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between

ARNPRIOR DIVISION OF
BOEING CANADA

and

INTERNATIONAL ASSOCIATION
OF MACHINISTS AND
AEROSPACE WORKERS

LOCAL LODGE No. 1542

EFFECTIVE MARCH 7, 1991

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PRODUCTION AND
MAINTENANCE AGREEMENT

between

**ARNPRIOR DIVISION OF
BOEING CANADA**

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**INTERNATIONAL ASSOCIATION
OF MACHINISTS AND
AEROSPACE WORKERS**

LOCAL LODGE No. 1542

EFFECTIVE MARCH 7, 1991

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AGREEMENT

THIS AGREEMENT, dated this 7th day of March 1991 by and between Arnprior Division of Boeing Canada, Arnprior, Ontario (the term "The Company" being hereinafter deemed in each instance to refer to such Corporation) and the International Association of Machinists and Aerospace Workers C.L.C.-A.F.L.-C.I.O. and its Local Lodge No. 1542 now and hereafter representing employees of the Company (the term "The Union" being hereinafter deemed in each instance to refer to the International Association of Machinists and Aerospace Workers C.L.C.-A.F.L.-C.I.O. and its Local Lodge No. 1542 in reference respectively to the collective bargaining unit which it is identified and *the* employees therein):

WITNESSETH that

WHEREAS, the parties have negotiated the terms and conditions of a collective bargaining agreement (hereinafter referred to as the "Agreement") relating to employees of the company represented by the Union and more particularly described in this Agreement and to the wages, hours and other terms and conditions of employment of such employees, and the parties' desire to reduce *the* Agreement in writing:

NOW, THEREFORE, in consideration of mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE I - COVERAGE

Employees covered by this Agreement shall be all those employees at Arnprior save and accept supervisors, foremen, technical personnel and office and sales staff as certified by the Ontario Labour Relations Board dated at Toronto *the* 3rd day of January 1964.

ARTICLE II - RIGHTS OF MANAGEMENT

SECTION A. Management of Company

The management of the Company and the direction of the work force is vested exclusively in the Company subject to **the** terms of this Agreement without limitation implied or otherwise, all matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Company in accordance with such policy or procedure as the Company from time to time may determine.

SECTION B. Subcontracting

It shall be the Company's unilateral right without limitation to determine and designate at any time the work to be undertaken and performed by the Company and the locations where such work is to be performed and to activate or deactivate any operations or activities at any time. It shall also be the Company's unilateral right at any time without limitation to subcontract to any other corporation, firm or person whatever work it determines and designates.

ARTICLE III - UNION SECURITY

All employees who, on the date of signing of this agreement, are Union members in good standing, or may become Union members in good standing, shall as a condition of employment maintain Union membership. All new employees hired at the date of signing of this agreement, shall, as a condition of employment, become Union members within **thirty** (30) calendar days from the date of employment and shall, as a condition of employment, remain Union members in good standing.

ARTICLE IV - CHECKOFF

1. The Company shall check off one initiation fee, reinstatement fee (where applicable) and Union dues as may be chargeable by the Union, or an equivalent amount, once each month from the wages of each employee in the bargaining unit, whether or not the employee is a member of the Union and this amount shall be forwarded by the Company to the Union forthwith. The deductions as aforesaid commence in the month in which this Agreement becomes effective.
2. **In** the event **an** employee's wages, earned during the **first pay-**roll period ending in any month, are insufficient to cover the deduction for current monthly Union dues, initiation fee or reinstatement fee, the Company will deduct the amounts owing therefore from wages earned during one of the subsequent pay-roll periods ending in the same month or following months.
3. The Company's obligation to make such deduction shall terminate automatically upon the termination of employment with the Company of the employee or upon his/her transfer to a plant, unit, or job not covered by this agreement.

4. The Company shall on or before the 15th calendar day of each month furnish to the financial secretary of the Union a written statement covering, for the current calendar month, the following:
 - a) the total amount of dues deducted;
 - b) the total amount of original initiation fees deducted;
 - c) the total amount of reinstatement fees deducted;
 - d) the names, employee number, the amount of deduction from each employee;
 - e) the names of employees from whose wages no deductions were made because their pay cheques were insufficient to make the appropriate deductions;
 - f) the Company shall at the same time, remit to the financial secretary of the Union its cheque for the amounts as shown under items a), b) and c) herein;
 - g) the Company will indicate on the T4 form the amount of Union dues deducted during the previous year.
5. The Union agrees that it will indemnify and save the Company harmless from any and all liability, claim, responsibility, damage or suit howsoever founded which may arise out of any action taken by the Company in accordance with the terms of this article.

ARTICLE V

UNION REPRESENTATIVE ON COMPANY PREMISES

SECTION A. Union furnish list of Representatives

The Union shall inform the Company in writing of the names of its officers and committee-persons who are accredited to represent it, which information shall be kept up to date at all times. Only persons so designated will be recognized by the Company as representatives of the Union.

SECTION B. Union Representatives access to Plant

A Grand Lodge Representative or his/her designated representative shall have access to areas in the Company's facility during work hours where employees in the bargaining unit defined in Article I here are assigned. Such access shall be for the purpose of investigating claims of grievance on the part of employees, participation in authorized Union meetings or Union and Company meetings, subject to the following:

1. The Company shall be required to admit only the Grand Lodge Representative or his/her designated representative.
2. The Grand Lodge Representative or his/her designated representative shall notify the General Manager or his/her designee of his/her intended visits to the Company's facility. Such notification shall be given reasonably in advance of such intended visit and shall include the approximate time of such visit or visits.
3. The Grand Lodge Representative or his/her designated representative upon being granted admittance to the Company's facility under this Section shall confine his/her visits to the area or areas for which clearance has been requested and such visits shall be at the time specified. During such visits there shall be no organizing, collecting or checking of dues, campaigning for Union or political office, or soliciting of any kind on Company premises. Grand Lodge Representatives or designated representatives thereof who fail to comply with the provisions of this Section shall forfeit their admittance rights.

SECTION C. Union Activity during working hours.

Solicitation of Union Membership or collection or checking of dues will not be conducted during working hours. The Company agrees not to discriminate in any way against any employee for Union activity, but such activity shall not be carried on during working hours except as specifically allowed by the provisions of this Agreement.

SECTION D. Committee-persons

1. The Union may designate employees as committee-persons. This Committee will consist of not less than two Committee-persons and shall remain within the guidelines of the following membership scale:

No. of Committee-persons per Unit Membership	
2	1-200
3	201-250
4	251-400
5	401-500

However, the Company agrees to recognize a minimum of one Committee-person on any shift in any Company facility where a minimum of ten employees are permanently assigned.

The Union may also designate one of the employees assigned by the Company to a Mobile Repair Party (MRP) as the Union Representative.

2. An employee while acting as a Committee-person shall not be laid off or transferred from his/her shop unit or shift provided work for which he/she is qualified and is willing to perform is available in his/her present or lower labour grade in such shop unit and shift.
3. The Committee-person will be promoted, demoted and recalled from layoff on the same basis as provided for other employees except that, in the event the shop unit or shift is deactivated and is later reactivated the former committee-person will be the first employee to be recalled to that shop unit or shift provided work for which he/she is qualified and is willing to perform is available.

SECTION E. Departure from work by Committee-persons

The Committee-person before leaving his/her assigned work on Union Business shall have authorization from the Union and permission to do so from his/her supervisor or the Charge Hand if the Supervisor has designated such authority to the Charge Hand before he clocks out on such Union business.

