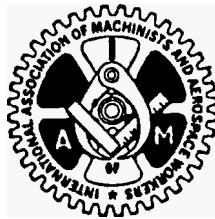


Agreement

Between



**Frontier Lodge
No. 171**

**International
Association
of Machinists
and Aerospace
Workers**

October, 1999

01914 (08)

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ALL HOURLY PAID EMPLOYEES

Union initiations or reinstatement fees will be deducted from employee's pay after he/she has been in the employ of the Company for a period of fifteen (15 days). Thereafter, weekly union dues will be automatically deducted from your pay, for the Union.

The Company agrees to change the amount of weekly union dues to be deducted upon receipt of notification in writing from the Union, signed by the President and Secretary/Treasurer.

The Undersigned hereby acknowledges receipt from Fleet Industries, of a copy of the current agreement between the Company and the Union.

I will read the Agreement and I will observe all requirements as conditions of my employment.

Signed _____

Clock No.

Date

COLLECTIVE AGREEMENT

BETWEEN

Fleet Industries Ltd., hereinafter called
"the Company" PARTY OF THE FIRST PART

AND

Frontier Lodge **171**, of the International
Association of Machinists and Aerospace
Workers, hereinafter called "the Union"
PARTY OF THE SECOND PART

WHEREAS a majority of the hourly paid employees of the Company have become members of the International Association of Machinists and Aerospace Workers, and desire the Union to represent them for the purpose of bargaining collectively with the Company, and the Company, having acknowledged the right of its employees to select a collective bargaining agency, is willing to bargain collectively with its employees through said Union.

Except where specifically stated to the contrary, the use in the Agreement of the masculine gender shall be considered to also include the feminine.

NOW THEREFORE THIS AGREEMENT WITNESSED:

Article 1 -PURPOSE

1.01 The purpose of this agreement is to promote a harmonious relationship between the Company and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement,

Article II - RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agency for all its employees engaged in shop operations under the rank of supervisor. This is not intended to include office or administrative staff, supervisor, persons above the rank of supervisor, engineering and plant securities staff.

2.02 The bargaining shall cover wages and working conditions and the means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

2.03 Work normally performed by members of the bargaining unit will not be performed by employees not in the bargaining unit except in specific instances:

a) for the instruction of employees;

b) in emergencies when regular employees are not immediately available and when such performance will not displace a member of the bargaining unit. When emergencies arise the supervisor responsible will be notified. He/she will call the employees capable of performing the work necessary to correct a situation. Information concerning the work performed will be provided to the Union by the Human Resources Department on request.

Article III - RIGHTS OF MANAGEMENT

3.01 The Union acknowledges that it is the exclusive function of the Management to efficiently operate its plants, and in the connection to:

- a)** Maintain order, discipline and efficiency.
- b)** Make, alter and enforce rules and regulations to be observed by the employees. Such rules and regulations should in no way be inconsistent with the terms of this Agreement or the normal rights of the employees. The effective date of such rules and regulations shall be established by the Company and shall become effective after the employees have had a reasonable chance to know their existence.
- c)** Hire, assign work, discharge, transfer, classify,

promote, demote or discipline employees, provided that these actions may always be the subject of a grievance and dealt with as hereinafter provided.

3.02 The Company agrees to supply each employee with a copy of *its* official rules and regulations concerning management and safety and any subsequent alterations or amendments.

3.03 The Company will supply the Union with a list of Managers, Supervisors and any other persons with authority and will indicate by appropriate job titles the nature and extent of their authority, and will keep the list up to date **at** all times.

Article IV- UNION DUES AND MEMBERSHIP

4.01 As a condition of entrance into the employ of the Company, each employee shall become and remain a member *of* the Union. The Company is not required to discharge an employee because of expulsion from the Union, providing such employee continues to pay Union dues.

4.02 a) The Company will deduct the initiation fee and the Union dues from each employee's pay.

b) The deductions shall commence on the

first full weekly pay and in each subsequent week of employment when the employee earns wages or vacation pay. The Company shall, immediately following the last deduction in each calendar month, forward the moneys so deducted to the Union along with a list of the employees for whom deductions were made, the amounts deducted for each employee, and the pay periods in which deductions were made.

c) The amount of annual Union dues deducted will be shown on each employee's T4 slip

4.03 It is agreed that when new employees are hired, notice shall be given to the Union before commencement of work.

4.04 An hourly paid employee of the Company shall not cease to be subject to the terms of this Agreement by reason of transfer to the salary payroll without change of the work on which he is employed.

Article V - STRIKES AND LOCKOUTS

5.01 Whereas this Agreement provides for the just settlement by Arbitration if necessary, of disputes of any nature whatsoever which may arise between the parties hereto, it is therefore agreed that during the life of this Agreement or while

negotiations for its amendment or renewal are in progress there shall be no strike, slow-down, stoppage of work, or other interference with production by the employees hereby covered, and the Company will not cause or direct any lock-out of its employees.

Article VI - COERCION AND INTIMIDATION

6.01 Both parties agree to abide by the terms of the Ontario Labour Relations Act, Ontario Human Rights Code and all other pertinent legislation. Any violation in regard to discrimination as prescribed in the pertinent legislation shall be dealt with first through the Grievance Procedure.

Article VII - PLANT COMMITTEE

7.01 The Company acknowledges the right of the Union to appoint or **otherwise** select a Plant Committee which shall administer the Agreement on behalf of the Union and shall negotiate any amendments or new Agreements. The Company shall recognize and bargain with the said **Committee** on any matter properly arising during the continuance of the Agreement.

7.02 The Plant Committee shall be composed

of five members elected from time to time.

- 7.03** The Union agrees to supply the Company with the names of the Chairperson and Members constituting the panel of the Plant Committee and the shop stewards and will keep such a list up to date at all times.
- 7.04** More than one shop steward will be recognized for each zone if it seems advisable to include day and night shift shop stewards from the same zone to consider grievances, the outcome of which might affect both shifts.
- 7.05** Time off for Union representatives would be as follows: Full time Chairperson paid by the Company and a total of sixty (60) hours per week for Plant Committee as long as there are five hundred (500) Lodge 171 employees and will drop by seven (7) hours for every fifty (50) less employees working. If shop stewards are called to the Union office by the Union Executive, their time shall be counted.
- 7.06** The Chairperson of the Union Bargaining Committee shall be known as a full time Plant Chairperson. He/she shall be on a full time basis for the purpose of administering the Agreement in cooperation with the

regular stewards and the committee persons. The Plant Chairperson shall be allowed access to and from the factory in the performance of his/her duties, and shall report to the Supervisor of any department it is found necessary to visit, state the reasons for doing so and secure verbal permission before entering. Permission requested under this article shall not be unreasonably refused. The Plant Chairperson will normally occupy the Union office with facilities, including desk, chair, inplant telephone and filing cabinet. The Plant Chairperson will be supplied with written information concerning new hires, surpluses, lay-offs, discharges, recalls, job classifications and forms involving transfer of employees.

The Chairperson of the Union Committee or, because of his/her unavailability another designated representative from the Plant Committee shall substitute for the Plant Chairperson should the need arise.

The Plant Chairperson or his/her designates time will be charged to the Human Resources Department and shall receive the rate of pay equal to the highest rate of pay in the bargaining unit and will

be paid the equivalent of forty (40) hours per week at straight time. When the Plant Chairperson ceases to hold office, he/she shall be returned, consistent with his/her seniority, to the classification and to the department in which he or she was employed at the time of his or her election as Plant Chairperson, or to a job classification embracing comparable job duties to that which he/she held prior to his/her election.

7.07 Before leaving his/her regular duties on behalf of the Company, a Committeeperson must obtain written permission of his/her Supervisor, make known his/her destination and again report to the Supervisor at the time of his/her return. He/she shall also report to the Supervisor of any department it is found necessary to visit, state the reasons for doing so if known (if not known report the reason after to the Supervisor) and secure permission before entering. Permission requested under this article shall not be unreasonably withheld. This pass shall be accepted for any part of the factory where Lodge 171 members are working.

7.08 Plant Committee meetings with

Management may be called by either Union or Management at any time it may be deemed necessary and any joint meetings will commence at any time mutually agreed upon, but not later than 2:00 p.m. in the afternoon of the day arranged for such meeting.

- 7.09** The Company agrees to furnish two rooms adjacent and/or close to one another for legitimate Union business providing it is used only during regular office working hours and is subject to the conditions of Article 7.07.
- 7.10** All members of the Plant Committee will be assigned day shift while they are members of the Plant Committee.
- 7.11** Shop stewards will be appointed by the Union on the basis of one steward for every one hundred (100) employees (with a minimum of five (5)) and their duties shall be to handle the first stage of the grievance procedure. The chief steward shall administer the agreement in the absence of the Plant Committee.
- 7.12** Members of the Plant Committee will observe the normal lunch period from 12:00 noon to 12:30 p.m. If the Company reinstitutes three (3) staggered lunch

periods, the following will apply. Members of the Plant Committee shall have their lunch period from 12:00p.m. to 12:30p.m.

- 7.13** On formal request from the Union, with at least fortyeight (48) hours notice provided, the Company, where practical, will grant excused time for the purpose of attending Union business, conferences or conventions. In all cases the Union agrees to mitigate the number of employees away at any given time. Except as hereafter specified, leave granted under this clause shall not exceed two (2) weeks at any one time, exceptions under this clause shall be dealt with on an individual basis. In granting such leave, the Company may require the Union to take into consideration its operational requirements. Such excused time shall be paid by the Company and reimbursed by the Union.
- 7.14** The Company (Human Resources Department) hereby agrees to supply to the Union, Lodge 171, with a complete mailing list of all employees covered by the Lodge 171 agreement up to two times per year upon written request of the Plant Chairperson stating a reason for the request for the information.

Article **VIII** - COMPLAINT AND
GRIEVANCE PROCEDURE

- 8.01** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is mutually understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust the complaint.
- 8.02** An employee having any cause for dissatisfaction may refer the matter directly to his/her immediate supervisor and be accompanied by the appropriate shop steward for a hearing of his/her complaint with his/her supervisor.
- 8.03** Failing satisfactory settlement of the complaint within two (2) working days or with any longer period which may be mutually agreed upon in writing, the matter may be deemed a grievance.

GRIEVANCE PROCEDURE:

- 8.04** A grievance of any employee, or a joint grievance of any group of employees, shall be submitted to the Company in the following manner, and each party to the grievance (Company, Union, and employee concerned) shall be shown a copy of the

grievance, at the completion of each stage
of the grievance procedure

STEP 1: The grievance of the employee or a group of employees shall be reduced in writing on a standard form to be supplied by the Union, in a form consistent with the grievance procedure, and signed by a member of the Plant Committee and the employee, and then be handed to the Supervisor. The Supervisor shall state his/her version of the grievance and render his/her decision in writing within the next twenty-four (24) hours.

STEP 2: If the decision of the Supervisor is not satisfactory to the employee or to the group of employees, the written grievance will then be referred to the Manager (or his/her designate). A step two grievance meeting shall be convened within three (3) working days of referral to step two, involving the employee, his/her committee person and the Manager (or his/her designate). A written reply shall be given at/or within two (2) working days of the step two meeting. The time limits may be extended by mutual agreement in writing.

STEP 3: If the decision of the Manager is not

satisfactory to the employee or the employees, then the Plant Committee will meet and discuss the grievance with the officials of the Company concerned within two (2) working days, or such longer time as may be mutually agreed upon in writing. At this meeting any full time or district representative of the Union may be present, if his/her presence is requested by either party. Any failure to call the meeting or attend it may result in reference of the grievance to Arbitration.

8.05 If the grievance is not settled to the satisfaction of the Union during the meeting or meetings, then a disposition will be made by the Company within a period of five (5) working days. The Union will then be given five (5) working days to consider the disposition. It is understood that either five (5) day period referred to above, may be extended by mutual agreement in writing.

8.06 If a satisfactory settlement is not reached, then at the request of the Union, the grievance may be referred to Arbitration. If Arbitration is to be invoked, the request for Arbitration must be made in writing within the ten (10) day period mentioned above or such longer period mutually

arranged at the time of writing.

8.07 It is understood that any Plant Committeeperson may process a grievance, not necessarily his/her own, relative to the violation of the Agreement, through the regular Grievance Procedure, but a grievance of this nature shall begin with Step 3 of the Grievance Procedure.

Article IX - ARBITRATION

9.01 Whenever either party desires to submit any grievance to Arbitration, written notice shall be given to the other party in a mutually acceptable form provided by the Company. Prior to any grievance being submitted to arbitration the parties may solicit the services of a GSO where practical and mutually acceptable. The matter shall be submitted forthwith to one of the arbitrators set out below commencing with the first grievance so referred on or after October 1 st, 1996 being submitted to the first named and each successive grievance so referred being submitted respectively to each of the following arbitrators until the twelfth successive grievance so referred is submitted to the last named arbitrator. The thirteenth and any

subsequent grievance will be referred in a similar sequence commencing with the first named arbitrator.

G. Brent	E. Palmer	H. D. Brown
M. Picher	R. Levinson	P. Picher
O. Gray	W. B. Rayner	R. L. Kennedy
J. Teplitsky	P. Knopf	R. Verity

9.02 The Arbitrator shall convene a hearing as soon as possible to hear the evidence and representation of both parties and shall render an oral decision as soon as possible to be followed by a written record of the decision within thirty (30) days of delivery of the written record.

9.03 The Arbitrator shall not have power to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu of any of the provisions of this Agreement, nor to render any decision inconsistent with the terms and provisions of this Agreement, nor to render any decision, the implementation of which would have the effect of altering, changing, substituting or being inconsistent with the terms of this Agreement or any provisions thereof except as provided by law or any Statute of Canada or the Province of Ontario or any regulations made thereby.

- 9.04** Each of the parties will bear half of the expenses of the Arbitrator and their own expenses.
- 9.05** No grievance shall be considered by the Arbitrator unless it has been properly carried through all previous steps of the Grievance Procedure.
- 9.06** At any stage of the Grievance Procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and reasonable arrangements will be made to permit the conferring parties to have access to the plant to view disputed operations and to confer with the necessary witnesses.

Article X - PROBATION

- 10.01 a)** An employee will be considered to be on probation and will not be placed on a seniority list until after he/she has worked for a total of sixty (60) regular scheduled working days (fall holidays shall be considered worked time) during a period of six (6) consecutive months. In the event of a layoff within a classification, probationary employees shall be laid off before any lay-off of permanent or regular employees. Seniority will date from the

first day that the employee commences work for the Company and will accumulate thereafter. Probationary employees shall have recourse to the Grievance Procedure in all matters except in the case of lay-off or discharge.

b) Summer students may be hired on or after May 1 st and will terminate by August 31st of any calendar year. All summer students will be classified as such by way of a prefix to the classification of the work they are performing. (i.e. Summer Student Metal Cleaner) It is not the intent to displace regular employees but rather to offer relief during the peak vacation period by utilizing these students. All other provisions of the Collective Agreement will apply. All summer student employment in Lodge 171 will cease prior to a layoff taking place under Article 12.

10.02 Each new employee shall be introduced to and interviewed in the presence of a designated Company official, to the Plant Chairperson or his/her designated representative before commencing work.

Article XI - SENIORITY

11.01 a) Each of the parties hereto recognizes

that employees are entitled to an equitable **measure of security based upon length of service**. In the event that two (2) or more employees possess the same seniority dates, the employee holding the lowest clock number shall be deemed to possess the highest seniority. An employee's seniority standing shall be consistent with his/her ability to perform the work available.

b) The Company and Union agree with the principle that, provided the employees concerned have the ability and the desire to do the work required, preference in promotion shall be given to those with the greatest seniority and that those with the least seniority shall be the first to be demoted or re-assigned. Employees are entitled to an equitable measure of security based upon length of service. Where ability and desire to perform the work available are equal seniority will govern.

11.02 Top seniority rights shall be accorded to all members of the Plant Committee, the Joint Health and Safety Committee Co-Chairperson and the following members of the executive of the Union: President, Vice President, Recording Secretary,

and Secretary-Treasurer, provided the aforementioned have served one year continuous employment with the Company, which shall mean that these employees shall be the last person who is removed from his/her classification during his/her term of office so long as he/she has the ability to perform the work available. Thereafter he/she will not be laid off during his/her term of office so long as full time work at his/her own or lower wage level is available which he/she has the ability to perform.

- 11.03** Seniority lists will be revised as often as necessary or on request of the Plant Committee, and will be posted in each unit so that they are available to the employees concerned at all times.
- 11.04** Seniority Rights will be lost if the employee:
- a)** Voluntarily leaves the employ of the Company;
 - b)** Is discharged and not reinstated pursuant to the provisions of the grievance procedure;
 - c)** Is laid off and fails to return to work or to notify the Company of any justifiable reason for not reporting within seven (7) calendar days after receiving notification in writing to report, providing the Company's

notification has been forwarded to the employee by registered mail addressed "To be accepted only by addressee" to the most recent address recorded on the employee's file in the Human Resources Office. It is the employee's responsibility to keep the Company's Human Resource Office aware of his/her latest address;

d) Has been granted a leave of absence and accepts other employment or fails to report to work at the expiration of his/her leave of absence.

11.05 All employees who are laid off will be retained on the Company's Seniority Lists according to the following schedule:

a) Employees having less than one (1) year's plant seniority (including temporary lay-offs) for the period equal to the number of months employed;

b) Employees having one (1) year or more plant seniority (including temporary lay-offs) but less than three (3) years-for one (1) year;

c) Employees having three (3) years or more plant seniority (including temporary lay-offs) but less than ten (10) years-for two (2) years;

d) Employees having ten (10) years or more plant seniority (including temporary lay-offs) but less than twenty (20) years-for three

(3) years;

e) Employees having twenty (20) years or more of plant seniority (including temporary lay-offs) - for four (4) years.

- 11.06** a) An employee transferred to a position outside the scope of Lodge 171 Agreement shall maintain plant seniority as a service record which will remain static as of the time of transfer. Seniority shall then be established in the office or staff as of length of service on staff. If transferred back to a position covered by Lodge 171 Agreement the employee will pick up the seniority that had remained static and will be credited with prior length of service in the plant.
- b)** Any member of Lodge 171 and 939 with static seniority can use it to apply for a job in accordance with article 15.01. Static seniority may be used if declared surplus or laid-off by the Company, but only then by displacing an employee with lesser seniority. Failure to exercise the right to return during lay off shall constitute abandonment to seniority rights in 171.
- c)** Any employee entering a non-union position will maintain static seniority for one year.

- 11.07** Seniority accumulated to the employee's credit prior to signing of this **Agreement** will remain credited to the employee concerned.
- 11.08** Employees within the scope of 171 Agreement who are transferred to the office and subsequently laid off from the office and do not return to the plant will be retained on the plant seniority list according to the following schedule:
- a) Employees having less than one (1) year's plant seniority (including temporary lay-offs) for the period equal to the number of months employed;
 - b)** Employees having one (1) year or more plant seniority (including temporary lay-offs) but less than three (3) years - for one (1) year;
 - c)** Employees having more than three (3) years plant seniority (including temporary lay-offs) but less than ten (10) years - for two (2) years;
 - d)** Employees having more than ten (10) years plant seniority (including temporary lay-offs) but less than twenty (20) years - for three (3) years;
 - e)** Employees having twenty (20) years or more of plant seniority (including temporary lay-offs) - for four (4) years.

11.09 Employees removed from the Company employment by a Selective Service Act or enlistment in the Armed Forces because of a national emergency, shall have all reasonable Seniority protection.

Article XII - LAY-OFF PROCEDURE

12.01 Should there be dislocation beyond the control of the Company, such as a serious equipment or machine break-down, non-availability of material or services of such nature as to bring about a temporary work stoppage, the employees concerned may receive a lay-off up to five (5) days without adherence to seniority except in regard to the affected work area. In such cases the provisions in Article 12.02 regarding notification of lay-off shall not apply.

12.02 a) In the event of a lay-off the affected employee shall be given notice in accordance with the following schedule:

- i)** Employees who have worked three (3) months or more but less than one (1) year are entitled to written notice of at least one (1) week.
- ii)** Employees who have worked at least one (1) year or more but less than three (3) years are entitled to written notice of at least

two (2) weeks.

- iii) Employees who have worked three (3) years or more are entitled to written notice of at least one (1) week for each year of employment, with a maximum required notice period of eight (8) weeks.**
- iv) In all cases of lay-off, the employee shall receive notice as described above. If such notice is not given, payment shall be made in lieu of notice, equal to each week of notice entitlement not given. Pay in lieu of notice, if applicable, will become payable after the employees have been laid off for a period of thirteen (13) weeks. The employees shall retain all recall rights in accordance with Article 11.05.**
- v) During the first thirteen (13) weeks of a layoff, benefits coverage, except income replacement benefits (W.I.) shall be maintained for affected employees. When a layoff becomes permanent, (at 13 weeks), benefits coverage will terminate.**
- b) The Company agrees to supply the Union Plant Committee with a complete written list of all the employees affected by such layoff three (3) days prior to a notice of layoff being given to the affected employees. The Chairperson of the Plant**

Committee (or designate member) will sit with the Human Resources Manager, or such other person as will be designated by the Company, to consider the layoff.

c) However, the above does not apply to employees whose lay-off is brought about by bumping in which case at least eight **(8)** hours notice of lay-off will be considered sufficient.

d) "LAYOFF POOL" - During times of layoffs, employees who are scheduled for layoff shall be designated to a layoff pool, which shall be the most junior employees in the plant. These employees during the length of their notice period shall be employed to perform work consistent with the requirements of the Company.

12.03 a) In the event of a lay-off, the Company agrees to conduct such lay-off on a seniority basis, providing that there are always available employees with seniority who have the ability to perform the work.

b) Where there appears to be no senior employees who have the ability to perform the necessary work, the Company may, in these cases, retain employees "out of seniority". However, the company will in all such cases

promptly submit the names of such employees to the Plant Committee. Employees in classifications where new equipment has been introduced shall not be laid off while junior employees are retained unless the senior employee has refused to accept training on the new equipment or through reasonable training has not acquired the skill to perform the necessary work.

- c) The Plant Committee may present arguments against such "out of seniority" retention and will then be given the opportunity of submitting the names of senior employees, who by reason of ability are qualified to efficiently perform the job.
- d) Individual employees, claiming the necessary ability (with reasonable substantiating evidence) may also contest the "out of seniority" retention, through the Plant Committee. An answer to an employee contesting a job shall be given within eight (8) hours where possible.
- e) The senior employee, as submitted by the Plant Committee, or as contested by the employee concerned, will be given at least ten (10) working days trial period in

which to prove his/her ability. The ten (10) days may be extended to twenty (20) days if the employee has indicated reasonable competence on the job.

During the trial period, there shall be a review with the Supervisor, Union representative and concerned employee to discuss and evaluate performance.

During this trial period, the contesting employee will be given all normal, reasonable instruction and cooperation by the Company and parties concerned.

f) Where ability is proven, the senior employee will be given the job, but if the employee does not have the ability, he/she will be laid off.

g) When a "notice of contest" is submitted on a job, as outlined above, the Plant Committee and the employee shall have the right to request that the Company describe the job and give the name of the employee performing the job. The job may then be contested.

12.04 Where an employee experiences repeated lay-offs of five (5) days or less, he/she shall have the right to request a permanent transfer as defined in Article 14.01.

- 12.05** The Company will notify the Union as far in advance as possible of any partial or total discontinuance of business which may result in the layoff of members of Lodge 171. Should a layoff result from a downturn in business, however caused, whether fortuitously, an unforeseen circumstance or an act of God, the Company will pay severance in accordance to the following: After an employee has worked for a period of five (5) years or more he/she shall be entitled to severance pay. Severance pay shall be paid at the rate of one (1) week's regular wages for a regular non-overtime work week multiplied by the sum of:
- a) the number of the employee's completed years of employment; and
 - b) the number of the employee's completed months of employment divided by twelve (12).
- The total amount of such severance pay shall not exceed twenty-six (26) weeks' regular wages for a regular non-overtime work week.
- 12.06** The Company agrees to notify the Union within three (3) days of the receipt of a Notice of Intention to enforce Security and will advise the Union

within ten (10) days of the Company's application for relief or protection under prevailing insolvency legislation including the Bankruptcy and Insolvency Act or the Companies Creditors Act.

