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No. OF EMPLOYEES	216		
NOMBRE D'EMPLOYÉS	216		

COLLECTIVE AGREEMENT

between

**HAWKER SIDDELEY CANADA INC.
ORENDA DIVISION**

(Located in the Regional Municipality of Peel, Hereinafter Referred to as
"The Company")

and

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**

District Lodge 717, I.A.M.

Aeronautical Lodge 717 Turbo, I.A.M.

Effective September 10th, 1992

Expires ~~May~~ 31st, 1995

01910 (04)

INDEX

Article	Page
1.00 PURPOSE	1
2.00 RECOGNITION	1
3.00 RIGHTSOFMANAGEMENT	2
4.00 UNION DUES AND UNION MEMBERSHIP	2
5.00 STRIKES AND LOCKOUTS	3
6.00 NO DISCRIMINATION	3
7.00 SPECIFICPERFORMANCE	3
8.00 UNION REPRESENTATION	4
9.00 COMPLAINTS, GRIEVANCES AND DISPUTES	5
10.00 ARBITRATION	7
11.00 PROBATION	8
12.00 SENIORITY.	8
13.00 LAY-OFFANDRECALL	11
14.00 DISMISSAL	16
15.00 LEAVEOFABSENCE	17
16.00 TRANSFERS	18
17.00 PROMOTIONS..	19
18.00 POSTINGNOTICES	20
19.00 PHYSICALLY HANDICAPPED EMPLOYEES	20
20.00 HOURS OF WORK AND SHIFT ARRANGEMENTS	20
21.00 OVERTIME	23

22.00	HOLIDAYS	25
23.00	SPECIALALLOWANCES	25
24.00	PAYMENT OF WAGES	27
25.00	ANNUAL VACATION WITH PAY	27
26.00	GROUPINSURANCE	29
27.00	CLASSIFICATION OF EMPLOYEES	32
28.00	WORKASSIGNMENTREVIEW	32
29.00	AUTOMATIC PROGRESSION	34
30.00	EXTERNAL CONTRACTS	35
31.00	COST-OF-LIVINGBONUS	35
32.00	PAYMENT OF COST-OF-LIVINGBONUS	35
33.00	RETIREMENT	36
34.00	RETIREMENT BENEFIT	36
35.00	RENEWAL, AMENDMENT AND TERMINATION.	38
	SUPPLEMENT 'A'	39
	LAY-OFFCREDITPLAN	39
	SUPPLEMENT 'B'	40
	PENSION PLAN SUMMARY	40
	APPENDIX1	44
	SCHEDULE OF STARTING AND STOPPING TIMES	44
	APPENDIX2	45
	JOB LEVELS AND RATINGS	45
	SCHEDULE OF CLASSIFICATIONS	46
	APPENDIX 5	51
	JOINT STATEMENT OF POLICY GOVERNING THE PREPARATION AND APPLICATION OF JOB DESCRIPTIONS	51

SUPPLEMENT TO APPENDIX 5	54
JOINT STATEMENT OF POLICY	54
SUPPLEMENT TO APPENDIX 5	57
JOINT STATEMENT OF POLICY	57
TEMPORARY ASSIGNMENT PROGRAM	60
APPENDIX 6	62
APPRENTICEPROGRAMS	62
APPENDIX 7	69
TECHNOLOGICALCHANGE	69
APPENDIX 8	70
ADDICTION	70
APPENDIX9	71
GROUPINSURANCE	71
APPENDIX 10	86
LIFEINSURANCE	86
APPENDIX11	89
LONG TERM DISABILITY INSURANCE	89
APPENDIX12	91
CO-ORDINATIONOFBENEFIT	91

ARTICLE 1.00 PURPOSE

1.01 The purpose of this Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union and the **means** by which complaints, grievances and disputes shall **be** disposed of promptly and equitably.

ARTICLE 2.00 RECOGNITION

2.01 The Company recognizes Aeronautical Lodge 717 Turbo, I.A.M. (hereinafter called the "UNION") ,as the exclusive bargaining agent for the hourly-paid employees of the Orenda Division.

2.02 (a) Employees covered by this Agreement shall be all hourly-paid employees of the Orenda Division, which is located in the Regional Municipality of Peel, except those employees covered by **Agreements** existing between the Company and other certified bargaining agents.

(b) Should the Company during the life of this Agreement decide to move from the existing locations, the Company **agrees** to negotiate with the Union at least **sixty (60)** days prior to such move for **the** purpose of determining the conditions of a Transfer of Operations Agreement **tu**, provide:

- (i) The right of existing employees to transfer with the jobs they normally **perform**.
- (ii) Protection of the **seniority** rights of existing employees, upon such transfer.
- (iii) Extension of the Collective Bargaining Agreement to cover the *new* location.

2.03 A **person who** is occupied solely in **receiving** training and who is not required to **perform work or services** of use or value to **the** Company and who is not otherwise classified pursuant to Article 27.00 hereof, shall not be an employee within the meaning of this Agreement and shall not be covered by this Agreement.

2.04 A Non-Bargaining Unit employee shall not **perform** work covered by classifications listed in Appendix 3 of this Collective Agreement to the extent that it would affect the job **security** of **an** employee covered by this **Collective** Agreement.

2.05 The Company agrees that manufacturing Operations currently performed by Bargaining Unit employees will not be sub-contracted out except where in the **Company's** opinion it would be economically advisable to do **so**.

ARTICLE 3.00 RIGHTS OF MANAGEMENT

3.01 The Union acknowledges that it is the exclusive function of the **Company**:

(a) to **maintain** order, discipline and efficiency, and -

(b) to hire, classify, direct, transfer, promote, demote, lay-off or dismiss employees, provided that a complaint that an employee with seniority **has** been **so** dealt with without reasonable cause **may** be the subject of a grievance which shall be settled as hereinafter provided, and -

(c) to manage the industrial enterprise in which it is engaged and without restricting the generality of the foregoing to determine the number and location of plants, the products to be manufactured, the methods of manufacturing, the kinds and locations of machines, tools and equipment to be used, **the** process of manufacturing and assembling, the control of materials and parts, the schedules of production, and the extension, limitation, curtailment, or cessation of operations, and to study introduce new or improved methods, processes, materials and facilities, and to establish rules and regulations covering **the** operation of its business provided that the said rules **shall** not be inconsistent with this Agreement.

3.02 The Company agrees that its exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE 4.00 UNION DUES AND UNION MEMBERSHIP

4.01 As a condition of employment of every employee under this Agreement, the Company shall deduct **the** amount of monthly Union Dues from his wages each month and shall remit the same to **the** Union on or before the twenty-fifth (25th) day of the month in which it is deducted.

4.02 The Company **shall** deduct from the wages of **an** employee any initiation fee due from **him** to the Union and shall remit the same to the Union on or before the twenty-fifth (25th) day of **the** month in which it is deducted.

4.03 As a condition of employment each new employee shall make application for membership in the Union and every employee covered by this Agreement who is or shall become a member of the Union shall remain a member during the life of this Agreement.

ARTICLE 5.00 STRIKES AND LOCKOUTS

5.01 This Agreement provides for the just settlement of disputes of any nature whatsoever which *may* arise between the parties hereto and binds them to

accept and abide by the decision of an arbitrator should the parties fail to settle any dispute by negotiations, and -

5.02 It is therefore solemnly promised and agreed by the parties hereto that during the life of this Agreement or while negotiations for its amendment or renewal are in progress there shall be no strikes, slowdown, stoppage of work, or other interference with production by the employees hereby covered nor any lockout by the Company.

ARTICLE 6.00 NO DISCRIMINATION

6.01 The Union and its officials and members shall not use coercion or intimidation or discriminatory action in obtaining new members or in persuading any employees of the Company to participate in Union activities.

6.02 No employee shall be discriminated against by the Company nor suffer any loss of seniority or of employment because of membership or activity in the Union so long as such activities are not carried on during working hours except as explicitly permitted by this Agreement.

ARTICLE 7.00 SPECIFIC PERFORMANCE

7.01 The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.

7.02 It is understood and agreed that all previous agreements whether oral or written, by and between the Company and the Union are superseded by this Agreement.

ARTICLE 8.00 UNION REPRESENTATION

SHOP COMMITTEE

8.01 The Union shall name a Shop Committee of not more than four (4) members who shall be employees covered by this Agreement.

8.02 Matters pertaining to the interpretation or application of this Agreement, and grievances presented at the Third Step pursuant to Article 9.00 hereof shall be discussed and adjusted by the designated representatives of the Company and the Shop Committee, who shall **meet** at least once each week during working hours. Only Shop Committee members, the President of the Union, and the Business Representative **may** be present at any such meeting if either party **so** requests, except that **an** International Officer of the International Association of Machinists **and** Aerospace Workers may also be present if either party **so** requests.

8.03 An executive officer of the Union or a Shop Committee member shall not be required to work on a shift other than the day shift except with his consent.

SHOP STEWARDS AND CHIEF STEWARDS

8.04 The Union **may** designate **and** the Company shall recognize Shop Stewards and Chief Stewards for work areas which shall not exceed four (4) in number. the total number of Shop Stewards and Chief Stewards shall be **as agreed** by the parties hereto to be reasonable **and** proper. The Company shall be kept informed of the name of each Shop Steward and Chief Steward and the work area for which the Union **has** so designated him.

A Chief Steward shall not be required to work on a shift other than the day shift except with his consent.

8.05 A Shop Steward or Chief Steward shall be permitted the necessary time during working hours without loss of pay to **perform** the functions provided by Article 9.00 hereof for the settlement of a complaint or grievance; he shall not leave his work except **as** provided by the **said** Article 9.00 **and** only **after** having **informed** his supervisor **as** to the nature of his business.

8.06 A Chief Steward shall be permitted **access** to any part of the area for which he is designated (**except to** such plant areas to which is access is not permissible for **reasons** of security or **secrecy**) to investigate **and deal** with complaints **and** grievances **as** provided by Article 9.00 hereof but only after having **explained** the nature of his business to the supervisor of any work area to which he desires access.

8.07 Shop Stewards and Chief Stewards shall perform the functions herein provided in such manner as to promote good order and shop discipline and with the least possible interference with the regular duties of their employment.

SAFETY COMMITTEE

8.08 There shall be a Safety Committee to which the Union may name two (2) members who are employees covered by this Agreement.

8.09 The Safety Committee shall determine its own procedures and shall make recommendations concerning safety measures to the designated executive officer of the Company.

8.10 A Safety Committee member shall not be required to work on a shift other than the day shift except with his consent.

8.11 The Company shall continue to make all reasonable provisions for the maintenance of safe, sanitary and healthful conditions for its employees. To this end, the Safety Committee shall act accordingly. The Union undertakes to assist Management in maintaining such health and safety related programs.

ARTICLE 9.00 COMPLAINTS, GRIEVANCES AND DISPUTES

9.01 The parties hereto desire that every complaint shall be dealt with as it justly deserves as quickly as possible and that adjustment of every justified complaint shall be promptly made.

9.02 During the discussion of a grievance, if it is mutually agreed that witnesses would aid in settling the grievance they may be requested to attend.

GRIEVANCE PROCEDURE- FIRST STEP

9.03 An employee who has a complaint shall discuss it with his/her Supervisor either alone or accompanied by his/her Shop Steward with a view to a prompt settlement. Should an employee not receive satisfaction from his/her Supervisor in regard to a complaint s/he may state his/her grievance in writing in quadruplicate on the appropriate form and his/her Shop Steward shall present it to the Supervisor concerned with such explanation and discussion as may be necessary for proper understanding of the matter. Within two (2) working days thereafter or within such longer period as may be agreed, the Supervisor shall return three (3) copies of the form to the Shop Steward with his/her decision in writing stated thereon.

GRIEVANCEPROCEDURE - SECONDSTEP

9.04 Should the employee not receive satisfaction in the First Step the said written grievance may be presented by the Chief Steward to the **appropriate** supervisor with such further explanation or discussion **as** may be necessary, provided that it shall be presented within three (3) working days of receipt of the reply in the First Step. Within three (3) working days thereafter or within such longer period **as** may be agreed the said supervisor shall state his/her decision in writing on three copies of the form and return the Same to the Chief Steward.

GRIEVANCEPROCEDURE - THIRD STEP

9.05 Should the employee not receive satisfaction in the **Second** Step s/he may refer the grievance to the Shop Committee. It shall be the duty of the Shop Committee to **seek** a just settlement of the grievance; to this end the Chairman of the Shop Committee and the President of the Union shall, during working hours and without loss of pay, take such time and shall have access to any such plant area where work is being **performed** by employees covered by this Agreement (except to plant **areas** to which their access is not permissible for reasons of security or secrecy) as may be reasonably necessary for the proper investigation of the grievance, provided that they shall properly inform all supervisors concerned **as** to the nature of their business.

9.06 Should the Shop Committee consider that a just settlement **has** not been found it may present the grievance to the Director of Human-Resources or designate within ~~ten~~ (10) working days after the date of the decision rendered in the Second Step. Within ~~ten~~(10) working days thereafter, the said representative shall meet the Shop Committee to discuss and adjust the **grievance**, An International Officer of the International Association of Machinists and Aerospace Workers *may* be present should either party so request. Within ten (10) working days after such discussion the said representative shall present the Company's final decision in writing to the Union.

SETTLEMENTS RELATING TO CLASSIFICATION

9.07 Any change in an employee's **classification** made in settlement of a grievance shall take effect at the beginning of the next pay **period** following the date on which the grievance was presented in **the** First Step **as** provided in Section 9.03 hereof, unless some other date shall be agreed to in the settlement.

TIME LIMITS

9.08 Any time limit provided by this Article 9.00 *may* be extended or curtailed by mutual agreement.

UNSETTLED DISPUTES

9.09 Any matter discussed by the Company and the Shop Committee pursuant to Section 8.02 hereof which is not adjusted to the satisfaction of both parties and any dispute over the settlement of a grievance at the Third Step *may* be required by either party to be submitted to arbitration provided that it shall be deemed to be settled or abandoned if within ~~ten~~ (10) working days after a final decision has been announced neither party shall have given written notice of intent to submit the matter to arbitration.

WARNINGS AND SUSPENSIONS

9.10 Without prejudice to the **rights** reserved in Section ~~3.01~~ hereof, the Company agrees to the following time limits for warnings and suspensions with the proviso; there are no subsequent related or unrelated warnings or acts of discipline which will automatically extend the time limits from the date of the most recent warning.

(a) Each occurrence of an employee receiving **an oral** warning will remain in his personnel record for a **period not** more than three (3) months and six (6) months for **a** written warning.

(b) Suspensions will remain in the employee's personnel record for a period of not more than fifteen (15) months.

ARTICLE 10.00 ARBITRATION

10.01 Any matter or question arising from the interpretation, application, administration, or **an** alleged violation, of this Agreement, including the question of whether **a** matter is arbitrable, may be submitted to arbitration by the parties hereto **as** herein provided.

10.02 No matter shall be submitted to **arbitration** by the parties hereto unless and **until** they shall have attempted to arrive at a settlement by the means provided by Section 8.02 and Article 9.00 **Hereof**.

10.03 **Within** fifteen (15) working days after notice of intent to arbitrate has been given **as** provided by ~~Section~~ 9.11 hereof, the Company and the Union **shall** attempt to agree to a single arbitrator.

If the parties fail to reach agreement within a time limit of fifteen (15) working days or within such **longer period as** they may agree upon, either one or both may **ask** the Minister of Labour ~~for~~ the Province of Ontario to appoint an Arbitrator.

10.04 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of this Agreement.

10.05 The proceedings of the Arbitrator shall be expedited by the parties hereto.

10.06 The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision.

10.07 Each of the parties hereto shall bear on @-half the expenses of the Arbitrator.

ARTICLE 11.00 PROBATION

11.01 (a) The first three (3) months of employment shall be probationary period during which the Company may assess whether an employee is suitable to be retained, if so, where in the Company's opinion he may best be employed.

Trainees

(b) A new employee hired in the sub-classification "Trainee", for the first six (6) months of employment shall be a probationary employee subject to the provisions of Article 11.00 amended herein.

11.02 An employee shall be a probationary employee without seniority for the first three (3) months of employment by the Company provided that absence with or without leave shall not be included in the said three (3) months.

11.03 In respect of a probationary employee no act of the Company in exercise of the functions provided in Article 3.00 hereof, shall be subject to grievance or arbitration.

11.04 Any person re-employed by the Company after having separated from its employment shall, when re-employed again be a probationary employee as herein provided. A laid-off employee who retains seniority as provided by Article 13.00 hereof or an employee on leave of absence, as provided by Article 15.00 hereof shall not be deemed to have separated from employment and shall not again be a probationary employee should he return to work.

ARTICLE 12.00 SENIORITY

12.01 On the day following the completion of his probationary employment an employee shall have three (3) months seniority and thereafter shall accrue seniority as provided herein.

SENIORITY

12.02 Subject to 12.03 hereof, and all other provisions of this Agreement, an employee's seniority shall be according to the length of his continuous hourly-paid employment by the Company plus all seniority he last held this bargaining unit while still an employee of the

Orenda Division or the Hawker Siddeley Engineering Division of Hawker Siddeley Canada Inc., if his employment by the Company continued therefrom without a break,

For employees hired on the same day their lay-off and recall rights shall be established by the lowest last three digits of the employee's **Social** Insurance Number. For the purpose of this article the employee with the lowest three digits will be given preference. Where the last three digits **are** the same the fourth ~~from~~ last digit will apply.

12.03 Subject to ~~Sections 12.04 and 13.05 hereof~~, an employee's seniority shall pertain only to the Occupational Group which contains the classification in which he is classified. The Occupational Groups which the parties hereto have agreed upon for this purpose are **as** listed in Appendix 4 annexed to this Agreement and **as** from time to time amended by agreement of the parties thereto.

TRANSFER OF SENIORITY

12.04 Should an employee be transferred from a classification in one Occupational Group to a classification in a different Occupational Group, his **seniority** shall continue to pertain to his old Occupational Group for a **period** of three (3) months provided that absence with or without leave (excluding statutory holidays) shall not be included in the said three (3) months after which, if the transfer remains in effect, his seniority shall pertain to his new Occupational Group.

ACCRUAL OF SENIORITY UNDER LAY-OFF

12.05 An employee who **has** been laid off shall continue to accrue seniority except **as** provided by Sections 13.07 and 13.10 hereof, In the event of lay-off of **an** employee with seniority ~~under~~ this agreement not having picked up seniority in accordance with paragraph 12.10 (d) herein, his recall **period** shall be calculated **as** if his seniority **has** been transferred from the **Staff** Agreement on the date of **his** lay-off, but he shall not be recalled prior to the recall of another employee also on lay-off holding more natural seniority within **his** occupational group.