ARTICLE VI - BULLETIN BOARDS

The Company will provide a bulletin board in the shop. Such bulletin board shall be used only for the purpose of notifying employees of matters pertaining to Union business. All notices must be on Union stationery, signed by an accredited representative of the Union, and shall be submitted to the General Manager or his/her designated representative for approval prior to posting. Such approval shall not be unreasonably withheld.

ARTICLE VII - STRIKES AND LOCKOUTS

The Union agrees that during the term of this Agreement, and regardless of whether an unfair labour practice is alleged (a) there will be no strike, slow-down or walk-out and (b) the Union will not directly or indirectly authorize, encourage or approve any refusal on the part of employees to proceed to the location of normal work assignment where no rare or unusual physical hazard is involved in proceeding to such location. Any employee who violates this clause

shall be subject to discipline. The Company agrees that during the term of this Agreement there will be no lock-out of employees covered by this Agreement.

ARTICLE VIII • COOPERATION

All parties to this Agreement hereby commit themselves to the fullest cooperation with the object of maintaining efficient and uninterrupted production in the plant of the Company.

The Union agrees that each employee is responsible for the quality of his/her own work and the proper use and operation of equipment, tools and machines used by him/her in the performance of his/her work, provided he/she has been adequately trained and instructed on said work or equipment to be performed. Failure to comply with this requirement shall be considered grounds for disciplinary action.

ARTICLE IX - DETERMINATION OF DISPUTES

SECTION A. Settlement of Complaints, Grievances and Differences.

Grievances or complaints arising between the Company and its employees subject to this Agreement, or the Company and the Union with respect to the interpretation or application of any of the terms of this Agreement, shall be settled according to the following procedure. Subject to Paragraph 1.h) of this Article, only matters dealing with the interpretation or application of terms of this Agreement shall be subject to this grievance machinery.

1. In the case of grievances on behalf of employees:
 - a) The employee first shall discuss his grievance with the Committee-person and if the Committee-person considers the grievance to be valid, then the employee and the Committee-person will contact the first line supervision and will attempt to effect a settlement of the complaint. This procedure, however, will not prevent an employee from contacting first line supervision if he/she so chooses. If the purpose of the employee's contacting first line supervision is to adjust the grievance, the Committee-person shall be given an opportunity to be present and such adjustment shall be in conformity with this Agreement.

- b) If no settlement is reached within two (2) working days, unless extended by mutual agreement, the Committee-person shall reduce a statement of the grievance or complaint to writing, which shall contain the following:
 - i. The detailed facts upon which the grievance is based.
 - ii. Reference to the section or sections of the Agreement alleged to have been violated. (This will not be applicable in cases of dismissal or suspension for cause, or involuntary resignation.)
 - iii. The remedy sought.
- c) The Committee-person shall obtain the signature of the aggrieved employee on the written statement of grievance if the employee is willing to sign. The written statement of grievance then shall be submitted to first line supervision for reconsideration with a copy to the designated representative of the Company. After such reconsideration, which will not exceed five (5) working days, unless extended by mutual agreement first line supervision may settle the written grievance and, over his/her signature, indicate the disposition made thereof. Otherwise, first line supervision shall sign the grievance and the signatures of first line supervision and the Committee-person will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached, at which time the Committee-person promptly shall take up the grievance with a designated representative of the Company.
- d) If the Committee-person and the designated representative of the Company reach a settlement, they shall sign the grievance indicating the disposition made thereof.
- e) If no settlement is effected within ten work days (unless mutually extended) from the submission of the grievance to the designated representative of the Company and the Committee-person both shall sign the grievance and indicate that it has been discussed and reconsidered by them and that no settlement has been reached. The grievance then shall be submitted promptly to the Office of the General Manager of the Company and to the Office of the Grand Lodge Representative. The individuals respectively in charge of

these offices shall attempt to reach a settlement of the grievance and then shall sign the grievance indicating the disposition made thereof. The Committee-person and the grieving employee may, upon request of either party, participate in these discussions. If no settlement is effected within fifteen work days (unless mutually extended) of the submission of the grievance to these individuals it then shall be referred to Arbitration for a prompt hearing as hereinafter provided.

- f) All conferences resulting from the application of provisions contained in this Article shall be held during working hours.
- g) In cases of layoff the employee shall be given a copy of the layoff slip and he/she shall have the right to appeal such layoff in accordance with the foregoing grievance procedure, provided his/her Committee-person files a written grievance with the designated representative of the Company, within seven work days after the date of layoff.

In the event the employee is not available to be presented with his/her copy of the layoff slip, a copy will be sent to the employee by registered mail and the information also will be mailed to the Union office, and he/she shall have the right to appeal such layoff in accordance with the foregoing grievance procedure, provided his/her Committee-person files a written grievance with the designated representative of the Company, within seven work days after the date of the mailing of the layoff slip. The written grievance then shall be processed through subsequent steps if necessary.

- h) In case of dismissal or suspension for cause or of involuntary resignation, the employee shall be given a copy of the Termination of Service slip which will show the reason for such termination and he/she shall have the right to appeal such termination in accordance with the foregoing grievance procedure provided his/her Committee-person files a written grievance with the designated representative of the Company, within seven work days after the date of termination. In the event the employee is not available to be presented with his/her copy of the Termination of Service slip, a copy will be sent to the employee by registered mail and the information also will be mailed to the Union office, and

he/she shall have the right to appeal such termination in accordance with the foregoing grievance procedure, provided his/her Committee-person files a written grievance with the designated representative of the Company, within seven work days after the date of the mailing of the termination notice. The written grievance shall then be processed through subsequent steps if necessary. If settlement is not effected prior to Arbitration and the matter is appealed to Arbitration in accordance with subparagraph e), hereof, the Arbitrator shall have the discretionary power to decide such appeal on the basis of any information that he/she deems pertinent which is presented to him/her at the hearing.

2. In the case of any grievance which the Union may have against the Company or the Company may have against the Union, such grievance is hereby limited to matters dealing with the interpretation or application of terms of the Agreement and shall be handled as follows:
 - a) Such grievance shall be submitted to the designated representative of the Company or the designated representative of the Union, and shall contain the following:
 - i. Statement of the grievance setting forth in detail the facts upon which the grievance is based.
 - ii. The section or sections of the Agreement alleged to have been violated.
 - iii. The correction sought.
 - iv. The grievance shall be signed by the designated representative of the Union or the designated representative of the Company.
 - b) If no settlement is effected within ten work days (unless mutually extended) from the submission of the grievance to the designated representative of the Company the designated representative of the Union, both shall sign the grievance and indicate that it has been discussed and reconsidered by them and that no settlement has been reached. The grievance then shall be submitted promptly to the office of the General Manager of the Company and to the office of the Grand Lodge Representative. The individuals respec-

tively in charge of these offices shall attempt to reach a settlement of the grievance and then shall sign the grievance indicating the disposition made thereof. The Committee-person may, upon request of either party, participate in these discussions. If no settlement is effected within ten work days (unless mutually extended) of the submission of the grievance to these individuals it shall then be referred to Arbitration for a prompt hearing as hereinafter provided.

- c) All decisions arrived at under the provisions of this Article IX by the representatives of both parties to this Agreement, or the Arbitrator, shall be final and binding upon both parties, provided, however, that in arriving at such decisions neither the parties nor the Arbitrator shall have the authority to alter this Agreement in whole or in part.
3. Grievance claims involving retroactive compensation shall be limited to thirty calendar days prior to the written submission of the grievance to Company representatives, provided, however, that this thirty-day limitation may be waived by mutual consent of the parties.