12.07 All lay-offs will be posted on the Board after notice being given to the Union.

Article XIII - RECALL PROCEDURE

13.01 When calling back employees after a lay-off the reverse of the lay-off procedure will be followed in accordance with Article 11.01, the laid-off employee with the greatest amount of seniority shall be the first employee back to work. An employee recalled to a lower rated job than held when laid off may decline the job without loss of his/her seniority standing. Should such employee accept the lower rated job on recall, said employee will have the right to return to the same classification held at the time of lay-off when work is resumed in said classification.

13.02 The Company shall recall laid-off employees to work on a seniority basis according to Article 11.01. If the Company is unable to contact and obtain confirmation of the employee's intention

to return to work within seven (7) days, it may proceed to recall those employees next in line, at the same time notifying the Union of those employees by-passed. The Company's action shall be considered confirmed if no' protest is lodged within seven (7) working days. However, it is recognized that the by-passed employees shall not lose seniority rights by virtue of this action and shall be eligible to return to work on a seniority basis when a subsequent recall presents an opportunity to return.

- 13.03** An employee to be recalled on a temporary basis (which in no case will be longer than one month) may decline the job without **loss** of his/her seniority standing. It is agreed that the terms of employment set up when an employee accepts a temporary recall automatically completes the Company's obligation to notify the Union regarding a subsequent lay-off of this employee.
- 13.04** An employee recalled out of seniority for a **specified** job will not **be** retained if transferred out of that job, unless the senior employee has refused to accept training on the new equipment or through reasonable training

has not acquired the skill to perform the necessary work.

- 13.05** An employee recalled from a permanent layoff will be placed by the Company in accordance with his/her skills and abilities and may be reassigned as required for a period of sixteen (16) weeks after his/her date of return to work. During this sixteen (16) week period, recalled employees will not be eligible for consideration under Article 14.01 or 15 of the Collective Agreement unless subsequently placed on a layoff list.
- 13.06** The Plant Committee Chairperson will be informed in writing immediately of recalls.

Article XIV - TRANSFERS

- 14.01** Opportunities for movement within a department will be posted within the department and interested employees may request to be moved in order to fill any internal vacancies. The Company reserves the right to make the final determination of any manpower movement related to this clause.
- 14.02** In the event of a downturn in business, which results in the windup of a department, affected employee(s) will

be offered transfer opportunities starting with the most senior employee. The affected employee(s) will be given the choice to transfer to another department or classification where they have previous experience, or they are otherwise qualified to perform the available work. Employees shall remain assigned to the original department or classification until the employer determines the employee(s) can be released to the new assignment(s).

- 14.03** For all employees transferred from their department or classification the following will apply:
- i) Supervisors will notify Stewards in writing using the proper forms with all applicable information for transfers of more than one (1) day. Verbal notification will be given for less than a day.
 - ii) A transferred employee, once given the reason for the transfer, may request confirmation in writing. If the transfer is permanent the employee may request that a Plant Committee person review the reasons provided. Paperwork for transfers outside of Lodge 171 will be put into effect immediately.
- 14.04** Complaints arising from transfer must

be presented to the employee's supervisor within three (3) working days of receipt of transfer notice.

14.05 Transfer of Surplus Employees:

- a) When transferring employees from one classification to another due consideration shall be given to the employee's seniority. Employees declared surplus will be transferred as such.
- i) The Company shall declare the positions, which are surplus in the various classifications throughout the plant, along with the openings.
- ii) Surplus employees will be placed based on their past experience and skill as recorded on their record of employment where possible.
- iii) Complaints arising from transfer must be presented to the employee's supervisor within three (3) working days of receipt of transfer notice.
- iv) The bargaining unit chairperson in conjunction with the Human Resource Manager or such designate will sit within 24hour or as mutually agreed to discuss the merits of such complaints.
- v) Disputes that are not resolved may be subject to the grievance procedure for further consideration.

- vi) Employees who have been declared surplus shall only hold recall rights to the original position from which they were declared surplus in accordance with their seniority rights as defined in Article 11 and as published in the seniority list, Surplus employees will return, once work resumes, to their original classification, in accordance with Article 11, provided they have not lost their recall rights.
- vii) An employee will retain his/her rate of pay for twenty-six (26) weeks after transfer, if transferred to a lower rated job. Temporary recalls of less than three (3) days shall not increase the time period for rate retention.

- 14.06** Temporary Transfer of Employees:
The Company may temporarily assign employees to other work to avoid short layoff and/or recall, to fill vacancies created through the absence of an employee due to accident, sick leave, vacation or leave of absence, or to satisfy short term, urgent production requirements. Such reassignment will be for full or part days provided:
- i) That no employee shall be temporarily reassigned for more than thirty (30) working days in a six-month period to a

classification in which an employee is surplus and employed in another classification in the plant.

- ii) Temporary transfer may also be used and extended in the case of a transfer to fill a vacancy created through the absence of an employee due to accident or sick leave, as specified in this agreement. Surplus employees may be by-passed without **loss** of classification recall rights.
 - iii) Where the time limits agreed to per this Article are exhausted the classification will be considered as full time and the most senior employee surplus from this classification will be returned. If there are no surplus employees, the job will be posted in accordance with Article 15.
 - iv) Employees who are transferred under 14.06 shall return to their former classification, department and wage level at the completion of the transfer. Experience and knowledge attained by the employee while on temporary transfer shall not be taken into consideration if a more senior employee applies for any future posting.
- 14.07** Employees declared surplus under Article 14 shall be the first to return once work

resumes. This article shall not apply to employees returned from a permanent layoff.

- 14.08** No employee will be transferred to a position outside the bargaining unit without their consent. Any employee so transferred will retain their seniority while they are outside the bargaining unit. If transferred back, they shall be transferred in accordance with Article 11.06 and will begin to accumulate seniority.
- 14.09** When employees with surplus retention rights are bypassed as per temporary transfer Article 14.06 (ii) both the Supervisor and the Committeeperson of the area will mutually agree to ensure that the bypassed employee will be adequately compensated for any wage rate variance during the transfer period.
- 14.10** Any employee transferred to a lower rated job may prefer, without prejudice, to be laid off with his/her seniority maintained as defined in Article 11.05.

Article XV - JOB VACANCIES

- 15.01 a)** When a job is vacated by an employee due to death, resignation, increase in job establishment, successful application for

a job posting, retirement or discharge, or creation of a new classification in accordance with Article 26.04, the description of the job the employee was performing and the appropriate level the job will be classified will be posted on the bulletin boards for five (5) days. Applications will be received in the Human Resources Department and copies of the applications shall be supplied to the Plant Chairperson. The most senior qualified applicant will be awarded the job, will be informed immediately and will be transferred to it when the Company decides to fill the job. If the job is not filled, the successful candidate will retain rights to that position for one year. Any employee hired after October 1, 1999 shall have to demonstrate their skill and ability and where skill and ability are equal, seniority shall govern. Until the successful applicant is transferred and the job filled, no other job of that description and classification in that department will be posted. If there is a surplus in the area, the Company can fill the job temporarily in accordance with Article 14.06 (i).

b) No job posting will be required for a **classification or department where there is currently a surplus person out of that classification and department.** The surplus person shall be the first to be returned in accordance with their seniority. Once the surplus is taken care of and provided there are no employees returning from a layoff, if further requirements exist, the job will be posted.

15.02 a) New employees shall not be eligible to post for vacancies until they have a minimum of six (6) months seniority. Thereafter employees shall not be entitled to bid on a job if they have had two previous placements through job postings or interdepartmental transfers within the previous twelve (12) months.

b) Employees recalled from permanent layoff shall not be eligible to post for vacancies until they have worked a minimum of sixteen (16) weeks.

15.03 Job postings shall be limited to the original vacancy and three (3) subsequent vacancies created through the posting procedure.

Article XVI - DISCIPLINE

- 16.01** In the event that an employee feels that he/she has been unjustly discharged he/she shall present his/her grievance through the Plant Committee to the Company within five (5) working days after the employee has been notified of discharge. If, after investigation, an employee is found to have been discharged, suspended, laid off or otherwise unjustly dealt with, the Company shall reimburse him/her for the time lost in full with no loss of seniority rights. Notwithstanding the foregoing however, in the case of dismissal only, where the grievor establishes that there was not just cause for such dismissal the Arbitration Board may modify the dismissal in a just and equitable manner having regard to the circumstances.
- 16.02** Whenever an employee has been dismissed, he/she will be given an opportunity, if he/she so wishes, of privately interviewing his Committeeperson before he/she is required to leave the plant premises.
- 16.03** Whenever an employee is disciplined, a Union representative will be summoned to the meeting. The employee retains the right to refuse such representation if he/she so desires.

16.04 Temporary Absence Program - Any employee convicted of a crime unrelated to his/her workplace and who has been recommended for the Temporary Absence Program by a judge, will have one opportunity to participate in that program.

Article XVII - LEAVE OF ABSENCE

17.01 Leave of absence of up to five (5) working days will be granted to employees who have not missed more than forty (40) working hours, not including hours lost while collecting Workers' Compensation benefits or been late more than twelve (12) times during the preceding year. This leave shall be granted only once in each one year period and will be granted subject to work requirements and will be available to the most senior employee in a department in the event of two or more employees requesting such leave for the same period.

17.02 The Company will grant a retroactive leave of absence to an employee only when exceptional circumstances show that it was impossible for the employee to contact his/her Supervisor prior to or during his/her absence.

17.03 The Company will grant leave of absence to employees for legitimate reasons only,

which will not allow for the employee seeking employment elsewhere.

- 17.04** The Company may grant leave of absence to employees by reason of sickness. Merely an employee has an inadequate attendance record, the Company may request the employee to provide a doctor's certificate or other substantiating proof. This certificate shall consist of a physical demands checklist, an estimated return to work date and any work restrictions with a view to the Company providing modified work. The employee will be notified of this requirement in advance of the absences. Merely when the employee submits a doctor's certificate, a photocopy will be returned to the employee. Any costs associated with this request will be borne by the Company up to a maximum of \$25.00 and shall be reimbursed upon receipt of proof of payment.
- 17.05** a) Both parties agree that employees who suffer physical or mental impairment as a result of injury or illness of such nature that it prevents them from performing the work they could normally perform will receive the opportunity to be rehabilitated and/or accommodated, where possible, in order to perform meaningful work

consistent with their ability, experience and training, providing they do not thereby displace an employee with greater seniority.

- b)** An employee returning to work with modifications shall in all cases provide written certification from their physician to the Company medical department one week prior to their return to work if possible but not less than twenty four (24) hours in any case. This certification shall describe the condition and the restrictions that shall apply. The medical department shall notify the employee's Supervisor and the Human Resources department of the restrictions.
- c)** If the employee/s cannot be accommodated in their own department, the Human Resources department shall immediately notify the Plant Chairperson and the Company and Union will immediately attempt to return the employee to alternate work suitable to the employee's restrictions prioritized as follows:
 - 1)** the employee's department
 - 2)** the employee's classification
 - 3)** within the plant (in accordance with seniority) On return to work, consideration

will be given to modifications to the job, provisions of technical aids, retraining and/or reorganization of the work in question.

- d)** Where the Company refuses to return the employees to work by reasons of the medical findings of the Company Physician and the findings conflict with those of the employee's Physician, the employees will name the job, through the Plant Chairperson, they feel they are capable of performing. The employees will give permission by waiver for both the Union and the Company to discuss the conditions which affect the employee's return to work in order that a possible modification can be accommodated. Where such waiver is provided, the Company and Union will immediately meet and discuss the situation.
- e)** Where the employee's physician refuses to authorize the return to work of an employee for medical reasons and those reasons conflict with the Company physician, the employee will be asked to give permission by waiver for both the Company and Union to discuss the employee's work with the employee's

physician in order to create a work hardening program agreeable to all parties concerned.

f) Should an agreement not be reached, the Company and the Union agree that the medical findings of the Company's physician and the employee's physician shall be forwarded to a clinic or a third physician mutually agreeable to both parties for decision. The findings of the clinic or third physician shall be binding on the Company and the Union. The expenses of the clinic or physician shall be divided equally between the Company and the Union.

g) Any retroactive pay due the employee shall be limited to a period commencing with the date of filing of the grievance, or the date the employee became able to do a job to which he/she is entitled in line with his/her seniority, whichever is the latter.

17.06 Any member of the Union who is elected or appointed to a bona fide IAM position for which the IAM is the employer, or who is elected to and occupies a government position, shall be granted a leave of absence, provided the Company has had ample time to readjust

the workforce and substantiate the position. Leave under this clause will be granted one time only.

Government Elected Positions:

Seniority shall remain static for a period consistent with government election schedules or 5 years, at which point the individual's employment shall be deemed to be terminated by means of contract frustration.

IAM Positions:

Seniority shall remain static for a period equal to the length of employment before taking post with the IAM, at which point the individual's employment shall be deemed to be terminated by means of contract frustration.

Healthcare, vision, and dental benefits will continue for three (3) months for Canadian coverage after taking the position. Pension benefits shall be frozen at the levels immediately before the leave taking effect, which shall not allow for adjustment of that rate in the future.

MATERNITY LEAVE OF ABSENCE:

17.07 Employees with one (1) year or more seniority and on Maternity Leave will maintain all benefits and should the

employee fail to return to work when the **Leave has ended, said employee shall be** deemed to have resigned unless an extension has been mutually agreed to. Said extension may only be granted for up to six (6) weeks and with a physician's certificate.

Should an employee be unable, due to pregnancy, to continue with her regular job, Article 17.05 may be used until such time as she goes on Leave and upon returning to work she will return to her former classification and wage level. Once an employee has been deemed to have resigned, without having returned to work from this Maternity Leave, benefits paid while on this Leave will be reimbursed to the Company through monies left owing to the employee.

Article XVIII - BEREAVEMENT

18.01 a) In the event of an employee taking time off because of the death of a member of his/her immediate family (husband, wife, child, step-child, parent, brother, sister, and step-parent (provided the relationship of the latter was established while the employee was a dependent) a leave of

absence will be granted to a maximum of five (5) days during the period from the time of death. For the father-in-law, mother-in-law, son-in-law, daughter-in-law a leave of absence to a maximum of three (3) days during the period from the time of death to the day after the funeral inclusive will be granted to the bereaved employee. Such employee will be paid at his/her regular rate for time lost from work up to a maximum of three (3) days during the period from the time of death to the day after the funeral inclusive.

- b)** In the event of an employee taking time off because of the death of a member of his/her family (grandparent, grandchild, or step-grandparent (provided the relationship of the latter was established while the employee was a dependent) leave of absence will be granted to the bereaved employee. Such employee will be paid at his/her regular rate for time lost from work up to a maximum of one (1) working day on the day of the funeral.
- c)** In the event of an employee taking time off because of the death of a member of his/her family (brother-in-law, sister-in-law, step-brother or step-sister (providing the

relationship of the latter was established while the employee was a dependent) leave of absence will be granted to the bereaved employee. Such employee will be paid at his/her regular rate for time lost from work up to a maximum of one (1) working day on the day of the funeral.

d) In the event a death in the family occurs while an employee is on vacation, Christmas shutdown, summer shutdown or on a statutory holiday, the employee shall take the time directly following the holiday.

Article XIX - EMPLOYEE RECORDS

19.01 No derogatory notations placed against the record of an employee shall be used for the purpose of taking disciplinary action against him/her, unless a copy of such notation has been given to him/her within five (5) working days after the occurrence of the act.

19.02 The Company will furnish the Chairperson of the Plant Committee with copies of all derogatory statements, notices of lay-off or discharge, voluntary separation by employees, also all notices of hiring, recall and leaves of absence, at approximately the same time as they are given to the employee concerned.

19.03 In the event an employee is hired, transferred

or changed in rate, the employee shall receive an official notification in three (3) parts; one part to be signed by the employee and to be retained by the Company, one pari to the Union, the other part to be retained by the employee.

19.04 The obligation of the Company to notify the Union as in Articles 19.02 and 19.03 shall be discharged by providing the Plant Chairperson with a list of the daily transactions outlined in those Articles.

19.05 Derogatory notices for infractions will be removed from an employee's record after ~~six~~ (6) months and suspensions after one (1) year if the employee has had a discipline free record in the meantime.

Article XX - POSTING NOTICES

20.01 The Union shall have the right to post notices on the boards supplied for such purposes in the Plant, provided such notices have first been approved by officials designated by the Company.

20.02 A copy of all material posted by the Company on matters which are the direct concern of Local 171, I.A.M. and A.W. shall be sent to the Union Plant Committee Chairperson.

Article XXI - HOURS OF EMPLOYMENT

- 21.01** The normal working day shall be eight (8) hours: the normal work week shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour days, commencing with the start of the employees' shift on Monday.
- 21.02 a)** The day shift shall commence at 7:30 a.m. and terminate at 4:00 p.m. with an unpaid one-half hour break during shift for lunch. The evening shift shall commence at 4:00 p.m. and terminate at 12:30 a.m. with an unpaid one-half hour break during shift for lunch. These start and stop times may be changed by mutual agreement of the parties.
- b)** When individuals are required to work three rotating shifts the hours of work shall be 11:30 p.m. to 7:30 a.m., 7:30 a.m. to 3:30 p.m. and 3:30 p.m. to 11:30 p.m., with a twenty minute paid lunch period for each shift, **c)** It is recognized by both parties that only individual employees actually working a three shift rotation will be entitled to a paid lunch as per 21.02(b).
- 21.03** No employee shall be required to lay off in order to compensate for time he/she may have worked in excess of his/her regular assigned daily working hours.
- 21.04** In event of a double shift being

worked, the regular hours worked by a night shift employee shall not be less than the regular hours worked by a day shift employee in the same category. Changes of personnel from night to day shifts and vice versa shall take place every two (2) weeks where practical.

21.05 Consistent with work requirements the Company may, wherever necessary, assign employees to second and/or third shifts, provided that no employees will be required to work more than two weeks on second shift in case of a two shift operation or two weeks on each of the second and third shifts. In all cases where shifts are worked, the Company agrees to divide the work equally among the employees usually performing the work in the classification.

21.06 Whenever the Company requests an employee to change shifts, the employee shall have five (5) working days notice before the change, except in the event of an emergency.

21.07 It is agreed by both parties that a Weekend Worker requirement may be required in the future to sustain continuous production and satisfy

customer requirements. It is agreed that **on Management's request, or at the** request of the Union, both parties will mutually agree to institute a Weekend Worker project and that the following guidelines shall apply. Prior to any implementation of the Weekend Worker, both parties will sit to discuss: personnel to be affected, the department where the requirement exists, duration and any other unforeseen conditions.

- 1) For the purpose of this agreement, each Saturday and Sunday shift worked shall be equivalent to two and one half days worked and will hereinafter be referred to **as** the weekend shifts. For accounting purposes only, a work week shall be Saturday to Friday inclusive for the employees affected.
- 2) SELECTION OF EMPLOYEES: Employees shall be selected in accordance with Article 11 seniority, preference being given first to the most senior employees in the affected areas. Upon completion of the agreed to time limits, employees employed as Weekend Workers will return by seniority to the hours of work as defined in Article 21 and will remain in the

same classification, **job** level and department, unless their seniority prevents them from doing **so**.

- 3) **HOURS OF WORK:** First shift will commence at 12:01 a.m. Saturday morning to 12:00 p.m. (noon) Saturday, and 12:01 a.m. Sunday morning to 12:00 p.m. (noon) Sunday, with two (2) twenty (20) minute paid lunch breaks commencing at 4:00 a.m. to 4:20 a.m. and again at 8:00 a.m. to 8:20 a.m. Second shift will commence at 12:01 p.m. (noon) Saturday to 12:00 a.m. (midnight) Saturday and 12:01 p.m. (noon) Sunday to 12:00 a.m. (midnight) Sunday with two (2) twenty (20) minute paid lunch breaks commencing at 4:00 p.m. to 4:20 p.m. and again at 8:00 p.m. to 8:20 p.m. Refreshment privileges will be provided as per Article 28.05 of the Collective Agreement, for both shifts.
- 4) **WAGES:** Each 12 hour shift will equal two and one-half working days at the appropriate rates spelled out in the Collective Agreement.
- 5) **OVERTIME:** Overtime by the Weekend Worker will not be permitted.
- 6) **PENSIONS:** Pension contributions will be

consistent with the terms of the Collective Agreement. Service credits will be calculated on the basis of hours paid instead of hours worked.

- 7) BENEFITS: All provisions of Clause VII shall apply to employees who are working the Weekend Shifts except for the following:
 - a) In the event of a Weekly Indemnity claim, the benefit will equal that of the established 40 hour work week.
 - b) Employees on Weekly Indemnity will return to the regular shift.
- 8) BEREAVEMENT Bereavement shall be administered per Article XVIII.
- 9) STATUTORY HOLIDAYS: For employees working the weekend shift and a statutory holiday falls officially on Monday or Friday, they will be entitled to observe that statutory holiday after the completion of the agreed to Weekend Worker shift. The statutory holiday must be observed within two months of completion of this program.
- IO) HEALTHAND SAFETY If there is a requirement for a Health and Safety representative, the Chairperson of the Safety Committee shall be called for this

representation.

- 11) UNION REPRESENTATION: If there is a requirement for Union representation, the Chairperson of the Plant Committee shall be contacted. If it is necessary for the Chairperson to come into work, the hours spent will be included in his/her required forty hour work week.
- 12) ATTENDANCE: Due to the limited amount of workers on the Weekend Worker shift, it is important to have a commitment to full attendance. If there is an attendance problem, both parties agree to remove the affected employee off of the Weekend Worker shift and be placed on the regular shifts in accordance with the Collective Agreement. Passouts and lates will be calculated at one and two thirds the regular hourly rate.

It is also agreed that either party may cancel this program at any time within five (5) days written notice. It may be necessary to amend this Article during the program, if some unknown situation arises, and both parties agree to address any concerns in the most expeditious fashion.

Article XXII - OVERTIME

For the purpose of calculating Overtime, overtime premiums will only be paid upon completion of a 40 hour work week (bereavement and vacation shall be included as time worked). Overtime opportunities will be given first to employees normally performing the work, after which opportunities will be offered to those who can perform the work.

22.01 For authorized overtime outside of regular scheduled shift hours, time and one-half shall be paid for four (4) hours of overtime or less and at double time thereafter until there is a break of not less than eight (8) consecutive hours.

- a) For authorized overtime outside of the regularly scheduled forty- (40) hour workweek, time and one-half shall be paid.
- b) For overtime extending a work day beyond twelve consecutive hours, double time shall be paid until there is a break of not less than eight (8) consecutive hours.
- c) For hours worked on Sunday outside the normal forty- (40) hour workweek, double time shall be paid.
- d) Overtime will be awarded from the sign up sheets in the following manner. Overtime

will be assigned to an individual on the basis of who has worked the least amount of overtime in the previous two months. The order of assignment will be:

- i)** To the employees who are presently performing the work.
- ii)** To employees in the department with program specific knowledge.
- iii)** To any employee within the company with program specific skills (Sign up not required).

22.02 An employee required to work on New Year's Day, the third Monday in February, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day or on a regular working day between 12:00 noon the day before Christmas to and including New Year's Day will be paid time and one-half in addition to his/her regular holiday pay.

22.03 a) An employee who has completed his/her regular shift and has clocked out and is then recalled to work extra time shall receive a minimum of four (4) hours pay at overtime rates. If an employee is required to work overtime, one (1) hour's notice before quitting time is to be given.

b) The parties recognize the need to limit

and therefore minimize the Company's incurred costs related to A.O.G. call-in requirements.

- 22.04** It is agreed that any employee may refuse overtime work on presentation of personal reasons but it is acknowledged that it is the right of the Company to schedule overtime as its affairs require and the moral obligation of the employee to perform that overtime work. Overtime will normally be voluntary except in an emergency.
- 22.05** There will be a fifteen (15) minute unpaid break prior to overtime commencing after any eight (8) hour work day.
- 22.06** Information on overtime worked will be supplied to the Union by the Human Resources Department on request.
- 22.07** Overtime requirements for the upcoming week will be posted by the Company by the close of business each Thursday or as required. Employees shall identify themselves for overtime opportunities by Friday 2:00 p.m. on overtime sign up forms centrally located in the area.

Article XXIII - TRAVELING EXPENSES

23.01 An employee required to work elsewhere than at the plant or its vicinity shall be paid straight time up to eight (8) hours in any twenty-four (24) hour period for traveling to and from the work assigned, on a regular working day. On Saturday, Sunday or holiday, the employee shall be paid time and one-half up to eight (8) hours for traveling.