LOSS OF SENIORITY

12.06 An employee shall forfeit all **seniority**

- should he ~~be granted~~ leave of absence for ~~more~~ than thirty (30) days, except **as** otherwise provided by Article 15.00 hereof, or should he be absent for five (5) consecutive working days without reporting to the Company and without reasonable explanation, or
- should he voluntarily quit his employment, or
- should he be dismissed for just cause, or

- . should he fail to respond to recall pursuant to Sections 13.09 and 13.10 hereof, or
- . should he not **return** to work within the time limit pursuant to Section 13.07A hereof, or
- . should he be retired pursuant to Article 33.00 hereof.

RESTORATION OF SENIORITY

12.07 By agreement of the parties hereto seniority may be restored in whole or in part to an employee who **has** completed probationary employment **as** provided by Section 11.04 hereof or to any person who **has** lost seniority for **cause** provided by Section 12.06 hereof

SALARIED EMPLOYMENT

12:08 (a) Subject to all provisions of this **section** 12.08, seniority held at September 10, 1992, shall be retained by any employee who transferred to salaried employment **as** a Supervisor prior to September 10, 1992 but there shall not be any further accrual of seniority by that employee, **so long as** s/he remains in the said salaried employment.

(b) Effective from September 10, 1992 an employee who is transferred to salaried employment **as** a supervisor, shall retain **the** seniority held at the time of such transfer **and** there shall not be any further **accrual** of **seniority** by that employee, so long **as** he remains **m** the said **salaried** employment, and may exercise his/her seniority if placed at work within this Agreement within a six month period.

(c) Each of **the** said employees in (a) & (b) above shall have seniority **rights** pertaining to the Occupational Group, containing the classification of employees who **perform** the work in which s/he **was** last employed under this agreement and may exercise his/her seniority if s/he is again placed at work under this agreement.

12.09 (a) If an employee with seniority under this Agreement, other **than** an employee covered by Section 12.08 hereof is **placed** at work **as** an employee not covered by **this** Agreement he/she shall retain seniority rights in his Occupational Group under **this** agreement which **rights** may be exercised only if he/she exercises the rights **contained** in Article 12.10(e) herein during the first three (3) months following placement **or** for a **period** not exceeding six months from the **date** of placement if displaced **as** the result of Lay-off. Thereafter his/her seniority shall convey no rights under this agreement.

12.10 If an employee with **seniority** under the Collective Agreement between the Company and Technical Associates Lodge 1922, I.A.M., hereinafter **called** the **Staff** Agreement, other

than an employee covered by Section 12.08 hereof, hereafter is placed at work under this Agreement, he shall have seniority under this Agreement as hereby provided, namely:

(a) Seniority shall accrue from the date the employee is placed at work under this Agreement.

(b) An employee placed at work as provided by Section 12.09 of this Agreement shall not be subject to displacement by an employee in the occupation group in which he/she last held seniority under the staff agreement, nor shall he/she be subject to any provisions of this agreement respecting probationary employees.

(c) In the event of Lay-off in the six (6) month period commencing with the date of the transfer the provisions of Article 12.09 (a) herein shall apply.

(d) On the day following the completion of one (1) year of continuous service under this agreement, the seniority he/she last held under the staff agreement, plus any previous seniority under this Agreement shall be added pursuant to **Sub-Section 12.10(a)** so that he/she shall have seniority equal to **all** of his/her seniority accrued under the staff agreement and under this agreement and any previous seniority under this agreement.

(e) At any time within three (3) months after placement the foreman accepting the employee may advise the Personnel Officer that he deems the said employee unsuitable; or within the same three (3) month period the said employee may request to be returned to his former place.

SENIORITY LISTS

12.11 The Company shall maintain and post seniority lists every four(4) months.

ARTICLE 13.00 LAYOFF AND RECALL

TEMPORARY LAY-OFF

13.01 Should breakdown, shortage of materials or other cause of a temporary nature make it necessary to reduce the working force, the employees affected thereby shall be laid off according to seniority without rights elsewhere, provided that such lay-off shall not be longer than three (3) working days, and further provided that seniority shall accrue during such lay-off. In the event of a partial resumption of operations prior to the end of the period of temporary lay-off, employees laid off pursuant to this Section 13.01 and listed under the classifications required, shall be recalled by seniority.

LAY-OFF' FOR EXTENDED PERIODS

13.02 In the event of lay-off, seniority as defined in Sections 12.02 and 12.03, hereof, shall determine the employees to be retained.

13.03 The Company shall notify the Union as soon as possible of any lay-off; no employee with seniority shall be laid off without at least seven (7) days notice and no employee who has five (5) years service or more shall be laid off without at least two (2) weeks notice, except in the case of a temporary lay-off pursuant to Section 13.01 hereof.

13.04 Subject to the provisions of Section 13.05 hereof and excepting employees who have elected lay-off pursuant to Sub-Section 13.11 (a) hereof, no employee with seniority shall be separated from employment without being given opportunity to claim placement in -

(a) any job held by a probationary employee, except a trainee who has completed three (3) months service, or in

(b) any job held by a less senior employee whose seniority pertains to the Same Occupational Group as his but whose classification is contained in a different Occupational Group.

He shall be allowed five (5) days familiarization and if he shows competence to do the work, he shall be retained in place of such probationary employee or in place of such employee as he may displace under paragraph (b) of this Section 13.04 as the case may be and his classification shall be changed accordingly and he shall be paid the job rate for his new classification. Every employee with seniority displaced pursuant to this Section 13.04 shall be separated from employment by lay-off without prejudice to his right again to claim any job pursuant to paragraphs (a) and (b) of this Section 13.04 and without prejudice to his right of recall to the Occupational Group from which he was laid off.

13.05 An employee with seniority who, having been laid off from an Occupational Group, is placed at work in a different Occupational Group in place of a probationary employee or in place of an employee with less seniority pursuant to Section 13.04 hereof, shall be deemed not to have been transferred pursuant to Section 12.04 and Article 16.00 hereof. Not later than three (3) months after he is thus placed at work in a different Occupational Group he shall elect either:

(a) to transfer his seniority to the said different Group at the end of the said three (3) months and surrender his right of recall to the Occupational Group from which he was laid-off, or

(b) to retain his seniority in and right of recall to the Occupational Group from which he was laid off and to be separated from employment by lay-off.

13.06 (a) Executive Officers of the Union, Business Representatives on leave of absence pursuant to Section 15.04 hereof, the Shop Committee members, and not more than two (2) Safety Committee Representatives shall have top seniority in their respective Occupational Groups and shall be retained in employment regardless of seniority so long as there is work therein that they are competent to perform. Chief Stewards shall have top seniority in their respective Occupational Groups and shall be retained in employment in their respective designated areas regardless of seniority so long as there is work available they are competent to perform.

Eligibility for Top Seniority shall commence on the date of proper notification by the Lodge following his election to one of the aforementioned positions.

(b) An Executive Officer, a Shop Committee Member, a Safety Committee Representative or a Chief Steward, for whom work is not available in his Occupational Group due to a reduction of the work force and who as a result is placed at work in another Occupational Group pursuant solely to Sub-Section 13.06 (a) hereof, shall within three (3) months from the date he is so placed, elect either to transfer his seniority to the new Occupational Group or to retain seniority in his old Occupational Group. If he elects to retain his seniority in his old Occupational Group while working in a Group other than his old Occupational Group and loses his Union Office he shall be separated from employment by lay-off if he would not otherwise have been retained pursuant to Section 13.02 hereof.

13.07A An employee who has been laid off shall be listed according to seniority for a period of time which shall be in accordance with the recall schedule contained herein. If not recalled to work during the period of his recall rights his name shall be removed from the list and the Union shall so be advised.

All employees with seniority shall have recall rights equal to their own seniority at the date of lay-off but not exceeding four and one-half (4 1/2) years.

13.08 When work is available in any Occupational Group from which there has been a lay-off, seniority in the same at the time the work becomes available shall determine the employees to be recalled. Every previous employee then having seniority in the said Occupational Group shall be recalled before any other person is transferred into or hired into it.

13.09 Recall shall be by telephone with a confirmation letter sent by registered mail or a personal interview with a letter of confirmation. If an employee cannot be reached by telephone, recall shall be by registered mail to the address last filed by the employee with the Company. The Union shall receive a copy of each letter of recall or letter of confirmation of each recall. An employee with seniority on lay-off must keep the Company informed by registered mail, of any change of address.

13.10 If ~~within~~ five (5) working days after the date of mailing notice of recall an employee shall have failed to notify the Company that he intends to return to work or if within ten (10) working days of the same date ~~an~~ employee shall have failed to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the Seniority list, except ~~as~~ is otherwise provided by Sub-section 13.11 (b) hereof, and further provided that under extenuating circumstances seniority lost pursuant to this Section 13.10 *may* be restored as provided by Section 12.07 hereof.

13.11 (a) Any employee with seniority who is affected by lay-off *may* elect to be separated from employment by lay-off rather than accept employment in another classification within the Occupational Group to which he is entitled by reason of his seniority. Any employee who so elects shall be separated from employment by lay-off and shall thereafter have recall rights only to the classification from which he was so separated, notwithstanding the provisions of Section 13.08 hereof.

(b) Any previous employee with seniority who is laid off may elect to remain laid off rather than accept recall to employment in a classification within the Occupational Group to which he is entitled by reason of his seniority, other than in the classification from which he was separated from employment by lay-off. Any previous employee who ~~so~~ elects shall remain laid off and shall thereafter have recall rights only to the classification from which he was separated from employment by lay-off, notwithstanding the provisions of Section 13.08 hereof.

Promotions

(c) Any employee with seniority who is downgraded due solely to the effect of lay-off from one classification to another classification in the same Occupational Group and who has continuously held seniority in that *same* Occupational Group since his downgrading, shall be entitled in order of seniority as work is available, to repromotion to the classification from which he was downgraded, before any other person is placed at work in that classification, except ~~as~~ otherwise provided for previous employees with limited recall rights pursuant to Sub-section 13.11 (d) hereof. Any employee who declines a repromotion shall again be entitled to repromotion only if he is subsequently downgraded due solely to the effect of another lay-off and then only to the classification from which he was subsequently downgraded.

Limited Recall

(d) When work is available in the classification from which he was separated from employment by lay-off, any previous employee with seniority who is laid off pursuant to Sub-section 13.11 (a) hereof or pursuant to Sub-section 13.11 (b)

hereof, shall be entitled to recall in order of **seniority**, only to the classification from which he was separated from employment by lay-off, and only after all more senior previous employees have been recalled pursuant to Section 13.08 hereof and only after all more senior employees have been given the opportunity to exercise any rights to repromotion to that classification pursuant to Sub Section 13.11 (c) hereof.

LAY-OFF CREDITS AND PAYMENTS

13.12 (a) Subject to the terms and conditions of the Lay-off Credit Plan attached hereto as Supplement 'A':

(i) every employee with seniority who is separated from employment by lay-off pursuant to this Article 13.00, shall be credited ~~with~~ \$40.00 for each completed three (3) months of continuous employment by the Company up to a total maximum credit of \$1,040.00

(ii) against which he may claim, subject to the provisions of the said Supplement 'A', payment of \$40.00 for each week he received Unemployment Insurance benefit while thus separated until the said credit is exhausted ~~so long as he has~~ not lost seniority pursuant to Section 11.03 hereof. The Company will make payment pursuant hereto and pursuant to the said Supplement 'A' in respect of any claim for a payment of \$40.00 per week on evidence of receipt by the laid off employee of Unemployment Insurance benefit if presented within two (2) weeks of receipt of such benefit.

(iii) The vested interest of an employee covered by this agreement shall be limited to the receipt of payments for covered periods of unemployment in accordance with 12.13 (a)(ii) herein and the maximum benefit shall be as proscribed by Employment and Immigration Canada Regulations.

(b) Definitions - For the purpose of this Article:

(i) 'employment' means and includes every circumstance during which an employee accrues seniority pursuant to this Agreement except accrual of seniority during lay-off.

(ii) 'completed three (3) months of continuous employment' includes such employment before and after a period of lay-off or a period during which seniority is not lost but is ~~not~~ accrued.

Recall and Further Lay-off

(c) Should ~~an~~ employee return to work on recall pursuant to Article 13.00 hereof or be otherwise re-employed by ~~the~~ Company any remaining balance of credit established pursuant to Sub-Section 13.12 (a) hereof shall be cancelled. If subsequently he is again separated from employment by lay-off an amount **equal** to the said cancelled balance shall immediately be credited to him and further credits accrued subsequent to his ~~return~~ to work shall be added thereto pursuant to paragraph (i) of Sub-Section 13.12 (a) hereof, up to a total maximum credit of \$1,040.00.

Termination of Credit Where There is no Recall

(d) Any credit or unused balance of credit established for an employee pursuant to this Section 13.12 shall be cancelled if he has not returned to work within, the period designated in the Recall Schedule, Article 13.07A herein, from the date he was separated from employment by lay-off, or at any time that he loses seniority pursuant to Section 12.06 hereof.

Proviso

(e) The provisions of this ~~Section~~ 13.12 are conditional upon allowance **by** ~~tax~~ authorities under Canadian or Provincial law of any and all cost to the company pursuant hereto, failing which this ~~Section~~ 13.12 shall be null and void.

ARTICLE 14.00 DISMISSAL

14.01 With reasonable promptitude the ~~Company~~ shall notify the Union in writing of any dismissal and on request from the Union the ~~Company~~ shall furnish the **reason** for the same.

14.02 An employee with ~~seniority~~ who feels that he has been unjustly dismissed may present a grievance and the same shall be entered at the Third Step **of the** Grievance Procedure provided by Article **9.00** hereof, provided that the ~~right~~ to grieve **shall** be deemed **to** be waived if **a grievance has** not been **presented** within five **(5)** working days after the separation of employment.

14.03 Failing settlement by the said grievance procedure, a grievance regarding dismissal may be submitted to arbitration **as** provided by Article 10.00 hereof, and the arbitrator shall make such settlement **as** he deems just.

ARTICLE 15.00 LEAVE OF ABSENCE

15.01 Leave of absence without pay granted by the Company for a period of thirty (30) calendar days or less shall be without loss of seniority and with accrual of seniority. The Company shall inform the Union (Chairman of the Shop Committee) of such leaves of absence granted.

15.02 The Company shall inform the Union of leave of absence without pay granted by the Company for more than thirty (30) calendar days. Such leave of absence shall occasion loss of all seniority except as otherwise agreed between the Company and the Union.

15.03 On request from the Lodge the Company shall grant leave of absence without pay to the officers of the Lodge or their delegates for the transaction of Union business provided that such leave of absence shall not exceed three (3) calendar days in any calendar month for any such employee, except:

(a) Upon proper notification from the Lodge, the Company shall grant leave of absence to members of the Negotiating Committee for such periods that shall be mutually agreed upon during the two (2) calendar months that immediately precede negotiations and until such time as a new contract is signed. The Lodge shall undertake to request leave of absence for regular negotiation committee meetings twenty-four (24) hours in advance and the Company shall undertake to advise the Lodge promptly of any unforeseeable circumstances causing postponement of a scheduled meeting.

(b) Leave of absence not exceeding two (2) weeks at any one time shall be granted such officers or delegates for the purpose of attending Trade Union conferences.

15.04 On request from the Union the Company shall grant leave of absence without pay to an employee for the purpose of his full-time employment by the Union or the International Association of Machinists and Aerospace Workers, provided that the number of employees who at any time shall be granted such leave shall not exceed two (2) at any given time. Seniority and entitlements pursuant to Section 13.12 hereof, shall continue to accrue during such leave of absence.

Benefits provided to employees under Articles 26.00 and 34.00 shall be extended to employees granted Leave of Absence in accordance with Article 15.04 herein.

15.05 On furnishing proof satisfactory to the Company of inability to work because of illness or injury an employee shall be granted sick leave without pay for a period not exceeding five (5) years. Failure of an employee to provide proof satisfactory to the Company within 15 working days following a request for such proof made by registered mail to the employee's last recorded address shall cause such employee to lose his/her seniority under this Collective

Agreement. The Company *may* require evidence of the employee's fitness to resume his previous **occupation**.

Seniority shall accrue during **sick** leave.

15.06 Upon production of proof satisfactory to the Company, an employee running for political office, Municipal, Provincial or Federal, shall be granted a leave of absence without pay for a period not to exceed six **(6)** weeks prior to the date of the election, without loss of seniority and with accrual of seniority.

ARTICLE 16.00 TRANSFERS

16.01 Without prejudice to the rights reserved in Section 3.01 hereof, the Company desires to place its employees to the **best** mutual advantage. To this end the Company undertakes to entertain request for transfers to the provisions; of this Article 16.00.

16.02 Transfer *may* be requested only by an employee with seniority.

16.03 A request for transfer shall be specific request for transfer **from** one work **area** or occupational classification to another; it shall not merely express a desire to transfer.

16.04 An employee requesting transfer shall **present** his request in writing on a form supplied by the Personnel & Industrial Relations Department. A copy of **the** application for transfer will be given to the applicant.

16.05 An employee *may* submit a maximum of two requests per calendar **year** for transfer to the Personnel & Industrial Relations Department and which request will be considered for the appropriate **opening(s)** under Articles 16.07 and 16.08. **All** applications for transfer will become cancelled on the last day of December **each** year, however, an employee who desires to renew his requests for transfer *may* do **so by January** 1st of the following year.

16.06 After completion of (a) **as** defined **below**, the selected applicants will be transferred to a job vacancy. A vacancy is defined **as** any opening within a job classification where:

(a) The **opening** was created by an increase in requirements after **all** employees with **seniority** in the affected job classification have been recalled and all other employees have been recalled in accordance with Article 13.08.

16.07 Seniority employees will be granted transfers to a permanent opening in the following manner:

(a) In the event of manpower increase at the highest job level of an occupational group, the Company will advise the employees in the occupational group Concerned by placing notification on Bulletin Boards.

(b) In the event of a manpower increase at any lower job level (other than the highest) of an occupational group or that the position in (a) above has not been filled within the occupational group, the Company will advise all employees by placing notification on Bulletin Boards.

(c) All applicants with transfer requests for vacant positions as defined in (a) or (b) above shall be given a maximum of two interviews per year as long as it pertains to different transfer requests. Nevertheless, transfer requests for the same job classification category (i.e. A, B, C, to be considered as one job classification for the purpose of this article) opening again in the same calendar year will not warrant a second interview.

(d) As soon as the job(s) are filled, the Company will advise employees concerned by placing notification on Bulletin Boards of the name(s) of the incumbent who has filled the job(s) and the date the transfer would take effect.

16.08 Transfers will be based on qualifications and ability to perform the work. When qualifications and ability are relatively equal, seniority shall prevail.

Determination of qualifications and ability shall be made by the Company and may be subject to the Grievance Procedure. The Company shall make such determination in a fair manner and an objective basis which may include the employee's written record.

