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#### COLLECTIVE AGREEMENT

ENTERED INTO THIS 28TH DAY OF JUNE. 1997

#### BY AND BETWEEN:

de Havilland Inc. and the Bombardier Regional Aircraft Division at its Downsview and Deny Road locations; hereinafter, collectively, call "the Company"

OF THE FIRST PART

- and -

The National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada) a voluntary association of employees representing the employees of the Company, through its Local 112, hereinafter referred to as "the Union"

OF THE SECOND PART

#### ARTICLE 1 - PURPOSE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

#### ARTICLE2-SCOPE

- 2.01 The Company recognizes that the Union is the sole and exclusive collective bargaining agency for all its employees in Metropolitan Toronto, Ontario and those employees who are engaged on work parties outside Metropolitan Toronto, save and except Office Staff, Supervisors, those above the rank of Supervisors, the Health Centre Staff, Security Staff and Service Engineers.
- 2.02 Should the Company, during the life of this Agreement, decide to move from its existing locations, the Company agrees to negotiate with the

Union 30 days prior to such move for the purpose of providing a Transfer of Operations Agreement to provide:

- Protection of the seniority rights of existing employees.
- The right of existing employees to transfer with the jobs they normally
- (c) Extension of the Collective Agreement to cover the new location.

#### ARTICLE 3 - RELOCATION PAY PLAN

- An employee whose seniority is transferred to any such new plant pursuant to 2.02 of this Collective Agreement will be paid a RELOCATION ALLOWANCE provided:
- The Plant to which the employee is to be relocated is at least forty (40) kilometers from the plant from which his seniority was transferred and As a result of such relocation he changes his permanent residence, and
- (c) He makes application within six (6) months after commencement of employment at the plant to which he was relocated in accordance with the procedure as established by the Company.
- In the event an employee who is eligible to receive a Relocation Allowance under these provisions is also eligible to receive a relocation allowance or its equivalent under any present or future Federal or Provincial legislation, the amount of Relocation Allowance provided under Clause 3.02, when added to the amount of Relocation Allowance provided by such legislation, shall not exceed the maximum amount of the relocation allowance the employee is eligible to receive under the provisions of this Article.
- Only one Relocation Allowance will be paid where more than one member of a family living in the same residence are relocated.

#### Kilometers between plants relocation allowance

3.02

o- 39	nil
40- 159	\$600.00
160- 481	\$725 .00
482 - 803	\$850.00
804-1607	\$975.00

#### ARTICLE 4 - INTIMIDATION. COERCION AND DISCRIMINATION

The Company and the Union agree that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced against any employee in regard to training. upgrading, promotion, transfer, discharge, layoff, recall or other work condition because of race, ancestry, place of origin, colour, ethnic origin, citizenship. creed, sex, sexual orientation, handicap, age, marital status, family status., political affiliation, or union activities.

The Union recognizes that the Company is subject to Federal regulations in regard to security.

#### **ARTICLE 5 - SUPERVISORY STAFF**

The Company will supply the Union with a list of Supervisors, General Supervisors, Superintendents, Members of the Labour Relations Committee and their titles, the Company nominees on the Safety Committee and any other persons with authority, and will indicate by appropriate job titles, the nature and extent of their authority, and will beep such list up to date at all tunes. The Plant Chairman and Vice-Chairman will be notified of any change prior to the effective date of appointment.

#### ARTICLE 6 - EXCLUDED PERSONNEL

Personnel other than members of the Bargaining Unit shall not perform work that would come under the terms of this Agreement but may do so if: -

- instructing an employee or employees; (a) instructing an e(b) experimenting;
- an emergency;

provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

#### ARTICLE 7 - RESERVATION OF MANAGEMENT RIGHTS

Within the framework of this Agreement, the Company reserves the right to hire, promote, transfer, demote or layoff employees and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided.

Within the framework of this Agreement, the Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities, to maintain order and efficiency in its plants, and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes and the means of maufacturing.

#### **ARTICLE 8 - STRIKES AND LOCK-OUTS**

The Company and the Union agree to be bound by the provisions of the Ontario Labour Relations Act in respect to strikes and lock-outs.

The Company and the Union agree that neither shall call, authorise, counsel, procure, support or encourage an unlawful strike or lock-out.

#### **ARTICLE 9 - UNION REPRESENTATION**

#### **Bargaining Committee**

9.01 The Company acknowledges the right of the Union to select a Bargaining Committee composed of not more than five (5) members, one of whom shall be a Skilled Trades Committeeman. The Company will recognize and bargain with the said Committee on any matter properly arising from time to time during the continuance of the Agreement. The President, or in his absence, the Vice President of the Local will be ex-officio members of the Committee, if not elected thereto.

#### Plant Chairman

#### 9.02

(a) The Chairman of the Union Bargaining Committee shall be known as the full time Plant Chairman. He shall be on a full time basis for the purpose of administering the Agreement in cooperation with the Committeemen. The Plant Chairman shall be allowed free access to and from the Company's operations in the performance of his duties. He shall first notify the Area Manager, or his designee before proceeding into the area. The Plant Chairman will be provided with an office and office facilities including desk, chair, telephone and filing cabinet and the Plant Chairman will be supplied with written information concerning star-ta, surpluses, layoffs, discharges, releases, recalls and changes in job classificationa. The Company will continue the present practice of providing Company forms involving transfer of employees. Every six (6) months the Company will supply the Union with a complete mailing list of employees

- covered by this Agreement. Every employee is required to keep on file with the Personnel Department his current address and telephone number.
- (b) The Vice Chairman of the Union Bargaining Committee or because of his unavailability, another designated representative from the Bargaining Committee or the Plant Committee shall substitute for the Plant Chairman should the need arise.
- (c) The Plant Chairman or his substitute shall receive the rate of pay equal to the highest rate of pay in the Bargaining Unit and will be paid the equivalent of forty (40) hours per week at straight time.
- (d) On Saturdays, Sundays or Plant Holidays, where two hundred and fifty (250) or more employees in the Bargaining Unit are scheduled to work overtime, the Plant Chairman shall be offered the opportunity to work such overtime. During such overtime hours, he will be allowed full time to attend to the administration of the Agreement.

#### District Committeemen

9.03

- (a) The Company agrees that the Union shall be represented in each three (3) geographical districts of the Plant by a Day Shift District Committeeman who shall be elected or otherwise appointed from the employees in the geographical district he is to represent. In addition there shall be one (1) Skilled Trade District and one (1) District for Off-Shift employees, each represented by a District Committeeman elected or otherwise appointed from the employees in those districts. It is understood that the Off-Shift District Committeeman shall be employed on a five (5) night operation.
- (b1) The Union will define the geographical districts and submit the list to the Company. Upon the workforce first reaching 2,000 on any March 1st, July 1st or November 1st following ratification, the Union may elect to move one (1) Benefits Representative and, if it also chooses, the Training Representative, to the position of District Committeeman. If it so elects, the number of geographical districts above shall increase to four (4). or five (5), depending on whether one or both of these Representatives moved. Further, there shall thereafter be only one (1) Benefits Representative and all references to "Representatives" in Article 9.05 shall be read as referring to "Representative". If the Training Representative also moves to District Committeeman Article 9.06 shall have no further application. This is a one time only election and is not reversible.
- (b2) Bach March lst, July 1st and November 1st the number of District Committeemen shall be increased for every increase of 400 bargaining unit employees above 2,000 or decreased for every decrease of 400 bargaining unit employees thereafter. In any event the minimum number of Committeemen shall not be less than five (5). If, however, one or both

Representatives referred to in (bl) moves to District Committeeman, the minimum number of District Committeemen shall he not less than six (6).

At the time of increase or decrease to the number of District Committeemen, the Union shall redefine the geographical districts and so advise the Company.

- (c) The District Committeemen shall be on a full time basis for the purpose of performing their representational obligations. Each District Committee-man will be provided with a desk, chair and internal telephone to be located within his geographical district.
- to be located within his geographical district.

  (d) During all absences of a personal nature of eight (8) or more hours duration of a District Committeeman, the Company will recognize a substitute designated by the Union.
- (e) Each District Committeeman, (other than the Skilled Trade District Committeeman), or a substitute, shall receive the rate of pay equal to the Production wage group 8 and will be paid the equivalent of forty (40) hours per week at straight time. The Skilled Trade District Committeeman, or a substitute, shall receive the rate of pay equal to the Skilled Trades wage group ST3 and will be paid the equivalent of forty (40) hours per week at straight time.
- (f) On Saturdays, Sundays and Plant Holidays, where twenty-five (25) or more employees in a District are scheduled to work overtime, the District Committeeman shall be offered the opportunity to work such overtime. During such overtime hours, he will be allowed full time to deal with grievance procedure business which arises.
- (g) If no qualified employee in a Committeeman's district volunteers for overtime in the Committeeman's previous job classification, such Committeeman will be given the opportunity to work such overtime. During such overtime, the Committeeman will not be permitted time off to attend to Union Business.
- (h) When a District Committeeman ceases to hold office he shall be returned, consistent with his seniority, to the classification and to the department in which he was employed at the time of his election or appointment as a District Committeeman, or to a job classification embracing comparable job duties to that which he held prior to his election or appointment.

#### 9.04

- (a) District Committeemen will only be recognized in the district which they represent. It is understood that there may be occasions when a Committeeman will be required to follow through a written grievance outside his jurisdiction if such grievance originated within his district. Permission for this purpose will have to be secured in advance.
- (b) District Committeemen shall enter and remain in the Plant only on their respective shifts unless otherwise agreed to by Management.

#### Benefits Representatives

9.05

- (a) The Company will recognize two (2) full time Benefits Representatives to assist the Plant Chairman. The Benefits Representatives shall be allowed free access to and from the Company's operations in the performance of his duties. He will be provided with a desk and a chair in the Plant Chairman's office.
- (b) The Benefits Representative shall receive the rate of pay equal to the production wage group 8 and will be paid the equivalent of forty (40) hours per week at straight time.
- (c) When the Benefits Representatives ceases to hold office, he shall be returned, consistent with his seniority to the classification and to the department in which he was employed at the time of his election or appointment as Benefits Representatives, or to a job classification embracing comparable job duties to that which he held prior to his election or appointment.

#### Training Representative

9.06

- (a) The Company will recognize a full time Training Representative to assist in the co-ordination of the training programs agreed to by the parties. The Training Representative shall be allowed free access to and from the Company's Operations in the performance of his duties. He will be provided with a desk and a chair in the Plant Chairman's office.
- (b) The Training Representative shall receive the rate of pay equal to the production wage group 8 and will be paid the equivalent of forty (40) hours per week at straight time.
- (c) When the Training Representative ceases to hold office, he shall be returned, consistent with his seniority to the classification and to the department in which he was employed at the time of his election or appointment as Training Representative, or to a job classification embracing comparable job duties to that which he held prior to his election or appointment.

#### Union President

9.07 The President of the Local Union, or in his absence the Vice President, will be recognized as an ex-officio member of all committees. It is understood that the President and Vice President shall not be recognized as

additional District Committeemen but will have access to all plants of the Company's operations covered by this Agreement.

#### Union Representatives

9.08 The Company agrees to accept advice by telephone to the Manager, Industrial Relations of the appointment or election of a Plant Chairman, Committeeman, Benefits Representative, Union Officer or Vice Plant Chairman, and will recognize such office from that time, providing a letter of confirmation is received from the Union.

#### ARTI 10 - TTENDANCE OF NATIONAL REPRESENTATIVE

A National Representative or Representatives of the Union may be present and participate in any meeting of the Union Bargaining Committee and the Company.

#### ARTICLE 11 - UNION BUSINESS

- 11.01 An employee requiring representation in the grievance procedure shall first contact his Supervisor who shall then arrange for the attendance of the District Committeeman.
- 11.02 When it becomes necessary for a District Committeeman to enter an Area of a Department for the fulfilment of his Union duties, he shall first inform the Area Supervisor of his presence before proceeding with the grievance matter occasioning his entry into the Area.
- 11.03 It is understood that a District Committeeman, in Carrying out his Union responsibilities, will endeavour to minimise or avoid disruption to operations.

#### **ARTICLE 12 - PAYMENT OF BARGAINING COMMITTEE**

12.01 Prior to the expiry date of the Collective Agreement, and for the thirty (30) calendar days following expiry date, members Of the Bargaining Committee including members of any sub committees, will be compensated for the time spent during regular working hours in negotiating with the Company representatives for renewal of the Collective Agreement. If the parties meet for part of a day the Bargaining Committee shall be compensated for the full day. The Company will pay the cost of a meeting room during Collective Agreement renewal negotiations.

#### **ARTICLE 13 - UNION/COMPANY MEETINGS**

13.01 The Union Bargaining Committee and the Company Labour Relations Committee shah meet within five (5) working days when there is business which requires their joint consideration.

The parties agree that a disposition will be given within seven (7) working days following the meeting.

13.02 Necessity for meeting will be indicated by a letter or note from either party to the other party containing an agenda of the subjects for discussion.

#### ARTICLE 14 - GRIEVANCE PROCEDURE

All grievances arising between employees and the Company shall be dealt with as speedily and effectively as possible in accordance with the following procedure.

- 14.01 The Company is to possess the option of refusing a grievance unless the circumstances and the conditions upon which it is based have originated or occurred within fifteen (15) working days prior to its first presentation as a written grievance, in accordance with the procedure laid down herein.
- 14.02 A complaint from one or more employees will be brought to the employee's immediate Supervisor by the District Committeeman and they shall meet and discuss the matter before the complaint is reduced to writing as a grievance. The employee may, if he chooses, participate in that meeting. The Supervisor shalt respond to the complaint within three working days of the discussion

It is the mutual wish of the parties to improve the complaint resolution process. Accordingly, the participants shah make a positive effort to fully explore and resolve the complaint before it proceeds to the written grievance stage at Step No. 1 below.

The parties agree that when a written grievance is submitted it should contain a statement outlining the nature of the complaint, the area where the complaint originated and the time and date of its occurrence.

14 03

STEP NO. I- An employee having a grievance shall first submit the same to his District Committeeman who shall Present the same, in writing, to the employee's immediate Supervisor who shall provide his written response within two (2) working days thereafter. If the Supervisor's response is not satisfactory,

the Manager of the employee's area and the District Committeeman shall deal with the grievance and the Manager shall deliver his answer, in writing, to the District Committeeman no later than the fifth working day following the day on which the grievance was received. It shall be mandatory that the Manager and the District Committeeman fully discuss the grievance and make a positive effort to resolve it before proceeding to the next step.

STEP NO. 2 - If the Manager's written answer is not satisfactory to the grieving employee and/or the Union, the District Committeeman will so advise the Industrial Relations Department within five (5) working days of the Manager's decision. The grievance will then be slated for a Step 2 meeting in an effort to reach a satisfactory resolution.

Step 2 meetings will be held weekly between the Company Labour Relations Committee and the Plant Chairman and the affected District Committeeman. In addition, either party may call in the grieving employee, his Supervisor or Manager.

Grievances will normally be heard at a Step 2 meeting in the chronological order in which they are slated, subject only to the priorities (as set out in Article 15.02), witness availability, Plant location or other criteria mutually agreed upon

If, because of a backlog of grievances, a grievance could not normally be heard at a Step 2 meeting within 30 working days of its being slated for such meeting, then the schedule will be increased to two Step 2 meetings per week. Such increased schedule will then remain in effect until the number of grievances slated for Step 2 are reduced to the level where they can be heard in 8 timely manner as set out above. If, after four weeks, the increase to two Step 2 meetings per week does not clear up the backlog to the 30 day level, then 1 special Step 2 meeting will be held every second week to hear groups of grievances which all involve the same District Committeeman. During such special Step 2 meetings that District Committeeman's substitute shall be recognized by the Company in that Committeeman's district for the hours he is engaged in the special meetings.

If the grievance cannot be resolved in discussion at the Step 2 meeting, the Company will provide the Union with its written decisions within five (5) working days of such meeting.

- 14.04 The Company will supply such pertinent production, payroll and attendance records and disciplinary notices pertaining to the employee involved, as may be requested by the Union for the settlement of a grievance at Step two of the Grievance Procedure.
- 14.05 The Union or Company may file a "Policy Grievance" at Step two of the Grievance Procedure. A "Policy Grievance" is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and

which could not otherwise be resolved at lower steps of the Grievance Procedure because of the nature or scope of the subject matter of the grievance. The matter may be referred by either party to arbitration in the same way as the grievance of an employee.

- 14.06 A "Group Grievance" is defined as a single grievance, signed by the District Committeeman on behalf of employees whom he represents, and who have the same complaint. Such grievance will require only the signatures of two (2) employees in addition to any Union Representatives, and must be dealt with at successive stages of the Grievance Procedure.
- 14.07 If the Company has a grievance with respect to the conduct of the Union, its officers or Committeemen, or a complaint that the Union or any of its members have violated the provisions of this Agreement, the Company will submit such grievance to the Union and it will be taken up between the parties in the same manner as a written grievance, commencing at Step No. 2. If the grievance is not settled to the satisfaction of either party, it may be referred to arbitration.

#### ARTICLE 15 - ARBITRATION

- 15.01 If arbitration is to be invoked, me request for arbitration must be made in writing within five (5) working days after delivery of the decision to the Union or Company following Step No. 2.
- 15.02  $\,$  Grievances submitted to arbitration shall have the following priority at arbitration: -

discharge layoff company grievances policy leave of absence others

- 15.03 Subject to Clause 15.02. grievances will normally proceed to arbitration in the order in which they have been slated for arbitration. Grievances to be heard by the Arbitrator will be confirmed by the parties fourteen (14) days prior to the hearing.
- 15.04 It is agreed that disputes which are carried to the arbitration stage shall he heard before a single Arbitrator. The Company and the Union, having expressed confidence in the ability of the undermentioned persons, agree that they shall be called to arbitrate on a rotation basis and in order of their listing:

Mr. H. D. Brown Professor M. R. Gorsky Professor E. E. Palmer Professor W. B. Rayner Professor C. G. Simmons

In addition to the above, the parties agree to Professor C. G. Simmons as arbitrator in technological matters, or such other competent arbitrators that may become available during the life of this Agreement as mutually agreed to by the parties.

- 15.05 A grievance slated for arbitration shall proceed in the following manner:
- (a) A letter shall be sent within fifteen (15) working days to the arbitrator on a rotating basis.
- (b) The first or second date received for arbitration shall be accepted for a hearing and the arbitrator shall be advised of the grievance(s) to be heard.
- 15.06 No matter may be submitted to arbitration which has not been considered under Step No. 2 of the Grievance Procedure and the Grievance Form and the decisions written thereon or attached thereto shall be presented to the Arbitrator and the Arbitrator's decision shall be confined to deciding the issues therein set out.
- 15.07 In the event that one of the above Arbitrators ceases to act, the Company and the Union will attempt to secure a replacement. In the event of a failure of the parties to agree, the matter of appointment will be referred to the Minister of Labour for the Province of Ontario.
- 15.08 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement. The Arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the Arbitrator is just and equitable.
- 15.09 The decision of the Arbitrator shall be final and binding on both parties and his expense shall be borne in equal shares by the Company and the Union.
- 15.10 It is agreed that in view of the accessibility of operations and witnesses, arbitration hearings will be held on the premises of the Company, and that up to two cases may be presented at one arbitration hearing.

- 15.11 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses. AU reasonable arrangements will be made to permit the conferring parties to have access to the plant to view the disputed operations or to confer with the necessary witnesses.
- 15.12 An employee, appearing during working hours before an Arbitrator on the hearing of his appeal on a grievance, shall be paid by the Company, at his regular rate, for the time so spent. The same condition shall apply to employees who may appear as witnesses relative to an arbitration case.

#### ARTICLE 16 - DISCIPLINARY ACTION

16.01 An employee removed from his place of work for reprimand or disciplinary action shall have a Union Representative present during the interview.

Any notation of a reprimand or disciplinary action placed on an employee's record shall be removed after an elapsed period of one (1) year from the date the discipline was recorded in which the employee has not received a further notation for the same or a similar type of infraction.

16.02 A claim by an employee that he has been unjustly discharged from his employment shall be treated as a grievance, if a written statement of the grievance is lodged with the Manager, Industrial Relations or his designee within three (3) working days after the employee has been notified of his discharge. The discussion of such grievance shall commence at Step No. 2 of the Grievance Procedure which shall be invoked within three (3) working days thereafter.

In the case of an employee who is discharged while absent from the Plant, the period of three (3) working days shah be extended to five (5) working days following issue of the Notice of Discharge by registered mail to the last address shown on the Company Personnel Records.

# **ARTICLE 17- SENIORITY**

- 17.01 There shall be two (2) Seniority Lists as follows:
- (a) Skilled Trades employees
- (b) Aircraft Division employees

There shall be no bumping of employees between either of the two Seniority Lists except as provided under Article 24.

17.02

- (a) Seniority rights shall be established from the date on which an employee commences his present employment with the Company. The same date shall be used on Job Classification Lists.
- (b) Seniority Lists will be amended and reissued to the Union every three (3) months from the effective date of the Agreement and will be posted at three locations at Downsview.

The Seniority List will stipulate name, classification, clock number, department, seniority date and service date where such service date has to be considered in conjunction with an employee's position on the Seniority List.

(c) A complaint by an employee relative to his position on a Seniority List may be dealt with as a grievance, at any time. However, the Company's financial liability shall not extend beyond a period of fifteen (15) working days preceding the date on which the Company received the written grievance.

17.03

- (a) Any employee who completes sixty (60) days of work during one period of employment will be considered as having completed his probation and his name will be added to the appropriate Seniority List.
   (b) If an employee works a day or **Part Of** a day or if a Plant Holiday should
- (b) If an employee works a day or part of a day or if a Plant Holiday should fall during the probationary period, such day, pan of the day or Plant Holiday shall be considered as a working day for the purpose of computing the employee's probationary period.
- (c) On completion of his probationary period, an employee will be credited with his seniority from the date on which he commenced his present employment with the Company.

17.04 Notvithstanding anything contained elsewhere in this Agreement, no grievance will be lodged against a discharge, by the Company, of a probationary employee during the first forty-five (45) working day period of his employment. A probationary employee may grieve on matters relating to normal operating conditions at any time.

#### **ARTICLE 18 - GENERAL PROVISIONS**

18.01 The Company and the Union agree with the principle that those with the greatest seniority shall be given preference in promotions and that those with least seniority shall be the fist to be demoted or temporarily reassigned (as provided in Article 19) - PROVIDING - that in either case, the employee or the employees involved, possess the ability to do the work required.

Fundamentally. rules respecting seniority are designed to give employees an equitable measure of job security based on length of service with the Company and subject to the provision of the Collective Agreement.

- 18.02 Former hourly-rated employees of Hawker-Siddeley (Canada) Limited (Avro Aircraft and Canadian Applied Research Division) who accepted employment offered by the & Havilland Aircraft of Canada, Limited at its Malton Plant as of July 28th. 1962, and who did not accept employment with Douglas Aircraft of Canada, Limited are subject to all of the provisions of this Agreement except those superseded by a Supplementary Memorandum of Agreement set forth at Appendix 2.
  - 18.03 SKILLED TRADES negotiated as an Appendix.
- 18.04 The Company agrees that, during the term of this Agreement, employees will not be permitted to resign for the express purpose of being reinstated in a job to which they would not ordinarily be eligible.
- 18.05 Wherever in this Agreement the masculine gender is used, it shall also include the feminine.

#### ARTICLE 19 - TEMPORARY REASSIGNMENT

The Company may temporarily reassign employees to other work within their cut-rent flow chart such as may be necessary to avoid short layoff and/or recall, and such reassignment should only be for one period whether full or part days and provided:

- (a) that the Committeemen for the Zones (Districts) affected are advised prior to effective time of the reassignment of the work conditions and names of the employees involved.
- (b) that the temporary period shall in no case exceed one period and/or fifteen (15) working days unless an increase of this period and/or periods is arranged by mutual consent of the Company and the Plant Chairman or the consent of the Plant Bargaining Committee if five (5) or more assignees are involved in the extension.
- (c) such employees as may be assigned to the temporary work shall receive the pay of their regular job classification or the top rate of the job classification in which the temporary work occurs, whichever is the higher.
- (d) no disciplinary action will be taken against any employee who is assigned work of a temporary nature in another job classification by reason of his failing because of lack of job knowledge to satisfactorily do the work required of him in that classification.