23.02 An employee required to be absent overnight shall also receive a living allowance of thirty-five dollars (\$35.00) per day, in addition to his/her room rental and any other necessary expenses in connection with the work. The Company will allow as a chargeable expense the amount necessary to purchase \$25,000.00 of Flight Insurance. When an employee is required to travel in Europe he/she will be reimbursed up to a maximum of thirty dollars (\$30.00) per day living allowance on production of receipts.

Article XXIV - STATUTORY HOLIDAYS

24.01 a) The following statutory holidays will be observed and an employee shall be paid at his/her regular rate for time not worked on:

Holiday	1999	2000	2001	2002
Heritage Day		Mon Feb 19	Mon Feb 21	Mon Feb 18
Good Friday		Fri Apr 13	Fri Apr 21	Fri Mar 29
Victoria Day		Mon May 21	Mon May 22	Mon May 20
Canada Day		Mon July 2	Mon July 3	Mon July 1
Civic Holiday		Mon Aug 6	Mon Aug 7	Mon Aug 5
Labour Day		Mon Sept 3	Mon Sept 4	Mon Sept 2
Thanksgiving	Mon Oct 11	Mon Oct 8	Mon Oct 9	
Christmas (1 1/2 D)	Fri Dec 24	Mon Dec 24	Fri Dec 22	
	Mon Dec 27	Tues Dec 25	Mon Dec 25	
	Tues Dec 28	Wed Dec 26	Tues Dec 26	
	Wed Dec 29	Thurs Dec 27	Wed Dec 27	
	Thurs Dec 30	Fri Dec 28	Thurs Dec 28	
	Fr Dec 31	Mon Dec 31	Fri Dec 29	
	Mon Jan 3/00	Tues Jan 1/02	Mon Jan 1/01	

and during the Christmas holidays as defined above, or alternately, any ordinary working days declared by statute or decree to be observed as any one of such holidays. This means, for example, if the day on which they fall, or alternately a substitute working day shall be declared as a paid holiday, such day being the nearest working day following the holiday. In the event a new statutory holiday is declared, the Company will pay for the holiday.

b) If a statutory holiday occurs while an

employee is on Weekly Indemnity, the difference between the weekly indemnity payment and the employee's daily wage will be calculated and the employee will be paid this amount upon his/her return to work.

c) On the last working day prior to Christmas, all employees will be required to work only four (4) hours at their straight time hourly rate as per a shift schedule to be posted in accordance with Article 21.06.

d) Any employee working up to and including December 17th, would be paid for Christmas shutdown.

24.02 It is agreed that absenteeism on the working day before a holiday or the working day after the holiday shall be treated the same as absenteeism on any working day and undue absenteeism may be the cause of Company imposed discipline at any time.

Article XXV - ANNUAL VACATION

25.01 a) An employee with less than one (1) year's seniority shall be given one (1) week's vacation and shall receive 4% of his/her previous year's earnings as vacation pay and may not be required or entitled to work if the plant is closed down additional weeks to complete the vacation period.

- b)** An employee with one (1) year's seniority or more shall be given two (2) weeks vacation each year and shall receive 4% of his/her previous year's earnings as vacation pay.
 - c)** An employee with five (5) year's seniority or more shall be given three (3) weeks vacation each year and shall receive 6% of his/her previous year's earnings as vacation pay.
 - d)** An employee with twelve (12) years seniority or more shall be given four (4) weeks vacation each year and shall receive 8% of his/her previous years earnings as vacation pay.
 - e)** An employee with twenty (20) years seniority or more shall be given five (5) weeks vacation each year and shall receive 10% of his/her previous year's earnings as vacation pay.
 - f)** An employee with twenty-seven (27) years seniority or more shall be given six (6) weeks vacation each year and shall receive 12% of his/her previous year's earnings as vacation pay.
- 25.02** For the purpose of computing vacation pay, the year shall be considered as from July 1st to June 30th of the year next

following, and his/her previous earnings shall mean all monies received by the employee as compensation for work performed, including any bonuses, overtime, vacation and statutory holiday pay.

- 25.03** In all respects the Company's vacation plan will equal or exceed provisions set forth in Government Regulations.
- 25.04** a) Employees experiencing loss of time due to sickness or accident for periods in excess of three (3) consecutive days at any one time for a maximum total of thirty-nine (39) weeks shall receive vacation payment credit for such lost time at the rate of 4% or 6% or 8% or 10% or 12% (whichever is applicable) for each full week absent. It is understood that this additional credit will be given only under circumstances in each period whereby the employee is receiving benefits under the Workplace Safety and insurance Act or whose position at the plant would allow application for eligibility to receive benefits under the Company's Sickness and Accident insurance Plan, excluding Long Term Disability.
- b) Employees experiencing loss of time under circumstances whereby the employee is

receiving benefits under the Workplace Safety and Insurance Act shall receive vacation payment credits as calculated on a maximum total of fifty-two (52) weeks or as legislated, whichever is greater.

25.05 Vacation pay shall not be paid for vacations not taken, except when an employee leaves the service of the Company or is discharged. He/she shall then receive his/her appropriate vacation entitlement in accordance with the Collective Agreement.

25.06 a) The Company shall by March 1st designate a period for plant shutdown between July 1st and August 31st during which vacations shall be taken, provided that, if the Company's obligations will not permit such a shutdown, either a new period shall be designated, or vacations shall be taken on a staggered basis.

b) If, by February 1st, the Company does not feel they are able to meet the March 1st deadline indicated in 25.06 (a) they will notify the Union and the revised date for designating the shutdown period will be April 1st.

25.07 Vacation entitlements must be scheduled by May 30 for the year following. Vacation requests will be granted based on

seniority and production requirements. It is recognized that circumstances may require an employee to request a change to his/her vacation schedule. The company will make every effort to accommodate this request providing production requirements allow.

25.08 If a statutory holiday occurs during an employee's vacation, it will not be counted as part of his/her vacation, and instead the employee will receive an extra day to enjoy the statutory holiday.

25.09 Employees shall have the option to receive vacation pay either at the time of lay-off or 13 weeks after the lay off taking effect, provided the vacation has been scheduled prior to notification of the lay off.

25.10 Vacation credits may not be accumulated from vacation year to vacation year. Vacation credits remaining after the application of 25.06 shall, in accordance with 25.07, be taken during the period of July 1st and June 30th of the following year.

**Article XXVI -WAGES AND
JOB CLASSIFICATIONS**

26.01 a) Wage schedules of the various job classifications and occupations of the

Company are set forth in the Appendix to this Agreement.

b) Job classifications as set out in the appendix of this agreement shall not be changed, amended or deleted, without the agreement of both parties. This is with the understanding that the definitions may not necessarily describe in detail all the tasks or duties normally performed in this classification.

26.02 a) Wages due shall be paid each Thursday one week in arrears by cheque, before the completion of the employees shift, payable at par at any Canadian chartered bank. A statement of total earnings and deductions shall be given with all wage payments, including payment for annual vacations. This Union agrees to co-operate with management in seeing that this privilege is not abused. Wages will be paid on the working day before the Christmas shutdown, or when Friday is a Bank Holiday on the preceding Wednesday.

b) Employees shall receive all monies owed at the commencement of Long Term Disability Benefits.

26.03 Wages due to laid off employees shall be paid as follows:

- a) Mailed by cheque to the employee's home address before the succeeding payday;
 - b) Employees off work because of illness or accident shall receive, upon request, all monies due by mailed cheque at regular pay periods;
 - c) An employee quitting after giving one (1) week's notice shall receive all monies due at time of separation;
 - d) The amount of Union dues deducted will be included on the T4 slips.
- 26.04** If a new job classification within the bargaining unit is required by the Company, the Company agrees to notify the Union of the new classification and the job level to which it has been assigned. If within fifteen (15) days following notification the Union has not challenged the introduction of the job classification and/or the assigned job level, then both shall be deemed acceptable to the Union. Should the Union lodge an appeal in writing to the Company and an agreement is not reached between the two parties the Union may proceed to arbitration, via Step 3 of the grievance procedure, and the arbitrators shall decide the matter on the basis that the rate and

classification in question be comparable to the level of difficulty in existing job levels and classifications. No member of Lodge 171 shall be a licensed D.O.T. Inspector.

Article XXVII - BONUSES

- 27.01** The Company recognizes employee's problems in obtaining transportation in overtime work periods due to lack of regularly scheduled public service and agrees to pay expenses for such transportation providing:
- a)** The employee has obtained prior approval of his/her Supervisor regarding the method of transportation to be used and the expense to be borne by the Company.
 - b)** The employee within one (1) working day submits and obtains approval of the expense by his/her Supervisor;
 - c)** The Company has the right within reasonable limits to organize shared rides for the purpose of minimizing expense.
 - d)** The Company shall be obliged to pay only legitimate out-of-pocket expenses for those not driving their own cars and to pay car owners at the rate (currently 27 cents per KM) fixed for employees using their cars on general Company business

on the understanding that the Company in paying the car owner, is not obliged to pay any expenses to passengers.

e) This privilege may be revoked by the Company at any time for those covered by a regularly scheduled public transportation system.

27.02 a) An employee working the afternoon shift shall receive a bonus of sixty (60) cents per hour above the scheduled rate of pay of an employee in the same category on the day shift.

b) An employee working the night shift shall receive a bonus of ninety (90) cents per hour above the scheduled rate of pay of an employee in the same category on the day shift.

27.03 In the event of an employee being called for Jury Duty, he/she shall be granted leave of absence and shall be paid the difference between his/her normal pay and the amount received as a Juror (minus his/her actual out-of-pocket expenses). It is understood that if an employee is not required as a Juror during the whole of his/her working day, the employee shall, if on the day shift, return to the plant to complete his/her normal day

of work. Night shift does not have to report,
27.04 Nothing in this Agreement shall preclude the incorporation of a production bonus or incentive bonus scheme mutually agreeable to both parties into this Contract, at any time during its life.

27.05 Provided approval is obtained in advance, employees will be reimbursed 100 per cent of the cost of tuition fees on production of suitable proof of successful completion of a course deemed by the Company to be of direct benefit to the employee's work.

27.06 After an initial qualifying period of two (2) continuous years of service in any of the following classifications:

Carpenter (Maintenance)	Electrician (Maintenance)
Machinist	Millwright
Welder (Maintenance)	Plumber
Stationary Engineer	Tool Techniaan

an employee shall be entitled to a tool allowance of \$100.00 annually. Thereafter, eligibility on a yearly basis shall require an employee in the above classification to be working in the classification at the time of purchase of tools. Claims for tools shall

be submitted after the purchase and paid by the Company on a yearly basis at the time of submission. The qualifying period for tools shall be from July 1 to June 30.

Article XXVIII - SAFETY PRECAUTIONS

- 28.01 a)** The Company agrees to continue to furnish healthful working conditions at all times and to provide adequate and modern devices with regard to safety, health, protection and sanitation. Whatever machinery and equipment the Company furnishes will meet with the required legal standard of safety, health, protection and sanitation, as required for any relevant statute or regulations of the Dominion of Canada or Province of Ontario. Any recommendations or complaints under this provision will be the subject of negotiations under the procedure provided for in this Agreement. The Union agrees that it will endeavor to have its members observe all safety rules. Safety complaints will be rectified within one (1) month where possible.
- b)** The Company will supply the Safety Committee with a list of all chemicals used in the plant and a copy of their

chemical data sheets.

- c) Volunteer firemen will be paid for attending fires in the community on Company time provided they are structural fires and volunteers are summoned by the Fire Chief and/or his/her designate.
- d) It is agreed that the safety person in the area will be notified of any accidents occurring that the company nurse requests an accident report on, or an accident that is likely to repeat and may injure any worker, or an accident that causes lost time.
- e) The employer agrees to supply the Union with a copy of the Workers' Compensation Board's Form 7 (Employer's Report of Accidental Injury or Industrial Disease) prior to it being sent to the Board. The Union shall be given opportunity to meet with the Employer to discuss any errors or omissions found in the Form 7.

28.02 a) The Union has the right to one (1) representative on the Safety Committee for ~~each~~ one hundred (1 00) plant employees and one (1) of those worker representatives will be elected as the Joint Health and Safety Committee Co-Chairperson. This Co-Chairperson will be assigned day shift

while he/she holds this position.

b) The joint health and safety committee will be made up of workers representatives and up to an equal number of management's representatives. The committee will meet once a month where possible to discuss any safety related concerns or proposals.

c) It is agreed that there will be a physical inspection of the plant once a month with a management safety representative and a union safety representative from the joint health and safety committee, where practicable the area Supervisor and the area workers safety representative.

28.03 a) The Company will provide protective clothing or equipment for jobs which, due to their abnormal nature, indicate the need for such special protective clothing or equipment.

b) The Company will pay/reimburse the cost of safety shoes once every 12 months up to a maximum of \$90.00 dollars (plus applicable taxes) for employees in the designated areas as outlined in the current Joint Health and Safety Committee Safety Shoe Policy. All other employees will be eligible for reimbursement of \$45.00 dollars (plus applicable taxes). Receipts for safety

shoes purchased from a source other than on-site shoe trucks must be submitted and be accompanied by the employee's Supervisor's confirmation that these shoes meet the requirements of the current shoe policy.

- c) Employees who wear prescription glasses will be required to wear prescription safety glasses on the job, however, non-prescription safety glasses will continue to be supplied by the Company for use on the job for employees who do not need prescription glasses. Invisible bi or tri-focal lenses, photogray lenses or anti-reflective coatings will not be considered an eligible expense under the Prescription Safety Glass policy.
- d) The company shall agree to take every reasonable step to:
 - 1) minimize lighting glare,
 - 2) arrange for annual test for radiation or harmful emissions.
- e) If any employee required to operate a VDT becomes pregnant the company shall, upon the employee's request, attempt to temporarily relocate such employee to other appropriate work if possible without a reduction in wage rate.

If such a move is not possible, the employee may opt to wear a lead shield provided by the company or an unpaid leave of absence to cover the period to which she is entitled to maternity leave of absence however, her entire period away from the job shall not exceed 9 months and she must return no later than 8 weeks after birth of the child if she has chosen to exercise this option. Further this option will only be available to employees who have obtained 2 years seniority.

f) The company agrees to make lead shields available to any employee required to operate a VDT upon request of said employee.

28.04 Smoking will be allowed only in designated smoking areas through the Plant. These areas will be designated at least one (1) per unit where possible, in consultation with the Joint Health and Safety Committee and could be changed from time to time. No designated area will be in contravention with the Ontario Fire Marshall and the Smoking in the Workplace Act.

28.05 Reasonable refreshment privileges will be allowed throughout the plant at all times,

providing that these privileges do not unduly impair production, nor are reasonable refreshment privileges to be interpreted to mean that the company has any obligation to maintain canteen facilities during working hours. This does not mean that the Company's present canteen policy shall be changed so long as the extended privileges are not abused.

28.06 a) The Company shall provide training for two certified workers for Lodge 171. Training arrangements shall be confirmed within the first month of notification by the Union.

b) The Union will elect/appoint the Certified Members who shall be a worker's representative on the Joint Health and Safety Committee in accordance with Article 28.02 (a).

c)(i) Along with their recognized duties as a worker's representative on the Joint Health and Safety Committee, a certified worker will be responsible for the following:

- a) Investigating any complaint from anyone in the workplace that a dangerous circumstance exists;
- b) initiating and assisting in the investigation of a bilateral work stoppage;

- c) Initiating and investigating a unilateral work stoppage in prescribed circumstances.
 - ii) In the event of a bilateral or unilateral work stoppage the employee/s affected by the stoppage shall be dealt with in a manner consistent with a work refusal (up to the completion of the investigation stage) as outlined in the Occupational Health and Safety Act. Upon completion of the investigation the Company will either return the employee/employees to their work assignments, or when the situation does not allow will reassign employees to work elsewhere in the plant. Only under extreme circumstances where work accommodation is not practical or possible will the Company exercise their rights under Article 12.01 of the Collective Agreement.
 - iii) The Company will recognize an employee's right to refuse work which the employee has reason to believe may endanger themselves or others. No employee will suffer economic **loss** or be subject to discipline for exercising this right.
- 28.07** The certified Lodge 171 member on the Joint Health and Safety Committee shall be eligible to participate in certified

training offered by the Workers Health and Safety Centre. The Company shall incur all expenses for representatives to participate in training in order to maintain required certification levels in accordance with the pertinent legislation.

- 28.08** a) Pending the investigation and decision of the certified member and/or the inspector no employee shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or the part thereof or to work with any compound or substance which is being investigated until the job in question has been deemed safe to operate by the certified member or by an Inspector.
- b) Any new substance, material, agent or chemical shall be introduced into the workplace with an up-to-date material safety data sheet supplied to the Joint Health and Safety Committee. Employees will be trained according to the requirements of the Occupational Health and Safety Act.
- 28.09** Both parties are committed to comply with the following Health and safety related agreements: Isocyanate and Lead Control Programs Guideline for the Joint Health and Safety Committee Smoking in

the Workplace Act Future safety related training should be conducted on a joint basis whenever possible in the spirit of the joint WHMIS training.

- 28.10** Both parties agree to the following to handle all materials entering the plant under WHMIS legislation:
- 1)** All materials received will be checked for WHMIS labels
 - 2)** Material not labeled will be quarantined until the proper labels are supplied.
 - 3)** Labels will be provided by bargaining unit members.
 - 4)** All labeled materials reviewed will be inspected to insure all necessary information is provided in accordance with the legislation.
 - 5)** The Joint Health and Safety Committee will provide all necessary training to affected employees to properly handle all materials under WHMIS legislation. Duties to carry out the above will be defined as in the Collective Agreement.
- 28.11** The chair of the J.H.& S.C representing workers or their designate shall be present at the beginning of all testing of any piece of equipment, machine, device, article, thing, material or biological chemical or

physical agent and/or industrial hygiene testing should he/she believe their presence is required to ensure that the test procedure and results are valid.

Article **XXIX** - TECHNOLOGICAL CHANGE

- 29.01** a) The Company agrees to notify the Union as far in advance as possible before the introduction of any technological change; this means new equipment or changed equipment, methods and process, labour relations and materials that could adversely affect the rights of the employees, their wages, job security and/or working conditions.
- b)** It is recognized that advances in technology may alter, modify or otherwise change the job responsibilities of represented employees in the plant and that a change means; methods of process of performing a work function including the introduction of computers, or new work of advanced technology should not be used to shift the work function from represented to non-represented employees.
- c)** In the event of technological change, the Company and the Union will meet to determine:

- i) The effect upon the members of the bargaining unit;
- ii) The classification necessary to cover the work required (reference Article 26.04);
- iii) Reasonable training and instruction of bargaining unit members necessary to perform the work and,
- iv) The seniority rights of employees who are declared redundant by the technological change and the transfer of such employees to other work within the bargaining unit being held by less senior employees.

29.02 It is the Company's practice to continue on-the-job training to afford bargaining unit employees, who have the basic knowledge and ability to be trained, the opportunity to keep current with new methods, tools, machines and new technology affecting their work and job security.

29.03 JOINT EDUCATION AND TRAINING COMMITTEE (J.E.T.)

A joint education and training committee shall be established with equal numbers of representatives from both management and the bargaining unit. The committee shall be comprised of at least one union co-chair and one Company co-chair.

Additional people may be called on from **time to time as required for consultation**, provided there is always equal representation. Each of the parties shall be responsible for selecting their own representatives, Training and education programs shall be coordinated through the co-chairs. The committee shall meet upon call of either chairperson. Union representatives on the Joint Education and Training Committee will be allowed reasonable time to perform their duties. Passes requested under this agreement will not be unreasonably refused. The committee shall be in full communication with each other in order to ensure an establishment of continued education and training programs. The Company will provide materials and/or resources necessary in order to fulfill the committee duties. The committee shall investigate and recommend on any funding programs available. This committee shall develop recommended programs including:

- 1)** Identifying areas of skills for current and future Company requirements by developing courses to provide these skills.
- 2)** Establish career development programs **so** that participants can become aware of the

opportunities, identify their personal goals and create action plans to reach these goals.

- 3) Develop criteria for selecting candidates for training.
- 4) Establish criteria to determine successful completion of the course.
- 5) The committee shall jointly investigate review and make recommendations regarding training delivery systems, i.e. Technical schools, community colleges, home study programs, funding agencies, etc. All guidelines, policies and training plans once adopted by both parties shall be subject to the grievance procedure.

Article XXX - DURATION AND TERMINATION

- 30.01** This Agreement superseding and canceling all other agreements shall be in effect from October 1, 1999 and shall remain in effect for three years, through to September 30, 2002. It shall continue from year to year after that date, unless either party gives notice in writing of its intention to amend or terminate the Agreement, within a period of not less than sixty (60) days and not more than ninety (90) days prior to any yearly date of termination.
- 30.02** If notice of intention to amend is given by

either party in writing, pursuant to the provisions of the preceding paragraphs, such negotiations 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 yearly date of termination of this Agreement, then this Agreement will be extended for such further time as is necessary to complete negotiations.

- 30.03** It is understood that during any negotiations following upon notice of termination or notice of amendment, either party may bring forward counter proposals.
- 30.04** Notwithstanding the duration of the Agreements defined in the preceding paragraphs, it is agreed that any change or amendment in the terms of this Agreement may be negotiated at any time during the life of this Agreement by mutual agreement in writing between the Company and the Plant Committee.
- 30.05** The Company agrees to pay for reasonable renegotiation costs and lost time for the negotiating committee.
- 30.06** Attached hereto and forming part of this agreement are the following Appendices:

APPENDIX A - ORGANIZATION:

1. Job Classifications and Job Levels
2. Classification of Employees and Implementation of New Wage Rates for Job Levels
3. Working Leadhands

APPENDIX B - COMPENSATION:

1. Wage Rates
2. Wage Progression
3. Cost of Living
4. Gain Sharing
5. Profit Sharing

APPENDIX C

Pension

APPENDIX D

Group Benefits

APPENDIX E

Letters of Intent

APPENDIX A - ORGANIZATION

1. Job Classifications and Job Grades

Employees will be classified into job grades as required by the nature of work assigned and dependent upon the ability of the employee to

perform the work. The **Job Grade** assigned to each Classification is listed below. Corresponding wage rates are listed in Appendix B.

Job Classification	Job Grade
Labourer	
Production Aide	2
Freight Services	4
* Truck Driver	4
Material Services	4-5
Fabrication Technician	3-5
Paint/Prep Technician	3-5
Journey Fitter	3-5
Quality Assurance	4-5
Maintenance Welder	6
Maintenance Carpenter	6
Machinist	
Maintenance Electrician	6-7
Millwright	
Plumber	
Tool Inspector	6
Stationary Engineer	
Tool Technician	6
Tool & Die Maker	a

* Truck Driver is included in classification of Freight Services.

**2. Classification of Employees and
Implementation of New Wage Rates for Job Levels**

All employees within the bargaining unit shall be transferred into the appropriate new Job Levels for their individual Classifications effective October 26, 1999. The pay rate of each individual employee shall be based upon their pay rate immediately prior to October 26, 1999, plus the amount which is required to move each individual into the nearest job level and pay increment level to their original rate of pay, rounded up, plus any other adjustments which may be applicable.

3. Working Leadhands:

Working leadhand opportunities will be posted. The most senior, qualified applicant will be awarded the position. The selection will be based primarily on considerations of general knowledge of and skill in the overall work of the group which they lead and their ability to provide direction and leadership therein, and without limiting the generality of the foregoing, their duties shall include the organizing and assigning of work, methods, instructions and correction of quality defects and assistance to employees in the performance of their duties.

Upon ratification, an employee assigned by the Company as a leadhand shall for each hour of work on such assignment receive a rate of one dollar (\$1.00) higher per hour than that of

the highest paid employee under their direction. **Effective October 1, 2001, leadhands shall, for each hour of work on such assignment, receive a rate of one dollar, twenty-five cents (\$1.25), higher per hour than that of the highest paid employee under their direction.** The Company reserves the right to demote a leadhand with five- (5) working days notice. The Company recognizes the fact that discipline is not the responsibility of the working leadhand. The leadhand's rate will not be adjusted in order to accommodate transfers,

Before an employee being demoted or removed from a leadhand position, both parties will jointly review with the affected employee(s) the reasons for this reclassification. Any disputes will be handled through the grievance procedure.