16.09 Upon an employee's transfer to another classification in another occupational group, he will after three (3) calendar months transfer his seniority to the new occupational group and he will not be eligible for transfer to another classification for a period of one year.

16.10 At any time within three (3) calendar months after a transfer, the Foreman accepting the employee on transfer may advise the Personnel & Industrial Relations Department that he deems the said employee unsuitable; or within the same three (3) calendar months, the said employee may request to be returned to his former classification. Such employee will exercise his seniority in his former classification and occupational group, seniority permitting.

ARTICLE 17.00 PROMOTIONS

17.01 Without prejudice to the right reserved in Article 3.00 hereof, the

Company shall take seniority into consideration when making promotions and where in the Company's opinion essential qualifications **are equal**, seniority shall be the determining factor. The Company shall notify the Union of the proposed appointment of Lead **Hands** and Setters.

ARTICLE 18.00 POSTING NOTICES

18.01 The Union *may* **post** notices at specific places on Company premises upon approval of the Company.

ARTICLE 19.00 PHYSICALLY HANDICAPPED EMPLOYEES

19.01 Physically handicapped employees shall be permitted to clock out five **(5)** minutes before stopping time. When reasonable and possible, special provisions shall be made for parking facilities for physically handicapped employees.

ARTICLE 20.00 HOURS OF WORK AND SHIFT ARRANGEMENTS

20.01 The standard hours of work shall be as provided by one or other of the following standard shift arrangements **as** the Company shall deem proper for each of its various operations.

(a) **A** single shift of eight (8) hours, not including a lunch **period** called "Standard **Day** Shift", worked on five **(5)** days **each week** from Monday to Friday inclusive.

(b) **Two (2)** alternating shifts each of eight (8) hours not including a lunch **period** worked on five **(5)** days each week from Monday to Friday inclusive, one shift working **the same** hours **as** and being also **called the** "Standard Day **Shift**" and the second shift being called the "Standard Night Shift". The shifts shall change every two **(2) weeks**. Employees working on the Standard Night Shift shall be paid the premium provided by Section 23.01 hereof for a second shift.

(c) Three **(3)** alternating shifts each of eight (8) hours with lunch taken on the job, worked on five **(5)** days **each week** from Monday to Friday inclusive and collectively called "Five-Day Continuous Shifts". The shifts shall change every two **(2) weeks**.

Employees working on the second shift shall be paid the premium provided by Section 23.01 hereof for a second shift; employees working on the third shift shall be paid the premium provided by Sections 23.01 hereof for a third shift, and the third shift shall be of seven (7) hours duration with lunch taken on the job, worked five (5) days each week from Monday to Friday inclusive. (Employees working a full third shift shall receive the equivalent of eight (8) hours pay.)

(d) In addition to the "Standard" two (2) shift operation as specified in 20.01 (b) herein, there shall be a "Special" two (2) shift operation as an alternative.

Two (2) alternating shifts, the first of eight (8) hours, not including a lunch period, worked five (5) days each week from Monday to Friday inclusive, the second of ten (10) hours not including a lunch period worked four (4) days each week Monday to Thursday inclusive (4:15 p.m. to 2:45 a.m.).

Qualification for Holiday Pay • 10 Hours

Holiday Observed on Friday • 30 Hours Worked Monday,
Tuesday & Wednesday

Holiday Observed on **Monday** • 30 Hours Worked Tuesday,
Wednesday & Thursday

When absence during these periods is justified and proved, the above qualifications may be waived by the Company. Disqualification for Holiday Pay ten (10) hours shall apply to one (1) shift when the Holiday comprises more than one (1) shift.

Employees shall be given at least four (4) weeks notice if the shift is to change from "Standard Night Shift" to "Special Night Shift" or vice-versa provided by Section 20.01 herein.

All departments will work shifts which are consistent and any change in the shift arrangement shall be discussed with the Union before said notice is given to the employees required to change.

(e) For Fire Fighters covered by this Agreement there shall be three (3) shifts of eight (8) hours each with lunch taken while on duty, worked in accordance with a schedule of rotation of shifts by which each employee shall normally work five (5) days in each week including such Holidays as may fall within his schedule. When the said schedule requires an employee to work more than five (5) shifts in any week from Saturday to Friday inclusive, the excess over five (5) shifts shall be paid as provided by Sub-Section 21.02 (b) hereof. Employees working on the second shift shall be paid the premium provided by Section 23.01 hereof, for a

second shift; employees working on the third shift shall be paid the premium provided by Section 23.01 hereof, for a third shift.

(f) For Janitors on night duty a single shift of eight (8) hours not including a lunch **period**, worked on five (5) nights each week from Monday to Friday inclusive. Employees on the said shift shall be paid the premiums provided by Section 23.01 hereof for a third shift.

(g) Two (2) alternating shifts of eight (8) hours not including a lunch **period**, called "Clean-up Shifts" worked on five (5) days each week from Monday to Friday inclusive, on a schedule of starting and stopping times which permits work during the between-shifts periods of the standard shifts provided by Sub-Section 20.01 (b) hereof

"Clean-up Shifts" shall be employed in scrap removal and like operations. The shifts shall change every four (4) **weeks**. Employees working on the night shift shall be paid the premium provided by Section 23.01 hereof for a third shift.

20.02 The normal starting and stopping times shall be as provided by Appendix 1 annexed to this Agreement.

20.03 At its discretion the Company may change starting and stopping times by not more than one-half hour from the normal times provided by Section 20.02 hereof provided that the duration of any shift shall not be other than **that provided** by Section 20.01 hereof and further provided that at least one (1) week in advance of any such change the Company shall notify the Union and the employees affected.

20.04 An employee shall be given at least one (1) weeks notice if he is required to change from one to another of the standard shift **arrangements** provided by Section 20.01 hereof. Any change of a department or section **thereof** from one standard shift arrangement to another shall be discussed with the Union before the said notice is given to the employees who are required to change.

20.05 The Company shall at **all** times take reasonable steps to give employees advance notice of any change or cancellation of regular working hours. Any employee not ~~so~~ notified who reports for work at his regular starting time shall be guaranteed four (4) hours work or shall receive four (4) hours pay **at** his regular **rate** unless any such change or cancellation of regular **working hours** is due **to** circumstances beyond the control of the Company such **as** fire or power **failure**. To qualify for the said four (4) hours pay **an** employee may be required to **perform** such work **as** is available except work of a higher classification.

20.06 All shifts provided by this Article 20.00 shall be paid at straight time.

T i e Cards

20.07 Every employee shall punch his time card immediately upon entering and immediately before leaving the Plant; should his card not be in the rack he shall report to his supervisor at the earliest opportunity and, should he fail to do so, or should he fail to punch his time card without sufficient reason, he shall lose one-quarter (1/4) hours pay for each such failure.

20.08 Late starting up to fifteen (15) minutes on any one shift or a total of fifteen (15) minutes during any pay period shall not be deductible. Lateness totalling over fifteen (15) minutes but not exceeding thirty (30) minutes during one pay period shall be calculated and deducted as thirty (30) minutes. Lateness in excess of thirty (30) minutes shall be calculated and deducted to the next 15-minute period. The above noted late starting applies solely to the start of the employees regular shift and not to the lunch period.

20.09 It is agreed that all employees will co-operate to the best of their ability with regards to notifying the Guard at the Gate House, prior to the commencement of their shift, that they will be absent at the start of the shift.

ARTICLE 21.00 OVERTIME

21.01 With the exception of Fire Fighters covered by this Agreement an employee shall be compensated for overtime work as follows:

(a) For authorized overtime following scheduled shift hours, time and one-half shall be paid for four (4) hours or less and at double time thereafter until there is a break of at least eight (8) consecutive hours, except that the said four (4) hours or less at time and one-half shall be reduced by such overtime, if any, as has been worked before scheduled shift hours.

(b) For authorized overtime following scheduled shift hours for an employee working the second shift as defined in Article 20.01 (d) herein, time and one-half shall be paid for two (2) hours or less and at double time thereafter until there is a break of at least eight (8) consecutive hours, except that the said two (2) hours or less at time and one-half shall be reduced by such overtime, if any, as has been worked before scheduled shift hours.

(c) For authorized time worked on Saturdays he shall be paid time and one-half for eight (8) hours or less and double time after eight (8) hours, except as provided by Section 20.05 hereof.

(d) For authorized time worked on Sundays he shall be paid double time.

21.01 A Fire Fighter covered by this Agreement shall be compensated for overtime work as follows:

(a) For authorized time worked during hours other than the hours scheduled for his shift on a day scheduled for him as a working day he shall be paid **as** provided by Sub-section 21.01 (a) hereof, except **as** provided by Section 21.03 hereof.

(b) For authorized time worked during the hours scheduled for his shift on more than five **(5)** days in any week, pursuant to Sub-section 20.01 (d) hereof, he shall be paid time and one-half for one shift in excess of five **(5)** shifts in the week and double time for a second shift in excess of five (5) shifts in the week.

(c) For authorized time worked on a day scheduled for him **as** a day off he shall be paid time and one-half for eight **(8)** hours and at double time after eight **(8)** hours until there shall be a break of eight **(8)** consecutive hours, except that if he works both days of two **(2)** consecutive days scheduled for him **as** days off, he shall be paid double time for all such work on the second day of the two **(2)** scheduled days off, and except as provided by Section 21.03 hereof.

(d) Except **as** provided by Sub-section 21.02 **(a)** and Section 21.03 hereof, authorized time worked on Saturdays or Sundays shall not be overtime unless these days **are his** scheduled days off.

21.03 All authorized time worked on a Holiday or half-holiday Provided by Article 22.00 hereof, shall be paid for at double time in addition to the payment provided by the said Article 22.00.

21.04 In this Article 21.00 "authorized time worked" shall **mean** work requested and properly authorized by a foreman or supervisor, and shall not mean work by mutual arrangement between employees for their own convenience.

21.05 An employee who has completed his regular shift and has clocked out and is then recalled to work **extra** time shall receive a minimum of four **(4)** hours pay on the appropriate overtime **basis**, pursuant to **Sub-section 21.01 (a) and Sub-Section 21.02 (a)** hereof; an employee **who** on reasonable notice is required to start not more than four **(4)** hours before his regular **starting** time shall not be deemed to be called in pursuant to this Section 21.05 but shall be paid double **time** for the time he actually works before **his** regular starting time.

21.06 Overtime Premium shall be calculated on the employee's base hourly rate excluding all bonus and Premiums unless otherwise provided by this Agreement.

ARTICLE 22.00 HOLIDAYS

22.01 Except ~~as~~ otherwise provided in Section 22.02 hereof, every employee with one (1) months service or more shall be paid for one (1) Standard Shift (except as noted) for each of the following Holidays to be taken on the dates designated.

	<u>1992/93</u>	<u>1993/94</u>	<u>1994/95</u>
Labour Day	Mon.Sep. 7/92	Mon.Sep. 6/93	Mon.Sep. 5/94
Thanksgiving	Mon.Oct. 12/92	Mon.Oct. 11/93	Mon.Oct.10/94
Christmas and New Years	Thu.Dec.24/92 Fri.Dec.25/92 Mon.Dec.28/92 Tue.Dec.29/92 Wed.Dec.30/92 Thu.Dec.31/92	Fri.Dec.24/93 Mon. Dec.27/93 Tue. Dec.28/93 Wed .Dec.29/93 Thu.Dec.30/93 Fri.Dec.31/93	Fri.Dec.23/94 Mon. Dec.26/94 Tue. Dec.27/94 Wed. Dec.28/94 Thu. Dec.29/94 Fri. Dec.30/94
	Fri.Jan. 1/93	Mon.Jan. 3/94	Mon.Jan. 2/95
Good Friday	Fri.Apr. 9/93	Fri.Apr. 1/94	Fri.Apr. 14/95
Victoria Day	Mon.May 24/93	Mon.May 23/94	Mon.May 22/95
Canada Day	Thu.Jul. 1/93	Fri.Jul. 1/94	
Civic Holiday	Mon.Aug. 2/93	Mon.Aug. 1/94	

22.02 Holiday pay will not be paid to any employee who has not **earned** wages for a 2-week ~~period~~ immediately preceding the Holiday.

22.03 *By* agreement of the parties hereto another day off may be substituted for and observed instead of a Holiday; specifically a Fire ~~Fighter~~ covered by this Agreement, whose regular day off falls **on** a Holiday shall be allowed a different day off with pay instead of the Holiday.

22.04 Holidays for the third shift pursuant to Sub-Section 20.01 (c) and 20.01 (d) hereof, shall be declared either the eve of a Holiday or on the Holiday, whichever is **more** suitable to the occasion.

ARTICLE 23.00 SPECIAL ALLOWANCES

SHIFT PREMIUMS

23.01 The shift premiums to be paid pursuant to Section 20.01 hereof shall be forty-five cents (\$.45) per hour for a second shift and **fifty** cents (\$.50) per shift for a third shift. Effective June 1, 1993, increase to fifty cents (\$.50) for afternoon shift and fifty-five (\$.55) for night shift,

LEAD HANDS

23.02 A Lead Hand shall be paid the rate for his classification plus twenty-five cents (\$.25) per hour, or twenty-five cents (\$.25) per hour more than the highest paid classification which he leads, whichever is the greater; the total rate shall be his base hourly rate for the purpose of calculating overtime. Effective June 1, 1993, increase to forty cents (\$.40) per hour and effective June 1, 1994, increase to fifty-five cents (\$.55) per hour.

SETTERS

23.03 A Setter shall be paid the hourly rate for Job Level 7, or the rate of his classification plus ten (\$.10) per hour, whichever is the greater, the total rate shall be his base hourly rate for the purpose of calculating overtime.

TRAVEL PAY

23.04 Employees required to travel on Company business shall, while travelling to and from their temporary place of duty, be paid their regular rates of pay at straight time up to a maximum of sixteen (16) hours in any twenty-four (24) hour period for all time spent travelling. Such time spent while travelling shall not be taken into consideration when computing overtime.

BEREAVEMENT ALLOWANCE

23.05

(a) When a bereavement occurs in the immediate family of an employee, the employee shall be allowed three (3) working days off with pay, which working days shall fall within the date of the bereavement and the day following the date of the funeral except that should an employee not attend the funeral the time allocated shall be reduced by two (2) working days. An employee's immediate family shall mean his/her father, mother, brother, sister, son or daughter.

(b) When bereaved of mother-in-law, father-in-law, grandmother, grandfather, granddaughter or grandson, an employee shall be allowed one (1) day off with pay except that when an employee shows proof that he/she was the person responsible for all arrangements, the allowance shall be increased by two (2) days in accordance with the conditions of Article 23.05 (a) herein.

(c) For an employee's spouse (wife/husband), he/she shall be allowed 5 working days off with pay.

(d) A claim for bereavement allowance must be presented within two (2) weeks of the bereavement.

JURY DUTY AND CROWN WITNESS

23.06 Employees required to serve on Jury Duty and employees required to serve as Witnesses for the Crown shall be paid the difference between the straight time rate they would have ~~earned~~ and the amount they receive for Jury Duty or for witness fees as the case may be.

SAFETY SHOES

23.07 The Company will contribute the ~~sum~~ of \$60.00, per year of Agreement, effective from date of ratification, for the purchase of safety footwear upon the production of evidence of purchase satisfactory to the Company. The wearing of safety footwear shall be mandatory and a condition of employment. Effective June 1, 1994 increase to \$65.00 per year.

ARTICLE 24.00 PAYMENT OF WAGES

24.01 Wages of employees shall be paid by cheque every seven (7) days during working hours. Statement of total earnings and deductions for the pay ~~period~~ accompany each cheque.

ARTICLE 25.00 ANNUAL VACATION WITH PAY

25.01 Every employee who at June 30th has ~~been~~ in continuous service of the Company and its predecessors:

(a) for thirty-five (35) years or more, shall receive ~~six~~ (6) weeks vacation, with pay equal to 34 days pay, at the highest ~~base~~ rate for his classification between the ~~preceding~~ July 1st to June 30th.

(b) for thirty (30) years or more, shall receive five (5) weeks vacation, ~~with~~ pay equal to 34 days pay, at ~~the~~ highest base rate for his classification between the ~~preceding~~ July 1st to June 30th.

(c) for twenty-five (25) years or more, shall receive five (5) weeks vacation, with pay equal to 31.00 days pay, at the highest base rate for his classification between the ~~preceding~~ July 1st to June 30th.

(d) for twenty (20) years or more, shall receive five (5) weeks vacation with pay equal to 30.00 days pay, at the highest ~~base~~ rate for his classification between the preceding July 1st to June 30th.

(e) for fifteen (15) years or more, shall receive four **(4)** weeks vacation, with pay equal to 22.25 days pay, at the highest base rate for his classification between the preceding July 1st to June 30th.

(9) for ten (10) years or more, shall receive four **(4)** weeks vacation, with pay equal to 21.00 days pay, at the highest base rate for his classification between the preceding July 1st to June 30th.

(g) for five **(5)** years or more, shall receive three (3) weeks vacation, with pay equal to 17.25 days pay, at the highest base rate for his classification between the preceding July 1st to June 30th.

(h) for three **(3)** years or more, but less than five **(5)**, shall receive three (3) weeks vacation with pay equal to 15.25 days pay, at the highest base rate for his classification between the preceding July 1st to June 30th.

(i) for one (1) year or more, shall receive two (2) weeks vacation, with pay equal to four per cent **(4%)** of his total earnings with the Company during year ending June 30th.

(j) for less than one (1) year, shall receive vacation pay equivalent to four per cent **(4%)** of his total earnings with the Company during the period of his employment ending June 30th.

(k) An employee upon completion of Weekly Indemnity Benefits (52 weeks or return to work) shall receive his/her vacation pay qualified for under this article. An employee not returning to work and qualifying for either Long Term Disability benefits or Total Disability benefit shall not accrue further vacation credits.

(1) Vacations shall be taken in units of five **(5)** consecutive working days.

25.02 Vacation pay shall not be paid for vacation not taken except to an employee who quits or is dismissed or is laid off; an employee who has been temporarily laid off as provided by Section 13.01 hereof, shall receive vacation pay at the time of his vacation.

25.03 "Total Earnings" for the purpose of this Article **25.00** shall mean the total amount of wages, overtime payments, vacation pay, cost-of-living bonus, Workers' Compensation payments, Weekly Indemnity payments pursuant to Sub-Section **26.01** (a) hereof and the allowances provided in Article **23.00** hereof.

25.04 Vacations in respect of any year or part thereof ending June **30th** shall be taken during the immediately succeeding year ending June 30th.

