

AGREEMENT

Between

BOEING TORONTO, LTD.

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW-TCA)**

and

LOCAL 1967

EFFECTIVE DATE: 28 OCTOBER 2001
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COLLECTIVE AGREEMENT

BETWEEN

Boeing Toronto, Ltd. (formerly McDonnell Douglas Canada Ltd., formerly Douglas Aircraft Company of Canada Ltd.) a corporation existing under the laws of the Province Ontario, hereinafter called "The Company"

OF THE FIRST PART

- and -

The National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-CLC), a voluntary association of employees representing the employees of The Company, through its Local 1967, hereinafter referred to as "The Union"

OF THE SECOND PART

ARTICLE I RECOGNITION

Section 1 - Scope

- (1) The Company recognizes that the Union is the sole and exclusive collective bargaining agency for all its employees in Mississauga, Ontario and those employees who are engaged on work parties outside Mississauga save and except Office Staff, Assistant Foremen, those above the rank of Assistant Foreman, and Health Centre Staff, Security Staff and Service Engineers. 100

Section 2 - Transfer of Operations

- (1) Should the Company during the life of this Agreement decide to move from its existing locations, the Company agrees to negotiate with the Union at least ninety (90) days prior to such move for the purpose of providing a Transfer of Operations Agreement to provide: 101
- (a) Protection of the seniority rights of existing employees. 102
- (b) The right of existing employees to transfer 103

	with the jobs they normally perform.	
	(c) Extension of the Collective Agreement to cover the new location.	104
(2)	Relocation Pay Plan: An employee whose seniority is transferred to any such new plant pursuant to Section 2(1) of this Article will be paid a RELOCATION ALLOWANCE, provided:	105
	(a) The plant to which the employee is to be relocated is at least 25 miles from the plant from which his seniority was transferred, and	106
	(b) As a result of such relocation, he changes his permanent residence, and	107
	(c) He makes application on a form supplied by the Company within six (6) months after commencement of employment at the plant to which he was relocated in accordance with the procedures as established by the Company and moves to the new locations within six (6) months after date of application.	108
	(d) In the event an employee who is eligible to receive a Relocation Allowance under these provisions is also eligible to receive a relocation allowance or its equivalent under any present or future Federal or Provincial legislation, the amount of Relocation Allowance provided under this section, when added to the amount of Relocation Allowance provided by such legislation, shall not exceed the maximum amount of the Relocation Allowance the employee is eligible to receive under the provisions of this Section.	109
	Relocation Allowance Amount	110

Miles Between Plants	Single Employee	Married Employee
25 - 99	\$170	\$445
100 - 299	200	495
300 - 499	250	570
500 - 999	320	700
1,000 OR OVER	370	795

**ARTICLE II
COMPANY - UNION RELATIONS**

Section 1 - Purpose of Agreement

- (1) The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement. 200

Section 2 - Reservation of Management Rights

- (1) Within the framework of this Agreement, the Company reserves the right to hire, promote, transfer, demote or lay-off employees and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided. 201

Within the framework of this Agreement, the Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities, to maintain order and efficiency in its plants, and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes and the means of manufacturing. 202

Section 3 - Intimidation, Coercion and Discrimination

- (1) The Company and the Union agree that there will be no discrimination, intimidation, or coercion exercised or practiced against any employee in regard to training, upgrading, promotion, transfer, discharge, lay-off, recall or other work condition because of race, creed, colour, sex, national origin, political affiliation, union activities, **family status, sexual orientation** or marital status. 203
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Further to this the parties agree that there will be no discrimination against employee(s) for any reason proscribed by the Ontario Human Rights Code. 204
2001

Wherever in the Agreement the masculine gender is used, it shall also include the feminine. 205

The Union recognizes that the Company is subject to Federal Regulations in regard to security. 206

Section 4 - Printing of the Collective Agreement

- (1) **The Company is prepared to cover the cost of printing said Collective Agreements and Benefits books which will be distributed within four (4) months of proof reading completion.** 207
2001

**ARTICLE III
STRIKES AND LOCK-OUTS**

Section 1 - Strikes or Lock-outs

- (1) The Company and the Union agree to be bound by the provisions of the Ontario Labour Relations Act in respect of strikes and lock-outs. 300

The Company and the Union agree that neither shall call, authorize, counsel, procure, support or encourage an unlawful strike or lock-out. 301

**ARTICLE IV
UNION REPRESENTATION**

Section 1 - Union Representatives

- (1) Bargaining Committee: The Company acknowledges the right of the Union to select a Bargaining Committee of five (5) members of whom one (1) shall be the Chairperson and one (1) the Skilled Trades Committeeperson. The Company will recognize and bargain with the said Committee on any matter properly arising from time to time during the continuance of the Agreement. The President, or in his absence, the Vice-President of the Local, will be an ex officio member of the Committee if not elected thereto. 400
- (2) Plant Chairperson: The Plant Chairperson of the Union Bargaining Committee shall be known as the full time Plant Chairperson. He shall be on a full time basis for the purpose of administering the Agreement in co-operation with regular Stewards and Committeepersons. He shall be allowed free access to the Company's operations in the performance of his duties. He will be provided with an office and office facilities including desk, chair, telephone and filing cabinet. 401
- The Vice-Chairperson of the Union Bargaining Committee, or because of his unavailability, another designated representative of the Union Plant Committee shall substitute for the full time Plant Chairperson should he be absent from the plant. 402
- The full time Plant Chairperson, or his substitute shall receive the rate of pay equal to the highest straight time rate in the Bargaining Unit and will be limited to 52 hours at straight time per week. 403
- The **Skilled Trades Committeeperson and one (1) other Committeeperson** of the Bargaining Committee shall receive the rate of pay they would have received had they remained at work in their classification, and will be limited 404
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to forty (40) hours per week at straight time. They shall be responsible to the Manager, Labour Relations or his nominee.

On Saturdays, Sundays or Plant Holidays, where three hundred (300) or more employees in the Bargaining Unit are scheduled to work overtime, the Plant Chairperson shall appoint one member of the Bargaining Committee to work such overtime. Alternatively should there be six hundred (600) or more employees in the Bargaining Unit scheduled to work overtime on a Saturday, a Sunday, or a Plant Holiday, the Plant Chairperson shall appoint two (2) members of the Bargaining Committee to work such overtime. The member(s) of the Bargaining Committee so appointed will fulfill all union representational obligations for that day, other than when a shop steward or Zone Committeeperson is available in the area. Should it be determined that there has been a violation of the foregoing, the aggrieved member of the Bargaining Committee will be offered another opportunity to work a Saturday or a Sunday, or a Plant Holiday, as the case may be, as remedy-in-kind.

When a member of the Bargaining Committee ceases to hold office, he shall be returned, consistent with his seniority, to the classification and to the department in which he was employed at the time of his selection to the Bargaining Committee, or to a Job Classification embracing comparable job duties to that which he held prior to his selection.

(3) Zone Committeeperson: The Company agrees that Union representation in each of the **five (5)** geographical zones of the Bargaining Unit shall consist of one Zone Committeeperson and **one (1) Shop Steward**. Zone Committeepersons and Shop Stewards shall be elected or otherwise appointed from the employees in the geographical zone they are to represent. In addition, there will be one Skilled Trade Zone in

- the Bargaining Unit, represented by one Zone Committeeperson and **one (1) Shop Steward.**
- The Union will define the geographical zones and submit the list to the Company. 408
- In the event of future expansion of plant facilities that would be populated by bargaining unit employees, the Company and the Union will meet prior to the start of operations to establish Zones for the new facilities. The Zones shall be established on the same basis that prevails in the existing Zones. 409
- (4) Stewards: If the number of employees in a geographical zone exceeds two hundred (200) in number, then the Union may add one (1) Shop Steward, and one (1) additional Shop Steward for each additional one hundred (100) employees added to the zone. One of the said Stewards shall be known as the Chief Steward. The Chief Steward shall be allowed four hours each Friday afternoon, on Company time, in order to consult with his fellow Stewards on matters related to the administration of the agreement. 410
- On off shifts, the Union will elect or otherwise appoint one (1) Shop Steward for every Zone where off shift work is in operation. 411
- (5) In the event of off shift operations, the members of the Union Executive Board, the Chief Steward and Zone Committeepersons will have a choice of shift. The President shall decide which shift Shop Stewards work, provided it does not affect the efficient operations of the plant, and will notify the Company of the names of Shop Stewards on off shifts and their area of representation. In the event of a dispute regarding the above, the problem will be discussed in a meeting attended by the Union President, the Union Chairperson, the area General Foreman and the Labour Relations Manager or their designees. 412
- (6) Benefits Representative:

- (i) The Company will recognize a Benefits Representative who must be an employee of the Company and who shall be elected by the Local membership to assist the Plant Chairperson. 413
2001
- (ii) The Plant Chairperson shall advise the Manager of Labour Relations in writing of the name of the appointed Benefits Representative. No representative shall function as such until the Company has been so advised. 414
- (iii) The Benefits Representative shall be allowed free access to and from the Company's operations in the performance of his duties. He will be provided with a desk, telephone, and a chair near the Plant Chairperson's office. 415
- (iv) The Benefits Representative shall be responsible for handling any matters pertaining to benefits that may be in dispute and subject to the grievance procedure, including: the Insurance Program; the Supplemental Unemployment Benefit Plan; the Separation Payment Plan; and the Automatic Short Week Benefit Plan. It is understood and agreed that these matters will not be processed through Stage One or Stage Two of the grievance procedure. 416
- (v) The Benefits Representative shall also be responsible for handling any matters pertaining to the Retirement Pension Plan, which will include joint Pre-Retirement Counseling with Company representatives. 417
- (vi) The Benefits Representative shall report to an Employee's supervisor, provided the supervisor is in the department, before contacting such Employee in pursuance of his duties. 418
- (viii) When the Benefits Representative ceases to hold office, he shall be returned, 419

consistent with his seniority, to the classification and to the department in which he was employed at the time of his appointment as Benefits Representative, or to a job classification embracing comparable job duties to that which he held prior to his appointment.

- (7) The President of the Local Union, or in his absence, the Vice-President, will be recognized as an ex officio member of all Committees. It is understood that the President shall not be recognized as an additional Shop Steward or Zone Committeeperson, but will have free access to all plants of the Company's operations covered by this Agreement. 420

Section 2 - Union Business

- (1) (a) The Union recognizes and agrees that Stewards, Zone Committeepersons, **two (2) of the Bargaining Committpersons and the Benefit Representative** have regular duties to perform in connection with their employment and that only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to the business of administering the agreement. The **Skilled Trades Committeeperson and one (1) other Committeeperson** of the Bargaining Committee shall be on a full-time basis for the purpose of performing their representational obligations as members of the Bargaining Committee and Zone Committeepersons. They will be provided with a desk, chair and telephone at a suitable location within the zone they represent. 421
2001
- (b) Time off for Shop Steward: The Labour Relations department will make the request for time off for a Shop Steward employed on nights to attend membership and Stewards' meetings upon receipt of such individual request. 422

A serious attempt will be made to accede to the request, providing at least 24 hours notice is given to make arrangements for the absence and that no cost to the Company is involved. 423

(2) (a) Union Business Practice: Before leaving his regular duties on behalf of the Company to investigate or process a grievance or otherwise attend to the business of administering the Agreement, the Steward or Zone Committeeperson must obtain the permission of his Foreman to do so, and before permission is granted, may be required to complete a form supplied by the Foreman indicating the nature of his business, and the time anticipated to transact such business, it being understood that, if permission is granted and the Foreman's permission will not be unreasonably withheld, the time in excess of such may, at the Company's discretion, and after notice to the Union, be disallowed. 424

In accordance with this understanding, except as provided in ARTICLE VI, Section 8(13), the Company will compensate such employees for the time spent during their working hours in dealing with employee grievances at their regular rate of pay. The Company reserves the right to withhold payment if the Steward or Zone Committeeperson does not conform to the accepted practice when dealing with grievances or if an unreasonable or abnormal amount of time is consumed in dealing with grievances. 425
2001

Any dispute arising from the above may be the subject of the Grievance Procedure.

Shop Stewards and Zone Committeepersons will only be recognized in the area in which they possess acknowledged jurisdiction. It is understood that there may be occasions when 426

a Shop Steward or Zone Committeeperson will be required to follow through a written grievance outside his jurisdiction if such grievance originated within his area. Permission for this purpose will have to be secured, and restricted to within the Plant. In the absence of a Shop Steward or Zone Committeeperson an alternate may be appointed and the Manager, Labour Relations will be notified of the temporary change.

(b) The purpose of this practice is to establish harmonious and acceptable methods by which the parties can effectively and speedily deal with employee grievances and any difference between the parties in the administration of this Agreement. It is also intended to provide the parties, with an "accepted practice". 427

The parties agree to conscientiously apply themselves to the resolution of grievances and problems as stated in Article VI, Section 7(1)(a) of the Collective Agreement. 428
2001

In agreeing to this practice, the parties also agree that when there is a claim by either party that this practice has been violated or abused, it will be raised by the party claiming abuse or violation at a Union-Company meeting (as provided for in Section 4 of this Article), at which time a representative of the National Union will be present. 429

Prior to the determination of disciplinary action with respect to the affected Union officer, the officer will leave the floor area and report to the Labour Relations area. The Manager of Labour Relations or his designee will contact a senior officer of the Union and advise him of the action contemplated. 430

In the event the Union has cause to complain of a Supervisor's violation of this practice, the complaint will be presented to the Manager of Labour Relations by the 431

- Plant Chairperson.
- (c) An employee having a complaint and who believes he requires the assistance of his Steward shall inform his Steward of his request either directly or, through his Supervisor if the Steward is not in the same department. 432
- The employee will not discuss the problem with the Steward until the Steward has permission to be on Union business. This will also apply to a group of employees who have a group complaint. 433
- If the Steward is not in the same department the Supervisor will inform the Steward as quickly as possible of the employee's request. 434
- When a Steward receives a request from an employee or a Supervisor's advice of a request, or, he requires time to investigate, process a grievance or administer the Agreement, he shall contact his Foreman and request permission to do so. 435
- If it is required, he will fill out a Union business time slip indicating the nature of his business and time anticipated (nature of business shall be acceptable if it is to investigate, process a grievance or administer agreement). The Foreman will grant permission immediately unless he has reasonable cause to delay permission. When permission is requested, the Foreman may require additional verbal information concerning the nature of the business. This verbal information will not be unreasonably withheld nor will the Foreman request unreasonably detailed information. 436
- The Steward will be granted permission to consult with necessary employees, Supervisor or his Committeeperson in order to resolve grievances at the earliest stage of complaint. 437
- A complaint (verbal or written) brought to 438

- an employee's immediate Supervisor/Foreman by the Steward will be discussed with the object of resolving it. Both shall make a positive effort to resolve it.
- When a union business time card is required the Steward shall record his time by clocking "in" and "out" on the card. If the Steward is required to go to another department under another Supervisor, he shall present the Union Business Pass to that department Supervisor to confirm his permission to be there. 439
- If a union business time card is not required, the Steward will record his time "in" and "out" on a collecta data card or other acceptable methods of recording time if collecta data is not in use. 440
- A Steward will deal directly with his Committeeperson and unless requested by the Plant Chairperson or his Committeeperson will not request permission to go to the Plant Chairperson's office. 441
- (d) If the complaint is not resolved to the satisfaction of the employee and/or the Union, the Supervisor will authorize the Zone Committeeperson to investigate and process the grievance with the employee, his Supervisor, his Shop Steward, Plant Chairperson or possible witnesses. 442
- The Zone Committeeperson shall process a union business time card when necessary in the same manner as outlined for the Shop Steward. 443
- When it is necessary for a Zone Committeeperson to visit the Plant Chairperson's office in order to investigate or process a grievance or to administer the Collective Agreement, he shall first call the Chairperson's office to confirm his 444

- availability or obtain a time that the Chairperson would be available before permission is granted by the Supervisor.
- If a Zone Committeeperson is required to go to different departments under different Supervisors, he shall present his union business pass to said Supervisor to confirm his permission to be on union business. 445
- If a Zone Committeeperson requests to visit the Labour Relations Department, or has a problem concerning payroll or benefits offices, he will arrange an acceptable time with the Labour Relations Department before permission is granted. 446
- At Stage Two or Stage Three Meetings it shall be the Labour Relations Department's responsibility to clear all necessary persons requested by the Union. 447
- (e) The Plant Chairperson will inform the Supervisor of a department of his presence and who he wishes to speak to upon entering the department. In the event the person the Plant Chairperson wishes to see is unable to be freed at that moment, he will be given an acceptable appointment. 448
- In the event the Plant Chairperson requires the presence of Zone Committeeperson and/or Steward in his office, he will contact the Manager of Labour Relations or his designee, who will make the necessary arrangements as soon as possible. 449
- The Chairperson will have the responsibility to ensure that persons will not congregate nor spend excessive time in his office when they are given permission to be there. 450
- (f) When it is necessary that Union Officers leave the plant premises on union business, other than meetings with the Company or negotiations, it shall be by request of the President of the Local. 451

- (g) With this Union Business Practice must go 452
the common sense application and mutual
desire to solve day to day problems where
situations arise

that are not covered by this and the language
of the Collective Agreement. It is also
understood that unreasonable or abusive
application of this practice or terms of the
Collective Agreement relating to union
business will be dealt with in a responsible
manner.