SECTION B. Arbitration Proceedings and Selection of Arbitrators

Selection of Arbitrators and arbitration proceedings before them shall be conducted in accordance with the following:

1. The Company and the Union, jointly shall select and agree upon a panel of three persons who shall serve as Arbitrators. The names of the Arbitrators on the panel shall be arranged in alphabetical order and they shall be called in rotation. In cases when an Arbitrator is not available, the next Arbitrator on the panel shall be called.
2. In hearings before an Arbitrator, the designated representative of the Union and the designated representative of the Company shall present the contentions of the parties, provided, however, that either party may have present one additional representative. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties

shall be presented by written briefs. Such arguments of the parties shall be confined to and directed at the matters set forth in the grievance and may be supported by oral comment and rebuttal. The Arbitrator shall rule only on the basis of information presented in the hearing, and shall refuse to receive any information after the hearing except when mutually agreed to and in the presence of both parties.

3. The decision of the Arbitrator shall be made not later than one calendar week following the date of hearing (unless mutually extended) and shall be sent in writing to the designated representative of the Company and the designated representative of the Union.
4. The Company and the Union, shall by mutual consent fix the amount of compensation to be paid for the services of the Arbitrator. The Union or the Company, whichever is ruled against by the Arbitrator shall pay the compensation of the Arbitrator including his/her necessary expenses.

ARTICLE X - SENIORITY

SECTION A. Purpose and Definition

Both parties hereto agree that continued service over a period of time normally does increase the worth of an employee to his/her employer. Therefore, where Employee Performance Review group ratings are equal, the Company agrees to recognize seniority in case of promotions within the occupational groups included in this bargaining unit.

An employee who feels that he/she has been unjustly bypassed by the promotion of a less senior employee may challenge the accuracy of the relevant Employee Performance Review ratings.

SECTION B. Probationary Employees

For the first ninety (90) days of employment an employee shall be considered as on probation and without seniority. During such ninety (90) day period probationary employees may be reclassified, laid off or terminated at the discretion of the Company without recourse to the grievance procedure by either the employee or the Union.

SECTIONC. Establishment and Accumulation of Seniority

1. The seniority date of each employee, who, as of the effective date of this Agreement, is on the active payroll of the Company, within the Unit defined in Article I, is on authorized leave of absence from such Unit, or is acting in a supervisory capacity over employees in such Unit shall be in conformance with the seniority date carried on the Company's seniority records on the effective date of this Agreement for each such employee. The seniority date of each employee who, subsequent to the effective date of this Agreement, is hired, rehired or transferred into the Unit shall be the effective date of such hire, rehire or transfer, except as otherwise specifically provided in this Agreement.
2. On or after the effective date of this Agreement seniority accumulation shall include time spent on the active payroll of the Company:
 - a) by an individual within the Unit, or transferred into the Unit from the Office and Technical Unit, and
 - b) by an individual while acting in a supervisory capacity over employees in the Unit in which the individual was previously a member - plus
 - i. time lost by reasons of industrial accident, industrial illness, or jury duty,
 - ii. time spent on authorized leave of absence for Union business,
 - iii. time spent on authorized leave of absence granted to cover period of non-industrial accident or illness (not to exceed one year during any such period),
 - iv. the first thirty days of any other authorized leave of absence,
 - v. time on layoff from the Unit not to exceed, in each instance, a period of one year (less time on leave under paragraphs iii. and iv. above where such leave immediately precedes such layoff).

SECTIOND. Loss of Seniority

1. An individual shall lose seniority rights for the following reasons:

- a) Resignation. (**An** individual who, while on leave of absence, engages in other employment, or fails to report for work or to obtain renewal of this leave on or before its expiration, will be considered **as** having resigned.)
 - b) Discharged for cause.
 - c) Failure to respond within five (5) regular **work** days after dispatch of a recall from layoff, unless such period is extended by the Company.
 - d) Failure to report to work **within** five (5) regular work days after response or on such later date as may be designated by the Company.
 - e) Failure to keep the Employment Section of the Company notified of his proper address and by such failure the Company is unable to contact the employee by telegram or certified mail.
 - f) Absent for more than three (3) consecutive work days without permission unless such employee presents a reason which is satisfactory to the Company.
 - g) Layoff or on Leave of Absence, other than an authorized leave of absence for Union business, for a period of 3 years. In no event except for occupational disability or authorized Union leave of absence, shall seniority rights continue beyond this period of three years.
 - h) Retirement
2. **An** employee shall not lose seniority if he/she can submit positive proof it was impossible for him/her to comply with the requirements of paragraphs c), d) e) or f) in 1. above.
 3. Any employee of the Company outside of the Unit covered by this agreement who is discharged for cause or quits shall be considered a new hire without seniority if subsequently employed within the Unit.

SECTION E. Hiring and Promotion

When effecting a promotion, the employees to be promoted normally will be selected from employees on the next lower job classification in the applicable occupational group (Appendix A).

Consideration for promotion will be made in accordance with the application of seniority as defined in Section A. above.

Before hiring employees for existing job openings consideration for promotion shall be given to employees as provided in this Section E.

All job openings will be posted for a minimum of three (3) working days. A copy of each job posting will be transmitted to the Union. The above sentence shall not be subject to the grievance procedure.

SECTION F. Layoff

In effecting a reduction in force within any Occupational Group, those employees in the Occupational Group where the surplus exists will be laid off in the reverse order of seniority as acquired and defined in Section A., through C. of this Article. The Company may deviate and by-pass one or more less senior employees where otherwise the required skills would not be maintained in the Occupational Group. Where necessary the Company may transfer employees to other classifications in the Occupational Group.

SECTION G. Recall from Layoff

1. An employee who is laid off, or transferred as a result of layoffs in accordance with Section F. of this Article shall have recall or return rights to his/her classification in line of seniority for a period of three years following the effective date of the applicable reduction in force.
2. Where employees with seniority are to be laid off from an Occupational Group and probationary employees are working in other Occupational Groups the Company will grant a permanent transfer to such employees considered qualified by the Company to fill the position held by the probationary employee. The offer to transfer will be made to the qualified employees in order of seniority.

Once an employee refuses an offer to transfer he/she will follow the normal layoff procedures. An employee accepting the transfer will have ninety (90) calendar days to become acceptable to the Company in this new position or leave the new position because of personal dissatisfaction. This person will then go on layoff in the position he/she held prior to the transfer and will

only be called back when his/her original position becomes available. If he/she accepts the new position he/she will cease to have recall rights to the former position.

Any employee accepting the transfer to another job position will be paid the rate applicable to that job.

3. Before any new employees are hired those employees on active layoff from the Company who are considered qualified by the Company for any Production and Maintenance position that becomes available while they are on layoff will be offered that position.

Nothing in the foregoing sentence shall be subject to the grievance procedure by either the Company or the Union. Once an employee refuses an offer to return to the available position he/she will not be contacted further until the position he/she has been originally laid off from becomes available. An employee accepting a return to work to other than his/her original Occupational Group on layoff will have ninety (90) calendar days to become acceptable to the Company in this new position or leave the new position because of personal dissatisfaction. This person will then return to active layoff and will then only be called again when his/her original position becomes available. If he/she accepts the position he/she will then have a permanent position change to the new position and cease to have return recall rights to his/her former position.

Any employee accepting a return to work in another job position shall be paid the rate applicable to that job.

SECTION H. Employee Performance Review

The Employee Performance Review will be discussed with the employee and the Union representative shall, upon request, have access to the employee's evaluation when handling a complaint involving a promotion.

An employee, upon request, will have an opportunity at the time his/her Employee Performance Review is discussed with him/her to review his/her personnel folder.

