

PRODUCTION AND MAINTENANCE AGREEMENT

between

**BOEING CANADA TECHNOLOGY LTD**

and

**INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND  
AEROSPACE WORKERS**

LOCAL LODGE No. 1542

EFFECTIVE March 7, 1994

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## AGREEMENT

**THIS AGREEMENT**, dated this 7th day of March 1994 by and between Boeing Canada Technology LTD, Amprior, 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 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 to writing:

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

### ARTICLE 1 - COVERAGE

Employees covered by this Agreement shall be all those employees at Amprior save and except 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 2 - RIGHTS OF MANAGEMENT

#### SECTION 2.1 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 2.2 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 3 - UNION SECURITY

All employees who, on the date of the 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 on or after 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 4 - CHECKOFF**

**SECTION 4.1**

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 week 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.

**SECTION 4.2**

In the event an employee's wages, earned during any payroll period, are insufficient to cover the deduction for current Union dues, initiation fee or reinstatement fee, the Company will deduct the amounts owing therefore from wages earned during one of the subsequent payroll periods ending in the same month or following months.

**SECTION 4.3**

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.

**SECTION 4.4**

The Company shall on or before the 15<sup>th</sup> calendar day of each month furnish to the financial secretary of the Union a written statement covering, for the previous 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 shown under items a), b) and c) herein.

**SECTION 4.5**

The Company will indicate on the T4 form the amount of Union dues deducted during the previous year.

**SECTION 4.6**

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 5 - UNION REPRESENTATIVE ON COMPANY PREMISES**

**SECTION 5.1 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 5.2 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 1 herein 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, 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 soliciting dues, campaigning for political office, or soliciting of any kind on Company premises

Grand Lodge Representatives or their designated representatives thereof who fail to comply with the provisions of this Section shall forfeit their admission rights

**SECTION 5.3 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 5.4 Committee-Persons.**

5.4(a) 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.

5.4(b) 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.

5.4(c) 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 5.5 Departure From Work By Committee-Persons.**

The Committee-person before leaving his/her assigned work to participate in Grievance Committee meetings, Labour-Management meetings and other such activities as mutually agreed upon, 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/she absents himself/herself on such Union business.

**SECTION 5.6 Negotiating Committee-Persons Meeting With Management.**

Negotiating Committee-persons when meeting with Management of the Company on official business dealing with the administration of this Collective Agreement during what would normally be their working hours shall be responsible to inform and receive permission from their supervisor, or the Charge Hand if the supervisor has designated such authority to the Charge Hand before he/she absents himself/herself from their place of business.

**SECTION 5.7 Administering The Contract.**

The Company agrees to recognize the Union Negotiating Committee for the purpose of clarification and interpretation of this Collective Agreement.

**SECTION 5.8 Long Term Leave Of Absence For Union Business.**

In the event that an employee becomes a full time official of the Union as a Business Representative for Local 1542 and for an estimated period of two (2) years or more, he or she shall be granted a leave of absence for the purpose of carrying out the duties of this office. The Employee must return to the employment of the Company within thirty days following completion of his/her term of office.

**ARTICLE 6 - 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 stationary, 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 7 - 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 8 - 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 9 - DETERMINATION OF DISPUTES**

**SECTION 9.1 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 Section 9.1 Paragraph a.9 of this Article, only matters dealing with the interpretation or application of terms of this Agreement shall be subject to this grievance machinery.

9.1(a) In the case of grievances on behalf of employee>

The employee first shall discuss his/her 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.

2. 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:

- a) The detailed facts upon which the grievance is based
- b) 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.)
- c) The remedy sought

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.

4. If the Committee-person and the designated representative of the Company reach a settlement, they shall sign the grievance indicating the disposition made thereof

5. If no settlement is effected within ten (10) 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 (15) 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.

6. All time extensions shall be mutually agreed to in writing.



7. All conferences resulting from the application of provisions contained in this Article shall be held during working hours.
8. 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 ten (10) 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 ten (10) work days after the date of the mailing of the layoff slip. The written grievance then shall be processed through subsequent steps if necessary.

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 (7) 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 (7) 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 (5), 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.