APPENDIX B - COMPENSATION

1. Wage Rates:

The Company recognizes that the Union has an interest on behalf of its members, who are skilled individuals, to assure that the employees are fairly and equitably compensated for their skills and abilities within the job classifications. Should the Company determine that it is desirable to accelerate the advancement of an employee in their pay range, beyond the pace established in this clause or to hire a new employee at a salary higher than Level 0.1 the Union will be consulted regarding the advisability

of such a decision, the Company retains the right to make a final determination and the Union reserves the right to grieve any violation of this agreement arising out of a decision by the Company.

Grade	Semi-Skilled			Skilled Operators		Skilled Trades		
	1	2	3	4	5	6	7	8
	Labourer	Production Aide	Fitter Helper	Assembly Fitter	Journey Fitter	Maintenance Welder	Machinist	Tool&Die Maker
			Fab Tech "C"	Fab Tech "B"	Fab Tech "A"	Tooling Inspector	Millwright	
			Bond Tech "C"	Bond Tech "B"	Bond Tech "A"	Tool Tech Engineer	Stationary	
				Quality Assurance "B"	Quality Assurance "A"	Carpenter	Plumber	
			Paint/Prep Tech "C"	Paint/Prep Tech "B"	Paint/Prep Tech "A"	Electrician "B"	Electrician "A"	
				Material Services "B"	Material Services "A"			
				Freight Services				
				Trunk Driver				
Levels								
0.1	\$ 13.00	\$ 14.25	\$ 15.50	\$ 17.50	\$ 19.25	\$ 20.00	\$ 20.70	\$ 21.20
0.2	\$ 13.25	\$ 14.50	\$ 15.75	\$ 17.75	\$ 19.50	\$ 20.40	\$ 21.20	\$ 22.30
0.3	\$ 13.50	\$ 14.75	\$ 16.00	\$ 18.00	\$ 20.00	\$ 20.70	\$ 21.70	\$ 22.80
0.4	\$ 13.75	\$ 15.00	\$ 16.25	\$ 18.25	\$ 20.65	\$ 21.00	\$ 22.10	
0.5	\$ 14.00	\$ 15.25	\$ 16.50	\$ 19.00	\$ 21.30	\$ 21.70		

Labourer & Production Aide to maintain 1999 rate through term of this agreement
 Grades 1, 2, & 3 – For new hires increase every three month
 Grades 4, 5, 6, 7, 8 Increase every six months beginning Oct 1/2001

Management Discretion – criteria to be provided to Union & Employees Promotion to next Grade levels will require demonstrated ability as defined by the Company.

2. Wage Progression:

For the purposes of this Wage Progression: Grade shall be defined as the columns across the top of the chart (i.e. 1, 2, 3 etc.) Level shall be defined as the rows down the left-hand side of the chart (i.e. x.1, x.2, etc.)

Effective upon ratification:

All present employees will progress to their next pay level upon ratification, in accordance with the job classification in schedule "B". For example, Journey Fitters presently at \$18.69 will progress to grade 4, level 5 (4.5)(\$19.00). Employees in Grades 3, 4, 5, 6, 7, and 8 will be placed in the wage level that is equal to or greater than their current hourly rate.

No employee Will experience a wage reduction as a result of ratification of this wage scale. Employees still resident in Grades 1 and 2 as of **October 1, 1999, shall be grandfathered at the rates as of September 30, 1999** and shall remain

through the life of this agreement.

Effective October 2, 2001, employees will progress to the next higher pay Level within Grade.

Thereafter employees will progress as follows: For grades 1, 2 & 3 progression to the next Level will be every three months until they reach the top level within their grade. For Grades 4, 5, 6, 7 & 8 progression to the next Level will be every six months until they reach the top level within their grade. New hires will be affected by this wage progression immediately.

To progress from one job Grade to the next job Grade will require an assessment, which will include demonstrated ability to perform the work at the next Grade. The assessment criteria will be communicated by the Company to the Employees involved and the Union.

A new hire who has former Fleet experience and who is rehired within two years after losing seniority shall be rehired at the pay level he/she had attained at the time last worked, provided they are rehired into that same classification. This provision shall not be utilized by any other employee to advance their pay rate relative to the rehired employee or any other employee. This language to take effect October 1, 1999.

Employees required to work at a radar site not in the vicinity of the plant will be paid at the

highest wage rate for their Job Level for the duration of the work only and not be subject to the ten (10) weeks continuation rate. Sufficient employees will be sent to the site to ensure that the work is done safely.

3. Cost of Living

A cost of living bonus will continue to be paid with further adjustments quarterly, calculated on the basis of the Base Month of November 1993 in which the Consumer Price Index 131.5 (1986=100).

Adjustments will be effective midnight Friday nearest the 15th of the months of:

December 1999 based on CPI	November 1999
March 2000 "	" February 2000
June 2000 "	May 2000
September 2000 "	" August 2000
December 2000 "	" November 2000
March 2001 "	" February 2001
June 2001 "	" May 2001
September 2001 "	" August 2001
December 2001 "	" November 2001
March 2002 "	" February 2002
June 2002 "	" May 2002
September 2002 "	" August 2002

The Consumer Price Index 131.5 for the Base Month, (November 1993, 1986=100) will be subtracted from the Consumer Price Index for the month (as listed above), and the difference will be divided by .09636. The quotient (with any remainder of 0.5 or more rounded up to 1.0) will be the number of cents variation from the basic hourly rate to be paid.

4. Gain Sharing

A lump sum bonus shall be payable to each employee in the bargaining unit, provided the Company has announced a pre-tax profit in the prior fiscal year. The timing of such bonus payment shall be coincident with the release of the audited year end financial results of the prior fiscal year. The bonus shall be calculated, if profitability is achieved, and paid out to employees actively on the payroll on the date the bonus becomes payable. The amount of the bonus payable to each eligible employee shall be calculated as 1.0% (one percent) of the prior year's gross earnings, (excluding any bonus, overtime, or other benefit amounts which may have been paid during the year in question), or such lesser amount as would be calculated should the amount of available profit be insufficient to pay the maximum 1.0% lump sum benefit.

5. Profit Sharing

The Company agrees to provide 15% (fifteen percent) of the audited pre-tax profits achieved by Fleet Industries, Fort Erie to a pool for distribution to individual employees. The individual amount to be credited to each employee shall be proportionate to that individual's earnings as a fraction of the overall payroll of the operation during the year in which the profit was achieved.

APPENDIX C - PENSION

Appended to, and supplementary to this agreement, is the Pension Plan as negotiated during the 1967 negotiations and as amended in 1971, 1974 and 1977. This Pension Plan will be considered as part and parcel of the Collective Bargaining Agreement, including Grievance Procedure and Arbitration Proceedings. This applies, regardless of any difference in termination dates of the Collective Agreement or the Pension Agreement. The following is a historic list of the Basic Pension Benefit rates:

Effective Date	Basic Benefit Rate
October 1, 1999	\$30.00 (future service)
October 1, 1999	\$25.00 (past service)
October 1, 1998	\$25.00
October 1, 1996	\$24.00
October 1, 1991	\$23.00
October 1, 1989	\$21.00
October 1, 1988	\$20.00
October 1, 1987	\$19.00
October 1, 1986	\$18.00
October 1, 1985	\$16.00
October 1, 1983	\$15.00
October 1, 1981	\$13.00

All periods of Long Term Disability or Weekly Indemnity will count as pensionable service. The period of the strikes from Oct. 12, 1984 – November 4, 1984 and November 1, 1986 – January 14, 1987 shall be counted as service with the Company for calculating seniority and length of service for all employees of the Bargaining Unit in the matter relating to the pension. The following paragraphs outline some of the most significant terms and provisions of the Pension Plan for convenience. The full text of the Pension Plan, however, shall govern on any issue. The Human Resources Department can provide a full copy of the plan text upon request.

**OUTLINE OF FLEET
INDUSTRIES PENSION PLAN**

1. INTRODUCTION

The Fleet Industries Pension Plan provides a monthly pension for life when you retire, and other benefits if you die or leave the Company. Together with government benefits and personal savings, the Plan can give you an income when you retire.

The current Plan was renamed and restated on January 1, 1988. It replaces the prior plan, which was called the "1974 Pension Plan For Non-Contributory Employees". Here are some of the highlights of the Fleet Industries Pension Plan:

Company Paid Pension At Retirement:

Fleet Industries pays the entire cost of the Plan. **At** age 65, you will receive a full pension based on your full years of non-salaried employment with the Company, provided you have at least two years of Plan membership.

Spouse's Benefit:

The Plan provides a benefit to your spouse if you die before or after retirement, unless you and your spouse sign a special waiver.

Disability Benefits:

If you qualify for Company disability benefits, you will continue to accumulate Credited Service and your pension continues to build.

If you do not qualify for Company disability benefits, you may receive a pension if you become totally disabled provided you have at least five years of Plan membership.

Two Year Vesting:

You will have a vested right to your accumulated benefits as soon as you complete two years of Plan membership.

Pension Portability:

If you leave Fleet Industries with at least two years of Plan membership, but before you are eligible to retire, you may transfer the value of your benefits to a locked-in personal Registered Retirement Savings Plan (RRSP) or to any other registered pension plan that accepts transfers.

2. YOUR GOVERNMENT BENEFITS

Before looking at the details of your Company Plan, you should make sure you understand what retirement benefits you will receive from the government, The Canada Pension Plan and Old Age Security are meant to provide a solid

base of retirement income on which your Company Plan and your own individual savings can build.

3. FLEET INDUSTRIES PENSION PLAN

Who Is Eligible

This Plan is designed for Fleet Industries employees. If you are a full-time employee, you automatically become a member of the Pension Plan as soon as you join the Company. If you are a full-time employee, hired before October 1, 1974, you automatically became a member at that date. If you are a part-time employee, you become a member on the first day of the month after working at least 24 consecutive months and after meeting one of the following requirements in each of two consecutive calendar years: You worked at least 700 hours, or You earned at least 35% of the annual YMPE, *(as defined by Canada Pension Plan).

When you join, you must complete an enrolment form and designate a beneficiary.

*YMPE: The Year's Maximum Pensionable Earnings under the Canada Pension Plan. The YMPE is set annually by the federal government and is the maximum amount of your earnings on which your Canada Pension Plan contributions and benefits are based.

WHEN YOU MAY RETIRE:

Normal Retirement: You normally retire on the first day of the month coinciding with or immediately following your 65th birthday.

Early Retirement: You may retire on the first day of any month coinciding with or following your 55th birthday, provided you have two years of Plan membership.

How The Pension Plan Works:

You will receive a pension at retirement based on your total *Credited Service. The Plan uses a formula to calculate your monthly pension. (The formula used to calculate monthly pension benefits might be changed from time-to-time through collective bargaining).

If you retire on or after October 1, 1999, your basic pension benefit will be based on:

\$25.00 x Years of
*Credited Service prior to October 1, 1999

\$30.00 x Years of
*Credited Service after September 30, 1999

*Credited Service: **All** your years of service as a Plan member. For a complete description, refer to the section "How to Calculate Credited Service."

How to Calculate Credited Service:

The Plan calculates your Credited Service in 1/12th of year increments based on the number of hours worked for which pay was received.

Here is the schedule:

Paid Hours in Plan Year	Credited Future Service in 1/12ths of a year
1,920 or more	12
1,760 to 1,919	11
1,600 to 1,759	10
1,440 to 1,559	9
1,280 to 1,439	8
1,120 to 1,279	
960 to 1,119	6
800 to 959	5
640 to 799	
480 to 639	3
320 to 479	2
160 to 319	
0 to 159	0

Statutory holidays, annual vacation, overtime hours and time lost while receiving Workers' Compensation, Weekly Indemnity or disability income benefits from the Company will be added to hours paid when the Plan calculates your credited service (to a maximum of 1,920 hours in each Plan year).

Early Retirement Benefits:

You may retire as early as age 55 and receive immediate pension benefits, provided you have been a Plan member for at least two years. Your early retirement is calculated using the formula and your Credited Service as of your early retirement date.

If you retire early and begin to receive your pension immediately, it will be reduced by 1/2% (one-half of one percent) for each month your retirement precedes your normal retirement date.

The reason for the reduction is that the money available to provide a pension now has to be paid out earlier and spread over a longer life expectancy. This table shows the reduction that will be applied to your pension if you retire before age 65:

If Your Age Is:	Your Pension is Reduced By:
64	6 1/2%
63	12%
62	18%
61	24%
60	30%
59	36%
58	42%
57	48%
56	54%
55	60%

How Your Pension is Paid:

When you retire, you will receive your pension in monthly installments for the rest of your life. If you do have a spouse* when you retire, and you do not choose a different payment option, your spouse will receive a continuing income from the Plan should you die first. The Plan will continue 50% of your pension to your spouse for the rest of his or her life, unless you elect another option in writing at the time of retirement and provided you sign a waiver of provisions mandated by provincial legislation for residents of Ontario.

- Spouse: Your legal spouse if you are living together, or your common-law spouse if you have been living together for at least three years.

Residents of the Province of Ontario must note that legislation requires us to continue 60% of your pension to your surviving spouse, unless you waive this benefit, in writing. In this case, the amount of pension you receive will be slightly reduced to cover the cost of the higher survivor benefit. The amount of the reduction will depend on your age and your spouse's age at the time you retire. If you do not want this option, both you and your spouse must sign a special waiver. Whether you have a spouse or not, you may choose one of the following alternative payment options.

The amounts payable under the different forms of pension will vary depending on your age at retirement and the type of guarantee or survivor benefit you elect. Here is a brief description of some of the alternative payment options:

Guaranteed Pension: This means you would receive a monthly pension during your lifetime, with payments guaranteed for a specified number of years, for example 5 or 10 years. If you die before the guarantee term has expired, the full pension would be continued to your spouse or beneficiary for the remainder of the guaranteed term.

Joint and Survivor: With this option, you may arrange to have a percentage of your pension continued to your beneficiary if you die first, for example, 60%, 75% or 100%. Your pension will be reduced if you choose this option. The amount of the reduction depends on your age and your beneficiary's age when you retire.

You should discuss these alternatives with the Human Resource Department at least six months before your retirement to select the one most appropriate for your situation.

Survivor Protection: If you die before retirement, the Plan will provide death benefits based on your length of Company service. If you have six or

more years of Company service, your surviving spouse will receive a pension equal to 50% of the pension you have earned to the date of your death or, if greater, the full value of the pension you earned after January 1, 1987. If you do not have a spouse, your beneficiary will receive a lump sum payment equal to the value of the pension you have earned from January 1, 1987. If you have less than six years of Company service, but more than two years of Plan membership, your spouse will receive a lump sum payment equal to the value of the pension you have earned since January 1, 1987. Your spouse can take this lump sum payment as cash payment, or transfer the lump sum to a personal RRSP or use it to purchase an annuity. If you do not have a spouse, payment will be made to your designated beneficiary. If you have less than two years of Plan membership no benefit is payable from the Pension Plan.

Disability Protection:

If you are unable to work because of illness or injury, you may qualify for long-term disability income under the Company's insurance plan. If you do qualify, your Credited Service will continue and you will continue to earn Pension Plan benefits based on your earnings at the time the disability began. In addition, your family is

still protected if you die while you are disabled. If you continue on long-term disability income benefits until your normal retirement date, your pension benefits will begin at that point. If you become totally and permanently disabled after at least five years of Company service, and you are not in receipt of Workers' Compensation or any other benefit under any other Company disability income plan, you may retire on the first day of the month following acceptable medical certification of total and permanent disability. Your pension will be reduced because it is paid before age 65 by 7% (one-half of one percent) of your pension for each month between the start of the pension and your normal retirement date.

Benefits If You Leave:

If you leave the Company with two or more years of Plan membership, you are entitled to all of the benefits you have earned under the Plan. You may leave your benefits in the Plan and receive your full-accumulated pension at age 65 or an actuarially reduced pension any time after age 55.

If you leave Fleet Industries before age 55, you will also have the following options: you may transfer the lump sum value of your accumulated pension to a locked-inRRSP*, or you may transfer the lump sum value of your accumulated pension to another employer's plan, if that plan accepts transfers, or you may transfer the lump sum value

of your accumulated pension to an insurance company to purchase a life annuity.

* Locked-In RRSP: A "locked-in" Registered Retirement Savings Plan is one that you cannot cash in, but must use to buy a life annuity when you retire. The issuer of your locked-in RRSP must provide written agreement to the Company that the transferred funds will only be used to provide a pension commencing between age 55 and age 69, and that no lump sum settlement will be made except upon your death.

4. CALCULATING YOUR PENSION

Normal Retirement Example: Here is an example of a pension calculation, assuming you are retiring at age 65, on June 1, 2003, with 30 years of Plan membership. Let's assume you worked and were paid for 1920 hours every year.

Step 1 Calculate your Credited Service

In your case, assume:

Pre Oct 1/99 service =	26.333 years
Post Sept. 30/99 service =	3.667 years
Total Credited Service	30 years

Step 2 Apply the Pension Formula

26.333 x \$25.00 =	\$658.33
3.667 x \$30.00 =	110.01
	\$768.34 a month

Early Retirement Example:

Here is an example of a pension calculation, assuming you are retiring on October 1, 2001 at age 60, with 30 years of Plan membership. For the 30 years, let's assume you worked and were paid for 1,920 hours a year.

Step 1 Calculate your Credited Service.
In your case assume:

Pre Oct. 1/99 service =	28 years
Post Sept. 30/99 service =	2 years
	30 years

Step 2 Apply the Pension Formula

\$25.00 x 28 =	\$700.00 a month
\$30.00 x 2 =	60.00 a month
	\$760.00 a month

Step 3 Apply the reduction for Early Retirement:
If you retire at age 60, the \$760.00 a month pension would be reduced by

30% (60 months x 5%) and would total:	
\$760.00 - (30% x \$760.00) =	\$532.00
	a month

5. ADDITIONAL PLAN INFORMATION**Plan Administration:**

The Human Resources Department handles the day-today administration of the Plan. If you

have any questions about the Plan, please
contact Human Resources.

Funding:

To guarantee that money will be available *to* pay benefits as they come due, all contributions are held in a trust fund, separate from the assets of the Company. The funds are invested under the direction of a professional investment manager. Independent actuaries periodically value the assets and liabilities of the Plan *to* make sure it is soundly funded.

Annual Statement:

Each year, you will be given a statement describing your benefits earned *to* date.

Future Of The Plan:

The Company will make every practical attempt to keep the Plan in force. Nevertheless, the Company has the right *to* amend or even discontinue the Plan subject *to* any collective bargaining agreement covering the Plan. If the Plan is discontinued, Ontario law governs your rights. The company must deposit enough money in the Plan to meet any outstanding contributions due. The actuary *to* the Plan will make a report to the Pension Commission of Ontario, which must approve any distribution of Pensions *to* members before any money is paid out.

Plan Documents:

This Appendix to the Collective Agreement summarizes the major provisions of the Plan and attempts to explain how they apply to you in simple terms. In the event of any uncertainty, the provisions set down in the official plan text will govern. You may inspect the plan text at the Company's office in Fort Erie by contacting the Human Resources Department.

APPENDIX D - GROUP BENEFITS

The information on benefits and group insurance which follows is intended as a convenient summary of the more important terms and conditions of the Master Contract. Both parties recognize that the terms and conditions reflected in the Master Insurance Contract would take precedent in cases of a dispute.

The Company will provide group insured health care and dental benefits to supplement coverage that may be applicable under provincial health care of Ontario Health Insurance legislation. Any premiums in respect of provincial health care which might otherwise be paid by the employee will be paid by the Company, and the Company will pay the premiums in respect of all group insured benefits listed below.

1. ELIGIBILITY FOR GROUP COVERAGE:

a) Employees

Full-time employees become eligible for insurance on the completion of sixty (60) working days of continuous active service.

b) Dependents Eligible for Extended Health Care, Dental, Vision Care Coverage:

For purposes of these benefits "dependent" means:

Your wife or husband or the person of the opposite sex with whom you are living in a husband and wife relationship

Your unmarried children less than twenty-three (23) years of age and dependent on you for support

Common-law spouse to be covered as per legislation or, as a minimum, after six (6) months of cohabitation

The following will be considered your children:

Persons you are adopting,
during the period of probation

Your stepchildren

Persons related to you by blood or marriage
or for whom you are the legal guardian

The children of the person of the opposite sex with whom you ~~are~~ living in a husband and wife relationship and provided such children are living with you

The age restriction does not apply to the following:

The mentally challenged or physically handicapped child who had this condition and was insured as your dependent immediately before the age of 23 years

A full-time student attending or on vacation from an educational institution

Note the following additional considerations:

A dependent confined to hospital when becoming eligible is not insured until released from hospital

If you should die, insurance for your dependents will be continued for thirty-one (31) days

c) Dependents Eligible for Dependent Life Insurance:

For purposes of these benefits "dependent" means:

Your wife or husband or the person of the opposite sex with whom you are living in a husband and wife relationship Common-law spouse to be covered as per legislation or, as a minimum, after six (6) months of cohabitation

Your unmarried children more than fourteen (14) days old but less than twenty-one (21) years old and dependent on you for support.

The following will be considered your children:

Persons you are adopting, during the period of probation

Your stepchildren

Persons related to you by blood or marriage or for whom you are the legal guardian

The children of the person of the opposite sex with whom you are living in a husband and wife relationship, provided such children are living with you

The age restriction of 21 years does not apply to the following:

A mentally challenged or physically handicapped child who had this condition and was insured as your dependent immediately before the age of 21

A full-time student attending or on vacation from an educational institution (application must be made within thirty-one (31) days following their twenty-first (21) birthday or their return to

school if later, otherwise evidence of their state of health must be submitted).

*Note that a dependent confined to hospital when becoming eligible is not insured until released from hospital. Children confined to hospital since birth will be insured when they are fifteen (15) days old. If you, as the covered employee, should die, insurance for your **spouse** will be continued for thirty-one(31) days.*

d) Termination of Benefits at Retirement:

Your life, accidental death and dismemberment insurance, visioncare and extended health care benefits will continue for **two (2)** months beyond your date of retirement.

2. DENTAL PLAN

The Company will provide a basic dental plan equivalent to Blue Cross 9, and all savings brought about by any legislation will be returned to the union member in the form of cash or benefits as mutually agreed.

Reimbursement will be provided for charges at 90% of the maximum fee applicable for the services rendered under the Ontario Dental Association **Fee** Guide in effect, as illustrated below, at the time the claim was incurred, or the actual charge levied by the Dentist, which ever is less.

Any upgrades or additions to this program during **the term of this agreement will be reimbursable** by the Company.

Fee Guide:

Effective January 1, 2000: The 1999 Ontario Dental Association Fee Guide for General Practitioners

Effective January 1, 2001: The 2000 Ontario Dental Association Fee Guide for General Practitioners

Effective January 1, 2002: The 2001 Ontario Dental Association Fee Guide for General Practitioners

3. DRUG BENEFIT PLAN

Employees will be reimbursed up to a maximum of 90% of all eligible prescription drugs.

Not covered are:

Smoking cessation products

Fertility drugs

"over the counter" medications or products not legally requiring a doctor's prescription

new drugs available on the market for less than 3yrs.

4. EXTENDED HEALTH CARE

The Company will continue to cover 100% of the eligible benefits covered on the current Fleet Industries Master Insurance Contract.

a) Visioncare Expense Benefits:

The maximum expense benefit will pay up to \$135.00 in any two (2) consecutive years for eyeglass lenses and contact lenses prescribed by a licensed physician or optometrist and frames for such lenses for the employee and his/her insured dependents. Payment is made towards reasonable and customary charges for eyeglass lenses and frames for such lenses recommended by a physician or optometrist. Examples of expenses that are not covered are those expenses:

For safety glasses without a prescription

For sunglasses with/without prescription

For glasses for cosmetic or decorative purposes

For more than one frame or set of lenses

For any expenses provided without cost to you or your dependents

Visioncare Expense Benefits claim forms for each family member must be completed by the practitioner and you. Then the administrator of

your plan will submit it. Avoid peak periods –
Just before or following the year-end.

b) Hospitalization:

Payments are made for reasonable charges for the following (if medically necessary):

Services:

Of a licensed hospital, including semi-private or private accommodation (there is no benefit payment for confinement in a chronic or convalescent hospital, if the person is 65 years or over.); In Canada: no limit;

Out of Canada: medical expenses for Canadian residents only; If an emergency: while travelling or on vacation or business, the amount is unlimited for a temporary period; If elective: up to \$75.00/day and for a temporary period

Services of a physician: out of the province where you reside, for Canadian residents, over the amount allowed under Ontario Health Insurance Plan: If an emergency: while travelling or on vacation, no limit; If elective: up to the amount in the Medical Fee Schedule of the province where you reside.

c) Additional Health Services:

The following health services are covered as indicated:

PSYCHOLOGICAL SERVICES:

For group therapy, up to \$5.00/hour per person

For family therapy, up to \$30.00/half hour

For individual therapy and testing, up to \$20.00/half hour

For all other visits, up to \$10.00/visit

OTHER HEALTH CARE PROCEDURES:

Licensed Chiropractor, Osteopath, Naturopath, Podiatrist, Physiotherapist, Speech Therapist and Masseur – up to \$15.00/visit Includes x-rays by a Chiropractor up to \$45.00/person per calendar year Includes surgery by a Podiatrist up to \$200.00 per person per calendar year

NOTE: Charges for services by any of the above practitioners may be partially paid by Ontario Health Insurance Plan

OPTOMETRIST:

For visual motor therapy up to \$10.00/half hour

AMBULANCE:

If your condition requires it, to the nearest hospital where treatment facilities are available.