25.05 Vacations shall be taken either during a plant shutdown or by other arrangement at the discretion of the Company. Four (4) weeks or five (5) weeks or six (6) weeks vacation shall normally be one continuous period, including any such plant shutdown but the Company shall have the right to request an employee who is entitled to six weeks vacation to forego one week of vacation or to request an employee to take one such week of vacation at a time mutually agreeable to the employee and the Company. Any employee, whose service with the Company terminates, shall receive in lieu of vacation pay, vacation credits to the amount of four percentum (4%) of his total earnings in the current period, or six percentum (6%) if he is entitled to three (3) weeks vacation subject to Sub-section 25.01 (h) hereof; or six and one-half percentum (6 1/2%) if he is entitled to three (3) weeks vacation pursuant to Sub-section 25.01 (g), or seven and three quarters percentum (7 3/4%) if he is entitled to four (4) weeks vacation pursuant to Sub-section 25.01 (f) hereof, or eight and one-half percentum (8 1/2%) if he is entitled to four (4) Weeks vacation pursuant to Sub-section 25.01 (e) hereof, or eleven and a half percentum (11 1/2%) if he is entitled to five (5) weeks vacation pursuant to Sub-section 25.01 (d) hereof; or twelve percentum (12%) if he is entitled to five (5) weeks vacation pursuant to Sub-section 25.01 (c) hereof; or thirteen percentum (13%) if he is entitled to five (5) or six (6) weeks vacation pursuant to Sub-Section 25.01 (a) and @) hereof

An employee recalled in accordance with Article 13.00 herein, shall if entitled to Vacation Pay in accordance with Paragraphs 25.01 (a), (b), (c), (d), (e), (f), (g) and (h) receive vacation pay calculated on a pro rata basis equivalent to 1/12 for each completed month of service to June 30th.

The Company shall announce its vacation programme not later than February 15th each year.

25.06 None of the holidays provided by Article 22.00 hereof, shall be part of the annual vacation with pay provided by this Article 25.00

ARTICLE 26.00 GROUP INSURANCE

- 26.01** (a) The Company will provide and bear the entire cost of:
- (i) Life Insurance and A.D. & D.
 - (ii) ~~Weekly~~ Indemnity for Non-Occupational accidents and sickness
 - (iii) Long Term Disability Insurance
 - (iv) Hospital and Nursing Expense Insurance
 - (v) Drug benefits and ambulance coverage
- Above benefits are explained in detail in Appendices 9 - 13 INDEX
INSURANCE COVERAGE PAGE 70,

(b) The Company will pay premiums for employees and their dependents under the Ontario Health Insurance Plan (O.H.I.P.),

(c) The Company will bear the cost of hospital benefits in addition to the Ontario Health Insurance Plan (O.H.I.P.) to provide coverage for semi-private accommodation for employees and their insured dependents without limit as to the duration of coverage.

(d) The Company will bear the Cost of the Ontario Health Insurance Plan (O.H.I.P.) premium which falls due within thirty-one (31) days of the termination of employment for an employee laid off pursuant to Article 13.00.

(e) Drug coverage shall be provided to cover the cost of drugs prescribed during the first two (2) months immediately following retirement of an employee from active employment.

26.02 Group Insurance coverage for an employee and his eligible dependents, shall commence as soon as he has completed one (1) month of full time employment by the Company and shall terminate on the last day of the calendar month during which he last earned wages, except that insurance coverage for an employee, including an employee on sick leave pursuant to Section 15.05 hereof

(a) who is laid off pursuant to Article 13.00 hereof, shall terminate immediately after thirty-one (31) clear days have elapsed from the date of his separation from employment by lay-off or from the last day for which he was paid in lieu of notice of lay-off, or •

(b) in the event of his death, shall terminate immediately after thirty-one (31) clear days have elapsed from the date of his death, or •

(c) in the event of retirement, coverage shall be extended to cover the cost of drugs prescribed during the first two (2) months following retirement.

26.03 (a) The Life Insurance benefits, available for employees only and not for their dependents are as defined in Appendix 10.

(Applicable to employees actively at work on and after the effective dates.)

(b) an employee retiring from active employment at the normal retirement age on or after September 10th, 1992 shall be issued with a paid-up policy of Life Insurance in the amount of \$1,500.00.

DENTAL PLAN

26.05 (a) The Company will provide and bear the cost of benefits in accordance with the benefits described in Blue Cross Plan #7 and Rider #2 through Blue Cross or an alternative insurer at the discretion of the Company. Effective the first of the month following ratification by membership, the coverage will be upgraded to the 1991 O.D.A, Fee Guide - Plan #7, Rider #2, 100%.

Effective January 1, 1993 the coverage will be upgraded to the 1992 ODA Fee Guide - Plan #7, Rider #2.

Effective January 1, 1994 the coverage will be upgraded to the 1993 ODA Fee Guide - Plan #7, Rider #2

Effective January 1, 1995 the coverage will be upgraded to the 1994 ODA Fee Guide - Plan #7, Rider #2

26.05 (b) Effective the first of the month following ratification, Orthodontic coverage - 50% coverage to a maximum of \$1,000 lifetime - Age limit 6 - 19 years old. Co-insurance of 50% between Company and Employee - current rate \$3.03/month for Family.

Prosthetic Appliance and Durable Medical Equipment Plan and Hearing Aid Expense Benefit Plan

26.06 The Company will provide and bear the cost of premiums to cover a Prosthetic Appliance and Durable Medical Equipment Plan and a Hearing Aid Expense Benefit Plan (Blue Cross or alternative insurer). Coverage for benefits provided in 26.05 and 26.06 herein shall commence on the first day of the calendar month following completion of one months service or the first day of the calendar month following recall and shall terminate on the last day of the month in which an **employee's** service terminates.

26.07 Chiropractic, Physiotherapy, Massage Therapist

Up to a **maximum** of \$300.00 for each practitioner in any one calendar year.

26.08 Vision Care

Effective the **first** of the month following ratification - \$100.00 each 24 months. Co-insurance of **50%** between Company and Employee - current rate - Single - \$.80/month - Family - **\$2.51/month**.

26.09 In the event that Provincial Legislation amends negotiated coverage(s), the Company and the Union agree the specific item(s) **be** subject to immediate negotiation for the specific purpose of determining equitable distribution of premiums, should premiums be embodied into **tax** structures, and in the event mutual agreement is not **arrived** at, either party **may** apply for arbitration as provided for in the Collective Agreement.

ARTICLE 27.00 CLASSIFICATION OF EMPLOYEES

27.01 Every employee covered by this Agreement shall be classified under a job title and job description, appropriate to the work normally and regularly assigned to him. The job title, description, code number and job level of each classification into which employees *may* be classified shall appear in Appendix 3 annexed to this Agreement.

27.02 Employees classified as "Trainees" shall during the first three (3) months of employment be listed in a separate Occupational Group and upon completion of three (3) months service shall be transferred to the Occupational Group containing their designated classification. Employees exercising seniority rights due to lay-off into this group shall remain for a three (3) month ~~period~~ at the trainee pay scale following which they shall be transferred to their designated Occupational Group and seniority in that group would be effective immediately.

27.03 To assure uniform and consistent application of the method by which employees are classified, the principles governing the preparation and application of job descriptions have been agreed by the parties hereto in the Joint Statement of Policy which appears in Appendix 5 annexed to this Agreement.

27.04 Job Levels and Ratings agreed ~~between~~ the parties hereto, appear in Appendix 2 annexed to this Agreement.

27.05 An employee classified as a "trainee" shall also be tentatively classified by Job Title, Description and Code Number in accordance with Paragraph 27.01 herein with Job Level modified by Article 29.09.

27.06 Except in those Articles where gender is specific, reference to the male gender shall be interpreted to include the female gender.

ARTICLE 28.00 WORK ASSIGNMENT REVIEW

28.01 The ~~parties~~ agree ~~that~~ it may be **necessary** from time to time, during the life of this Collective Agreement, to provide for the introduction of ~~new~~ work, or for substantial change in the work assignments of an existing classification due to change in design, material, method of manufacture, product, or production requirements. Under such conditions either party may submit written notice for review.

28.02 Within ten (10) working days after notice has ~~so~~ been ~~served~~ the Company and the Shop Committee shall **seek** to agree whether such work ~~may~~ reasonably be assigned under

the terms of an existing description. If the Company and Shop Committee fail to agree on the use of an existing classification, the Company will proceed either to name an existing classification or establish a tentative job title and job level for the work in question.

28.03 Within fifteen (15) working days after the end of the ~~period~~ provided for above the Shop Committee shall have the right to notify the Company of its intent to refer the matter to an arbitrator who shall function in the manner provided for hereafter,

28.04 No employee's classification shall be changed to a lower ~~rated~~ classification solely by reason of the application of provisions of this Article 28.00.

28.05 The job level of any classification reviewed pursuant to this Article 28.00 shall not be lower than it was before review.

28.06 The arbitrator shall have the power upon representation of the parties to decide the matters hereinafter enumerated,

(a) whether there ~~has been~~ substantial change, or *new* work introduced,

(b) whether there is ~~an~~ existing classification ~~reasonably~~ appropriate to the work in question, or if not,

(c) in which of the job levels the disputed work shall be tentatively slotted, ~~on~~ the basis of the relationship the disputed work ~~bears~~ to other classifications in the job level structure, and the tentative title therefor.

28.07 In considering matters arising under Sub-Section 28.06 (b) hereof, the arbitrator shall have regard to the following definition:

"A reasonably ~~appropriate~~ classification is one involving a degree of difficulty consistent with the work in question and which requires the ~~same~~ kind of experience for the satisfactory performance."

28.08 The written decision of the arbitrator shall be binding upon the parties for the life of the Collective Agreement.

28.09 Any ~~increase~~ in wages resulting from any agreement or decision arrived at under the provisions of ~~this~~ Article 28.00 shall be effective from the ~~date~~ of written notice for review pursuant to ~~Section~~ 28.01 hereof.

28.10 The Company may continue to assign the work in question pending resolution of any dispute that may ~~arise~~ in relation thereto.

28.11 The parties shall each ~~bear~~ one-half (1/2) of the cost of the arbitrator.

ARTICLE 29.00 AUTOMATIC PROGRESSION

29.01 A new employee or a reclassified employee *may* proceed by automatic progression as herein provided through certain lower rates to the rate for his *new* classification, herein called the job rate. Automatic progression shall be the basic arrangement, but due regard shall be given to **an** employee's experience, qualifications, ability and application to his work, in determining his rate.

29.02 Progression shall be by increments of job level rates until the job rate is reached; increments shall be at intervals of not longer than two **(2)** months,

29.03 The job rate for a classification in any job level from Job Level 7 to Job Level 12 inclusive *may* be reached by progression from any hourly rate not more than three **(3)** job levels below the job rate; the job rate for a classification in any job level from Job Level 2 to Job Level 6 inclusive *may* be reached **by** progression from any hourly rate below the job rate.

29.04 An inexperienced new employee hired in any job level from Job Level 1 to Job Level 6 inclusive *may* be hired at the hourly rate for Job Level 1 or higher and shall receive **an** automatic increase to the next higher job level rate every two **(2)** months until the job rate for his classification is reached.

29.05 A new employee hired in any job level from Job Level 7 to Job Level 12 inclusive may be hired at an hourly rate not more than three **(3)** job levels below the job rate for his classification, and shall receive **an** automatic increase to the next higher job level rate every two **(2)** months until the job rate for his classification is reached.

29.06 The reclassification of an employee to a related higher rated classification shall be accompanied by **an** increment in the **employee's** hourly rate **as** provided by Section **29.02** hereof.

29.07 When reclassified to an unrelated classification **an** employee may be given any rate consistent with the provisions of Section **29.02** and Section **29.03** hereof.

29.08 **For** the purpose of this Article **29.00** related classifications **are** those which require the same kind of essential experience.

29.09 A new employee or an employee reclassified as the result of application of Article **16.00** herein and who is classified as a "trainee" shall, if hired into any job level from Job Level 1 to Job Level 6 inclusive, for the first six **(6)** months of employment, receive the ~~rate~~ rate of pay established for Job Level 1 following which Article **29.04** hereof, shall apply. If hired in any job level from Job Level 7 to Job Level 12 inclusive, shall receive the rate of pay

established for the fourth job level below the job rate for the first six (6) months of employment following which Article 29.05 hereof, shall apply.

TRAINEE

A trainee shall be a person who by virtue of past experience and/or education had demonstrated an ability to learn or adapt but who has not gained the skills required for his proposed classification.

ARTICLE 30.00 EXTERNAL CONTRACTS

30.01 The working conditions and other arrangements in respect of employees working for the Company at places other than the Company's plants at Malton necessitating their living away from home and/or significantly affecting their normal travel arrangements shall be mutually agreed by the parties hereto.

ARTICLE 31.00 COST-OF-LIVING BONUS

31.01 A cost-of-living bonus where applicable shall be payable for each hour worked and for each hour which an employee is entitled to holiday pay pursuant to Article 22.00 hereof, but shall not be incorporated into or otherwise affect the hourly wage rates set out in Appendix 2 hereof, nor included for the computation of overtime pay. The said cost-of-living bonus shall be calculated and paid pursuant to Article 32.00 hereof.

ARTICLE 32.00 PAYMENT OF COST-OF-LIVING BONUS

32:01 (a) Every employee shall be paid a cost-of-living bonus at the rate of one cent (\$.01) per hour for each full .3 points (1971 = 100) by which the said index (or precise equivalent thereof) exceeds the CPI published in the month of September, 1992, i.e. 402.5.

(b) ~~With~~ effect from September 19, 1992, every employee shall be paid a cost-of-living bonus of \$.97 per hour which shall be paid in December 1992, in the week following pay ending December 18, 1992.

(c) Review of the cost-of-living bonus established in (September, 1992) shall be made on a quarterly basis from (December, 1992 to March 1995) inclusive and any adjustment which may be either upward or downward, shall be made effective

quarterly, on the Saturday following publication of the Consumer Price-Index for Canada by Statistics Canada at the rate of one cent .01¢ per hour for each full .3 points (1971 = 100) change in the Index.

ARTICLE 33.00 RETIREMENT

33.01 An employee covered by this Agreement shall be automatically retired on the first day of the month following his 65th birthday and shall not be re-employed to perform work described in Bargaining Unit Classifications.

ARTICLE 34.00 RETIREMENT BENEFIT

34.01 (a) The Non-Contributory Retirement Income Plan established by the Collective Agreement dated December 19th, 1966 with subsequent amendments shall not accrue further benefits and employees retiring shall be entitled to the benefit established as of December 31st, 1980 or as provided by subsequent amendments defined in Supplement "B" herein.

(b) An employee, having reached age 63 and having completed twenty five years of service shall be entitled to receive a lump sum payment upon early retirement which shall be equal to the then current monthly O.H.I.P. premium times eighteen (maximum). The entitlement shall be reduced by one eighteenth for each month by which an employee or his/her spouse reach age 64 years and 9 months prior to the expiry of the eighteen month period.

34.02 I.A.M. LABOUR-MANAGEMENT PENSION FUND (CANADA)

(a) Commencing with the 3rd day of January 1981, and for the duration of this Collective Agreement, the Company agrees to make payments to the I.A.M. Labour-Management Pension Fund (Canada) for each employee performing work in a job classification covered by this Collective Agreement, as follows:

(i) For each hour or portion thereof, for which an employee receives pay, the Company shall make a contribution of forty-five cents (\$.45) to the above named Pension Fund, but not more than \$18.00 per week for any one employee (40x hourly rate) effective January 1st, 1983 and, effective January 1st 1988 the Company shall contribute fifty cents (\$.50) per hour but not more than \$20.00 per week (40 x hourly rate). Effective September 10, 1992, \$.54 per hour (maximum 40 hours per week).

Effective June 1, 1993, \$.58 per hour (maximum 40 hours per week).
Effective June 1, 1994, \$.62 per hour (maximum 40 hours per week).

(ii) For purposes of this Article 34.00, each hour paid for, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee, in accordance with the Collective Agreement, shall be counted as hours for which contributions are payable.

(iii) Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment.

(iv) Effective upon ratification, for employees who are on Weekly Indemnity (W/I) for part of a year, the Company will contribute to the above named pension plan the shortfall of contributions below the 1800 hours yearly minimum.

(b) The Company and Union further agree as follows:

(i) The payments to the Pension Fund shall be made to the I.A.M. Labour-Management Pension Fund (Canada) which was established in Canada under the Trust Agreement dated February 1, 1970 and has been signed by the Company and the Union.

(ii) The Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform With the requirements of the Pension Benefits Standards Act and the Income Tax Act so as to enable the Company at all times to treat contributions to Pension Fund as a deduction for Federal income tax purposes.

(iii) All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund.

(iv) If the Company shall fail to make its contributions to the Pension Fund by the twentieth (20th) day of the following month and such default shall continue for thirty (30) working days, the Company shall be liable for all expenses incurred in enforcing payment of the contribution, including reasonable attorneys' fees and arbitration fees, in addition to interest in an amount equal to one percent (1%) of the unpaid contribution for each full calendar month the contributions remains unpaid.



(c) The parties further acknowledge that no other agreement between the **Company** and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Agreement without the written consent of the I.A.M. **Labour-Management** Pension Fund (Canada). Copies of any renewal or extension agreements will be promptly furnished to the Pension Fund Office and, if not consistent with this Agreement, *can* be used by the Trustees as the basis for terminations of participation of the Company.

(d) This obligation to contribute covers plants or terminals located at 3160 Derry Road, East, Mississauga, Ontario. U T 1A9.

ARTICLE 35.00 RENEWAL, AMENDMENT AND TERMINATION

35.01 This Agreement shall be in effect from September 19, 1992 to May 31, 1995 and thereafter shall continue from year to year after that date unless either party gives notice in writing to the other, of its intention to terminate the Agreement or to enter into negotiations for the purpose of amending the Agreement within a period of not less than sixty (60) days and not more than ninety (90) days prior to May 31, 1995 or any subsequent anniversary of that date.

35.02 If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding Section 35.01 hereof, negotiations in accordance with the provisions of Section 35.03 hereof, shall commence not later than ten (10) days after the date of such written notice and if such negotiations, do not result in agreement prior to the date of termination of this Agreement, then this Agreement shall terminate, subject always to the right of the parties to extend the period of negotiations by mutual agreement.

35.03 Negotiations pursuant to this Article 35.00 shall be conducted with the Company by a Union Committee of not more than six (6) members who shall be employees of the Company covered by this Agreement and who shall be on the payroll and actively at work.

SUPPLEMENT 'A'

(Reference Sub-Section 13.12 (a))

To Collective Agreement Effective September 19th, 1980
and Subsequent Amendments

LAY-OFF CREDIT PLAN

The Company shall retain a common fund for the Lay-off Credit Plan which common fund shall be governed by a Trust Agreement.

The Fund, as it existed on 25th September 1976, represents the full extent of the Company's liabilities in respect of the Lay-off Credit Plan. Should the Fund at any time become deficient and if at the end of any week should the monies in the Fund not be sufficient to pay the claims outstanding at the end of the week, the claims shall be reduced pro-rata and the reduced benefit shall be the Company's full and only liability.