- 9.1(b) 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:
  1. Such grievance shall be submitted to the designated representative of the Company or the designated representative of the Union, and shall contain the following:
    - a) Statement of the grievance setting forth in detail the facts upon which the grievance is based.
    - b) The section or sections of the Agreement alleged to have been violated.
    - c) The correction sought.
    - d) The grievance shall be signed by the designated representative of the Union or the designated representative of the Company.
  2. If no settlement is effected within ten (10) work days (unless mutually extended) from the submission of the grievance to the designated representative of the Company and 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 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 may, upon request of either party, participate in these discussions. If no settlement is effected within ten (10) 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.

3. All decisions arrived at under the provisions of this Section 9.1 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.

9.1(c) 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-(30) day limitation may be waived by mutual consent of the parties.

#### **SECTION 9.2 Arbitration Proceedings and Selection of Arbitrators.**

The selection of an Arbitrator and arbitration proceedings before them shall be conducted in accordance with the following:

9.2(a) 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.

9.2(b) 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.

9.2(c) 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.

9.2(d) The Union or the Company, whichever is ruled against by the Arbitrator shall pay the compensation of the Arbitrator including his/her necessary expenses.

9.2(e) Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

**SECTION 9.3 Disciplinary Action.**

An employee who is to be reprimanded or disciplined shall be advised that they have the right to request a Union Representative to be present at the time of reprimand or discipline.

**ARTICLE 10 - SENIORITY**

**SECTION 10.1 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 rating.

**SECTION 10.2 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.

**SECTION 10.3 Establishment And Accumulation Of Seniority.**

10.3(a) 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 1, 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.

10.3(b) On or after the effective date of this Agreement seniority accumulation shall include time spent on the active payroll of the Company:

1. by an individual **within** the Unit, or transferred into the Unit from the Office and Technical Unit, and
2. by an individual while acting in a supervisory capacity over employees in the Unit in which the individual was previously a member • plus
  - a) time lost by reasons of industrial accident, industrial illness, or jury duty,
  - b) time spent on **authorized** leave of absence for Union business,
  - c) 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),
  - d) the first thirty (30) days of any other **authorized** leave of absence,

- c) time on layoff from the Unit not to exceed, in each Instance, a period of one year (less time on leave under paragraphs C. and d. above where such leave immediately precedes such layoff)

**SECTION 10.4 Loss Of Seniority.**

10.4(a) An individual shall lose seniority rights for the following reasons

1. 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).
2. Discharged for cause.
3. Failure to respond within five (5) regular work days after dispatch of a recall from layoff, unless such period is extended by the Company.
4. 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.
5. Failure to keep the Employment Section of the Company notified of his/her proper address and by such failure the Company is unable to contact the employee by telegram or certified mail
6. Absent for more than three (3) consecutive work days without permission unless such employee presents a reason which is satisfactory to the Company
7. Layoff or on Leave of Absence, other than an authorized leave of absence for Union business, for a period of three (3) years. In no event except for occupational disability or authorized Union leave of absence, shall seniority rights continue beyond this period of three (3) years
8. Retirement.

10.4(b) 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 3), 4), 5) or 6) in A above.

10.4(c) 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 10.5 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 10.1, above.

After the provisions above have been exhausted and job openings still exist such 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 filling of job openings through this posting system shall not be subject to the grievance procedure.

Before hiring employees for existing job openings consideration for promotion shall be given to employees as provided in this Section 10.5

**SECTION 10.6 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 10.1, through 10.3, 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 10.7 Recall From Layoff.**

10.7(a) An employee who is laid off, or transferred as a result of layoffs in accordance with Section 10.6 of this Article shall have recall or return rights to their classification in line of seniority for a period of three (3) years following the effective date of the applicable reduction in force.

10.7(b) 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 that 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 they 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.

10.7(c) 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 they will then have a permanent position change to the new position and cease to have return recall rights to their former position.

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

**SECTION 10.8 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 his/her supervisor 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 10.9 Transfers And Reclassifications.**

10.9(a) 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 10.7 of this Article.

10.9(b) 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 mutually agreed upon 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.

10.9(c) 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 10.5 and Section 10.7 of this Article.

**SECTION 10.10 Supervisory Transfers.**

The Company may transfer or demote to positions within the Unit employees who accumulate seniority under Section 10.3, paragraph 10.3(b) of this Article only if the employee has been a member of this Unit prior to becoming a Supervisor.