- (e) no employee will be declared surplus during the period which another employee is temporarily assigned to his job classification or during a corresponding period of time following such temporary assignment.
- (f) no employee shall be temporarily reassigned to a job classification in which an employee is surplus and is employed in another classification within the Plant.
- (g) the Company agrees that it will not use temporary reassignment to circumvent the recall procedure. It is understood that the word "short" as used above shall be deemed to mean fifteen (15) working days or less.
- (h) in the event the reassignment is to a higher-rated job, the senior personnel in the department affected will be given preference.

Reassignment outside of the employee's current flow chart shall be subject to mutual consent of the Company and the Union Bargaining Committee and shall be subject to all of the foregoing as applicable.

#### **ARTICLE 20 - JOB POSTINGS**

20.01 When there are openings within the job classifications covered by the Collective Agreement, the Company will post notices on the bulletin boards throughout the plants. These notices will contain classification, job number and department number, department location and the name of the program in which the vacancy exists and will remain posted for a period of seventy-two (72) hours before hiring outside help and, in the interim, applications from eligible employees will be considered in conjunction with Clauses 17.03 (c), 18.01 and 18.04. Every reasonable effort shall be made to place the employee in the identified position. The notices will be removed at the end of the shift following the expiry of the seventy-two (72) hours.

20.02 An employee who has attained seniority is free to apply for any posted job in which he can confirm previous experience or ability subject to the following provisions:

- (a) An employee applying for a position in his same or a lower wage group shall not be considered until after those applicants for the said job vacancy from a lower wage group and who qualify under the "promotion" terms of reference have been considered. A successful downward bid shall be paid the job rate of the lower job and shall forfeit vested rights to the job from which he has bid downwards.
- (b) An employee accepted on a job posting will be notified of his acceptance within ten (10) working days after the posting has been removed. An employee accepted on a job posting will assume his new duties within twenty (20) working days. All employees bidding for a job posting, and

- the Union, will be notified within ten (10) working days in the event the job is cancelled.
- (c) After thirty (30) working days, an employee's seniority will be vested in the Job Classification and Flow Chart to which he has moved under successful application for a Posted job.
- (d) An employee having bid for and been accepted for a Job Posting shall not be eligible to be considered for a further Job Posting for a vacancy for a further period of six (6) months from the date of posting of his acceptance, unless the employee in question has been declared physically unfit for the job to which he has been promoted. In the event an employee is not placed in the identified position as outlined in 20.01 he shall be free to post at any time.
- (e) An employee on layoff with recall rights shall be eligible for job postings on the following basis;
  - A laid off employee who has exercised all his bumping rights may he considered for any job opening except one he has refused or failed;
  - (ii) A laid off employee who elected layoff without having exhausted his rights to bump would not have the right to bid for any job which is below the wage group he held at the time of layoff. However, after exhausting his UIC and/or SUB benefits he will be entitled to apply for any posted job. The only area of grievance would be ability and seniority for the posted job.

#### 20.03

- (a) Notwithstanding other provisions of the Agreement, an employee who is accepted on the basis of a Job Posting may be returned to his former Job Classification provided he requests return within thirty (30) working days. If he exercises this right to return, he shall not be eligible to be considered for a further posting to this job classification for a period of six (6) months from date of return.
- (b) In the event that an employee does not exercise the option of returning within thirty (30) days as described above, and there is a dispute as to his ability to satisfactorily perform the job, the employee shall be returned to his former job classification and the matter may then be referred to the Grievance Procedure.
- (c) In the event that an employee is returned to his job under either of the above conditions, the job, if required, shall be awarded to another applicant with the required abilities from the initial posting or reposted.

#### ARTICLE 21- LEADHANDS

In the matter of promotions of leadhands, where two or more applicants have equal standing with respect to extensive job knowledge and experience, then job classification seniority shall prevail. Before appointment of a Leadhand, the Supervisor and/or Plant Superintendent will discuss the matter with the Committeeman for the Zone (District).

#### ARTICLE 22 - LAYOFF AND RECALL

- 22.01 When it is necessary to reduce the working force, the following seniority provisions are effective.
- (a) In the event of a major machine breakdown, power failure, water failure, tire or flood, then the Company may layoff the employees affected without regard to seniority and will be permitted up to three (3) working days to determine seniority rights and make proper adjustment of staff, PROVIDED that no employee may be laid off out of seniority for more than six (6) working days in one calendar year. In the case of other similar circumstances, beyond the control of the Company, the action to be taken shall be determined by mutual agreement of the parties.
- (b) Probationary employees in the Job Classifications affected will be laid off first
- (c) Employees with seniority in the Job Classifications affected will be removed from the classification in inverse order of seniority and may exercise bumping rights with the provisos:
  - (i) He may accept layoff rather than exercise his bumping rights, or
  - (ii) He may elect to displace the employee holding least seniority at the next succeeding downward wage level on his own Flow Chart or on another Flow Chart from which he had moved, or on another Flow Line of his Flow Chart from which he had moved. Thereafter, his bumping rights will he confined to the Flow lines and the Flow Chart which he had selected.
  - (iii) an employee who is bumped from Wage Group 3 on Flow Chart 11 or 15 may bump into the Group 3 Clearance Pool.

In the application of this Clause, the patties recognize that the above will be the normal procedure but that there may be exceptions wherein an employee declares that he cannot perform the job at the next succeeding downward wage level during the prescribed time limits in which case he shall be permitted to displace the junior employee on the next succeeding downward wage level on the flow lines of his Flow Chart.

(d) In no event shall an employee bump another employee who is employed in a higher paid Job Classification.

- 22.02 Notwithstanding other provisions of this Agreement, if a flow chart contains a classification in Group 3 or lower, men an employee may bump into the Clearance Pool and thereafter his bumping rights are restricted to the Clearance Pools.
- 22.03 An employee who exercises his bumping rights shall be permitted ten (10) working days to prove his ability to do the work of the displaced employee in a satisfactory manner. If unable to do so he shall have the right to bump into the Clearance Pool.
- 22.04 In the event that two or more employees possess the same seniority date, the employee holding the lowest clock number shall be deemed to possess highest seniority, unless otherwise provided for in this Collective Agreement.
- 22.05 The Company will submit to the Plant Chairman a list of employees to he laid off one (1) week prior to the layoff becoming effective. Similarly, the employees subject to the layoff will be given one (1) week's notice. A copy of any notice given to an employee by the Company in compliance with the Employment Standards Act shall be sent to the Plant Chairman.
- 22.06 An employee while retained on the Seniority List during layoff, accumulates seniority during such a period.

#### 22.07

- (a) Subject to Clause 22.01(c), a surplus employee who has recall rights will be recalled to any former job classification to which he had vested rights except those in which he refused or failed.
- (b) A laid off employee having exercised his rights under Clause 22.01(c), shall be recalled consistent with his seniority to any job he bad vested rights to.
- (c) Employees when notified of layoff as per Clause 22.05, will indicate on a form supplied by the Company those jobs he wishes recall to, and will receive a copy of said form.
- 22.08 However, an employee who has elected layoff cannot claim recall to any job classification on his flow chart which is below that from which he elected layoff, or be recalled to a job in which he bad failed.
- 22.09 A claim by an employee that he has been improperly declared surplus or laid off, shall be treated as a grievance if a written statement of such grievance is lodged with the Manager, Industrial Relations, within fifteen (15) working days after the employee has been declared surplus or notified of layoff.

In such case Step No. 2 shall be invoked within three (3) working days following receipt of grievance.

22.10 The Plant Chairman shall be given an opportunity to be present when the employee is notified of a surplus in which he is involved.

#### **ARTICLE 23 - LOSS OF SENIORITY**

Seniority status once acquired will only be cancelled upon: -

- 23.01 If an employee voluntarily quits employment or is discharged and such discharge is not reversed through the Grievance Procedure.
- 23.02 Failure to return to work within seven (7) working days after issuance of the Company's notice of recall by registered mail to the last address shown on the Company's Personnel Records after layoff unless proof of a disabling illness or injury is submitted to the Company by the employee prior to the expiration of the seven (7) day period. If extenuating circumstances are proven, the Company may extend the seven (7) day recall limit. The Company will give serious consideration to extending the seven (7) day time limit when conditions are beyond the employee's control to so report.
- 23.03 A laid off employee shall retain recall rights for a period equal to the seniority attained at time of layoff.

# ARTICLE 24 - REPLACEMENT OF PHYSICALLY RESTRICTED AND/OR PREGNANT EMPLOYEES

24.01 Any employee who has been incapacitated at his work by injury or compensable occupational disease, while employed by the Company, or suffers a physical or compensable occupational disease, while employed by the Company or suffers a physical or mental disability, as defined by his physician and confirmed by the Company Physician, and such disability temporarily or permanently restricts him in the Performance of the work of his normal classification will, where reasonably possible, be employed in other work. on either a job which is operating in the plant or on a modified job, which he can do without regard to any seniority provisions of this agreement. However such employee may not displace an employee with longer seniority. Further, in the case of a temporary restriction, such re-assignment shall only last until the restriction is removed or no longer exists.

Notwithstanding any other articles of this agreement, the Company may employ such restricted employees on limited or graduated hours of work, or

adopt any other measure which may assist in the accommodation of such employees.

The Plant Chairman will be consulted prior to any of the above decisions or reassignments being made.

Any case appealed to arbitration involving a continuing refusal of Management to return an employee to work from sick leave or absence which has continued for twenty-six (26) weeks or longer, by reason of the medical findings of a physician or physicians acting for the Company, will be reviewed between the Company and the Union, if such findings are in conflict with the findings of the employee's personal physician with respect to whether the employee is able to do a job to which he is entitled in line with his seniority. Failing to resolve the question, the parties may by mutual agreement refer the employee to a clinic or physician mutually agreed upon whose decision with respect to whether the employee is or is not able to do a job to which he is entitled in line with his seniority, shall be final and binding upon the Union, the employee involved and the Company. The expense of such examination shall be paid one-half by the Company and one-half by the Union. Any retroactive pay due the employee shall be limited to a period commencing with the date of tiling of the grievance. or the data the employee became able to do a job to which he is entitled in line with his seniority, whichever is the latter.

24.03 Any employee who becomes pregnant while employed by the Company and is unable to continue in her classification because of chemical or biological agents in her area will, upon recommendation of her physician and confirmation by the Company physician, be employed in other work on a job that is operating in the plant without regard to any seniority provisions of this Collective Agreement, except that such employee may not displace an employee with longer seniority. The above exceptions shall be made by agreement between the Company and the Bargaining Committee.

During the time period that she is employed in this new classification, she will not attain vested seniority for the purpose of future bumping, but will continue to accrue plant-wide seniority.

Such employee will return to her original classification upon termination of her Maternity leave of Absence, consistent with her seniority.

#### ARTICLE 25 - POSITION OUTSIDE THE BARGAINING UNIT

- 25.01 No employee covered by this Agreement will be transferred to a position outside the Bargaining Unit without his consent.
- 25.02 A Supervisor or General Supervisor who prior to June 23, 1965. was transferred from a Job Classification in the Bargaining Unit to a supervisory

position over members of the Union shall continue to accumulate seniority during the period he is not in the Bargaining Unit, up to June 22, 1965. Thereafter he will retain but will not accumulate any further seniority. An employee appointed Supervisor or General Supervisor after June 23, 1965, will retain the seniority acquired at date of leaving the Unit, but will not accumulate seniority thereafter.

An employee appointed Supervisor or General Supervisor after June 23, 1971, shall retain only the seniority he had while in the Bargaining Unit for one (1) year, after which it will cease to exist.

An employee appointed to any other position with the Company, which is not covered by this Agreement, will retain the seniority acquired at date of leaving the Unit, but will not accumulate seniority thereafter. However, an employee in the Local 673 Bargaining Unit who has left the Local 112 Bargaining Unit will not have rights to return to the Bargaining Unit during the term of this Collective Agreement.

An employee appointed to a Supervisory position after June 23, 1988, shall retain and accumulate seniority for one (1) year following me date of his appointment into a Supervisory position. Thereafter he will cease to accumulate seniority but will retain his total seniority as of that date. Such employee will not have rights to return to the Bargaining Unit from the date of his appointment to a Supervisory position to the expiration of this Collective Agreement.

25.03 If such employee returns to the Bargaining Unit, the return shall be to displace the junior employee in his former job classification, providing he has more seniority, which he held prior to his appointment. If he has insufficient seniority to displace the junior employee in his former job classification, he shall displace the junior employee in the next downward wage level in his Flow Chart, providing he has sufficient seniority.

#### ARTICLE 26 - RECOGNITION OF UNION OFFICES

In order that the operations of the Union as authorized on Company premises will not become disorganized when layoffs are being made, the Company agrees to the following procedures.

26.01 A member of the Local Executive Board shall be the last person who is removed from his classification during his term of office so long as he has the ability to perform the work available. Thereafter he will be subject to all bumping provisions except that he will not be laid off during his term of office so long as full time work is available in his District at his own or a lower wage level which he has the ability to perform.

26.02 Subject to 26.01 above, a District Committeeman shall be the last person who is removed from his classification in the District in which he is recognized as holding Union representation. Thereafter he will be subject to all bumping provisions except that he will not be laid off during his term of office so long as full-time work is available in his District at his own or lower wage level which he has the ability to perform.

 $26.03\,$  . In the event of shift operations, the members of the Union Executive Board will have a choice of shifts.

The Union agrees that the foregoing will not apply if an employee or Union Official(s) as above is required to work more than two (2) weeks on one (1) off shift due to insufficient personnel.

#### **ARTICLE 27 - LEAVE OF ABSENCE**

Upon thirty (30) days of advance notice by written request to the Company, leave of absence without pay (retroactive when justified by circumstances) will be granted to any employee if feasible on basis that sufficient qualified employees are available within the department for replacement on a fill-in basis as necessary without serious adverse effect upon departmental operations.

Requests for leave received less than thirty (30) days in advance of the requested leave date will be subject to the ability of the Company to adjust the working force during the requested period of absence unless there is a compassionate reason for such request which will entitle an employee to immediate leave under this section.

Any person who is absent with such written permission shall continue to accumulate seniority during his absence. It is agreed that the Company will provide the Union with a copy of each leave of absence authorization.

Excess vacation has precedence over all leaves of absence, with the exception of compassionate leaves.

#### ARTICLE 28 - MATERNITY LEAVE OF ABSENCE

The Company will agree to Maternity Leave under the following stipulations.

#### **Basic Policy**

28.01 An employee who becomes pregnant may be permitted to continue in employment providing she has on record with the Company Health Centre a current letter from her physician attesting to her good health and ability to continue the normal duties of her job and that such continued employment would not be injurious to her health.

- 2 3 -

#### Report to Health Centre

28.02 As a safeguard to her health and in order to establish records necessary for the approval of resumption of employment after confinement, the employee must report her condition to the Health Centre no later than the third month of pregnancy and, in addition, she must submit a Copy Of a physician's letter from her personal physician no later than the end of the fourth month of pregnancy and each thirty (30) days thereafter, stating the probable date of confinement and whether or not she can safely continue to perform her assigned in

#### Leave of Absence or Termination

28.03 When it becomes necessary for an employee to discontinue her employment as herein provided, she may voluntarily terminate; or if she has been in the employ of the Company for at least three (3) months she will be granted a leave of absence as provided in the appropriate Leave of Absence Clause. Such leave shah be for a period not to exceed ninety (90) days beyond the date of confinement.

An employee on such Leave of Absence may not return to work for at least six (6) weeks after confinement or for such shorter period, and must furnish a statement from her physician stating that she is able to resume the normal duties of her job. Any extension of Leaves of Absence under the provisions of this section shah be granted upon recommendation of her physician and the Company's Health Centre.

In addition, an employee shall continue to accumulate vacation and pension credits during an approved Maternity Leave of Absence.

The above shall apply retroactively to 1984.

#### ARTICLE 29 - UNION LEAVE OF ABSENCE-

- 29.01 An employee who is elected or appointed to a full time office with the National Union or Local 112, will be granted Leave of Absence upon written application of the National Union or such senior officer of Local 112 as the case may be. Such Leave of Absence shall he, upon request, extended and it is understood that the Company will receive written notice from the National Union or Local 112 respectively to this effect.
- 29.02  $\,$  The National Union or Local 112 agrees also to advise the Company in writing once annually of the names of those de Havilland employees who are engaged in full time duties with the Union.

- (a) Upon similar application, Leave of Absence will be granted to members of the Bargaining Committee.
- Upon similar application, Leave will be granted for periods up to ten (10) days to permit members of the Bargaining Unit to attend conventions or conferences called by the National Union or other Labour Councils.
- In the application of this Article, the Union agrees to provide at least five (5) working days notice for such Leave of Absence. In addition, the Union agrees to give consideration to the Company's request for relief in small departments when such Leave would seriously affect the work schedule.
- Notwithstanding sub sections (a), (b) and (c) above. the Company will grant time off the plant premises to the Bargaining Committee upon telephone advice from the President or Plant Chairman of the local. (Effective from May 15, 1982).
- 29.04~ If an employee returns to the Bargaining Unit from a full time office with the National Union, the return shall be to the former job classification or a job classification embracing comparable job duties to that which he held prior to leave of absence, providing such return does not result in a layoff or bumping of an employee holding greater seniority.
- When an employee returns to the Bargaining Unit from a full-time office with Local 112, he shall be returned consistent with his seniority and service entitlements to the classification and to the department in which he was employed at the time of his selection to such office, or to a job classification embracing comparable job duties to that which he held prior to his selection.
- An employee with the National Union or Local 112 C.A.W., may terminate his Leave of Absence at any time during his term of absence. The Company will be notified eight (8) weeks prior to his return.

**ARTICLE 30 - BULLETIN BOARDS** 

The Company will provide Bulletin Boards for the exclusive use of the Union at agreed locations throughout the Plants for the convenience of the Union in posting notices of Union activities. All such notices must be signed by the 31.01 The Company agrees to maintain adequate sanitary, safety and health conditions throughout its buildings and will provide protective clothing where the need is recognized. No employee will be disciplined for refusal to use any equipment which, in the opinion of the Chairman of the Union Safety Committee and the Manager, Health and Safety or his designee, is not in safe operating order.

31.02 The Safety Committee will be composed of two (2) persons, one (1) being appointed by the National Office of the CAW and one (1) appointed by the Company. The Committee will meet monthly to review all Safety problems. The President and/or the Plant Chairman may be present during these meetings.

The Union appointee on the Safety Committee will be on a full-time basis for the purpose of performing his Health and Safety obligations. He will be provided with an office and office facilities including desk, chair, telephone and a filing cabinet.

The Union appointee. or a substitute shall receive the rate of pay equal to the production wage group 8 and will be paid the equivalent of forty (40) hours per week at straight time.

During all absences of a personal nature of eight (8) or more hours' duration of the Health and Safety appointee, the Company will recognise a substitute designated by the National Office of the C.A.W.

When the Union appointee ceases to hold office, he shall be returned, consistent with his seniority to the classification and to the department in which he was employed at the time of his appointment as Health and Safety Representative, or to a job classification embracing comparable job duties to that which he held prior to his appointment.

#### **Eve Protection**

31.03

- (a) Employees must wear approved eye protection in areas designated by the Safety Committee.
- (b) If employees should require prescription lenses to comply with the above, the Company will contribute ten dollars (\$10.00) to the cost of the lenses, to be obtained from a safety optical company designated by the Company.
- (c) Should prescription lenses become worn or be accidentally broken during normal duties in the plant, the Company will bear the cost of repair or replacement.
- (d) The Company will contribute ten dollars (\$10.00) to the cost replacing prescription lenses through vision deterioration.
- (e) It shall be the responsibility of the employee to take care of his safety glasses.

31.04 It shall be the responsibility of the Union Health and Safety appointee, or his substitute, to process in writing any grievances concerning a dispute which relates to Health and Safety at Step No. 2 of the grievance procedure.

#### Foot Protection

31.0

- (a) Effective September 1, 1990, all employees regularly working in areas designated by the Safety Committee and/or the Ministry of Labour as a mandatory foot protection area, must wear protective CSA approved footwear.
- (b) The Company will contribute forty dollars (\$40.00) per year to the cost of one (1) pair of approved protective footwear for non-probationary employees working in mandatory foot protection areas. For the purpose of this Article, a year will be the period from September 1 to August 31 the following calendar year.
- (c) Protective footwear shall be obtained from protective footwear companies designated by the Company.
   (d) In order to implement the above provisions, the Company will ensure that
- (d) In order to implement the above provisions, the Company will ensure that a vendor or vendors of protective footwear will be available cm the premises on a regular basis.
   (e) Visitors and employees not required to work on a regular basis in
- (e) Visitors and employees not required to work on a regular basis in mandatory foot protection areas, will not be required to wear approved protective footwear provided they remain within the plant aisles and walkways, however, once visitors and employees leave the aisles and walkways and enter the mandatory foot protection area, they must wear protective footwear.

Fully covered leather shoes are the minimum requirement in all other plant areas.

#### Health & Safety Training

31.06 It is recognized between the parties that an appropriate level of **health** and safety training will be offered to employees as determined by the Health and Safety Department and Joint Health and Safety Committee. This training will be developed and delivered jointly by the Union and the Company.

#### **ARTICLE 32 - SCHEDULES**

The following schedules are included herein and form part of the Agreement.

APPENDIX I covering the Skilled Trades. APPENDIX II covering seniority provisions for former Hawker-Siddeley employees. covering Aircraft Trades Training Programs. APPENDIX III SCHEDULE "A" which is a schedule of Job Classifications, Wages and certain Fringe Benefits. SCHEDULE "B" which is a schedule of the Hours of Work, Overtime Conditions, Shift Premiums, etc. SCHEDULE "C" which is a schedule of Vacations with Pay and Payment for Plant Holidays. SCHEDULE "D" which is a list of Flow Charts. SCHEDULE "E" which is a Glossary of Terms used in the Agreement.

#### **ARTICLE33 - UNION SECURITY**

33.01 The parties agree to the following Union security provisions coveting all employees:

- (a) As a condition of employment, all present employees shall become and remain members of the Union;
- (b) As a condition of employment, ail new employees shall be required to join the Union upon commencement of employment, and shall remain members of the Union:
- (c) As a condition of employment, all new employees will be required to complete an application for membership in the Local Union at the time of hiring.
- 3 3 . 0 2 The Company will deduct from the pay of each employee covered by the Agreement such monthly dues and initiation fees of new employees, as may be adopted by the National Union and Local 112 C.A.W.; such monies to be deducted from the employee's pay received on the third pay day of each month, or upon request from the National Union or Local 112 C.A.W., a deduction in two (2) installments.

Union dues deductions will be included on T4 Slips issued by the Company:

33.03 (Effective May 15, 1982) All new employees will be required to contribute initiation fees and monthly dues commencing from the first deduction date following dam of employment, PROVIDING, they have completed forty (40) hours of work at that time. Otherwise, deductions will be made from the second deduction date following date of employment. All new employees will be introduced to their District Committeemen when reporting for work. Similarly, employees transferred will be introduced to their District Committeeman when reporting for work.

Mr.

33.04 The dues check-off shall become null and void should the Union contravene the provisions of Article VIII of this Agreement.

#### **ARTICLE 34 - TERMINATION**

The Collective Agreement shall be effective on the date of ratification and shall remain in effect until June 22, 2000. Unless either party gives to the other party written notice of termination. or of a desire to amend the Agreement, then It shall continue in effect for a further one (1) year period, without change, and so on from year to year thereafter.

Notice that amendments are required or that either party intends to terminate the Agreement may only be given during the period of not more than ninety (90) days and not less than sixty (60) days prior to the termination date.

If notice of amendment or of termination is given by either party, the other party agrees to meet for the purpose of negotiations.