Statements reflecting the state of the Fund shall be issued each quarter after the statement for the period ending September 30th, 1968.

In the event that the Fund exceeds the previously agreed Level of the Fund (twenty-five per cent (25%) of Accrued Benefits) the Company shall be free to charge the cost of Lay-off Benefits or benefits other than those under the Lay-off Credit Plan for employees under this Agreement, provided these other benefits are permitted by the Tax Department as a charge against the Fund. Furthermore additional charges shall not be permitted to reduce the Fund below the Level of the Fund (twenty-five per cent (25%) of Accrued Benefits).

'Accrued Benefits' mean the total dollar credits earned and to which active and laid-off employees are eligible under the Plan.

SUPPLEMENT 'B'

(Reference Articles 33.00 and 34.00)

To Collective Agreement Effective December 19th, 1966
and Subsequent Amendments

PENSION PLAN SUMMARY

The Company will pay the full cost of the benefits of a pension plan (herein, for purposes of this Agreement called 'The hourly Rated Employees Non-Contributory Plan'). No contributions are required from employees.

1. **Normal Retirement** - automatically on the first day of the month following attainment of age 65.
2. **Early Retirement** - At the option of an employee who has reached age 55 and been continuously employed by the Company for at least ten (10) years prior to such early retirement. From the date of such early retirement onwards, the amount of the early retirement benefit will be the Normal Retirement Benefit accrued up to the date of his early retirement reduced by one-half of one per cent (1/2%) for each month or part thereof that the date of early retirement precedes the date on which the employee would have reached his Normal Retirement Age.
3. **Disability Retirement Benefit** - An employee who becomes totally and permanently disabled may apply for a disability retirement benefit provided such employee has been continuously employed by the Company for at least ten (10) years immediately prior to such disability retirement. The amount of the disability retirement benefit paid to an employee found to be totally and permanently disabled by the Company medical authority will be the Normal Retirement Benefit accrued up to the date of his disability retirement minus Workers' Compensation or other disability benefits provided in part or wholly provided by or contributed to by the Company.
4. (a) **Deferred Vested Pension Benefit** - for an employee who terminates or loses his seniority under the Collective Agreement in effect at the time of such loss of seniority provided such employee on June 1st, 1967, has been continuously employed by the Company for at least ten (10) years. The benefit will be a deferred vested benefit which will start at such employee's Normal Retirement Age if he shall then be living and shall be equal to the Normal Retirement Benefit accrued up to the date of his termination.

(b) Deferred Vested Pension Benefit - for an employee other than an employee covered by Paragraph 5 (a) above, who terminates or loses his seniority under the Collective Agreement in effect at the time of such loss of seniority provided such employee is 45 years of age or more and has been continuously employed by the Company for at least ten (10) years immediately prior to such termination or loss of seniority. the benefit will be a deferred vested benefit which will start at such employee's Normal Retirement Age if he shall then be living and shall be equal to the Normal Retirement Benefit accrued up to the date of his termination.

5. **The Normal Retirement Benefit** - Shall be payable for life only and ceases on death. Optional forms of pension which will be the actuarial equivalent of the Normal Retirement Benefit may be selected in lieu of the Normal Retirement Benefit.

6. **Optional Forms of Benefit** - The following optional forms are retirement benefits which will be available to the employee, based on election made prior to his Normal Retirement date, The amount of benefit Payable will be the actuarial equivalent of the employee's normal retirement benefit.

(a) Joint Life and Survivor Option - The retirement benefit will be payable to the employee for his remaining lifetime then continuing, either in whole (100%), or in part (50%), as determined by the employee, to his spouse, if surviving, for her remaining lifetime.

(b) Ten-Year Option - The retirement benefit will continue for a minimum of 120 months following his retirement, either to the employee or to his beneficiary or estate.

(c) Five-Year Option - The retirement benefit will continue for a minimum of 60 months following his retirement, either to the employee or to his beneficiary or estate.

7. **Supplemental Pension Benefits**

(a) The benefit accrued, comprising past and future service to December 31st, 1980 shall be amended in accordance with the following:

Effective July 1, 1989:

Employees reaching age 65 prior to December 31, 1989 and retiring from active employment shall have their accrued benefit increased by 50% over the level established as of December 31, 1980.

Effective January 1, 1990

Employees reaching age 65 prior to December 31, 1990 and retiring from active employment shall have their accrued benefit increased by 40% over the level established as of December 31, 1980.

Effective January 1, 1991:

Employees reaching age 65 prior to December 31, 1991 and retiring from active employment shall have their accrued benefit increased by 35% over the level established as of December 31, 1980.

Effective July 1, 1992 - Employees reaching the Age of 65 during the life of the Agreement and retiring from Active Employment at age 65 shall have their accrued benefit increased by 35% over the level established as of December 31, 1980.

(b) Employees retiring from active service and at normal retirement date with a minimum of 10 years service shall receive a pension which shall be the aggregate of the benefits payable from the I.A. of M. Labour Management Pension Plan and the Hawker Siddeley Non-contributory Plan which will provide an actuarially adjusted benefit of minimum levels as indicated:

Jan. 1 - 1987 to Dec. 1 - 1987	\$2,940.
Jan. 1 - 1988 to Dec. 1 - 1988	\$3,060.
Jan. 1 - 1989 to Dec. 1 - 1989	\$3,180.
Jan. 1 - 1990 to Dec. 1 - 1990	\$3,300.
Jan. 1 - 1991 to Dec. 1 - 1991	\$3,420.

8. That an employee who after June 1st, 1967 shall be absent from work:

(i) in respect of periods during which he shall have been engaged in the business of, ~~or working~~ for, the Union while on Company-approved leave of absence requested by the Union, shall receive future service credit based on his regular straight time hourly rate of wages in effect during such absence and

(ii) in respect of periods during which he shall have held the position of Business Representative of the Union while on Company-approved leave of absence requested by the Union shall receive future service credit based on the regular straight time hourly rate of wages for the job classification from which he is absent.

9. That credits on the basis of which a benefit entitlement is established under any other Company retirement income plan, shall not be credits under this Plan.

10. All past service benefits, including the Supplemental Pension Benefits described in Section 8 of this Supplement 'B', shall be funded in accordance with the Pension Benefits Act 1965 of Ontario.

In the event of termination of the Plan, distribution of assets shall be in accordance with the aforementioned Act and as specified in Section 13 of the Plan.

It is understood that the foregoing is set down only for the purpose of reaching a Collective Agreement, and should not be construed as indicating all of the terms, conditions or limitations to **make up** the Plan proper.

The installation of the Plan is contingent on its acceptance by the Department of National Revenue and other governmental agencies involved.

APPENDIX 1

SCHEDULE OF STARTING AND STOPPING TIMES

(Reference - Section 20.02)

Standard Day Shift - Sub-section 20.01(a)&(b)

7:15 a.m. to 3:45 p.m.

Standard Night Shift - Sub-section 20.01(b)

4:15 p.m. to 12:45 a.m.

Five-Day Continuous Shift Sub-section 20.01(c)

First Shift..... 7:15 a.m. to 3:15 p.m.

Second Shift..... 3:15 p.m. to 11:15 p.m.

Third Shift,..... 11:15 p.m. to 6:15 a.m.

NOTE: Monday's Third Shift will start at 11:15 p.m. Sunday and similarly each day of the ~~week~~ Monday to Friday.

Fire Fighters - Sub-section 20.01(d)

First Shift..... 7:30 a.m. to 3:30 p.m.

Second Shift..... 3:30 p.m. to 11:30 p.m.

Third Shift..... 11:30 p.m. to 7:30 a.m.

Janitors - Sub-section 20.01(e)

4:15 p.m. to 12:45 a.m.

CLEAN-UP SHIFTS Sub-section 20.01(f)

9:15 a.m. to 5:45 p.m.

12:30 a.m. to 9:00 a.m.

Special Night Shift - Sub-section 20.01(d)

Monday to Thursday inclusive 4:15 p.m. to 2:45 a.m.

Special Five-Day Continuous Shifts - Sub-section 20.01(e)

First ~~Shift~~..... 7:15 a.m. to 3:15 p.m.

Second ~~Shift~~..... 3:15 p.m. to 12:15 a.m.

Third ~~Shift~~..... 12:15 a.m. to 7:15 a.m.

(Monday to Thursday inclusive)

Second Shift..... 3:15 p.m. to 7:15 p.m.

APPENDIX 2

JOB LEVELS AND RATINGS

(Reference- Section 27.03)

1. There shall be twelve (12) Job Levels.

Effective upon ratification, fold in \$1.00 leaving 97¢ float.

Effective June 1, 1993, fold in .50¢.

<u>Job Levels</u>	<u>Effective Upon Ratification</u>	<u>Effective June 1, 1993</u>	<u>Effective June 1, 1994</u>
1	\$ 15.64	\$ 16.14	\$ 16.14
2	\$ 16.79	\$ 17.46	\$ 17.70
3	\$ 16.96	\$ 17.63	\$ 17.87
4	\$ 17.69	\$ 18.36	\$ 18.60
5	\$ 17.86	\$ 18.58	\$ 18.88
6	\$ 18.05	\$ 18.77	\$ 19.07
7	\$ 18.85	\$ 19.57	\$ 19.87
8	\$ 19.05	\$ 19.83	\$ 20.19
9	\$ 19.28	\$ 20.06	\$ 20.42
10	\$ 19.98	\$ 20.76	\$ 21.12
11	\$ 20.25	\$ 21.11	\$ 21.53
12	\$ 20.55	\$ 21.41	\$ 21.83

Year 1 - Effective upon ratification.

Year 2 - Effective June 1, 1993

Year 3 - Effective June 1, 1994

SCHEDULE OF CLASSIFICATIONS

(Reference • Section 27.01)

JOB TITLE	OCCUP. GROUP	CODE NO.	JOB LEVEL
Applier, Brazing Alloys	031	0625	04
Assembler, Engine *A'	040	0408	08
Assembler, Engine 'B'	040	0409	05
Assembler, Engine & Electrical	040	0668	09
Attendant, Fuel Distribution System	043	0518	04
Electrician, Maintenance	017	0136	10
Electro Plater 'A'	004	0139	08
Electro Plater 'B'	004	0140	05
Expediter, 1	003	0141	07
Expediter, 2	003	0335	06
Finisher, Surface	006	0657	05
Fitter, assembler	040	0646	09
Fitter, Engine, General	040	0149	11
Fitter, Tester, Commercial	040	0659	10
Fitter, Tester, Engine 'A'	040	0404	09
Fitter, Tester, Engine 'B'	040	0405	06
Grinder, General	008	0157	09
Grinder, Precision • General	008	0155	10
Hand Finisher, Machined Parts	006	0158	04
Heat Treater, Steel	009	0161	10
Inspector, Assembler, Cutting Tools	032	0171	09
Inspector, Engine *A'	033	0501	11
Inspector, Engine 'B'	033	0502	09
Inspector, Engine 'C'	033	0503	05
Inspector, Fabrication	036	0197	09
Inspector, Laboratory	034	0638	09
Inspector, Machined Parts *A'	036	0187	11
Inspector, Machined Parts 'B'	036	0188	09
Inspector, Non-Destructive Testing - Senior	010	0653	12
Inspector, Non-Destructive Testing Specialist	010	0667	11
Inspector, Non-Destructive Testing 'A'	010	0504	10
Inspector, Non-Destructive Testing 'B'	010	0505	08
Inspector, Pressure Testing	006	0357	03
Inspector, Sheet Metal -Experimental	038	0462	10
Inspector, Standards *A'	039	0470	11
Inspector, Standards 'B'	039	0471	08
Inspector, Test House	033	0205	09

JOB TITLE	OCCUP. GROUP	CODE NO.	JOB LEVEL
Inspector, Tooling	039	0468	11
Inspector, X-Ray 'A'	010	0667	11
Labourer, General	031	0650	02
Machine Tool Overhaul & Repair	018	0464	12
Machine Tool Repair	018	0463	10
Machinist, General	011	0226	11
Machinist, 1	011	0664	10
Machinist, 2	011	0630	09
Mechanic, Balancing Machines	041	0639	11
Mechanic, Electronics Maintenance	016	0249	12
Mechanic, Sheet Metal	015	0268	11
Millwright	025	0272	10
Oiler, Maintenance	043	0275	03
Operator, Balancing Machines 'A'	041	0637	07
Operator, Balancing Machines 'B'	041	0411	04
Operator, Hydraulic Press	019	0509	07
Operator, Induction Machines	031	0656	06
Operator, Metal Cleaning	002	0340	04
Operator, Polishing Machine	006	0611	04
Operator, Punch & Fly Press 'A'	019	0307	06
Operator, Punch & Fly Press 'B'	019	0308	03
Operator, Spot welder	030	0452	05
Painter, Spray	022	0612	07
Plumber, Steamfitter	023	0328	10
Polisher & Buffer	021	0447	07
Rigger, Maintenance	020	0338	08
Storekeeper 'A'	024	0348	06
Storekeeper 'B'	024	0349	05
Shipper & Receiver 'A'	024	0559	06
Shipper & Receiver 'B'	024	0560	04
Tool & Die Maker	028	0358	12
Tube Bender, General	027	0366	07
Tube Bender, Power	027	0368	04
Warehouseman	024	0658	07
Welder, Arc & Heli-Arc 'A'	029	0371	09
Welder, Arc & Heli-Arc 'B'	029	0610	06
Welder, Combination	029	0372	10
Welder, Spot & Seam	030	0378	07
Worker, Sheet Metal 'A'	015	0386	09
Worker, Sheet Metal 'B'	015	0387	05

APPENDIX 4

SCHEDULE OF OCCUPATIONAL GROUPS

(Reference - Section 12.03)

The Occupational Groups in which seniority shall be recognized are listed hereunder pursuant to Section 12.03. Every tentative job title established pursuant to Article 28.00 shall be added to an existing Occupational Group in this list or a new Occupational Group shall be added hereto as mutually agreed by the parties hereto.

OCCUP GROUP	JOB TITLE	JOB LEVEL	CODE NO.
002	Sprayer, Metal	05	0346
	Operator, Metal Cleaning	04	0340
003	Expediter, 1	07	0141
	Expediter, 2	06	0335
004	Electro Plater 'A'	08	0139
	Electro Plater 'B'	05	0140
006	Finisher, Surface	05	0657
	Hard Finisher, Machined Parts	04	0158
	Operator, Polishing Machine	04	0611
	Inspector, Pressure Testing	03	0357
008	Grinder, Precision - General	10	0155
	Grinder, General	09	0157
	Operator, Polishing Machine	04	0611
009	Heat Treater, Steel	10	0161
010	Inspector, Non-Destructive Testing - Senior	12	0653
	Inspector, Non-Destructive Testing Specialist	11	0667
	Inspector, Non-Destructive Testing 'A'	10	0504
	Inspector, Non-Destructive Testing 'B'	08	0505
011	Machinist, General	11	0226
	Machinist, 1	10	0664
	Machinist, 2	09	0665

OCCUP GROUP	JOB TITLE	JOB LEVEL	CODE NO.
015	Mechanic, Sheet Metal	11	0268
	Worker, Sheet Metal 'A'	09	0386
	Worker, Sheet Metal 'B'	05	0387
016	Mechanic, Electronics Maintenance	12	0249
017	Electrician Maintenance	10	0136
018	Machine Tool Overhaul & Repair Man	12	0464
	Machine Tool Repair Man	10	0463
019	Operator, Hydraulic Press	07	0509
	Operator, Punch & Fly Press 'A'	06	0307
	Operator, Punch & Fly Press 'B'	03	0308
020	Rigger, Maintenance	08	0338
021	Polisher, Buffer	07	0447
022	Painter, Spray	07	0612
023	Plumber, Steamfitter	10	0328
024	Warehouseman	07	0658
	Storekeeper 'A'	06	0348
	Shipper & Receiver 'A'	06	0559
	Storekeeper 'B'	05	0349
	Shipper & Receiver 'B'	04	0560
025	Millwright	10	0272
027	Tube Bender, General	07	0366
	Tube Bender, Power	04	0368
028	Tool & Die Maker	12	0358
029	Welder, Combination	10	0372
	Welder, Arc & Heli-Arc 'A'	09	0371
	Welder, Arc & Heli-Arc 'B'	06	0610

OCCUP GROUP	JOB TITLE	JOB LEVEL	CODE NO.
030	Welder, Spot & Seam	07	0378
	Operator, Spot Welder	05	0452
031	Operator, Induction Machines	06	0656
	Applier, Brazing Alloys	04	0625
	Labourer, General	02	0650
032	Inspector, Assembler, Cutting Tools	09	0171
033	Inspector, Engine 'A'	11	0501
	Inspector, Test House	09	0205
	Inspector, Engine 'B'	09	0502
	Inspector, Engine 'C'	05	0503
034	Inspector, Laboratory	09	0638
036	Inspector, Machined Parts 'A'	11	0187
	Inspector, Machined Parts 'B'	09	0188
038	Inspector, Sheet Metal - Experimental	10	0462
	Inspector, Fabrication	09	0197
039	Inspector, Tooling	11	0468
	Inspector, Standards 'A'	11	0470
	Inspector, Standards 'B'	08	0471
	Inspector, Standards 'C'	05	0472
040	Fitter, Engine, General	11	0149
	Fitter, Assembler	09	0646
	Assembler, Engine 'A'	08	0408
	Assembler, Engine 'B'	05	0409
	Assembler, Engine & Electrical	09	0668
	Fitter, tester, Commercial	10	0659
	Fitter, Tester, Engine 'A'	09	0404
	Fitter, Tester, Engine 'B'	06	0405
041	Mechanic, Balancing Machines	10	0639
	Operator, Balancing Machines 'A'	07	0637
	Operator, Balancing Machines 'B'	04	0411
043	Oiler, Maintenance		0275

APPENDIX 5

JOINT STATEMENT OF POLICY GOVERNING THE PREPARATION AND APPLICATION OF JOB DESCRIPTIONS

(Reference - Section 27.02)

1. Introduction

Job Descriptions govern the classification of employees and their work assignment. It is therefore necessary that there be clarity and consistency in the preparation, interpretation and application of Job Descriptions and the following basic principles have accordingly been agreed to and adopted.

2. Job Titles

Each occupation into which an employee may be classified is referred to by a Job Title. The Job Title, though indicating as clearly as possible the general nature of the work performed, serves only as a distinguishing reference and is not to be taken as a statement of job content.

3. Job Description

A Job Description has the following objectives:

(a) It must set out the results of accurate observation of the job and of correct analysis of its elements in such a way that a proper understanding of the whole job is presented; work which may normally and regularly be required of an employee in the classification must be contained in the description either explicitly or by unmistakable implication;

(b) It must distinguish the given job from all other jobs; to do this the elements or particular combination of elements which identify the occupation or grade of the occupation must be recognized and clearly stated;

(c) It must describe the work or types of work which establish the 'level of difficulty';

(d) It should clearly convey its intended meaning to all who are concerned in its use - it must therefore be written in clear, simple, consistent terms.