PRIVATE NURSING:

Written recommendation of a physician is required for the following services of a registered graduate nurse providing private duty nursing: In your home if not ordinarily a resident in your home, not related to you or your dependents In hospital outside Canada for Canadian residents.

SUPPLIES:

Purchase of the following artificial items including repairs and adjustments, replacement where the item cannot be repaired or to accommodate a growing child:

Eye

Arm

Hand

Leg

Foot

Breast

Orthopedic braces

Stump sock (six pair a calendar year per person)

Heating aids

Glasses or contact lenses following a cataract operation (up to \$135.00 for each eye – once only)

Oxygen and its administration

Glucometer

**WRITTEN RECOMMENDATION OF
A PHYSICIAN IS REQUIRED FOR**

Rental of:

Wheelchair
Hospitalbed
Crutches
Iron lung

Purchase of:

Medicine (may be recommended by a Dentist)
Elastic stockings - two (2)
 pair a calendar year per person
Traction appliances
Spinal and abdominal medical supports
Varco traction kits, belts and similar appliances
Neck braces or cervical collars
Ileostomy or colostomy kits
Orthopedic shoes custom built reduced
 by the cost of ordinary shoes (may
 be recommended by a Podiatrist)
Orthopedic modifications to regular shoes
 (may be recommended by a Podiatrist)

The maximum amount payable for the above expenses in connection with organ transplants is \$25,000.00 during the whole period you or your dependents are insured under this plan.

If you or any of your dependents are totally **disabled when your insurance terminates, and if** disability continues, any further expenses for that disabled person will be covered for a period up to ninety (90) days.

**EXAMPLES OF EXPENSES
WHICH ARE NOT COVERED:**

Those expenses which are not covered include services and supplies:
Reimbursed or allowed under Ontario Health Insurance Plan or any health services provided without cost to you or your dependents for which reimbursement is not permitted by law
For which either you or any one of your dependents is entitled to receive payment under any workers compensation law
Payable under another section of your group plan
For travel for health
For cosmetic surgery
For health check-ups
Resulting from war or hostilities

d) How to submit your claims:
Extended Health Care Benefits
Claim form must be submitted for you by the administrator of your plan showing:
Patient's name

Date of service
Nature of treatment
Charges (submit original bills)

Hospital: In Canada: have a standard hospital claim form completed and mailed directly to the insurance company by the hospital. Payment will be sent to the hospital.

Outside Canada: send your original receipts to Ontario Health Insurance Plan. Submit a copy to the insurance company with a statement of amount paid by the Ontario Health Insurance Plan.

Medicines:
Accounts and receipts must include:
The name of the person for whom medicines are prescribed
Date of purchase
Prescription number
Charge

Registered Graduate Nurse:
Accounts or receipts must show:
Patient's name
Dates and shifts worked
Qualifications of nurse
Charge

Submit a statement from your doctor including:

Diagnosis and complications
Exact nursing duties
Expected duration of nursing service
Number of shifts per day and days per week required
Reason why someone with lesser qualifications could not have accommodated that patient's needs

Physician Outside **Your** Province of
Residence:

Send your original itemized account or receipt to Ontario Health Insurance Plan Submit a copy to the administrator of your plan with a statement of amount paid by Ontario Health Insurance Plan

Other Items:

Submit itemized accounts

For continuing expenses, submit claims when \$25.00 in expenses has accumulated. After that, do not submit more frequently than three (3) month intervals.

5) WEEKLY INDEMNITY BENEFITS:

You will receive a weekly income if you become totally disabled as a result of sickness or accident, provided you are under the care of a licensed physician; and not entitled to payments under any workers compensation law, and not on pregnancy leave of absence

NOTE: telephone calls are not considered treatment
the amount, waiting period and duration of your
benefit is shown in the Schedule of Amounts

Schedule of Weekly

Indemnity Benefit Amounts:

Benefits are equivalent to Employment
Insurance (E.I.) Benefit payments

Payments commence the first day in the event
of accident and fourth day in the event of
sickness or on the date of confinement in
hospital, if earlier

Benefits are payable up to thirty-nine (39) weeks
The Company will deduct the appropriate
income tax from weekly indemnity benefits

Recurring Disability:

If the same disability recurs within thirty (30) days,
there is no waiting period before benefits continue
and benefits will be paid during disability up to the
number of weeks remaining in the period shown
in the Schedule of Weekly Indemnity Benefit Amounts.

Plant Shutdown:

If an employee is on weekly indemnity during
the plant shutdown or the Christmas shutdown,
equivalent time off will be rescheduled by the

employee and approved by his/her supervisor when the employee is able to return to work.

Follow these steps to make a Weekly Indemnity claim:

See a physician not later than the fifth (5) day of disability

Obtain a claim form from the administrator of your plan

Have the doctor complete his/her portion of the form

Complete your portion

Submit this form to your administrator immediately

Termination:

Your weekly indemnity benefits terminate on your retirement date.

6. LONG TERM DISABILITY INSURANCE:

A disability income will be paid to you if you satisfy each of the following requirements:

Unable because of sickness or injury to engage in any gainful work for which you are reasonably qualified by education, training or experience

Not engaged in any gainful work

Under sixty-five (65) years of age

Completed the waiting period shown in the
Schedule of LTD Benefit Amounts

Under treatment by a physician

The amount for which you are eligible is shown
in the Schedule of LTD Benefit Amounts. This
amount will be reduced so that the amount you
receive from the insurance company and from
any of the following sources does not exceed
85% of your basic monthly earnings:

Other group, association, government insurance

Any other insurance, sick leave, or retirement

plan of your employer. If your benefit is not

taxable, the 85% limit applies to your basic

earnings after income tax and pension plan

deductions. Estimates of disability income from

any of these sources will be used until the

actual benefits have been established.

SCHEDULE OF LTD BENEFIT AMOUNTS:

The Long Term Disability Benefit is \$400.00 per
month in addition to any CPP Benefits
which might be payable.

The Company will deduct the appropriate

income tax from both Weekly Indemnity and
Long Term Disability Benefits.

Benefits will be payable for each period of total disability after 39 weeks of continuous total disability or, if earlier, on the date that any weekly indemnity benefits paid under the Group Policy should cease.

REHABILITATION:

Rehabilitative employment means any part-time work for a temporary period approved by the insurance company. Your monthly benefit will be reduced by 50% of these earnings.

RECURRING DISABILITY:

If the same disability recurs within six (6) months, there is no waiting period before benefits continue.

Benefits will not be paid
for disability resulting from:

Self-inflicted injury
Riot or civil commotion
Insurrection
War or hostilities

Follow these steps to make
a Long Term Disability claim:
Obtain claim forms from the administrator of

your plan two (2) months before the end of the waiting period

Complete your claim form
Have your physician complete the form titled
"Application for Total Disability Benefits"

Submit both forms promptly to the administrator, but not later than ninety (90) days after the end of the waiting period.

STATUTORY HOLIDAYS:

Should an employee become totally disabled and begin to collect long-term disability benefits, all statutory holidays will be calculated as specified in Article 24.01 and the employee will be paid the difference at the time long term disability benefits begin.

Termination Dates for

Long Term Disability Benefits:

An employee hired after June 10, 1994 will be retained on long term disability for a period equal to the seniority attained at the start of the long term disability claim. Long term disability benefits terminate at age 65 or at the time of retirement if earlier.

7. GROUP LIFE INSURANCE

Schedule of life insurance benefit amounts:

Type of Life Insurance	Amount
Life Insurance	\$25,000.00
Accidental Death and Dismemberment Insurance	\$25,000.00
Dependent Life Insurance:	
Spouse	\$ 5,000.00
Child	\$ 2,500.00

The amount of life insurance for which you are insured, under the Schedule of Life Insurance Benefit Amounts, will be paid on your death to your beneficiary.

Beneficiary Appointment:

You may change your beneficiary (subject to law) at any time, by completing a form that you may obtain from the administrator of your plan. If you have named more than one (1) beneficiary and one of them dies before you, that beneficiary's portion will be paid to the surviving beneficiaries. If there are no surviving beneficiaries, your insurance will be paid to your estate.

Conversion Privilege:

If your group insurance terminates, you may purchase individual insurance within thirty-one (31) days without a medical examination.

Total Disability:

If you become unable, because of sickness or injury, to engage in any gainful work before your 65th birthday, your life insurance will continue, without cost to you, during the time you are disabled, but not beyond 65 years of age. Proof of your total disability will be required from time to time. If you establish a claim under the group life insurance total disability benefit, premiums for the Accidental Death and Dismemberment Insurance will be waived and this insurance will be continued for the duration of total disability, but not beyond your 65th birthday.

8. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

If within one (1) year after an accident, any of the following losses occur because of that accident, payment will be made as indicated. The maximum amount of your Accidental Death and Dismemberment Insurance is shown in the Schedule of Life Insurance Benefit Amounts. The Fleet Fire Brigade (up to 12 twelve members) will be covered for an additional \$25,000.00 of added benefit as provided by the contract, if injured or killed while performing their Fire Brigade duties on Company property.

For Death:

The full amount of insurance will be paid to your beneficiary

For Dismemberment:

The full amount of insurance will be paid to you for the loss of:

- Both hands
- Both feet
- The sight of both eyes
- One hand and one foot
- One hand and the sight of one eye
- One foot and the sight of one eye

One half of the amount of insurance will be paid to you for the **loss** of:

- One hand
- One foot
- The sight of one eye

This AD&D Insurance does not cover losses which result from:

Flying in any aircraft unless you are only a passenger and not then if you are a member of an armed force and flying in aircraft belonging to or operated by any armed force War, hostilities or riot Committing or attempting to commit an assault or criminal offense

Poisoning or infection
Self-destruction or self-inflicted injury
Inhalation of gas
Disease
Bodily or mental infirmity

9. DEPENDENT LIFE INSURANCE

If any of your insured dependents die, the amount of insurance as shown in the Schedule of Life Insurance Benefit Amounts is payable to you.

APPENDIX E • LETTERS OF INTENT

Letter of Intent #1 Flexible Working Hours

Both parties agree that effective the date of ratification of this agreement, where the Company deems it necessary and the affected employees and the Union agree, shift start and finish times may be adjusted to facilitate efficient operations. It is understood that the parties will monitor these situations/projects in order to resolve any difficulties that may arise while considering the practical realities of both the Employee and the Company. It is understood that either party may terminate an agreed to project with thirty (30) days written notice.

Letter of Intent #2 Off Load

The Company agrees to provide all necessary information regarding offload work normally

performed by bargaining unit employees. This information will be forwarded to an offload committee comprising of equal members from Management and Union which will include Co-Chairpersonship. This committee will continue to operate under the existing guidelines as they are defined in the Material Department's operating procedures. Any changes to the existing guidelines will be by approval of the Co-Chairpersons.

Contracting Out

Contracting out of work normally performed by bargaining unit personnel due to lack of capacity shall not be done without consultation with the Union. Where such contracting out will result in the permanent displacement of a bargaining unit employee, the Union reserves the right to refer the matter to the Management Board and/or grievance procedure for further consideration.

Letter Of intent #3 Safety

In addition to the Workers' Representative's duties (under OSHA) and Lodge 171 safety responsibilities, it is the Company's intent to continue to have the Lodge 171 Safety Representative (Co-Chairperson Joint Health and Safety) report directly to the Manager,

Human Resources, for all activities associated with health and safety in the workplace. While carrying out his/her duties, the workers' representative will be required to provide oral and/or written progress reports to the Manager, Human Resources. While not performing duties associated with Health and Safety, the Workers' Representative will return to his/her classification in the workplace and will report to the Supervisor of the assigned area.

The Company will continue to call upon the Representative to provide a positive, progressive contribution to a safe and healthy workplace for all Fleet employees at all times. It is critical that in this capacity the Lodge 171 representative will, at all times, promote a relationship with Management premised by mutual trust and respect.

Letter Of Intent #4 Accident/Incident

It is the intent of both parties that the safety person in the area will be notified of and a joint investigation will take place immediately following any accident/incident which has occurred for which the Company Nurse requests a report, or an accident/incident that is likely to repeat and may injure any worker, or an accident/incident that causes lost time.

Both parties recognize that the interpretation and definition of "incident" could create conflict and therefore the parties will utilize the Joint Health and Safety Committee to review any problems that arise from this Letter of Intent.

Letter Of Intent #5 Safety Glasses

The company agreed during collective bargaining negotiations to implement a safety glass policy by July 1, 1990 under the safety glass policy, the Company will pay for employee prescription safety glasses. If an employee's prescription safety glasses are broken or damaged on the job, the Company will pay to replace the glasses or repair the damage.

The Joint Health and Safety Committee will make a recommendation to management on a safety glass policy which will include specific requirements for safety lenses and frames.

Letter Of Intent #6 Fleet Industries Management Board

It is agreed by both parties that a Fleet Industries Management Board will be established no later than September 30, 1994. Prior to this date the parties will meet and mutually agree to the operating format and mandate of the Board. The parties agree that the Board membership will be defined as follows:

VICE CHAIRPERSON
Magellan Aerospace Corporation

PRESIDENT/CEO
Magellan Aerospace Corporation

VICE PRESIDENT/GENERAL MANAGER
Fleet Industries

DIRECTOR
Fleet industries

OFFICER
Magellan Aerospace Corporation

SENIOR INDEPENDENT
Labour Affiliation/Orientation

REPRESENTATIVE
Lodge 171 IAM

REPRESENTATIVE
Lodge 939 IAM

The parties further agree that the Board mandate and responsibilities will include, but will not necessarily be limited to the following:

Review Fleet Industries monthly performance

Review and recommend improvements for specific programs

Review and recommend capital
acquisitions and improvements

Participate in identifying new business
opportunities

Monitor cash flow and operating budget
performance

Serve as a steering committee for all joint
management and Union committees.

Participate in development and presentation of
Fleet Industries business strategies and plans.

**Letter Of Intent #7 Pension Plan
Administration And Retirement Provisions**

Note: The following amendments to be
incorporated in the appropriate sections
of the Fleet Industries Pension Plan.

1 /ADVISORY COMMITTEE:

An Advisory Committee comprised of one Lodge
171, one Lodge 939, one staff Non Union and
one Retiree representative will be established.
This Committee will follow the guidelines as
defined in sections 25 & 26 of the Ontario
Pension Act with the following enhancements
and structure:

An annual review meeting of this committee will be held in an appropriate location to all concerned parties.

Both parties reserve the right to schedule and convene one additional review per annum to deal with any pension concerns.

These meetings will be scheduled during normal working hours.

Lodge members will be compensated by the Company per the Collective Agreement.

ATTENDEES: Company Actuaries, Pension Investment Managers, Fleet Pension Committee, Trust Company, (Custodian) if requested, and Advisory Committee Members.

2/ INVESTMENT HISTORY REQUEST:

The Company agrees to supply to the unions the following information:

Current pension portfolio summary including last period of performance.

A sampling of worst case performers.

The Company agrees to provide to the Advisory Committee, quarterly Investment Performance Reports.

3/ SURPLUS FUNDS:

A full review with the Advisory Committee will take place prior to Company utilization of surplus funds. This review will provide the committee an opportunity for both discussion and comment.

4/ EARLY RETIREMENT CONSIDERATIONS:

The Company will pay the following benefits to employees retiring at age 62: Life insurance, A.D.D., Dental, Vision Care and Medical; not covered are Weekly Indemnity and Long Term Disability.

The Company will pay a retirement incentive for employees retiring at age 62 thru age 65 **ONLY**. This retirement incentive will equal the early retirement penalty assigned for this period and may be taken in a lump sum manner or monthly payments.

NOTE: Applicable taxes will apply.

5/ GROUP RRSP DIRECT DEPOSIT OPTION PLAN

The Company agrees to provide a direct deposit service for all employees, under written authorization, and will forward funds to one (only) specified Fund on a monthly basis.

LETTER OF INTENT #8

AGREEMENT RE: MEDICAL CONDITIONS

It is recognized by the Company that there may be occasions when an employee may not be able to work shift work due to a restrictive medical problem.

The Company agrees that "bona fide" medical reasons will continue to be considered when an employee presents medical documentation to be excused from shift work as per Article 17.05 of the Collective Agreement.

LETTER OF INTENT #9 JOB DESCRIPTIONS

Over the course of the next year the parties will meet as required to amend the job descriptions to more accurately define the job tasks and duties. The present job descriptions will be removed from the Collective Agreement but will be the governing documents for appropriate work in a classification until such time as the parties agree on the amended job descriptions.

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 them. The job title and job level of each classification into which employees may be classified shall appear in Appendix A.

FLEET INDUSTRIES LTD.

A. Claroni

Manager, Human Resources

J. Ball

Director, Human Resources, Magellan

P. Sivilotti

Manager, Aircraft Assembly

S. Hayes

Human Resources Assistant

**Frontier Lodge 171 of the INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS**

J. Atkinson

Grand Lodge Representative

J. Antal

President

C. Sherk

Negotiating Committee

R. Beaupit

Negotiating Committee

P. Green

Negotiating Committee

M. Foster

Negotiating Committee

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JUN 05 2001

FOREWORD

This booklet is intended merely **as a convenient summary** of the more important terms and provisions of the benefits. The Master Contracts covering the benefits are the governing documents.

Requests for **information regarding** benefits and any questions relating to claim **payments** should be directed to the **Administrator** of your group plan.

The information contained in this booklet is important. Keep it in a safe place.

SUMMARY OF BENEFITS

FOR EMPLOYEES

Life Insurance

All employees \$25,000.00

Accidental Death and Dismemberment Insurance

All employees \$25,000.00

Dependent Life Insurance

Your Spouse and each Dependent **child who is** fourteen days of age and older will be eligible for:

Spouse \$5,000.00

Child \$2,500.00

Weekly Indemnity Benefit

55% of your Weekly Earnings (rounded to the next higher \$1.00 if not already a multiple thereof) up to the maximum amount provided under the Unemployment Insurance Act of Canada (such amount based on your maximum insurable earnings as determined by the Unemployment Insurance Commission).

--Payments commence first day in the event of accident and fourth **consecutive day** in the event of **illness** or on the date of confinement in hospital, if earlier.

--Payable up to thirty-nine weeks.

Long Term Disability Insurance

--\$400.00 per month

--Payments commence following a thirty-nine week waiting period.

FOR EMPLOYEES AND DEPENDENTS

Vision Care Benefit

The maximum benefit for you or any one of your dependents is \$135.00 during any consecutive 24-month period.

Extended Health Care Benefit

Dental Care Benefit

NOTE: Your Life, Dependent's Life, **Vision Care**, Extended **Health Care** and Dental Benefits will continue for 2 months beyond your date of retirement. Your Accidental Death and Dismemberment Insurance will terminate when you reach age **70** or your retirement, if earlier. Your Long Term Disability Insurance **cancels** at age **65** or, if earlier, to the normal retirement date established by the Policyholder for the class of employees to which you belong and your Weekly Indemnity Benefit cancels on the earlier of (i) the first day of the calendar month coinciding with or next **following** the date you attain age **65** and (ii) the first day of the month next following the date you retire.

GENERAL

Eligibility

A full-time employee becomes eligible for benefits according to the *Summary of Benefits* on the completion of **sixty** working days of continuous active service.

How to Obtain the Benefits

Complete and sign your application card and return it without delay.

Benefits and Amounts

The benefits and amounts for which you are covered **may** not exceed the coverage for which you are eligible.

Qualified Dependents

Spouse means either:

- (a) an individual to whom you are legally married; or
- (b) an individual of the opposite sex with whom you cohabit and whom you publicly represent **as** your Spouse.

You must state the name of the person to be considered your Spouse for the purposes of the Group Policy. Only one Spouse will be considered at any time **as** being covered under the Group Policy.

Dependent Child means an unmarried person who is a natural child. Also included is an adopted child, foster child or a child of a common-law Spouse (as defined above), who resides with you and is dependent on you for support, and who **is:**

- (a) for Dependent Life Insurance younger than twenty-one years of **age**; or
- (b) for Vision Care, **Extended Health Care and Dental Care Benefits** younger than **age** twenty-three.

The above age restrictions do not **apply to the following:**

- A child who is in full time attendance at an accredited institute of learning, and dependent on you for support; or
- A child who is incapable of self-sustaining employment due to mental or physical handicap, provided the child was covered under this Plan as a Dependent on the day prior to attaining the ages shown above, and remains dependent on you for support.

Any individual residing outside of Canada will not be eligible to be covered, unless an exception is requested by the **Policyholder** and approved in writing by the insurance company.

You **and** your Spouse may be eligible for, and apply for, Employee Benefits subject to the following limitations:

- (a) only one Employee can be covered with respect to Dependent Benefits; and
- (b) an individual covered for Employee Benefits cannot **also** be covered as a Dependent.

GROUP LIFE INSURANCE

--The **amount** of Life Insurance for which you are insured will be paid on your death

Beneficiary Appointment

- You may appoint and (subject to law) change the beneficiary to receive your life insurance, by completing a form which you may obtain from the administrator of your plan.
- If you had named more than one beneficiary and one of them dies before you. **that** beneficiary's portion **will** be paid to the **surviving** beneficiaries.
- If there are no **surviving** beneficiaries, your insurance will be paid **to your estate**

Total Disability Benefit

- If you become unable, because of injury or disease, to engage in any gainful work before your **65th** birthday, your Life Insurance will continue, without cost to you, **during the time** you are disabled, but not beyond **65** years of age. Proof of your **Total Disability will** be required **from time to time**.

Conversion Privilege

If your group insurance **terminates**, you may purchase individual insurance within **31 days** without a medical examination.

The amount you may purchase:

- on termination of your employment:
 - up to the amount of your group coverage
- on termination of the Group Policy with the insurance company, if you **have** been continuously insured for five or more years:
 - up to the **amount** provided by law.

Plans of individual insurance you may purchase:

- any permanent plan
- term insurance to age **65** convertible to a **permanent** plan
- term insurance for one year convertible to term insurance to age **65 or** a permanent **plan.**

NOTE: Total **Disability** Benefits of Accidental Death Benefits are not available.

Rates will be based on your **age at the** date of purchase and the class of risk to which you belong.

If death occurs during the 31 day conversion period before you have purchased this insurance, your beneficiary will receive the amount of Life Insurance which you could have purchased.

DEPENDENT LIFE INSURANCE

If any of your insured dependents should die, this benefit is payable to you. If you should die, insurance for your Spouse will be continued for 31 days.

CONVERSION PRIVILEGE

Individual insurance may be purchased, within **31** days, of the termination of your Group Dependent Life insurance without a medical examination of your Spouse, up to the amount for which your Spouse is insured:

- by you: on the termination of your employment
- by your Spouse: on your death

Plans of individual insurance you may purchase:

- any permanent **plan**
- term insurance to age **65** convertible to a permanent plan
- term insurance for one year convertible to term insurance to age **65** or a permanent plan.

NOTE: Total Disability Benefit or **Accidental** Death Benefits are not available..

Rates will be based on the age of your Spouse at the date of purchase and the class of risk to which your Spouse belongs.

If your Spouse should die during the 31-day conversion period before this insurance has been purchased you will **receive** the amount of Life Insurance which could have been-purchased. The conversion privilege does not apply to coverage on your children.

ACCIDENT DEATH AND DISMEMBERMENT INSURANCE

If, while insured, you suffer any of the losses listed below as a result of an accidental injury which results directly and independently of all other causes, and the loss occurs within 365 days of the date of the accident, the benefits indicated below will be paid.