Negotiations shall not continue beyond the expiration date of the Agreement unless the parties mutually agree to extend the period of negotiations.

It is understood that, during any negotiations following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of or related to the original proposals.

Duly executed by the parties on the 28th day of June, 1997.

#### ARTICLE 35.01 - NEW TECHNOLOGY

The parties agree that with the introduction of new techniques and technologies, it is important that advance planning be made to anticipate skills, needs and training required. Upon introduction of new equipment to the worksite those involved in the operation and supervision of the equipment shall receive safety related training.

It is agreed that the workers affected by the introduction of new technologies should have every opportunity to apply themselves to the new skills and the new technology.

The Company will assume that cost of on-the-job training to afford Bargaining Unit employees (who have the basic knowledge and ability to be trained) the opportunity to keep current with new methods, tools, machines and new technology affecting their work and job security.

The Company will notify the Union sixty (60) days in advance of any introduction in new technology and will notify the Union in advance of the introduction of new techniques so as to give the affected Bargaining Unit employee (who has the basic knowledge and ability to be trained) the opportunity to become acquainted with the new skill needs so that he will be available to perform the work when needed.

Senior employees, both production and skilled (who have the basic knowledge and ability to be trained) will be given preference under this Clause.

#### ARTICLE 35.02 - COMMITTEE ON NEW TECHNOLOGY

There shall be established a committee of eight with equal representation inclusive of one Health and Safety representative from both Company and the Union to deal with the whole question of New Technology and the introduction of new techniques through automated equipment.

It shall be the responsibility of the Committee to investigate and examine all of the aspects concerned by the introduction of such equipment and its impact on the affected employees.

The Committee shall make recommendations to the Company for implementation, concerning the use of affected employees in the area of the training of those employees who can be used in such work as programming, tape preparation and for numerical control and other functions which could be allocated to such employees.

Any recommendations of the Committee which are not implemented by the Company shall be subject to Step 2 of the grievance procedure and, failing settlement, by an arbitrator selected under 15.04.

The Union members of the Committee shall be the International Skilled Trades Representative or his designee and two members of the Bargaining Committee

The Company members of the Committee shall be two representatives from the Operations Department and a representative from the Personnel and Industrial Relations Department. It is understood that the Committee will meet at least once every month unless otherwise agreed to.

# FOR THE LOCAL

John Kennedy, President

Merv Gray, Plant chairman, Bargaining Committee

Roy Kellett, Skilled Trades Member Bargaining Committee

Fred McLean, Member Bargaining Committee

Brian Murphy, Member Bargaining Committee

Bill Bell Member Bargaining Committee

# FOR TEE NATIONAL UNION

J. Dias,

National Representative. C.A.W.

# FOR THE COMPANY

Chuck Gyles, Vice President, Human Resources

Dave Radley, Director, Production Fabrication

Cheryl Stargratt Manager, Human Resources

Richard Skipper, Human Resources Generalist

Paul Wong, Manager, Employee Benefits

#### SCHEDULE "A"

# WAGES, FRINGE BENEFITS AND JOB CLASSIFICATIONS

1. WAGE SCALE - Effective the first pay period beginning on or after June 28, 1997, Date of Ratification.

Mage Group	Lies 1 1 - 1		Liverality
1	\$17.85	\$19.43	\$21.00
2	17.97	19.55	21.14
3	18.10	19.69	21.29
4	18.22	19.83	21.44
5	18.80	20.46	22.12
6	19.18	20.87	22.56
7	19.59	21.32	23.05
8	20.03	21.79	23.56
S02			25.38
S03			25.65
S04			25.93
ST1		-	25.61
ST2			25.89
ST3			26.30

2. FUTURE INCREASES - Effective the first pay period beginning on or after June 27, 1998, the following wage scale will go into effect.

TANK MEN			IRANA HAMI
1	\$18.05	\$19.64	\$21.23
2	18.16	19.77	21.37
3	18.29	19.91	21.52
4	18.43	20.05	21.68
5	19.01	20.68	22.36
6	19.39	21.10	22.81
7	19.81	21.55	23.30
8	20.25	22.03	23.82
S02			25.66
S03			25.93
S04			26.22
ST1			25.89
ST2			26.17
ST3			26.59

3. Effective the first pay period beginning on or after June 26, 1999, the following Wage Scale will go into effect.

Wage Group		Lenel 2	Level 3
1	\$18.24	\$19.85	\$21.46
2	18.37	19.99	21.61
3	18.50	20.13	21.76
4	18.63	20.28	21.92
5	19.22	20.91	22.61
6	19.60	21.33	23.06
7	20.03	21.79	23.56
8	20.47	22.27	24.08
S02			25.94
S03			26.22
S04			26.51
ST1			26.17
ST2			26.46
ST3			26.88

# AUTOMATIC PROGRESSION

- 3.01 The wage of a probationary employee hired after the date of ratification shall be increased from the entry level rate to the next higher rate from the first day of the work week following completion of one hundred and eighty (180) days of work and to the next succeeding level following completion of the next succeeding one hundred and eighty (180) days of work. Under unique circumstances, when the Company cannot attract sufficient qualified candidates, employees may be started at a level higher than the entry level, in which case they will progress to the next higher rate every one hundred and eighty (180) days of work the matter.
- 3.02 An employee with seniority who successfully applies for and retains a job in a higher wage group will be paid the next highest rate in such wage group above his current rate. He shall have his wage increased thereafter in accordance with 3.01 above.

#### COST OF LIVING ALLOWANCE

4.01 In addition to the wage rates set out in the hourly wage rate schedules, any increase or decrease in the Cost of Living Allowance will be

calculated on the basis of one (1) cent per hour for each full .12 three month average change in the Consumer Price Index (1981 = 100) as published by statistics Canada.

- 4.02 The base point for future adjustments shall be 182.26
- 4.03 Effective as of the first pay period beginning on or after Date of Ratification, the current eighty-three (83) cents per hour Cost of Living Allowance paid as of June 22, 1997 will be incorporated (folded) into the wage rate schedule
- 4.04 Future quarterly adjustments in the Cost of Living Allowance, beginning with September, 1997 will be effective as of the first pay period following the release of the last C.P.I. figure, providing release date falls on a Friday. If a C.P.I. release date falls on a Monday. Tuesday, Wednesday or Thursday, that quarterly adjustment in the COLA will be effective for the pay period which commenced on the previous Saturday.

Month of Adjustment	Based on C.P.I. Adjustment	For Months of:
First	Sep./97	June, July, Aug., 1997
Second	Dec./97	Sep., Oct., Nov., 1997
Third	Mar./98	Dec., 1997, Jan Feb., 1998
Fourth	June/98	Mar., Apr., May, 1998
Fifth	Sep./98	June, July, Aug., 1998
Sixth	Dec./98	Sep., Oct., Nov., 1998
Seventh	Mar./99	Dec., 1998. Jan., Feb., 1999
Eighth	June/99	Mar., Apr., May, 1999
Ninth	Sep./99	June, July, Aug., 1999
Tenth	Dec./99	Sep., Oct., Nov., 1999
Eleventh	Mar./2000	Dec., 1999, Jan., Feb., 2000
Twelfth	June/2000	Mar., Apr., May, 2000 (and last)

The Company guarantees that the total adjustment by June of each year will increase by a minimum of 28 cents per hour, for a total minimum guarantee of 84 cents by the June 2000 adjustment

4.05  $\,$  The amount of any allowance paid as Cost of Living will not be incorporated into the basic wage rates, but shall be included in computing overtime,  $_{\rm statutory}$  holidays and vacation pay.

4.06 In the event that Statistics Canada ceases to publish the monthly Consumer Price Index and/or initiates any change that will affect the foregoing method of computing the Cost of Living Allowance, such change will be subject of discussion by the patties prior to amending the above terms of reference.

4.07 The amount of Cost of Living Allowance (COLA) effective for any period shall be in accordance with the following table:

Three Months Average Statistics Canada Consumer Price Index (1981 = loo)	cost of Living Allowance Cents Per Hour
(1701 = 100)	
182.25 - or less	0
182.26 - 182.37	1
182.38 - 182.49	
182.50 - 182.61	2 3
182.62 - 182.73	4
182.74 - 182.85	5
182.86 - 183.97	6
182.98 - 183.09	7
183.10 - 183.21	8
183.22 - 183.33	9
183.34 - 183.45	10
183.46 - 183.57	11
183.58 - 183.69	12
183.70 - 183.81	13
183.82 - 183.93	14
183.94 - 184.05	15
184.06 - 184.17	16
184.18 - 184.29	17
184.30 - 184.41	18
184.42 - 184.53	19
184.54 - 184.65	20
and so on for each .12 change	ge in the C.P.I.

 $4.08\,$  No adjustments, retroactive or otherwise, shall be made because of any revision which may be made in the published figures of the Statistics Canada Consumer Price Index.

# LEADHANDS

5.00 Leadhands shall be paid a premium of twenty (20) cents per hour.

#### INSURANCE AND HEALTH PROGRAMME BENEFITS

**6.00** The Hospitalization and Group Benefits provided in this Agreement were amended as per the Memorandum of Settlement dated June 28, 1997. (See Hospitalization and Health Programme Booklet.)

#### PENSIONS

**7.00** The Non-Contributory Pension Plan which was inaugurated on December 1st. 1958. and was amended on February 1st, 1962, April 1st. 1963, September 24th 1965, October 1st, 1968, September 15th. 1972, December 5th 1975, November 16th. 1978, September 1st, 1981, June 23rd. 1987, June 23rd, 1990 and has been further amended effective June 30th 1994 and June 28, 1997 (See Pension Plan Booklet.)

#### SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN

- **8.00** The S.U.B. plan for which contributions by the Company commenced on June 23. 1962, has been amended by the Actuaries of the Company and the Union to provide:
- (a) Three Plans tied together to meet governmental rulings requirements:
  - (1) S.U.B. Plan
  - (2) Separation Payment Plan
  - (3) Automatic Short Week Benefit Plan
- (b) Improved level of benefits
- Guaranteed annual income benefits, effective September lst, 1968 (see S.U.B. Plan Booklet).

#### **DENTAL PLAN**

9.00 Dental services will be reimbursed based on the following fee guide:

Effective January 1, 1998, Dental services incurred after that date will be reimbursed according to the 1997 ODA fee guide.

Effective January 1, 1999, Dental services incurred after that date will be reimbursed according to the 1998 ODA fee guide.

Effective January 1, 2000, Dental services incurred after that date will be reimbursed according to the 19% ODA fee guide.

#### JURY DUTY

10.00

1) Employees required to serve Jury Duty shall be paid the difference between their normal day rate and the amount they receive as Jury Duty Pay.

- 2) An employee absent from work in order to serve as a witness in compliance with a subpoena in a federal or provincial court of law in the province in which he is working or residing, shall be paid the difference between his normal day's wages and the amount he receives as a witness. An employee is not entitled to pay under this provision in circumstances where the employee:
- (a) is called as witness against the Company or its interests; or
- (b) is called as a witness on his own behalf in an action in which he is a
- (c) voluntarily seeks to testify as a witness; or
- is a witness in a case arising from or related to his outside employment or outside business activities.

#### BEREAVEMENT PAY

11.00 Pay, at regular day rate, not to exceed three (3) days will be paid an employee who loses either wife, husband, son, daughter, sister, brother, mother, father, grandmother, grandfather, father-in-law, mother-in-law including stepparents of the employee or his spouse. Payment is made to the extent of the time lost. (Excluding Saturdays and Sundays.)

### SPECIAL VOLUNTARY RETIREMENT ALLOWANCE

12.00 The Company will offer a Special Voluntary Retirement Allowance ("Allowance") for those employees in job classifications which are affected by a job amalgamation which takes place during the first eighteen (18) months of the Agreement. The Allowance will be paid to such employees who, within three (3) months of the amalgamation, retire with ten (10) years or more of Credited Service under the terms of the Local 112 Non-Contributory Pension Plan.

The amount of the allowance for an employee will be one (1) week's wages at his regular hourly rate (excluding COLA) for each completed year of his credited de Havilland service under the Pension Plan and will be payable in a lump sum within thirty (30) days of the effective date of retirement.

Further, in these specific circumstances, if such employee is between 60 and 62 years of age at the time of such retirement and has at least ten (10) years of credited service, his pension shall be without actuarial reduction.

12.01 Employees with ten (10) years or more of Credited Service who are scheduled to retire under the Pension Plan on July 1, 1994, who are currently in job classifications which are affected by a job amalgamation agreed to in this Memorandum of Settlement, will be paid the Special Voluntary Retirement Allowance.

#### WCB ADVANCES

13.00 If an employee applies for Worker's Compensation Benefits and has not yet received such benefits, the Company will directly advance him monies, equivalent to S & A maximum benefits, provided the employee tiles medical proof of disability, including medical reports submitted to the Board, and signs the required form. Such form will acknowledge his commitment to repay the monies advanced from WCB benefits subsequently received or, if such benefits are denied or are insufficient, from wages or other benefits to which he may be entitled. The employee shall also authorize the Company to deduct such amounts due it from WCB lost-time benefits or wages payable to the employee, including vacation, termination or severance pay, and retain those amounts to the extent required to repay all monies advanced. Repayment schedules from weekly wages shall be established at a rate of \$250 per week but not exceeding 30% of wages.

#### SCHEDULE "B"

# HOURS OF WORK OVERTIME CONDITIONS, ETC.

# REGULARLY ASSIGNED HOURS

1.00 The regular work week shall be five eight-hour days, Monday through Friday, inclusive, except Stationary Engineers who shall work any five days of the seven, Monday through Sunday.

# NO GUARANTEE

 $2.00\,$  The Company does not guarantee to provide work to any employee for the regularly assigned hours or for any other hours.

#### STARTING AND STOPPING TIMES

3.01 The hours of work are as follows:

07:30 a.m. - 04:00 p.m. 04:-0 p.m. - 12:30 a.m.

3-shift operations: 07:30 a.m. - 03:30 p.m. 03:30 p.m. - 11:30 p.m. \*\*11:30 p.m. - 07:30 a.m.

\*\* It is understood that the shift beginning 11:30 p.m. is to be treated as the next day's shift, and the overtime rates for work on a Sunday do not apply to the shift beginning Sunday at 11:30 p.m.

3.02 The Company may make changes in the starting and stopping time of the shifts noted above, provided such changes do not result in such shift hours being moved up more than one-half (I/2) hour or moved back for more than one-half (1/2) hour. Such changes in starting and stopping times may not involve all employees on a shift. Any change of more than one-half (I/2) hour may only be made by mutual agreement between the Union and the Company. At least three (3) days' notice will be given to the Union by the Company of any

change in the starting or stopping time of shifts. The end result of the above allows three (3) starts per shift with one-half (1/2) hour between starting times.

- 3.03 Shifts starting at midnight will be deemed to start on the day the shift is worked.
- **3.04** All employees working on an eight (8) hour day three-shifts per day basis shall be entitled to a lunch period of twenty (20) minutes which shall be paid for. Employees working shifts other than above will have a one-half (112) hour unpaid lunch period.
- **3.05** An employee shall have the right to volunteer for a transfer to a permanent off-shift, and shalt receive preference over a junior employee. The Union will be notified of those employees assigned to work on a permanent off-shift prior to the effective date.
- **3.06** Consistent with work requirements the Company may, wherever necessary, assign employees to second and/or third shifts, provided that no employee will be required to work more than two (2) weeks on one off-shift, before rotating to the next shift. In all cases where shifts are worked the Company agrees to equalize such shift work among the employees usually performing the work in the classification affected.
- **3.07** For off-shift workers, unless otherwise agreed upon, the shift which commences on the evenings of the holiday will he considered as the shift for that holiday.

#### **PENALTY FOR LATENESS**

**4.00** Lateness in reporting for work will be deducted on the following basis:

2 minutes late no deduction
3 minutes late 6 minutes deduction
8 minutes late 6 minutes deduction
9 minutes late 12 minutes deduction
14 minutes late 12 minutes deduction
Etcetera

Persistent lateness or absenteeism may he made reason for disciplinary action.

#### WASH UP PERIOD

A personal wash up period of five (5) minutes before the end of a work shift will be maintained.

#### REST PERIOD

A rest period of ten (10) minutes will be maintained, at a time set 6.00 by the Company and the Union as mutually agreed.

#### REPORTING ALLOWANCE

In the event that an employee reports for work on his regular shift without having been previously notified not to report, he will be given at least four (4) hours work at his appropriate rate of pay, or, if no work is available, he will be paid the equivalent of four (4) hours at his appropriate rate of pay in lieu of work. Where the Company's inability to provide work is due to fire, flood, power failure, major mechanical breakdown or work stoppage, the foregoing shall not prevail.

#### CALL IN ALLOWANCE

Any employee who has completed his shift and, having clocked out, is then asked to work extra time, shall receive a minimum of four (4) hours pay at the appropriate rates for such additional work.

#### OFF SHIFTS

9.01 The Company may operate off-shifts in any or all departments if necessary to comply with work requirements, and will compensate any employees engaged in such off-shifts by the payment of an off-shift premium in

Eighty (80) cents per hour per shift.

Such a premium shall be included in the hourly rate for the calculations of overtime.

- For the purpose of payment of an off-shift premium a shift which commences between the hours of 12 noon and 8:59 p.m. will be regarded as an afternoon shift. Any shift commencing between the hours of 9:00 p.m. and 5:59 a.m. will be regarded as a night shift.
- When an employee is required to report for work ahead of his normal shift starting time in order to do overtime work, this shall not be regarded as a change in the commencement time of his shift.

It is understood that in the application of the above paragraph (b), the employee will complete a total of eight (8) hours at a stretch.

#### OVERTIME RATES AND CONDITIONS

- 10.01 Any work performed by an employee in excess of eight (8) hours at a stretch, in any day of his regular work week shall he paid for at the rate of time and one-half. Any work done on Saturday will also be paid for at time and one-half
- 10.02 All work performed on Sunday except for those whose work week is any five (5) of the seven (7) days will he paid at the rate of double time.
- 10.03 Stationary Engineers whose duties require that they work any five (5) of the seven (7) days shall be paid at the rate of time and one-half for work done on Saturday or Sunday.
- 10.04 If, by mutual consent of the Company and the Union, Saturday and/or Sunday should become part of the regularly scheduled five (5) day week, then payment of time and one-half and double time shall he made for the sixth and seventh days following the adopted five (5) day work week.
- 10.05 In the event of urgent or emergency overtime work for which no qualified employee will volunteer, the Union agrees to cooperate with the Company In providing sufficient qualified workers to perform such work. In all eases, where overtime is worked, the Company agrees to equalize such work among the employees usually performing such work. A list of overtime worked will be posted and maintained in the department or area respecting each overtime work group. The Union may make representations to the Management as to continuing distribution of overtime work which, in the opinion of the Union, may be unfair.
- 10.06 For off-shift workers, unless otherwise agreed upon, the shift which commences on the evenings of the holiday will be considered as the shift for that holiday.

#### FLIGHT PAY

11.00 An hourly paid employee shall receive a bonus for all time spent in flying required in the performance of the duties of adjusting, recording and operating equipment during experimental and production test flights at the rate of five dollars (\$5.00) per hour. Flight time shall be computed from the time of take-off to the time of landing. Bonus shall not be payable for ferry or other

flights. The Company will continue to provide life insurance coverage in the amount of sixty thousand dollars (\$60,000.00) per employee during flights.

#### WORK PARTIES

- 12.00 Employees required to work at locations other than the Downsview plant, which necessitates their living away from home, shall be subject to the following conditions:-
  - 12.01 Method, travel and route shall be determined by the Company.
- 12.02 Cost of travel fares to location and return will be paid for by the Company. If an employee wishes to use an alternate means of transportation than that determined by the Company, he will be compensated to the value of the Company's selected transportation provided he reports for work at the designated location at the time specified by the Company.
- 12.03 Travel by means of personal automobile, either with or without passengers, will he. the responsibility of the automobile owner.
- 12.04 Travelling time to location and return will be paid at regular hourly rate of pay at straight time, to a maximum of eight (8) hours in any twenty-four (24) hour period, if a method of travel is selected by the employee and to a maximum of twelve (12) hours if method of travel is determined by the Company.
- 12.05 Employees will be paid at their regular hourly rate for the standard hours of work each week, less any deductible lost time. In addition, the Company will pay twenty-five (.25) cents premium per hour for each regular or overtime hour worked on such location (subject only to mandatory deductions). Authorized overtime or shift work will be paid in accordance with the provisions of the Collective Agreement.
- 12.06 Work on location where food and lodging is supplied will warrant, in addition to the hourly premium, an allowance of three dollars (\$3.00) per day for each full day of twenty-four (24) hours on the location.
- 12.07 In the case of work parties at locations where food and lodging are not supplied:
- (a) Actual expenses under arrangements approved in advance by the Company shall be payable for trips of less than twenty-eight (28) calendar days to major urban centres.
- (b) For work parties of longer duration, or if the employee elects to receive expenses under this provision for trips of shorter duration as an alternative

to (a) hereof, a  $_{\text{per}}$  diem allowance of twenty-two dollars (\$22.00) shall be payable to cover all of the employee's expenses at the work location.

12.08 An employee on a work party anywhere on the continent of North America will be afforded an opportunity to return home once each six (6) months for a reasonable period of time. Such time shall not be a paid vacation but rather a period in which he is afforded an opportunity to take a vacation to which he is otherwise entitled, or to take a leave of absence without pay or to work in the plant.

# **OVERSEAS ASSIGNMENTS**

13.00 All conditions relating to work performed by employees outside the limits of Continental North America will be discussed with the parties concerned before such job assignment is initiated.

#### SCHEDULE "C"

#### ANNUAL VACATIONS WITH PAY

- 1.00 The Company will require all employees to take a vacation and may close the Plant for such purpose, or in the alternative, may stagger their vacations in order to maintain continuous production or repair facilities. The Company will post a notice advising employees of the vacation program by January 1st of the current year, and sooner if possible. Subject to the above, vacation may be taken from June 1st to May 31st of the following year, providing that an employee shall not combine one year's vacation with the following year's entitlement.
- 2.00 Employees, who on June 1st of the year 1997 and of each succeeding year that this Agreement remains in effect, have been on the Company's payroll for a period of not less than three (3) months prior to such date, will be entitled to a vacation with pay as follows:-
- 2.01 For those employees with more than three (3) months of service and less than four (4) years, two (2) weeks' vacation with pay equivalent to four percent (4%) of their earnings received from the Company during the previous year of June 1st to May 31st.
- 2.02 For those employees with more than one (1) full year of service. and less than four (4) years, two (2) weeks' vacation with pay equivalent to four percent (4%) of their earnings received from the Company during the previous year of June 1st to May 31st.
- 2.03 For those employees with more than four full years of service and less than twelve (12) years, three (3) weeks' vacation with pay equivalent to six percent (6%) of their earnings received from the Company during the previous year of June 1st to May 31st.
- 2.04 For those employees with more than twelve (12) full years of service and less than twenty (20) years. four (4) weeks' vacation with pay equivalent to eight percent (8%) of their earnings received from the Company during the previous year of June 1st to May 31st.
- 2.05 For those employees with more than twenty (20) full years of service, five (5) weeks' vacation with pay equivalent to ten percent (10%) of their earnings received from the Company during the previous year of June 1st to May 31st.

# SERVICE TIME

- 3.00 "Service" as designated above shall mean the total of the periods of time during which the employee has drawn pay from the Company, save and except that an employee who was separated from the Company, shah forfeit any service time accrued should he later be reemployed. However, employees who had been credited with prior service at the date of signing this Agreement, shall not lose such service time accrued.
- 3.01 "Earnings" as designated above, shall mean the total amount of wages, overtime payments or Cost of Living Allowance paid by the Company in respect to continuous service during the calendar year ending May 31st plus the amount an employee would have earned on straight time, for standard working hours, during any time lost on account of (a) compensable injury due to occupational accident, or (b) illness or accident for which Group Insurance benefits are paid, or, (c) approved maternity leave under Article 28, providing that, in none of these cases shall the period exceed fifty-two (52) weeks. Vacation pay for the previous year shall also be included as earnings.
- 3.02 AU deductions normally made from an employee's pay shall be deducted from the employee's vacation pay.
- 3.03 Vacation pay in the case of termination of an employee will be as provided herein and based on their appropriate entitlement for service from June 1st of the previous year.