4. Glossary

(a) Words, terms **and** phrases must consistently bear the same meaning every time they are used in, or in reference to, Job Descriptions. A Glossary of agreed definitions accompanies and is **part** of this Statement of Policy.

Words not defined in the Glossary bear their meaning **as** in common usage, and in disputed meanings Webster's New Collegiate Dictionary shall govern.

(b) Words, etc., for which **special** definitions are provided in the Glossary must never be used in any other sense.

(c) Revisions and additions to the **Glossary** will be mutually agreed both **as** to content and application.

5 General Assumptions

(a) Generally accepted industrial or Company Shop practice is assumed in writing Job Descriptions and does not require to be spelled out.

(b) Where **an** operation or a machine is **referred** to in the singular such reference does not limit or restrict the description to call for the performance of a single operation of a single **machine**.

(c) When expressions such **as** those listed below, or references to similar incidental work, appear in a Job Description it is understood that they do not involve work of a higher 'lever of difficulty' than is otherwise implied in the **Job** Description in which they occur.

'Perform rework'
'Fabricate **and** assemble shop aids'
'Prepare sketches'
'Lay **out**'

6. Company-Wide Application

If the same **job** exists in more **than** one Department of the Company the same Job Description **shall** be provided for the job in each Department.

7. ~~Classification~~, of Employees **and** Work Assignment

(a) **An** employee will be classified on the basis of the work he normally and regularly **performs**; he is correctly classified if the distinguishing elements in the Job description for his classification are recognizable in the work normally and regularly assigned to him.

(b) An employee is not necessarily required to **perform** all the work contained in the Job Description for his classification, provided he is doing the work that distinguishes the classification.

(c) A Job Description will not necessarily describe in detail all the **tasks** or duties normally performed by all the employees or by every individual Employee classified thereunder; if a task or duty is unmistakably implied in the Job Description it may be part of **an** employee's normal and regular work assignment.

(d) **An** employee may occasionally be required to perform work not contained in the Job Description for his classification, provided it is related to his normal work; such work must not be made his permanent work assignment without review of his classification.

(e) The highest 'level of difficulty' of work **normally** assigned to an employee governs his classification; intermittent work must therefore be considered part of an employee's normal and regular work assignment if he is required to **perform** it every time it occurs, even though at infrequent or irregular intervals. However, work assignments which **are** irregular in nature are not a proper basis for classification. If such a work assignment is of more than one (1) shift in duration, the employee will be paid the highest rate properly applicable to the work or the rate for his regular classification, whichever is the higher.

(f) The Company's right to assign work as it **deems** proper **and** necessary is not restricted and **an** employee has not the right to refuse **whatever** work is assigned to him. If he thinks it is work **which** under his classification should not be assigned to him he has the right to present a **grievance** to this effect under the **grievance** provisions of the Collective Agreement.

(g) **An** employee may not claim classification 'on the basis of performance of unassigned work.

(h) **As** part of the upgrading procedure **an** employee may occasionally perform some of the work of higher-rated jobs under close guidance and instruction in order to qualify for advancement.

SUPPLEMENT TO APPENDIX 5

JOINT STATEMENT OF POLICY PARAGRAPH 4

GLOSSARY OF TERMS USED IN DESCRIPTIONS

ADAPTS - means to utilize for other purposes than originally intended.

AS REQUIRED - means performance of work operations if and when such are necessary as long as they are within the level of difficulty described.

ASSISTS (or HELPS) - means to help or aid other employees in the performance of certain work but not to exceed the level of difficulty set forth in the job description as per his classification. The assisting worker is not expected to work wholly independently, but rather co-operatively and, further, is entitled to and should receive the guidance and instruction considered usual and normal under such circumstances.

CAPACITY - as used with regard to the operation of machine tools and fabrication machines, means the full utilization of the particular category of tools and equipment specified in accordance with custom and current operating and maintenance practices throughout the plant. It is recognized that the above will not necessarily include every machining or fabrication operation for which any particular type of equipment was designed by the machine tool or fabrication machine manufacturer.

CHECK, CONTINUITY - means to check electrical circuits for the flow of electrical current or to check hydraulic or other pressure lines for flow and absence of leaks. Continuity checks are made without ships' power and are accomplished by means of visual check or standard techniques.

CHECK, FUNCTIONAL - means to determine or ascertain whether a unit or portion of a system performs the function for which it is intended and whether rework or alteration is required.

CHECK, OPERATIONAL - means making a complete final check of an entire completed independent system or a major unit thereof to determine if it is operating properly. Examples include a complete electrical system, hydraulic system, surface control system or the engine controls. It implies as necessary a thorough knowledge of the shop theory involved.

CHECK, VISUAL - means detecting with the naked eye, or with such aids as minors, obvious defects and imperfections; its use implies sufficient knowledge and familiarity on the part of the worker to make the required identification. Such check would uncover incomplete

assembly (missing parts or operations), visible surface cracks, badly driven rivets and similar conditions.

FOLLOW THROUGH MACHINING OPERATIONS - means the worker specifies the necessary machining operations on first-off parts and checks to see that they are being carried out correctly.

HAND TOOLS - includes those portable tools used by hand by the workman in the normal performance of duties and tasks of the occupation in which he works.

HOLDING FIXTURES - refers to tooling designed to hold the work so that machining, installations, assembly or layout operations are facilitated.

IMPROVISE - means to contrive or make use of makeshift tooling and/or methods to meet immediate needs or requirements.

INCIDENTAL, TO THE WORK - means directly related to and essential to the assigned work but not involving a higher level of difficulty than is determined by the job description.

MAINTAIN SET-UP - as referred to in Operator, Grinder 'B' classification means dressing the wheel and making the allowance necessary to compensate for the thickness of material removed from the stone. In other classifications it includes work of a similar level of difficulty; such as replacing worn or damaged tools, etc.

MAY - when used as the first word of a sentence or phrase means that the function is performed by some of the personnel holding the classification or that the function is occasionally performed.

PRODUCTION OR SHOP AIDS - are devices initiated and made by the worker to facilitate work operations, increase production or reduce elements of fatigue or strain. Such devices are usually simple but ingenious in nature.

RUNNING MAINTENANCE - means minor repairs and adjustments which do not involve stripping the machine or shutting down for a long period; such as adjustment of points and clutches, replacement of belts, hoses, etc.

TACK WELDING - as applied to the Millwright classification is defined as follows:

Applications of a sufficient quantity of weld to hold the particular structure or assembly in place so that the Millwright can move from that particular part of his work and proceed with his job using the same technique so that the flow of work is uninterrupted. This system of course would only be used when a Welder is not available, or where it is not practical for the Welder and Millwright to interchange positions for the tack weld.

WHEN REQUIRED - **means** that the work Operation, function or **job** duty is usually **and** normally **performed** after or as a direct result of **an** order or request from recognized supervisory **personnel** and/or **means** that it is required infrequently or **when** exceptional circumstances exist.

ORAL INSTRUCTIONS - **means job** direction given by the spoken word as distinct from written direction.

TRAINEE - means a person who by virtue of past experience **and/or** education **has** demonstrated **an** ability to learn or adapt, but who **has** not gained the skills required for his proposed classification.

SUPPLEMENT TO APPENDIX 5

JOINT STATEMENT OF POLICY

- PARAGRAPH 7

The following definition shall apply to the following specific Job Descriptions amended 25th September 1976,

MAY - when used as the first word of a sentence or phrase means that the function is performed by some of the personnel holding the classification or that the function is occasionally performed, but not to the extent of exceeding to thirty percent (30%) of an employee's work week except upon mutual agreement.

	CODE NO.
1. Inspector, Tooling	0468
May be required to perform the function of Inspector, Standards 'A'	0470
2. Inspector, Standards 'A'	0470
May be required to perform the function of Inspector, Tooling	0468
3. Mechanic, Precision Instrument 'A'	0261
May be required to perform the function of Inspector, Standards 'B'	0471
4. Inspector, Machined Parts 'A'	0187
May be required to perform the function of Inspector, Material Review	0190
5. Inspector, Machined Parts 'B'	0188
May be required to perform the function of Inspector, Sheet Metal 'A'	0197
6. Inspector, Engine 'A' & 'B'	0501 & 0502
May be required to perform the function of Inspector, Test House	0205

	CODE NO .
7. Inspector, Test House May be required to perform the function of Inspector, Engine 'B'	0205 0502
8. Worker, Sheet Metal 'A' May be required to perform the function of Operator, Punch & Fly Press 'B'	0386 0308
9. Operator, Punch & Fly Press *A' May be required to perform the function of Worker, Sheet Metal 'B'	0301 0387
10. Inspector, N.D.T. 'A' & 'B' May be required to perform the function of Operator, N.D.T. Equipment	0504 & 0505 0654
11. Machine Tool Overhaul & Repair Man May be required to perform the function of Millwright	0464 0272
12. Millwright May be required to perform the function of Rigger, Maintenance	0272 0338
13. Shipper & Receiver 'A' & 'B' May be required to perform the function of Packer 'A' & 'B'	0559 & 0560 0615 & 0616
14. Operator, Spot Welder May be required to perform the function of Sandblaster	0452 0340
15. Tube Bender, General May be required to perform the function of Inspector, Pressure Testing	0366 0357
16. Inspector, sheet Metal 'A' May be required to perform the function of Inspector, Machined Parts 'B'	0197 0188

	CODE NO
17. Welder, Spot & Seam	0378
May be required to perform the function of	
Worker Sheet Metal ' B '	0387

**PART OF THE AGREEMENT
SUPPLEMENT TO APPENDIX 5
(Paragraph 8)
TEMPORARY ASSIGNMENT PROGRAM**

FLEXIBILITY OF MANPOWER

1. Modification in our method of operation is required to better prioritize our work flow, to meet customer demands.
2. To accommodate these requirements and without compromising on employees safety and quality of work, assignment to other duties is required, on a temporary basis, up to 21 calendar days, departmentally and 21 calendar days interdepartmentally,
3. Employees may be assigned to work on an equal to or less than current job level and will retain their rate of pay.
4. If skills and ability permit, and without compromising on employees safety and quality of work, and training is practical, employees may be assigned on a temporary basis to a job classification at a higher job level and will be paid accordingly.
5. If idle time and/or **priority** exists, and temporary work of more than 21 calendar days is available in the same department in another classification and there are employees on lay-off with seniority in that classification, the employees in that classification will be recalled.
6. If idle time and/or priority exists, and temporary work of more than 21 calendar days is available in a classification in another department and there are employees on lay-off with seniority in that classification, the employees in that classification will be recalled.
7. No disciplinary action will be taken against any employees who are assigned work of a temporary nature in another classification by reason of his failing, because of lack of job knowledge, to satisfactorily do the ~~work~~ required in that classification.
8. When there is a lay-off in an Occupational Group temporarily assigned workers in the ~~same Occupational~~ Group will be the first to be declared surplus.
9. The **Company** agrees that it will not use the temporary assignment program to circumvent ~~the~~ recall procedure.
10. When extensions are required in excess of the time limits as specified above, the Company and the Union will discuss the merits of each individual case.

11. The foreman/immediate supervisor will advise the Shop Steward of his **area** when a temporary assignment is in excess of a shift.
12. The Company agrees that the Union employees with seniority including those on lay-off *may* have recourse to the Grievance **procedure** upon violation of the Temporary Assignment **Program**.

JOB ENRICHMENT

Job Extension

13. To reduce **an** employee's idle time and to promote work flow or where priority exists, those employees affected *may* be required to perform work outside their classification. Typically, this work will be of a short **duration, and** less than a shift, but *may* reoccur frequently.
14. To increase productivity, the Company, the **Union and** the employees will co-operate to ensure that our competitive edge is established **m** the marketplace.

APPENDIX 6

APPRENTICE PROGRAMS

Article 1 - Definitions

- (a) The term '**Company**' shall **mean** the Orenda Division, Hawker Siddeley Canada Inc.
- (b) The ~~term~~ 'Union' shall mean the duly authorized representation of the (I.A., of M.).
- (c) 'Registration Agency' on labour standards shall mean the Industrial Training Branch, Ministry of Colleges and Universities, 'Registration Agency' for the apprentice as a student, covering related instruction, shall mean the Board of Education of the Region of Peel.
- (d) 'Apprenticeship Agreement' shall mean a written agreement between the Company **and** the person employed **as an** apprentice, which agreement shall **be** approved **by** the Secretary of the Joint Apprentice Committee and registered with the Registration Agencies.
- (e) 'Apprentice' shall **mean** a person who is engaged in learning and **assisting** in the trade to which ~~he/she~~ has **been** assigned under these standards and who is covered **by** a written agreement with the Company providing for **his/her** training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.
- (f) 'Committee' shall mean the Joint Apprenticeship Committee organized under these standards.
- (g) 'Supervisor of Apprentices' shall mean ~~the~~ person employed by the Company or the person assigned the responsibility to ~~perform~~ the duties outlined in these standards of apprenticeship.
- (h) 'Standards of Apprenticeship' shall **mean this** entire Appendix, including these definitions.

Article 2 - Applications

Applications for apprenticeship will be received by the Personnel Department of the Company from **applicants** considering themselves eligible under this program of training, and after consideration and investigation by the Personnel Department and the Supervisor of Apprentices, eligible applications will be ~~turned~~ over to the Joint Apprenticeship Committee for final approval. Advice will **be** supplied ~~to~~ the Committee of the names of rejected applicants and the reason for rejection.

Article 3 - Apprenticeship Eligibility Requirements

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

1. Grade 12 education or its equivalent,
2. Must be a minimum of 18 years of age,
3. Graduates of Community Colleges and present employees shall be given selection priority.

Article 4 - Credit for Previous Experience

Employees of the Company and those who have had previous employment experience, who desire to become apprentices and are selected, may be allowed credit in accordance with these Standards for applicable experience, after their record has been checked and evaluated by the Joint Apprenticeship Committee. Evaluated work experience must have been gained under a recognized apprenticeship program or as an employee of the Company.

Article 5 - Term of Apprenticeship

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

Article 6 - Probationary Period

The first six (6) month of employment for every apprentice shall be a probationary period. During his/her probationary period the Apprenticeship Agreement may only be cancelled as outlined in Article 13. The Registration Agencies shall be advised of all such cancellations.

Article 7 - Hours of Work

Apprentices shall work the same hours and be subject to the same conditions regarding overtime as the skilled men/women employe4 by the Company. In case an apprentice is required to work overtime he/she shall receive credit on the terms of apprenticeship for only the actual hours of work.

Article 8 - Ratios

The ratio of apprentices to journeymen shall be not ~~higher~~ than one (1) apprentice to each five (5) journeymen employed.

The ratio may be amended ~~as~~ the Company's ~~needs~~ for journeymen arises on the approval of the Joint Apprenticeship Committee.

In any trade where there are not sufficient numbers of journeymen to permit the ~~entry~~ of an apprentice, one (1) apprentice will be allowed ~~up~~ to the number of journeymen employed in the trade, but no additional apprentices will be allowed until such time ~~as an~~ additional five (5) journeymen are employed in that trade.

Article 9 - Discipline

The Supervisor of Apprentices shall have the ~~authority~~ to recommend to the Company the appropriate discipline at any time for cause such ~~as~~:

- (a) Inability to learn,
- (b) Unreliability,
- (c) Unsatisfactory ~~work,~~
- (d) Lack of interest in his/her work or education,
- (e) Improper conduct,
- (f) Failure to attend ~~classroom~~ instructions regularly, or
- (g) Any related deviation from the program.

Article 10 - Wages

Apprentices ~~m~~ the Toolmaking trades:

- 1st 1000 Hours - 65% of the Journeyman's Wage Rate
- 2nd 1000 Hours - 70% of the Journeyman's Wage Rate
- 3rd 1000 Hours - 75% of the Journeyman's Wage Rate
- 4th 1000 Hours - 80% of the Journeyman's Wage Rate
- 5th 1000 Hours - 85% of the Journeyman's Wage Rate
- 6th 1000 Hours - 90% of the Journeyman's Wage Rate
- 7th 1000 Hours - 95% of the Journeyman's Wage Rate
- 8th 1000 ~~Hours~~ - 95% of the Journeyman's Wage Rate

The schedule of wages for General ~~Mechanists~~ apprentices will be:

- 1st 1000 ~~Hours~~ - 65% of the Journeyman's Wage Rate
- 2nd 1000 Hours - 70% of ~~the~~ Journeyman's Wage Rate
- 3rd 1000 Hours - 75% of the Journeyman's Wage Rate
- 4th 1000 Hours - 80% of the Journeyman's Wage Rate

5th 1000 Hours - 85 % of the Journeyman's Wage Rate
6th 1000 Hours - 95 % of the Journeyman's Wage Rate
After 6000 Hours - 100 % of the Journeyman's Wage Rate

The apprentice shall be paid his/her regular hourly rate for ACTUAL school attendance as recorded.

The apprentice shall also receive the annual improvement factor for 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 enter the program at the level determined by evaluation of their prior experience.

When an apprentice has completed the designated hours of training, he/she is to receive not less than the minimum rate of a skilled journeyman in that classification or trade to which he/she may be assigned after approval of his/her completion of training by the Joint Apprenticeship Committee.

Article 11 - Related Instruction and School Attendance

- (a) Each apprentice shall enrol and attend classes as instructed by the Joint Apprentice Committee.

Hours of schooling are counted as part of the total number of hours required in apprenticeship in each trade.

Each apprentice after enrolment in such classes shall be registered with the appropriate Board of Education as an apprentice student on forms furnished for this purpose.

- (b) Classroom instruction shall be as may be supplied in the appropriate trades by the appropriate Board of Education which shall be considered as part of this apprenticeship program.

Article 12 - Joint Apprenticeship Committee

There is hereby established a Joint Apprenticeship Committee as defined in Article 1. This Committee shall be composed of equal numbers not to exceed six (6), half of whom shall represent the Company and half of whom shall represent the Union. The Committee shall elect a Chairman and a Secretary.

The Committee shall meet once every two (2) months,

It shall be the duty of the Committee:

1. To see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept, as well as the benefits he/she will receive.
2. To accept or reject applicants for apprenticeship after the preliminary examination by the Personnel Department of the Company and the Supervisor of Apprentices, and to maintain a list of eligible applicants in the chronological order in accordance with their date of filing of application.
3. To place apprentices under agreement.
4. To hear and decide on all questions involving apprentices which relate to their apprenticeship once every two (2) months.
5. To determine whether the apprentice's scheduled wage increase shall be withheld in the event he/she is delinquent in his/her progress.
6. To offer constructive suggestions for the improvement of training on-the-job.
7. To certify the names of graduate apprentices to the Registration Agencies and recommend that a Certificate of Completion of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless approved by the Committee.
8. 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.