Section 3 - Union Elections

- (1) The Company agrees that, during the term of 453
this Agreement, the annual election of Officers
of Local 1967 may be conducted on Company
premises under the following conditions:
- (a) Actual voting shall take place during lunch 454
period or prior to commencement of a shift.
- (b) Time required by the Election Committee 455
will be at Union expense.
- (c) It is understood that all By-Elections will be 456
held by an Election Committee selected from
the plant. It is further understood that all
such elections shall take place out of working
hours, e.g. before commencement of shift,
and during lunch period.
- (2) Telephone Advice of a Union Officer's 457
Appointment and Clearance: The Company
agrees to accept advice by telephone to the Plant
Manager, Labour Relations or his designee of the
appointment, election, or clearance of a Union
Officer, and will recognize such Officer from that
time, providing a letter of confirmation is
received from the Union.

Section 4 - Company-Union Meetings

- (1) The Union Bargaining Committee and the 458
Company Labour Relations Committee shall
meet within four working days when there is

- business which requires their joint consideration.
- (2) Necessity for a meeting may be indicated by a letter from either party to the other party containing a specific agenda for the subject or subjects for discussion. 459
- (3) If a written response is requested by either party, it will be given within five (5) working days of the meeting. 460

Section 5 - Attendance of National Representative

- (1) A National Representative or Representatives of the Union may be present and participate in any meeting of the Union Bargaining Committee and the Company. 461

Section 6 - Bulletin Boards

- (1) The Company will provide bulletin boards for the exclusive use of the Union, at agreed upon locations throughout the Plant for posting notices bearing the written approval of the President or the Financial Secretary of the Local Union, restricted to: 462
- (a) Notices of Union recreational and social affairs; 463
- (b) Notices of Union elections; 464
- (c) Notices of Union appointments and results of Union elections; 465
- (d) Notices of Union meetings; 466
- (e) Notices concerning bona fide Union activities such as : Co-operatives; Credit Unions; and Unemployment Compensation information; 467
- (f) Other notices concerning Union affairs which are not political or controversial in nature; 468
- The Union will promptly remove from such Union bulletin boards upon the written request of Management, any material which is libelous, 469

scurrilous, or detrimental to the labour/management relationship.

Section 7 - The Union Newspaper

- (1) This will authorize the Union to make monthly distribution of the Union Newspaper "1967 Local Review". So long as the conditions are carefully observed, the Company has no objection to the paper being brought into the Plant on the day of circulation and distributed at the time clocks during the five (5) minute wash up period. 470

This authority does not cover distribution of any other material than the "1967 Local Review". 471

Section 8 - Payment of Bargaining Committee

- (1) Members of the Bargaining Committee, including members of any sub-committee, will be compensated for the time spent during regular working hours in negotiating with the Company Representatives for renewal of the Collective Agreement, except when a lawful or unlawful strike or lawful lock-out is in effect. 472

**ARTICLE V
UNION SECURITY**

Section 1 - Union Security

- (1) The parties agree to the following Union security provisions covering all employees: 500
- (a) As a condition of employment, all present employees shall become and remain members of the Union. 501
 - (b) As a condition of employment, all new employees shall be required to join the Union upon commencement of employment, and shall remain members of the Union. 502
 - (c) As a condition of employment, all new employees will be required to complete an application for membership in the Local Union at the time of hiring. 503

- (2) The Company will deduct from the pay of each employee covered by the Agreement such monthly dues, and initiation fees of new employees, as may be adopted by the National Union. Each employee shall sign a payroll deduction authorization. Such monies to be deducted from the employee's pay received on the third pay day of each month. 504
- In addition, wherever applicable, the Company will deduct, from the Supplemental Unemployment Benefits paid to each laid off employee, such monthly dues as per the National CAW Constitution, for each month of lay-off that the employee did not earn forty (40) hours pay but did receive Supplemental Unemployment Benefits equivalent to forty (40) hours pay 505
- Such employee shall sign a payroll deduction authorization. Any complaint regarding such deduction will be lodged with the Union by the employee and will not be subject to the Grievance Procedure. 506
- All new employees will be required to contribute initiation fees and monthly dues commencing from the first deduction date following date of employment, PROVIDING, they have completed forty (40) hours of work at that time. Otherwise, deductions will be made from the second deduction date following date of employment. All new employees will be introduced to their Shop Stewards when reporting for work. Similarly, employees transferred will be introduced to their Shop Steward when reporting for work. 507
- (3) T-4 Slips: It has been agreed that the amount of Union dues and Skilled Trades dues deducted from an employee's paycheque will be shown on that year's T-4 Slip. 508

**ARTICLE VI
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1 - Policy Grievance

- (1) The Union may file a "Policy Grievance", signed by either the Plant Chairperson or the President or their designee, into Stage Three of the Grievance Procedure. At any Stage Three Meeting involving a Policy Grievance(s), the Union may be represented by the entire Bargaining Committee. 600

A "Policy Grievance" is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which could not otherwise be resolved at lower steps of the Grievance Procedure because of the nature or scope of the subject matter of the grievance. The matter may be referred by either party to Arbitration in the same way as the grievance of an employee. 601

Section 2 - Group Grievance

- (1) A "Group Grievance" is defined as a single grievance signed by the Union Representative on behalf of a group of employees whom he represents and who have the same grievance with the Company. For the purposes of Stage One, Stage Two, Stage Three, and Arbitration, no more than two (2) employees shall be appointed by the Union as representative(s) for the aggrieved employees. 602

Section 3 - Improper Lay-off Grievance

A claim by an employee that he has been improperly laid off shall be treated as a grievance if a written statement of such grievance is lodged with the Company within ten (10) working days after the employee has been given notice of lay-off. 603

Section 4 - Failure to Recall Grievance

- (1) Failure to recall shall apply to employees on lay-off if the Company assigns work normally 604

performed by them to employees in other classifications. This shall be treated as a grievance if a written statement of such complaint is lodged with the Company within ten (10) working days after it is brought to the attention of the Plant Chairperson. This provision is not to nullify the provisions of ARTICLE VII, Section 3, Temporary Reassignment, of the Agreement.

In the case of improper lay-off or failure to recall grievances, Stage Three shall be invoked within three (3) working days thereafter and, if the case is referred to Arbitration, it shall have priority over pending cases wherever possible, in accordance with Section 8(6) of this Article. 605
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Section 5 - Suspension Grievance

(1) In the case of suspension grievances, Stage Three shall be invoked within three (3) working days. 606

Section 6 - Job Posting and Benefit Grievances

(1) Grievances with respect to job postings and benefits, shall be processed directly to Stage 3. 607

Section 7 - Grievance Procedure

(1) (a) An earnest effort shall be made without undue delay to settle any complaint which may arise between the Company and the Union or an employee with respect to working conditions or the interpretation, application, or alleged violation of this Collective Agreement in the following manner: 608

The Company is to possess the Option of refusing a complaint unless the circumstances or conditions upon which it is based have originated or occurred within ten (10) working days prior to its first presentation as a complaint at Stage One. 609

Stage One

(2) (a) An employee who has a complaint shall, provided it is done within the time limit 610

specified in Sub-section (1)(a) above, discuss it with his Foreman or designee either alone or accompanied by the Steward for his Zone, with a view to prompt and fair adjustment.

- (b) The Foreman or designee shall give the employee and/or the Steward an oral reply as soon as possible but in all cases it shall be given within one (1) working day from the original presentation of the complaint. 611

Stage Two

- (3) (a) If the decision of the Foreman or designee at Stage One does not settle the complaint to the satisfaction of the employee and/or Steward, then it shall be presented in writing (hereinafter referred to as a grievance) by the employee and/or the Steward to the employee's Foreman or his designee within two (2) working days from the date on which the decision at Stage One was rendered.. 612
- (b) The grievance shall be presented on a Company approved form and shall include the name of the aggrieved employee, his employee number, department, and the signature(s) of the aggrieved employee and/or Steward. The Union shall attempt to identify the applicable Article(s) of the Collective Agreement allegedly violated, the date of the incident, the nature of the grievance, the specific redress sought and the date and time the grievance was submitted 613
- (c) A meeting will be held within three (3) working days from the date upon which the written grievance was presented to the employee's Foreman or his designee. The meeting will be attended by the employee, the Steward and Committeeperson for the employee's Zone, and the General Foreman or Department Head. 614
- (d) The General Foreman or Department Head shall render a written decision on the 615

Grievance Form and present it to the Zone Committeeperson within two (2) working days from the date of the meeting.

- (4) The parties recognize the importance of full discussion and shall make every effort to settle the complaint/grievance at Stage One and Stage Two. It is understood by both parties that any resolution of a complaint/grievance at either Stage One or Stage Two shall not establish a precedent for future cases and shall not be relied on by either party in the handling of any other matter. 616

Stage Three

- (5) (a) Should the grievance proceed, it shall be presented by the Committeeperson to a Labour Relations Representative within two (2) working days from the date on which the decision at Stage Two was received by the Committeeperson. 617

- (b) A final effort at mutual settlement shall be made at a meeting to be held within ten (10) working days from the date upon which the grievance was presented to the Labour Relations Representative. The Manager of Labour Relations and the Plant Chairperson will mutually agree to an agenda outlining the grievance(s) to be heard at the Stage Three Meeting normally three (3) working days, but not less than one (1) working day, prior to the date of the meeting, unless otherwise agreed to by the parties. The Union shall be represented at such meeting by the Bargaining Committee, Zone Committeeperson and a shop steward. The Company shall be represented at Stage Three Meetings by not more than two (2) representatives of the Labour Relations Department, the General Foreman, or Department Head, and such representatives of Management as the Company requires. At Stage Three Meetings either party may 618

- require the attendance of the aggrieved employee.
- (c) The Company shall provide the Union with its written decision on the grievance within three (3) working days from the date of the meeting. 619
 - (d) The Company will produce at the Stage Three hearing such pertinent disciplinary notices, production, payroll, and attendance records pertaining to the aggrieved employee involved as may be necessary for the settlement of the grievance. 620
 - (e) It is understood that the Plant Chairperson shall have free access to all grievance hearings if he so desires. 621
 - (f) The Company agrees that a written explanation shall be given for a grievance being denied at Stage Two and Stage Three. 622
 - (g) The ten (10) working days quoted in Subsection (1)(a) of this Section are based on the ten (10) days worked by the employee and not Plant working days, i.e., if an employee is absent for any reason the days absent would not count in disqualifying the complaint on time limits. 623
 - (h) The Company agrees to hold Third Stage Grievance Meetings on two (2) regularly scheduled days each week, for five (5) hours per day between 9:30 a.m. and 4:00 p.m., providing there are grievances to be heard. 624
- (6) Compliance With Time Limits of This Article
- (a) The parties agree that the time limits provided in this Article are essential to the prompt and orderly resolution of any complaint/grievance that may arise, and that they will abide by such time limits, unless an extension of any such time limit is mutually agreed to in writing. If such extension is requested by the Union in a grievance involving continuing financial liability on the 625

part of the Company, the period of time covered by such extension shall not be counted in determining financial liability.

- (7) Limitation on Retroactive Effect of a Grievance or Arbitration Decision
 - (a) Notwithstanding any other Section or Sub-section of this Article, in the event that it should be decided through the Grievance Procedure, including Arbitration, that an employee has failed to receive the rate of pay to which he is properly entitled under the provisions of this Agreement respecting the application of seniority or rates of pay, such financial liability shall not extend beyond a period of fifteen (15) working days preceding the date on which the Foreman or designee at Stage One heard the complaint or, in the case of an improper lay-off or failure to recall grievance, beyond a period of fifteen (15) working days preceding the date on which the Labour Relations Representative received the written grievance at Stage Three. 626

Section 8 - Arbitration

- (1) Within five (5) working days from the date of receipt of the Company's decision on a grievance in Stage Three, the Union, through the Chairperson of the Bargaining Committee, may request in writing on the original grievance, that the grievance be appealed for Arbitration. 627
- (2) Alternatively, within the time limits for expedited arbitration under the Labour Relations Act, either party may request a grievance be heard through the Arbfac Group, in accordance with their procedures for expedited labour arbitration. 628
- (3) Upon the receipt of such written request for Arbitration, the Company and the Union shall attempt to agree on a Submission to the Arbitrator, signed by both parties and setting 629

	forth the issue(s) and the specific Article(s), Section(s) and Sub-section(s) in dispute.	
(4)	If the Company and the Union cannot agree upon such Submission, each party, at least two (2) working days in advance of the hearing, shall submit to the other a statement in writing of the issue(s) it considers in dispute.	630
(5)	The Grievance Form and the decisions and statement written thereon or attached thereto, along with either the Joint Submission outlined in Sub-section (2) above or the statements outlined in Sub-section (3) above, shall be presented to the Arbitrator.	631
(6)	Grievances referred to Arbitration shall have priority in the following order:	632
	1. Discharge	633
	2. Lay-off or Failure to Recall	
(7)	It is agreed that disputes which are carried to the Arbitration Stage shall be heard before a single Arbitrator. The Company and the Union, having expressed confidence in the ability of the undermentioned persons, agree that they shall be called to arbitrate on a rotation basis and in order of their listing.	634
	M.R. Gorsky	635
	E.E. Palmer	
	W.B. Rayner	
	O.B. Shime	
	C.G. Simmons	
	H.D. Brown	
	K. Burkett	
	M. Saltman	
	P. Barton	
	P. Knopf	
	Selection will be made from the List of	636

- Arbitrators in the manner indicated below.
- If the Arbitrator, whose turn is indicated, cannot act within thirty (30) days, the succeeding names will be approached in order until an Arbitrator is reached who can sit within thirty (30) days. It is anticipated that the Arbitrator will submit the award within thirty (30) days from the date of hearing. 637
- No matter may be submitted to Arbitration which has not been considered under Stage Three of the Grievance Procedure and the Grievance Form and the decisions written thereon or attached thereto shall be presented to the Arbitrator and the Arbitrator's decision shall be confined to deciding the issue therein set out. 638
- (8) The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement. The Arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the Arbitrator is just and equitable. 639
- (9) The decision of the Arbitrator shall be final and binding on both parties and his expense shall be borne in equal shares by the Company and the Union. 640
- (10) For the duration of the Collective Agreement the Company is prepared to renew the previous arrangement whereby one or two cases may be presented at one arbitration hearing. 641
- (11) It is agreed that, in view of the accessibility of operations and witnesses, arbitration hearings will be held on the premises of the Company, unless either party wishes to hold them off Company premises in which case the cost of the accommodation shall be **shared equally by the** 642
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parties.