# PAYMENT FOR PLANT HOLIDAYS NOT WORKED

4.01 All employees covered by this Agreement shall be paid their regular wages at straight time less legal and statutory deductions for the following Plant Holidays ("regular wages" herein shall include permanent offshift premium):-

	<u>1997/98</u>	<u>1998/99</u>	<u>1999/00</u>
Canada Day Floater Labour Day Thanksgiving Floater Day Before Christmas Christmas Day Boxing Day	July 1 (T) June 30 (M) Sept. 1 (M) Oct. 13 (M) Jan 2 (F) Dec. 24 (W) Dec. 25 (TH) Dec. 26 (F)	June 29 (M) Sept. 7 (M) Oct. 12 (M) June 30 (T) Dec. 24 (TH) Dec. 25 (F) Dec. 28 (M)	July 1 (TH) July 2 (F) Sept. 6 (M) Oct. 11 (M) ————————————————————————————————————
	(- )		(-)

Civic Holiday			
(in lieu of)	Dec. 29 (M)	Dec. 29 (T)	Dec. 29 (W)
Floater	Dec. 30 (T)	Dec. 30 (W)	Dec. 30 (TH)
Floater	Dec. 31 (W)	Dec. 31 (TH)	Dec. 31 (F)
New Year's Day	Jan. 1 (TH)	Jan. 1 (F)	Jan. 3 (M)
Good Friday	Apr. 10 (F)	Apr. 2 (F)	Apr. 21 (F)
Victoria Dav	May 18 (M)	May 24 (M)	May 22 (M)

providing that the employee is not absent without permission from work either on the work day immediately preceding or the work day immediately following the holiday.

#### 4.02

- (a) It is further provided that an employee will be paid for such a holiday if he can supply the Company with satisfactory reasons for hi absence on either the work day before or the work day after the holiday but absence on both days will disqualify the employee. It is understood that if an employee commences a Leave of Absence during the week prior to and the week after a plant holiday, the qualifying days referred to above will be his regularly scheduled work day prior to and his regularly scheduled day after the absence.
- (b) An employee who is absent before, after, or on either side of a plant holiday while on scheduled vacation will be paid for such plant holiday.
- 4.03 Such employees as may be required to work on any of the plant holidays enumerated above shall be remunerated at double time in addition to the compensation provided in Article 4.01 above.
- $4.04\,$   $\,$  Holidays falling on a Saturday or Sunday will be observed on the following Monday.

#### SCHEDULE "D"

#### SCHEDULE OF DIRECT AND INDIRECT PRODUCTION WORK FLOW CHARTS AND JOB DESCRIPTIONS

- $1.01\,$  Job Classifications and descriptions in this Schedule "D" apply to production workers.
- 1.02 Job Classifications which are assigned to Wage Groups 8, 7 and 6 are those which require the skill and training comparable to that of a journeyman. Employees classified in these groups can satisfactorily perform the operations of their classification with a minimum of direction and may be required to assist in the training of lass skilled workers.
- 1.03 Job Classifications assigned to Wage Group 5 require less skill and training than classifications referred to in Article 1.02 above. Employees in Wage Group 5 perform their work with minimum direction and may be required to familiarize new employees with their duties.
- 1.04 Job Classifications assigned to Wage Groups 4, 3 and 2 cover work which is largely repetitive or alternately require ordinary care rather than skill and training.
- 1.05 Wage Group 1 contains Job Classifications covering the sweeping. cleaning and labouring or other jobs in which no prior experience is necessary.
- 1.06 An employee will not be classified in a Job Classification because of his performing isolated or singular duties set forth in a classification but will be classified in the Job Classification in which he regularly performs.
- 1.07 An employee may not necessarily he required to perform all the work operations described under his Job Classification nor will he have the right to refuse to perform operations which are not described, providing they are related to his particular Job Classification.
- 1.08 An employee will only be required to perform the necessary work operations of his classification with the degree of guidance and instruction which is considered usual or normal. This clause shall also apply where an employee is surplus and is transferred within his classification.

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- 1.09 The Company agrees that in the application of Clauses 1.06 and 1.10 inclusive, employees will not be assigned work of another classification except as provided under Article XIX.
- 1.10 Certain previously separate Job Classifications have been merged. It is not expected that employees in the amalgamated classifications will be able to immediately perform all the operations required of the classification. It is, therefore, understood that the Company, in rotating employees in such classifications, will permit a reasonable period of familiarization.
- When a new job is introduced which is not covered by an existing classification, the Company agrees to submit to the Union within thirty (30) days, an occupational summary of the job and the grouping to which it has been assigned. If within thirty (30) days following notification the Union has not placed an appeal in the manner described hereunder, the Job Classification and its grouping shall be deemed acceptable to the Union.
- In order to provide for appeal against a new Job Classification, or its grouping, the following procedure shall be used.
  (a) The Union shall lodge the appeal in writing to the Labour Relations
- (a)
- The appeal shall outline the reason or reasons for disputing the description (b) and the Job Classification groupings.
- A committee of six (6) shall be appointed to review and decide the (c) disposition of the appeal. The committee shall comprise three (3) members of the Local Union and three (3) members of Management.
- Failing a satisfactory disposition of the appeal, either party may refer the matter to arbitration.

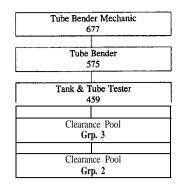
# **GENE**RAL CLASSIFICATIONS CHART NO. Tube Bending Group ...... Heat Treat Group \_\_\_\_\_\_\_\_6

Paint Group			
GROUP 8	JOB NO.	FLOW CHART	
Mechanic, Development Avionics Inspector I Inspector, Aircraft Technician, Electronic Engineer, Flight Service	890 870 806 804 802	4 19 21 2 3	
GROUP 7			
Inspector, Flaw and Crack Detection Mechanic, Engine & Propeller Heat Treater, Senior Welder, Aircraft Mechanic, Woodworker Writer, Sign Inspector, Aircraft Inspector, Heat Treat & Electroplate	759 751 740 730 725 720 715 714	20 3 6 10 12 13 21 20	
GROUP 6			
Mechanic, Plastic Machine Operator, Drivematic Riveting Machine Mixer, Sealant Mechanic, Press Shop Mechanic, Magneforming Mechanic, Tube Bender Operator, Production Machine	686 685 684 682 680 677 676	7 4 4 5 4 1 18	

Avionics Inspector II	670	19
Inspector, Plastics	648	17
Upholsterer	640	9
Inspector, Aircraft	638	21
Inspector, Materials	635	22
Inspector, Paint & Fabric	634	17
Mechanic, Plastic Production	630	7
Mechanic, Brake Press	622	S
Patternmaker. Plaster	621	14
Mechanic, Sheet Metal	618	4
Installer, Radio & Radar	615	2
Mechanic, Electrical	614	2
Mechanic, Woodshop	610	12
Palmer, Spray Aircraft	609	13
Mechanic, Bench Fitter	605	4
Mechanic, Airframe	604	3
GROUP 5		
Production Control	595	8
Assembler. Aircraft	590	4
Assembler, Plastic	583	ż
Woodworker, Production	582	12
Finisher, Machined Parts	578	4
Tube Bender	575	1
Dresser, Sheet Metal	560	5
Driver, Truck & Fork Lift	550	11
Operator, Magneforming Machine	531	4
Operator, Do-All Saw	523	5
Operator, Drill Press & Layout	518	5
Die Cleaner	515	14
Installer, Electrical	507	2
GROUP 4		
0". M. 0 F.		
Oiler, Motor & Equipment	460	11
Tester, Tank & Tube	459	1
Operator, Short Metal Machine	458	10
Operator, Sheet Metal Machine	452	5
Operator, Bath & Spot Weld Operator, Sandblast	438	6
Assembler, Electronic & Electrical Detail & Coding	414	10
Palmer, Spray Parts	406 402	2 13
ramer, spray raits	402	13

# GROUP 3

Operator, Equipment Operator, Seed Blast Stock Chaser Receiver, Checker Wrapper	352 315 309 308 301	11 23 23 23 16
GROUP 2		
Parts Washer Material Handler, Aircraft Deburrer Attendant, Bath Parts Stamper Paint Remover	217 216 214 213 207 203	23 23 23 23 23 23 23
GROUP 1		
Labourer Cleaner - Sweeper Cleaner - Sweeper	102 101 101	11 16 11



# **Tube Bender Mechanic 677-1**

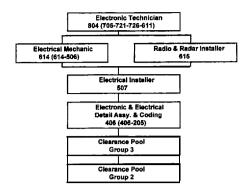
Required to perform the operations necessary to mock up and develop trial installations of tube and piping systems in aircraft and to fabricate tubing or piping masters or samples for production use. Required to fully utilize all functions of Tube Bending Equipment and attachments to which it is or may be adapted, e.g. tape controllers and on-floor Numerical Control or electronic programming equipment.

# Tube Bender 575-l

Required to perform the operations necessary to set up and operate various types of hand and power operated tube bending machines and related equipment to bend and finish metal tubing and piping, working to tube or piping masters, samples and/or drawings, sketches, electronic or tape control systems.

#### Tank and Tube Tester 459-I

Required to test pipes, tubes and tanks as instructed.



#### ELECTRONIC TECHNICIAN 804-Z

Required to install, function, dismantle, overhaul, repair, bench test, trouble shoot and correct radio and electronic equipment and electronic services in the aircraft or on the bench from information provided or available. Including microwave equipment.

In addition to the duties of a Group 6 Instrument Mechanic, the Group 7 Instrument Technician is required to test, calibrate, repair, function and completely overhaul electronic type instruments and systems. Must be capable of trouble shooting, correcting and adjusting electronic instrument fight snags. Also construct and completely overhaul instrument test equipment. Must be able to adapt instrumentation of all types to provide suitable systems of collecting test data. Must be able to perform and function trial and prototype installations of all types of aircraft instrument systems. Must be able to work to verbal instructions and/or sketches from Engineering Department.

Repairs, rebuilds, adjusts, maintains and sets up in service, various makes of aerial, movie and still cameras by dismantling, repairing and adjusting lenses, shutters and diaphragms, using measuring devices to make fine adjustments. Repairs and maintains all mechanisms that are not functioning properly.

Reassembles cameras and makes fine adjustments. Must be able to maintain related mechanical equipment such as intervalometers, projection equipment. Must be able to develop and adapt photographic equipment for special purpose work. An employee in this classification may, on occasion, be required to make such parts as may be necessary in the performance of his assignments, essentially bench work.

Requires the dismantling, cleaning and reassembly of aircraft instruments, making of minor repairs, detection and replacement of defective parts, bench testing and adaptation of equipment available to testing; installation of instruments in aircraft and their functional testing.

#### **ELECTRICAL MECHANIC 6142**

Required to install, function, dismantle, overhaul, repair, bench test, trouble shoot and correct electrical equipment and electrical services in the aircraft or on the bench from information provided or available.

Required to assemble, install or remove instruments and instrument assemblies. Make adjustments to instruments that can be performed without dismantling the units. Required to make functional tests in the aircraft to laid down instrument specifications and report satisfactory function or failure.

#### **RADIO AND RADAR INSTALLER 615-2**

Required to install radio and radar equipment directly into the aircraft including the installation of radio and radar circuits, electrical and mechanical hook-up. May be required to carry out simple testing and rework.

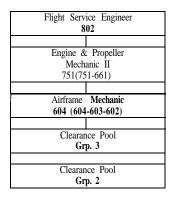
#### **ELECTRICAL INSTALLER 507-2**

Required to install and connect or remove and disconnect various types of electrical equipment and cables, using blueprints, sketches or schematic drawings.

# ELECTRONIC AND ELECTRICAL DETAIL ASSEMBLER AND CODING. 406-2

Required to fabricate, assemble or perform operations as assigned to produce electronic and electrical details.

NOTE: It is agreed that work assigned to this classification will not in future exceed the level of difficulty of work now being assigned to employees in this amalgamated classification.



#### **FLIGHT SERVICE ENGINEER 802-3**

The duties comprise preparation, functioning and checking of engines, hydraulics, pneumatics, electrical installations, rigging and other airframe and engine components or analyze trouble and provide correction for same, and to perform pre-flight runup of engines on any aircraft beyond final assembly starting with "fuel flow" and for customer delivery, and on aircraft that are fully operational and have been in service. This classification may require an "M" License in certain areas, and any incumbent must be able to obtain a license should it be required.

#### ENGINE AND PROPELLER MECHANIC II 751-3

Requires the complete dismantling, overhaul and reassembly of aircraft engines, including components and propellers. Must have knowledge of shop practices, be capable of following test procedures, drawings and production methods relating to the above. Carry out correct diagnosis of operating defects.

Requires the complete dismantling. build up and test of any one component. i.e. fuel systems, C.S.U. and Individual components of a propeller. Must be familiar with complete build of engines, but is not required to engine test. Must be capable of carrying out balancing machine operations as applied to all rotary parts.

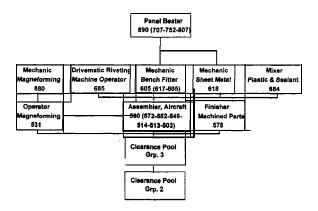
# AIRFRAME MECHANIC 604-3

Responsible for installing, repairing and functioning any or all parts or components necessary to fabricate a complete airframe including rigging, i.e. the adjustment of flight and engine controls for correct coordinated linkage, tensions and travel. Must be a sight reader of blueprints and trouble shoot the work of Airframe Assemblers.

Requires the general servicing of aircraft power plants; this includes installation or removal of engines, engine mounts, propellers or other accessories, including cowls and coolers, and provide proper setting of controls, preflight engine runup and trouble shooting.

Requires the overhaul, modification and/or installation of any or all piping, hydraulic or pneumatic units to schematic drawings, blueprints, engineering changes or verbal instructions. Required to perform testing, functioning, trouble shooting on any hydraulic or pneumatic unit, complete or partial installation.

STRUCTURALGROUP Chart No. 4



# **DEVELOPMENT MECHANIC 890-4 (707,752,807)**

Forms sheet metal into odd shapes by employing beating and wheeling methods to drawings, loftings, sketches or verbal instruction and completes the assembly of the unit. May be required to perform work of a sheet metal mechanic.

Must perform the work of a Bench Fitter Mechanic and Sheet Metal Mechanic and in addition is required to develop and manufacture all parts and mechanisms from approved materials as assigned and in accordance with information provided or available. Carry out experimentation, installation and assembly of pans. Recommend and carry out corrections. Must be familiar with environmental and vibration test procedures and record results where necessary.

Required to develop, manufacture and test prototype precision mechanisms from drawings, sketches and/or verbal instructions, using any required materials having the ability to suggest and incorporate necessary modifications. Must be able to use precision measuring equipment and be familiar with environmental and vibration test procedures and record results where necessary.

#### BENCH FITTER MECHANIC 605-4 (617, 605)

Required to develop and complete complex parts and assemblies. Required to perform all operations in connection with the assembly and fitting of all types of prefabricated parts and fittings. Required to work from information received and/or available. Be able to make temporary tools pertaining to the work. May be required to operate a Wales Strippit Machine. Must do all necessary rework.

#### SHEET METAL MECHANIC 618-4

Required to plan, lay out and to develop any sheet metal part from ordinary or complicated blueprints, making and setting up temporary tooling, to do installation, repair, rework or modification of any sheet metal parts on or off the aircraft. Panel beating or wheeling is not required of a Sheet Metal Mechanic but such Sheet Metal Mechanics as have the ability to Perform this work shall be paid the top rate of Panel Beaters while so engaged.

#### **MECHANIC MAGNEFORMING 680-4**

Required to plan and perform all operations necessary to obtain certification of the magneforming machine for the production of parts to which the magneforming machine and related equipment is or may be adapted. May perform the operations necessary to set up and operate on production runs. Works to blueprints, drawings and general information.

# **SEALANT MIXER 684-4**

Must be familiar with all phases of sealants and be able to accurately mix given formulae as established by manufacturer standards.

May be required to perform sealing assignments in the absence of mixing assignments.

# **DRIVEMATIC RIVETING MACHINE OPERATOR 685-4**

Set up and operate Drivematic riveting machines to perform drilling, countersinking and riveting operations.

#### ASSEMBLER, AIRCRAFT 590-4 (572, 552, 549, 514, 513, 503)

Required to perform the operations necessary to clean and seal pressurized or unpressurized integral wing tanks, pressurised compartments and structures including such typical operations as cleaning surfaces; applying sealants by approved methods and hand working to remove bubbles; closing tanks and compartments and checking for leaks in accordance with standard practice; applying various types of interior coatings by brush and/or spray guns. Performs any rework necessary to prevent and correct leaks. Must know curing and drying time of sealants. Works to blueprints, production bulletins and other like information.

Required to complete, tit and/or assemble prefabricated parts or assemblies to jigs, drawings or aircraft. Perform rework not beyond the level of difficulty normally required in this classification. Employees who are required to perform work of a higher level of difficulty will be paid the top of the rate which is appropriate to the level of difficulty while so engaged. May be required to operate a Dimpling Machine or Erco Rivetter.

Will not be required to plan, lay out or develop complex parts or assemblies, or do rework normally performed by Sheet Metal Mechanics or Bench Fitter Mechanics.

Lay out means other than that accomplished by use of a scale or tape and pencil or scriber.

Required to perform the operations necessary to engrave or mark items such as identification or instruction plates, instruments. tooling, machine and aircraft parts by use of pantograph engraving machines and/or Masson Seeley marking equipment. May engrave templates for production runs.

Installs paneling and other decorative finish in the aircraft and trims the cabins with provided fabric, leather, metal or other material. Stretches fabric between or over structural elements and installs panels by fitting and securing them in place; drilling necessary screw holes; install fittings for drapes and shades; lays carpets, etc. and may be required to place seats or other furniture.

Required to cut, splice or swage, solder and wrap, wire cable, rope or shock cord as assigned and according to information received or available. May be required to carry out prototype installations pertaining to his work.

Required to assemble and fit components and parts to an airframe and perform moderate rework.

Required to dismantle, clean, reassemble hydraulic or pneumatic units Essentially bench work.

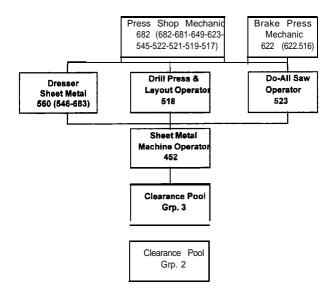
Requires the removal or assembly of engine or power plant components including generators, starters, pumps, constant speed units, cowls, etc. and the cleaning of parts and the carrying out of simple repairs or adjustments. This does not require the dismantling, repair or adjustment of starters, generators, pumps or constant speed units.

# FINISHER. MACHINED PARTS 578-4

Required to perform the operations necessary to finish machined parts by straightening, blending chamfering, deburring and tapping of holes to drawing specifications. This work requires the use of hand and power tools and straightening presses. Performs incidental operations such as marking code or part numbers.

# **OPERATOR. MAGNEFORMING 531-4**

Required to perform the operations necessary to set up and operate a magneforming machine to produce parts for which the machine has been certified. Works to established procedures, process sheets. drawings and/or oral instructions



# PRESS SHOP MECHANIC 682-5

Set up and operate any drop hammer to produce single or double curvature work with or without the use of pressure and/or rubber plates. Develop the use of pressure and/or rubber plates for new parts. Do all necessary hand forming and rough trimming.

Required to perform the operations necessary to set up and operate a Dualform double-acting hydraulic press embodying the Dualform Process to produce various types of sheet metal pressings. As required, performs the operations necessary to clean up and dress dies, punches. sample parts and/or pressings pertaining to the work.

This occupation requires a thorough knowledge of stretching aluminum alloy strip sheets and formed sections around dies. Must be capable of tool proving, first off operations.

Sets up and operates a Farnham Roller. In addition performs all first off work and records the machine setting on a chart form.

Set up and operate a Buffalo Rolls. Check work to templates, blueprints and drawings. Perform all necessary hand work to complete parts according to loft.

Required to determine sequence of operations and set up dies for trial and develop blanks and run off material from accepted dies.

Sets up from charts provided and operates a forming machine known by the trade name Farnham Roller to form bends or curves in sheet metal, adjusting the machine rollers to obtain bends according to template, blueprint or drawing specifications.

Required to set up and operate Hufford Presses on production runs.

Required to set up and operate a Stretch Press.

#### **BRAKE PRESS MECHANIC 622-5**

Requires the planning, set up and forming of all types of sheet metal stock common to aircraft manufacture, by setting and aligning various dies and forms and bending, joggling, channeling, corrugating or forming of angles, including the calculation of bend allowances. Requires a basic knowledge of die construction and materials.

Required to install dies and forms by placing, aligning, adjusting dies and forms in brake presses, and to produce work containing bends, joggles, channels and corrugations.

# DRESSER, SHEET METAL 560-5

Must have ability required to finish sheet metal parts by a hand forming operation using form blocks to be supplied. May be required to operate a crimping machine.

This classification independently dresses or redresses parts from presses formed on unapproved tools. Requires knowledge of set up, planning, forming, materials, bend allowances and operations, etc. appropriate to do the function.

This classification will be used only as required in the development of new form blocks.

#### DRILL PRESS AND LAYOUT 518-5

Required, by use of blueprints, drawings or verbal instructions, to lay out work and complete drilling operations on sheet metal parts.

# **DO-ALL SAW OPERATOR 523-5**

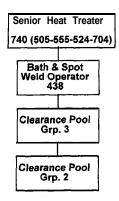
Required to set up and operate the machine, including the welding attachment and have complete knowledge of speeds, feeds and types of blades employed on different types of material.

# SHEET METAL OPERATOR 452-5

Required to set up and operate any of the following machines; router, nibbler, draw bench, slitting shear, rubber press, deburring machine, drills, straightening rolls

When operating a travel router, the operator will be paid a premium of twenty (20) cents per hour for all hours so assigned.

HEAT TREAT GROUP Chart No. 6



# **SENIOR HEAT TREATER 740-6**

By the use of furnaces or other devices, heat treat any metal used in aircraft to required specifications. Must possess a thorough knowledge of the physical and chemical properties of the metals to be treated and be able to work out treatment problems for which no chart or table exists,

Required to heat treat metals to required specifications and to have knowledge of materials and the particular heat treat equipment used. Must also process materials by a variety of chemical methods directly related to the heat treatment.

Requires the setup and operation of the machine and by knowledge of the material and job, work out pressures, voltages and welding sequences.

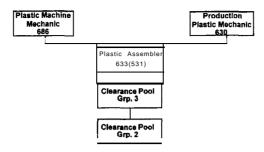
Requires the etching, plating and electroplating of aircraft parts.

# **BATH AND SPOT WELD OPERATOR 438-6**

Required to maintain and operate chemical finishing bath, other than electroplating, with knowledge of materials employed and affected by the bath.

Prepare parts for spot welding to instructions of his Supervisor. Be able to operate a preset spot welding machine.

PLASTICS GROUP Chart No. 7



#### PRODUCTION PLASTIC MECHANIC 630-7

Required to be familiar with all phases of plastic operation, as known, and perform experimental development work from blueprints, sketches or verbal instructions. Must accurately mix plastics to given formulae and accomplish forming process according to directed methods. May be assigned to work in the making of production moulds or dies from master supplied.

# PLASTIC MACHINE MECHANIC 686-7

Required to perform all operations necessary to set up, load and operate machines in the Plastic Shop such as Autoclave, Vacuum Forming Machine and machines of a similar nature; is not required to do experimental work in the Development Shop. Will be required to perform related work in the absence of job assignments on the equipment.