Article 13 - Supervision of Apprentices

Apprentices shall be under the general direction of a person charged with this responsibility by the Company and under the immediate direction of the foreman of the department to which they are assigned.

Each apprentice shall be moved from assignment to assignment in accordance with the predetermined schedule of work processes. No apprentice may be retained on any particular assignment for a period longer than that stipulated unless permission is granted by the Joint Apprenticeship Committee.

Adequate records shall be kept by someone designated by the Company who shall make such records available to the Joint Apprenticeship Committee on their approval or disapproval at least once every two (2) months.

The person charged with the responsibility of being in charge of the apprentice will, if he finds an apprentice shows lack of interest or does not have the ability to become a competent tradesman, place all the facts before the Joint Apprenticeship Committee for their decision. The Committee will then recommend the action it deems necessary, including continuation of probationary status, repeating of a specified process or series of processes or termination of the apprenticeship. If terminated, the Registration Agencies shall be advised along with the reason therefor.

Article 14 - Consultants

The Committee may request interested agencies or organizations to designate a representative to serve as a consultant. Consultants will be asked to participate without a vote in conference on special problems related to apprenticeship training which affect the agencies they represent.

Article 15 - Seniority

The apprentices will exercise their seniority in their own groups.

Upon satisfactory completion of the apprenticeship program, the apprentice will be given seniority equal to the time spent on course, as a journeyman.

Article 16 - 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 Secretary of the Committee and registered with the Registration Agencies and International Union, I.A.M. Every Apprenticeship Agreement entered into under these standards of apprenticeship, shall contain a clause making the standards part of the agreement with the same effect as if expressly written therein. For this reason every applicant (and his/her parent or guardian if he/she is a minor) shall be given an opportunity to read the standards before he/she signs the Apprenticeship Agreement. The following shall receive copies of the Apprentice Agreement.

1. The Apprentice
2. The Company
3. The Joint Apprentice Committee

4. The Registration Agencies
5. The Local Union

Article 17 - Certification of Completion of Apprenticeship

Upon completion of the apprenticeship under these apprenticeship standards, the Joint Apprenticeship Committee will recommend to the Industrial Training Branch, **Ontario** Ministry of Colleges and Universities, that a certificate signifying completion of the apprenticeship be issued to the apprentice. No certificates will be issued by the Industrial Training Branch, **Ontario** Ministry of Colleges and Universities, unless approved by the Joint Apprenticeship Committee.

Article 18 - Modification of Standards

These standards of apprenticeship may be **amended** or a new schedule added at any time on the approval of the Joint Apprenticeship Committee and final approval of the Company and the I. A. M.

The Registration Agencies and apprentices shall be given copies of such amendments.

Article 19 - General

Should any dispute arise which cannot be **satisfactorily settled** within the Joint Apprenticeship Committee either party may request the **Registration** Agencies to consider the matter for their recommendation which shall not be binding on either party.

APPENDIX 7

TECHNOLOGICAL CHANGE

In the event of introduction to the plant of equipment representing *new* technology, the Company will meet with the Union at least six (6) months in advance to discuss the following:

- (a) The effect upon the members of the bargaining unit.
- (b) The training and instruction of bargaining unit members necessary to perform the work.
- (c) The classifications necessary to cover the work required.

The Company shall provide the Union with full information regarding the proposed technological change.

Company decisions made pursuant to this Article shall be subject to the application of Article 28.00 herein.

APPENDIX 8

ADDICTION

Both parties of this Collective Agreement do hereby recognize the addiction to mind-controlling chemicals as one that *can* successfully be treated and controlled.

The parties of this Agreement therefore pledge their co-operation in the early identification, counselling, and subsequent treatment of any employee covered by this Agreement.

APPENDIX 9

GROUP INSURANCE

TERMS AND CONDITIONS OF THE GROUP COVERAGE

Section I - ELIGIBILITY OF EMPLOYEE—

Employees covered by this Collective Agreement are eligible after completion of one month of continuous service.

An employee whose service and insurance terminate by reason of lay-off, leave of absence, or separation from employment for any cause but who retains or has restored to him his seniority right\$ shall be eligible again for insurance hereunder upon the date of his return to work.

An employee whose service and insurance terminate for any reason other than

- (a) illness, or
- (b) injury, or
- (c) separation from employment which does not result in loss of seniority rights,

and who is re-employed shall, upon such re-employment be deemed to be a *new* employee.

Section II : COMMENCEMENT OF INSURANCE

An employee shall be insured from the date he becomes eligible, provided that an employee who is not actually at work on the date his insurance would otherwise commence shall not be insured in respect of himself or his dependents until he actually returns to work

An employee who has no dependents on the date he first becomes insured under this policy shall become insured for the benefits for dependents provided in Sections V, VI and VII on the date he acquires his first such dependent. It is specifically provided, however, that if the date on which the insurance in respect of an individual dependent would otherwise commence comes within a period during which the dependent is receiving regular medical treatment, such insurance shall not commence until the day following the termination of such period.

Section II : WEEKLY INDEMNITY INSURANCE FOR EMPLOYEES

A. Accident

If bodily injury not hereinafter excepted, resulting solely from an accident sustained by an employee while insured shall from the date of accident, directly and independently of all other causes, wholly and continuously disable the employee and prevent him from performing any and every duty pertaining to his occupation or employment, the Company will pay during the continuance of such disability a Weekly Indemnity in the amount of and for the period as set out in the Schedule of Benefits.

For each working day of any such period of disability for which Weekly Indemnity is payable and which is less than a full week, the Company will pay a one-fifth part of the amount of such Weekly Indemnity or one quarter of the amount for employees working ten hour shifts.

It is hereby provided that the word "week" as used herein shall mean a period of 5 working days or four working days for employees working ten hour shifts.

An employee shall not be insured for and no Weekly Indemnity shall be payable for any disability:

- (1) resulting from injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit;
- (2) for which the employee is not treated by a legally qualified physician;
- (3) resulting from intentionally self-inflicted injury, while sane or insane;
- (4) resulting from injury caused or contributed to by or resulting from war or any act incident thereto or engaging in a riot.

Successive periods of disability, unless separated by an interval of 7 calendar days or more of active employment, shall for the purposes of this insurance, be considered as one period of disability unless the employee shall have completely recovered from the injury causing the prior disability before commencement of the later disability or unless the later disability is due to causes wholly different from those of the prior disability.

Weekly Indemnity Benefits shall be reduced by any amount payable from The Canada or Quebec Pension Plan.

B. Illness

If mental or physical illness ~~not hereinafter excepted~~, directly and independently of all other **causes**, shall wholly and continuously disable the employee and prevent him from performing any and every duty pertaining to his occupation or employment, and if the disability **begins** while the employee is insured, the Company will pay during the continuance of such disability a Weekly Indemnity in the amount of and for the **period as** set out in the Schedule of Benefits.

For each **working** day of any such period of disability for which Weekly Indemnity is payable and which is less than a full week, the Company will pay a one-fifth part of the amount of such Weekly Indemnity, or one quarter of the amount for employees working ~~ten~~ hour shifts.

It is hereby provided that the word "week" as used herein shall mean a period of 5 working days or four working days for employees working ~~ten~~ hour shifts.

An employee shall not be insured for and no Weekly Indemnity shall be payable for any disability:

- (1) for which the employee is entitled to indemnity in accordance with the provisions of **any** workers compensation or similar law;
- (2) for any period during which the employee is not treated by a legally qualified physician;
- (3) resulting ~~from~~ illness caused or ~~contributed~~ to by or resulting from war or any act incident thereto or engaging in a riot.

It is further provided that no benefit shall be payable

(a) in respect of an employee entitled to **pregnancy** leave of absence in accordance with the Employment Standards Act, Ontario and Regulations thereunder or any provincial statute similar to said Employment Standards Act, Ontario.

(i) during any ~~period~~ of pregnancy leave ~~requested~~ by the employee or during any period the Employer may require the employee to commence pregnancy leave in accordance with the pregnancy ~~leave~~ provisions of ~~the~~ applicable ~~provincial~~ statute in force at the time, or

(ii) during **any period** the employee could ~~be~~ placed on pregnancy leave of absence in accordance ~~with~~ the pregnancy leave ~~provisions~~ of the applicable provincial statute in force at the time.

(b) in respect of **an** employee not entitled to pregnancy leave of absence in accordance with the Employment Standards Act Ontario and Regulations thereunder or any provincial statute similar to said Employment Standards Act, Ontario.

- (i) during any period the employee is on pregnancy leave of absence as defined herein, or
- (ii) during **any period** the employee could be placed on such pregnancy leave by the Employer.

For the purposes of this provision, pregnancy leave of absence is defined as that period of time

(A) which commences

- (1) on the date of leave of absence from work, or
- (2) eleven weeks before the week in which confinement is expected, whichever is later,

and

(B) which terminates

- (1) six weeks after the week of delivery, or
- (2) seventeen weeks after the first week for which maternity benefits are claimed and payable under Section 30 of the Unemployment Insurance Act of Canada, whichever is later.

It is further provided that no benefits shall be payable during any period of pregnancy leave of absence which is greater than the period provided for under (a) or (b) above if an employee is entitled to and **has** applied for such greater **period** of pregnancy leave of absence under any term of any contract of employment, **oral** or written, expressed or implied, which prevails over (a) or (b) above.

Payment shall not be made under both subsection A and subsection B in respect of any day of disability.

Successive periods of disability, unless separated by an interval of 7 calendar days or more of active employment shall, for **the** purposes of this insurance, be considered **as** one period of disability unless the employee shall have **completely** recovered from the illness causing the prior disability before commencement of **the** later disability or unless the later disability is due to **causes** wholly different from those **of** the prior disability.

Weekly Indemnity **Benefits** shall be reduced **by** any amount payable from The Canada or Quebec Pension Plan.

Schedule of Benefits - ~~Weekly~~ Indemnity Benefits for Employees

Effective January 1st, 1993

- Maximum U.I.C. Level of benefit for 1993 plus \$15.00 per week.

The sum of \$15.00 per week shall be added to the U.I.C. level of benefits for all weeks an employee receives Weekly Indemnity and for all weeks an employee receives U.I.C. benefit related to illness or injury for a maximum of 15 weeks, subject to the approval of the U.I.C. Commission.

These amendments shall be applicable to eligible employees on the effective dates stated herein.

Section IV - ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT INSURANCE FOR EMPLOYER'

If bodily injury effected solely through external, violent and accidental means shall be sustained by an employee while the employee is insured and shall result directly and independently of all other causes, within ninety-one days after the date of the accident, in any one of the losses set forth below, the Company will pay the amount set forth opposite such loss, but only one of the amounts, the largest so specified, will be paid for all injuries resulting from any one accident.

FOR LOSS OF

Life.....	The Principal Sum
Both Hands or Both Feet or Sight of Both Eyes.....	" " "
One Hand and One Foot,,.....	" " "
One Hand and Sight of One Eye.....	" " "
One Foot and Sight of One Eye.....	" " "
One Hand or One Foot.....	50% of Principal Sum
Sight of One Eye.....	" " "

Effective: 19/9/92	The Principal Sum shall be:	\$21,000.00
1/1/94		22,000.00
1/1/95		23,000.00

Loss shall mean, with regard to hands and feet, dismemberment by severance through or above the wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight beyond remedy by surgical or other means.

A benefit payable under this Section IV shall be in addition to any other benefits which may be payable under the policy. No indemnity shall be payable if the death or injury of the employee results directly or indirectly from or was in any manner or degree associated with or occasioned by;

- (1) suicide whether sane or insane;

- (2) the voluntary taking, administration or inhalation, of fumes, gas or poison while the employee is actually at work for the Employer;
- (3) the taking, administration or inhalation, voluntarily or otherwise of fumes, gas or poison, at any time other than while the employee is actually at work for the Employer;
- (4) committing, attempting or provoking an assault or criminal offence;
- (5) ptomaine or bacterial infection (except pyogenic infections which shall occur with and through an accidental cut or wound);
- (6) ~~war~~ or any act incident thereto;
- (7) engaging in a riot or insurrection;
- (8) any form of disease or illness or physical or mental infirmity, or predisposition to any of them;

injury or death of the employee occurring under any such circumstances being risks not assumed or insured against under this Section IV.

Section V - HOSPITAL EXPENSE INSURANCE FOR EMPLOYEES AND DEPENDENTS

A. Illness or Injury

If an employee or dependent of an employee shall, while the employee is insured, be confined in a hospital as a bed-patient for treatment and not primarily for **medical** investigation or diagnosis only, and if the employee shall incur expense in respect of such confinement, the Company will pay, subject to **the** proviso below, benefits equal to the actual charges made by the hospital for bed, board and routine nursing services as regularly provided by such hospital, but the Company will in no event make payment in respect of that part of any charge for bed, board and routine ~~nursing~~ services which exceeds

- (i) in the ~~case~~ of a hospital which is located in the Province of Ontario, the hospital's rate for semi-private accommodation if confinement is in a semi-private room or the hospital's rate for standard ward accommodation if confinement is in a standard ward, or the hospital's average rate for semi-private accommodation if confinement is in a private room.

- (ii) in the **Case** of a hospital which is not located in the Province of **Ontario**, the average per diem payment which the Company **would** have made had similar services been rendered by hospitals in the Province **of Ontario**.

In addition to any of the foregoing, the Company will pay the actual expense to the employee, up to but not exceeding \$20, in respect of any one period of disability, for **use** of a licensed ambulance to and from the **hospital**.

It is hereby specifically provided, however, that no payment shall be made for expenses incurred in respect of any day after the fifty-first day of any confinement resulting from tuberculosis, mental disorders, nervous disorders or chronic diseases or any combination of them regardless of the number of periods of confinement or the number **of** days in each period of confinement.

An employee shall not be insured under this Section V and no amount shall be payable for:

- (i) rest cures, blood or blood plasma;
- (ii) professional services of any physician, surgeon, dentist, anaesthetist, special nurse, nor the board of these, or the services of blood donors;
- (iii) hospitalization or payment therefor in respect of any injury, illness or condition which entitles the employees or dependent concerned to compensation or care or treatment in respect thereof under any worker's **compensation** act, or under any legislation relating to compensation for injuries or diseases arising in the course of employment or applicable to persons who have served in the armed forces, or to classes **of** persons given similar special protection;
- (iv) dental extractions and other dental procedures;
- (v) hospital confinement for cosmetic purposes;
- (vi) hospital confinement which is not recommended and approved by a physician or surgeon, or hospital confinement beyond the number **of** days during which the attending physician **or** surgeon is **of** the opinion that hospitalization **of** the character provided in such hospital is necessary;
- (vii) any **day of hospital** confinement **of an** employee after the date of termination **of** the employee's insurance under this policy, **or** any day **of** confinement **of a** dependent after the date **of** termination **of** the employee's insurance in respect **of** dependents under the policy;
- (viii) hospital confinement for which there would have been no cost to the employee or dependent except for the existence of insurance against such cost.

For the purpose of this subsection **A**, the term illness shall be deemed to include pregnancy or illness due in whole or in part to pregnancy,

B. Hospital Out-Patient Benefits

If **an** employee or dependent of **an** employee shall while the employee is insured, receive hospital out-patient services or treatment, the Company will pay the charges by the hospital for such services or supplies excluding any charges made for drugs.

Section VI - NURSING EXPENSE INSURANCE FOR EMPLOYEES AND DEPENDENT

If **an** employee or dependent shall require continuous exclusive attendance recommended and approved by a physician of a registered graduate nurse who is not a member of the employee's immediate family, the Company will pay in respect of any one period of disability the amount of the actual expense incurred by such employee for the fees of such nurse up to but not exceeding \$12.00 for each day of such attendance up to a maximum of 51 days during such disability.

It is to be understood that the benefits provided in this Section VI are payable in lieu of all hospital expense benefits provided under Section V hereof and that **no** benefits shall be payable under this Section VI for any **period of** disability in **respeCt** of which benefits are payable under Section V hereof.

For the purposes of this Section VI, successive **periods** of nursing attendance and/or hospital confinement unless separated **by an** interval of 3 months or more shall be considered **as** occurring during one period of disability.

An employee shall not be insured under this Section VI for and **no** amount shall be payable **for**

- (1) any **period** of disability resulting from **injury** sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit.
- (2) any period of disability resulting from illness for which the dependent is entitled to indemnity in accordance **with** the provisions of **any** workers' compensation or similar law.
- (3) any **period** of disability resulting from intentionally self-inflicted injury, while *sane* or insane.

- (4) any ~~period~~ of disability caused or contributed to by or resulting from war or any act incident thereto or engaging in a riot.
- (5) any day of nursing attendance of ~~an~~ employee after the date of termination of the employee's insurance under the policy, or any day of nursing attendance of a dependent after the date of termination of the employee's insurance in respect of dependents under the policy.

For the purposes of this Section VI, the term disability shall be deemed to include pregnancy or disability due in whole or in part to pregnancy.

Section VII • DRUG EXPENSE INSURANCE FOR EMPLOYEES AND DEPENDENTS

If ~~an~~ employee incurs expense for reasonable charges for necessary drugs

- (i) while insured in respect of the person ~~or~~ persons for whom the expense is incurred, and
- (ii) ~~as~~ a result of illness or injury
- (iii) when submitted within fifteen (15) months ~~from~~ date of purchase
- (iv) Insulin Injectors 100% of Cost to maximum of \$125.00
 Glucometers 50% of ~~Cost~~ to maximum of \$125.00
 Supplies for the above ~~as~~ required. Purchase of ~~In~~jectors and Glucometers shall be approved upon the written recommendation of a Medical Specialist only.

the Company shall pay in respect of all such expense incurred for all insured members of his/her family subject to a deductible of \$.35 for each prescription, From June 3, 1989 to May 31, 1995 inclusive, payment will be made by Share ~~Health~~ Network directly to the dispensing pharmacy.

In this section "drugs" means drugs which are:

- (1) ~~dispensed by~~ a licensed pharmacist ~~on~~ the written prescription of a physician or dispensed by a physician who operates a dispensary coincident with his medical practice, and
- (2) obtainable only on the written prescription of a physician.

An employee shall not be insured under this Section VII for and no benefits shall be payable for drugs in respect of any injury, illness ~~or~~ condition which entitled the employee or

dependent concerned to compensation or ~~care~~ or treatment in respect thereof under any workers' compensation act, or under **any** ~~legislation~~ relating to compensation for injuries or diseases **arising in** the course of employment ~~or~~ applicable to persons who have **served** in the ~~armed~~ forces, or to **classes** of persons given Similar special protection.