**SECTION 10.11 Seniority List.**

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

**SECTION 10.12 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 10.13 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 11 - LEAVE OF ABSENCE**

**SECTION 11.1 General.**

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 the Group Benefits Program 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 approved 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 will be rehired providing work for which he/she is qualified shall be available.

#### **SECTION 11.2 Maternity Leave.**

##### **11.2(a) Eligibility**

1. Any female employee who has completed thirteen (13) weeks of continuous employment before the expected date of delivery 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 day on which she intends to commence such leave along with a medical certificate from her physician specifying the estimated date of delivery. Exception to this rule will be made under reasonable circumstances.

##### **11.2(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 her physician's opinion perform the normal duties of her job. The leave of absence cannot however commence earlier than seventeen (17) weeks prior to the estimated 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 a written opinion from her physician that she is able to perform the normal duties of her job.

#### **ARTICLE 12 - 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.

An 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:

- 12.1(a) The normal work week shall be forty (40) hours consisting of four (4) consecutive ten (10) hour shifts, Monday through Thursday inclusive.
- 12.1(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.
- 12.1(c) Time worked on Saturday and Sunday except in the case of any shift beginning on the preceding day and continuing into Saturday shall be considered as overtime and such overtime shall be paid at the rate of double time.
- 12.1(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.
- 12.1(e) The four (4) day, ten (10) hour second shift may be cancelled by either party upon thirty (30) days written notice.
- 12.1(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.
- 12.1(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.
- 12.1(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 - 1/10 of one hour deduction  
7 to 12 minutes - 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/her regular hourly rate or his/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 13 - VACATION

##### SECTION 13.1 Eligibility for Annual Vacation.

- 13.1(a) After the exercise of the award of vacation pay as shown in section 13.1(b), the vacation eligibility date of an employee is the anniversary date of his/her latest hire date.
- 13.1(b) All regular full-time employees on the active payroll of the Company on May 31, 1994 shall be entitled to vacation with pay as follows:
1. An employee who on May 31, 1994 completes ten (10) or more years of Company service accumulated in accordance with Section 10.3 shall receive four (4) weeks of vacation with pay in accordance with Section 13.2 of this Article.
  2. An employee who on May 31, 1994 completes five (5) but less than ten (10) years of Company service accumulated in accordance with Section 10.3 shall receive three (3) weeks of vacation with pay in accordance with Section 13.2 of this Article.
  3. An employee who on May 31, 1994 completes one (1) but less than five (5) years of Company service accumulated in accordance with Section 10.3 shall receive two (2) weeks of vacation with pay in accordance with Section 13.2 of this Article.
- 13.1(c) On each employee's next anniversary date following May 31, 1994, full-time employees will be eligible for vacation award as follows:
1. Employees who have completed ten (10) or more years of company service accumulated in accordance with Section 10.3 shall receive vacation credits at the

rate of 13.33 hours for each month of Company service from May 31, 1994 to the employee's anniversary date.

2. Employees who have completed five (5) but less than ten (10) years of company service accumulated in accordance with Section 10.3 shall receive vacation credits at the rate of 10 hours for each month of Company service from May 31, 1994 to the employee's anniversary date.
  3. Employees who have completed one (1) but less than five (5) years of company service accumulated in accordance with Section 10.3 shall receive vacation credits at the rate of 6.66 hours for each month of Company service from May 31, 1994 to the employee's anniversary date.
- 13.1(d) On each anniversary date with the exception of that covered by Article 13.1.b and 13.3.c., a full time employee will be eligible for annual vacation each year dependent upon his/her Company service as follows.
1. An employee who on their anniversary date completes ten (10) or more years of Company service accumulated in accordance with Section 10.3 shall receive four (4) weeks of vacation with pay in accordance with Section 13.2 of this Article.
  2. An employee who on their anniversary date completes five (5) but less than ten (10) years of Company service accumulated in accordance with Section 10.3 shall receive three (3) weeks of vacation with pay in accordance with Section 13.2 of this Article.
  3. An employee who on their anniversary date completes one (1) but less than five (5) years of Company service accumulated in accordance with Section 10.3 shall receive two (2) weeks of vacation with pay in accordance with Section 13.2 of this Article.
- 13.1(e) Employees who have not completed a full year of Company service accumulated in accordance with Section 10.3 on May 31, 1994, or on a subsequent anniversary date, shall receive vacation credit as follows:
1. An employee who on May 31, 1994, or on a subsequent anniversary date, completes ten (10) or more years of Company service accumulated in accordance with Section 10.3 shall receive 13.33 hours of vacation credit for each month of such service completed during the vacation earning year.
  2. An employee who on May 31, 1994, or on a subsequent anniversary date, completes five (5) but less than ten (10) years of Company service accumulated in accordance with Section 10.3 shall receive 10 hours of vacation credit for each month of such service completed during the vacation earning year.
  3. An employee who on May 31, 1994, or on a subsequent anniversary date, completes one (1) but less than five (5) years of Company service accumulated in accordance with Section 10.3 shall receive 6.66 hours of vacation credit for each month of such service completed during the vacation earning year.