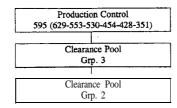
#### PLASTIC ASSEMBLER 583-7 (531)

Required to prepare moulds for layup. Trims finished moulded parts to trim jig or scribe lines by machining, filing or any other approved method. Required to assemble parts by plastic bonding, mechanical fastenings or soft riveting. Locate and drill holes as required by process.

Must be familiar with all phases of Plastic Production and be able to accurately mix given formulae as laid down by D.H. standards.

PRODUCTION CONTROL GROUP

Chart No. 8



# PRODUCTION CONTROL 595-8 (629.553.530.454.428.351)

Required to perform the operations necessary to receive and route discrepant materials, parts and assemblies to their respective areas in the Material Review Central Control. Makes a preliminary determination from work orders, drawings and inspection documentation as to whether such items are scrap or for referral to the Material Review Board. As required, carries out the investigations necessary to obtain information as to the cause of defective parts and materials. Maintains records of all parts and materials actioned in the Material Review Central Control.

Required to operate a stores, tool crib, receiving or shipping area alone or with assistants; must be familiar with and process necessary records and paperwork.

Requires by the reading of work order cards, blueprints, schedules and collect data reports to expedite parts and materials throughout the Company's operations. Keep necessary records of progression. Responsible for writing and reporting of shortage reports and execute the request on method changes. Requires a thorough knowledge of office and factory procedures.

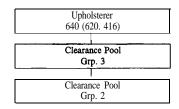
Must set up and operate shears, saws, stitcher, drill sharpener or such other machines as used in stores, shipping or tool crib. Lay out, cut and assemble cartons as required by stores and shipping department.

Requires the reading and follow-up of work order cards, blueprints and schedules with a view to providing a proper progression of parts in a department and, with assistance, clear up matters affecting the regular flow.

Required to receive, store and issue items assigned to tool crib or his particular type of stores, to make packing crates and/or pack aircraft parts for shipments, to assist Group 5 Storesman in the operation of a Stores, Tool Crib or Shipping.

#### UPHOLSTERY GROUP

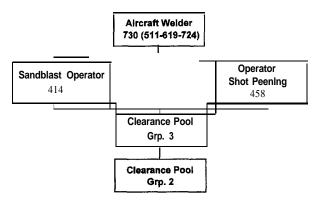
Chart No. 9



Requires the layout, cutting, sewing and fitting of fabric or plastic upholstery or lining materials of a special nature, in cushions or interior furnishing for aircraft. Must work from drawings or verbal instructions.

Required to set up and operate a power sewing machine to sew a variety of fabrics, canvas, leather, vinyl. for installation and assemblies.

WELDER GROUP Chart No. 10



# AIRCRAFT WELDER 730-10

Requires the preparation, setting up and completion of all aircraft welding operations, including repair work. Must possess two or more current R.C.A.F. or other Governmental approvals on any material.

Requires the preparation, setting up and completion of all aircraft welding operations including repair work. Must possess a current R.C.A.F. or other Government approval.

A complete approval is comprised of butt, who and fillet welding (plus hydraulic tube where necessary) on one material using one type of welding equipment.

Requires the preparation, setting up and completion of aircraft welding operations which do not require the possession of a current R.C.A.F. or other Government Approval Test. May be required to spray molten metal of various types, lo specifications, to silver solder and braize and to prepare surface to assure proper bond.

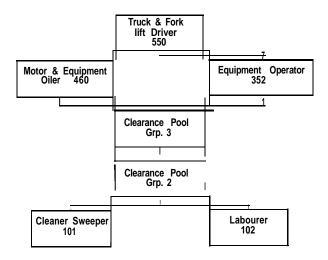
# OPERATOR. SHOT, PEENING MACHINE 458-10

Required to perform the operations necessary to set up and operate shot peening machines including preparation of test pieces for inspection. Work to process and work order cards and/or oral instructions.

# **SANDBLAST OPERATOR 414-10**

MAINTENANCE GROUP

Chart No. 11



# TRUCK & FORK LIFT DRIVER 550-11

Required to drive truck and fork lift equipment as assigned and to dispense gas and oil and maintain accurate records of the same; must possess valid licenses required.

# MOTOR AND EQUIPMENT OILER 460-11

Required to lubricate numerical control machines, electric motor and other mechanical equipment.

# **EQUIPMENT OPERATOR 352-11**

Required to operate tractor, stock train or other comparable equipment.

# CLEANER SWEEPER 101-11

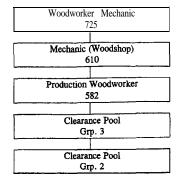
Required to perform the operations to maintain factory and general offices, washrooms, lavatories and other like areas in a clean and sanitary condition by use of necessary equipment. Senior employees in the classification will have a choice of working a permanent day shift or volunteering for the permanent off shift

# LABOURER 102-11

Performs ordinary labouring duties as required.

# WOODWORKER GROUP

Chart No. 12



# WOODWORKER 725-12

Required to perform all operations and functions required of a Group 6 Woodworker Mechanic and in addition must set up and operate an Orton Shaper.

# MECHANIC (WOODSHOP) 610-12

Required to develop and manufacture in wood, masonite or materials that lend themselves to woodworking equipment, parts, assemblies, sub-assemblies or other production requirements. Required to develop and complete templates pertaining to their work.

# PRODUCTION WOODWORKER 582-12

Required to cut, trim and size wood and other materials that lend themselves to woodworking equipment and to carry out assigned wood bonding operations; to use all required wood shop equipment (except wood shaper). Works to detail drawings and/or oral instructions.

PAINT GROUP Chart No. 13



# SIGN WRITER 720-13

In addition to performing the duties of an Aircraft Spray Painter, must lay out, develop, sketch and paint any design from sketches, photographs, blueprints or other medium. Must determine the method to be used, design and make any necessary stencils or other aid.

# AIRCRAFT SPRAY PAINTER 609-13

Requires the complete preparation of surfaces, including masking and priming, finishing and final spotting, touch up, lettering and stenciling of interior or exterior surfaces. Must be able to care for and apply silkscreen stencils. Must mix paints or dopes, work to written or verbal instructions, using blueprints for reference or identification of parts or specifications.

# PARTS SPRAY PAINTER 402-13

Required to prepare, prime and paint (including finishing coat) all parts.

Prepares and primes major components, i.e. wings, flaps, ailerons, elevators, rudders and tailplanes.

Also required to assist the Aircraft Spray Painter by performing detail jobs, before and after the complete spray painting of an aircraft. This work includes cleaning, polishing, masking, including masking of insignia or decorations, hand touch-up of interior or exterior surface areas.

# MOULDING GROUP

Chart No. 14

Plaster Patternmaker 621			
Die Cleaner			
515			
Clearance Pool Grp. 3			
GIP. 3	-		
Clearance Pool Grp. 2			

# PLASTER PATTERNMAKER 621-14

Requires the making of plaster patterns using fettles and wood patterns, etc. Reproduce plastic moulds from wood or plaster patterns. Required to finish Drop Hammer Dies or moulds by grinding.

# **DIE CLEANER 515-14**

Required to complete the final cleaning and grinding of case dies with the aid of lofted fettling templates or by any other acceptable method.

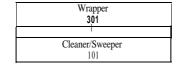
STORES, RECEIVING & SHIPPING GROUP

Chart No. 15

Amalgamated Effective June 22.1994. see flowchart #8

# WRAPPING & CLEANING GROUP

Chart No. 16

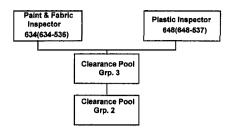


# **WRAPPER 301-16**

Required to package, wrap and hand process light parts, equipment and materials in accordance with established procedures and/or oral instructions.

# **CLEANER-SWEEPER 101-16**

Required to perform the operations to maintain factory and general offices, washrooms, lavatories and other like areas in a clean and sanitary condition by use of necessary equipment. Senior employees in the classification will have a choice of working a permanent day shift or volunteering for the permanent off shift.



# PAINT AND FABRIC SHOP INSPECTOR 634-17

Required to inspect and approve, using all inspection equipment necessary, the techniques and methods used in spray painting and preparation of parts for painting. Required to inspect all fabric and doping operations together with upholstery manufacture and installation. Must possess a knowledge of all protective treatments required in aircraft finishing and finally inspect a complete aircraft for satisfactory paint or finish application. Must have complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

Required to inspect and approve, using all inspection equipment necessary, the techniques and methods used in upholstery, fabric doping, repair and covering. Must be capable of inspecting primed details and carrying out the inspection and pressure tests of tanks (rubber). Must have a complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

# PLASTICS INSPECTOR 648-17

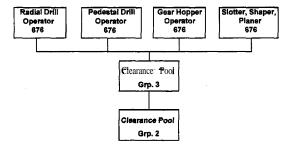
Required to inspect and approve all phases of plastic operations produced from production and/or experimental moulds, working to blueprints, sketches or Engineering Orders. Must be able to check mixture of resins and record same. Carry out humidity checks in plastic manufacturing area and complete records relating thereto. Check the preparation of plastic samples prior to submission to Laboratory and record same. Check oven temperatures, using correct equipment

and record details. Must have a complete knowledge of procedure and be able to complete all necessary documents related to the foregoing.

Required to inspect and approve all operations necessary for manufacturing plastic parts made from production moulds. Must be capable of reading drawings, checking mixing of resins and making necessary records of such. Must have a complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

PRODUCTION OPERATORS - MACHINE SHOP

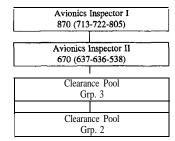
Chart No. 18



# **PRODUCTION MACHINE OPERATOR 676-18**

Required to set up and operate any one of the following machines (for which he is classified) to machine castings, forging and/or produce machined parts from **bar** stock, ferrous and non-ferrous materials, plastics, working from blueprints, drawings and general information. Performs any layout incidental to the work and checks parts for conformance to specifications. Is not required to work on tooling or maintenance type work-

Radial Drill Gear Hobber Slotter Planer Shaper Pedestal Drills



# **AVIONICS INSPECTOR 870-19**

Must be capable of inspecting. using necessary equipment, during all stages of overhaul, repair and installation of ah types of radio, radar and microwave equipment. Must be capable of inspecting the operations and functionings of all the above equipment; also the installation and function of electronic and electrical instruments on the final assembly, overhaul and test flight operations. Must have a complete knowledge of inspection procedure and of Transport Canada radio procedure Re: operating licensed aircraft radio station. Be capable of compiling all necessary inspection records and documents.

Must be capable of inspecting, using necessary equipment, the function of complete radio, radar and electrical systems, circuits and components for satisfactory air operation. Also the installation and function of electrical and mechanical instruments on the final assembly, overhaul and test flight operations. Must have knowledge of Transport Canada Radio Procedure Re: operating licensed aircraft radio station. Be capable of compiling all necessary inspection records and documents. Is required to sign all relevant L-14 section on Military aircraft and complete necessary log book entries.

Must be capable of inspecting, using all necessary equipment, the testing, calibrating, repair, function and complete overhaul of electronic type instruments and systems. Must be capable of inspecting after trouble shooting, corrections and adjustments of electronic instrument flight snags, the construction and complete overhaul of instrument test equipment. Must be capable of inspecting and functional trial all types of aircraft instrument systems, including prototype

installations. Must be able to work to verbal instructions and/or sketches from Engineering and complete all records in connection with inspection duties.

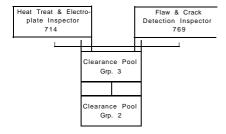
# AVIONICS INSPECTOR II 670.19

Must be capable of inspecting, using necessary equipment, radio, radar and electrical circuits and components, and diagnose faulty installations, circuits and/or mechanical hook up. Must be capable of compiling pre-overhaul strip reports on complete electrical installations or components (not including radio and radar) and functioning of electrical circuits. Must have complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

Must be capable of inspecting, using necessary equipment, the function and calibration of all types of aircraft instruments. Should have basic electrical training. Must have a complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

Must be capable of inspecting, using necessary equipment, megger and continuity check of electrical services installed in the aircraft, excluding the functioning of radio and radar. Must be capable of doing progressive stage inspection of electrical and electronic wiring and installations, write strip reports and function test generator motors, etc. on the test stand. Must complete all necessary inspection reports and documents related to the foregoing and be able to write strip reports. Required to function test generator motors, etc. on test stand.

Required to inspect and test electrical harness, coding, wire gauges, etc. essentially detail inspection. Must be able to read simple schematic sketches covering wiring assemblies. Must have a complete knowledge of procedures and be able to complete all necessary inspection reports and documents related to the foregoing.



# **HEAT TREAT AND ELECTROPLATE INSPECTOR 714-20**

Required to inspect and approve, using all inspection equipment necessary, all operations to procedures carried out in Heat Treat and Electroplating departments. Must possess knowledge of Heat Treat procedures and temperature controlling devices to verify them to be correct. Must be capable of carrying out periodic survey checks on plating equipment and recording instruments. Required to carry out complete checks on electroplating process procedures.

Must have a complete knowledge of procedures and be able to complete all necessary inspection reports and documents relating to the foregoing.

Required to **Inspect** and approve, using all inspection equipment necessary, all operations to procedures carried out in the Heat Treat and Electroplating Departments. Must possess knowledge of heat treat procedures and temperature controlling devices to verity them to be correct.

Required to carry out complete checks on electroplating process procedures. Must have complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

# FLAW AND CRACK DETECTION INSPECTOR 759-20

Must be capable of setting up and operating ultrasonic and other necessary equipment and materials or parts to be tested, in order to check for internal and external flaws. This includes selecting proper crystals, hooking up and

calibrating equipment, and positioning part in a manner that will permit proper orientation of part with search unit.

Must complete all necessary inspection reports and documents related to the foregoing, and have a complete knowledge of procedure.

Most assist in the training of less skilled workers.

Must be able to pass ultrasonic inspectors certification tests.

Must be capable of operating ultrasonic equipment to check materials for internal and external flaws, using prepared ultrasonic technique inspection instructions. Required to accept or reject according to material acceptance standards, as a result of ultrasonic impaction findings.

Must complete all necessary inspection reports and documents related to the foregoing.

Must be able to pass ultrasonic inspectors certification tests.

Required to inspect and approve, using all inspection equipment necessary, material defects by the Magnetic Particle Inspection Method. This involves use of magnetizing and demagnetizing equipment. Zyglo and all crack detection methods must have R.C.A.F. approval.

Most complete all necessary inspection reports and documents related to the foregoing.



# AIRCRAFT- INSPECTOR 806-21

Must be capable of inspecting, using necessary equipment, all operations including functioning and engine run performed between the final assembly and acceptance of the aircraft by the customer. Aircraft Inspector Group 8 may be required to inspect any or all work performed in contraction with the building of an aircraft from the early stages of development through to the final assembly. Must complete all necessary impaction reports and documents related to the foregoing and have a complete knowledge of procedure. Must be capable of obtaining an "M" license should it be required.

# AIRCRAFT INSPECTOR 715-21

Must be qualified to inspect and approve final assembly and delivery of an airframe and in addition, must be able to inspect and approve the assembly, repair, overhaul (recondition) adjustment and function of hydraulic and pneumatic parts, assemblies and systems in a complete or partially completed aircraft, Inspect and approve the installation of propellers, power plants and accessories and other systems and services necessary to assemble a complete or partially completed aircraft except installation and functioning of radio, electronics, electrical and instruments. Must be qualified to inspect and approve sheet metal and sheet metal repairs on an aircraft or its components. Must be able to read and interpret drawings and compile Inspection Survey Reports. This

classification applies only to line assembly and overhaul operations - not to apply to shops.

Required to carry out, using all inspection equipment necessary, the complete overhaul of aircraft gas turbines and piston engines during and after complete overhaul. Requires the knowledge of current assembly, adjustments and method of testing, the correct erection of the component of a gas turbine or piston engine and includes the specified allowance for deterioration, wear, distortion, balancing of parts, etc. Must be able to follow drawing instructions, operation schedules and conversion charts. Required to carry out the complete testing of engine function after overhaul, including calibration and recording of engine performance on test run. Must complete all necessary inspection reports and documents related to the foregoing, and have a complete knowledge of procedure.

### **AIRCRAFT INSPECTOR 638-21**

Must be capable of inspecting, using necessary equipment, aircraft details, subassemblies and components to drawing, and check to functional and test specification requirements. Must be familiar with processes necessary to produce the foregoing parts and have a good knowledge of aircraft material heat treat conditions. Must have complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

Using all inspection equipment necessary, required to carry out a complete final inspection and function of engine accessories during strip, overhaul and complete build to authorised schedules, but is not required to function engine on test run. Must be capable of inspecting and approving test equipment, gauges and test rigs at required intervals. Must be capable of carrying out inventory checks on incoming engines and accessories for overhaul and repair. Must have a knowledge of approved methods of dispatch for shipment including inhibiting, cocooning and packing and be able to complete all necessary impaction reports and documents related to the foregoing.

Required to inspect and approve, using all inspection equipment necessary, the complete power plant prior to and after installation, including propellers and other ancillary equipment. Must be familiar with manufacturer's repair schemes on minor repairs and be capable of following installation drawings and specifications. Must have an elementary knowledge of sheet metal work with respect of cowlings. Must be capable of completing all inspection reports related to the foregoing.

Required to inspect and approve the overhaul and functioning of all hydraulic, pneumatic and vacuum units. Must be capable of compiling strip reports. Must be thoroughly familiar with test procedures, installation of piping systems as laid

down in specifications. Must complete all necessary inspection reports and documents related to the foregoing, and have a complete knowledge of procedure.

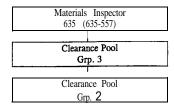
Must be capable of inspecting, using necessary equipment, aircraft details, sub-assemblies and components to drawing, and check to functional and test specification requirements. Must be familiar with processes necessary to produce the foregoing parts and have a good knowledge of aircraft material heat treat conditions. Must have complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

Must be capable of inspecting, using necessary equipment, the assembly of a power plant at specified stages prior to installation in the aircraft. Must have an elementary knowledge of sheet metal work with respect to cowlings, and is required to complete necessary inspection records.

Must be capable to inspect, using necessary equipment, aircraft details and sub-assemblies in any stage of operation, and be familiar with the processes necessary to produce foregoing parts Must have complete knowledge of procedures and be. able to complete all necessary inspection reports and documents related to the foregoing.

# PARTS INSPECTION

Chart No. 22



# MATERIALS INSPECTOR 635-22

Must be capable of inspecting, using necessary equipment, aircraft raw materials with regard to condition, specification and identification; also aircraft parts, assemblies and components with regard to modification status, stage of completion and evidence of previous inspection. Must be familiar with all

relevant packing methods and specification. Must have a complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

Must be capable of inspecting, using necessary equipment, aircraft standard parts, raw materials and proprietary items approved for aircraft use. Must also visually check components for evidence of previous inspection and have a basic knowledge of packing requirements. Must have a complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

CLEARANCE POOLS

Chart No.23

			Receiver Checker 308	Stock Chaser 309	Seed Blast Operator 315	
Ī	Ī			I	I	I
Paint Remover 203	Parts Stamper 207	-	Bath Attendant 213	Deburrer 214	A/C Material Handler 216	Parts Washer 217

# SCHEDULE "E"

# A GLOSSARY OF WORDS AND PHRASES

The following words and phrases are given definition and meaning to clearly indicate the common and consistent interpretation to be placed on them by all persons using the description.

# **ABILITY**

A sufficiency of skill or competence to satisfactorily perform the work required of a job.

# **ASSIGN**

To place an employee in a specific Job Classification.

# **BUMPING**

The adjustment process by which an employee declared surplus in his job classification because of work reduction, may assert his seniority rights to displace an employee in another Job Classification.

# **EMERGENCY**

A condition that is unforeseen and/or is beyond the control of the Company that requires immediate action and where there is no qualified Bargaining Unit personnel available to perform such emergent work.

Generally, the action taken is to prevent damage to Company property or injury to personnel.

# EXPERIMENTING

In the event that it is necessary to do experimenting, the District Union Representative shall be notified and a member of the Bargaining Unit in the classification affected will be present during the period of experimentation and may be called upon to assist in the experimentation.

# FLOW CHART

A diagram or chart which indicates by connecting lines, the job classifications through which an employee may seek promotion or exercise his bumping rights when his job is affected by reduction of the work force.

### GRIEVANCE

A real or fancied cause for complaint for which redress is asked.

# LAYOFF

Termination of an employee's work due to work reduction and under which the employee possesses specific rights of recall to work.

### **LEADHAND**

A Bargaining Unit worker who, because of his extensive job knowledge and experience is able to lead and assist a group of employees from his own or like job classification, for which he is paid a premium rate.

The leadhand shah be assigned to a classified job and paid the additional premium.

The leadhand does not possess supervisory or disciplinary power, nor will he be used to progress or expedite parts or assemblies throughout the plant, nor shall habe required to perform clerical duties outside of his normal classification

# PERSISTENT LATENESS OR ABSENTEEISM

To go on being late or absent after being warned to desist from the practice.

# PREFABRICATED

A part(s) and/or assembly that has already been constructed from raw material according to drawings, sketches and schematic drawings, verbal instructions, or process cards that may or may not require additional alterations to become a finished part(s) or assembly.

### **PROMOTE**

To assign an employee from one Job Classification to another Job Classification bearing a higher ram of pay.

### REPAIR

To restore a part or assembly to its original state or utility after it has been damaged by accident or by wear. This does not have the same meaning as "Rework".

# REWORK

Means to undo and then do over work previously accomplished in order to correct errors or make it conform to changed specifications. Rework can be simple or difficult according to its nature and variety, therefore, the level of difficulty intended is to be determined from the job assignment. (See repair.)

# SURPLUS EMPLOYEES

An employee who remains in the work force but is removed from his job classification due to a work reduction and applies his seniority to another job classification.

### SUSPEND

Temporary termination of an employee's work as a disciplinary measure.

### **TRANSFER**

To change an employee from one work area to another without change in Job Classification or pay rate. The reason for such a change will be explained to the employee and the Union and will be for nondisciplinary purposes.

Senior employees will be given preference if there are sufficient employees who have the skill and knowledge of the work to be performed.

A transfer shall occur when a bargaining unit employee is moved between any of the following locations:

- Plant and Plant.
- Component Assembly and Final Assembly. (b)
- (c)
- Sub-Assembly and Sheet Metal Shop or Fitting Shop.
  One Shop and another Shop, e.g. Sheet Metal Shop and Fitting Shop.
  Final Assembly Dash 7 and Final Assembly C6. (d)
- (e)
- A Shop and the Line Assembly & Overhaul Operations.
- One Stores and another Stores.

It is understood that a move by an employee from one Bay to another Bay is a transfer.

Within the context above, it is recognized that there are specific exclusions which are as follows:

- (i) In the Plant where he normally works, an employee may be assigned to another area to complete or rework an operation usually performed in the employee's regular work area. On completion of that specific operation, the employee will return to his regular work area for further work assignments.
- (ii) A transfer for Tool and Die Makers S-301 and Tool Inspectors S-304 occurs only when an employee in these classifications is moved between the Development Shop and the Manufacturing Operation or vice versa. All other moves of employees in these classifications are work assignments, and not transfers.
- (iii) Maintenance employees may be assigned work in any part of the Company Operation without being transferred.
- (iv) Flight Service Engineers 802-3 and Aircraft Inspectors 806-21 may perform their work anywhere on the Line Assembly and Overhaul Operations in the Plant where the employee normally works. All other moves are transfers.

Due to the absence of Bargaining Unit employees, the Company may move such employees as it deems necessary without the above conditions applying, for a maximum of five (5) working days, and will inform both the employees affected and the Union verbally.

In all incidents of a transfer occurring, written notice will be given to the Union, identifying the employee being transferred, when the transfer occurs, where the transfer is from, and where the transfer is to, except in those situations where the conditions have been mutually agreed to **by** the Company and the Union.

### **TEMPORARY TOOLING - SHOP AID**

Means that a worker recognizes the need for and improvises a mechanical aid of temporary nature which assists in the completion of work with greater exactness, rapidity and/or facility.

# WAGE GROUP

A number of Job Classifications which draw the same rate of pay.