- (12) At any stage of the Grievance Procedure including Arbitration, the conferring parties may have the assistance of necessary witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the Plant to view the disputed operations or to confer with the necessary witnesses. 643
- (13) An employee, appearing during working hours before an Arbitrator on the hearing of his appeal on a grievance, shall be paid by the Company, at his regular rate, for the time so spent. The same condition shall apply to employees who may appear as witnesses relative to an Arbitration case. In addition, the Company will pay the full time Chairperson and the members of the Bargaining Committee, other than those on a full time Union Business leave of absence, for attending an arbitration hearing, during working hours, at their regular rate, for the time so spent. 644
- (14) The Company recognizes that should Local 1967 no longer require a full time President, the pertinent provisions of Sub-section (13) above will apply should the parties proceed to Arbitration. 645

Section 9 - Disciplinary Action

- (1) When a disciplinary notice is placed against the record of an employee, written notice of such action shall be given to the employee and the Union and the following time limits shall prevail, if the disciplinary notice is to be used later. 646
 - (a) For an action other than work performance and lateness, a meeting will be held with the employee, his steward and/or his Committeeperson and Supervision within two (2) working days of the claimed offence. If discipline is to be imposed it shall be issued within two (2) working days of the discussion between the parties. 647
 - (b) For an action relating to work performance, 648

a meeting will be held with the employee, his Steward and/or his Committeeperson and Supervision within two (2) working days after discovery of the faulty work performance. If discipline is to be imposed it shall be issued within two (2) working days of the discussion between the parties.

- (c) Whenever an employee is subject to review because of five (5) lateness in a calendar month, or persistent lateness, such review shall be made at a meeting with the employee, his Steward and/or his Committeeperson and Supervision within five (5) working days following the end of the said month. 649

If discipline is to be imposed it shall be issued within five (5) working days of the discussion between the parties.

- (d) (i) The two (2) working days quoted in Sub-sections (1)(a) and (b) above are days worked by the employee and not Plant working days, i.e. days absent by the employee would not count in disqualifying the disciplinary notice on time limits. 650
- (ii) The five (5) working days in Sub-section (1)(c) above are days worked by the employee and not Plant working days, i.e. days absent by the employee would not count in disqualifying the disciplinary notice on time limits. 651
- (iii) In clarification of Sub-sections (1)(a), (b) and (c) above, if an employee is absent from work subsequent to the holding of a disciplinary meeting, the Company agrees to give the Union Representative who attended the meeting (or his alternate), the Union copy of the disciplinary notice within Plant working days and the employee concerned would receive his copy on his 652

return to work with the understanding that in the case of a suspension the suspension would not take place until the employee reported for work.

If an employee does not receive a disciplinary notice for lateness for an elapsed period of one (1) year, any disciplinary notices for lateness issued prior to the one (1) year elapsed period will not be used against him. 653

If an employee does not receive a disciplinary notice for reasons other than lateness for an elapsed period of one (1) year, then any disciplinary notices issued prior to the one (1) year elapsed period will not be used against him. 654

Expired disciplinary notices will be handed to him or his Union Representative on request. 655

(2) (a) An employee called for an interview for the purpose of reprimand, disciplinary action or investigation of same shall have a Union Representative present during the interview. 656

(b) As part of the understanding in reaching agreement on Sub-section (2)(a) above, Disciplinary Interviews, it was agreed that the Union Representative would not interfere with the right of the Company to properly conduct a Disciplinary Interview nor will it be interpreted as an interview when an employee is spoken to for purposes other than covered in this Sub-section. 657

Discharge

(3) An employee with seniority who may have given cause for discharge, if he is on Company premises, shall report to a designated office where a meeting will be held, convened by the employee's Supervisor, with the relevant Union and Company representatives. Should such employee subsequently be discharged by the Company, the employee will be notified in writing of the grounds for discharge, and a copy of such notification will be given to the Plant 658

Chairperson. At any stage of the grievance procedure, including arbitration, the Company will be held to the grounds for discipline or discharge set out in such letter.

Where the employee with seniority is not on Company premises, a registered letter will be sent to the employee with notification of the Company's intention to discharge. The Plant Chairperson will receive a copy of this letter. If required by either party, a meeting will be held within three (3) working days to discuss the matter, attended by the Shop Steward, Zone Committeeperson, Plant Chairperson, employee's Supervision, a Labour Relations Representative and the employee if he is available. 659

In either case, the matter will be fully discussed and if the final decision of management is not satisfactory then a grievance may be filed within ten (10) working days from date of notification of discharge. 660

In such case, Stage Three shall be invoked within three (3) working days thereafter and if the case is referred to Arbitration it shall have priority over pending cases wherever possible in accordance with Section 7(5) of this Article. 661

ARTICLE VII SENIORITY

Section 1 - General Provisions

- (1) The Company and the Union agree with the Principle that those with greatest seniority shall be given preference in promotions and that those with least seniority shall be the first to be demoted or reassigned - PROVIDING - that in either case, the employee or employees involved possess the ability and the desire to do the work required. 700
- (2) Fundamentally, rules respecting seniority are designed to give employees an equitable measure 701

of job security based on length of service with the Company and subject to the provisions of the Collective Agreement .

- (3) The Company agrees that, during the term of this Agreement, employees will not be permitted to resign for the express purpose of being reinstated in a job to which they would not ordinarily be eligible. 702
- (4) There shall be two (2) Seniority Lists as follows: 703
 - (a) Skilled Trades employees 704
 - (b) Employees other than the Skilled Trades employees. 705

However, an employee accepting a position from production to skilled trades or vice versa shall have his skilled trade or production seniority frozen from the date of entry. Thereafter seniority shall accumulate in the production or skilled trades, as the case may be. 706

Section 2 - Determination

- (1) Seniority rights shall be established from the date on which an employee commences his present employment with the Company. Former hourly rated employees of Avro Aircraft Division of Hawker-Siddeley (Canada) Ltd. who were laid off on July 27th, 1962 and immediately accepted employment with DeHavilland Aircraft of Canada, Limited, Aircraft Division, and who accepted employment with the Company on the date of takeover or in accordance with the Memorandum of Understanding of October 29th, 1965 between the Union, the DeHavilland Aircraft of Canada, Limited and the Company, shall be credited with Avro and DeHavilland Aircraft of Canada, Limited, seniority, provided, however, that maximum seniority for such employees shall be December 1, 1945. 707
- (2) All DeHavilland employees who terminated their services with DeHavilland and who accepted immediate employment with the Company on the takeover date shall be credited with their

DeHavilland seniority dates. The same date shall be used on Job Classification lists .

- (3) Any employee who completes sixty (60) days of work during the one period of employment will be considered as having completed his probation and his name will be added to the appropriate Seniority List, retroactive to the date on which he commenced his present employment with the Company. Notwithstanding anything contained elsewhere in this Agreement, no grievance will be lodged against the discharge, by the Company, of a probationary employee. A probationary employee may grieve only on matters relating to normal operating conditions. If an employee works a day or part of a day or if a Statutory Holiday should fall during the probationary period, such day, part of the day, or Statutory Holiday shall be considered as a working day for the purpose of computing the employee's probationary period. 709
- (4) (a) Positions Outside the Bargaining Unit: No employee covered by this Agreement will be transferred to a position outside the Bargaining Unit without his consent. 710
- (b) An Assistant Foreman or Foremen who prior to June 23, 1965, was transferred from a Job Classification in the Bargaining Unit to a Supervisory position over members of the Unit shall continue to accumulate seniority during the period he is not in the Bargaining unit, up to June 22, 1965. Thereafter he will retain but will not accumulate any further seniority. An employee appointed to any other position with the Company which is not covered by this Agreement or an employee appointed Assistant Foreman or Foreman after June 23, 1965, will retain the seniority acquired at date of leaving the unit, but will not accumulate seniority thereafter. 711
- (c) If such employees return to the Bargaining Unit, the return shall be to the former Job 712

Classification or a Job Classification embracing comparable job duties to that which they held prior to appointment, providing such return does not result in the lay-off or bumping of an employee holding greater seniority. However, an employee who accepted an appointment to General Foreman or above, shall relinquish any rights to return to the Bargaining Unit under this Sub-section.

- (d) Notwithstanding the above terms of Sub-section (4), effective July 1, 1987, an employee who is promoted out of the Bargaining Unit to the position of Assistant Foreman or Foreman after July 1, 1987, will lose all Bargaining Unit seniority after they have been out of the Bargaining Unit for ninety (90) calendar days. 713
- (5) Any employee who is laid off and is subsequently re-employed within a period of twelve (12) months shall be credited with his previous days worked for purposes of service and seniority. 714
- (6) Recognition of Union Officers: In order that the operations of the Union as authorized on Company premises, will not become disorganized when lay-offs are being made, the Company agrees to the following procedures: 715
 - (a) The Plant Chairperson, Union Safety Representatives, Benefits Representative, and any member of the Local Executive Board or Bargaining Committee shall be the last person who is removed from his classification during his term of office so long as he is qualified to perform the work available. Thereafter he will be subject to all bumping provisions except that he will not be laid off during his term of office so long as full time work at his own level or a lower wage level is available which he is qualified to perform. 716

- (b) Subject to (a) above, a Zone Committeeperson shall be the last person who is removed from his classification in the Zone in which he is recognized as holding Union representation. Thereafter he will be subject to all bumping provisions except that he will not be laid off during his term of office so long as full time work is available in his Zone at his own level or lower wage level which he is qualified to perform. 717
- (c) Except for (a) and (b) above, a Shop Steward shall be the last person who is removed from his classification in the area of the Zone in which he is recognized as holding Union representation. Thereafter he will be subject to all bumping provisions except that he will not be laid off during his term of office so long as full time work is available in his area of his Zone at his own level or a lower wage level which he is qualified to perform. 718
- (7) An employee while retained on the Seniority List during lay-off accumulates seniority during such a period. 719
- (8) In the event that two or more employees possess the same seniority dates, the employee holding the lowest clock number shall be deemed to possess the highest seniority, unless otherwise provided for in this Collective Agreement. 720
- (9) A complaint by an employee relative to his position on a Seniority List may be dealt with as a grievance, at any time. However, the Company's financial liability shall not extend beyond a period of fifteen (15) working days preceding the date on which the Company receives the written grievance. 721
- Section 3 - Temporary Re-Assignment**
- (1) The Company may temporarily re-assign employees to other work such as may be necessary to avoid short lay-off and/or short recall and to cover temporary expansion in an 722

- operation or operations, provided:
- (a) that the Committeepersons for the Zones affected are advised in writing of the work conditions and names of the employees involved prior to the commencement of the re-assignment; 723
 - (b) that the temporary period shall in no case exceed fifteen (15) working days unless an increase of this period is arranged by mutual consent of the Company and the Plant Chairperson; 724
 - (c) such employees as may be assigned to the temporary work shall receive the pay of their regular Job Classification or the top rate of the Job Classification in which the temporary work occurs whichever is the higher; 725
 - (d) no disciplinary action will be taken against any employee who is assigned work of a temporary nature in another Job Classification by reason of his failing because of lack of job knowledge to satisfactorily do the work required of him in that classification; 726
 - (e) no employee will be declared surplus while an employee is temporarily assigned to his Job Classification; 727
 - (f) The Company agrees that it will not use temporary re-assignment to circumvent the recall procedure. It is understood that the word "short" as used above shall be deemed to mean fifteen (15) working days or less; 728
 - (g) no employee will be temporarily re-assigned from the production classifications to any of the classifications or trades as shown in ARTICLE XV or vice versa; 729
 - (h) in the event the re-assignment is to a higher-rated job, the senior qualified personnel in the department affected will be given preference, should the reassignment be for 730

- greater than one day's duration ;
- (i) in the event the re-assignment is to a lower-rated job the least senior employee in the department affected will be re-assigned, should the reassignment be for one week's duration or greater. 731
 - (j) Other than where the reassignment is to avoid short layoff, should the reassignment be for greater than one week's duration, the Company will offer the reassignment to the next person on recall in the classification affected, providing the person is active and on the required shift. 732
 - (k) The reference to one day in (h) above shall be one week where the temporary re-assignment is made as a result of vacation requirements. 733

Section 4 - Loss of Seniority

- (1) Seniority status once acquired will only be cancelled upon: 734
 - (a) If an employee voluntarily quits employment or is discharged and such discharge is not reversed through the Grievance Procedure. 735
 - (b) Failure to return to work within seven (7) work days after issuance of the certified notice to the last address shown on the Company's Personnel Records. If the employee is unable to report within the time limits because of extenuating circumstances beyond his control, the Company will extend this period. 736
 - (c) A laid off employee shall retain recall rights for a period equal to the seniority attained at time of lay-off, except that an employee with less than eight (8) years seniority at the time of lay-off shall retain recall rights equal to the seniority attained at the time of lay-off plus one (1) year, or eight (8) years of recall rights, whichever is less. 737

- (d) **A laid off employee will have the option of refusing his first recall opportunity, providing it is done with twenty-four (24) hours of notification. The employee will forfeit all recall rights to this position. Should the employee refuse a subsequent recall he will forfeit all recall rights.** 738
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- (e) In the event of change in home address an employee or employee on lay-off shall notify the Company's Personnel Department of such change on quadruplicate forms furnished by the Company stating his name, date of change of address, old address and new address. A copy will be retained by the Company, be provided to the Insurance Department, the employee and the Union. All copies shall be signed by the individual and the designated Company representative. Notification must be made in person or by registered mail, however, if the latter method is used the employee must return all copies to the Personnel Department who will acknowledge the receipt by returning the employee's copy to him. 739
- Failure to comply with this provision may be cause for loss of seniority. 740

Section 5 - Job Postings

- (1) The following conditions shall apply to job postings: 741
- (a) When there are openings within the job classifications covered by this Agreement, with the exception of Production Facilities Operator, the Company shall post notices on the bulletin boards throughout the plant. These notices shall remain posted for a period of seventy-two (72) hours and before hiring outside help, applications from eligible employees shall be considered in conjunction with ARTICLE VII, Section 1, Sub-sections (1) and (2). Notices shall remain posted until 742

- the end of the shift following the expiry of seventy-two (72) hours after the time of posting.
- (b) Subject to the remaining provisions of Sub-section (1) below, an employee who has attained seniority is free to apply for any posted job in which he can show previous experience or ability. 743
 - (c) An employee applying for a position in his same wage group shall not be considered until after those applicants for the said job vacancy from a lower wage group and who qualify under the "promotion" terms of reference have been considered. 744
 - (d) No employee can apply for a posted job on a lower wage group than he holds except as provided in Section 7 of this Article or Article XV, Section 2, Sub-section (11) or unless mutually agreed between the Union and the Company. 745
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 - (e) An employee accepted on a job posting will be notified of his acceptance within ten (10) working days after the posting has been removed. If such successful applicant is not assigned to his new job classification within twenty (20) working days from the day he was notified of his acceptance, he will receive the applicable wage rate for his new job classification effective the commencement of the pay period following the expiration of the twenty (20) working days and will be assigned to his new job classification no later than thirty (30) working days from the day he was notified of his acceptance. 746
 - (f) Applicants who are deemed to be not qualified for a job posting shall be notified of the specific reason(s) they are not qualified. Such employees shall not be permitted to re-apply for an opening in the same Job Classification unless acquisition of the specific qualifications lacking is shown on a 747