**SECTION 13.2 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 eligibility period as defined in Section 13.1. This pay is to be reflected in a pay period in the month following the employee's vacation anniversary date.

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 the employee's vacation anniversary date 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 their eligibility date 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.

**SECTION 13.3 Holidays During Vacation Period.**

When one or more of the holidays set out in Article 17 falls within the eligible employee's vacation period he/she shall be granted an additional day/days of paid vacation.

**SECTION 13.4 Vacation Credit Year.**

The vacation credit year in Section 13.1(b) shall be the period from June 1, 1993 through May 31, 1994. Subsequent vacation credit years will be as defined in Section 13.1(a). All employees with more than one year of Company service in accordance with Article 10, Section 10.3, must take a minimum of two weeks of their earned vacation within twelve (12) months following the vacation earning year.

**ARTICLE 14 - 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.

**SECTION 14.1 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.

**SECTION 14.2 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 14.3 Computation Of Credit.**

- 14.3(a) 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.
- 14.3(b) 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 14.4 Accumulation Of Sick Leave Credits.**

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 14.5 Pay For Used Sick Leave Credits.**

- 14.5(a) 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 1/10 hour recorded for the absence.
- 14.5(b) 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/her option under the provision of Section 14.4(b).

**SECTION 14.6 Use Of Sick Leave Credits.**

- 14.6(a) 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 the working hours.
- 14.6(b) 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 on 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.
- 14.6(c) 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 15 - WELFARE**

The Company will continue to provide the same degree of hospital and medical insurance coverage

**Pension Plan - C3387** - As a 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 Pension Booklet.

**Group Benefits Plan** - The employee group benefits program includes life Insurance, accidental death and dismemberment insurance, weekly disability, supplemental health care, prescription drug, vision care, dental and safety and health benefits as detailed in the document

entitled: "Group Benefits Program" dated June 1, 1994.

Retiree Benefits Plan - The retiree group benefits package for eligible employees under age 65, who retire from the Company on or after April 1, 1991, includes the supplemental health care, prescription drug and vision care program for themselves and their eligible dependents on a ~~retiree-~~paid basis at Company rates.

Employees who retire from the employ of the Company on a normal retirement date, or on an applicable early or disability retirement date, on or after April 1, 1988, are eligible for a \$2,000 post-retirement death benefit, payable upon the death of the retiree.

#### ARTICLE 16 - JOINT HEALTH AND SAFETY COMMITTEE

##### SECTION 16.1

There shall be established a Joint Health and Safety Committee with **five (5)** members selected by the Union from the Production and Maintenance and the Office and Technical bargaining units, and five **(5)** 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 functions as provided for Committees by the Ontario Safety and Health Act.

##### SECTION 16.2

Two of the Committee members selected by the Union shall be designated as Certified Members who shall function as provided for in The Act.

##### SECTION 16.3

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.

##### SECTION 16.4

Any question arising that is not covered in this Article will be resolved by reference to the Ontario Safety and Health Act, Revised Statutes of Ontario **1990**.

##### SECTION 16.5

Where dangerous circumstances exist as defined by The Act, the Union Certified Member shall have the right to conduct a unilateral work stoppage in the event the Certified Member representing the Company is unavailable to conduct a bilateral work stoppage.