The Principal Sum under this Basic Accidental Death and Dismemberment Benefit is equal to your Group Life Insurance Benefit and is subject to the **same** maximums.

<i>For the loss of</i>	<i>Amount Payable</i>
Life.	Principal Sum
Both hands or both feet.	Principal Sum
Sight of both eyes.	
One hand and one foot.	
Sight of one eye and either one hand or one foot.	
Speech and hearing in both ears.	
Either arm or leg	Three-quarters of the Principal Sum
Either hand or foot	Two-thirds of the Principal Sum
Sight of one eye.	
Speech or hearing in both ears	
Thumb and index finger or either hand or four fingers of one hand.	One-third of the Principal Sum
All toes of one foot	One-eighth of the Principal Sum
Use of both legs or both arms or both hands.	Principal Sum
Use of one leg or one arm	Three-quarters of the Principal Sum
Use of one hand	Two-thirds of the Principal Sum
Movement of both upper and lower limbs (quadriplegia).	Principal Sum
Movement of upper and lower limbs of one side of the body (Hemiplegia).	
Movement of both lower limbs (Paraplegia).	

If more than one of the above losses is sustained by you as a result of one accident, only one of the amounts shown, the largest, will be payable. What constitutes "loss" is described in the master insurance contract.

Exposure and Disappearance

If you are exposed to the elements following the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which you were an occupant, such exposure shall, subject to all other terms and provisions of the policy, be deemed an accidental bodily injury.

If your body has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which you were an occupant, then it shall be deemed, subject to all other terms and provision of the policy; that you shall have suffered loss of life within the meaning of the policy.

Additional benefits

Repatriation - If you are at least 200 kilometres away from your permanent place of residence and suffer loss of life as the result of a covered accident, this plan will pay up to \$2,500 for actual expenses for preparing the body for burial or cremation and shipment to the place of burial.

Rehabilitation - If you suffer an injury listed in the loss schedule, this plan will pay up to \$2,500 for special training, provided such training is required because of the covered injury and in order to qualify you for an occupation in which you would not be engaged except for the accident. All such expenses must be incurred within 2 years from the date of the accident and are limited to the cost of the training and materials needed for such training.

Pilot/Crew Member Coverage - If you are flying as a pilot or member of the crew of any civilian aircraft having a current and valid airworthiness certificate you are covered for you basic Principal Sum amount up to a maximum benefit level of \$150,000.

Conversion (Private Employee Only) - If your coverage is terminated for any reason except termination of the group policy, non-payment of premium or attainment of the policy age limit, you are entitled to have an Accidental Death and Dismemberment only policy issued to you if you apply and pay the initial premium for such converted policy within 31 days of your date of termination. This converted policy is subject to a limitation of either your Principal Sum or \$1,000,000, whichever is less. The premium applicable to such policy will be based on the rate in effect for your risk class and age on the effective date of such converted policy.

To Whom Will Benefits Be Paid?

In the event of your Accidental Death while your insurance is in force, the Principal Sum is payable to the same beneficiary you have named under your Group Life Insurance Benefit. All other indemnities, will be payable to you.

General Exclusions

This plan does not cover **loss** caused by or resulting **from**:

- suicide or intentionally self-inflicted injuries;
- sickness or disease;
- war or any act of War;
- injury sustained while on full-time active duty in the armed forces of any country;
- injury sustained while riding as a passenger in military aircraft except transport aircraft operated by the Canadian **Armed** Forces Air Transport Command or similar foreign service.

Termination

This coverage will terminate on the earliest to occur of:

- a) the date the master insurance contract terminates;
- b) the premium due date next following the date that you cease to be eligible for insurance or you attain age 70.

This booklet is intended to give **you** a general explanation of the benefits provided but it should be understood that the master insurance contract shall be the governing document in any question of interpretation.

WEEKLY INDEMNITY BENEFIT

Your disability benefit will be paid if you satisfy each of the following requirements.

- unable to perform any and every duty of your job because of illness or **injury** not **related** to your **work**
- under treatment by a physician
NOTE: phone calls are not considered treatment
- not entitled to **workers' compensation** payments
- not on pregnancy **leave** of absence

The waiting period and duration of your benefit are shown in the *Summary of Benefits*

If the same **disability** recurs within **30** days, there is no waiting period before you qualify for benefits and benefits will be paid during disability up to the number of weeks remaining in the period **shown** in the *Summary of Benefits*.

Benefit

The amount of your benefit is reduced by payments from the Quebec Automobile Insurance plan, and/or by any Canada or Quebec Pension Plan benefits, including **any** payment in respect of **your** children.

Benefits will not be paid for disability resulting from:

- self-inflicted injuries while sane or insane.

Written proof of claim must be received within **90** days after commencement of disability.

Follow these steps for prompt payment of your claim:

1. See a physician not later than the **5th** day after the commencement of **disability**.
2. Obtain a claim form **from** the administrator of your plan.
3. Have the physician complete his or her portion of the **form**.
4. Complete your portion.
5. By the 10th day submit this form to your administrator.

LONG TERM DISABILITY

Your disability income will be paid to you if you satisfy each of the following requirements:

- unable, because of illness or injury, to engage in any and every gainful **work** for which you are reasonably qualified by education, training or experience.
- not engaged in any gainful work
- under 65 years of age
- completed the waiting period shown in the *Summary of Benefits*
- under treatment by a physician

Benefit

Your disability income will be reduced so that the amount you receive from the insurance company and from any of the following sources does not exceed **75%*** of your gross monthly earnings:

1. Workers' Compensation
2. Canada or Quebec Pension Plan including any payment in respect of your children;
3. Quebec Automobile Insurance plan;
4. Other group, association, government insurance;
5. Any other insurance, sick leave or retirement plan of the Policyholder.

Estimates of disability income from any of these sources **will** be used **until** the **actual** benefits have been established.

*If your benefit is taxable, your benefit amount may not exceed 85% of your net monthly earnings ("net monthly earnings" means your earnings from the Policyholder less federal and provincial income tax deductions).

Benefits **will not be paid for disability resulting from:**

- self-inflicted injury while sane or insane
- riot or civil commotion
- insurrection
- war or hostilities
- confinement in a penitentiary or other house of correction.

Rehabilitation

Rehabilitative employment means any part-time work for a temporary period approved by the insurance company. Your monthly benefit will be reduced by **50%** of these earnings. If your income **from** all sources would exceed **100%** of your monthly earnings as of the commencement of disability, your monthly benefit will be reduced accordingly.

If Your Disability Recurs

If the same disability recurs within six months, there is no waiting period before you **qualify** for benefits.

Claim Requirements

Written notice of your claim must be received within **30** days after commencement of disability. Written proof of claim must be received no later than **30** days after the waiting period.

To Assure Prompt Payment Of Your Benefit, Follow These Steps:

1. Obtain claim form from the administrator of your plan one month before the end of the waiting period.
2. Complete your claim form.
3. Have your physician **complete** the attending physician's statement.
4. Submit both forms promptly to the administrator but not later than **30** days after the end of the waiting period.

VISION CARE BENEFIT

FOR YOU AND **YOUR** QUALIFIED DEPENDENTS

Payment is made towards reasonable charges for eyeglass lenses and frames for such lenses recommended by a physician or optometrist.

See *Summary of Benefits* for the maximum amount payable.

Examples of **expenses which** are not **covered**

Those expenses for:

- eye examinations
- safety glasses
- sunglasses **with** or **without** prescription
- glasses or **contact** lenses for cosmetic or decorative purposes
- more than one frame or set of lenses during any **24** consecutive month period
- any expense provided without cost to you or your dependents

How To Submit Your Claim

The claim must be submitted for you by the administrator of your plan within **90 days** after the end of the calendar **year** in which the expense was incurred.

EXTENDED HEALTH CARE BENEFIT

FOR YOU AND YOUR QUALIFIED DEPENDENTS

Payments are made for reasonable charges for the following provided the services and supplies are medically necessary for the care and treatment of a covered person's illness or injury **and** are ordered, in writing, by a physician:

SERVICES

- of a licensed hospital up to and including private room accommodation
(no payment for **confinement** in a chronic or convalescent hospital if the person is **65** or older)
 - in Canada – no limit
 - out of Canada for Canadian residents only:
 - if an emergency **while** travelling or on vacation, the amount is unlimited and for a temporary period
 - if elective up to **\$75.00** a day and for a temporary period
- of a physician out of the province where you reside, for Canadian residents, over the amount allowed by any governmental plan:
 - if emergency while travelling or on vacation – no limit
 - if elective – up to the amount in the Medical Fee Schedule of the province where you reside
- of a psychologist:
 - for group therapy – up to **\$6.00** per hour per person
 - for family therapy – up to **\$18.00** per half hour
 - for individual psychotherapy and testing – up to **\$15.00** per half hour
 - for all other visits – up to **\$15.00** per visit
- of a licensed chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist, and registered massage therapist (when referred by a duly licensed doctor of medicine (M.D.):
 - up to **\$15.00** a visit
 - includes X-rays by a chiropractor up to **\$45.00** per person per calendar year
 - payable only **after any government** plan ceases to pay any portion of the expenses
- for surgery performed by a podiatrist not to exceed **\$200.00** per person per calendar year
- of an optometrist:
 - for visual motor therapy up to **\$10.00** per half hour
- of a dentist:
 - for excision of cysts or tumours
 - for accidental injury to natural teeth from an external blow (excluding biting accidents) within **12** months of the accident
- of an ambulance, if your condition requires it, to the nearest hospital where treatment facilities are available
- of a registered graduate nurse providing private duty nursing:
 - in your home **if**: not ordinarily resident in your home, not related to you or **your** dependents
 - in hospital outside of Canada for Canadian residents.

Note: No payment will be allowed if the service could have been performed by a person of lesser qualifications.

SUPPLIES

- purchase of the following artificial items:
 - eye, arm, hand, foot, breast or orthopaedic braces (including repairs and adjustments, replacement where item cannot **be repaired** or to accommodate a growing child)
 - stump socks – 6 pair per person in a calendar year
- purchase of a hearing **aid**
- glasses or contact lenses following a cataract operation up to **\$135.00** for each eye once only
- oxygen and its administration
- rental of:
 - wheelchair
 - hospital bed
 - crutches
 - iron lung
- purchase of:
 - drugs and medicines (may be recommended by a dentist), excluding the following:
 - foods and dietary supplements
 - cosmetic or hygienic products
 - experimental medicines and medicines not considered by the Canadian Medical Association to be therapeutically useful
 - drug plan does not cover smoking cessation drugs, fertility drugs, over-the-counter drugs, or drugs that have been available on the market for less than three years
 - elastic stockings – 2 pair per person per calendar year
 - traction appliances
 - spinal and abdominal medical supports
 - **varco traction** kits, belts and similar appliances
 - neck braces or **cervical** collars
 - ileostomy or colostomy kits
 - custom **built** orthopaedic shoes – reduced by the cost of ordinary shoes (may be recommended by a podiatrist)
 - **orthopaedic modifications** to regular shoes (may be recommended by a podiatrist).

If you or any of your dependents are totally disabled when your benefits terminate and if disability continues. Extended Health Care Benefits for that disabled person will be continued for a period of up to 90 days.

Examples of expenses which are not covered

Expenses for services and supplies:

- reimbursed or allowed under any government plan or which would be allowed if you were insured under that plan or any health services provided without cost to you or your dependents
- for which reimbursement is not permitted
- for which either you or one of your dependents is entitled to receive payment under workers' compensation
- payable under another **section** of your group **plan**
- for travel for health
- for cosmetic surgery
- for health check-ups
- for eye examinations
- resulting from war or hostilities

How to submit **your** claim

Extended Health Care Benefit claim form must be submitted for you by the administrator of your plan showing:

- patient's name
- date of service
- nature of treatment
- charges (submit original bills).

PLEASE NOTE:

Hospital—

in Canada: Have a standard hospital claim form completed and mailed directly to the insurance company by the hospital. Payment will be sent to the **hospital**.

outside Canada: Send your original receipts to your government plan. Submit a copy to **the** insurance company with a statement of amount paid **by the** government **plan**.

Chiropractor, naturopath, osteopath, podiatrist, physiotherapist, psychologist, speech therapist, massage therapist, and optometrist —

After the maximum amount allowed by any governmental plan has been paid, and if further treatment is required, submit a claim form to the insurance company.

Drugs and Medicines -

Accounts or receipts must include:

- name of **person** for whom medicines are prescribed
- date of purchase
- prescription number
- charge

Registered Graduate nurse -
Accounts or receipts must show:

- patient's name
- dates and **shifts worked**
- qualifications of nurse
- charge

Submit a statement from your doctor indicating:

- diagnosis and **complications**
- exact nursing duties
- expected duration of nursing service
- number of shifts per day and days per week required
- reasons why someone with lesser qualifications could not have accommodated the patient's needs.

Physician outside your province of residence:

Send your **original itemized** account or receipt to your government plan. Submit a copy to the administrator of your plan with a statement of amount paid by the government plan.

Other Items:

Submit itemized accounts.

DENTAL CARE BENEFIT **FOR YOU AND YOUR QUALIFIED DEPENDENTS**

Benefits

A benefit will be paid for charges which are included for payment in the List of Dental Services. Charges may not exceed the amount specified in the Ontario Dental Association Suggested Fee Guide for Dental Services Provided by General Practitioners. the Guide to be that in effect on the date the service is rendered.

When two or more covered dental procedures are separately suitable for a specific condition, the Plan will provide benefits for the least expensive service.

When a charge is made for an unlisted service and the list contains one or more **services** which are separately suitable. the Plan will provide benefits for the least expensive **care**

Charge Incurred:

When a covered dental procedure requires multiple appointments to complete, the **charge** will be considered to have been incurred on the date the procedure was completed, **subject to** any Limitations or Exclusions in this Coverage.

Materials To Be Furnished:

In order to determine the eligible charges, the insurance company may ask for pre-treatment X-rays and other diagnostic and evaluative materials. If they are not given, the insurance company will determine eligible charges on the basis of the information which is available. This may reduce, or eliminate, the benefits which otherwise would have been payable.

be-determination Of Benefits:

The insurance company recommends that a treatment plan, in the form of a report prepared by the dentist, be submitted prior to commencement of treatment when -

- (1) the course of treatment is expected to cost more than \$600.00,
- or
- (2) there are alternative methods of treatment.

The insurance company will review and advise of the amount payable.

**LIST OF DENTAL, SERVICES
PROCEDURES AND CODES**

EXAMINATIONS

- Complete oral examination
(once every 3 years)
- Recall oral examination
(once every 6 months)
- Emergency examination
- Specific oral **area** examination

CONSULTATIONS

- Treatment planning
 - With patient
 - With another **dentist**

RADIOGRAPHIC EXAMINATION (X-RAY)

- Complete series intra oral films
(once every 3 years)
- Periapical films
- Occlusal films
- Posterior bitewing films
(once every 6 months)
- Extra oral films
- Sinus examination
- Sialography
- Use of radiopaque dyes to
demonstrate lesions
- Temporomandibular** joint films
- Panoramic film
(once every 3 years)

Cephalometric films

Tracing of radiographs

Interpretation of radiographs

from another source

Tomography

Hand and wrist (as diagnostic aid
for dental treatment)

DIAGNOSTIC SERVICES

Bacteriologic cultures for
determination of pathologic
agents

Dental caries susceptibility test

Biopsy, soft-hard tissue

Cytological examination

Pulp vitality tests

PREVENTATIVE SERVICES

Scaling and/or polishing
(once *even* 6 months)

Fluoride treatment

Oral hygiene instruction
(once every 6 months)

Caries/pain control

Inter-proximal discing of teeth

RESTORATIVE SERVICES

Amalgam Restorations (silver fillings)

Primary teeth

Permanent ~~anterior~~ and
bicuspid teeth

Permanent molar teeth

Pin reinforcement

Stainless steel crowns

Acrylic or composite restorations

Occlusal equilibration

(8 units of time **every** 12 months)

SURGICAL SERVICES

Removal of erupted tooth (uncomplicated)

Single tooth

Each additional tooth in **same** surgical site

Removal of erupted tooth
(complicated)

Removal of impacted tooth

Removal of residual roots

ANAESTHESIA

PROFESSIONAL VISITS

Expenses which are not covered

Expenses for services and supplies:

- for which reimbursement is not **permitted**
- for which either you or one of your dependents is not required to make payment, or where payment is received as a result of legal action or settlement
- for which either you or one of your dependents is entitled to receive payment under workers' compensation or similar law
- for examination by, or the services of a dentist if required solely for the use of a third party
- for duplication of a recent service by the same, or a different, dentist
- for cosmetic services (including facings on molar crowns or molar **pontics**) unless necessitated as a result of accidental injuries sustained while covered
- for procedures, appliances and restorations used to increase vertical dimension or to restore the occlusion
- for splinting for periodontal reasons where cast crowns, inlays, or **onlays** are used for this purpose
- for the correction of **temporomandibular** joint dysfunction
- for **implantology**, **specialized** services (including precision attachments and stress breakers) and **services** which are experimental in nature
- for laboratory charges exceeding **60%** of the fixed fee for the procedure in the applicable Fee Guide.

Proof Of Claim

Written proof of the **loss** on which claim may be based must be received within **90 day** after the end of the calendar year in which the expense was incurred.

Article 1 — Introduction

- 1.01 This document constitutes the Fleet Industries Pension Plan. The primary purpose of the Plan is to provide periodic payments to eligible employees of the Company after retirement and until death in respect of **their** service as employees.
- 1.02 To the extent this Plan covers Employees of the Fleeer Industries Division of Fleet Aerospace Corporation who are members of collective bargaining units, the Plan **will** be considered **as** part and parcel of the applicable Collective Agreements. Payment of benefits for such covered Employees will be subject to all pertinent parts of the **Collective** Agreement, including grievance procedure and arbitration. The foregoing **will** apply **regardless** of whether the termination dates of a Collective Agreement and this Plan coincide.
- 1.03 The institution of **this** Plan will not enhance, detract from, modify or lessen in any way the rights of Employees under the Collective Agreements between the Company and Frontier Lodge **171** and Riverside Lodge **939** of the International Association of Machinists and Aerospace Workers, including **the** right to employment which **shall** not be enhanced or abridged in any way contrary to **the** terms of aforesaid Collective Agreements, except **as** modified by Clause No. 9 **thereof**.
- 1.04 The Plan was effective October **1, 1974**, continuing predecessor arrangements made between the Company and
- (a) Frontier Lodge **171** of the International Association of Machinists and Aerospace Workers effective September **22, 1961**,
 - (b) Riverside Lodge **939** of the International Association of Machinists and Aerospace Workers effective October **2, 1962**, and

- (c) non-union office Employees of Fleet Industries **Division** effective October 2, **1962**.

These predecessor arrangements were consolidated in the Plan effective October 1, **1974**.

1.05 The purpose of this amendment and restatement is:

- (a) to revise and **clarify** certain provisions to reflect the original intent **of** the Plan as of October **1, 1974**;
- (b) to amend the **Plan** to comply with revised Revenue Rules; and
- (c) to incorporate amendments to the Plan made since January **1, 1988**.

1.06 The Plan as contained herein shall be applicable to Members who are in the employment of the Company on or **after** October **1, 1992**; benefits in respect of a Member whose employment ceased prior to October **1, 1992** shall be determined in accordance with the terms of the **Plan** at the time of such cessation of employment, except **as** required by Applicable Pension Laws and Revenue Rules and **as** may be **specifically** provided herein.

1.07 The **Plan** is intended to be an employees' pension **plan** accepted for registration under the Income Tax Act and Applicable Pension Laws. The Plan shall be designed, written and administered to comply with the **requirements** for registration under Revenue Rules and Applicable Pension Laws. If the Plan fails to comply with any such requirements, the Plan may be amended to comply with such requirements **as** necessary.

Any amendment to the **Plan** is conditional upon acceptance for registration under both Revenue Rules and Applicable Pension Laws, and may be modified or withdrawn if the amendment is not accepted for registration under either Applicable Pension Laws or **Revenue Rules**.

Article 2 — Construction, Interpretation and Definitions

Construction and Interpretation

- 2.01** The masculine pronoun wherever used herein shall include the feminine pronoun where applicable, and the singular shall include the plural and vice versa, as the context shall require. References to a paragraph, Section or an Article, mean a paragraph, **Section** or an Article in the Plan.
- 2.02** The Plan and all the rights and obligations hereunder shall be construed, governed and administered in accordance with the laws of the **Province** of Ontario, except for those rights and obligations which are solely within the **jurisdiction** of Canada or another province.
- 2.03** **All** monetary references in the Plan are to be construed **as** being expressed in terms of the lawful currency of Canada.
- 2.04** Headings wherever used herein are for reference purposes only, and do not limit or extend the meaning of any of the Plan's provisions.

Definitions

In this Plan the following terms **shall**, unless the context clearly indicates otherwise, have the following meanings:

- 2.05** "Actuarial(ly) Equivalent" means a benefit of equivalent value but of different form of payment to a specified benefit, as determined on a basis of calculation adopted by the Company on the advice of the Actuary, in accordance with Applicable Pension Laws and Revenue Rules, and in effect on the date such determination is being made.

- 2.06** “Actuary” means an individual from time to time appointed by the Company to carry out actuarial valuations and provide such actuarial advice and services **as** may be required from time to time for the purposes of the Plan. The Actuary shall at all times be a person who is a **Fellow** of the Canadian Institute of Actuaries.
- 2.07** “Administrator” means the entity responsible for administering the Plan in accordance with Section **18.01**.
- 2.08** “Advisory Committee” means the committee established in accordance with Section **18.03**.
- 2.09** “Anniversary Date” means October 1 in each year **from** and including **1974**.
- 2.10** “Applicable Pension Laws” means The Pension Benefits Act (Ontario) and any regulation pursuant thereto and any amendments or substitutes **therefor** as well as any similar **statute** applicable to the Plan and any regulation pursuant thereto adopted by the federal or any provincial government.
- 2.11** “Basic Benefit Rate” means **\$23.00** as of October **1, 1991**, or such amount effective **as** of a previous date listed in Appendix A.
- 2.12** “Beneficiary” means that person last designated by the Member to receive any benefit under the Plan payable to a beneficiary in the event of the death of the Member according to the provisions of Section **10.05** or in the absence of an effective designation of a beneficiary, the estate of the Member.
- 2.13** “Board” means the Board of Directors of the Company.

- 2.14** "Collective Agreement" means, as the context requires, one or both of the written agreements between the Company and Frontier Lodge **171** of the International Association of Machinists and Aerospace Workers and between the Company and Riverside Lodge **939** of the International Association of Machinists and Aerospace Workers, containing provisions respecting terms and conditions of employment and the rights privileges and duties of the Company, the Trade Union, and the employees.
- 2.15** "Company" means Fleet Aerospace Corporation and any successor corporation, whether by amalgamation, merger or otherwise.
- 2.16** "Continuous Service" means the service of a Member **as defined** in Section **4.01**, used to determine eligibility for benefits.
- 2.17**
- (a) "Credited Service" means the service of a Member **as defined** in Section **4.02** used to determine the amount of benefits for which a Member is eligible.
 - (b) "Credited Past Service" means the service of a Member described in paragraph **4.02(a)(i)**.
 - (c) "Credited Future Service" means the service of a Member described in paragraph **4.02(a)(ii)**.
- 2.18** "Date of Determination" means the date **as** of which a benefit is to be calculated under the Plan, **as** specified in each relevant Section, and being one of:
- (a) a Member's Retirement Date,
 - (b) a Member's date of termination of employment,
 - (c) a Member's date of death, or

- (d) the date of amendment or discontinuance of the Plan.
- 2.19 “Early Retirement Date” means the date specified in Section 6.02.
- 2.20 “Earnings” means the total amount of remuneration, inclusive of overtime pay and bonuses, received from and determined by the Company.
- 2.21 “Effective Date” means October 1, 1974.
- 2.22 “Employee” means a person who is in regular employment with the Company at its Fleet Industries Division (excluding anyone who is classified by the Company as a **supervisor**, manager or executive) and is either:
- (a) a member of Frontier Lodge 171 of the International Association of Machinists and Aerospace Workers, or
 - (b) a member of Riverside Lodge 939 of the International Association of Machinists and Aerospace Workers, or
 - (c) classified as a member of the non-union **office** staff of the **Fleet** Industries Division.
- 2.23 “Fund” means the fund established for the purposes of the Plan under a Funding Agreement. The Fund shall comprise the total assets of the Plan, including cash and investments. The amount of the Fund at any time shall include Company contributions due but unpaid but shall be reduced *on account of benefits* due but unpaid.
- 2.24 “Funding Agency” means a trust or insurance company or any group of individual trustees or any combination thereof eligible under Applicable Pension Laws,

designated by the Company and holding the whole or a portion of the assets of the Fund at any time pursuant to the terms of a Funding Agreement.