- subsequent application .
- (2) (a) Notwithstanding other provisions of the Agreement, an employee who is accepted for promotion on the basis of a job posting may request to be returned to his former Job Classification provided he requests return within fifteen (15) working days. If the request is because he finds himself unable to perform the duties of the new Job Classification he will be returned. If the request is for other reasons it shall be granted when production requirements permit, but no later than three (3) working days following such request. 748
- (b) A period of up to fifteen (15) working days will be given to the successful applicant to perform the requirements of the job. During such period the successful applicant will be given adequate training and instructions to demonstrate all of the processes associated with the job. The Company may not arbitrarily curtail this period. In the event that the successful applicant subsequently fails in the above noted fifteen (15) working day period, he shall be returned to his former Job Classification and the matter may then be referred to the grievance procedure. 749
- (c) In the event that an employee is returned to his former Job Classification in accordance with Sub-section 2(a) or (b) above, and the vacancy still exists, the Company will review, in order of seniority, the other applicants for that job to determine if another applicant has the ability to satisfactorily perform the work, and if so, he shall be selected for the job. If no applicant has the ability to satisfactorily perform the work, the job classification shall be reposted. 750
- (d) After fifteen (15) working days, an employee's seniority will be vested in the Job Classification and flow chart to which he has 751

- moved under successful application for a posted job, except as provided in Article XV, Section 2 (4).
- (e) When an employee is accepted for a position in a job classification he had previously been employed in with the Company, he shall receive the job rate upon moving to that position. 752
 - (f) If an employee is moved to a lower classification as a result of 5(1)(d) or Section 7 of this Article he shall receive the job rate upon moving to the new position. 753
 - (3) The Company shall repost open Job vacancies that have not been filled within sixty (60) working days of removal from the Company bulletin boards. 754
 - (4) Tests used in the Job Posting Procedure will be relevant to the normal requirements of the job classification. 755
 - (5) Prior to the Company hiring a "new employee" into the Bargaining Unit, into a position designated below, the Company will make reasonable efforts to contact by phone, to offer the job to an "eligible employee" on lay-off who has an application for the position on file with the employment department and is physically capable of performing the work in question. Should the employee accept the position, he will forfeit his recall rights to any job at the same or lower wage level. 756
- The employee will serve a probationary period of thirty (30) employee working days, during which time the applicant will be given adequate training and instructions to demonstrate all of the processes associated with the job. Should he fail to demonstrate the required ability during this period he shall be returned to lay-off, without notice, and his former recall rights reinstated. 757
- The designated positions are Wing Tank Mechanic, Electrical Installer, Bench Structural 758

Airframe Assembler, Sealer, Machined Parts Finisher and all jobs in wage group 4 and below.

A "new employee" is a person who neither has recall rights to the unit nor has lost recall rights by virtue of the length of time he has been on lay-off. 759

An "eligible employee" is any employee with recall who has not declined an offer of employment under this provision in the previous six (6) months and who had at least three (3) years of seniority at the time of layoff. 760

Section 6 - Lay-Off and Recall

(1) When it is necessary to reduce the working force, the following seniority provisions are effective: 761

(a) In the event of a major machine breakdown, power failure, water failure, fire or flood, then the Company may lay-off the employees affected without regard to seniority and will be permitted up to three (3) working days to determine seniority rights and make proper adjustment of staff, PROVIDED that no employee may be laid off out of seniority for more than six (6) working days in one calendar year. In the case of other similar circumstances, beyond the control of the Company, the action to be taken shall be determined by mutual agreement of the parties. 762

(b) Probationary employees in the Job Classifications affected shall first be terminated via lay-off. 763

(c) Employees with seniority in the job classification affected will be removed from the classification in inverse order of seniority and may accept lay-off or exercise bumping rights. 764

An employee who elects to exercise his bumping rights shall have the choice of one of the following: 765

- (i) displace the employee holding least seniority at the next succeeding downward wage level on his present flow chart, or 766
 - (ii) displace the employee holding least seniority at the next succeeding downward wage level in a classification he had previously occupied on his present flow chart. If an employee has occupied more than one classification at the next succeeding downward wage level, he shall be limited to bumping the least senior employee in those classifications, or 767
 - (iii) displace the employee holding least seniority at the next succeeding downward wage level on another flow line of his present flow chart from which he had moved, or 768
 - (iv) displace the employee holding least seniority at the next succeeding downward wage level in a classification he had previously occupied on another flow chart from which he had moved, or a flow line down from such a classification. 769
- Any employee who exercises his bumping rights into Production Facilities Operator and is unable to perform the assigned work, as a result of medical restrictions, may be assigned to other work within the Production Facilities Operator classification providing he has the seniority to displace the employee performing that work. 770
- An employee who is bumped from Wage Group 3 on Flow Chart 11 may bump into the Group 3 Production Facilities Operator. 771
- (d) In the application of this Sub-section the parties recognize that the above will be the normal procedure but that there may be 772

exceptions wherein an employee declares that he cannot perform the job at the next succeeding downward wage level during the prescribed time limits in which case he shall be permitted to displace the junior employee on the next succeeding downward wage level on the flow lines of his Flow Chart.

- (e) In no event shall an employee bump another employee who is employed in a higher paid Job Classification. 773
- (2) An employee who exercises his bumping rights shall be permitted fifteen (15) working days to prove his ability to satisfactorily do the work of the displaced employee and if unable to do so he will be laid off and a displaced employee recalled according to seniority on the Flow Chart affected unless the Union is notified that no replacement is required. This provision will not be applied in the case of an employee exercising his bumping rights into a job classification which he previously has had seniority vested in with the Company. 774
- (3) A list of employees declared surplus will be made available to the Union forty-eight (48) hours prior to the notice required under the Employment Standards Act. 775
- The parties recognize that where there are provincial or federal government laws, regulations or statutes governing payment and notice for lay-off and these laws, regulations or statutes exceed the provisions of this Collective Agreement, the Company will apply the required notice and pay as provided by such law, regulation or statutes. The Union shall receive such required notice prior to its release. 776
- (4) (a) A laid off or surplus employee will be granted recall to the job classification his seniority was vested in at the time, and to those job classifications which he indicates he would have bumped into had he sufficient seniority. 777

- (b) However, an employee who has elected lay-off cannot claim recall to any Job Classification on his Flow Chart which is below that from which he elected lay-off, or be recalled to a job in which he had failed. 778
- (c) Laid off or surplus employees shall be called back in inverse order of their lay-off. **The parties further agree that where the company is recalling more than one employee in a job classification at any one time, and an employee is unable to return to work in the position recalled to, due to a physical handicap, the employee will be placed in one of the other openings in that job classification that he/she is capable of performing, wherever possible.** 779
2001
- (d) A surplus employee who declines recall to a Job Classification to which he has recall rights shall relinquish his recall rights to that Job Classification, but shall retain recall rights to all other Job Classifications to which he has recall rights. 780
- (e) A surplus employee who is assigned to a new Job Classification in accordance with the Job Posting procedure of this Agreement (Article VII, Section 5) shall retain recall rights to all other Job Classifications to which he has recall rights. 781

Section 7 - Replacement of Physically Restricted Employees

- (1) (a) Any employee who has been incapacitated at his work by injury or compensable occupational disease, while employed by the Company, will be employed in other work on a job that is operating in the Plant which he can do without regard to any seniority provisions of this Collective Agreement, except that such employee may not displace an employee with longer seniority. The Plant Chairperson shall receive written 782

notice prior to any reclassification under this Sub-section (1)(a).

(b) In the event of an employee suffering a major physical disability other than covered in (a) above, exceptions shall be made to the provisions of this seniority in favour of such employee by agreement between Company and the Bargaining Committee. 783

(c) Any case appealed to Arbitration involving a continuing refusal of Management to return an employee to work from sick leave or absence which has continued for twenty-six (26) weeks or longer, by reasons of the medical findings of a physician or physicians acting for the Company, will be reviewed between the Company and the Union, if such findings are in conflict with the findings of the employee's personal physician with respect to whether the employee is able to do a job to which he is entitled in line with his seniority. Failing to resolve the question, the parties may by mutual agreement refer the employee to a clinic or physician mutually agreed upon whose decision with respect to whether the employee is or is not able to do a job to which he is entitled in line with his seniority, shall be final and binding upon the Union, the employee involved and the Company. The expense of such examination shall be paid one-half by the Company and one-half by the Union. Any retroactive pay due the employee shall be limited to a period commencing with the date of filing of the grievance, or the date the employee became able to do a job to which he is entitled in line with his seniority whichever is the later. 784

**ARTICLE VIII
LEAVES OF ABSENCE**

Section 1 - Definition

- (1) (a) Informal Leave of Absence: Informal leaves of absence are those for the period of seven (7) calendar days or less, and shall be granted for good and sufficient reason, without pay, by applying to and receiving the approval of the employee's Supervisor. 800
- (b) Formal Leave of Absence: Formal leaves of absence are those for a period of more than seven (7) calendar days. 801
- (c) Basis for Granting: A formal leave of absence, without pay, for good and sufficient reason shall, if production requirements permit, be granted for a period not exceeding ninety (90) calendar days upon written application to and receipt of written approval from his Department Head and the Director of Personnel, or their designated representatives. A formal leave of absence may be extended upon written approval from the Director of Personnel or his designated representative. All requests for leave of absence will be responded to within five (5) working days. 802
- It is understood in the case of both (a) and (b) above a leave of absence shall be retroactive when justified by circumstances, also employees absent on approved leaves of absence shall continue to accumulate seniority. 803

Section 2 - Union Business Leave of Absence

- (1) An employee who is elected or appointed to a full time office with the National Union or Local 1967, will be granted leave of absence upon written application of the National Union or the senior officer of Local 1967 as the case may be. Such leave of absence shall be, upon request, extended and it is understood that the Company will receive written notice from the National 804

- Union or Local 1967 respectively to this effect.
- (2) The National Union or Local 1967 agrees also to advise the Company in writing of the names of those **Boeing Toronto, Ltd.** employees who are engaged in full time duties with the Union. 805
2001
- (3) Upon similar application, leave will be granted for periods up to ten (10) days to permit members of the Bargaining Unit to attend conventions, educational seminars or conferences called by the National Union or other Labour Councils. It is understood that not more than fifteen (15) members will be absent at one time under this section and that applications for leave will be presented in writing as soon as possible - in any case not less than five (5) working days - in order that the Company may provide replacements if necessary. 806
- (4) It is understood that requests which exceed the numbers quoted above may be granted providing the individuals can be spared from production. 807
- (5) (a) If an employee returns to the Bargaining Unit from a full time office with the National Union, the return shall be to the former Job Classification or a Job Classification embracing comparable job duties to that which he held prior to leave of absence, providing such return does not result in a lay-off or bumping of an employee holding greater seniority. 808
- (b) When an employee returns to the Bargaining Unit from a full time office with Local 1967, he shall be returned consistent with his seniority, to the classification and to the department in which he was employed at the time of his selection to such office, or to a Job Classification embracing comparable job duties to that which he held prior to his selection. 809
- Section 3 - Election to Public Office Leave**
- (1) (a) An employee elected to any full time federal, 810

provincial or municipal public office shall, upon written request, be granted a formal leave of absence for the period of his initial term of office. An extension of the leave of absence beyond this period may be granted by the Company upon written application by the employee.

- (b) Upon expiration of such leave, the employee shall be entitled to exercise his seniority in his former job occupation in accordance with applicable contractual lay-off and displacement provisions. 811
- (c) An employee elected to any part-time federal, provincial or municipal public office shall be granted reasonable unpaid time off work to attend meetings he is required to attend by virtue of his public office, to a maximum of one day per month. 812
- (d) In the event of off shift operations, the President shall decide which shift elected Municipal Officials work, provided it does not affect the efficient operations of the plant. In the event of a dispute regarding the above, the problem will be discussed in a meeting attended by the Union President, the Union Chairperson, the Department Head and the Labour Relations Manager or their designees. 813

Section 4 - Maternity Leave of Absence - Basic Policy

- (1) (a) An employee who becomes pregnant may be permitted to continue in employment until a date recommended by her physician, subject to approval of the Company's Medical Officer that continuation of the duties of her job is not injurious to her health or welfare. 814
- (b) Report to the Medical Department: As a safeguard to her health and to establish records necessary for approval of continued employment and her subsequent return to 815

- work after delivery, the employee must:
- (i) Report her pregnancy to the Company Medical Department as soon as possible. 816
 - (ii) Submit to the Company Medical Department no later than the end of the fourth month a written statement from her physician attesting to her good health and her probable date of delivery. 817
- (c) Leave of Absence: When it becomes necessary for an employee to discontinue her employment, she may apply, provided she has been employed in excess of three (3) months by the Company, for and shall be granted a formal leave of absence. This period not to exceed **seventeen (17) weeks.** 818
2001
- (d) The leave may begin no earlier than seventeen (17) weeks before the expected birth date. The maternity leave of an employee ends seventeen weeks (17) after the maternity leave began or earlier if the employee provides written notice.** 819
2001
- (d) Return following Leave of Absence: An employee on leave under the provisions of Sub-section (1)(c) shall return to work subject to the approval of the Company's Medical Officer and in addition will submit a written statement from her physician confirming:
- (i) that the condition of her health is good; 821
 - (ii) the date of termination of pregnancy; 822
 - (iii) the recommendation that she be permitted to resume employment. 823
- (e) Should the Company's Medical Advisor refuse to allow the employee to return to work, and such refusal is in conflict with the findings of the employee's personal physician, the matter will be reviewed by the Company and 824

the Union. Should the parties fail to resolve the matter, the parties will refer the employee to a physician mutually agreed upon whose decision with respect to whether the employee is or is not able to return to work, shall be final and binding upon the Union, the employee involved, and the Company. The expense of such examination shall be paid one-half by each party.