**ARTICLE 17 - STATUTORY HOLIDAYS**

<b>1994 HOLIDAYS</b>	<b>DATE OF OBSERVANCE</b>
<b>Good Friday</b>	<b>Friday, April 1, 1994</b>
<b>Victoria Day</b>	Monday, May 23, 1994
Canada Day	Friday, July 1, 1994
Civic Holiday	Monday, August 1, 1994
<b>Labour Day</b>	Monday, September 5, 1994
Thanksgiving Day	Monday, October 10, 1994
Christmas Holiday	Friday, December 23, 1994 (In Lieu of 1/1/94)
Christmas Day	Monday, December 26, 1994
Boxing Day	Tuesday, December 27, 1994
Christmas Holiday	Wednesday, December 28, 1994
Christmas Holiday	Thursday, December 29, 1994
Christmas Holiday	Friday, December 30, 1994
New Years Day	Monday, January 2, 1995
<b>1995 HOLIDAYS</b>	<b>DATE OF OBSERVANCE</b>
Good Friday	Friday, April 14, 1995
Victoria Day	Monday, May 22, 1995
Canada Day	Monday, July 3, 1995
Civic Holiday	Monday, August 7, 1995
<b>Labour Day</b>	Monday, September 4, 1995
<b>Thanksgiving Day</b>	Monday, October 9, 1995
<b>Christmas Day</b>	Monday, December 25, 1995
Boxing Day	Tuesday, December 26, 1995
Christmas Holiday	Wednesday, December 27, 1995
Christmas Holiday	Thursday, December 28, 1995
Christmas Holiday	Friday, December 29, 1995
New Years Day	Monday, January 1, 1996
<b>1996 HOLIDAYS</b>	<b>DATE OF OBSERVANCE</b>
Good Friday	Friday, April 5, 1996
Victoria Day	Monday, May 20, 1996
Canada Day	Monday, July 1, 1996
Civic Holiday	Monday, August 5, 1996
Labour Day	Monday, September 2, 1996
Thanksgiving Day	Monday, October 14, 1996
Christmas Holiday	Monday, December 23, 1996 (In Lieu of 1/1/95)
Christmas Holiday	Tuesday, December 24, 1996 (In Lieu of 1/1/96)
Christmas Day	Wednesday, December 25, 1996
Boxing Day	Thursday, December 26, 1996
Christmas Holiday	Friday, December 27, 1996
Christmas Holiday	Monday, December 30, 1996
Christmas Holiday	Tuesday, December 31, 1996
New Years Day	Wednesday, January 1, 1997

Any employee who does not work his/her 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:

Injury incurred at work on one of the two working days preceding the holiday.

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.

Death in the family in accordance with Article 15 Bereavement during the five calendar days ending on the first working day following the holiday.

Jury Duty.

Lateness up to a period of one hour.

A bargaining unit employee who is required to work on any of the above 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 higher rate of compensation shall be paid. In no case shall overtime or premium compensation be duplicated or pyramided.

## ARTICLE 18 • RATES OF PAY

### SECTION 18.1 Established Rates.

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

### SECTION 18.2 Automatic Progression.

An employee on the active payroll on March 6, 1994 except for those who are eligible for an automatic progression shall receive the maximum base rate applicable to his/her labour grade. An employee on the active payroll on March 6, 1994, who is eligible for automatic progression and all employees hired after March 6, 1994 shall receive an automatic base rate increase of thirty (30) cents per hour each six (6) months of employment until 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/her 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 18.3 Upgrades And Downgrades.

18.3(a) 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 10, Section 10.6) 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.

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

**SECTION 18.4 Rate Increases.**

- 18.4(a) Effective March 7, 1994, the base rate for bargaining unit employees on the active payroll or on approved leave of absence will be increased by one and one half (1.5) percent, and then by the application of the twenty eight (28) cents of Cost of Living Adjustment being paid March 6, 1994.
- 18.4(b) Effective March 7, 1995, the base rate for bargaining unit employees on the active payroll or on approved leave of absence will be increased by one and one half (1.5) percent.
- 18.4(c) Effective March 7, 1996, the base rate for bargaining unit employees on the active payroll or on approved leave of absence will be increased by two (2) percent.