- 2.25** “Funding Agreement” means any written arrangement or agreement in force between the Company and any Funding Agency.
- 2.26** “Income Tax Act” means the Income Tax Act (Canada) and any applicable provincial income tax act, as amended from time to time,’ together with any relevant regulations made thereunder from time to time.
- 2.27** “Joint **Annuitant**“ means a person designated as such in an election made under section **9.04**.
- 2.28** “Member” means an Employee who has joined the Plan in accordance with Article 3 and who remains contingently or absolutely entitled to a retirement income under the Plan.
- 2.29** “Normal Retirement Date” means the date specified in Section **6.01**
- 2.30** “Plan” means the Fleet Industries Pension Plan as set forth in this document and **includes** any amendments which are from time to time made hereto.
- 2.31** “Plan Year” means the period between Plan Anniversary Dates, which are October 1 in each year from and including **1974**, and previous anniversaries up to and including **1973** of the original effective dates of each of the Prior Plans.

2.32 “Prior Plans” means one or all of the following employee pension plans in effect prior to October 1, 1974, as the context requires, all of which *were* consolidated into the Plan:

Plan	Original Effective Date
Pension Plan for Union Employees (Frontier Lodge #171) of Fleet Industries Division, Ronyx Corporation Limited	September 22, 1961
Pension Plan for Office Union Employees (Riverside Lodge #939) of Fleet Industries Division, Ronyx Corporation Limited	October 2, 1962
Pension Plan for Office Non-Union Employees of Fleet Industries Division, Ronyx Corporation Limited	October 2, 1962

2.33 “Restatement Date” means October 1, 1992.

2.34 “Retirement Date” means the Early or Normal Retirement Date on which a Member actually retires or is deemed to retire.

2.35 “Revenue Rules” means the provisions of the Income Tax Act pertaining to employees’ pension plans or **funds** registered under the Income Tax Act as they are applicable to the Plan.

2.36 “Spouse” means, in relation to a Member, the person of the opposite sex **who**, at the earlier of the commencement of a Member’s pension and the date of the Member’s death, meets one of the following eligibility requirements:

(a) the person who is married to the Member, or

- (b) the person who is not married to the Member and is living with the Member in a **conjugal** relationship,
 - (A) continuously for a **period** of not less than three years, or
 - (B) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both **as** defined in the Family Law Act, 1986 (Ontario);

provided that the person is not living separate and apart from the Member at that time.

In the absence of actual *notice to the contrary*, the **Administrator** shall make payment in accordance with information provided by the Member. If there is a dispute **as** to whether a person is a Spouse, Beneficiary or other person entitled to payments hereunder, or where *two* or more persons make adverse claims in respect of a benefit, or where a person makes a **claim** that is inconsistent with information provided by the Member, the *Administrator* may obtain court directions and the costs in respect thereof may, to the extent permitted by law, be charged against the benefit to be paid.

.37 "Trade Union" means **as** the context may require,

- (a) Frontier Lodge **171** of the International Association of Machinists and Aerospace Workers, and/or
- (b) Riverside Lodge **939** of the International Association of Machinists and Aerospace Workers.

- 2.38** "YMPE" means the Year's Maximum Pensionable Earnings established each year under the Canada Pension Plan as amended from time to time, or under any superseding legislation.

Article 3 — Membership

3.01 Each Employee who was a member of one of the Prior Plans immediately prior to **the** Effective **Date** shall automatically join the Plan on the Effective Date.

3.02 Each full-time Employee hired on or after the Effective Date shall become a Member on the date he is first employed by the Company.

3.03 Each person who is other than a full-time Employee on, or becomes **other** than a full-time Employee after January 1, 1988, shall become a Member on the first day of the month but not earlier than January 1, 1988, immediately following **24** months of **Continuous Service**, provided **the person** has **had**

- Earnings at least equal to **35%** of the **YMPE**, or
- **700** hours of employment with the Company,

in each of **two** consecutive calendar years immediately prior to becoming a Member.

3.04 Upon joining the Plan, the Employee shall complete and sign the enrolment form provided by the Administrator, thereby designating a Spouse and/or a Beneficiary.

3.05 While an Employee, a Member may not terminate, suspend or withdraw from participation in the Plan.

Article 4 — Service

4.01 Continuous Service

- (a) Continuous Service means the period of uninterrupted, **regular** employment of a Member with the Company, beginning with the date on which **the** Member was last employed by the Company or any predecessor corporation or division acquired by the Company or any other corporation associated with the Company and ending on the earliest of:
- (i) the date that the Member ceases to be employed by the Company or any other corporation associated with the Company,
 - (ii) the Member's death,
 - (iii) the Member's Retirement Date, and
 - (iv) the discontinuance of the Plan without immediate substitution of a successor employees' pension plan.
- (b) The following shall not constitute interruption of employment, unless and until the Member fails to return to active **employment** upon **expiry** of the period concerned:
- (i) leave of absence duly **authorized** by the Company, including leave on account of sickness, accident, maternity or parenting;
 - (ii) disability qualifying for benefits under the Company's disability plan;

- (iii) layoff, provided that the Member does not elect to receive **benefits** in accordance with Article 11;
- (iv) in the event of a national emergency, the **Member's** joining the Canadian armed forces or engaging full-time in national service work.

4.02 Credited Service

- (a) Credited Service is the total of a Member's Credited Past Service and Credited Future Service which are determined as follows:
 - (i) Credited Past Service is the number of complete years of Continuous Service as an Employee before the original effective date of the Prior Plan as listed in Section 2.32.
 - (ii) Credited Future Service is credited in 1/12ths of a year according to the hours worked for which pay was received or deemed to be received as an Employee in each Plan Year, in accordance with the following table:

Paid Hours in Plan Year	Credited Future Service in 1/12ths of a Year
1,920 or more	12
1,760 – 1,919	11
1,600 – 1,759	10
1,440 – 1,599	9
1,280 – 1,439	8
1,120 – 1,279	7
960 – 1,119	6
800 – 959	5
640 – 799	4
480 – 639	3
320 – 479	2
160 – 319	1
0 – 159	0

- (b) In computing the hours for which pay has been received or deemed to be received during each Plan Year as an Employee, the following shall be included:
- (i) statutory holidays,
 - (ii) annual vacation,
 - (iii) overtime hours worked,
 - (iv) time lost while in receipt of workers' compensation because of occupational injury or disease incurred in the course of employment with the Employer, or while in receipt of weekly indemnity benefit under a plan of the Employer, or while in receipt of long term disability income after October **1, 1981** under a plan of the Company, to the extent that the Member otherwise would have been scheduled to work,
 - (v) time lost during the strike period from November **1, 1986** to January **14, 1987**,
 - (vi) time lost during the strike period from October **12, 1984** to November **4, 1984**,
 - (vii) time spent on Trade Union business, and
 - (viii) any period during which the Member has no Earnings and legislation applicable to the Member requires that the Member continue to accrue benefits during such leave.

4.03 Transfer Out

The transfer of a Member to a category of employment such that the Member ceases to be an Employee for the purposes of the Plan or the transfer of a Member to a company which is associated with the Company which does not itself participate in the Plan, shall not constitute a termination of employment for the purposes of Article 11. In the event of such transfer, the Member's

- (a) Continuous Service **shall** include all periods of uninterrupted, regular employment of the Member while the Member remains in the employment of the Company or an associated company; and
- (b) Credited Service shall exclude those periods of his employment with the Company or an associated company while the Member was not an Employee.

4.04 Transfer In

In the event of the transfer of a person employed by the Company or a company associated with the Company to a category of employment eligible for participation in the Plan, such person's

- (a) Continuous Service shall include all **periods** of his uninterrupted, regular employment with the Company or the company associated with the Company prior to becoming eligible for participation in the Plan. Furthermore, the phrase "Continuous Service **after** becoming a Member" shall include Continuous Service while a member of another Company or associated company pension plan immediately prior to the transfer; and
- (b) Credited Service shall exclude all periods of his employment with the Company or an associated company prior to becoming a Member.

4.05 *DEC - 1993*
 - ->
Transfers – General *Pension rate frozen when you leave the plan - If you return to the Plan you will receive higher rate allowed for calculating final pension benefit.*

A transferred employee will become a Member of this Plan or will become a member of another pension plan of the Company on the first of the month following the date of transfer, and the benefits accrued under each plan, including this Plan, will be paid upon the death, termination of employment or retirement of the employee in accordance with the terms of each plan as at the date of transfer, including this Plan, with full credit **being** given for his total period of Continuous Service.

4.06 Re-Employment

In the event that an Employee terminates employment other than by retirement, and is **subsequently** reemployed with the Company, the Employee's periods of Continuous Service shall be treated separately, and the second period shall be **considered to** start from the date of said subsequent **re-employment** for the purposes of the Plan.

Article 5 — Member Contributions

5.01 Members are neither required nor permitted to make any contributions to the Plan.

Article 6 – Retirement Dates

6.01 Normal Retirement

The Normal Retirement Date of a Member is the first day of the month **immediately** following **his attainment** of age **65**.

6.02 Early Retirement

Subject to Section. **12.02**, a Member may retire on the **first** day of any month following the Member having both attained age **55 and** completed two years of Continuous Service after becoming a Member. The date **of the Member's** retirement in accordance with this Section **shall be** his Early Retirement Date.

6.03 Postponed Retirement

A Member is not permitted to postpone retirement beyond his Normal Retirement Date.

Article 7 — Retirement Income Formula

- 7.01** This formula is used in the calculation of ~~the~~ retirement income in respect of a Member and the amount derived therefrom is the basis on which the actual amount of retirement income ~~will~~ be determined in accordance with the applicable provisions of the Plan. The amount of retirement income will be determined ~~as~~ of a Member's Date of Determination.
- 7.02** The monthly amount of retirement income as of a Member's Date of Determination shall be equal to the Basic Benefit Rate multiplied by the Member's Credited Service.
- 7.03** Notwithstanding Section **7.02**, the annual rate at the **Member's** Date of Determination, of the amount of retirement income of the Member under Section **7.02** together with retirement income payable under any **other** Company registered pension plan shall not exceed the sum of (a) and (b) as follows:
- (a) For Credited Service prior to the Restatement Date:
- the product of (i) and (ii) where
- (i) is the lesser of
- 2% of the average of the best consecutive 3 years' remuneration of the Member; and
- \$1,722.22** or such higher amount that may be acceptable for such purposes under Revenue Rules at the Date of Determination;

(ii) is the lesser of

Credited Service prior to the Restatement Date, and

35 years.

The above provisions of ~~this~~ paragraph **7.03(a)** shall not apply to annual amounts of retirement income of **\$300** or less per year of Credited Service prior to the Restatement Date.

(b) For each year of Credited Service on and after the Restatement Date:

the lesser of **(i)** and **(ii)** as follows:

(i) **2%** of the average of the best consecutive 3 years' remuneration of the Member, and

(ii) **\$1,722.22** or such higher amount that may be acceptable for such purposes under Revenue Rules at the Date of Determination.

Article 8 – Amount of Retirement Income

8.01 Normal Retirement

A Member who retires on his Normal Retirement Date shall receive an amount of retirement income computed in accordance with Article 7, using the Member's Normal Retirement Date as his Date of Determination.

8.02 Early Retirement

A Member who retires on an Early Retirement Date shall receive an amount of retirement income commencing on his Early Retirement Date which is the amount of retirement income computed in accordance with Article 7, using the Member's Early Retirement Date as his Date of Determination, and reduced by 1/2% for each complete month by which his Early Retirement Date precedes his Normal Retirement Date.

Article 9 – Payment of Retirement Benefits

9.01 **Normal Form**

- (a) The normal form of retirement income for a Member who retires without a Spouse shall be monthly instalments beginning on the Member's Retirement Date and continuing thereafter during his lifetime.
- (b) The normal form of *retirement* income for a Member who has a Spouse on his Retirement Date shall be monthly instalments beginning on the Member's Retirement Date and continuing thereafter during his lifetime. On the death of such Member, **50%** of his monthly retirement income shall continue to his surviving spouse during her lifetime.

9.02 **Statutory Spousal Pension**

Notwithstanding ~~Section 9.01~~, a Member, including a Member who terminated prior to January 1, 1988 who remains entitled to a **deferred** retirement income, who retires with a Spouse and such Spouse has not waived in prescribed form the right to a contingent pension, shall ~~be~~ deemed to receive any retirement income in accordance with Section 9.03.

9.03 **Surviving Spouse Option**

- (a) Subject to the requirements of Section 9.02, a Member may ~~elect~~, in lieu of the normal form of retirement income as described in Section 9.01(b), a surviving spouse option which will provide a reduced annual pension for the Member during his lifetime, and will provide that **60%** of such reduced ~~annual~~ pension shall be continued during the life of, and shall be paid to, his Spouse.

- (b) The amount of the **Member's** reduced annual pension under this option shall be **the** Actuarial Equivalent of the Member's retirement income payable under Section 9.01(b).

9.04 Election of Optional Forms

Subject to **the** requirements of Section 9.02, a Member may elect, in lieu of the form of retirement income as described in Sections 9.01(a) or 9.03, any optional form of retirement income contained in this Section. In the absence of an election, the Member shall be deemed to have elected the form of payment described in Section 9.01(a) or Section 9.03 as applicable.

Written election in prescribed form must be filed with the Administrator prior to the **Member's** Retirement Date. The retirement income payable under the elected option shall be the Actuarial Equivalent of the retirement income payable under the form as described in Section 9.01(a) or (b), as applicable, unless otherwise indicated. **Any** such option, including any option under paragraph (c) below, shall involve life contingencies, and any certain period shall not exceed the lesser of 15 years, and **the** period from the **Member's** Retirement Date to the day before attainment of age 86. Further, no guarantee shall be permitted on the pension to a Joint **Annuitant** except for the outstanding portion of any guaranteed term relating to the Member.

(a) Life Annuity – Guaranteed Term

A **Member** may elect to receive retirement income payable during his lifetime, with the provision that should the Member die before receiving payments for the guaranteed term (in complete years **only**) elected, **then** either **the** remainder of the payments shall be paid to the Beneficiary or the commuted value of **the** remaining payments shall be paid to the Beneficiary or **the** Member's estate.

(b) Life Annuity Continuing to Joint Annuitant

A Member may elect to receive retirement income payable during the Member's lifetime, with the provision that on his death after retirement a percentage of such income shall be continued during the life of, and shall be paid to, a specified Joint ~~Annuitant~~. Such percentage, elected by the Member, shall not exceed **100%** nor be less **than 50%**.

(c) Integration with Government Sponsored Pensions

If a ~~Member~~ retires prior to being eligible for **unreduced** pensions under the Old Age Security Act and Canada or Quebec-Pension Plan, the ~~Member~~ may elect that a greater amount of monthly pension be paid until the Member **is** first eligible for such government-sponsored pensions and a lesser amount of monthly pension be paid **thereafter**, so as to provide as nearly as possible a level **total pension taking** into account the adjusted pension under this **Plan**, and the anticipated pensions to the Member under the Old Age Security Act and the Canada or Quebec Pension Plan.

(d) Other Options

In **lieu** of any other form of retirement income specified in this Article, a Member may elect any alternative option **as** may be available from time to time and as may be approved by the **Administrator** and in accordance with Applicable Pension Laws and Revenue Rules.

9.05 Shortened Life Expectancy

Where prior to the commencement of retirement income a Member establishes, by a written statement from a qualified medical practitioner, that the Member has a life expectancy materially shorter than the life expectancy for the Member's age on the

then current Canadian Life Tables, the Company may direct either that the Actuarial Equivalent be paid in instalments for a guaranteed term, or in a lump sum settlement in Lieu of any retirement income and other benefits under the Plan.

9.06 Non-Commutability of Annuities

Subject to Section 9.05 and Articles 11, 15 and 16, an annuity required to be paid under the terms of the **Plan** shall not be surrendered, or commuted and paid in a lump sum, except that if the annual amount of retirement income is not greater than **2%** of the **YMPE** at the Date of Determination, the Administrator may direct the payment of the **Actuarial Equivalent** in a lump sum to the recipient.

Article 10 – Death Benefits

10.01 Death Benefits Prior to Normal Retirement Date

- (a) If the death of a Member occurs prior to his Normal Retirement Date, and if the Member has not completed two years of Continuous Service after becoming a Member, **no** benefit shall be paid from the Plan.
- (b) If the death of a Member occurs while accruing Continuous Service prior to his Normal Retirement Date, after the completion of two years of Continuous Service after becoming a Member, and either
 - (i) prior to the completion of six years of Continuous Service, or
 - (ii) after ~~the~~ completion of six years of Continuous ~~Service~~ but with no surviving Spouse,

a lump sum benefit is payable equal to the Actuarial Equivalent of the amount of retirement income, in respect of Credited Service or Plan amendments on or after January 1, 1987, that the Member would **have** been entitled to receive in accordance with Section 8.02 or Article 11, **as** applicable, had the Member retired or terminated employment on the date of death.
- (c) **The** lump sum in paragraph 10.01(b) shall **be** payable, in order of priority, to
 - (i) the Member's Spouse, unless waived in prescribed form in accordance with Applicable Pension Laws, or
 - (ii) the Member's Beneficiary, or

(iii) the Member's personal representative.

If there is any doubt as to the identity of the persons in paragraphs 10.01(c)(i), ~~1(ii)~~ ~~1(iii)~~ as to whether such person is the person legally entitled to receive any death benefit hereunder, payment may be withheld by the Administrator for a reasonable period of time to permit an investigation to be made. Any claimant shall on demand be obliged to produce such proof of identity as may be deemed reasonable in the circumstances by the Administrator.

- (d) The lump sum in paragraph 10.01(c) shall be paid in one of the following forms:
- (i) lump sum cash payment, or
 - (ii) if the claimant is the Member's Spouse, the Spouse may elect to transfer the benefit out of the Plan in accordance with Section 13.03.
- (e) If the death of a Member occurs prior to his Normal Retirement Date while accruing Continuous Service, after the completion of six years of Continuous Service, and the member has a Spouse, the Member's Spouse shall receive a retirement income equal to 50% of the Member's retirement income determined in accordance with Article 7 using the Member's date of death as his Date of Determination. If applicable, the amount of the retirement income payable to the Spouse shall be increased to the Actuarial Equivalent of the lump sum death benefit that would otherwise be payable under paragraph 10.01(b). The Spouse's retirement income shall be payable commencing the first day of the month following the death of the Member and for the lifetime of the Spouse. Where the Member and his Spouse have waived in prescribed form the Spouse's entitlement to the pre-retirement

death benefit, the benefit described in Section **10.01(b)** shall be paid in accordance with **10.01(c)**.

10.02 Death Benefits for Terminated Employees

- (a) If a Member has ceased to accrue Continuous Service and has an entitlement to retirement income benefits in accordance with Article **11**, and if the death of such Member occurs prior to the commencement of such retirement income, there shall be paid a death benefit determined in accordance with Section **10.01**.
- (b) The payment of benefit under this Section **10.02** shall serve as a full discharge of all obligations of the Plan.

10.03 Death Benefits After Retirement Date

If the death of a Member occurs after his Retirement Date there shall be paid to the Beneficiary any benefits due in accordance with the retirement income option elected, or deemed to have been elected, by the Member under Article **9**.

10.04 Commutation of Death Benefits

- (a) The amount of retirement income payable to a Member's Beneficiary under a guarantee option may, if so requested by the Beneficiary, be paid in a lump sum that is the Actuarial Equivalent of the remaining retirement income payments under the guarantee option.
- (b) The amount of any retirement income payable to a Member's estate under a guarantee option, shall be paid in a lump sum that is the Actuarial Equivalent of the remaining retirement income payments under the guarantee option.

10.05 **Beneficiary Designation**

A Member shall designate in writing a Beneficiary to receive any benefits that are payable under the Plan to a Beneficiary upon the death of such Member and may change such designation from time to time. Such designation or change must be in accordance with any law applicable to the Member and shall be in such form and executed in such **manner** as the Administrator may, from time to time, determine. Any designation or change must be filed with the Administrator. In the absence of an effective designation of a Beneficiary, the Administrator shall instruct the Funding Agency to make payment of any death benefits under the Plan to the estate of the Member and any such payment shall completely discharge all liability with respect to the amount paid.

Article 11 – Termination of Employment

- 11.01** A Member whose employment with the Company is terminated prior to the completion of two years of Continuous Service after becoming a Member, for any reason other than death or retirement, shall not be entitled to any benefit under the Plan.
- 11.02** A Member whose employment with the Company is terminated after the completion of two years of Continuous Service after becoming a Member, for any reason other than death or retirement, shall elect to receive benefits **as** follows:
- (a)** retirement income commencing at Normal Retirement Date, equal to the amount of retirement income computed in accordance with Article 7 using the Member's date of termination of employment **as** his date of Determination. Such retirement income shall be payable in accordance with Article **9**; or
 - (b)** in lieu of the deferred retirement income under paragraph (a) hereof, the Member may, provided he is not eligible to receive an immediate retirement income in accordance with Section **6.02**, elect to have the lump sum Actuarial Equivalent of such retirement pension transferred out of the Plan in accordance with Section **13.02**.

Paragraph **11.02(b)** **shall** also be applicable to a Member entitled to a deferred retirement income whose employment terminated prior to January **1, 1988**.

- 11.03** A Member whose employment with the Company is terminated, including a Member whose employment terminated prior to January 1, 1988, and who is entitled to receive a deferred retirement income commencing at his Normal Retirement Date may elect to receive an amount of pension which is the Actuarial Equivalent on any Early Retirement Date.

Article 12 — Disability Benefits

- 12.01** Notwithstanding anything to the contrary contained herein, where a Member becomes totally and permanently disabled, where such disability is **certified** by a qualified medical practitioner, and the Member qualifies for benefits from the Company's **disability** plan, **such** Member's Credited Service shall continue to accrue during the continuance of such disability but not past the earlier of the date the Member elects to receive benefits in accordance with Article **11** or the **Member's** Normal Retirement Date. It is provided that any such accrual of Credited Service shall cease at the discretion of the **Administrator** if evidence of continued total and **permanent** disability is not **furnished** by the Member- to the Administrator annually or at such other intervals as the Administrator **may reasonably** determine.
- 12.02** Where a Member has completed five years of Continuous Service and he is declared by the Administrator to be totally and permanently **disabled** and he is not eligible for Workers' Compensation benefits or any benefits from the Company's disability plan, he may retire under Section **6.02** and be entitled to early retirement benefits in accordance with Section **8.02**.
- 12.03** For purposes of this Plan total and permanent disability means any disability which, due to bodily injury or disease, permanently prevents a Member from engaging in his **occupation** or employment with the Company for which he is qualified, provided that it does not arise from or consist of chronic alcoholism, addiction to narcotics, wilfully **self-inflicted** injury or engagement in a criminal enterprise for which he is convicted or provides a written admission of guilt.
- 12.04** Total and permanent disability shall be certified in the first instance by a physician appointed by the Administrator. If the Member wishes to have the decision reviewed, he may submit to an examination by a physician of his own choice. If the finding of his physician is in variance with that of the **Administrator's** physician and

this difference is not resolved by them, then the two physicians shall appoint a third physician whose decision shall be final.

12.05 The Administrator may require the Member to submit to **further** medical **examinations**, not more **frequently** than once in each calendar year, to maintain his right to a continuing pension. If the Member refuses such exam&ion, or if he can no longer be certified **as** totally and permanently disabled and chooses not to return to active employment, he shall be considered a termination in accordance with Article **11**.

Article 13 – Portability

13.01 Transfer from Registered Plan of Previous Employer

Transfers from a previous employer's registered employee pension plan or deferred profit sharing plan will not be accepted as deposits into the Fund.