- (f) Extension of Leave: Any request for extension of leave for health reasons under this Section shall be granted only by the Company's Medical Department. An employee requesting such extension must: 825
 - (i) submit to the Company a request for extension of leave prior to the expiration date of her current leave; 826
 - (ii) submit to the Company's Medical Department a written statement by her physician stating she is unable to resume employment. 827

Section 5 - Paternity Leave

- (1) An unpaid leave of absence of up to three (3) working days will be granted to an employee provided it is taken within two weeks of the birth or adoption of his child. Where possible, the employee is obligated to provide his supervisor with reasonable advance notice. 828
2001

Section 6 - Parental Leave of Absence: 2001

A Parental Leave will be granted, subject to the following: 829
2001

- 1. **The employee has qualified for a Maternity Leave of Absence in the circumstances of a live birth, or an employee, not having given birth to a child, is the parent of a child.** 830
2001
- 2. **The employee makes formal application for a Parental Leave of Absence at least two weeks prior to the** 831
2001

date the leave is to begin.	832
3. Parental Leaves of Absence will begin:	832
	2001
(a) In the case of an employee who has taken a Maternity Leave of Absence, immediately following the Maternity Leave of Absence and will continue for a period not to exceed thirty-five (35) weeks or	833
	2001
(b) In the case of an employee who is not entitled to take a Maternity Leave of Absence, no more than fifty-two (52) weeks after the child is born and will continue for a period not to exceed thirty-seven (37) weeks.	834
	2001
Section 7 - Adoption Leave of Absence	2001
An Adoption Leave of Absence will be granted, subject to the following	835
	2001
(i) The employee makes formal application for an Adoption Leave of Absence at least two (2) weeks prior to the date the leave is to begin.	836
	2001
(ii) The leave must begin no more than thirty-seven (37) weeks after the child comes into custody, care and control of the employee for the first time.	837
	2001
(iii) The Adoption Leave of Absence will end thirty-seven (37) weeks after it began or on an earlier day if the employee provides written notice.	838
	2001

**ARTICLE IX
WAGES**

Section 1 - Wage Scale

- (1) First Year**
- (a) General Wage Increase** 900
Effective retroactive to 28 October 2001, the Pure Base Rate of each Affected Employee will be increased by 4% rounded to the nearest whole cent 2001
 - (b) Cost-of-Living Allowance (COLA) Fold-In** 901
Effective 28 October 2001, all of the current \$1.03 per hour COLA will be folded into (made a part of) each individual Affected Employee's Pure Base Rate. 2001
 - (c) Special Skilled Trades Adjustment** 902
Effective 29 October 2001, all Affected Employees in Wage Groups 9 to 12 will receive an additional special skilled trades adjustment of nine cents (\$.09) per hour. 2001
 - (c.) Retroactivity** 903

 - (i) The first Year General Wage Increase will be applied to all hours for which Affected Employees working in the Bargaining Unit have been compensated during the period 28 October 2001 through the 23 November 2001 provided they have not voluntarily terminated, or have not been released or discharged from the employment of the company prior to the 24 November 2001.** 2001
 - (ii) The retroactive payment will have no effect on any benefit payment or claim which is wage related. The** 904
2001

First Year General Wage Increase will affect such payments and claims incurred after the 24 November 2001.

- (iii) The retroactive payment will be made by 6 December 2001 or as soon as possible thereafter. 905
2001
- (2) Second Year 2001
 - General Wage Increase 906
2001
 - Effective 25 October 2002, the Pure Base rate of each Affected Employee will be increased by 4% rounded to the nearest whole cent. 2001
- (3) Third Year 2001
 - General Wage Increase 907
 - Effective 24 October 2003 , the Pure Base Rate of each Affected employee will be increased by 3% rounded to the nearest whole cent. 908
2001
- (4) The wage scales resulting from such applications will be as follows:
- (a) **EFFEC TIVE 28 October 2001** 909
Pure Base Rate Ranges

Wage Group	Minimum	Mid	Maximum
1	22.67	22.78	22.88
2	22.81	22.91	23.02
3	22.98	23.09	23.18
4	23.20	23.29	23.36
5	23.70	23.82	23.93
6	24.17	24.29	24.41
7	24.64	24.76	24.88
8	25.60	25.71	25.81
9	26.18		26.30
10	26.85		27.04
11	27.30		27.43
12	27.87		27.96

(a) **EFFECTIVE 25 October 2002
Pure Base Rate Ranges**

Wage Group	Minimum	Mid	Maximum	2001
1	23.58	23.69	23.80	
2	23.72	23.83	23.94	
3	23.90	24.01	24.11	
4	24.13	24.22	24.29	
5	24.65	24.77	24.89	
6	25.14	25.27	25.39	
7	25.62	25.75	25.87	
8	26.63	26.74	26.85	
9	27.23		27.35	
10	27.92		28.12	
11	28.39		28.53	
12	28.98		29.08	

(a) **EFFECTIVE 24 October 2003
Pure Base Rate Ranges**

Wage Group	Minimum	Mid	Maximum	2001
1	24.29	24.40	24.51	
2	24.43	24.54	24.65	
3	24.62	24.73	24.83	
4	24.85	24.94	25.02	
5	25.39	25.51	25.63	
6	25.89	26.02	26.15	
7	26.39	26.53	26.65	
8	27.43	27.54	27.65	
9	28.05		28.17	
10	28.76		28.96	
11	29.24		29.38	
12	29.85		29.95	

- (5) (a) "Affected Employee" during the initial year of the contract means an employee in the Bargaining Unit and in Active Service (i.e., not on lay-off or leave of absence) on **24 November 2001**. In all subsequent years of the contract, Affected Employee means an employee in the Bargaining Unit and in

Active Service (i.e., not on layoff or leave of absence) on the effective date of a change.
Employees who were on

[next page is 53]

leave of absence on an effective date will have wage changes and appropriate reclassifications applied if and when they return to work.

- (b) "Pure Base Rate" is the hourly rate of pay excluding Cost-of-Living Adjustments, shift premiums and other wage additives. ("Adjusted Base Rate" is Pure Base Rate plus the applicable amount of Cost-of-Living Adjustment.) 912
- (6) Employees classified as Bench, Structural and Airframe Assemblers, Job Code 552 will be paid eight cents (8c) per hour above the rates of Wage Group 5. 913
- (7) Numerical Control Machine Operator Rate: Employees classified as Numerical Control Machine Operators, Job Code 764, will be paid the same rates as Wage Group 9. 914
- (8) Work Unit Technician, Job Code 768, will be paid the same rates as Wage Group 9. 915
- (9) **The Lead Hand position will be filled using the current job posting system as described in Article 7, Section 5.** 916
2001

An employee assigned in writing by the Company as a Lead Hand shall be paid a premium equal to either (\$0.60) per hour above his own current base rate or (\$0.60) per hour above the range maximum for the highest job classification normally led in his assigned work centre, whichever is the greater. It should be noted that this premium will not give the Lead Hand a greater right in terms of seniority. Other than to instruct, Skilled Trades Lead Hands will not be required to work in other trades. The Company shall have the sole right to define work centres and the highest classification in each work centre, as operating circumstances change. The

Company shall provide the Union with a quarterly list by work centre indicating assigned Lead Hands.

Section 2 - Automatic Progression

- (1) (a) Subject to Section 3 and Paragraph (b) below, an employee who successfully applies for and retains a job in a higher wage group, will be paid at the next highest rate in such wage group above his current rate. He shall have his wage increased from the Minimum to the Mid-rate on completion of thirty (30) working days - and from Mid-rate to Maximum rate on completion of sixty (60) working days in the new position. If his promotion requires payment of Mid-rate, Maximum rate would be attained in thirty (30) working days. 917
- (b) An employee in the Skilled Trades Classifications shall have his wage increased from the Minimum to Maximum rates on the first day of the work week following completion of sixty (60) working days. 918

Section 3 - New Hire Progression

- (1) Employees hired or employees rehired without seniority shall be hired at a rate equal to eighty-five (85) percent of the Pure Base Rate Maximum of their Job Classification. Such employees shall receive an automatic increase to:
 - (a) ninety (90) percent of the Pure Base Rate Maximum of the Job Classification after completing 26 weeks of active work, 920
 - (b) ninety-five (95) percent of the Pure Base Rate Maximum of the Job Classification after completing 52 weeks of active work, and 921
 - (c) the Pure Base Rate Maximum of the Job Classification after completing 78 weeks of active work. 922
- (2) An employee will receive credit toward acquiring the Pure Base Rate Maximum of the Job 923

Classification effective with the first day worked. Thereafter, such employee will receive credit for one week for each week during which the employee works. Credit will not be given for any week during which, for any reason the employee does not work, except:

(a) in the case of the pay period in which a full week of the Christmas Holidays fall, provided the employee would otherwise have been scheduled to work, and 924

(b) in the case of absence due to occupational disability compensable under Workers' Compensation. 925

An employee who is laid off prior to having attained the Pure Base Rate Maximum of the Job Classification and who is re-employed within seventy-eight (78) weeks from the last day worked prior to lay-off, shall receive a Pure Base Rate upon re-employment which has the same relative relationship to the Pure Base Rate Maximum of the Job Classification as had been attained prior to lay-off. 926

(3) (a) The new hire progression will not be applicable to Skilled Trades classifications as defined in Article XV. 927

(b) An employee hired or rehired without seniority into a Skilled Trades classification shall be hired at the minimum rate of the applicable Wage Group. 928

Section 4 - Shift Premiums

(1) The Company may operate off-shifts in any or all departments if necessary to comply with work requirements, and will compensate any employees engaged in such off-shifts by the payment of an off-shift premium in the amount of: 930

(a) **One dollar (\$1.00)** per hour for an afternoon shift, and 931
2001

- (b) **One dollar (\$1.00)** per hour for a night shift. 932
2001
- (c) Such a premium shall be included in the hourly rate for the calculation of overtime. 933

Section 5 - Cost-of-Living Adjustments

- (1) Basis for Determination: The Cost-of-Living formula will be based on the Consumer Price Index **1992 = 100** as published monthly by Statistics Canada, using **116.466 = 0c** as the base point. 934
2001

In the event Statistics Canada ceases monthly publication of such Consumer Price Index in its present form, **1992 = 100**, this section shall be of no further force and effect; and the Company and the Union shall enter into negotiations with respect to a substitute cost-of-living index. 935
2001

The Cost-of-Living Adjustment movement up or down will be based on (1c) cent for each **point zero-seven four nine (0.0749)** change in the three (3) month average of the CPI as published by Statistics Canada for the appropriate period. 936
2001

In determining the three (3) month average of the indexes for a specified period the computed average shall be rounded to the nearest 0.001 Index point - i.e. .0005 and greater rounded upward and less than .0005 downward. 937

- (2) During the period of this Agreement, adjustments will be made in the amount of Cost-of-Living Adjustments in accordance with the following schedule: 938

		Based on Three (3) Month Average (rounded to nearest 0.001) of the Statistics Canada Consumer Price Index for:	939
Adjustment	Effective Date of Adjustment:		
First	25 January 2002	Sept., Oct., Nov. 2001	
Second	26 April 2002	Dec. 2001, Jan., Feb.	

Third	26 July 2002	2002 March, April, May
Fourth	25 October 2002	2002 June, July, August
Fifth	24 January 2003	2002 Sept., Oct., Nov.
Sixth	25 April 2003	2002, Jan., Feb. 2003
Seventh	25 July 2003	2003 March, April, May
Eighth	24 October 2003	2003 June, July, August
Ninth	23 January 2004	2002 Sept., Oct., Nov.
Tenth	23 April 2004	2003, Jan., Feb. 2004
Eleventh	23 July 2004	2004 March, April, May

(and last)

The amount of Cost-of-Living Adjustment which shall be effective for any three month period as provided above shall be in accordance with the following table: 940

Three Month Average of 1992 Consumer Price Index	Amount of COLA Per Hour	Three Month Average of 1992 Consumer Price Index	Amount of COLA Per Hour	941
116.466 or less	\$.00	117.067 - 117.141	\$.09	
116.467 - 116.542	.01	117.142 - 117.216	.10	
116.543 - 116.617	.02	117.217 - 117.291	.11	
116.618 - 116.692	.03	117.292 - 117.366	.12	
116.693 - 116.767	.04	117.367 - 117.441	.13	
116.768 - 116.842	.05	117.442 - 117.516	.14	
116.843 - 116.916	.06	117.517 - 117.591	.15	
116.917 - 116.991	.07	117.592 - 117.665	.16	

116.992 - .08 117.666 - 117.740 .17
117.066

etc., with one cent (1c) per hour adjustment for each 0.096 change in the average Statistics Canada Consumer Price Index for the appropriate three (3) month period as indicated.

- (4) Adjusted Base Rate Minimums and Maximums. 942
On the dates specified in paragraph **939** above, the applicable amount of Cost-of-Living Adjustment will be added to the Pure Base Rate Minimums and Maximums as set forth in Section 1, to determine the new adjusted Base Rate Minimums and Maximums. 2001
- (5) Once any Cost-of-Living Adjustment has been implemented, no changes retroactive or otherwise, shall be made because of any revision which may later be made in the published figures of the Statistics Canada Consumer Price Index. 943
- (6) The amount of any paid Cost-of-Living Adjustment shall not be incorporated in the Pure Base Rate but shall be included when computing overtime, Company-recognized holiday and vacation pay. 944

Section 6 - Flight Pay

- (1) An hourly paid employee shall receive a bonus for all time spent in flying required in the performance of the duties of adjusting, recording and operating equipment during experimental and production test flights at the rate of ten dollars (\$10.00) per hour. 945
Flight time shall be computed from the time of take off to the time of landing. Bonus shall not be payable for ferry or other flights. The Company will continue to provide life insurance coverage, in the amount of fifty thousand (\$50,000) per employee during flights.

Section 7 - Job Classification

- (1) (a) Job Classifications which are assigned to Wage Groups 6, 7, 8, 9, 10, 11 and 12 are those which require the skill and training comparable to that of a journeyman. 946

Employees classified in these groups can satisfactorily perform the operations of their classifications with a minimum of direction and may be required to assist in the training of less skilled workers.

- (b) Job Classifications assigned to Wage Group 5 947
require less skill and training than classifications referred to in Sub-Section (1)(a) above. Employees in Wage Group 5 perform their work with minimum direction and may be required to familiarize new employees with their duties.
- (c) Job Classifications assigned to Wage Groups 4 948
and 3 cover work which is largely repetitive 2001
or alternatively require ordinary care rather than skill and training.
- (e) **All employees will be required to 949
perform all the operations necessary to 2001
ensure that the product or service they
are providing is complete and meets the
specification requirements. The
employee(s) will be expected to operate
all necessary inspection and measuring
tools and equipment within their
classification. Acceptance will be
indicated by a personal stamp traceable
to the employee completing the task. It
shall be recognized that all employees
are responsible to build quality into the
product. Assurance will be provided by
the Quality Organization acting
independently through surveillance of
the self inspection and acceptance
process.**
- (2) (a) An employee will not be classified in a Job 950
Classification because of his performing
isolated or singular duties set forth in a
classification description but will be classified
in the Job Classification in which he regularly
performs.

- (b) An employee may not necessarily be required to perform all the work operations described under his Job Classification nor will he have the right to refuse to perform operations which are not described, providing they are related to his particular Job Classification. 951
- (c) If an employee performs the operation or operations of a higher paid Job Classification other than that which he is classified he will be paid the rate of the higher classification for all hours so worked. 952
- (d) An employee will only be required to perform the necessary work operations of his classification with the degree of guidance and instruction which is considered usual or normal. This Paragraph shall also apply where an employee is surplus and is transferred within his classification. 953
- (e) Certain previously separate Job Classifications have been merged. It is not expected that employees in the amalgamated classifications will be able to immediately perform all the operations required of the classification. It is therefore, understood that the Company, in rotating employees in such classifications, will permit a reasonable period of familiarization. 954
- (f) Subject to Sub-section (2)(g) below, an employee holding a Job Classification which is amalgamated pursuant to Sub-section (2)(e) above shall have his seniority vested in the new classification on the effective date of such amalgamation. 955
- (g) An employee with recall rights to a Job Classification which is amalgamated shall assume recall rights to the new classification on the effective date of such amalgamation. Upon recall to the new classification, the employee's seniority shall become vested in 956

the new classification. In no case shall an employee with recall rights to the new classification displace an employee whose seniority is vested in the new classification.

- (h) With regard to the classification, Bench Fitter Mechanic it is agreed that a ratio will be maintained of not less than one (1) Bench Fitter Mechanic for each forty (40) Bench, Structural and Airframe Assemblers on the active payroll. 957

With regard to the minimum number of Bench Fitter Mechanics required to maintain the above ratio, such computations will be based on the number of Bench, Structural and Airframe Assemblers on the active payroll on the week ending the nearest to the fifteenth (15th) of each month. 958

Section 8 - New Classifications

- (1) When a new machine or equipment is introduced which is not covered by any existing classifications, the Company agrees to submit to the Union at least sixty (60) days prior to posting, an occupational summary of the new classification and the grouping they propose it to be assigned. If within fifteen (15) days following notification the Union has not placed an appeal in the manner described hereunder, the new classification and its grouping shall be deemed acceptable to the Union. 959
- (2) In order to provide for appeal against a new Job Classification, or its grouping, the following procedure shall be used: 960
- (a) The Union shall lodge the appeal in writing to the Manager, Labour Relations. 961
- (b) The appeal shall outline the reason or reasons for disputing the description and the Job Classification groupings. 962
- (c) A Committee of six (6) shall be appointed to review and decide the disposition of the appeal. The Committee shall comprise three 963

(3) members of the Local Union and three (3) members of Management.