The Company will make a demonstrative effort to effect Employee Performance Reviews in a twelve (12) month cycle.

SECTION I. Transfers and Reclassifications

1. The Company may offer an employee a lateral reclassification from one job classification to another or a reclassification to a lower grade job classification, subject only to the limitation of Section G. of this Article.
2. The Company may temporarily assign employees to perform work not customarily performed by employees in their classification for a period of not more than ninety (90) calendar days. Such temporary assignment will not be used repeatedly so as to circumvent the purpose of posting the job, or otherwise filling the position by a permanent move. Longer periods may be agreed mutually between the Company and the Union.

Where the temporary transfer is necessitated by a shortage of work, employees in the affected area will be transferred in line of seniority.

The Company will notify the Union of all temporary assignments.

3. Employees may request a lateral or promotional reclassification to a job classification and such request will be given proper consideration when openings occur subject to the limitation of Section E. and Section G. of this Article.

SECTION J. Supervisory Transfers

The Company may transfer or demote to positions within the Unit employees who accumulate seniority under Section C., paragraph 2.b) of this Article only if the employee has been a member of this Unit prior to becoming a Supervisor.

SECTION K. Seniority List

Every three (3) months the Company will supply the Union with a seniority list of the employees covered by this Agreement.

SECTION L. Nature of Seniority Rights

Seniority rights are those specified by effective written agreement between the parties and shall not be deemed to exist independently of such agreement.

SECTION M. Placement of Incapacitated Employee

An employee who has been incapacitated as a result of an occupational injury or disease or incapacitated as a result of non-occupational injury or disease while in the employment of the Company may be employed in other work which he/she can do without regard to any seniority provisions of the Agreement.

ARTICLE XI - LEAVE OF ABSENCE

The Company may or may not at its discretion, grant a leave of absence without pay to any employee requesting same. Seniority will continue to accrue during such authorized leave.

During an approved leave of absence for occupational or non-occupational disability the Company will pay all premium costs of the Ontario Health Insurance Plan and Aetna Group Insurance for employees who are members of these plans, commencing with the first premium due after the 30th calendar day of such approved leave of absence.

On request from the local lodge, the Company may grant leave of absence without pay to officials of the local lodge or their delegates for the transaction of Union business and attending trade union conventions. The number of granted leaves of absence, also the number of days granted, to be mutually agreed upon.

On request from the local lodge, the Company will grant leave of absence without pay to an employee for the duration of his/her full time employment by the local lodge of the International Association of Machinists and Aerospace Workers providing that the number of employees who at any one time shall be granted such leaves, shall be mutually agreed upon. Seniority shall continue to accrue during such leave of absence and such employee shall be rehired providing work for which he/she is qualified shall be available.

ARTICLE XII - HOURS OF WORK AND OVERTIME

The normal work week shall be forty (40) hours consisting of five (5) days of eight (8) hours per day, Monday through Friday inclusive. Time worked in excess of eight (8) hours in any one shift and all work performed on Saturday, except in the case of any shift

beginning in the preceding day and continuing into Saturday shall be paid at the rate of time and one half. Time worked on Sunday, except in the case of any shift beginning in the preceding day and continuing into Sunday shall be considered as overtime and such overtime shall be paid at the rate of double time.

Exception to the above rules will be in a case where the Company and **Union** agree in writing to institute a special four (4) day, ten (10) hour second shift. In such case the following rules shall be applicable:

- a) The normal work week shall be forty (40) hours consisting of four (4) consecutive ten (10) hour shifts, Monday through Thursday inclusive.
- b) Time worked in excess of ten (10) hours, Monday through Thursday, and all time worked on Friday, except in the case of any shift beginning the preceding day and continuing into Friday, shall be paid at the rate of time and one-half.
- c) Time worked on Saturday and Sunday except in the case of any shift beginning in the preceding day and continuing into Saturday shall be considered as overtime and such overtime shall be paid at the rate of double time.
- d) When a scheduled holiday occurs on any day Monday through Thursday, employees working this shift will receive ten (10) hours pay for such holiday.
- e) The four (4) day, ten (10) hour second **shift** may be cancelled by either party upon thirty (30) days written notice.
- f) When a scheduled holiday occurs on a Friday, employees working the special ten (10) hour second shift will celebrate the holiday on the preceding Thursday.
- g) It is understood that hours worked as referred to in b) of this Article can be defined as including company recognized sick leave and holiday credits.
- h) Normal shifts are construed as being:
 - 7:00 a.m. - 3:30 p.m.
 - 3:30 p.m. - 12:00 midnight or 10 hour shift
 - 3:30 p.m. - 2:00 a.m.
 - 12:00 a.m. - 7:00 a.m.

An employee who works a third shift of six and one-half hours will receive a bonus equivalent to one and one-half hours pay at his base rate. A pro-rata portion of that bonus will be paid when the employee works less than six and one-half hours on a regular third shift.

Any deviation from these hours will be discussed with the Union and premium time will be paid for hours worked between 3:30 p.m. and 7:00 a.m.

Nothing in this agreement shall be construed as a guarantee of forty (40) hours per week or eight (8) hours per day.

Employees shall be expected to cooperate when requested to work overtime. The Company will make a demonstrative good faith effort to give as much notice to employees requested to work overtime as conditions permit. The Company will first attempt to meet its overtime requirements on a voluntary basis among the employees who normally perform the particular work activity on a straight time basis on the shift where the overtime is scheduled.

The Company may operate any department or the whole plant on a multi-shift basis.

Employees who are required to work on the regular second shift shall be paid a shift premium of fifty (50) cents per hour. Employees who are required to work on the third shift shall be paid a shift premium of ten (10) cents per hour for hours worked.

These premiums are applicable only to hours worked.

When an employee is required to change from one shift to another, he/she shall normally be given twenty-eight (28) hours notice except in circumstances when Company requirements do not permit such notice.

For purposes of calculating pay for employees who arrive late for work, hours shall be divided into ten (10) units of six (6) minutes each.

0 to 3 minutes - no deduction

4 to 6 minutes - $\frac{1}{6}$ of one hour deduction

7 to 12 minutes - $\frac{2}{10}$ of one hour deduction and so forth.

The Union agrees that habitual lateness is a recognized reason for disciplinary action.

An employee who has left the Plant upon completion of his/her regular shift or assignment and is then instructed by the Company to report back for work shall receive a minimum of four (4) hours pay at his or her regular hourly rate or his or her actual overtime worked, whichever is greater.

An employee reporting for work on instruction of the Company but for whom no work is available will be paid four (4) hours time at his/her regular hourly rate. This provision shall not apply when such lack of work is due to a labour dispute, fire, flood, lack of heat or other causes beyond the control of the Company.

ARTICLE XIII - VACATION

SECTION A. - Eligibility

All regular full-time employees on the active payroll of the Company on May 31st of the vacation earning year shall be entitled to vacation with pay as follows:

1. An employee who on May 31st completes ten (10) or more years of Company service accumulated in accordance with Section C. of Article X shall receive four (4) weeks of vacation, with pay in accordance with Section B. of this Article.
2. An employee who on May 31st of the vacation earning year completes five (5) but less than ten (10) years of Company service accumulated in accordance with Section C. of Article X shall receive three (3) weeks of vacation, with pay in accordance with Section B. of this Article.
3. An employee who on May 31st of the vacation earning year completes one (1) but less than five (5) years of Company service accumulated in accordance with Section C. of Article X shall receive two (2) weeks of vacation, with pay in accordance with Section B. of this Article.
4. Employees who have not completed a full year of Company service accumulated in accordance with Section C. of Article X on May 31st shall receive vacation credit as follows:
 - a) An employee shall receive vacation credit at the rate of 6.66 hours for each month of Company service accumulated in accordance with Section C. of Article X completed during

the vacation year until such employee has, on May 31st, completed five (5) years of Company service accumulated in accordance with Section C. of Article X.