13.02 Transfer to Other Registered Plan

A Member **whose** employment with the Company is terminated and who is eligible to transfer his benefit out of the Plan under paragraph **11.02(b)**, may direct that the lump sum Actuarial Equivalent of his benefit be transferred to:

- (a) another registered employees' pension plan;
- (b) an insurance company for the purchase of a life annuity contract; or
- (c) such other registered vehicle **as** may be approved under Applicable Pension Laws;

as designated by the Member; provided, however, that the administrator of such plan or vehicle agrees in writing to administer such transferred benefit as a deferred life annuity within the conditions of Applicable Pension Laws. The Member may elect to make such a transfer:

- (d) upon termination of employment with the Company; or
- (e) at any other date as may be **authorized** by the Administrator.

13.03 Transfer Options for Cash Settlements

Where a lump sum is payable to a Member under Section 9.06 or to a Member's Spouse under subparagraph 10.01(d)(ii), the Member or Spouse, as applicable, may direct that such lump sum be paid in one of the following forms:

- (a) lump sum cash payment,
- (b) transfer to another registered employees' pension plan,
- (c) transfer to such other registered vehicle as may be approved under Applicable Pension Laws, or
- (d) purchase of an immediate life annuity or a deferred life annuity commencing no later than December 31 of the calendar year during which the Member or Spouse, as applicable, attains age 71 in a form acceptable under Revenue Rules.

13.04 Limitation on Transfers

- (a) An amount transferred in accordance with Section 13.02 or 13.03 shall not exceed, if such transfer is made to a registered retirement savings plan or to a money purchase provision of a registered pension plan, the product of:
 - (i) the annual amount of retirement income commencing at the Member's Normal Retirement Date, calculated using the Member's appropriate Date of Determination, and
 - (ii) the appropriate factor from the following table:

Member's Attained Age at Date of Calculation	Factor
Under 50	9.0
50	9.4
51	9.6
52	9.8
53	10.0
54	10.2
55	10.4
56	10.6
57	10.8
58	11.0
59	11.3
60	11.5
61	11.7
62	12.0
63	12.2
64	12.4
65	12.4
66	12.0
67	11.7
68	11.3
69	11.0
70	10.6
71	10.3

For non-integral ages, the appropriate factor shall be determined on an interpolated basis.

- (b) If the amount to be transferred exceeds the maximum transferable amount in accordance with paragraph (a), the excess shall be paid to the Member in **cash** or remain in the Plan to provide a retirement income to the Member, as specified in Applicable Pension Laws and as permitted under **Revenue** Rules.

Article 14 – Contributions and Funding

14.01 Company Contributions

Based upon the amounts determined by the Actuary, the Company will contribute with respect to each Plan Year to the Fund such amounts as are necessary to provide for the benefits accruing in that Plan Year and to fund any unfunded liability and any solvency deficiency in accordance with, and within the time **limits** specified in, Applicable Pension Laws. Notwithstanding the foregoing, contributions made to the **Plan** after **1990** by the Company shall only be made if they are eligible contributions in accordance with Revenue Rules.

14.02 Fund

- (a) The retirement income and other benefits provided under the Plan shall be financed by a Fund established for the purposes of the Plan under which **all** contributions and investment income are held to pay such retirement income, other benefits and expenses.
- (b) The Company shall be responsible for the selection of a Funding Agency. The Fund or a portion thereof shall be maintained and administered by the Funding Agency in accordance with the terms of a Funding Agreement entered into between the Company and the Funding Agency. The Company and the Funding Agency may agree to amend the form and the terms of the Funding Agreement at any time. The Company may further appoint an **organization** licensed in Canada to provide investment management services to manage the investment of any portion of the Fund. The Company may replace any Funding Agency or investment manager at any time, in accordance with the terms of any applicable agreement or contract.

- (c) The Funding Agreement is ancillary to the Plan and is intended to receive contributions made to the Plan and to give effect to the provisions of the **Plan** relating to the safekeeping and investment of the assets of the Fund and to facilitate the payment of the benefits and other payments properly made under the Plan, in accordance with Applicable Pension Laws and Revenue Rules, and not to create rights to payments from the Fund that are in addition to those payments expressly provided under the Plan. In the case of conflict between the provisions of the Plan and those of the Funding Agreement, the provisions of the Plan shall *govern*.
- (d) **Subject** to Applicable Pension Laws, the retirement income and other benefits payable under the Plan shall only be paid to the extent that they **are** provided ~~for~~ by the assets held under the Fund.
- (e) The investment of the Fund shall be made in accordance with Applicable Pension Laws and Revenue Rules. The Company shall establish a written statement of investment policies and goals for **the** Plan.
- (f) Fees of the Funding Agency, fees of an investment manager, **investment** brokerage, transfer taxes and similar **costs** arising **as a result** of the making of investments, sale of assets or **realization** of investment yield, and the expenses reasonably incurred or compensation properly paid in the course of the administration of the Plan shall, at the option of the Company, be paid directly by the Company or from the Fund.

Article 15 – Protection of Benefits

15.01 Non-Assignability of Benefits

Except as permitted under Section 15.02, no benefit, right or interest provided under the Plan shall be capable of anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, seizure, attachment or other legal or equitable process.

15.02 Support and Division of Property on Marriage Breakdown

- (a) Subject to Applicable Pension Laws and pursuant to a written agreement, decree, order or judgment of a competent tribunal, a benefit payable under the Plan may be subject to execution, seizure or attachment in satisfaction of an order for support or maintenance or may be assigned, pledged, charged, encumbered or alienated to satisfy a division of matrimonial property.
- (b) The determination of the benefit payable to a person under paragraph (a) and of the Member's remaining benefit entitlements shall be subject to Applicable Pension Laws and Revenue Rules.
- (c) The Member's benefit entitlements shall be reduced to account for the value of any settlement made under paragraph (a). Such reduction shall be determined in accordance with Applicable Pension Laws and Revenue Rules.

15.03 Facility of Payment

If the Administrator shall receive satisfactory evidence that

- (a) a person entitled to receive any payment provided for in the Plan is physically or mentally **incompetent** to receive such payment and to give a valid release therefor,
- (b) another person or an institution is then **maintaining** or has custody of such payee, and
- (c) no guardian, committee or other representative of the estate of such payee has been duly appointed,

then the **Administrator** may direct the payment to the person or institution specified in paragraph **(b)**, and such payment shall be a valid and complete discharge to the Plan for the payment.

In the absence of the appointment of a legal guardian, any benefit payable to a minor may be paid to such adult or adults as have assumed the custody and principal financial support of such minor.

Article 16 – Amendment or Discontinuance.

16.01 Amendment

It is the intention of the Company to continue this Plan indefinitely but the Plan may be amended at any time, and from time to time in accordance with any then applicable Collective Agreement between the Company and any bargaining unit covered under this Plan, and all such amendments shall be binding on the Company and on every Member.

No amendment shall adversely affect the right of a retired Member to continue to receive his pension under the Plan, or adversely affect any vested right **as** the same exists under the Plan at the date of such amendment, or reduce the benefits which the Member has accrued to the date of **the** amendment, or reduce any benefits to which the Member had become entitled under the terms of the Prior Plan, except

- (a) **as** provided under the remaining Sections of this Article, or
- (b) when the purpose of the amendment is to maintain registration of the Plan under Applicable Pension Laws and the **Income Tax Act**.

Any such benefit reductions shall be subject to conditions or approval procedures under Applicable Pension Laws.

Any amendment of the Plan shall be made by **a** certificate of amendment

- (c) executed by an **officer** of the Company **authorized** by a **resolution** of the Board to amend the Plan, and

- (d) **co-signed** by the president and secretary of each of the Trade Unions whose members are affected by the amendment.

16.02 Certification of Post-1989 Additional Benefits

An amendment to the Plan which creates additional benefits in respect of a **period** of employment after **1989** and which must be certified by the Minister of National Revenue in accordance with Revenue Rules shall not be effective in respect of a Member until such certification has been received for that Member, and such additional **benefits** will not be paid as a result of the amendment, prior to certification. The Company **shall** not make any contributions to the Plan in respect of such amendment until certification has been applied for.

16.03 Discontinuance

- (a) If the **Plan** is discontinued, no part of the assets **shall** be retained by or returned to the Company. All funds then held in trust for the benefit of the Members shall be used, after providing for expenses of the Plan, to the extent sufficient to provide benefits **in** order of priority on advice of the Actuary, *change to "proportional"* having regard to an **equitable** distribution of available assets and the requirements of the Applicable Pension Laws.
- (b) Any pensions provided under this Article shall be payable in such optional form as the Member may have elected prior to the date of discontinuance of the Plan, or **failing** such election, in the normal form described in **Article 9** (Payment of Retirement Benefits).
- (c) Upon discontinuance of the Plan, except for benefits **falling due under** the Plan as in effect prior to the date of discontinuance, no payments shall be made under this Article until:

- (i) the Company shall have paid into the Fund any outstanding Company contributions due prior to the date of discontinuance of the Plan; and
 - (ii) the Actuary shall have prepared a report concerning the allocation of assets and the method of funding to be adopted, and such report shall have been approved by the appropriate authorities in accordance with Applicable Pension Laws.
- (d) If the Plan is discontinued, then notwithstanding the aforesaid, the Plan will be ~~terminated~~ in accordance with Applicable Pension ~~Laws~~ and Revenue Rules.

Article 17 — Disclosure

17.01 Plan Explanation

Within the **60** day period after the date an Employee becomes eligible for membership in the Plan, the Company shall provide to such Employee a written description of the Plan. Such description shall explain the pertinent terms and conditions of the Plan and amendments thereto as applicable to the Employee, and shall outline the rights and obligations of the Employee with reference to the benefits available under the Plan.

Unless such notification is dispensed with by the jurisdiction having authority under Applicable Pension Laws, then not later than **60** days after registration of any amendment to the Plan, the Company shall provide a similar explanation of the amendment to each Employee affected by the amendment.

17.02 Inspection

The Company **shall** permit a Member or the Member's **authorized** agent to inspect, or make extracts from, the Plan text and any other related documents required to be made available under Applicable Pension Laws, at any reasonable time and location as may be agreed to by the Administrator and the Member or the Member's **authorized** agent, in accordance with the Applicable Pension Laws.

17.03 Benefits Statement

- (a) Within six months after the end of each Plan Year, the Company shall provide to each Member a written statement describing the benefits the Member has earned to date and such other information as **required** under Applicable Pension Laws.

- (b) Upon cessation of employment of a Member or upon termination of the Member's active membership in the Plan, the Company shall provide to the Member (or the person entitled to benefit in the event of the Member's death) within **30** days a written statement of the benefits and options to which the Member is entitled.

17.04 Other Information

The Company **shall** provide such other information regarding the Plan, **statistical** or **otherwise**, as is required under Applicable Pension **Laws** and Revenue Rules,

Article 18 – Administration

18.01 The Administrator

- (a) The Company is the sponsor of the Plan.
- (b) The Company is the Administrator of the Plan for all purposes including, without limitation, for purposes of Applicable Pension Laws and Revenue Rules.
- (c) The Plan and the Fund shall be administered by the Administrator in accordance with the Plan, the Funding Agreement, written statement of investment policies and **goals** for the Plan, Applicable Pension Laws and Revenue Rules.
- (d) All benefits under the Plan shall be approved by the Administrator, and payment thereof shall be made only upon application therefor in the manner prescribed by the Administrator and upon submission of such relevant supporting evidence as may be **required**. Any person receiving or claiming any benefit under the Plan **shall** furnish to the **Administrator** satisfactory evidence to demonstrate entitlement.

18.02 Power to Delegate

- (a) The **Administrator** may appoint one or more agents to carry out any act or transaction required for the administration and management of the Plan and the Fund or may retain advisors. Every agent appointed by the Administrator shall report to and shall be subject to the direction and continuing supervision of the Administrator.

- (b) The Administrator may rely in good faith on the statements or reports of the Funding Agency, the Actuary, an accountant, an appraiser, a lawyer or other professional advisor retained for such purposes.

18.03 **Advisory Committee**

- (a) An Advisory Committee shall be established consisting of one representative from each of the following groups:
 - (i) Frontier Lodge **171**, International Association of Machinists and Aerospace Workers,
 - (ii) Riverside Lodge **939**, International Association of Machinists and Aerospace Workers,
 - (iii) non-union office staff of Fleet Industries Division, and
 - (iv) retired Members.
- (b) The purposes of the Advisory Committee are:
 - (i) to monitor the administration of the Plan;
 - (ii) to make recommendations to the Administrator respecting the administration of the Plan; and
 - (iii) to promote awareness and understanding of the Plan on the part of Members and other persons receiving benefits from the Plan.
- (c) **An** annual review meeting will be held and will be attended by:

- (i) the Company's Actuary,
- (ii) a representative from the investment manager,
- (iii) the Company's pension committee,
- (iv) a representative from the Funding Agency (if requested), and
- (v) the Advisory Committee.

The meeting will be held at a location appropriate to all concerned parties.

- (d) In addition to the annual review meeting, each of the Company and the Advisory Committee may convene one additional meeting per **Plan** Year to deal with any pension concerns.
- (e) The meetings described in subparagraphs (c) and (d) above will be scheduled during normal business hours.
- (f) The following items shall be provided to the Advisory Committee on a timely basis:
 - (i) quarterly investment performance **report**,
 - (ii) annual summary of the Fund's investment portfolio,
 - (iii) annual information return, and
 - (iv) actuarial valuation report filed under Applicable Pension Laws.

18.04 No Personal Liability

Subject to Applicable Pension Laws, neither ~~the~~ Administrator, the Company, nor any director or ~~officer~~ or other employee of the Company shall be liable to any person whatsoever for anything done or omitted to be done in respect of the administration of the Plan, except where the ~~act~~ or omission was fraudulent or in bad faith on ~~the~~ part of ~~the~~ person ~~against~~ whom a claim is made.

18.05 Indemnification

The Company shall ~~indemnify~~ and save harmless any employee, officer or director of the Company whose responsibilities or duties ~~involve~~ any aspect of the administration of the ~~Plan~~ from personal liability in respect of their respective acts or omissions in respect of ~~the~~ administration of the Plan, except where the act or omission was fraudulent or in bad faith on the part of the employee, ~~officer~~ or director.

Appendix A – Previous Basic Benefit Rates

A.01 The following is a list of Basic Benefit Rates previously in effect, with respect to Section 2.11 of the Plan.

Effective Date	Basic Benefit Rate
October 1, 1989	\$21.00
October 1, 1988	20.00
October 1, 1987	19.00
October 1, 1986	18.00
October 1, 1985	16.00
October 1, 1983	15.00
October 1, 1981	13.00

A.02 There was a different structure to the retirement income formula for Members who retired prior to October 1, 1981.

175 Bloor Street East
South Tower, Suite 1501
Toronto, Ontario M4W 3T9
416 960-2700
Fax: 416 900-2819

Towers Perrin

CONFIDENTIAL

June 2, 1993

Ref: 04828/002

Ms. Barbara DiCorrado
Benefits Administrator
Fleet Industries
P.O. Box 400
1011 Gilmore Rd.
Fort Erie, Ontario
L2A 5N3

VIA FAX

Dear Barb:

RE: VERIFICATION OF TRANSFER VALUE

Attached are individual calculations representing the amount to be transferred back to the Industries Plan from the Aerospace Plan, along with some notes explaining the worksheet.

When discussions on this transfer value started, the most current data available was data as of 1.10.91. Thus all calculations have been done using the 1991 data base, which shows service, including transferred service, up to 1.10.91. However, we know that, although service was transferred for the period 1.10.90 to 1.10.91, no corresponding assets were transferred.

The transfer amount, therefore, must be determined in two parts:

- (1) determine the transfer amount in respect of all service transferred up to 1.10.91, and
- (2) determine the transfer amount in respect of service transferred for the year 1.10.90 to 1.10.91.

The amount of assets to be transferred back to the Industries Plan as of 1.10.91 is the difference between (1) and (2). This amount must then be brought forward with interest to the actual date of transfer. The enclosed materials show the two calculations described above.

Ms. Barbara DiCorrado
June 2, 1993
Page 2

Towers Perrin

I trust these materials will enable the Union's actuary to verify the amounts communicated, Please call if you have any questions.

Yours truly,



Claire Vaenstra

CV/lp

Enci.

cc: Owen M. O'Neil -Towers Perrin
Pierre Charette -Towers Perrin

Direct Dial: (416) 960-2854

FLEET INDUSTRIES

Transfer of Service

NOTES – WORKSHEET.

1) Headings

- **1ST OUT, 2ND IN, 2ND OUT, ...:** Transfer dates between the Industries Plan and the Aerospace Plan.
 - > OUT meaning transfer from **Ind. Plan** to **Aero. Plan**
 - > IN meaning transfer from **Aero. Plan** to **Ind. Plan**

 - **SVC CALC :** Indicates the number of months as a member of the Aerospace Plan at **1.10.91**, excluding **service** transferred **from** the Industries Plan.

 - **SVC ON FILE :** Indicates the number of months of service credited to the **Aerospace Plan** at **1.10.91**, **including service** transferred from the **Industries Plan**.

 - **SVC DIFF :** Difference between **SVC CALC** and **SVC ON FILE**, which **is** the number of months that has been transferred from the Industries Plan to the Aerospace Plan up to **1.10.91**.

 - **1st BEN RATE :** Benefit Rate associated with the first block of months transferred.

 - **lot MTS :** **1st block** of months transferred.

 - **2nd, 3rd and 4th BEN RATE :** Benefit Rate associated with the second, **third and** fourth **block** of months transferred.

 - **2nd, 3rd and 4th MTS :** **2nd, 3rd and 4th block** of months transferred.
- P.S.: Most recent service was transferred first and so on.
Benefit **Rate** associated with a block of **service** is the rate in effect while the employee was accruing that service in **the Industries Plan**.
- **PENSION ANNUAL :** equals the **1st BEN RATE** times the **1st MTS** plus **2nd BEN RATE** times the **2nd MTS** plus **3rd BEN RATE** times the **3rd MTS** plus **4th BEN RATE** times the **4th MTS**.

2) Basis Used.

- Mortality Table: **GAM83**
- Interest Rate: **W% (Valuation Rate)**
- Normal Form: **Married -> Joint & 50% Survivor**
Single -> Life Only
- Retirement Age: **65**

3) Total liability at June- 1, 1993

- The total liability at **1.10.91 (\$87,168)** has been brought forward to **1.06.93 with Interest** at the valuation rate of **7% (\$ 97,600)**.

SVC DIFF	1st BEN RATE	1st MTS	2nd BEN RATE	2nd MTS	3rd BEN RATE	3rd 4th BEN TS/TS	4th BEN RATE	4th MTS	PENSION ANNUAL	FACTOR	VALUE PENSION
13	18	13	0	0	0	0	0	0	234	1.657681	\$387.90
52	9	17	2	35	0	0	0	0	223	5.851329	\$1,304.85
14	18	14	0	0	0	0	0	0	252	1.171693	\$295.27
108	16	12	10	28	9	68	0	0	1084	1.545009	\$1,675.87
8	18	8	0	0	0	0	0	0	144	1.255537	\$180.80
2	10	2	0	0	0	0	0	0	20	2.537636	\$50.75
2	19	2	0	0	0	0	0	0	38	0.724054	\$27.61
45	13	45	0	0	0	0	0	0	585	1.657681	\$969.74
163	10	30	9	133	0	0	0	0	1497	3.404916	\$5,097.16
145	9	14	6	131	0	0	0	0	912	2.537636	\$2,314.32
325	10	16	9	309	0	0	0	0	2941	6.344775	\$18,639.98
7	18	7	0	0	0	0	0	0	126	2.711054	\$341.59
2	10	2	0	0	0	0	0	0	20	4.132053	\$82.64
11	19	11	0	0	0	0	0	0	209	7.488774	\$1,565.15
164	10	28	9	138	0	0	0	0	1502	1.777900	\$2,670.41
71	13	7	10	42	9	22	0	0	709	4.274680	\$3,030.73
183	10	44	9	139	0	0	0	0	1691	2.361187	\$3,992.77
241	2.5	17	3	224	0	0	0	0	714.5	6.344775	\$4,533.34
30	15	30	0	0	0	0	0	0	450	1.907454	\$858.35
7	19	7	0	0	0	0	0	0	133	2.198095	\$292.35
163	10	10	9	153	0	0	0	0	1477	3.342156	\$4,936.36
8	15	8	0	0	0	0	0	0	120	2.935892	\$352.31
84	16	15	15	3	10	28	9	38	907	4.618114	\$4,188.63
68	13	68	0	0	0	0	0	0	884	2.537636	\$2,243.27
5	20	5	0	0	0	0	0	0	100	0.952650	\$95.29
132	10	12	9	140	0	0	0	0	1380	2.047201	\$2,825.14
17	18	17	0	0	0	0	0	0	308	0.952650	\$291.57
18	18	18	0	0	0	0	0	0	324	0.776432	\$251.24
20	18	20	0	0	0	0	0	0	360	2.728731	\$982.34
17	18	17	0	0	0	0	0	0	306	0.776432	\$237.28
170	10	35	9	135	0	0	0	0	1565	2.361187	\$3,695.26
174	10	27	9	147	0	0	0	0	1593	3.160704	\$5,035.00
179	10	30	9	149	0	0	0	0	1641	2.361187	\$3,874.71
43	15	18	10	25	0	0	0	0	520	7.488774	\$3,894.16
39	15	39	0	0	0	0	0	0	585	0.952650	\$557.42
41	15	41	0	0	0	0	0	0	615	1.186894	\$729.94
9	10	9	0	0	0	0	0	0	90	2.198095	\$197.83
129	10	22	9	107	0	0	0	0	1183	4.770333	\$5,643.30
3	19	3	0	0	0	0	0	0	57	0.830504	\$47.34
71	13	71	0	0	0	0	0	0	923	5.941598	\$5,484.09
20	18	20	0	0	0	0	0	0	360	1.093564	\$393.68
11	18	11	0	0	0	0	0	0	198	1.020742	\$202.11
81	10	28	9	53	0	0	0	0	757	2.537636	\$1,920.99
45	15	45	0	0	0	0	0	0	676	1.093564	\$738.16
23	15	23	0	0	0	0	0	0	345	1.777900	\$613.98

TOTAL: \$97,762.29
 SVC FOR FY '91 (10,593.81)
 % 87.168.48

C:\FLEET\TRSVC81.WK3

worksheet to calculate the transfer values for aero members
with Industries service at 1.10.91

DIV.	Name	S.I.N.	Months	Birth date	AGE	Sex	Factor	Ben. Rate @ term.	Value of SVC trsf.
1	WEBB	238104681	12	11 4 33	58	f	5.9418	13	928.89
1	RUEGG	404129363	12	13 11 28	63	m	7.4888	10	898.65
3	LUNN	404675738	12	13 6 42	49	in	2.5378	13	395.87
2	GILMOUR	404676843	3	18 1 48	47	f	2.7110	18	146.40
3	HORTON	405627043	107	16 5 43	48	m	2.3612	9	2,273.82
2	NIZNIK	407664062	12	27 8 41	50	m	2.7287	18	589.41
3	JOYCE	413281239	7	15 I 46	47	m	2.1981	19	292.35
3	HENDRY	415938778	12	24 I 36	56	m	4.2747	9	481.66
2	LALOR	426614871	11	18 5 34	57	m	4.6181	9	457.19
1	BERGER	432970721	28	12 2 60	42	m	1.5660	9	394.63
1	BAILLARGEON	444861397	12	29 I 54	38	m	1.1717	18	253.09
1	BIGGINS	446269574	11	16 6 52	39	m	1.2555	18	248.60
2	WILLIAMS	446664179	12	24 6 54	37	m	1.0938	18	236.21
2	ZANATTA	447050907	12	3 12 54	37	m	1.0935	15	186.84
2	NADALIN	449831916	12	7 5 56	35	m	0.9529	18	205.82
1	WILLICK	451490205	7	23 8 55	38	m	1.0207	18	128.61
3	MAJKUT	456284504	2	28 9 56	35	m	0.9529	20	38.11
2	OAKLEY	459381521	12	10 6 59	32	m	0.7764	18	167.49
1	SINCLAIR	462225467	12	15 9 56	35	m	0.9529	15	171.61
3	AHED	465542017	3	16 8 48	43	m	1.6577	18	89.51
3	WALKER	465437325	3	27 1 59	33	m	0.8305	19	47.34
3	CARBONE	470008988	2	28 5 60	31	m	0.7241	19	27.51
2	STAPLETON	470344029	12	11 8 56	35	f	1.1869	18	213.64
1	NEPP	47168241a	12	3 1 60	32	m	0.7764	18	167.49
3	HARRIS	602137242	11	30 4 28	63	m	7.4888	19	1,565.15

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10593.81

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