(d) Failing a satisfactory disposition of the appeal, either party may refer the matter to Arbitration. 964

Section 9 - Paid Educational Leave (P.E.L.)

(1) Effective 18 November 1989, the Company will accumulate two cents (2c) per compensated hour in a separate account to be paid to the National Union, CAW on a quarterly basis. The two cents (2c) will be paid from the general revenues of the Company. 965

Aerospace Paid Educational Leave (A.P.E.L.)

(2) **Effective 29 October 2001, the Company will accumulate one cent (2c) per compensated hour in a separate account to be paid to the National Union, CAW on a quarterly basis. The one cent (1c) will be paid from the general revenues of the Company.** 966
2001

(3) The purpose of this fund is to provide paid educational leave for members of the Bargaining Unit selected by the Union to attend courses designed to improve their skills in labour management functions. It is understood that selectees will be granted a leave of absence without pay for twenty (20) days (within a twelve month period starting with the first day of leave) of class time plus travel time where necessary. Said leave of absence may be intermittent over the twelve (12) month period. Employees will continue to accrue benefits while on leave. 967

**ARTICLE X
HEALTH AND WELFARE**

Section 1 - Insurance Program

(1) The Insurance provisions in effect on 27 October 2001 shall continue in effect through 31 December 2001. Effective 01 January 2002 the insurance changes agreed under the terms of the Boeing Toronto, Ltd. proposal dated 19 November 2001 shall become applicable and together with previous provisions shall form the Insurance Program which shall continue in effect during the term of this Agreement. See Appendix II. 1000
2001

Section 2 - Pensions

(1) The non-contributory Pension Plan in effect on 27 October 2001 shall continue in effect through 31 December 2001. Effective 1 January 2002 the pension changes agreed upon under the terms of the Boeing Toronto, Ltd. proposal dated 19 November 2001 shall become applicable and together with the previous provisions shall form the Pension Plan which shall continue in effect during the term of this Agreement. See Appendix IV. 1001
2001

Section 3 - Supplemental Unemployment Benefit Plan

(1) The Supplemental Unemployment Benefit Plan in effect on 27 October 2001 shall continue. See Appendix V. 1002
2001

Section 4 - Dental Plan

(1) The Dental Plan in effect on 27 October 2001 will continue in effect through 31 December 2001. Effective 01 January 2002 the dental changes agreed upon under the terms of the Boeing Toronto, Ltd. proposal dated 19 November 2001 shall become applicable and together with the previous provisions shall form the Dental Plan which 1003
2001

shall continue in effect during the term of this Agreement. See Appendix VI.

**ARTICLE XI
HOLIDAYS**

Section 1 - 2001 - 2004 Holiday Schedule 2001

(1) The Holiday Schedule during the term of this 1100 Agreement will be as follows:

2001 - 2002

Christmas Shutdown	Monday	24 December 2001	1101
	Tuesday	25 December 2001	
	Wednesday	26 December 2001	
	Thursday	27 December 2001	
	Friday	28 December 2001	
	Monday	31 December 2001	
New Year's Day	Tuesday	1 January 2002	
Good Friday	Friday	29 March 2002	
Victoria Day	Monday	20 May 2002	
Canada Day	Monday	1 July 2002	
Simcoe Day	Monday	5 August 2002	
Labour Day	Monday	2 September 2002	
Thanksgiving Day	Monday	14 October 2002	

2002 - 2003

Christmas Shutdown	Monday	23 December 2002	1102
	Tuesday	24 December 2002	
	Wednesday	25 December 2002	
	Thursday	26 December 2002	
	Friday	27 December 2002	

	Monday	2002 30 December
(For) Simcoe Day	Tuesday	2002 31 December
New Year's Day	Wednesday	2002 1 January 2003
Good Friday	Friday	18 April 2003
Victoria Day	Monday	19 May 2003
(For) Canada Day	Monday	30 June 2003
Labour Day	Monday	1 September 2003
Thanksgiving Day	Monday	13 October 2003

2003– 2004			
Christmas Shutdown	Thursday	25 December 2003	1103
	Friday	26 December 2003	
	Monday	29 December 2003	
	Tuesday	30 December 2003	
	Wednesday	31 December 2003	
New Year's Day	Thursday	1 January 2004	
	Friday	2 January 2004	
Good Friday	Friday	9 April 2004	
Victoria Day	Monday	24 May 2004	
(For) Canada Day	Friday	2 July 2004	
Simcoe Day	Monday	2 August 2004	
Labour Day	Monday	6 September 2004	
Thanksgiving Day	Monday	11 October 2004	

Section 2 - Holiday Pay

- (1) All employees covered by this Agreement shall be paid their regular wages at straight time less legal and authorized deductions for the holidays above, providing that the employee is not absent from work either on the work day immediately preceding or the work day immediately following the holiday. It is further provided that an employee will be paid for such holiday if he can supply the Company with satisfactory reasons for his absence on either the work day before or the work day after the holiday, but absence on both days will disqualify the employee unless an authorized personal leave of absence, or vacation, has been granted for one (1) or both days then the qualifying days shall be deemed as the day before and/or the day after leave of absence or vacation. 1104

In clarification of the above, should the holiday fall within the week that an employee is laid-off or recalled, he shall be eligible for payment for that holiday in accordance with the foregoing paragraph. Should the holiday fall within the week immediately preceding the week in which an employee is recalled, or immediately following the week in which an employee is laid off, he shall not be paid for that holiday. In addition, should an employee be laid-off immediately prior to the Christmas shutdown, he shall be eligible for payment for any complete week of holidays during the shutdown, in accordance with the foregoing paragraph. 1105

Section 3 - Work on Holidays

- (1) Such employees as may be required to work on any of the holidays enumerated above shall be remunerated at double time in addition to the compensation provided in Section 2(1) above. 1106

**ARTICLE XII
VACATION BENEFITS**

Section 1 - Annual Vacation

- (1) The Company will require that all employees 1200
take their vacation.
- The normal annual vacation period shall be the 1201
last two (2) weeks in July and the first (1st) week
in August and the Company may close the Plant
for this purpose; however, the Company also
reserves the right to stagger vacations in order to
maintain continuous production or repair
facilities. In either case all employees will be
advised of their vacation schedule and will be
notified of their approved vacation by March
1st.
- Should workload requirements change after 1202
March 1st for the vacation period volunteers
may be requested.
- (2) Vacation Entitlement and Pay: Employees who 1203
on June 1 of the year **2002** and of each 2001
succeeding year that this Agreement remains in
effect will be entitled to a vacation with pay as
follows:
- (a) For those employees with less than one (1) 1204
full year service, one (1) week's vacation
with pay equivalent to four per cent (4%) of
their earnings, received from the Company
during the previous year June 1 to May 31.
- (b) For those employees with one (1) full year of 1205
service but less than four (4) years, two
week's vacation with pay equivalent to four
per cent (4%) of their earnings received from
the Company during the previous year of
June 1 to May 31.
- (c) For those employees with four (4) full years 1206
of service but less than twelve (12) years,
three (3) weeks' vacation with pay equivalent
to six per cent (6%) of their earnings
received from the Company during the

- previous year of June 1 to May 31.
- (d) For those employees with twelve (12) full years of service but less than twenty (20) years, four (4) weeks' vacation with pay equivalent to eight per cent (8%) of their earnings received from the Company during the previous year of June 1 to May 31. 1207
 - (e) For those employees with twenty (20) full years of service or more, five (5) weeks' vacation with pay equivalent to ten per cent (10%) of their earnings received from the Company during the previous year of June 1 to May 31. 1208
- (3) Service Time: "Service" as designated above shall mean the total of the periods of time during which the employee has drawn pay from the Company, save and except that an employee who has separated from the Company shall forfeit any service time accrued should he later be re-employed, unless prohibited by any Provincial or Federal Statutes. However, employees who had been credited with prior service at the date of signing this Agreement shall not lose such service time accrued. With respect to employees who terminated their employment with DeHavilland on November 30, 1965, to accept immediate employment with the Company, "service" shall include DeHavilland "service" as determined by the Company from DeHavilland records. A list showing such determinations shall be posted. After a reasonable time for protest by the Union or the employee and for correction of errors, if any, such determinations as they appear on the list shall be final. 1209
- (4) "Earnings" as designated above shall mean the total amount of wages, vacation pay, overtime payments or cost-of-living bonus paid by the Company in respect of continuous service during the calendar year ending May 31 plus the amount an employee would have earned on straight time, for standard working hours, during any time lost 1210

in excess of seven (7) days on account of (a) compensable injury due to occupational accident, or (b) illness or accident for which Group Insurance Benefits are paid, providing that in neither case shall the period exceed twenty-six (26) weeks.

- (5) All deductions normally made from an employee's pay shall be deducted from the employee's vacation pay. 1211
- (6) The parties hereby agree that effective 31 May 1993, employees will be permitted to carry-over unused vacation entitlement up to an amount equal to their current yearly entitlement. 1212

Section 2 - Vacation Pay on Termination

- (1) Vacation pay in the case of termination of an employee will be as provided herein and based on their appropriate entitlement for service from June 1 of the previous year. 1213

**ARTICLE XIII
HOURS OF WORK AND OVERTIME**

Section 1 - Regularly Assigned Hours

- (1) The regular work week shall be five (5) eight-hour (8) days, Monday through Friday, inclusive, except Stationary Engineers who shall work any five (5) days of the seven (7), Monday through Sunday. 1300

Section 2 - No Guarantee

- (1) The Company does not guarantee to provide work to any employee for the regularly assigned hours or for any other hours. 1301

Section 3 - Starting and Stopping Times

- (1) (a) The hours of work presently in effect are as follows: 1302

	7:00 a.m.-	3:30 p.m.
	4:30 p.m.-	1:00 a.m.
3-shift	7:00 a.m.-	3:00 p.m.

where the movement of the employee to the off-shift would affect efficient operations, the Company may delay the move for a further five (5) working days. Once placed on the permanent off-shift, the employee will be required to give his Foreman or designee a minimum of ten (10) working days notice of his election to no longer work such permanent off-shift. This provision shall not give senior employees the right to displace less senior employees in the department who are working a permanent off-shift. The Area Steward will be notified of those employees assigned to work on a permanent off-shift basis.

- (g) Consistent with work requirements the Company may, wherever necessary, assign employees to second and/or third shifts, provided that no employee will be required to work more than two (2) weeks on one (1) off-shift, before rotating to the next shift. 1309
- (h) An employee shall be given at least three (3) working days' notice if he is required to change from one shift to another under the standard shift arrangements, as provided by Sub-section (1)(a) of this Section hereof, or, as otherwise agreed to by both parties. 1310

Section 4 - Overtime Equalization

- (1) When overtime work is scheduled by the Company, it shall, insofar as it may be practicable, equalize such work among the employees in the classification who usually perform such work within their respective work group. The Union may make representations to Management as to continuing distribution of overtime work which, in the opinion of the Union, may be unfair. 1311
- (2) Notwithstanding Sub-section (1) above, the parties agree that overtime shall be distributed in 1312

accordance with the general guidelines set forth below.

**General Guidelines Pertaining to
the Selection and Charging of
Employees for Overtime Opportunities**

- (A) General:** 1313
- (1) The Company retains the exclusive right to determine when an overtime opportunity will be performed. However, the Company recognizes the equity of maintaining minimum differentials in the overtime hours among all employees within a classification in a work group. 1314
- (2) Prior to the Company altering any existing work group configuration or setting up a new work group, the Foreman or designee for the department will attempt to obtain mutual agreement from the Zone Committeeperson. Work groups should be constituted on the principle of grouping employees in the classification in the department who usually perform the same work. Should agreement not be reached, a Company Representative and the Plant Chairperson will consult in an effort to resolve the matter. Failure to resolve the matter at this level will result in the work group being defined as the group of employees in the same department and classification who report to the same first line Supervisor. 1315
- (B) Availability:** 1316
- (1) The opportunity for overtime work in a work group shall be first offered to and equalized among employees within the classification required who are at work at the time of scheduling. 1317
- (2) The employee(s) with the least credited overtime hours in the classification required from within a work group will be offered the overtime opportunity first, provided he is capable and 1318

familiar with the specific overtime work and the offer is consistent with efficiency of operations considerations.

- (3) An employee who is absent from work for any reason, at the time of scheduling will not be considered available for the overtime opportunity. However, should the employee return to his work group prior to the end of the shift in which the overtime opportunity was scheduled, he shall be considered available for the overtime opportunity. 1319
- (4) If the Foreman or designee is unable to obtain sufficient employees in the required classification within a work group, he will offer the overtime opportunity to any employee(s) in the required classification from any other work group(s). If additional employees are required, the Foreman or designee will offer the overtime opportunity to any employee(s) who is capable of performing the overtime work. 1320
- (5) An employee who is temporarily re-assigned pursuant to Article VII Section 3 will be considered to be an employee of the classification and work group from which he was temporarily re-assigned. 1321
- (6) An employee who is transferred to another work group (but remains in the same classification), will assume, upon transfer to the new work group, the average number of hours charged to other employees in the same classification in his transferred to work group. Such employee will not be considered available for any overtime opportunity in the transferred to work group which has been scheduled prior to the time of his transfer. 1322
- (7) An employee placed on an overtime roster due to hire, recall, or reclassification (except as per Article VII Section 3), is to be charged with the average number of hours charged against the employees in the new work group who are in the same classification as the employee. Such 1323

employee will not be considered available for any overtime opportunity in the new work group which has been scheduled prior to the time of his hire, recall, or reclassification.

- (8) If an overtime opportunity in a work group is originally scheduled for and worked on a Saturday only, and then it becomes necessary to work an overtime opportunity in the work group on Sunday, then the employees at work on Saturday will be given the first opportunity to work the Sunday overtime opportunity. 1324

The Company will schedule any Saturday overtime prior to the end of the employees shift on the Thursday. It is understood that the exception will be in cases of emergency.

- (9) Overtime work within a work group during a shift change weekend (Saturday and/or Sunday) will be offered as follows: 1325

(a) An employee working the first shift during the work week will be given the first opportunity to work any overtime opportunity required on the first shift of the Saturday and/or Sunday. 1326

(b) An employee working the second shift during the work week will be given the first opportunity to work any overtime opportunity required on the second shift of the Saturday and/or Sunday. 1327

(c) An employee working the third shift during the work week will be given the first opportunity to work any overtime opportunity required on the third shift of the Saturday and/or Sunday. 1328

(C) Recording: 1329

- (1) All overtime hours worked or refused by an employee will be charged at the appropriate overtime rate to an employee's respective overtime roster. 1330

- (2) An employee who: 1331

- (a) according to the overtime roster is next to be offered an overtime opportunity; and 1332
- (b) is absent from work for any reason at the time of scheduling; and 1333
- (c) is not considered available pursuant to Sub-section (B)(3), will be charged with the number of hours as if he had worked the opportunity. Where the absence is due to vacation or bereavement the foregoing shall not apply. 1334
- (3) If an employee fails to report for an assigned overtime opportunity, he shall be charged on his respective overtime roster as if he had worked the opportunity. 1335
- (4) Each overtime opportunity must be recorded in units of paid hours rather than hours worked. For example, eight (8) hours work at time and one-half shall be recorded as twelve (12) hours; eight (8) hours work at double time shall be recorded as sixteen (16) hours. 1336
- (5) The average number of hours shall be determined by totalling the number of overtime hours charged to a classification on a work group roster and dividing by the total number of employees on the work group roster that are in that classification. 1337
- (6) The overtime rosters will be maintained by classification within a work group and will be openly displayed in the work group area so that employees may check their respective standing. 1338
- (7) When charging overtime hours as outlined in this equalization procedure, the following codes will be used: 1339
 - W - worked overtime opportunity
 - R - refused to work overtime opportunity
 - U - unavailable to work overtime opportunity
 - S - scheduled to work overtime opportunity

but did not report to work to perform the opportunity

NC - not capable of performing the overtime opportunity.