- b) **An** employee who on May 31st completes five (5) but less than ten (10) years of Company service accumulated in accordance with Section C. of Article X shall receive ten (10) hours of vacation credit for each month of service completed during the vacation earning year.
- c) **An** employee who on May 31st completes ten (10) full years or more of Company service accumulated in accordance with Section C. of Article X shall receive 13.33 hours of vacation credit for each month of such service completed during the vacation earning year.

SECTION B. Computation of Credit

Company agrees to pay 2% of all supplementary earnings (overtime pay and shift differential) for each week of vacation credits earned at the end of the vacation year on May 31st. This pay is to be reflected on the 2nd pay period following the week of May 31st.

Company agrees to pay earned vacation credit computed on the rate of 2% of base earnings for each week of vacation credits or forty hours at the current rate whichever is greater. The 2% of base earnings for each week of vacation credits is to be calculated as of May 31st and this will determine the employee's basic vacation pay. However, should an employee receive an increase in pay between this time and the time vacation is actually taken a new calculation will be computed to determine if his/her then current rate of pay is greater than that calculated on May 31st and if so he/she is to receive the vacation pay at the new rate.

Credit toward vacation with pay and/or pro rata vacation pay will be allowed for a month in which continuous active service begins on or before the 16th calendar day and for a month in which the continuous active service is interrupted on or after the 15th calendar day.

Continuous absence of thirty (30) calendar days or more for any reason will be deducted when vacation pay is calculated during the vacation year when the occupational disability occurs. Under this

circumstance vacation pay will be paid on a percentage basis only, at 2% of base earnings for each week of vacation entitlement that seniority dictates.

SECTIONC. Holidays During Vacation Period

When one or more of the holidays set out in Article XVII falls within the eligible employees vacation period he/she shall be granted an additional day/days of paid vacation.

SECTIOND. Vacation Credit Year

The vacation credit year shall be the period from June 1st of any calendar year through May 31st of the following calendar year. All employees with more than one year of Company service in accordance with Article X, Section C. must take a minimum of two weeks of their earned vacation within twelve (12) months following the vacation earning year.

ARTICLEXIV - SICK LEAVE

It is understood that the purpose of the sick leave provisions of this Article is to provide monetary compensation to employees who are entitled to such payment during periods of illness up to a maximum of five (5) work days, and to encourage regular attendance on the job.

SECTIONA. Eligibility

Upon completion of one (1) year of continuous active service an employee will be credited with 3.33 hours of sick leave for each month of such service and for each month of continuous active service completed thereafter.

SECTIONB. Effect on Sick Leave Credit when continuous active service is interrupted

Employees whose continuous active service is interrupted after completion of one (1) year because of layoff, retirement, extended sick leave or death, shall be entitled to receive pay for their unused sick leave credit. If continuous active service is interrupted for any other reason, pro rata sick leave will not be paid.

SECTION C. Computation of Credit

1. Credit toward sick leave will be allowed for a month in which continuous service begins on or before the 16th day and for a month in which continuous active service is interrupted on or after the 15th day.
2. Continuous absence of thirty (30) calendar days or more for any reason will be deducted when sick leave credit is calculated. However, absence for occupational disability will not be deducted during the sick leave credit year when the occupational disability occurs.

SECTION D. Accumulation of Sick Leave Credits

1. Except as provided in Section D.2, unused sick leave up to a maximum of five (5) work days will be accumulated for all employees. When an employee has accumulated a credit in excess of five (5) work days by January 1st of any calendar year, he/she shall be paid an amount equal to his unused sick leave in excess of five (5) work days.
2. Unused sick leave up to a maximum of twenty (20) days will be automatically accumulated by an employee unless he/she files a written request between December 1st and December 10th of any calendar year asking to have sick leave credits paid off in which case sick leave will be paid off during the month of January following.

SECTION E. Pay for Used Sick Leave Credits

1. Sick leave payment shall be computed at the employee's regular base rate of pay. Payment for a partial day's absence will be to the nearest $\frac{1}{10}$ hour recorded for the absence.
2. Sick leave pay for absence due to illness shall not be in excess of five (5) days in any calendar year except where an employee has exercised his option under the provision of Section D.2

SECTION F. Use of Sick Leave Credits

1. Sick leave credits are to be used only in the event of absence due to the following causes: (a) illness of employee and (b) medical or dental appointments which can be scheduled only during working hours.

2. In order to be entitled to sick leave pay, an employee must notify the Company on or prior to the day of absence due to illness or medical/dental appointment. The employee, or a person authorized to do so in his/her behalf, shall call the Switchboard for his/her plant or his/her supervisor and advise of such absence due to illness or medical/dental appointment.
3. Sick leave is not a form of vacation, and only in justifiable cases will sick leave be approved to come directly before or after vacation. For an employee to obtain approval of such sick leave, a written request must have been filed by the employee with the Company setting out the reasons therefore and enclosing substantiating evidence acceptable to the Company.

ARTICLE XV - BEREAVEMENT PAY

In the event of the death of the spouse (including common-law spouse as per Company definition), child, mother or father, sister or brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, grandchildren, or verified reasonable substitution agreed to by the Company, of any employee covered by this Agreement, such employee will be granted an excused absence of three (3) consecutive working shifts at his/her base rate of pay exclusive of all premiums, shift differential or overtime allowance.

Bereavement leave must be taken within seven (7) calendar days following the death, funeral or service. An employee must attend the funeral or service to be eligible for the payment provided in this Article XV.

ARTICLE XVI - WELFARE

The Company will continue to provide the same degree of Hospital and Medical Insurance coverage so long as the cost of this coverage does not increase.

The employee group insurance program includes life insurance, accidental death and dismemberment, disability income, supplemental health care, dental, vision care, and safety and health benefits as detailed in the document entitled "Group Insurance Program" dated April 1, 1991.

Pension Plan - As part of the Agreement, the Company will provide and maintain a Pension Plan under which the employees shall be required to contribute and for employees hired after September 1, 1978, participation in the Pension Plan shall be compulsory. The provisions are described in the Benefit Booklet.

ARTICLE XVII - JOINT HEALTH AND SAFETY COMMITTEE

1. There shall be established a Joint Health and Safety Committee with three (3) members selected by the Union and three (3) members selected by the Company. The Committee will make periodic tours of the plant and make written recommendations to the Company representative for the corrections of any hazards found. The Committee shall also make written recommendations as necessary for the safe operation of any machines or equipment and methods of use of any toxic or otherwise harmful chemicals or other material. This Committee will hold regular meetings and keep minutes of all recommendations and function as provided for Committees by the Ontario Health and Safety Act.
2. One of the committee members selected by the Union shall be designated as a Health and Safety Representative who shall function as provided in The Act.
3. The Joint Health and Safety committee shall be informed of the results of any testing or monitoring of hazardous conditions of materials as deemed necessary by the Committee. All testing shall be done in conformance with the Department of Labour (Safety Section 10) or persons suggested by them.
4. Any question arising that is not covered in this Article will be resolved by reference to The Ontario Health and Safety Act 1978.