**SECTION 18.5 Cost Of Living Adjustment.**

- 18.5(a) Employees covered by this agreement shall receive Cost of Living Adjustments to the extent such adjustments become effective under and in accordance with all of the terms, conditions and limitations stated in this section.
- 18.5(b) Determination of Cost of Living Adjustments
  1. 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 referenced to herein as the Index.
  2. 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 November, December 1993, and January 1994 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:
June 1994	Feb, Mar, Apr 1994
Sep 1994	May, Jun, Jul 1994
Dec 1994	Aug, Sep, Oct 1994
Mar 1995	Nov, Dec 1994, Jan 1995
Jun 1995	Feb, Mar, Apr 1995



Sep 1995  
Dec 1995  
Mar 1996  
Jun 1996  
Sep 1996  
Dec 1996

May, Jun, Jul 1995  
Aug, Sep, Oct 1995  
Nov, Dec 1995, Jan 1996  
Feb, Mar, Apr 1996  
May, Jun, Jul 1996  
Aug, Sep, Oct 1996

All adjustments will **become** effective on the second Monday of the effective Months listed above.

3. 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 5, below.
4. 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.
5. 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 18.6 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/her 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 18.6 in circumstances where the

Is called as a witness against the Company or its interests; or

Is called as a witness on his/her own behalf in an action in which he/she is a party; or

**Voluntarily** seeks to testify as a witness; or

Is a witness in a case arising from or related to his/her outside owned business activities.

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

**SECTION 18.7 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. In addition, an employee will be granted bereavement leave for a stillborn child if the employee provides a certificate of fetal death which has been certified by the Province.

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 18.

#### **ARTICLE 19 - NEW TECHNOLOGY AND CONTINUOUS IMPROVEMENT**

##### **SECTION 19.1 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 its employees so that they may have the opportunity to acquire the knowledge and skills required by the introduction of technological change.

##### **SECTION 19.2 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 19.3 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 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:

1. A description of the changes planned,
2. The planned effective date or dates of implementation,
3. The approximate number and classifications of employees likely to be affected by the change,
4. The effect that the change is likely to have on the terms, conditions and security of employment of the affected employees,
5. 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,

6. The reasons for change and/or the goals and objectives that the change is intended to fulfill.

**SECTION 19.4 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 its aims.

**SECTION 19.5 Training.**

Where new methods of operation require new or greater skills than those required under the present methods of operation, or present methods of operation require new or greater skills, then:

1. any affected employees shall be given a reasonable period of time, mutually agreed upon by the Company and Union, to acquire the skills necessitated by the new requirements, and
2. there shall be no reduction in wage or salary rates during such training and such training shall be at the expense of the Company and on Company time, and
3. the Company agrees to give first opportunity for such training to employees according to seniority in the family and/or classification and/or occupational group affected.

**SECTION 19.6 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 20 - 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 21 - DURATION

Notwithstanding the clause entitled Agreement, this Agreement shall become effective as of the beginning of March 7, 1994 (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, 1997 and shall be automatically renewed 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 1997 of its desire to terminate the agreement, in which event this Agreement shall terminate at the close of such 6th of March, 1997 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, 1994 at Amnrior, Ontario

BOEING CANADA TECHNOLOGY LTD

  
.....  
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)

  
.....  
J. REID  
GRAND LODGE REPRESENTATIVE

  
.....  
PCHARBONNEAU  
Chairman, Union Negotiating Committee

  
.....  
B. HUNT  
Union Negotiating Committee

  
.....  
B. HERRICK  
Union Negotiating Committee

**APPENDIX "A"**  
**PRODUCTION AND MAINTENANCE**  
**OCCUPATIONAL GROUPS**

<b>CLASSIFICATION</b>	<b>LABOUR GRADE</b>
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	2
Electrical/Electronics Journeyman B	3
Electrical/Electronics Technician A	4
Electrical/Electronics Technician B	5
Electrical Bench Assembler A	6
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
8. Processor A	3
Processor B	4
9. Carpenter A	2
Carpenter B	4
10. Production Control Dispatcher	3
Expediter A	4
Expediter B	4
11. Material Handler Cutter A	3
Material Handler Cutter B	4

APPENDIX "A" (Cont.)