# APPENDIX I

# SKILLED TRADES

- 1. The purpose of this Appendix is to define trades and classifications, wage rates, seniority provisions and all other matters dealing with Skilled Trades work covered by this Agreement. Work covered by the Appendix shall be performed only by the Trades and Classifications as listed below.
- $2.\,$  The provisions of the general Agreement shall apply to employees in the recognized trades and classifications listed below, except as altered by the provisions of this Appendix I.
- 3. The Skilled Trades covered by this Appendix constitute those trades for which an apprenticeship is usually served together with those classifications which form a part of an apprenticeable trade. These are as follows:

# **GROUP III**

# TRADES

S-301	Tool & Die Maker
S-302	Model & Mock-up Patternmaker-Wood

# CLASSIFICATIONS

S-303	Tool Jig Borer Operator
S-304	Inspector - Tool
S-305	Inspector - Standard Room
S-306	Inspector - Metrology
S-307	Electrician - (Electronics)

# **GROUP II**

# TRADES

S-204	Steam-Pipefitter & Plumber-
	Maintenance & Construction
S-206	Electrician-Maintenance & Construction
S-208	Machine Repairman
S-209	Cutter Grinder-Tool
S-210	Mechanic - Auto, Garage
S-211	Mechanic - Air Conditioning and/or Refrigeration

# CLASSIFICATIONS

S-202 Machine Operator-Toolroom - All-round

# GROUP

# **TRADES**

S-102	Welder-Maintenance & Construction
S-103	Metal Worker-Maintenance & Construction
S-104	Carpenter & Cabinet Maker-
	Maintenance & Construction
S-105	Painter-Maintenance & Construction
S-106	Moulder

# **CLASSIFICATIONS**

S-107	Operator-Lathe-Tool
S-108	Operator-Milling-Tool
S-l 15	Machined Parts Inspector

# STATIONARY ENGINEER GROUP

# TRADES

S-04 Stationary Engineer 2nd Class

# CLASSIFICATIONS

S-03	Stationary	Engineer	3rd	Class
S-02	Stationary	Engineer	4th	Class

- 4: A journeyman in any of the designated Skilled Trades shall mean any person who:

- (a) has sewed a bona fide apprenticeship of four (4) years 8000 hours and possesses proof of such apprenticeship service, or
  (b) holds a recognized C.A.W. journeyman card in the trade in which he claims recognition, or
  (c) has eight (8) years practical and general experience covering all phases laid down in the Apprenticeship Course applicable to the trade in which

he claims journeyman status and possesses ample proof of such experience.

- 5. Entry into the Skilled Trades shall be restricted to persons:
- (a) who qualify as journeymen under the provisions set forth in the immediately preceding paragraphs, or
   (b) who qualify for journeyman status through any apprenticeship program
- (b) who qualify for journeyman status through any apprenticeship program which may be negotiated by the parties, or
- (c) who provide documents at date of hire proving their claim to journeyman status both to the Company and the Union Skilled Trades Committeeman,
- (d) who provide documents within fifteen (15) working days of being promoted from any classification.

### 6. SKILLED TRADE SENIORITY

- (a) Employees who are in Skilled Trades or have recall rights thereto as at the date of this Agreement shall retain their seniority established at that date and continue to accrue seniority thereafter.
- (b) New trade journeymen shall have seniority in their trade only as from the date of entry.
- (c) There shall be no crossing between Skilled Trades as designated in this Appendix, except as set forth at (d) below.
- (d) An employee in Group II or Group I on the Toolroom Flow Chart who is qualified in the trade of Machine Repairman may apply for a vacancy in that trade. However, should he be accepted in the new trade, he shall retain for fifteen (15) working days his seniority rights in his previous toolroom classification. After fifteen (15) days, he shall relinquish his toolroom seniority rights and shall be regarded as having entered the trade of Machine Repairman on the first day of his commencing work in that trade.
- (d) An employee already in a classification within a skilled trade who is accepted for promotion to another classification within that trade and finds himself unable to perform the duties of the new job or is found unsatisfactory by supervision, shall be returned to his former classification under Clause 20.03 of this Agreement.
- (f) Any Skilled Trades employee who is accepted for promotion into, or who displaces another employee at the time of reduction of the work force from a classification linked by flow lines on his flow lines on his flow chart shall be credited with accrued skilled trades seniority in his new classification after fifteen (15) working days in such new classification. In the interim his seniority shall remain in the classification from which he had moved.

(g) For the purpose of this Agreement, all the classifications on the Tool Room flow chart, except Inspector Standards S-306, shall be regarded as part of me trade of Tool & Die Maker.

Note: Standards Inspector S-306 will be changed to Metrology Inspector S-306

- (h) The trade of Electrician and the classification of Electrician (Electronics) shall together be regarded as constituting a separate flow chart.
- The trade of Stationary Engineer 2nd Class and the Classes of 3rd and 4th shall together be regarded as constituting a separate flow chart.
- (j) Notwithstanding the provisions of any other part of this Agreement, no employee in Skilled Trades may displace an employee on another flow chart at the time of layoff.
- (k) Tool & Die Makers S-301 and Tool Room Machine Operator All Round S-202 may apply on Job Posting for a Tool Cutter Grinder S-209 with date of entry seniority.

# 7. <u>SUPPLEMENTARY HELP</u>

If, after posting in the plant and advertising in the press, the supply of qualified journeymen is insufficient to meet Company needs, then the Company may post for applications from employees possessing less than journeyman shill. This article applies to Skilled Trades I classifications only.

Consideration shall be given to applications under this Article in the following manner.

- Applications from employees in classifications covered by this Appendix will receive preference in consideration for acceptance into the position providing it is a promotion.
- If the Company is unable to till its needs from those applicants covered by classifications in this Appendix then applications from employees in production classifications will be considered.
- If unable to fill its needs from those applicants in the production classifications. the Company may then hire outside help.
   Employees hired or temporarily promoted under this Article shall be replaced by journeymen within ten (10) days of such journeyman presenting himself for employment.

Production employees upgraded under this provision shall accumulate seniority in the job classification from which they are temporarily promoted but shall not accumulate or acquire seniority in the skilled trades. Employees upgraded under this provision from a skilled trades classification shall accumulate seniority in the skilled trades classification from which they are

temporarily promoted but shall not accumulate or acquire seniority in the trade, or classification, to which they are temporarily promoted.

An employee temporarily promoted under this section will not be permitted to bid for another skilled trades position while so employed. If the employee is declared surplus, he will return to his former job classification.

A non-journeyman employee who is hired under this provision, will acquire seniority under the general provisions of the Collective Agreement, and, when surplus, may displace an employee in Clearance Pool 3 or Clearance Pool 2 in accordance with his required seniority.

Supplemental help employees shall only be permitted to work overtime when all the tradesmen in the affected group who normally work in that trade are first given the opportunity.

This also applies to work parties.

Exceptions to the above are:

- No skilled tradesman can claim overtime on a job that a supplementary help employee has been working on and requires overtime to complete.
- No skilled tradesman can claim overtime on a job being performed by a supplementary help employee in another Supervisor's area.

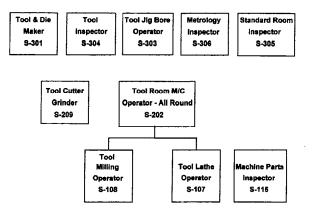
# 8. <u>LAYOFF AND RECALL</u>

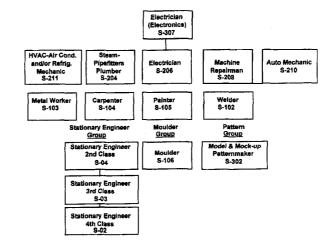
In the event of work reduction, layoff shall be effected in the following manner.

- (a) Employees on temporary assignment under Article 7 shall be returned to the Job Classification in which their seniority rights are vested or, if obtained from outside sources, can elect transfer to Clearance Pools 3 or 2 in accordance with their seniority rights
- 2 in accordance with their seniority rights.

  (b) Trade Journeymen shall be laid off in inverse order of their trade seniority standing, and as illustrated in the Layoff Chart. When work is again available, trade journeymen shall be called back in inverse order of their layoff

# TOOL ROOM GROUP FLOW CHART





Effective the first Pay period beginning on or after June 28, 1997, Date of Ratification):

JOB RATE

# WAGE GROUP

3	\$26.30
S-301	Tool & Die Maker
S-302	Model & Mock-up Patternmaker-Wood
S-303	Tool Jig Borer Operator
S-304	Inspector-Tool
S-305	Inspector-Standard Room
S-306	Inspector-Metrology
S-307	Electrician-(Electronics)

\$ 25.89

- S-202 Machine Operator-Tool Room-All-round S-204 Steam-Pipefitter & Plumber Maintenance & Construction S-206 Electrician Maintenance & Construction
- S-208 Machine Repairman

2

- S-209 Cutter Grinder Tool
- S-210 Mechanic Auto, Garage S-211 Mechanic Air Conditioning and/or Refrigeration

\$25.61

- S-102 Welder Maintenance & Construction S-103 Metal Worker Maintenance & Construction S-104 Carpenter & Cabinet Maker Maintenance & Construction
- S-105 Painter Maintenance & Construction
- S-106 Moulder
- S-107 Operator Lathe Tool S-108 Operator Milling Tool S-1 15 Machined Parts Inspector

SO-4	Stationary	Engineer	2nd	Class	\$25.93
SO-3	Stationary	Engineer	3rd	Class	\$25.65
SO-2	Stationary	Engineer	4th	Class	\$25.38

# 11. FUTURE INCREASES

Effective June 27, 1998, the following wage scale will go into effect:

WAGE GROUP	JOB RATE
3	\$26.59
2	\$ 26.17
1	\$ 25.89
SO-4 Stationary Engineer 2nd Class	\$ 26.22
SO-3 Stationary Engineer 3rd Class	\$ 25.93
SO-2 Stationary Engineer 4th Class	\$ 25.66

# 12. FUTURE INCREASES

Effective June 26, 1999, the following wages scale will go into effect:

WAG	E GROUP	JOB RATE
3		\$ 26.88
2		\$ 26.46
1		\$ 26.17
SO-4	Stationary Engineer 2nd Class	\$ 26.51
SO-3	Stationary Engineer 3rd Class	\$ 26.22
	Stationary Engineer 4th Class	\$ 25.94

# 13.01 APPRENTICESHIP STANDARDS

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the National Automobile, Aerospace, Transportation and General Workers Union of Canada, CAW and its Local Union 112.

### 13.02 PURPOSE

The purposes of these standards is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are

uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient workmen at the conclusion of the training period.

### 13.03 DEFINITIONS

- The term "Company" shall mean de Havilland Inc. and the Bombardier (a) Regional Aircraft Division.
- The term "Union" shall mean the duly authorized representatives of the
- National Automobile, Aerospace, Transportation and General Workers Union of Canada, CAW and its Local Union 112.

  "Registration Agency" on labour standards shall mean the Industrial Training Branch, Ontario Department of Labour. "Registration Agency" faithful and the control of the control for the apprentice as a student. Covering related instruction, shall mean ordinarily the North York Board of Education.
- "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, and his parent or guardian if he is a minor which agreement or indenture shall be reviewed by the Joint Apprenticeship Committee and registered with the Registration Agencies.
- "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he had been assigned under these standards and who is covered by a written agreement with the Company providing for his training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.
- "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.
- "Supervisor of Apprentices" shall mean the person employed as such or the person assigned the responsibility by the Company to perform the duties outlined in these standards of apprentice-ship.
- "Standards of Apprenticeship" shall mean this entire document, including (h) these definitions.

#### 13.04 APPLICATION

Application for apprenticeship will be received by the Personnel and Industrial Relations Department of the Company from applicants considering themselves eligible under the program of training. These applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee; however, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company.

### 13.05 APPRENTICESHIP ELIGIBILITY REOUIREMENTS

In order to be eligible for apprenticeship under these standards the applicant must meet the following qualifications:

(a) He must have a junior matriculation or its educational equivalent.

Notwithstanding other provisions of this Agreement, any employee, other than those classified as apprentices, may file an application for an opening in the apprentice program. If such applicant meets all of the requirements for apprentice training applicable to prospective apprentices, his application will be considered with other applicants for the apprentice program. Where the qualifications of the employee-applicant and non-employee applicant are approximately equal, the employee-applicant will be given preference. An employee accepted for apprentice training shall have his wage rate adjusted to the starting rate of the apprentice rate schedule.

Exceptions to these requirements may be made by the Company upon the recommendation of the Committee for applicants who have unusual qualifications.

It is understood that all applicants must successfully pass the Company's regular employment requirements.

13.06

At the discretion of the Committee, credit for prior experience in the applicable trade may be given after evaluation. Review will be made after completion of apprentices probationary period.

# 13.07 TERM OF APPRENTICESHIP

The term of apprenticeship shall be as established by these Standards of Apprenticeship in accordance with the schedule of work processes and related instruction as outlined in the Appendix attached hereto.

# 13.08 PROBATIONARY PERIOD

The first five-hundred (500) hours of employment for every apprentice shall be a probationary period. During this probationary period the apprenticeship agreement with the apprentice may only be cancelled by the Company after advising the Committee. The registration agencies shall be advised of such cancellations.

#### HOURS OF WORK 13.09

Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeymen employed by the Company. In case an apprentice is required to work overtime, he shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeymen established by these standards is maintained.

# 13.10 RATIO

The ratio of apprentice to journeyman shall not exceed one (1) apprentice to each eight (8) journeymen in the trade in which men are apprentices. (e.g. one (1) toolmaker apprentice to eight (8) toolmakers). If layoffs become necessary, apprentices shall be, laid off to maintain the same ratio.

# 13.11 DISCIPLINE

The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

- inability to learn;

- (a) inability to include (b) unreliability;
  (c) unsatisfactory work; lack of interest in his work or education;
- improper conduct; (e)
- failure to attend classroom instruction regularly.

### 13.12 WAGES

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

```
1st 1,000 hours
                     - not less than 65% of the journeyman's wage rate
2nd 1,000 hours
                     - not less than 70% of the journeyman's wage rate
3rd 1,000 hours
                     - not less than 75% of the journeyman's wage rate
                     - not less than 80% of the journeyman's wage rate
4th 1.000 hours
5th 1,000 hours
                     - not less than 85% of the journeyman's wage rate
                     - not less than 90% of the journeyman's wage rate
- not less than 95% of the journeyman's wage rate
6th 1,000 hours
7th 1,000 hours
8th 1,000 hours
                     - not less than 95% of the journeyman's wage rate.
```

The apprentice shall also receive the annual improvement factor and all cost of living increases that are accorded all other plant employees, where such contract provisions exist.

Hours spent in classroom instruction shall not be considered hours of work in computing overtime.

Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

When an apprentice has completed 8,000 hours of training and after recommendation for his journeymen's certificate by the Committee, he is to receive not less than the minimum rate to skilled journeymen in the trade which he has served his apprenticeship provided an opening exists and he is selected for employment as a journeyman.

Apprentices shall not be paid for attendance at night school. If an applicant is required to attend a day school course in addition to his night school training, he shall receive the difference between the pay appropriate to his apprenticeship period and any compensation paid to him by any government agency.

### 13.13 ACADEMIC TRAINING

Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are attached to this apprenticeship plan. Modification may be made to the schedules by the Committee, subject to final approval by the Company. The Company shall notify the Registration Agencies of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total. A refund of the tuition fee will be made to the apprentice provided he attends at least seventy-five percent (75%) of the class during the season and receives a passing grade. The student apprentice is required to furnish each month, proof of his attendance at the school.

### 13.14 <u>JOINT APPRE</u>NTICESH<u>IP COMM</u>ITTEE

There is hereby established a Joint Apprenticeship Committee as defined in Article 13.03. This Committee shall be composed of four (4) members, two (2) representing the Company and two (2) journeymen employees (as defined in Clause 4 of Appendix I of this Agreement) representing the Union.

The Chairman shall be the Supervisor of Apprentices. The Committee shall

The Chairman shall be the Supervisor of Apprentices. The Committee shall meet once a month unless otherwise agreed. It shall be the duty of the Committee:

- To see that each prospective apprentice is interviewed and impressed with the responsibilities he is about to accept as well as the benefits he will receive
- To accept or reject applicants for apprenticeship subject to final approval by the Personnel and Industrial Relations Department of the Company as provided in Article 13.04.
- To hear and decide on questions involving apprentices which relate to their apprenticeship.
- To determine whether the apprentice's scheduled wage increase shah be withheld in the event that he is delinquent in his progress.
- To offer constructive suggestions for the improvement of training on the iob.
- job.
  6. To certify the names of graduate apprentices to the Registration Agencies and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless recommended by the Committee.
- 7. To review the Šupervisor's monthly report on each apprentice.
- In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

### 13.15 SUPERVISION OF APPRENTICES

Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the Supervisor of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the predetermined schedule of work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their review at the next meeting.

The Supervisor of Apprentices or an individual charged with this responsibility in consultation with the Committee, shall prepare adequate record forms to be filled in by the Supervisor under whom the apprentices receive direction, instruction and experience. Supervisors shall make a report at least every thirty (30) days to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.

### 13.16 SENIORITY

The apprentices will exercise their seniority in their own group. For example, if there are four apprentices in the trade such as "Toolmaker" and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.

Upon satisfactory completion of the apprenticeship program the apprentice will be given seniority equal to 50% of time spent as an apprentice but not more than two (2) years.

Notwithstanding the provisions of the Collective Agreement, dated June 28th, 1997, between the Company and the Union, of which these Apprentice Standards shall henceforward be a part, an employee with seniority who is selected for an apprenticeship shall be permitted if affected by layoff during the first five hundred (500) hours of apprenticeship, to return to his former job classification with the same seniority date that he held immediately prior to becoming an apprentice.

After five hundred (500) hours as an apprentice, an apprentice shah have as his seniority date the date he was accepted as an apprentice and shah not acquire or retain seniority rights to bump into any classification outside that of apprentice.

Similarly, during the first five hundred (500) hours, an employee with seniority shall be permitted, if in the opinion of the Apprenticeship Committee and/or the Company, the employee has failed to demonstrate the ability necessary to complete the Apprenticeship Program, to return to his former classification with the same seniority date that he held immediately prior to becoming an apprentice.

# 13.17 APPRENTICESHIP AGREEMENT

"Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and his parent or guardian (if a minor), which agreement shah be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

The following shall receive copies of the apprenticeship agreement.

- The Apprentice
- 2. The Company
- The Committee
- 4. The Registration Agencies
- The Local Union
- The National Automobile, Aerospace, Transportation and General Workers Union of Canada, C.A.W.

# 13.18 **CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

Upon completion of the apprenticeship under these Apprenticeship Standards, the Supervisor of Apprentices will recommend to the Industrial Training Branch, Ontario Department of Labour, that a certificate signifying completion of the apprenticeship, be issued to the apprentice. No certificate will be issued by the Apprenticeship Branch, Ontario Department of Labour unless recommended by the Committee.

### 13.19 SCHEDULE OF WORK PROCESS

The schedule of work processes and related training shall be established by the Committee for the following trade:

### Toolmaker

The Committee shall also establish work processes and related training for such other trades in which the Company may subsequently decide to employ apprentices. The Company will notify the Committee when it is prepared to consider additional apprenticeship trades.

consider additional apprenticeship trades.

Modification may be made to any schedule of work processes by the Committee subject to final approval by the Company. The Skilled Trades Branch of the C.A.W. may request further discussion upon any such changes within thirty (30) days of such changes being introduced. The Company shah notify the Registration Agencies of such changes.

# 13.20 TOOLING/TEXTBOOK REIMBURSEMENT

The apprentice shall be required to provide himself with a toolbox and a complete set of tools of his trade. Such tools can be obtained progressively through the Company via payroll deduction but not exceeding an indebtedness of \$100.00 at any given time. Upon satisfactory completion of his apprenticeship, the apprentice shall be paid up to \$400.00 reimbursement of cost of tools and text books purchased.

13.21 Wherever in the Agreement the masculine gender is used, it shah also be deemed to include the feminine.

# 14.00 <u>CANADIAN SKILLED TRADES COUNCIL</u>

The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council upon receipt of individual authorization cards signed by the employee at the time of hire.

First deduction to be made from the employees from the first pay received after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

#### 15a. JOB DESCRIPTIONS

The guidelines of discussion shall be the job descriptions applicable to Skilled Trades, the C.A.W. Book of Job Descriptions of the Skilled Trades and the C.A.W. Apprenticeship Standards except where a mutually agreed change has been made in a particular job description. All reference to Numerically Controlled or Tape Controlled machines will be deleted from these guidelines since this is the subject matter for discussion by the Committee on New Technology.

The preparation of Job Descriptions for Skilled Trades shall be the responsibility of the Committee as referred to in the first paragraph of "Lines of Demarcation"

# 15b. LINES OF DEMARCATION

The Chairman of the Plant Committee may request the de Havilland Employee Relations Department to arrange a special meeting to hear the skilled trades representative's views concerning problems in connection with work assignments of employees in skilled trades classifications and to discuss the matter. Such special conference will be attended by the skilled trades Committeeman, a representative of the section of the Management organization in charge of the skilled trades activity involved, and a representative of the Personnel and Industrial Relations Department. The Canadian Director of the National Union or his specified staff representative may attend the conference.

If the matter involves the appropriateness of the work assignment of employees in skilled trades classifications and is not resolved, the Skilled Trades Representatives shall reduce the matter to writing, setting forth all the facts and circumstances surrounding the case and the position taken by the Union representatives. The statement will be presented to the de Havilland Labour Relations Manager. Within a reasonable period of time thereafter, the Company will give the Union a complete statement of the facts of the case and the reasons for its position. Within thirty (30) days of such delivery the Union shall notify

the Company that the case has been withdrawn, or that the Company and Union statementa have been forwarded to the Canadian Director of the National Union or his specified representative.

If in its judgment the matter warrants appeal, the National Union shall within thirty (30) days of receipt of the statements, request a conference to discuss the matter with the above Skilled Trades Committee by written notice to the

Employee Relations Manager of the Company.

The Skilled Trades Committee shall attempt to resolve the matter. If unable to resolve the case within thirty (30) days of the appeal, the case may be withdrawn without prejudice by the Union or may be appealed to an arbitrator for final and binding decision. Such arbitrator shall be a person who is technically **competent** to deal with such a problem and will be selected under Clause 15.04 of the general Agreement.

# 16.00 GENERAL PROVISIONS THAT ARE NOT APPLICABLE SKILLED TRADES.

- Article 19 will not apply. Letter of Intent #35 Overtime Guidelines will not apply.

#### APPENDIX II

# MEMORANDUM OF AGREEMENT

- 1. Former hourly-rated employees of Avro Aircraft Division of Hawker-Siddeley (Canada) Limited who were laid off on July 27th, 1962, and immediately accepted employment with The de Havilland Company Aircraft Division shall have their Avro seniority integrated with The de Havilland Company Aircraft Division employees' seniority.
- 2. Maximum seniority for such former employees of Avro Aircraft Division of Hawker-Siddeley (Canada) Limited shall be December 1st. 1945.
- 3. Former hourly-rated employees of Canadian Applied Research Limited Division of Hawker-Siddeley (Canada) Limited who were laid off on July 27th, 1962 and immediately accepted employment with The de Havilland Company Special Products and Applied Research Limited Division shall have their Canadian Applied Research Limited Division seniority integrated with the Aircraft Division employees.
- 4. Maximum seniority for such former hourly-rated employees of Canadian Applied Research Limited Division of Hawker-Siddeley (Canada) Limited, shah be January 1st. 1946.
- 5. In the event that a pre-July 28th, 1962, de Havilland employee and pre-July 28th, 1962 Hawker-Siddeley employee on the same seniority list have the same seniority dates, then the pre-July 28th, 1962 de Havilland employee shall be deemed to be the senior employee. The same conditions shall also apply in regard to employees of the Special Products and Applied Research Division.

In the event that two former Hawker-Siddeley employees on the same seniority list falling within the scope of this Memorandum of Agreement, have the same seniority date, then the employee with the oldest service date shall be deemed to be the senior employee. In the event that two such employees have the same service date, then Clause 22.04 of the Agreement shall prevail.