ARTICLE XVIII - STATUTORY HOLIDAYS

1991 HOLIDAYS	DATE OF OBSERVANCE
Good Friday	Friday, March 29, 1991
Victoria Day	Monday, May 20, 1991
Canada Day	Monday, July 1, 1991
Civic Holiday	Monday, August 5, 1991
Labour Day	Monday September 2, 1991
Thanksgiving Day	Monday, October 14, 1991

1991 HOLIDAYS Cont.	DATE OF OBSERVANCE
Christmas Holiday	Monday December 23, 1991
Christmas Holiday	Tuesday, December 24, 1991
Christmas Day	Wednesday, December 25, 1991
Boxing Day	Thursday, December 26, 1991
Christmas Holiday	Friday, December 27, 1991 (in lieu of November 11, 1993)
Christmas Holiday	Monday, December 30, 1991 (in lieu of November 11, 1991)
Christmas Holiday	Tuesday, December 31, 1991
New Year's Day	Wednesday, January 1, 1992
1992 HOLIDAYS	DATE OF OBSERVANCE
Good Friday	Friday, April 17, 1992
Victoria Day	Monday, May 18, 1992
Canada Day	Friday, July 3, 1992
Civic Holiday	Monday, August 3, 1992
Labour Day	Monday, September 7, 1992
Thanksgiving Day	Monday, October 5, 1992
Christmas Holiday	Thursday, December 24, 1992
Christmas Day	Friday, December 25, 1992
Boxing Day	Monday, December 28, 1992
Christmas Holiday	Tuesday, December 29, 1992
Christmas Holiday	Wednesday, December 30, 1992
Christmas Holiday	Thursday, December 31, 1992 (in lieu of November 11, 1992)
New Year's Day	Friday, January 1, 1993
1993 HOLIDAYS	DATE OF OBSERVANCE
Good Friday	Friday, April 9, 1993
Victoria Day	Monday, May 24, 1993
Canada Day	Friday, July 2, 1993
Civic Holiday	Monday, August 2, 1993
Labour Day	Monday, September 6, 1993
Thanksgiving Day	Monday, October 4, 1993
Christmas Holiday	Friday, December 24, 1993
Christmas Day	Monday, December 27, 1993
Boxing Day	Tuesday, December 28, 1993
Christmas Holiday	Wednesday, December 29, 1993
Christmas Holiday	Thursday, December 30, 1993
Christmas Holiday	Friday, December 31, 1993 (in lieu of January 1, 1994)

Any employee who does not work his full regular shift on the work day preceding the paid holiday and the work day immediately following the paid holiday shall not be entitled to payment for the holiday unless such failure is due to:

1. Injury incurred at work on one of the two working days preceding the holiday.
2. Illness compensated with sick leave pay, or, certified illness of not more than two weeks duration, including the working day preceding or following the holiday.
3. Death in the family in accordance with Article XV - Bereavement during the five calendar days ending on the first working day following the holiday.
4. Jury Duty.
5. Lateness up to a period of one hour.

A bargaining unit employee who is required to work on any of the previously referred to holidays will be paid at the rate of double time for the hours worked, in addition to the day's holiday pay.

If the holiday is observed on some day other than the declared statutory holiday, then the work done on the statutory holiday will not be subject to overtime pay but work done on the assigned holiday will be subject to overtime pay.

When two or more types of overtime or premium compensation are applicable to the same hours of work only the high rate of compensation shall be paid. In no case shall overtime or premium compensation be duplicated or pyramided

ARTICLE XIX - RATES OF PAY

SECTION A. Established Rates

Labour grades and rates covering hourly rated job classifications included in the bargaining unit appear in Appendix B.

SECTION B. Automatic Progression

An employee on the active payroll on March 6, 1991 except for those who are eligible for an automatic progression shall receive the maximum base rate applicable to his/her labour grade. **An** employ-

ee on the active payroll on March 6, 1991, who is eligible for automatic progression and all employees hired after March 6, 1991 shall receive an automatic base rate increase of thirty (30) cents per hour each six months of employment unit he/she reaches the rate range maximum of the assigned labour grade.

In no event will the final increment in the progression system cause an employee's rate to exceed the maximum base rate in that labour grade. The provisions of the progression system do not apply to any employee whose base rate exceeds the rate range maximum of his assigned labour grade.

Nothing in this Article, however, shall limit the Company at any time from placing an employee at any level in the progression schedule. Employees on progression may be assigned any work for which they are classified. In no event however, will an employee be paid at a rate lower than the minimum base rate.

SECTION C. Upgrades and Downgrades

1. **An** employee reclassified to a higher grade job classification will receive, coincident with the effective date of the assignment, a base rate increase **equal** to the cents per hour differential between the maximum of his/her Labour Grade and the maximum of the Labour Grade of the higher classification.

An employee involved in a reduction in force (Article X, Section F) and who is reclassified to a lower grade job classification will receive, coincident with the effective date of the assignment, a base rate reduction equal to the cents per hour differential between the maximum of his/her Labour Grade and the maximum of the Labour Grade of the lower classification.

2. Changes affecting an employee's base hourly rate will be effective on Monday. When it becomes necessary to change an employee's status during the week, any rate change resulting from such action will be effective the following Monday.

3. Charge Hand Differential - Fifty (50) cents per hour over the employee's base rate of pay.

SECTION D. Rate Increases

1. Effective March 7, 1991, bargaining unit employees on the ac -

tive payroll or on approved leave of absence will receive a base rate increase of six (6) percent.

2. Effective March 7, 1992, bargaining unit employees on the active payroll or on approved leave of absence will receive a base rate increase of three (3) percent.
3. Effective March 7, 1993, bargaining unit employees on the active payroll or on approved leave of absence will receive a base rate increase of three (3) percent.

SECTION E. Cost of Living Adjustment

1. Employees covered by this agreement shall receive Cost of Living Adjustment to the extent such adjustments become effective under and in accordance with all of the terms, conditions and limitations stated in this section.
2. Determination of Cost of Living Adjustments
 - a) Determination of the potential Cost of Living Adjustment shall be made in reference to the new series "All Item Canadian Consumer Price Index" published by the Prices Division, Statistics Canada, with the following base period: 1986 = 100, such index being referred to herein as the Index.
 - b) During the life of this Agreement, a Cost of Living Adjustment shall be computed by using (1) the three month average of the Index for July, August and September 1991 as the base and, (2) the formula 1 cent = .125 percent change in the appropriate three-month average of the Index, as shown in the table below:

Effective Month of Potential Adjustment	Based Upon the Average of the Three-Month Statistics Canada Consumer Price Indexes for:
February 1992	Oct., Nov., Dec. 1991
May 1992	Jan., Feb., Mar. 1992
August 1992	Apr., May, June 1992
November 1992	July, Aug., Sept. 1992
February 1993	Oct., Nov., Dec. 1992
May 1993	Jan., Feb., Mar. 1993
August 1993	Apr., May, June 1993
November 1993	July, Aug., Sept. 1993
February 1994	Oct., Nov., Dec. 1993

All adjustments will become effective on the second Monday of the Effective Months listed previously.

- c) Any quarterly Cost of Living Adjustment shall be added to or subtracted from any quarterly Cost of Living Adjustment already paid during the life of this Agreement, subject to paragraph e) below.
- d) If the Index is revised or discontinued, the parties shall attempt to determine an appropriate Index figure by agreement and, if agreement is not reached, the parties shall request Prices Division, Statistics Canada to make available an Index in its present form for the appropriate data or dates and calculated on a comparable basis.
- e) Cost of Living Adjustments shall not be added to or subtracted from any employee's base rate. **Any** Cost of Living Adjustment payable during the life of this Agreement shall be added to each employee's straight time hourly earnings. The applicable Cost of Living Adjustment shall be included in computing overtime, third shift premium, vacation, holiday and sick leave.