CLASSIFICATION	LABOUR GRADE
12 Storekeeper A	
Storekeeper B	
Storekeeper C	5
13 Shipping & Receiving A	
Shipping & Receiving B	4
Shipping & Receiving C	
14 Truck Driver A	
Truck Driver B	
15. Welder A	1
Welder B	3
16. Machine Maintenance Special	1
Maintenance Mechanic A	2
Maintenance Mechanic B	3
Maintenance Mechanic C	
17. Maintenance Electrical/Electronics A	1
Maintenance Electrical/Electronics B	2
Maintenance Electrical/Electronics C	3
18. Maintenance Utility Cleaner	5
19. Tool Inspector Journeyman A	
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/Electronic A	4
Inspector Electrical/Electronic B	5
22 Inspector Journeyman Penetrant A	1
Inspector Journeyman Penetrant B	2
Inspector Penetrant A	3
Inspector Penetrant B	
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	
25. Production Utility	

APPENDIX "B"

RATE RANGE SCHEDULE

LABOUR GRADE	EFF MAR 7, 1994		EFF MAR 7, 1995		EFF MAR 7, 1996	
	MINIMUM RATE	MAXIMUM RATE	MINIMUM RATE	MAXIMUM RATE	MINIMUM RATE	MAXIMUM RATE
6	11.10	14.75	11.27	14.98	11.49	15.27
5	11.42	15.08	11.60	15.30	11.83	15.61
4	12.41	16.06	12.60	16.30	12.85	16.63
3	13.75	16.79	13.96	17.05	14.23	17.39
2	14.46	17.50	14.68	17.77	14.97	18.12
1	15.16	18.20	15.39	18.47	15.70	18.84

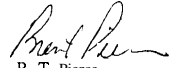
B.R.

**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 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. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994



P. Charbonneau  
International Association  
of Machinists and Aerospace Workers



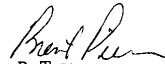
**LABOUR MANAGEMENT MEETINGS**

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 Monday of each month of the life of the agreement. Topics of discussion 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. T. Pierce  
Director Human Resources

Accepted this 7<sup>th</sup> day of March, 1994



P. Charbonneau  
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. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994



P. Charbonneau  
International Association  
of Machinists and Aerospace Workers

EMPLOYEE ASSISTANCE PROGRAM

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

Dear Sirs,

This will confirm our agreement reached during negotiations that the "Employee Assistance Program" (EAP) shall be continued in its current format. Any changes to this program shall be reviewed and agreed to by the Company and the Union.



B. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994




P. Charbonneau  
International Association  
of Machinists and Aerospace Workers

EXTENSION OF TIME LIMITS


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

Dear Sirs,

This will confirm our agreement reached during negotiations that Union requests for extension of time limits for filing grievances under the provisions of Article 9, Section 9.1A8 of the Agreement will be granted by the Company.

  
B. T. Pierce  
Director Human Resources

Accepted this 7<sup>th</sup> day of March, 1994


  
P. Charbonneau  
International Association  
of Machinists and Aerospace Workers

CLARIFICATION OF COMMITTEE PERSONS

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

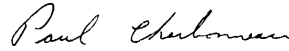
Dear Sirs,

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



B. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994



P. Charbonneau  
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 the Company, before implementing new policies and/or procedures or changes to existing policies and/or procedures, will consult with the Union, on those policies, procedures and/or changes that affect any employees covered by the Collective Agreement or affect the Collective Agreement, prior to implementation.



B. T. Pierce  
Director Human Resources

Accepted this 7<sup>th</sup> day of March, 1994



P. Charbonneau  
International Association  
of Machinists and Aerospace Workers

**SUB-CONTRACTING**

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

Dear Sirs,

Notwithstanding the provisions of Article 2, the Company and the Union will meet on a regular basis to review the Company's plans in the area of sub-contracting and to resolve issues that may arise from the sub-contracting planned or in progress. The reviews will be presented prior to the award of contracts wherever possible.



B. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994



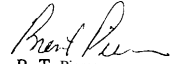
P. Charbonneau  
International Association  
of Machinists and Aerospace Workers

COMMITTEE

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

Dear Sirs,

This will confirm our agreement reached during negotiations to create a Union/Company Committee for the purpose of discussing job classifications and labour grades. The Committee shall meet as necessary to reach mutual agreement on new or revised classifications and their appropriate labour grades during the life of this Agreement. Other topics pertaining to classifications may be discussed upon request by either party.



B. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994



P. Charbonneau  
International Association  
of Machinists and Aerospace Workers



**WORKFORCE FLEXIBILITY (JIT)**

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

Dear Sirs,

This will confirm the agreement reached during negotiations concerning Workforce Flexibility (JIT).

Workforce Flexibility is the ability of employees to move upstream and downstream in a production line to help their internal customers and internal suppliers.

Internal suppliers are the feeding work centers and internal customers are the receiving work centers.

Employees will move downstream when their internal customers have not released kanbans to authorize work and will move upstream when they are unable to pull work from their internal suppliers.

Employees will be provided with on the job training to allow upstream and downstream movement on an as required basis.

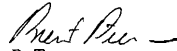
Work performed outside of a traditional occupational group will be of a secondary nature. Secondary functions within the affected process will only be performed when situations occur that slow or stop that process.

Flexibility is not intended to eliminate jobs; the provisions of Article 19 - New Technology And Continuous Improvement, shall apply in the implementation of JIT.

Skills attained through the performance of secondary job functions will not be used as a basis for retention in the event of layoff.

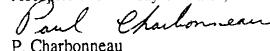
This Letter of Agreement does not cover implementation of continuous improvement initiatives not described herein.

Any changes to this letter of agreement will be subject to negotiation and mutual agreement, between the parties, before implementation.



B. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994



P. Charbonneau  
International Association of  
Machinists and Aerospace Workers

**MODIFIED WORK PROGRAM**

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

Dear Sirs,

This will confirm our agreement reached during negotiations concerning the application of the provisions of Section 10.13 Placement of Incapacitated Employees, of the Bargaining Agreement.

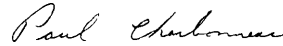
An employee who is prepared to return to work but is unable to perform all of the responsibilities of his/her classification will be accommodated as follows:

1. Modified work in the current classification, or
2. Modified or unmodified work in a classification that the employee can perform, provided that in cases where there are employees on layoff from this classification, the period of assignment will be a maximum of ninety days unless such period is extended by mutual agreement of the parties.



B. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994



P. Charbonneau  
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 employees assigned to a Mobile Repair Party will receive a briefing prior to departure along with a current copy of Boeing Amprior's policy and/or procedures as they relate to the Mobile Repair Party. A debriefing will take place upon return from MRP to address problems resulting from or during the trip.

The Company agrees to initiate a rotational list, by seniority, for employees who are assigned to Mobile Repair Parties. Employees will be canvassed by seniority and on a voluntary basis to go on a MRP. If no employees accept the assignment, then employees will be assigned on a mandatory basis. Once they fulfill their assignment, their name will be placed on the bottom of the list. It is understood that there may be occasion where employees will be assigned to a Mobile Repair Party based on skill requirements and/or schedule.

All MRP's will have a Charge Hand or supervisor present. The Charge Hand will be compensated in accordance with the Collective Bargaining Agreement. The Union may also designate one of the employees assigned by the Company to a Mobile Repair Party (MRP) as the Union Representative.

  
B. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994

  
P. Charbonneau  
International Association  
of Machinists and Aerospace Workers

## COMMUNICATION OF STRATEGIC INITIATIVES

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

Dear Sirs,

This will confirm the agreement reached during negotiations concerning the Union's participation in the development and implementation of Strategic Initiatives set out by management.

1. As recognized in Article I of the Collective Agreements between the parties, the Union is the exclusive representative for employees covered by both those agreements.
2. It is agreed that management will retain management rights, and the Union will retain rights as outlined in the Collective Agreement.
3. The parties will bargain in good faith on issues which are both Integral to Strategic Initiatives and covered by the Collective Agreement.
4. The Union will be invited to have a Union appointed representative on any Project Team formed to develop and implement a Strategic Initiative. It is agreed that such representation neither implies Union agreement with the content or process of a given initiative nor replaces the Collective Bargaining process.
5. The Union Local President, the Chairpersons of the Bargaining Committees and the Business Agent (or designees) will be invited to regularly scheduled reviews of planned and existing Strategic Initiatives. The Union's input will be solicited on items inclusive of but not limited to: Project Team structure, schedules, training, and communications

The parties understand and agree that the success of Strategic Initiatives and of the Amprior Division are dependent upon open communication, good faith collective bargaining and commitment.



B. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994



P. Charbonneau  
International Association  
of Machinists and Aerospace Workers