# LETTERS OF INTENT

#### AIRCRAFTER

This will authorize the Union to make monthly distribution of the Union Newspaper "The Aircrafter". So long as the conditions are carefully observed, the Company has no objection to the paper being brought into the plant on the day of circulation and distributed at the time clocks between 4:55 and 5:00 p.m.

This authority does not cover distribution of any other material than the

"Aircrafter".

#### 2. AIRCRAFT ASSEMBLER No. 590 - RATIO

A ratio of one (1) Mechanic (Sheet Metal No. 618, Bench Fitter No. 605) to eleven (11) Assemblers, Aircraft No. 590 shall be maintained and assigned on a plant wide basis as needed.

# 3. ELECTIONS

The Company agrees that during the term of this Agreement, the annual election of Officers of Local 112 and election of delegates to the Canadian Labour Congress, the C.A.W. Canadian Council and the C.A.W. Constitutional Convention shall be conducted on Company premises under the following conditions:-

- (a) Actual voting shall take place during lunch period or prior to commencement of a shift.
- The Chairman of the Election Committee or his alternate will be allowed time off to arrange, conduct and complete m-plant elections. It is also understood that upon request the Company will grant time off for the members of the Election Committee. All time required by the members of the Election Committee shall be at the Union's expense.
- It is understood that all By-Elections will be held by Election Committees selected from the individual plants wherein they are to be held. It is further understood that all such elections shall take place out of working hours, e.g. before commencement of shift and during lunch period.
- The Union will be given clearance for retired employees serving on the Election Committee to be on the plant premises during m-plant elections for the purpose of conducting such elections. Such persona will be subject to visitors regulations.

# 4. GATE PASSES

The Company will continue to grant passes to employees requesting to leave the plant for personal reasons. Abuse of this privilege by individuals or groups, however, could cause a closer review and control of the privilege with regard to those individuals.

#### 5. METRIC TOOLS

The parties agree that if metric measuring is implemented in de Havilland and the Government provides financial assistance through the Company for employees to purchase or obtain job related personal metric tools, then the Company will discuss with the Union the administrative assistance or mechanism required for the employees to purchase such tools. If such government financial assistance is available to individuals directly, there will be no required Company involvement. In neither case will there be a direct cost to the Company for the *tools*.

# 6. PAINT SHOP - SHOES

In accordance with the Understanding between the Company and Local 112, the fifty dollar (\$50.00) shoe allowance for Paint Shop personnel will be issued to the employees affected in January of each calendar year.

Such allowance is for the purchase of shoes suitable for the work requirements.

The above allowance shall also be paid on the same basis to employees regularly assigned to perform work on the Cincinnati Millicon 5 axis vertical **mills**, **the Line vertical 3** axis milling machines and the Marwin vertical 3 axis milling machines.

#### 7. PHYSICALLY HANDICAPPED EMPLOYEES

The Company will continue the practice of permitting physically handicapped employees the privilege of early clock out at all its facilities, where justified, to be determined by the Company doctor, and his decision will not be overruled by the Company.

#### 8. POSTING OF NIGHT SHIFT NOTICES

The Company will post such notices on the Monday preceding the week the changes take place. It is recognized that there could be the odd situation or change that might affect the posting.

#### 9. **PRESIDENT OF LOCAL 112**

It is agreed that whenever the President of Local 112 is on Leave of Absence paid by the Union, he will have access to all plants of the Company's operation covered by this Agreement. He shall first notify the Director of Industrial Relations or his designee before proceeding into the plants.

#### 10. RECOGNITION OF UNION OFFICERS

(i) In the application of Article XXVI, the parties agree that Committeemen shall be the first to be recalled if surplus or on layoff during their term of office, as soon as work becomes available that they are entitled lo under Article XXVI in the zone in which they hold representation.

When a Committeeman ceases to hold office he will be permitted to exercise his seniority into the classification he previously declined during his term of office in order to remain as a Union Officer.

(ii) In the application of Article XXVI, the Union Officers covered by this Article shall head the seniority list during their term of office in their zone of representation.

#### 11. SAFETY

- All accidents of a serious nature to be investigated by both Union Safety Chair and Safety Supervisor at time of accident.
- Monthly inspection of all plants by Union Safety Chairman and Safety Supervisor.
- When measures or samples of the occupational environment are being taken, the Union Safety Chairman shall have the right to participate in and observe the measurements or sampling.
- National Union professional health and safety staff shall, with reasonable advance notice, have access to all Company facilities where Union members are employed, for purposes of health and safety inspections and surveys.
- The Company agrees to supply all new Production Process Standards (P.P.S.) related to the use of chemicals, compounds and materials used in the Company's operations on the production of plastic processes, to the

Chairman of the Union Safety Committee during, or at the time of the Union/Management Safety Committee meeting. It further agrees to supply P.P.S. related to the above which were issued prior to the signing of the Agreement, upon request.

- Upon request by the Union, the Company will provide available safety information concerning hazardous materials and will review such information with the Union Safety Chairman and ensure that necessary precautionary procedures are established.
- I. Company will continue to provide, maintain and have available competent staff and medical facilities and provide, without cost to the employee, medical services, physical examinations and other appropriate tests at a frequency and extent necessary to determine whether the health of employees is being adversely affected by exposure to harmful physical agents or toxic materials.

This should also include a complete work profile and medical record of every worker. This record should be kept strictly confidential and should be made available to worker and/or, with his written permission only, to any of his designated representatives.

# 12. **SENIORITY AND BUMPING CLEANERS-SW**EEPER & L A B O U R G R O U P S

Cleaner Sweepers or Labouring personnel who are successful on promotion to a higher rated job on another flow chart, relinquish their right of return to the cleaner-sweeper or labourer's classifications in the event they are surplus to requirements.

Personnel having accepted employment as cleaner-sweepers or labourers and subsequently promoted to jobs within Clearance Pools 2 and 3 would retain the right to return to cleaner-sweeper and/or labourer if surplus to requirements.

Bumping info the cleaner-sweeper and/or labouring classifications is restricted to personnel other than those classifications contained on Flow Charts No. 11 and No. 16, in addition the conditions as covered under Article 24 of the Agreement.

#### 13. SIGNING OFF JOB

If an employee is interviewed for the purpose of signing away his rights to a job, the Plant Chairman or his designee will be present at such interview.

# 14. SKILLED TRADES

Employees who were in the following Skilled Trades classification on July 25th. 1965, shall not be displaced from this classification by layoff by reason of the introduction of Production Machine Operator:

 Radial or Pedestal Drill Operator, Toolroom now known as Tool Radial and Pedestal Drill Operator, S-111.

When the need for the production machining classifications no longer exists, then the work will be assigned to employees in the Skilled Trades classifications who formerly performed this work.

For purposes of seniority, the newly created production classifications and the listed Skilled Trades classifications will be non-interchangeable groups.

# 15. SKILLED TRADES

With regard to Skilled Trades, employees in the categories of Machine Tool Operator. All-round Group II and Special Tool Milling Operator Group II, the provisions of Schedule "D" Clause 1.10 of the Agreement will apply.

#### 16. SOURCE INSPECTION

If the Company determines that outside inspection work is to be performed by Machine Parts Inspectors, Tool Inspectors, Materials Inspectors or any Inspectors working in the Receiving Department, the Company agrees to equalize such work among the employees who normally perform such work subject to:

- (i) continuing satisfactory deportment and performance of inspectors so assigned and,
- completion of individual project assignment by the inspectors initially assigned.

Employees who perform inspection work outside the Plant on a dally basis shall be compensated for their travel and meals.

Should they be required to be away from home overnight they shall be compensated at the rate outlined in Clause 12.07 Schedule "B".

# 17. **JOB SECURITY AND WORK 0 TRADES**

Sub Contracting - Maintenance and Tooling,

i.e. S.301, S.204, 5.206, S.208. S.104, S.105, S.103 are on layoff, the Company agrees that the work of the particular laid off trade shall be performed within the Bargaining Unit except in cases of:

- Short completion time requirements and the immediate unavailability of the required Tradesmen on staff for the work to be performed, or
- ii) unavailability of space or of the required equipment, or
- short duration jobs for which it is not practicable to recall the appropriate Tradesmen.

The Company agrees to notify the Skilled Trades Committeeman in advance and to provide an explanation of the sub contracting of the work of the particular trade when that trade is on layoff.

#### Full Utilization

# 1) Planning

Plant management shall meet, semi-annually to review with CAW Skilled Trades representatives' projected work loads regarding the installation, construction, maintenance, repair, service and warranty work of existing or new equipment, facilities and the fabrication of tools, dies, jigs, patterns and fixtures.

# 2) Information

Advance notice of outside contract activities will be provided in situations other than emergencies, at least 10 days in advance to permit meaningful discussion and a careful analysis of the Company's workforce capabilities in connection with the subject work. This written notice will provide the Union with all available information on the nature of the work, including plans and the number of trades persons required to perform the work.

# 3) pull Utilization

It is the policy of the Company to fully utilize its own employees in maintenance and tooling in the performance of maintenance, construction work and tooling. For the purpose of this clause, Full Utilization shall mean a minimum of six days at eight hours per day. When such work is required to be performed, skilled trades employees will be given first priority to do such work provided they are capable of performing such work.

Contracting and its effect on the Machinist group, i.e., S.209, S.202, S.107, S.108, S.115, S.303

It is understood that the company shall notify the union 30 days prior to a layoff of any of the above trades or classifications. There will be a full disclosure and discussion as to contracts and the parties shall make arrangements to bring the work m-house prior to any layoff. These discussions will be on the

basis of the ability to perform the contract work in the machining group taking

- I) ability to perform the work based on costs
- 2) short completion time requirements and the immediate unavailability of the required Tradesmen on staff for the work to be performed, or
- 3) unavailability of space or of the required equipment, or
- 4) short duration jobs for which it is not practicable to recall the appropriate Tradesmen.

#### Short Recall

- In the event the Company recalls an employee for a period that it estimates will not exceed twelve (12) weeks in duration, hereinafter referred to as a 'temporary recall', the employee will have the right to waive the temporary recall without loss of seniority or recall rights if the employee provides proof satisfactory to the Company that:
- the employee is presently working at another job; or
- 1) 2) the employee attending school; or
- the employee is attending a training program 3) and provided:
- the employee advised the Company's Employment Department within two (2) working days of being contacted by phone, or being in receipt of the certified notice of recall; and
- there is another employee the Company may recall to fill their needs, and such employee accepts the recall.

Should the employee desire to be recalled for a subsequent temporary recall he will advise the Company's Employment Department of such.

In the application of this section the Company shall bear no responsibility, financially or otherwise, to any employee if its estimate of any recall period is in Illiancially of outerwise, to any employee it its estimate of any recan period is in error, provided the Company acted in good faith. The Company's estimate of the recall period shall not consume a guarantee of the amount of work available.

In the application of this provision, no employee shall be displaced by an

employee with greater seniority who has previously waived recall.

Notwithstanding any other provision of the Collective Agreement, an

employee who has waived recall shall have no further entitlement under the SUB Plan or any other benefit plan for the duration of such layoff.

#### SUPPER BREAK FOR WORKING **OVERTIME**

The following procedure has been agreed concerning meal periods in connection with overtime:-

- (a) For overtime of up to two hours being a continuation of the employee's regular shift hours - no supper break.
- (b) For overtime scheduled to exceed two hours being a continuation of the employee's regular shift - a supper break shall be recognized from 4:30 p.m. to 5:00 p.m.

# 19. TOOL AND DIE MAKERS

In the application of Appendix I the following understanding applies to the work assignment of the Tool and Die Makers:-

- (i) Duties involved in the installation of primary services to test rigs will not be the responsibility of the Tool & Die Maker but will be the responsibility of the appropriate skilled trade.
- (ii) The manufacture, attaching or application of pick-up pads or pick-up points on test piece sections or components will not be the responsibility of the Tool & Die Maker.
- (iii) Conducting of static and stress tests will not be conducted or performed by the Tool & Die Maker.
- (iv) The making, construction or manufacture of wood or plastic parts or sections of the modal shall not be the responsibility of the Tool & Die Maker but will be the responsibility of Job No. S-302. Model and Mock-up Patternmaker, and/or Job No. 630, Production Plastic Mechanic.
- (v) The making, construction or manufacture in the Development Shop of sheet metal parts or sections of the modal shall not be the responsibility of the Tool and Die Maker

In addition to the above, should rework be required to be done at the wind tunnel on the part of the model built by the Tool and Die Maker, he will perform this work at the wind tunnel or at the plant should the model be returned for rework.

Tool and Die Makers will be responsible for the making, assembling, installing, modifying and adjusting whiffletrees.

The Company will continue to assign the development mechanic to the work covered by items (2), (3) and (5).

PURPOSE: The purpose of this Training Program is to make certain that extreme care is exercised in the selection of young trainees and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient workers at the conclusion of the training period.

COMMITTEE: "Committee" shall mean the Joint Training Program Committee. The Committee shall be composed of two members appointed by the Company and two members from the Bargaining Committee as selected by Local 112.

RESPONSIBILITIES OF COMMITTEE: The Committee shall be responsible for the establishment of the training schedules, wage rates, number of trainees in a classification, credits for previous experience, standards, selection of trainees and the method of administering, monitoring and modifying the program as required.

The application for the positions of trainees will be through the job posting procedure.

#### 21. WORK PARTIES

Every ninety days, the Company will post for five days, a list of the Job Classifications it anticipates will be required for Work Parties. Any employee who at the time is assigned to the Job Classifications lifted and who is willing to accept any such Work Party assignment. may submit his name for inclusion on the Work Party assignment list on the form provided. An employee must submit a new request each ninety (90) days in order to remain eligible for Work Party assignments. An employee may request at any time that his name be removed from the Work Party assignment list and he thereafter, will not be eligible for such assignments until he re-submits his name in accordance with these procedures.

In forming a particular Work Party, the Company will select the members from among those employees who have submitted their names as herein provided, according to the Job Classifications that ate required in compliance with the Collective Agreement. The Company will, whenever practicable, select members from among senior employees although it is recognized that a senior employee while qualified may not be suitable for assignment on a particular Work Party. Any employee who has submitted his name for the Work Party assignment list who refuses a particular Work Party will he removed from the list and thereafter will not be eligible for Work Party assignments until he resubmits his name in accordance with these procedures. Employees who are absent from work when the Work Party is formed will not be eligible for

selection but such absence will not be considered as a refusal of a particular Work Party assignment.

In the event there is a surplus or layoff within a Job Classification in which there is an employee on a Work Party assignment, such employee shall be retained on the Work Party. Upon cessation of the Work Party, the employee will be subject to any surplus or layoff action which would have occurred if the employee had not been on a Work Party at the time of the surplus or layoff action and any senior employee laid off shall be recalled.

In the formation of each Work Party, the Company will meet with the employees and Union to discuss conditions of the Work party, per diem, hotel, fares. etc.

#### 22. PROGAMMABLE MACHINES

The Company shah promote and encourage the elevation of existing skills to match the technological advances made to the control equipment on the machine.

Where established control programmes are available, they shah be used by the operator to control the operation of the machine.

Where such programmes are not available, the operator will produce any required programme up to the level the machine permits, utilizing the programming equipment at the machine. The operator will not alter the Data Base or Supplied programmes even if the programming equipment on the machine becomes part of a distributed control system. In addition, he will operate the machine to produce the required item.

# 23. TRUCK AND FORK LIFT DRIVERS

Truck and Fork Lift Drivers 550-11 will be permitted up to four (4) hours paid time off for testing per calendar year in order to maintain the licenses required to perform the duties of the job.

# 24. EMPLOYEE PERSONNEL HISTORY FILE

An employee will be permitted to inspect his own personnel history file once a year under the following conditions:

- an employee may inspect only his own file;
- such an inspection will be conducted on the employee's own time and by prior written application on a form provided by the Company;
- the application will be submitted to the Personnel Records Department;
- notes may be made of the records, but no copies of the records shah be made:

- the employee will not change, obliterate, mark, remove or add to the record;
- a maximum of 15 minutes will be spent by an employee inspecting his Personnel history file.

# 25. TRANSFER OF EMPLOYEES

It is agreed and understood that contained within the meaning and intent of the Transfer Clause, the Company has the ability to transfer from Bay to Bay the most knowledgeable employee whether the need for the knowledge is in the losing or receiving area.

It is further agreed and understood that no employee will be transferred for punitive or capricious reasons.

# 26. <u>JOB CLAS</u>SIFICATIONS

As stated and agreed during the 1987 Negotiations, all Job Classifications combined shall be considered as one (1) job description with all duties being performed by the single classification.

In addition, an employee, while performing his assignment. may perform work of another Job Classification provided such work is incidental to assembly.

# 27. SUB-CONTRACT - PRODUCTION CLASSIFICATIONS

The parties agree that prior to initiating any sub-contracting of work normally performed by bargaining unit employees which would result in a direct layoff of a bargaining unit employee, discussion with the Union will be held.

# 28. **OVERTIME - BREAK PERIOD**

The following policy will be followed when employees are scheduled to work two hours overtime after completing the employee's regularly scheduled eight hour SM.

- the employee will be given a ten minute paid break which will commence five minutes prior to the end of the regular scheduled shift.
- (2) the employee will be given the 5 minutes wash-up period prior to the end of the completion of the overtime period in place of the regular 5 minute wash-up period. (Schedule B - Article 5)

# 29. S&A/MATERNITY

The Company will pay an employee on an approved maternity leave an amount equivalent to the S &  $\bf A$  weekly benefit for the period beginning on the fifth day of the leave until the end of the second week of such leave.

If an employee returns from an approved maternity leave and is laid off before she has been able to restore all of the weeks of UIC entitlement she used during such leave, the Company will pay such employee an amount equal to the UIC maximum weekly benefit for each week during such layoff in which the employee does not receive UIC benefit for reason only that she has used up weeks of entitlement during the maternity leave and has not had an opportunity to restore them.

The Company's obligation under this paragraph will not exceed fifteen (15) weeks. During such weeks, regular UIC premiums will be paid.

#### 30. ELECTRICAL MECHANIC

It is agreed that the operations necessary to mock up, develop, test and fabricate prototype installations of electrical, radio or radar wiring harnesses, equipment and systems including drawing and computer recording and retrieval of results will be performed by the Electrical Mechanic 614-2.

# MEDICAL PLACEMENT PROCEDURE

This letter of intent deleted effective June 30, 1994.

#### 32. **OVERTIME GUIDELINES**

The parties agree to the following guidelines in satisfaction of the overtime equalization principle set out in the collective agreement.

- A. Generall. Consistent with the requirements in Section 10.05 of Schedule "B", overtime is to be equalized among employees in a Supervisor's area who are employed in the same Job Classification. It is understood that it will not be possible to offer employees who work permanent shifts equalized overtime with employees who rotate between shifts. However, the Union may bring any particular problem regarding inequitable distribution to permanent off-shift employees to the attention of the Manager of the employee's work area and the parties will endeavour to find a satisfactory
- Whenever possible, employees will be. asked in advance to allow maximum notification.
- Overtime hours are to be cumulative to June 22, 2000.
- AU overtime hours are to be marked on a posted overtime list whether worked or refused (if refused mark with an R). The hours are to be marked as a running total. Sundays and Statutory Holidays will be

marked as 1.5 times hours offered to reflect the difference in overtime

For example: Monday and Saturday: 8 hours offered 8 hours added. Sunday and statutory Holidays: 8 hours offered - 12 hours added.

- For weekends, overtime will be offered to employees without regard to 5. the shift worked during the previous week.
- 6. On transfer. an employee will be given the average of the overtime hours of those who usually perform the work at the time of transfer.
- 7. In the following circumstances, an employee will be given the average overtime hours worked during the absence:
  - return from group insurance
  - return from workers' compensation
  - return from leave of absence
- Employees returning from a temporary reassignment will have (a) their overtime hours worked marked on the original list.
  - When employees are temporarily reassigned the employee usually performing the work will receive preference for the overtime.

    Employees on vacation will not have their overtime hours adjusted
- 9. whatsoever.
- New starts will be given the average of the overtime hours offered on 10. completion of their probationary period.
- Employees absent for reasons other than set out in paragraph 7 when overtime is being scheduled are not to be charged for overtime hours.

#### В. Sunday Overtime

First, the requirement to equalize overtime over a reasonable time period should be considered, recognizing that a refusal to work overtime is logged in the same manner as actual hours worked.

It is recognized that for certain jobs continuity of work is to be considered with the result that certain Sunday assignments should ideally be given to those employees who performed that assignment on the Saturday.

Employees on other overtime lists within their classification should not be asked to work until the Supervisor's crew has been given the opportunity to work Saturday and/or Sunday. Any such overtime shall be recorded on the employee's normal crew list.

In addition, employees in the area who usually perform the work on the offshift will be offered the overtime opportunity prior to employees on another overtime list.

# **Averaging Procedure**

When an employee moves from one overtime scheduling group to another, the following shall apply with respect to overtime hours. It is understood that, when the movement results from a transfer per Schedule "E". page 89 of the Local 112 Collective Agreement, the transferred employee's overtime hours will be considered to be equal to the average overtime hours of his new overtime scheduling group. In all other cases, the employee will retain the accumulated overtime hours to his credit at that time

# D. Wider Equalization

Consistent with its intent to train employees in amalgamated jobs to perform all the work normally required of their amalgamated job classification, it is the Company's long term goal to cross train all employees within a job classification so as to enable them to perform all of the normal functions and duties required of that classification. It is recognized that one of the benefits of such cross training is to expand the pool of employees who would be available and able to perform required overtime work within their work area.

Accordingly, commencing no later than the second year of this agreement, the Company will, on a progressive area by area basis, combine existing overtime areas in order to expand the scope of its overtime equalisation to encompass all employees within the required job classification who work in the combined areas where the overtime is required and who are able to perform the work required.

When two or more existing areas are combined as contemplated above, the overtime hours for the employees in the pre-existing areas will, for the purposes of Section A herein, be accumulated to the date the areas are combined. Discrepancies exceeding fifty (50) hours from the area average will be reconciled at that time. Thereafter, the overtime equalization rules in Section A shall apply to the employees in the combined areas commencing from that date with the hours being accumulated until the earlier of June 22, 2000 or the date the employees are subject to a further combination of areas, in which case all the provisions herein shall be applied again.

The parties will meet periodically to discuss the ongoing cross training and the progress in the implementation of the combined areas.

# 33. <u>VACATION PLANNING</u>

In those years when there is no Plant shutdown for vacation purposes, the parties agree that the following guidelines will be used to determine employees' vacation period.

- The Company will issue vacations forms to all employees no later. than February 1.
- Employees are required to submit vacation request forms no later than March 1.
- Vacation Planners are to be completed and copies of approval request forms are to be returned to employees by April 1.

- Requests will be granted based on seniority and classification. It is recognized there may be exceptions necessitated by work requirements which will be reviewed on a case by case basis.
- 5. Vacation Planning will be done by area manager where possible.
- 6. In order to allow as many employees as possible vacation time during the summer months, no more than three weeks of vacation will be granted during July and August, unless the additional entitlement falls within condition #10.
- Employees who change jobs by choice (i.e. Job Posting) should discuss their approved vacation time, with their new supervisor. Vacation time may be altered to maintain continuous production.
- Division initiated moves will not affect an employee's scheduled vacation time
- Employees on Workers' Compensation or Group Insurance Benefits during their approved vacation period, must submit for approval, a revised Vacation Plan Request Form upon returning to work.
- Fifteen percent (15%) of the employees in an area will be granted vacation at a given time. However, this will not apply in Final Assembly due to critical delivery requirements. Exceptions will be reviewed on a case by case basis.

# 34. AMALGAMATION

The following shall apply to all amalgamations of job classifications from the date of signing of the Collective Agreement.