SECTION F. Jury Duty

Any employee who is summoned by the Crown to serve on a jury or to act as a witness for the Crown, or is summoned to act as a witness in a court of law, subject to the following limitations, shall be paid at **his** current straight time base rate, including shift differential, and COLA, for each such regular work day or portion thereof. Witness fees shall not be deducted from such pay.

An employee is not entitled to pay under this Section F in circumstances where the employee:

- 1) is called as a witness against the Company or its interests; or
- 2) is called as a witness on his own behalf in an action in which he is a party; or
- 3) voluntarily seeks to testify **as** a witness; or
- 4) is** a witness in a case arising from or related to his outside owned business activities.

The employee shall furnish the Company evidence satisfactory to the Company, showing the performance of **jury** and/or witness duty.

ARTICLE XX - MATERNITY LEAVE

SECTION A. Eligibility

1. A pregnant employee who started continuous active employment at least thirteen (13) weeks before the expected birth date is eligible for maternity leave.
2. The employee request for maternity leave of absence must be submitted to the Human Resources Department at least two (2) weeks prior to the date on which she intends to commence such leave along with a medical certificate from her doctor specifying the estimated date of delivery. Exception to this rule will be made under reasonable circumstances.

SECTION B. Timing

1. The employee is entitled to begin her leave of absence anytime within seventeen (17) weeks before the estimated date of birth.
2. The Company may initiate the maternity leave earlier than the employee intends if the employee cannot, in the Company physician's opinion perform the normal duties of her job. The leave of absence cannot commence however earlier than seventeen (17) weeks prior to the expected date of delivery.
3. The Company may require an employee, prior to returning to work from a maternity leave of absence, to present the Company with the written opinion of her doctor that she is able to perform the normal duties of her job.

ARTICLE XXI - NEW TECHNOLOGY AND CONTINUOUS IMPROVEMENT

SECTION A. Technology Change

The Company and the Union agree that it is to their mutual benefit and a sound economic and social goal to utilize the most efficient machines, processes, methods and/or materials. This utilization is part of the process of continuous quality improvement, which enhances the Company's ability to compete effectively in the marketplace and, thereby, minimize the negative impact on job security. It is the Company's policy to assure that training is available for it's employees so that they may have the opportunity to acquire the knowledge and **skills** required by the introduction of technological change.

SECTION B. Job Security

Although it is not the Company's intent to reduce employees job security through the implementation of continuous improvement activities, the Company and the Union have a mutual goal to limit the impact of the implementation of technological change upon the job security of affected employees. In cases where technological change requires that employees affected by that change need specialized training to accomplish new tasks or gain new skills, those employees will be offered training, subject to the individual employee possessing the necessary skill and ability for that training and the number of positions open. In cases where there is further displacement of employees due to technological change, those employees will be offered other training or reassigned to the extent available and subject to the terms and conditions of this Agreement.

SECTION C. Technology Planning

It is understood that the implementation of technological change is, in itself, a process as well as being a part of a process of continuous improvement. The technological changes will be introduced progressively over time, therefore the Company will discuss with the Union the planned introduction of technological change into the work place thirty (30) days prior to the implementation of such change. The discussions shall include the solicitation and consideration of recommendations of the Union as to the accomplishment of the planned changes. It is understood that the cooperation between the Company and the Union is vital to the success of implementation.

As part of these discussions, the Company will provide the Union with information concerning the nature of the technological change to include:

- a) a description of the changes planned,
- b) the planned effective date or dates of implementation,
- c) the approximate number and classifications of employees likely to be affected by the change,
- d) the effect that the change is likely to have on the terms, conditions and security of employment of the affected employees,
- e) the number of jobs and job classifications to be corrected or



abolished by the change, to the maximum extent that such information is then available,

- f) the reasons for change and/or the goals and objectives that the change is intended to fulfill.

SECTION D. Communications

The Company and the Union agree to meet from time to time to review the Company's Continuous Improvement goals and objectives and to discuss methods to be used by both parties in communicating the Company's program and it's aims.

SECTION E. Negotiation

The Company and the Union agree to bargain collectively on terms and conditions of employment affected by the technological change notwithstanding that a collective agreement has been entered into for a given term.

ARTICLE XXII - MISCELLANEOUS

Nothing in this Agreement shall in any way limit the Company in the enforcement of its legal rights under Provincial or Federal Law or shall affect the Company's obligation to comply with the laws, regulations, or directives of the Provincial or Federal Governments.

In the event that any provision of this Agreement shall be held to be invalid under Provincial or Federal Law, the validity of its remaining provisions shall not be impaired.

ARTICLE XXIII - DURATION

Notwithstanding the clause entitled Agreement, this Agreement shall become effective as of the beginning of March 7, 1991 (which date is the "effective date of this Agreement" and the "date of execution", as these terms are used in the Agreement) and shall remain in full force and effect until the close of March 6, 1994 and shall terminate for consecutive periods of one year thereafter unless either party shall notify the other in writing, at least sixty (60) days but not more than ninety (90) days prior to the 6th of March of any Calendar year, beginning with 1994 of its desire to

terminate the agreement in which event this agreement shall terminate at the close of such 6th of March, 1994 unless renewed or extended by mutual written agreement. In the case of such notice the parties agree to meet immediately thereafter for the purpose of negotiating a new agreement or a written renewal of this Agreement.

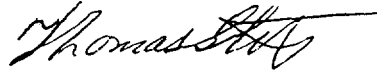
Signed this 7th day of March, 1991 at Arnprior, Ontario

ARNPRIOR DIVISION OF BOEING CANADA

R. L. McDONALD
GENERAL MANAGER



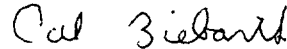
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
C.L.C.-A.F.L.-C.I.O. AND LOCAL LODGE No. 1542
(PRODUCTION AND MAINTENANCE UNIT)



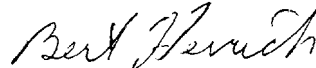
T. STEELE
GRAND LODGE REPRESENTATIVE



P. VILLENEUVE
Chairman, Union Negotiating Committee



C. ZIEBARTH
Union Negotiating Committee



B. HERRICK
Union Negotiating Committee

APPENDIX "A"

PRODUCTION AND MAINTENANCE
OCCUPATIONAL GROUPS

CLASSIFICATION	LABOUR GRADE
1. Modification Mechanic Journeyman A.....	1
Modification Mechanic Journeyman B.....	2
Aircraft Mechanic A	3
Aircraft Mechanic B.....	4
Aircraft Mechanic C.....	6
2. Sheet Metal Journeyman A	1
Sheet Metal Journeyman B	2
Sheet Metal A.....	3
Sheet Metal B.....	4
Sheet Metal C.....	6
3. Electrical/Electronics Journeyman A.....	1
Electrical/Electronics Journeyman B	2
Electrical/Electronics Technician A.....	3
Electrical/Electronics Technician B.....	4
Electrical Bench Assembler A	5
Electrical Bench Assembler B	6
4. Tool Maker Journeyman.....	1
Machinist General A	2
Machinist General B	4
Machine General.....	6
5. Grinder Journeyman A.....	1
Grinder Journeyman B.....	2
Grinder A	3
Grinder B.....	4
6. Painter A.....	3
Painter B.....	4
Painter C.....	6
7. Heat Treat A.....	3
Heat Treat B.....	4

APPENDIX "A" (Cont.)