- (8) At the end of the calendar year, the accumulated overtime hours of the employee with the lowest overtime hours within each work group and classification will be reduced to zero and each other employee within the same work group and classification will be reduced by a like amount. 1340

(D) Remedy 1341

- (1) Where it has been determined, through the grievance or arbitration procedure, that there has been a violation of this Section, remedy-in-kind will be the appropriate remedy, except in the case where the overtime opportunity is lost to the work group or classification. Where the overtime opportunity is lost to the work group or classification, the grievor will be entitled to payment as if he had worked the overtime opportunity. In those cases where remedy-in-kind is the appropriate remedy, arrangements will be made by the Company either to offer the equivalent amount of overtime within a period of three (3) months from the date of complaint or grievance, or pay the employee for same. Where it has been determined that the remedy-in-kind involves a double time situation, the company agrees to either offer another double time situation or the appropriate hours at time and one half and pay the employee the difference at a straight time rate so as to make up for the double time situation. 1342

Section 5 - Overtime Rates and Conditions

- (1) (a) Any work performed by an employee in excess of eight (8) hours at a stretch in any day of his regular work week shall be paid for at the rate to time and one-half. Any work done on Saturday will also be paid for at time and one-half. In the case of an employee 1343

who is on an authorized union business leave of absence, or has time off as outlined in Article IV, Section 2 (1)(b), or has time off as outlined in Article IV, Section 3, the time spent on such leave will be considered as time worked for the purpose only of determining entitlement to the overtime rate for work performed in excess of the eight (8) hours at a stretch on such regularly scheduled shift.

- (b) All work performed on Sunday except for those whose work week is any five (5) of the seven (7) days will be paid for at the rate of double time. 1344
 - (c) Stationary Engineers whose duties require that they work any five (5) of the seven (7) days shall be paid at the rate of time and one-half for work done on Saturday or Sunday. 1345
 - (d) If, by mutual consent of the Company and the Union, Saturday and/or Sunday should become part of the regularly scheduled five (5) day week, then payment of time and one-half and double time shall be made for the sixth and seventh days following the adopted five (5) day work week. 1346
- (2) The following procedure will be followed regarding the interpretation of Sub-section (1) above: 1347
- (a) SATURDAYS 1348
 - All hours worked after midnight on Friday until midnight on Saturday will be at time and one-half with the exception of the regular shift that commences at 3:30 p.m. or 4:45 p.m. on Friday when time and one-half will commence after completion of eight (8) hours work at a stretch.
 - SUNDAYS 1349
 - A voluntary overtime period that commences with the second shift on Saturday and carries through until the a.m. on Sunday, will be paid at the rate of time and one-half 1350

until midnight. Double time will be paid for hours worked after midnight.

A voluntary overtime period that commences with the second shift on Sunday and carries through until the a.m. of Monday will be paid at the rate of double time until midnight, thereafter, the rate of pay will be at time and one-half for one continuous work reporting period. 1351

It is understood that rest periods required by the Company-Union Contract shall be deemed continuous and will not constitute a break in the single work reporting period. 1352

The shift starting at 11:30 p.m. on Sunday will be deemed to start on Monday and will not qualify for any overtime premium until completion of eight hours of work at a stretch. 1353

(b) Supper Break for Employees Working Overtime: The following procedure has been agreed concerning meal periods in connection with overtime. 1354

(i) For overtime of up to two (2) hours being a continuation of the employee's regular shift hours - no supper break. 1355

(ii) For overtime scheduled to exceed two (2) hours being a continuation of the employee's regular shift - a half-hour (1/2) supper break shall be recognized between 4:00 p.m. - 5:00 p.m. 1356

Section 6 - Reporting Allowance

(1) In the event that an employee reports for work on his regular shift without having been previously notified not to report, he will be given at least four (4) hours work at his regular rate of pay, or, if no work is available, he will be paid the equivalent of 1357

four (4) hours at his regular rate of pay in lieu of

work. Where the Company's inability to provide work due to fire, flood, power failure, major mechanical breakdown, or work stoppage, the foregoing shall not prevail.

Section 7 - Call In Allowance

- (1) Any employee, who has completed his shift and having clocked out, is then asked to work extra time, shall receive a minimum of four (4) hours pay at the appropriate rate for such additional work, except where such work precedes and forms a continuous period with his regularly scheduled shift, in which case he shall receive overtime rate for such hours. 1358

Section 8 - Rest Period

- (1) A rest period of ten (10) minutes will be maintained, at a time set by the Company and the Union as mutually agreed. 1359

Section 9 - Wash Up Period

- (1) A wash up or clean up period of five (5) minutes before the end of a work shift will be maintained. 1360

Section 10 - Physically Handicapped Employees

- (1) The Company will continue the practice of permitting physically handicapped employees the privilege of early clock out where justified, to be determined by the Company doctor. 1361

Section 11 - Penalty for Lateness

The Company's access control system requires all employees to punch in/out at the gates in order to gain entry or egress from Boeing Toronto, Ltd. premises. 1362
2001

Employees will be paid for time worked on their approved shifts. Discrepancies will be addressed by the "punch in/out" times recorded on the Company's access control system.

Persistent lateness may be made the reason for disciplinary action. 1363
2001

Section 12 - Jury and Witness Duty

- (1) Employees required to serve Jury Duty including Coroners Jury Duty shall be paid the difference between their normal day rate and the amount they receive as Jury Duty Pay. 1364
- (2) An employee absent from work in order to serve as a witness in compliance with a subpoena in a federal or provincial court of law in the province in which he is working or residing, shall be paid the difference between his normal day rate and the amount he receives as a witness. An employee is not entitled to pay under this provision in circumstances where the employee:
 - (a) is called as witness against the Company or its interests; or 1366
 - (b) is called as a witness on his own behalf in an action in which he is a party; or 1367
 - (c) voluntarily seeks to testify as a witness; or 1368
 - (d) is a witness in a case arising from or related to his outside employment or outside business activities. 1369

Section 13 - Bereavement Pay

- (1) Three (3) days bereavement pay will be granted an employee who takes time off from his regular work week because of a death in his immediate family (spouse, mother, father, sister, brother, daughter, son, father-in-law, mother-in-law, **brother-in-law, sister-in-law** step-parent of the employee or his spouse, step-brother, step-sister, grandmother, grandfather, grandchildren, spouse's grandmother or grandfather). 1370
2001

**ARTICLE XIV
REPORTS TO THE UNION**

- (1) The Company agrees to provide, in a timely fashion, to a Designee of record of the Union, the following reports or information with respect to records of employees in the Bargaining Unit: 1400

- (a) On or before January 1, 1996 the Company shall arrange for on-line access for the Plant Chairperson to the company's computer plant seniority list program, which will stipulate each employee's name, number, classification, department, seniority date and service date. The Plant Chairperson will have the ability to view and print the seniority list as he requires, but will not have the ability to change or update the list. 1401
- The Company will provide the Plant Chairperson with an up-to-date list of bargaining unit employees on lay-off with recall rights within the first week of January, April, July and October. 1402
- (b) A Monthly Status Change Report of Bargaining Unit employees. The report will identify: 1403
- (i) Acquisitions;
 - (ii) Reclassifications;
 - (iii) Formal Leaves;
 - (iv) Recall of Surplus Employees;
 - (v) Transfers out of the Bargaining Unit;
 - (vi) Terminations.
- Monthly Status Change reports will be prepared and submitted approximately ten (10) working days after the end of the calendar month. 1404
- (c) A copy of the Job Posting notices posted in accordance with ARTICLE VII, Section 5(1)(a). 1405
- (d) A listing indicating the most recent amount of Supplementary Unemployment Benefit received by eligible laid off employees. 1406
- (e) The Company, in accordance with ARTICLE V shall furnish the following information to the Financial Secretary of the Union: 1407

- (i) The total amount of monthly dues deducted;
 - (ii) The total amount of original initiation fees deducted;
 - (iii) The total amount of back arrears deducted;
 - (iv) The total amount of arrears;
 - (v) The names, employee numbers and amounts from whose wages such deductions have been made;
 - (vi) The names of employees from whose wages no deductions were made because their paycheques were insufficient to enable the Company to make the appropriate deduction;
- (f) The Company will furnish to the Union, as the Payroll Period which includes the fifteenth (15th) of the month, the following information for the month of January, April, July and October with respect to employees in the Bargaining Unit: 1408
- (i) The number of employees in each Job Classification;
 - (ii) The weighted average wage of each Job Classification;
 - (iii) The population by labour grades.
- (g) The Company will furnish to the Union, as of the third week ending in each month, the following information concerning employees in the Bargaining Unit: 1409
- (i) The number of employees;
 - (ii) The average number of hours for each week reported;
 - (iii) The average gross weekly earnings for the week reported;
 - (iv) The average gross hourly rate for the

- week reported;
- (v) The average straight-time hourly wage rate for the week reported.
- All of such information in (f) and (g) above will be furnished to the Union when available. It is expected that at no time will any of such information be more than sixty (60) days late. 1410
- (h) The Company will supply the Union with a list of Assistant Foremen, Foremen, Superintendents, Members of the Labour Relations Department, the Company's nominees on the Safety Committee and any other persons with authority, and will indicate by appropriate job titles, the nature and extent of their authority, and will keep such list up to date at all times. 1411
- (i) The Company agrees to add the Chairman of the Union Bargaining Committee, to a mailing list, wherein he will receive copies of notices of appointments of personnel to the positions of Assistant Foremen, Foremen, General Foremen, Superintendents or other persons with authority and who may have jurisdiction over members of the Union. 1412
- (2) The Company agrees to furnish the Union with the following information: 1413
- (1) Updated address listing, on a quarterly basis. A copy of such lists will also be provided to the CAW National Office;
 - (2) Vacation Entitlement Listing, when available;
 - (3) Monthly Summaries of Accident and Sickness Benefit activity;
 - (4) Monthly updates of the status of Worker's Compensation Claimants.
- (3) Where the requisite information is readily available electronically and does not require re-inputting, the Company will provide such 1414

information on computer disc in lieu of hard copies.

**ARTICLE XV
SKILLED TRADES "A"**

(Appendix 1)

Section 1 - General

- (1) The purpose of this Article is to define 1500
Classifications, Seniority provisions and all other
matters dealing with the Skilled Trades work
classifications covered by this Agreement.
- (2) The provisions of the General Agreement shall 1501
apply to employees in the Skilled Trades
classifications, except as altered by the
provisions of this Article.
- (3) The Skilled Trades covered by this Article 1502
constitute those trades for which an
apprenticeship is usually served together with
those classifications which form a part of an
apprenticeable trade. These are as follows

GROUP 12 1503

Trades

1202 Tool & Die Maker

Classifications

1201 Electrician (Electronics)
1203 Tool Inspector
1204 Standards Room Inspector

GROUP 11 1504

Trades

1119 Machine Repairman
1120 Maintenance and Construction Electrician
1121 Stationary Engineer 2nd Class
1134 Machinist All-round

Classifications

1113 Tool Jig Borer Operator

1124	Maintenance and Construction Steam- Pipefitter and Plumber	2001
1127	N.C. and Gantry General Machinist	
1129	Tool Grinder Operator	2001
	GROUP 10	1505
	Trades	
1031	Maintenance and Construction Welder	
1032	Maintenance and Construction Carpenter and Cabinet Maker	
1035	Auto Garage Mechanic	
	Classifications	
1030	Maintenance and Construction Metal Worker	
1033	Stationary Engineer 3rd Class	
	GROUP 9	1506
	Trades	
935	Maintenance and Construction Painter	
(4)	A journeyman in any of the designated Skilled Trades shall mean any person who:	1507
	(a) has served a bona fide apprenticeship of four (4) years - 8,000 hours - and possesses proof of such apprenticeship service, or	1508
	(b) holds a recognized UAW/CAW journeyman/journeywoman card in the trade in which he claims recognition, or	1509
	(c) has eight years practical and general experience covering all phases laid down in the Apprenticeship course applicable to the trade in which he claims journeyman status and possess ample proof of such experience.	1510
(5)	Entry into the Skilled Trades shall be restricted to persons:	1511
	(a) who qualify as journeymen/journeywomen under the provisions set forth in the immediately preceding paragraphs, or	1512
	(b) who qualify for journeyman status through	1513

any Apprenticeship Program which may be negotiated by the parties, or

- (c) who provide documents prior to the date of hire proving their claim to journeyman status both to the Company and the Skilled Trades Committeeperson. Or who provide documents within fifteen (15) working days of being hired or promoted from any classification. If an employee requires an extension, fifteen (15) days would be granted only by mutual agreement between the Company and the Union. 1514

Section 2 - Skilled Trade Seniority

- (1) Employees who are in the Skilled Trades or have recall rights thereto as at the date of this Agreement shall retain their seniority established at that date and continue to accrue seniority thereafter. 1515
- (2) New trade journeymen shall have seniority in their trade only as from the date of entry. 1516
- (3) There shall be no crossing between Skilled Trades as designated in this Article, except as set forth at Sub-section (4) below. 1517
- (4) An employee in Group 10 or Group 11 on the Toolroom Flow Chart who is qualified in the trade of Machine Repairman may apply for a vacancy in that trade. However, should he be accepted in the new trade he shall retain for fifteen (15) working days his seniority rights in his previous toolroom classification. After fifteen (15) days he shall relinquish his toolroom seniority rights and shall be regarded as having entered the trade of Machine Repairman on the first (1st) day of his commencing work in that trade. 1518
- (5) An employee already in a classification within a skilled trade who is accepted for promotion to another classification within that trade, or the trade itself, and finds himself unable to perform the duties of the new job or is found 1519

unsatisfactory by Supervision shall be returned to his former classification under Article VII, Section 5, Sub-section (2) of this Agreement.