- Seniority
  - All seniority of employees within the amalgamated classifications shall be integrated.
- 2. Recall Rights
  All employees with seniority
  - All employees with seniority in the amalgamated classifications shall be recalled as openings occur within the new classification in accordance to their newly integrated seniority.
- Bumping Rights
  - AU employees will retain bumping rights as per the prior Collective Agreement.
  - Bumping rights are extended to any amalgamated group in which the employee previously bad bumping rights to one or more of the former classifications, subject to Article 22.01.
  - former classifications, subject to Article 22.01.
    c. The following additional bumping rights may be exercised on a one time basis, up to June 22, 2000:
    - Employees who had bumping rights to jobs which were reclassified to same or higher wage levels will retain those bumping rights held prior to the reclassifications.

# 4. Training

It is further understood that training will be extended to all employees affected by the classifications amalgamation. The total cost of in-plant training shall be borne by the Company.

# 3.5. JOB CLASSIFICATIONS

During negotiations leading to the renewal of our current Collective Agreement, the revision of flowcharts, amalgamation of classifications and reassignment of duties was discussed and certain changes were incorporated into the Collective Agreement.

In an effort to further improve these areas, the parties also agree to continue to analyze the current job classification and flowchart structure and recommend appropriate changes for implementation during the agreement. The Committee will conduct its business in a manner consistent with the principles discussed during the negotiations.

#### 36. SUPPLIERS/PARTNERS/CUSTOMERS FLEXIBILITY

It is essential that our suppliers, partners and customers be able to perform necessary elements of their work at the Company's location in order to conform to and meet the requirements of their contract.

The Union agrees that the performance of such work by suppliers, partners and customers will not constitute a violation of the Collective Agreement.

This letter shall also permit the supplier and/or its carrier to deliver its goods to the point of use on Company premises as required.

The Union has expressed concern regarding the Company's suppliers/partners who have contracted local companies to work at de Havilland.

It is recognised that it is not the most desirable situation to have the supplier/partner contract a third party to complete their work on schedule.

It is agreed that the Company will continue its current practice of working with the suppliers/partners to minimize the use of third party contractors.

In the event of layoff, the Company agrees to work with the supplier/partner in giving serious consideration to eliminate or minimise the use of third party contractors.

# 37. TRANSFERS

During the 1994 negotiations the parties discussed the transfer language and its impact on employees as well as the Company's ability to operate effectively in a changing work environment.

It is agreed that during the life of the agreement the parties will review the transfer language in tight of the many changes in the plant layout, new programs and increase in production levels.

It is the intention of the parties to continue working in the same collaborative fashion as in the past year to facilitate the transfer of employees when required.

#### 38. MACHINE SHOP

During negotiations leading the renewal of the 1997 collective agreement, the parties discussed the assignment of work among the employees within the machine shop. This will confirm the understanding reached as follows.

- Four Machine operator Toolroom All-round (S-202) positions will be posted immediately following ratification.
- 2. All new positions created in the Machine Shop will be S-202 positions.
- It is recognised that employees classified as S-202 may be assigned to any machine in the shop.
- For the purposes of Schedule 'B", section 10.05, overtime will be equalled among employees in each work zone, which work zones currently encompass Conventional, Numeric Control and Gantry machines.
- 5. The temporary movement of any employees between the different work zones in the Machine Shop will be made as required without being considered a transfer under the collective agreement. After 15 days, such temporary move will be discussed between the parties. If overtime is required in the work zone to which an employee has been temporarily moved, he shall only be offered such after all employees who normally work in that zone have been offered the work. If such employee does perform overtime work in this zone. it will be charged against his overtime usage in his normal work zone.
- The movement of employees between work zones in the Machine Shop for other reasons will be done in accordance with the collective agreement provisions.

# 39. **JOB CLASSIFICATION** AND JOB DESCRIPTIONS

The parties agree that during the life of the 1997 collective agreement a committee composed of an equal number of representatives of the Company and the Union will review all job classifications with a view to determining which classifications have become redundant or obsolete. These classifications will then be removed from the collective agreement at the time of its next renewal.

Further, the committee will examine the job descriptions for all classifications in the bargaining unit with a view to amending same, where appropriate, to reflect the current job requirements and duties.

# LETTERS OF UNDERSTANDING

# 1. **ARBITRATION - SKILLED TRADES**

The Company and Union agree that an arbitrator will be selected to hear any grievance processed into arbitration by the Skilled Trades Group.

#### COVERALLS

Both parties agreed in Negotiations that the subject of furnishing coveralls for employees working in certain areas as well as a Nurse in Bay 9, would be left to me mutual agreement of the Health and Safety Committee.

# 3. <u>HAZARDOUS MATERIALS</u>

Upon request by the Union, the Company will obtain available safety information concerning hazardous materials and will review such information with the Union Safety Committee Chairman and ensure that necessary precautionary procedures are established.

#### 4. HOLDING DEPARTMENT

In order to process the orderly return to work of employees who have been absent on extended sickness, ie. a period in excess of four (4) weeks, the following procedure has been established.

- (a) At the expiry of four (4) weeks the employee is notified by mail that he has been transferred to the Holding Department.
- (b) When cleared by his physician to return to work, he is required to:
- (c) Contact the Personnel Department (633-7310, Ext. 2973); this should be at least four (4) days prior to the date of return as stated by his physician and the employee is required to have a written proof of his clearance to return to work.
- (d) Personnel Department will arrange a date and time for him to visit the Health Centre for clearance by the Company physician.
- (e) If because of physical restrictions, the Company physician cannot confirm the employee's physician's clearance for return, the employee will be asked to report to the Personnel Department where he will be given necessary forma for continuation of Weekly Indemnity.
- (f) If his satisfactory physical condition is confirmed, the Personnel Department will arrange for his immediate return to work.

The employee is required to report to the Personnel Department at the commencement of the shift on the day of his return to collect his Data Collection Badge and will be directed to his Department.

# 5. NIGHT SHIFT - UNION REPRESENTATION

It was understood and agreed in Negotiations that the Night Shift Committeeperson, if he is the only Committee person on Night Shift, may have an alternate Committeeperson replace him if absent to participate in an arbitration hearing or negotiations.

# 6. **ORIENTATION PROGRAM**

As was discussed in Negotiation, the Company plans to establish an Orientation Program for new employees and the Union will be given an opportunity to participate in this Program.

#### PAID EDUCATION LEAVE

Effective the first pay period beginning on or after the date of ratification, the Company agrees to pay into a special fund two (2) cent per hour per employee for all compensated hours for the purpose of providing paid education leave Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union CAW, and sent by he Company to the Canadian Region CAW Headquarters at 205 Placer Court, Willowdale, Ontario M2H 3H9.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, 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 12-month period from the first day of leave.

Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

# 8. MATERNITY LEAVE

In recognition of the amendment to Schedule C, Article 3.01 concerning the impact of Maternity Leave on Vacation Pay, the parties agree to a retroactive adjustment in vacation pay for all current employees who have been on approved maternity leave in the period since January 1, 1984. Such adjustment will be determined using the principles set out in the amended Article 3.01 above but using the pay rates applicable to the years in question.

#### 9. PRODUCTION CONTROL

The purpose of this Letter of Understanding is to ensure that the lines of demarcation between Locals 112 and 673 are returned to the status of the pre-1994 collective agreement.

During the 1994-1997 collective agreement me company assigned group 595 Production Control duties to the Local 673 Work and Material Planner classification (s). The company agrees that Local 112 (as prior to the 1994 collective agreement) will expedite all work orders pertinent to the Legacy system and also all open orders pertinent to the B.M.S. system. The responsibility for expediting the progression of launched orders and parts (normal or expedited flow) is the duty of Production Control. Production Control is responsible for obtaining committed completion dates for launched orders and providing these dates to Work & Material Planners. It is not the function of the Work & Material Planner to obtain committed completion dates from Production Supervisors. To establish this commitment raw material or vendor parts may be required. These dates will be obtained from the Work & Material Planners. Local 112 will expedite all shortages whether prior to or after the work order has been released (launched). The company agrees to return such work e.g., expediting shortages, etc., to Local 112 group 595 Production Control.

The Company further commits to work with the union and return all duties performed by Local 673 Work and Material Planner classification (s) that were previously Performed by Local 112 Production Control as defined in the Local 112 collective agreement effective June 23.1990 and return same by October 31, 1997.

The parties agree that when the work described above is returned to Local 112 that all grievances filed during 1994-1997 relating to the performance of Production Control work by Local 673 employees will hereby be withdrawn.

# LETTER OF UNDERSTANDING

Mr. R. White
Director for Canada
United Automobile, Aerospace
& Agricultural Implement Workers of
America (UAW)
205 Placer Court
Willowdale, Ontario

Dear Mr. O'Neil:

# Re: UAW LOCAL 112/673 NON-CONTRIBUTORY PENSION PLANS

This letter will confirm our understanding covering the Pension Plans for UAW members in the event the Plans are terminated.

In the event the Pension Plans for members of UAW Local and/or Local 673 are terminated pensions earned to date of termination for Active Employees will be guaranteed by the Company.

In addition, this understanding will also extend to pensions in payment for Retirees, Suspended Plan members entitled to a pension, Surviving Spouse pension entitlements, and those former Employees entitled to a Deferred Pension at retirement. It is further understood, that should the pension fund be insufficient to provide for pensions earned to date of termination the Company will deposit into the Pension Plan sufficient funds to cover the cost of providing pension benefits for those entitled up to date of termination.

It is further understood that eligibility and amounts payable for early retirement shall be provided in the same manner as if the pension plan and member's participation in the plan had not been terminated.

Yours truly, THE DE HAVILLAND AIRCRAFT OF CANADA. LIMITED

L. Reid,

Director. Industrial Relations

# **LETTER** OF UNDERSTANDING

June 28, 1994

Mr. B. Hargrove, President C.A.W.

Dear Mr. Hargrove:

As we discussed, subject to a ratification by the membership by Sunday, July 3. 1994 and a continued cooperative relationship with the de Havilland workforce, it is our intention to have a final assembly line for the Global Express aircraft at Downsview. Under the same conditions, if it proves feasible from a business perspective to launch the Dash 8, Series 400. it is our intention to have a final assembly line for this aircraft at Downsview.

Yom sincerely,

Robert E. Brown, President

# MEMORANDUM OF UNDERSTANDING

For the purpose of vacation and pension credits, those employees who went on strike as at February 22, 1985, shall not lose such service.
 For the purpose of vacation and pension credits, those employees who went on strike as at June 23, 1987, shall not lose such service.

#### APPENDIX III

de HAVILLAND INC. AND BOMBARDIER REGIONAL AIRCRAFT DIVISION  ${\tt AND}$ LOCAL 112 CAW

#### **AIRCRAFT** TRADES TRAINING PROGRAM

#### AIRCRAFT TRADES TRAINING

These training programs will be called "Aircraft Trades Apprenticeships" and referred to in this Agreement as "Apprenticeships" for the purpose of allowing the graduate trainee to receive registered papers from the Department of Labour. The term Aircraft Trades Apprenticeship is not to be confused with the C.A.W. Indentured Skilled Trades program.

# TRAINING PROGRAM - PRODUCTION CLASSIFICATIONS

# Purpose:

The purpose of this Training Program is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound. with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient workers at the conclusion of the training period.

# Committee:

Committee shall mean the Joint Training Program Committee. The Committee shall be composed of two members appointed by the Company and two members from the Bargaining Committee as selected by Local 112.

Responsibilities of Committee:

The Committee shall be responsible for the establishment of the training schedules, credits for previous experience, standards, selection of trainees, and the method of administering, monitoring and modifying the program as required.

# Applications:

The application for the positions of trainees will be through the job posting procedure. AU qualified applicants (see eligibility requirements) will be tested for acceptability by the Committee. Applications of successful applicants will be submitted to the Committee for selection review.

# ELIGIBILITY REQUIREMENT

To be eligible for an aircraft trades apprenticeship the applicant must:

- Have a minimum of 12 months in a Group 5 classification in the flow chart of the trade to be apprenticed in or have an acceptable level of prior work and/or institutional experience.
- Pass a mathematics aptitude test as determined by the Committee. (b)
- Show a competent level of dexterity on mechanical aptitude test.
- Not presently, or have been, an apprentice/trainee in the last year. Must pass a "Basic Job Knowledge Test" to establish that the student has the required theoretical knowledge to apply himself to the training curriculum.

Exceptions to these requirements will be made by the Company upon recommendation of the Committee.

#### WAGES

Wages are based on the job rate of the classification the apprentice is training for. The apprentice will also receive cost of living and any improvement factors.

- Group A-6 Level 1 -1st 1,000 hours - not less than 80% of the mechanic's wage rate.
- Level 2 -2nd 1,000 hours - not less than 85 % of the mechanic's wage rate.
- 3rd 1,000 hours not less than 95 % of the mechanic's wage rate. Level 3 -

Wage rates adjusted to the first full day of next level.

# SENIORITY

The apprentices will exercise seniority in their own group. For example, if there are four apprentices in the trade such as "Sheet Metal" and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.

- At the end of the program, the apprentice will maintain normal plant seniority and will be classified in the trade for which he apprenticed.
- During apprenticeship, if apprentice is laid off due to lack of work, he will be permitted to move back into his previous flow chart with accumulated plant seniority while on apprentice training.

An apprentice laid off will maintain recall rights to his/her apprenticeship program for a period of 2 years.

The ratio of apprentices to **mechanics** shall not exceed one (1) apprentice to each twelve (12) mechanics in the trade in which they are apprenticed. If layoffs become necessary, apprentices shall be laid off to maintain the same ratio. Upon recommendation by the Committee, the ratio may be varied to accommodate trades without sufficient mechanics to accommodate the number of apprentices required.

# DISCIPLINE

The Company may take disciplinary action but must notify the Committee. The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

- inability to learn;
- unreliability; (b)
- (c) (d) unsatisfactory work;
- lack of interest in his work or education:
- (e) improper conduct;
- failure to attend classroom instruction regularly.

# ACADEMIC TRAINING

Each will be required to attend scheduled training. This will be, (1) on Company Premises/Night School, (2) Inhouse training conducted on Company time with full wages. or (3) night school, the cost of which will be paid by the Company, no wages will be paid unless it occurs during his/her normal shift.

Ninety percent (90%) school attendance must be maintained. If attendance is less than ninety (90%) due to illness and the apprentice is able to pass all tests, the Committee may recommend he/she continue in the program.

If test is required, a mark of sixty-five percent (65%) is deemed a pass unless the Committee deems a lower mark is acceptable. (The Committee cannot deem a mark of less than fifty-five percent (55 %) a pass.)

# COURSE OUTLINE

The apprentice shall work the normal shop hours and be subject to off shifts.

Apprentices may work overtime provided the ratio is maintained. Only actual hours worked will be credited to their apprenticeship.

All Level 6 apprenticeship programs shall be 3,000 hours in duration.

The first 300 hours will be a probation period.

During the apprentice's time in each shop, he/she may be assigned to work with a mechanic for a portion of each work week.

Each apprentice will be given a training curriculum of each function to be covered in their training.

The curriculum for each related occupation as designated by the Committee will outline all the functions that must be performed to be able to do the job in that classification.

The Committee may substitute time from one training function to another based on performance as long as all the related occupations curriculum have been met, and passed.

Oral and written proficiency tests prescribed by the Committee must be passed with sixty-five percent (65%) standing. The test will be based on the training curriculum. Failure to finish all functions and/or sixty-five percent (65%) in verbal and written test may result in termination of the apprentice from the program.

A test may be required at the end of each training stage.

#### **CREDIT**

If the apprentice has served in more than the one related classification or proven related academic or job experience, the apprentice can he given up to a 1,000 hour (6 months) credit by the Committee. This credit is to be evaluated in the apprentice's second term.

# PROGRAM ADMINISTRATION

The Supervisor of Apprentices in agreement with the Committee, shall prepare adequate record forms to be filed in by the Supervisor of the area where the apprentice is being trained. The reports will be submitted to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be, submitted to the Committee for review.

Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the Supervisor of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the predetermined schedule of work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their approval at the next meeting.

#### APPRENTICESHIP AGREEMENT

"Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and his/her parent or guardian (if he/she is a minor), which agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

The following shall receive copies of the Agreement:

- The Apprentice The Company
- 3. The Committee
- 4. The Registration Agencies
- The Local Union

# **CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

Upon completion of the apprenticeship under these. Apprenticeship Standards, the Supervisor of Apprentices will recommend to the Industrial Training Branch, Ontario Department of Labour that a certificate, signifying completion of the apprenticeship, be issued to the apprentice. No certificates will be issued by the Apprenticeship Branch, Ontario Department of Labour unless recommended by the Committee.

# AGREEMENT REVIEW

In order to facilitate the purpose of this program, amendments may be proposed by the Committee, the Company or the Local 112 C.A.W. Any misunderstandings or non-agreement of the Committee on any issues not clarified in this Agreement will be submitted to Labour Relations and the Union Bargaining Committee for resolution.

# **GENERAL CLAUSES**

Wherever in the Agreement, the masculine gender is used, it shall also be deemed to include the feminine.

#### AIRCRAFT TRADES TRAINING PROGRAM II

# AIRCRAFT TRADES TRAINING

These training programs will be called "Aircraft Trades Apprenticeships" and referred to in this Agreement as "Apprenticeships" for the purpose of allowing the graduate trainee to receive registered papers from the Department of Labour. The term Aircraft Trades Apprenticeship is not to be confused with the National C.A.W. Indentured Skilled Trades program.

# TRAINING PROGRAM - PRODUCTION CLASSIFICATIONS

#### Purpose:

The purpose of this Training Program is to make certain that extreme care is exercised in the selection of applicants. and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient workers at the conclusion of the training period.

# Committee:

Committee shall mean the Joint Training Program Committee. The Committee shall be composed of two members appointed by the Company and two members from the Bargaining Committee as selected by Local 112.

# Responsibilities of Committee.

The Committee shall be responsible for the establishment of the training schedules, credits for previous experience, standards, selection of trainees and the method of administering, monitoring and modifying the program as required.

**Application:**The application for the positions of trainees will be through the job posting procedure. All qualified applicants (see eligibility requirement) will be tested for acceptability by the Committee. Applications of successful applicants will be submitted to the Committee for selection review.

# ELIGIBILITY REQUIREMENTS

To be. eligible for an aircraft trades apprenticeship the applicant must:

- Have a minimum of 12 months in a Group 5 classification in the flow (a) chart of the trade to be apprenticed in or have an acceptable level of prior work and/or institutional experience.
- (b) Pass a mathematics aptitude test as determined by the Committee.
- Show a competent level of dexterity on mechanical aptitude test. (c)
- (d)
- Not presently, or have been an apprentice/trainee in the last year. Must pass a "Basic Job Knowledge Test" to establish that the student has (e) the required theoretical knowledge to apply him/herself to the training

Exceptions to these requirements will be made by the Company upon recommendation of the Committee.

#### WAGES

Wages are based on the job rate of the classification the apprentice is training for. The apprentice will also receive cost of living and any improvement

- $\begin{array}{ll} \underline{\text{Group A-7 \& Group A-8}} \\ \text{Level 1-} & \text{1st 500 hours not less than 80\% of the wage rate for the trade} \end{array}$ apprenticed in.
- Level 2 -2nd 500 hours - not less than 85% of the wage rate for the trade apprenticed in.
- Level 3 -3rd 500 hours - not less than 95% of the wage rate for the trade apprenticed in.

# Group A-6/8

- 1st 1,000 hours not less than 75% of the wage rate for the trade Level 1 apprenticed in. 2nd 1.000 hours - not less than 80% of the wage rate for the trade
- Level 2 apprenticed in.
- Level 3 -3rd 1,000 hours - not less than 90% of the wage rate for the trade apprenticed in.

Wage rates adjusted to the first full day of next level.

# SENIORITY

The apprentices will exercise seniority in their own group. For example, if there are four apprentices in the trade such as "FLIGHT SERVICE" and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.

- At the end of the program, the apprentice will maintain normal plant seniority and will be classified in the trade for which he/she apprenticed.
- During apprenticeship, if apprentice is laid off due to lack of work, he will be permitted to move back into his previous flow chart with accumulated plant seniority while on apprentice training.
- An apprentice laid off will maintain recall rights to his apprenticeship program for a period of two (2) years.

The ratio of apprentices to the trade shall not exceed one apprentice to each twelve (12) employees in the trade in which they are apprenticed. If layoffs become necessary, apprentices shall be laid off to maintain the same ratio. Upon recommendation by the Committee, the ratio may be varied to accommodate trades without sufficient employees to accommodate the number of apprentices required.

# DISCIPLINE

The Company may take disciplinary action but must notify the Committee. The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

- inability to learn;
- (a) (b) unreliability;
- unsatisfactory work; (ē) (d)
- lack of interest in his/her work or education;
- improper conduct; (e)
- failure to attend classroom instruction regularly.

#### ACADEMIC TRAINING

Each will be required to attend scheduled training. This will be (1) on Company premises/Night School, (2) inhouse training conducted on Company time with full wages, or (3) Night school, the cost of which will be paid by the Company; no wages will be paid unless it occurs during his

Ninety percent (90%) school attendance must be maintained. If attendance is less than ninety percent (90%) due to illness and the apprentice is able to pass all tests, the Committee may recommend he continue in the program.

If test is required, a mark of sixty-five percent (65%) is deemed a pass unless the Committee deems a lower mark is acceptable. (The Committee cannot deem a mark of less than fifty-five percent (55 %) a pass.)

#### **COURS**E OUTLINE

The apprentice shall work the normal shop hours and be subject to off shifts.

Apprentices may work overtime provided the ratio is maintained. Only actual hours worked will be credited to their apprenticeship.

Level 6 to Level 7 Apprenticeship Programs shall be 1500 hours. (Group A-7).

Level 7 to Level 8 Apprenticeship Programs shall be 1500 hours. (Group A-8)

Programs advancing a Level 6 directly to a Level 8 shall be 3000 hours. (A-6/8)

The first 300 hours will be a probation period.

During the apprentice's time in each shop, he/she may be assigned to work with an employee in the trade for a portion of each work week.

Each apprentice will be given a training curriculum of each function to be covered in their training.

The curriculum for each related occupation as designated by the Committee will outline all the functions that must be performed to be able to do the job in that classification.

The Committee may substitute time from one training function to another based on performance as long as all the related occupations curriculum have been met, and passed.

Oral and written proficiency tests prescribed by the Committee must be passed with sixty-five percent (65%) standing. The test will be based on the training curriculum. Failure to finish all functions and/or sixty-five percent (65%) in verbal and written test may result in termination of the apprentice from the program.

A test may be required at the end of each training stage.

#### CREDIT

If the apprentice has served in more than the one related classification or proven related academic or job experience, the apprentice can be given up to a 1,000 hour(6 months) credit by the Committee. This credit is to be evaluated in the apprentice's second term.

# PROGRAM ADMINISTRATION

The Supervisor of Apprentices in agreement with the Committee, shall prepare adequate record forms to be filled in by the Supervisor of the area where the apprentice is being trained. The reports will be submitted to the Supervisor

of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.

Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the Supervisor of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the pre-determined schedule of work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their approval at the next meeting.

# APPRENTICESHIP AGREEMENT

"Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and his/her parent or guardian (if he is a minor) which agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

The following shall receive copies of the Agreement:

- The Apprentice
- 2.
- The Company
  The Committee 3.
- 4. The Registration Agencies
- The Local Union.

# CERTIFICATE OF COMPLETION OF APPEAR

Upon completion of the apprenticeship under these Apprenticeship Standards, the Supervisor of Apprentices will recommend to the Industrial Training Branch, Ontario Department of Labour that a certificate, signifying completion of the apprenticeship. be issued to the apprentice. No certificates will be issued by the Apprenticeship Branch, Ontario Department of Labour unless recommended by the Committee.

# AGREEMENT REVIEW

In order to facilitate the purpose of this program, amendments may be proposed by the Committee, the Company or the Local 112 C.A.W. Any misunderstandings or non-agreement of the Committee on any issues not clarified in this Agreement will be submitted to Labour Relations and the Union Bargaining Committee for resolution.

# GENERAL CLAUSES

Wherever in the Agreement, the masculine gender is used, it shall  $_{\mbox{\scriptsize also}}$  be deemed to include the feminine.

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