CLASSIFICATION	LABOUR GRADE
8. Processor A	3
Processor B.....	4
9. Carpenter A	2
Carpenter B	4
10. Production Control Dispatcher.....	3
Expediter A	4
Expediter B.....	5
11. Material Handler Cutter A	4
Material Handler Cutter B.....	5
12. Storekeeper A.....	3
Storekeeper B.....	4
Storekeeper C.....	5
13. Shipping & Receiving A	3
Shipping & Receiving B	4
Shipping & Receiving C	5
14. Truck Driver A.....	4
Truck Driver B	5
15. Welder A	1
Welder B	3
16. Machine Maintenance Special	1
Maintenance Mechanic A	2
Maintenance Mechanic B.....	3
Maintenance Mechanic C.....	4
17. Maintenance Electrical/Electronics A.....	1
Maintenance Electrical/Electronics B.....	2
Maintenance Electrical/Electronics C.....	3
18. Maintenance Utility Cleaner	5

APPENDIX "A" (Cont.)

CLASSIFICATION	LABOUR GRADE
19. Tool Inspector Journeyman A.....	1
Tool Inspector Journeyman B.....	2
Inspector Detail A.....	3
Inspector Detail B.....	4
20. Inspector Mechanical Journeyman A.....	1
Inspector Mechanical Journeyman B.....	2
Inspector Mechanical Aircraft A.....	3
21. Inspector Electrical/Electronics Journeyman A.....	1
Inspector Electrical/Electronics Journeyman B.....	2
Inspector Electrical/Electronics A.....	4
Inspector Electrical/Electronics B.....	5
22. Inspector Journeyman Penetrant A.....	1
Inspector Journeyman Penetrant B.....	2
Inspector Penetrant A.....	3
Inspector Penetrant B.....	4
23. Inspector Lab/Calibration A.....	2
Inspector Lab/Calibration B.....	3
Inspector Lab/Calibration C.....	4
24. Inventory Control A.....	3
Inventory Control B.....	4
Inventory Control C.....	5
25. Production Utility.....	6

APPENDIX "B"

Labour Grade	Eff. Mar. 7, 1991		Eff. Mar. 7, 1992		Eff. Mar. 7, 1993	
	Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate
6	9.84	13.44	10.24	13.84	10.66	14.26
5	10.15	13.75	10.56	14.16	10.98	14.58
4	11.06	14.66	11.50	15.10	11.95	15.55
3	12.34	15.34	12.80	15.80	13.27	16.27
2	13.00	16.00	13.48	16.48	13.97	16.97
1	13.65	16.65	14.15	17.15	14.66	17.66

WORK ASSIGNMENTS DURING A STRIKE

International Association of
Machinists and Aerospace
Workers
Valley Lodge Local 1542
Hourly Unit

Dear Sirs,

This will confirm our agreement reached during the negotiations that Production and Maintenance employees will not be required to perform Office and Technical employees' work during a strike or lock out involving those Office and Technical employees.



B. Pierce
Director Human Resources

Accepted this 7th day
of March, 1991



P. Villeneuve
International Association
of Machinists and Aerospace
Workers

LABOUR MANAGEMENT MEETINGS

International Association of
Machinists and Aerospace
Workers
Valley Lodge Local 1542
Hourly Unit

Dear Sirs,

This will confirm the agreement reached during negotiations that meetings between Company representatives and the Union would occur on the first Tuesday of each month of the life of the agreement. Topics of discussions for these meetings are inclusive of but not limited to clarification and interpretation of the contract, subcontracting, grievance committee meetings and items of mutual concern or interest.

It is further agreed that the Company and Union will provide agenda items to each other prior to such meeting. Additional meetings may be called at any time by either party including the bargaining unit negotiating committee.



B. Pierce
Director Human Resources

Accepted this 7th day of March, 1991



P. Villeneuve
International Association of
Machinists and Aerospace Workers

**UNION PARTICIPATION IN
COMPANY INDOCTRINATION**

International Association of
Machinists and Aerospace
Workers
Valley Lodge Local 1542
Hourly Unit

Dear Sirs,

This will confirm the agreement reached during negotiations that a designated Union official will be given the opportunity to meet with newly hired employees on their indoctrination day to answer questions about the Union and to get the dues deduction card signed. Such meetings shall be limited to 15 minutes. It is further agreed that the Company will provide the Union with the names of all new hires within 3 working days of employment date.



B. Pierce
Director Human Resources

Accepted this 7th day of **March, 1991**



P. Villeneuve
International Association of
Machinists and Aerospace Workers.

CLARIFICATION OF COMMITTEE PERSONS

International Association of
Machinists and Aerospace
Workers
Valley Lodge Local 1542
Hourly Unit

Dear Sus,

This will confirm **the** understanding reached during negotiations that Committeeman, Committee persons and Shop Stewards as referred to in the collective agreement means one and the same thing.

A stylized, handwritten signature in black ink, appearing to be 'B. Pierce'.

B. Pierce
Director Human Resources

Accepted this 7th day
of March, 1991

A handwritten signature in black ink, appearing to be 'P. Villeneuve'.

P. Villeneuve
International Association of
Machinists and Aerospace
Workers

PENSION

International Association of
Machinists and Aerospace
Workers
Valley Lodge Local 1542
Hourly Unit

Dear **Sirs**,

As we discussed and understood in negotiations the Company agrees to the following:

- (1) The pension plan is effective as of April 7, 1988 and will remain in effect during the life of the agreement except for legislated changes.
- (2) The Union and the Company will meet once per year or more often at the request of either party to discuss the pension agreement.
- (3) Article 1.17 Break in Service, Item 3 in the Restated and Amended Pension Plan for Employees of Boeing Canada will be deleted from the pension text.



B. Pierce
Director Human Resources

Accepted this 7th day of March, 1991



P. Villeneuve
International Association of
Machinists and Aerospace Workers

MOBILE REPAIR PARTY

International Association of
Machinists and Aerospace
Workers
Valley Lodge Local 1542
Hourly Unit

Dear Sirs,

The Company and the Union agree that employee's assigned to a Mobile Repair Party will receive a current copy of Boeing Amprior's policy and/or procedure as it relates to the Mobile Repair Party.



B. Pierce
Director Human Resources

Accepted this 7th day
of March, 1991



P. Villeneuve
International Association
of Machinists and Aerospace
Workers

EMPLOYEE PERFORMANCE REVIEW PROCESS

International Association of
Machinists and Aerospace
Workers
Valley Lodge Local 1542
Hourly Unit

Dear **Sirs**,

The Company and the Union agree to establish a committee with the objective of achieving improvement in the Employee Performance Review Process.

The Committee will meet as necessary in order to implement the revised process by year end 1991.



B. Pierce
Director Human Resources

Accepted this 7th day
of March, 1991



P. Villeneuve
International Association of
Machinists and Aerospace
Workers.

SUB-CONTRACTING

International Association of
Machinists and Aerospace
Workers
Valley Lodge Local 1542
Hourly Unit

Dear Sus,

Notwithstanding the provisions of Article II, the Company and the Union agree to establish a committee with the purpose of resolving sub-contracting issues as they may arise.



B. Pierce
Director Human Resources

Accepted this 7th day
of March 1991



P. Villeneuve
International Association of
Machinists and Aerospace
Workers

POLICIES AND PROCEDURES

International Association of
Machinists and Aerospace
Workers
Valley Lodge Local 1542
Hourly Unit

Dear sirs,

This will confirm our agreement reached during the negotiations that new policies and/or procedures or changes to existing policies and/or procedures that the Company may determine are necessary to implement, will be meaningfully discussed with the Union prior to implementation.



B. Pierce
Director Human Resources

Accepted this 7th day
of March, 1991



P. Villeneuve
International Association of
Machinists and Aerospace
Workers

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