Section VIII - VISION CARE EXPENSE BENEFITS FOR EMPLOYEES & DEPENDENTS

Subject to the other provisions of this Section, If an employee or dependent incurs vision care expenses while the employee is covered under this Section in respect of the person for whom the expenses are incurred, the Employer shall pay 100% of the reasonable and customary charges necessarily incurred for spectacle lenses and frames or contact lenses selected in place of spectacle lenses and frames (including tinting, photograying and hardening of lenses), but not to exceed \$100.00 in each consecutive 24 month period, when prescribed by an ophthalmologist or optometrist and required

- (1) for an initial lens prescription or a change in a lens prescription, or
- (2) as a replacement for spectacles or contact lenses which have been lost, stolen or broken,

For reason of loss, broken or stolen spectacles or contact lenses, a period of at least three (3) years has elapsed since such person last made a claim for spectacle lenses and frames or contact lenses.

Definitions:-

- (1) "Ophthalmologist" means a doctor of medicine who is licensed to practice ophthalmology.
- (2) "Optometrist" means a person who by education and training is licensed
 - (a) to examine the eyes and related structures to determine the presence of visual defects, eye diseases and other abnormalities, and
 - (b) to prescribe and/or adapt lenses and other optical aids, or engages in visual training and remedial therapy when indicated, to preserve or restore maximum efficiency of vision.

An employee shall not be covered under this Section VIII for and no amount shall be payable for:

- (1) Services and supplies required by an employer as a condition of employment.
- (2) Services and supplies referred to in items (2) to (13) of Section VI of this plan entitled **SURGICAL, AND MEDICAL EXPENSE BENEFITS FOR EMPLOYEES AND DEPENDENTS.**
- (3) Artificial eyes, safety glasses or sunglasses.

Section IX - SPECIAL PROVISION

The amount of each benefit payable under the policy, shall be reduced by the value of any service provided in respect of such benefit under a government Health, Hospitalization or Medical plan in which the employee or dependent participates or is eligible to participate.

Section X - BENEFICIARY

An employee may in his application for insurance hereunder designate a beneficiary or beneficiaries. The interest of any legally designated beneficiary who shall die during the lifetime of such employee, shall in the absence of any statutory provisions as to the disposition thereof at maturity **and** if there be no other legally designated beneficiary thereof, vest in the employee insured. If there be no beneficiary designated at the time when any insurance shall be payable **as** a result of the death of the employee, then such insurance shall be payable to the executor or administrator of the employee insured.

Section XI - TERMINATION OF INSURANCE

The insurance of an employee shall terminate automatically on the date of termination of the policy, or if his service terminates prior to such date:

- (a) for any reason other than lay-off, death or absence due to injury or illness, on the last day of the calendar month coinciding with or next after the date of termination of his service, or
- (b) by reason of lay-off or death on the 31st day following the date of termination of service.

Section XII - DEFINITIONS

Wherever used in this policy:

- (a) "dependent" means
 - (1) the employee's spouse;
 - (2) any unmarried child
 - (i) under **21 years** of age, and
 - (ii) of any employee **who** is **21 years** of age or over and who is a registered student in full-time attendance at a university or similar institution of **learning**, who is chiefly dependent upon the employee for support and maintenance, **and** for whom the employee is entitled to an exemption for income ~~tax~~ purposes;
 - (3) any unmarried child **21 years** of age or over who is incapable of self-sustaining employment by reason of mental ~~retardation~~ or physical handicap, and

- (i) who was insured under this **policy** on **the** day immediately preceding his 21st birthday, and
- (ii) who is chiefly dependent upon the employee for support and maintenance;

but excludes any person who is insured under this policy **as an** employee.

The term "spouse" means

- (i) the person named **as** beneficiary in the employee's application for insurance if **the** relationship of such beneficiary to the employee has been indicated **as** "spouse", whether such person is **the** employee's legal spouse or his common-law spouse, or
- (ii) in the absence of such beneficiary designation, the person lawfully married to the employee, or
- (iii) in the absence of both (i) and (ii) above, a person of the opposite sex whose relationship is common-law spouse.

The term "common-law spouse" means a **person** who resides with the employee in a common-law relationship which shall be defined **as** a relationship wherein two persons of the opposite **sex** Cohabit **as** if husband and wife and whereby there is a mutual agreement between such **persons** that said relationship is a permanent relationship, exclusive of all other such **relationships**.

The term "child" **means**

- (i) any child of the employee and/or the employee's spouse, including any step-child, adopted child or foster child,
 - (ii) any natural child of an unmarried minor female dependent of an employee, and
 - (iii) **any** other child who resides with the employee and in respect of whom the employee **stands** in **the** position of a parent.
- (b) "hospital" **means** a public institution operated pursuant to law for the **care** and treatment **of** sick **and** injured persons, with
- (i) at least one doctor in residence or on call on **a** 24-hour basis;
 - (ii) **at** least 3 registered nurses on **duty** on **a** 24-hour basis;

- (iii) at least 10 hospital beds available in and intended for persons requiring hospitalization for a continuous period of at least 24 hours;
 - (iv) facilities for diagnosis, major surgery and regular and special dietary service.
- (c) "physician" means only a legally qualified Doctor of Medicine.
- (d) "service" means Active and full-time employment during which the employee earned salary or wages.

GENERAL PROVISIONS

Written notice of injury or of sickness upon which claim may be based must be given to the Company within twenty days of the date of the commencement of the first loss for which benefits arising out of each such injury or sickness may be claimed. In event of death immediate notice thereof must be given to the Company.

The Company upon receipt of the notice required by these provisions will furnish to the claimant such forms as are usually furnished by it for filing proof of loss. If such forms are not so furnished within fifteen days after the Company receives such notice, the claimant shall be deemed to have complied with the requirements of these provisions as to proof of loss upon submitting within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.

Affirmative proof of loss of time on account of disability for which claim is made must be furnished to the Company within ninety days after the termination of the period for which the claim is made. Affirmative proof of any other loss on which claim may be based must be furnished to the Company not later than ninety days after the date of such loss.

The Company shall have the right and opportunity to examine the person whose injury or sickness is the basis of claim when and so often as it may reasonably require during pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

5. Upon request of the insured employee and subject to due proof of loss the accrued weekly indemnity or hospital confinement benefits will be paid each week during any period for which the Company is liable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof satisfactory to the Company. All other benefits provided in this policy will be paid immediately after receipt of proof satisfactory to the Company.

6. ~~Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment.~~
7. Consent of an employee's beneficiary shall not be requisite to any change in the policy.

This Appendix 9 is a summary of the principal features of the Group Insurance Plan, but the group policy is the governing document. In the event of any variation between the information in this Appendix 9 and the provisions of the policy, the latter will prevail.

7. CONVERSION PRIVILEGE

When ~~the~~ insurance ~~on~~ the life of any employee insured under the group policy shall terminate by reason of such employee leaving the service of the Employer for any reason whatsoever, the insurer shall, ~~on~~ the written request of such employee within thirty-one days after his leaving the service of the Employer, issue a policy upon the life of such employee on any form of life or endowment insurance (excluding term insurance) ~~then~~ issued by the insurer, but without a total and permanent disability benefit or a double indemnity accident benefit. Such policy shall be for the same amount of insurance ~~as~~ the employee was insured for under the group policy at the time of said termination of employment, and the rate of premium shall be the rate charged by the insurer according to the table of rates ~~then~~ in use applicable to the class of risk to which such employee belongs ~~and~~ the attained age of such employee. No ~~medical~~ examination shall be required.

The ~~exercise~~ of the Conversion Privilege shall be in lieu of ~~all~~ other benefits under the group policy and the converted policy shall be issued on receipt of an application ~~on~~ the insurer's form during the lifetime of the employee and while the group policy is in force.

8. TOTAL AND PERMANENT DISABILITY BENEFIT

If due proof shall be furnished to the insurer that any employee insured under the group policy has while such insurance on such employee is in full force and effect, become wholly and permanently disabled by bodily injury or disease, and has been, is, and will ~~be~~ permanently, continuously and wholly prevented thereby from performing any work for compensation ~~or~~ profit, or from following any gainful occupation, the insurer will on receipt of such proof pay in full settlement of all obligations in connection with such employee under the group policy, the amount of insurance effective on his life at the date on which such disability commenced, in one sum or in instalments, as the Employer may elect. Payment to such employee or any person to whom the insurer may pay in the event of the death of such employee shall be a valid discharge of any amount payable on account of such total and ~~permanent~~ disability. No payment under this provision shall be made unless formal ~~claim~~ therefor shall be made while the group policy is in full force and effect ~~not~~ later than three months after the cessation of payment of premiums in respect of such employee.

Provided always that notwithstanding proof of disability may have been accepted by the insurer as satisfactory, the employee, if payment by instalments shall have ~~been~~ elected, shall ~~as~~ often as required furnish satisfactory proof of the continuance of such ~~disability~~. If the employee shall fail to furnish such proof, or if he shall ~~so~~ far recover ~~as~~ to be able to engage in any gainful occupation then no further instalments shall be paid but insurance ~~on~~ the life of such employee may be then revived under

the group policy but shall be limited in amount to the value of the instalments ~~then~~ remaining unpaid at three and one half per cent interest.

Without prejudice to any other cause of disability, the entire and irrecoverable loss of the sight of both eyes, or the total and permanent **loss** of use of both hands, or of both feet, or of one hand and one foot, shall be considered **as** total and permanent disability within the meaning hereof.

The employee shall not be covered for total and permanent disability during any **period** for which he/she receives or is eligible to receive Weekly Indemnity benefits under the group insurance program, Appendix 9 herein or Long Term Disability benefits, Appendix 11 herein.

The ~~Total~~ and Permanent Disability Benefit is alternative to and not in addition to the Death Benefit. Consequently if a claim shall have been admitted under the Disability Benefit, no payment shall be due on the subsequent death **of** the employee other than the value of any of the instalments not yet **paid**.

This Appendix 10 is a *summary* of the principal features **of** the Life Insurance Plan, but the group policy is the governing document. In the event of any variation between the information in this Appendix 10 and the provisions **of** the policy, the latter will prevail.

APPENDIX 11

LONG TERM DISABILITY INSURANCE (Effective 1/1/85)

Commencement and Duration of Benefits

First benefit is payable after

- 1) Weekly Indemnity and,
- 2) U.I.C. sickness and accident benefits have expired.

An employee will continue to receive L.T.D. payments for as long as his/her disability continues, for a period not exceeding 193 weeks.

L.T.D. benefits will be paid for the first two years following commencement of payments, if an employee is unable to perform his/her **regular** work. After two years, L.T.D. benefits will continue as long as disability prevents an employee from performing any work for which he/she is or can become reasonably suited by education, training or experience, but not beyond an employee's 65th birthday or early retirement date should an employee exercise this option.

Amount of Monthly L.T.D. Benefit

The plan will provide a monthly benefit, before co ordination with other income of \$550 per month and effective January 1, 1993 \$600.00 per month. Effective January 1, 1994 \$650.00 per month.

L.T.D. Insurance payments will be reduced by any amount payable from

- Workers Compensation or similar program
- other employers (excluding 50% of earnings during the first 24 months of rehabilitative employment)
- * any other government or company sources.

It is further provided that total income from all sources including L.T.D. benefit under this plan and rehabilitative employment income cannot exceed an employee's pre-disability income.

Rehabilitation Feature

As an incentive to encourage an employee to return to gainful employment, prior to full recovery after a total disability, certain work *may* be performed without forfeiting benefits under this program. This plan allows an employee to receive increased income in connection with work performed in an approved rehabilitation program. The L.T.D. Insurance *shall* be co-ordinated with only 50% of the earnings received during the first 24 months of rehabilitative employment provided an employee's total income during a rehabilitative program does not exceed his/her pre-disability income.

Other Benefit Provisions and Limitations

***To** qualify for L.T.D. benefits, **an** employee **need** not be confined to home, but must be under the continuous care and personal attendance of a physician (M.D.)

*This plan provides coverage for disability resulting from **an** accident or from sickness (except certain mental disorders). While the plan does cover absence from work due to psychosis (i.e. a serious mental disease or derangement) for which continuous treatment is received from a physician who is certified in psychiatry, it does not cover absence from work due to any other mental illness, such as psychoneurosis, emotional disorders, personality problems, behavioral disorders or ~~anxiety~~ anxiety reactions.

*This plan does not provide benefits for disability resulting from pregnancy, intentionally self-inflicted injury, war or injury sustained while working for another employer or while committing or attempting to commit an assault or crime.

Successive Disabilities

Successive absences from work are considered to be in the same period of disability unless separated by

- 1) six months of active full-time work or
- 2) one full month of work and due to wholly different causes.

Work performed under a rehabilitation program will not be considered in determining successive periods of disability.

Conversion Privilege

In the event of termination of employment, an employee may apply for an individual L.T.D. policy (one of the standard conversion policies offered by the insurer) without taking a medical examination. Application must be made within one month of the ex-employee commencing a new job and the new job must commence within six months of the date of his/her termination with the Company.

This Appendix 11 is a summary of the principal features of a plan which will be purchased from **an** insurer and which will be effective on January 1st, 1985 and which will be applicable to all employees actively at work on that date and shall specifically include employees receiving Weekly Indemnity benefits under the existing coverage provided by ~~the~~ Weekly Indemnity clause of the group insurance program described in Appendix 9 herein.

This Appendix 11 is a summary of the principal features of the plan, but the group policy shall be ~~the~~ the governing document. In the event of any variation between the information in this Appendix 11 and the provisions of this policy, the latter will prevail.

APPENDIX 12

CO-ORDINATION OF BENEFIT

Re: Weekly Indemnity, Long Term Disability and Life Insurance Programs.

- (a) Commencement of disability (W.I. Benefits) prior to an employee's 60th birthday. Such employees will if the disability is prolonged, qualify for benefits in the following sequence:

30 weeks W.I.
15 weeks U.I.C.
22 weeks W.I.
193 Weeks L.T.D.

If totally and permanently disabled at the end of this 5-year period, such employee would also qualify for T.D.B. benefits (Life Insurance Program).

Furthermore, during the 5-year period, the employee would be granted leave of absence and would therefore qualify for other Company paid benefits, i.e. O.H.I.P., Dental, Semi-Private coverage, Drugs, etc.

- (b) Commencement of disability (W.I. Benefits) subsequent to an employees 60th birthday.

If at the end of or during the combination period of W.I. Benefits/U.I. Benefit, an employee is pronounced by his medical authority as being Totally and Permanently Disabled, this employee shall make one of the following options which once made shall be irrevocable:

- (i) At the expiry date of the W.I. Benefit, the employee waives rights to claim L.T.D. Benefits and will be supplied with appropriate documentation to apply for Permanent Disability Benefit (Life Insurance). Upon approval of such application by the insurance company, such employees employment shall be terminated and all other benefits shall terminate at the end of the month in which employment is terminated. Exception: A qualified employee may apply to have Company non-contributory pension benefit paid on the basis of early retirement with the amount of the benefit reduced in accordance with the terms and conditions of the plan. An application for early retirement pension benefits subsequent to termination of employment following approval of a claim for Total & Permanent Disability shall not be construed to be early retirement as defined in Article 34:00 paragraph (b).

- (ii) At the expiry date **of the W.I.** benefit, the employee waives rights to the **Total** and Permanent Disability benefit (Life Insurance) **and** will then qualify for L.T.D. benefits during the duration of his/her disability **and** upon reaching retirement age shall **be** retired in the normal manner. **During** the **period** of disability **an** employee shall **be** granted leave of absence and shall qualify for benefits as described in Paragraph (a).

Prior to the completion of the waiver **document**, the employer **and** the Union shall jointly undertake to ensure that the employee is fully apprised of the condition that would apply following his/her decision.

Acceptance of benefits through the L.T.D. program shall not prevent **an** employee from making application for Disability Benefits, **if qualified**, from the I.A.M. Labour/Management Pension Plan.

WAIVER OF BENEFIT APPLICATION

I been advised by my attending physician, Dr. on (date) that I am Totally and Permanently Disabled, do hereby make application for the benefit indicated below:

- (a) I hereby waive rights to **L.T.D.** benefits which would otherwise be payable following the payment of Weekly Indemnity benefits and shall submit **an** application for Total and Permanent Disability Benefits (Life Insurance) in lieu thereof.

Witness Signed
Date.....

- (b) I hereby waive rights to **Total &** Permanent Disability benefits (Life Insurance) and submit a claim for Long Term Disability Benefits in lieu thereof:

Witness..... Signed.....
Date.....

I declare that I have been advised in detail of the benefits available to me **as** an employee of Hawker Siddeley Canada Inc., Orenda **Division** and understand that the election made above is irrevocable.

Witness..... Signed.....
Date.....

The attached "Proposal" is hereby accepted, this day **of** 19

LETTER OF CLARIFICATION

Ref: Job Descriptions 717T Collective Agreement September 10, 1992

- No employee's classification shall be changed to a classification of a lower rate, solely by reason of this agreement.
- In the event of a Layoff, seniority within each occupational group will determine the employees to be retained. **Layoffs** will be implemented beginning with the lowest seniority within the Occupational Group.
- In the event of a recall, employees with the most seniority within an Occupational Group will be recalled. Recall by classifications within an Occupational Group will no longer be valid.
- The Company recognize a committee to monitor and establish a training program that will qualify employees by these job description changes.
- The Committee to consist of:

Co-ordinator	Training Officer
Local 717T	Two (2) members
Management	Two (2) members
- That the Committee establish its own **parameters** with a mandate to complete the training over the life of this contract.
- That no employee be disciplined by virtue of not being capable of **learning** additional duties beyond the **scope** of his present job description.
- The conditions outlined in this agreement relating to lay offs and recall take precedence over the Articles dealing with lay offs **and** recall outlined in the Collective Agreement.
- The language will be reviewed and **amended** in the Collective Agreement so that the seniority, lay-off and recall clauses **reflect** the intent of this Sub-Committees Report on Job Descriptions. It is the intent of both parties to complete this review and agree on **the** amendments by December 1, 1992.

Date

J. Ball, Director of Human Resources

Wilson Bateman, President Local 717T

L. Lewis, Manager, Employee Relations

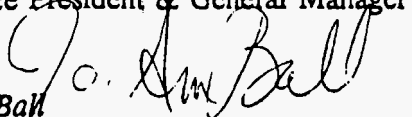
R. Toal, Chairman, Shop Committee


SIGNED at Mississauga in the Regional Municipality of Peel, in the Province of Ontario,
THIS 15 DAY OF SEPTEMBER 1993

FOR THE COMPANY

HAWKER SIDDELEY CANADA (ORENDA DIVISION)

R.J. Munro,
Vice President & General Manager


J. Ball
Director of Human Resources



L. Lewis
Manager, Employee Relations


FOR THE UNION

LODGE 717 TURBO, INTERNATIONAL ASSOCIATION
OF MACHINISTS & AEROSPACE WORKERS

W. Bateman, President Local 717T

R. Toal, Shop Committee Chairman 

I. Gregory 

K. Owers 

C. Cavasin 

FOR

District Lodge 717, International Association of Machinists and Aerospace
Workers

B. Short  99