- (6) Any Skilled Trades employee who is accepted for promotion into, or who displaces another employee at the time of reduction of the work force from a classification linked by flow lines on his Flow Chart shall be credited with his accrued skilled trades seniority in his new classification. In the interim his seniority shall remain in the classification from which he had moved. 1520
- (7) For the purpose of this Agreement all the classifications linked by flow lines on the Toolroom Flow Chart shall be regarded as being part of the trade of Tool and Die Maker. 1521
- (8) The two trades of Wood Patternmaker and Model Mock-up Patternmaker shall together be regarded as constituting a separate Flow Chart. 1522
- (9) The trade of Electrician and the classification of Electrician (Electronics) shall together be regarded as constituting a separate Flow Chart. 1523
- (10) The trade of Stationary Engineer 2nd Class and the class of 3rd Class shall together be regarded as constituting a separate Flow Chart. 1524
- (11) Notwithstanding the provisions of any other part of this Agreement, no employee in Skilled Trades may displace an employee on another Flow Chart at the time of lay-off. This provision does not apply to an employee in Skilled Trades who has maintained his seniority by virtue of Article VII, Sub-Section 1(4). 1525

Section 3 - Supplementary Help

- (1) If, after posting in the Plant and advertising in the press, the supply of qualified journeymen is insufficient to meet Company needs, then the Company may post for applications from employees possessing less than journeyman skill. 1526
Consideration shall be given to applications under this Sub-section in the following manner: 1527

- (a) Applications from employees in 1528
classifications, covered by this Article will
receive preference in consideration for
acceptance into the position.
- (b) If the Company is unable to fill its needs 1529
from those applicants covered by
classifications in this Article then
applications from employees in production
classifications will be considered.
- (c) If unable to fill its needs from those 1530
applicants in the production classifications,
the Company may then hire outside help.
- Employees hired or temporarily promoted 1531
under this Section shall be replaced by
journeymen within ten (10) days of such
journeyman presenting himself for
employment.
- Production employees upgraded under this 1532
provision shall accumulate seniority in the
Job classification from which they are
temporarily promoted but shall not
accumulate or acquire seniority in the Skilled
Trades. Employees upgraded under this
provision from a Skilled Trades classification
shall accumulate seniority in the Skilled
Trades classification from which they are
temporarily promoted but shall not
accumulate or acquire seniority in the trade,
or classification, to which they are
temporarily promoted.
- An employee temporarily promoted under 1533
this section will not be permitted to bid for
another Skilled Trades position while so
employed. If the employee is declared
surplus, he will return to his former Job
Classification.
- A non-journeyman employee, who is hired 1534
under this provision, will acquire seniority
under the general provisions of the
Collective Agreement, and, when surplus,

may displace an employee in the classification of Production Facilities Operator in accordance with his acquired seniority.

(d) Supplementary Help employees shall only be permitted to work overtime when all the tradesmen in the affected group who normally work in that trade are first given the opportunity. This also applies to work parties. 1535

Exceptions to the above are: 1536

No Skilled Tradesmen can claim overtime on a job that a Supplementary Help employee has been working on and requires overtime to complete. 1537

No Skilled Tradesman can claim overtime on a job being performed by a Supplementary Help employee in another Foreman's area. 1538

Section 4 - Lay-Off and Recall

(1) In the event of work reduction, lay-off shall be effected in the following manner: 1539

(a) Employees on temporary assignment under Section 3 shall be returned to the Job Classification in which their seniority rights are vested or, if obtained from outside sources, can elect to transfer to Production Facilities Operator in accordance with their seniority rights. 1540

(b) Trade Journeymen shall be laid off in inverse order of trade seniority standing, and as illustrated in the Lay-Off Chart. 1541

(2) When work is again available, Trade Journeymen shall be called back in inverse order of their lay-off. 1542

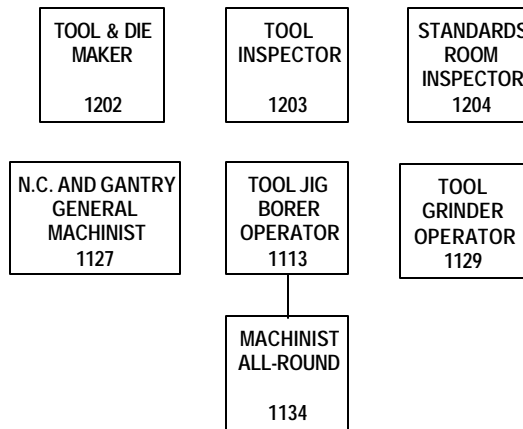
(3) Employees who were employed by DeHavilland in any of the following Skilled Trades classifications on June 22, 1965 and who accepted employment with the Douglas Aircraft Company of Canada Ltd. and were on the active 1543

payroll on July 26, 1968, shall not be displaced from the classifications by lay-off by reason of the introduction of Production Machine Operator.

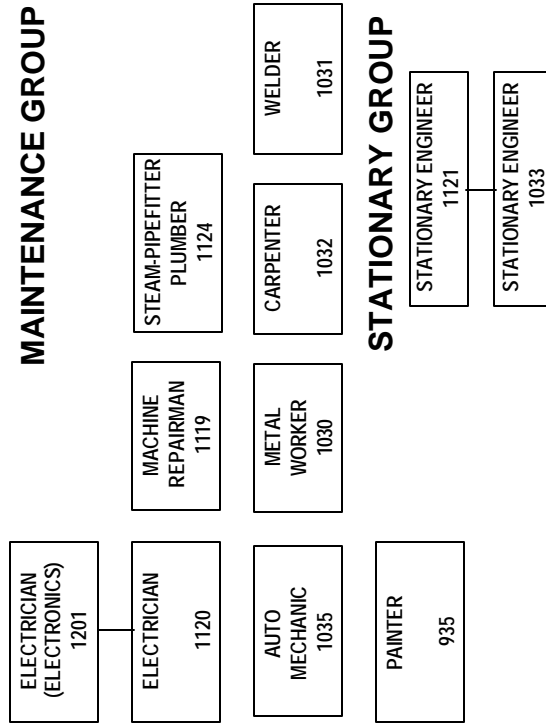
Those employees in any of the following Skilled Trades classifications who would have been part of the foregoing paragraphs were they not on lay-off on July 26, 1968, when recalled to work and again are affected by a lay-off during the term of this Agreement, the Company will discuss with the Union the placement of those employees on the basis of the following paragraph. 1544

9. LAY-OFF CHART

TOOL ROOM GROUP FLOW CHART



MAINTENANCE GROUP



Employees in the Skilled Trades machinist classification will manufacture parts for use in tooling and/or production as assigned and required. 1545

(1) Machinist All-round, #1134

(2) Tool Grinder Operator, #1029

When the need for the production machining classifications no longer exist, then the work will be assigned to employees in the Skilled Trades classification who formerly performed this work. 1546

For purposes of seniority, the newly created production classifications and the listed Skilled Trades classifications, will be non-interchangeable groups. 1547

Section 5 - Canadian Skilled Trades Council

The Company agrees to deduct a sum specified per year as dues to the Canadian Skilled Trades Council upon receipt of individual authorization cards signed by the employees in the Skilled Trades Group at time of hire and will automatically deduct the specified sum every year thereafter. 1548

The first deduction to be made from the employee from the first pay received after completion of the probation period. Future deductions to be made in January of succeeding years. 1549

Section 6 - Job Descriptions

(1) For the term of this Agreement, job descriptions applicable to Skilled Trades, the CAW book of Job Descriptions of the Skilled Trades and Canadian CAW Apprenticeship Standards shall be used as a guide, except where a mutually agreed change has been made in particular job description. Any dispute which may arise with respect to allocation of work or assignment of work, or type of work to be performed shall be 1550
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- dealt with as outlined in Sub-section (5).
- (2) It is agreed that the following jobs will be 1551
 recognized as those of contractual journeymen:
- Standard Room Inspector 1204 1552
- "Must be familiar with optical and other measuring instruments such as are used in obtaining very fine measurements. Will be required to check all types of gauges as may be used in this Company's activities. Must have sufficient knowledge of mathematics and trigonometry to carry out the work of a Standards Room without Supervision. Will be required to compile and keep all necessary records."
- Tool Inspector 1203 1553
- "Must be capable of inspecting using necessary equipment, all types of assembly and sub-assembly fixtures, jig references and facility gauges, wood and plaster patterns and mock-ups. All tooling for detail parts, templates of all types, inspection checking fixtures, ground handling and aircraft rigging tools. Must be proficient in the use of optical tools. Must have complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing."
- Auto Garage Mechanic 1035 1554
- Performs the necessary functions for the maintenance and repair of all vehicles, including repairs to mobile equipment, such as trailers, bicycles, tire repairs, etc.
- Makes periodic inspections and adjustments for preventative maintenance including all types of lubrication.
- Uses a variety of test equipment, motor analyzers, spark plug testers, compression gauges, electrical test meters, etc. Uses all necessary hand and power tools.

Adapts to new methods, processes, material and equipment as required.

- (3) Machinist All-round, #1134 is required to set up and operate any machine tool normally being used in a machining area, except those specifically mentioned in Sub-sections (4) and (5) below. Adapts to new methods, processes, materials, machines and equipment as required. 1555
- (4) Tool Jig Borer is required to set up and operate jig borers. 1556
- (5) The Chairperson of the Plant Committee may request the Labour Relations Department to arrange a special meeting to hear the Skilled Trades Representative's views concerning problems in connection with work assignments of employees in Skilled Trades classifications and to discuss the matter. Such special conference will be attended by the Skilled Trades Committeeperson, the Skilled Trades Shop Steward for the area affected, a representative of the section of the Management organization in charge of the Skilled Trades activity involved, and a Representative of Labour Relations. The President of the National Union or his specified staff representative may attend the conference. If the matter involves the appropriateness of the work assignment of employees in Skilled Trades classifications and is not resolved, the Local Union may reduce the matter to writing in a statement setting forth all the facts and circumstances surrounding the case and the position taken by the Union. The statement will be presented to the Company Manager, Labour Relations. Within five (5) working days thereafter, the Manager, Labour Relations will prepare and give to the Union a complete statement of the facts of the case and the reasons for the position taken. The Union may, within thirty (30) days of such delivery, forward the Union's statement and the Manager, Labour Relations statement to the President of the 1557

National Union or his specified representative.

If in its judgement the matter warrants appeal, the National Union may within thirty (30) days of receipt of the statement, request a conference to discuss the matter with the above Skilled Trades Committee by written notice to the Manager, Labour Relations of the Company. 1558

The Skilled Trades Committee shall attempt to resolve the matter. If the Committee is unable to resolve the case within a reasonable period of time of the date of appeal to it, the case may be withdrawn without prejudice by the Union members or may be appealed to the Arbitrator for final and binding decision. Upon the submission of a case to the Arbitrator, the parties will make an effort to provide the Arbitrator with a jointly agreed upon set of specific criteria to guide his decision in each case. Such Arbitrator shall be a person who is technically competent to deal with such problem and will be mutually selected by the parties. 1559

Section 7 - Metric Tools

- (1) The parties agree that if metric measuring is implemented in **Boeing Toronto, Ltd.** and the Federal Government provides financial assistance through the Company for employees to purchase or obtain job related personal metric tools, then the Company will discuss with the Union the administrative assistance (such assistance could be in the form of a letter) or mechanism required for the employees to purchase such tools. If such government financial assistance is available to individuals directly, there will no required Company involvement. In neither case will there be a direct cost to the Company for such tools. 1560
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**ARTICLE XVI
SKILLED TRADES "B"**

(Appendix 1)

Section 1 - Apprenticeship

- (1) The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the **National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW - CANADA)** and its Local Union 1967. 1600
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- (2) Purpose: The purpose of these standards is to make certain that extreme care is exercised in the selection of apprentices and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient workers at the conclusion of the training period. 1601
- (3) Definitions:
- (a) The term "Company" shall mean **Boeing Toronto, Ltd.** 1602
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- (b) The term "Union" shall mean the duly authorized representatives of the **National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW - CANADA)** and its Local 1967. 1603
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- (c) "Registration Agency" on labour standards shall mean the appropriate Provincial Government Ministry. "Registration Agency" for the apprentice as a student, covering related instructions, shall mean ordinarily a secondary or technical school under the jurisdiction of a Board of Education in the Province of Ontario. 1604
- (d) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, which agreement or indenture shall be reviewed by the Joint Apprenticeship Committee and registered with the Registration Agencies. 1605

- (e) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he has been assigned under these standards and who is covered by a written agreement with the Company providing for his training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies. 1606
- (f) "Committee" shall mean the Joint Apprenticeship Committee organized under these standards. 1607
- (g) "Supervisor of apprentices" shall mean the person employed as such or the person assigned the responsibility by the Company to perform the duties outlined in these standards of apprenticeship. 1608
- (h) "Standards of apprenticeship" shall mean this entire document, including these definitions. 1609
- (i) "Journeymen" as used in Sub-section (10) hereof, means employees in a specific trade and shall not be construed to include Journeymen or Journeywomen employed in other trades. 1610
- (4) Application: Openings for any Apprenticeship will be posted on the Company Bulletin Boards and applications will be accepted from the employees of the Company who have completed sixty (60) working days and consider themselves eligible under this training program. These applications of prospective apprentices will be reviewed and any testing or evaluation will be conducted by the Joint Committee. However, it is understood that the final selection and hiring of apprentices is the sole responsibility of the Company. Any rejection of an employee shall be based strictly on qualifications. When Apprenticeship openings exceed the number of qualified applicants or where no employee has made application, the Company will consider applications of eligible prospective candidates from outside. These applications will be turned 1611

over to the Joint Committee for their consideration. It is also agreed that when an applicant is not selected for an apprenticeship this does not constitute a matter for grievance under the Collective Agreement.

- (5) Apprenticeship Eligibility Requirements: In order to be eligible for apprenticeship under these standards the applicant must meet the following qualifications. 1612
- (a) he must have grade 12 or its educational equivalent. 1613
 - (b) notwithstanding other provisions of this agreement, any employee, other than those classified as apprentices, may file an application for an opening in the apprentice program. If such applicant meets all of the requirements for apprentice training applicable to prospective apprentices, his application will be considered with other applicants for the apprentice program. 1614
- Exceptions to these requirements may be made by the Company upon the recommendation of the Committee for applicants who have unusual qualifications. 1615
- It is understood that all applicants must successfully pass the Company's regular employment requirements. 1616
- (6) Credit for Previous Experience and Academic Training: At the discretion of the Committee, credit for prior experience in the applicable trade may be given after evaluation. Review will be made after completion of apprentices' probationary period. Credit is to be afforded based on a scale which evaluates substantiated applicable experience, and extent of academic achievement in a secondary school providing a recognized science and technology academic schedule. 1617
- (7) Term of Apprenticeship: The term of apprenticeship shall be as established by these 1618

Standards of Apprenticeship in accordance with the schedule of work processes and related instruction as outlined in Sub-section (20).

Each phase of the scheduled hours of shop training will be considered complete if it is within (plus or minus) ten (10) percent of the hours agreed to in the applicable schedule of work process. 1619

(8) Probationary Period: The first five hundred (500) hours of employment for every apprentice shall be a probation period. During this probation period the apprenticeship agreement may be cancelled by either the Company or the apprentice and providing he has seniority he may elect to return to his previous classification after notification to the Committee. 1620

(9) Hours of Work: Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeymen employed by the Company. In case an apprentice is required to work overtime he shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeymen established by these standards is maintained. The Joint Apprenticeship Committee may limit the hours of overtime work of an apprentice where excessive work schedules interfere with his related training. Apprentices shall only be permitted to work overtime when all the journeymen in the work group are first given the opportunity. 1621

(10) Ratio: The ratio of apprentices to journeymen shall not exceed one (1) apprentice to each eight (8) journeymen employed in a respective trade. In trades where there are less than eight (8) journeymen, one (1) apprentice may be assigned in that trade. In the Machine Trades, the number of journeymen on which to base the number of apprentices shall be the total of journeymen 1622

classified in the specific trade as (a) tradesmen (b) operators of basic and promotional machines and/or operations.

When there are no journeymen laid off, after consultation with the Apprenticeship Committee, the Company may add apprentices over and above the one (1) to eight (8) ratio. The Company will have the final decision providing this in no way undermines the function of the Apprenticeship Committee or the intent or purpose of the Apprenticeship Training Program. 1623

When a reduction in force occurs in the trade where apprentices are employed, apprentices first shall be laid off until the ratio of apprentices to journeymen is one (1) to eight (8) or major fraction of eight (8). Thereafter apprentices shall be laid off proportionately to maintain such ratio. 1624

In the event that the ratio at the time of lay-off is less than one (1) apprentice to eight (8) journeymen, the ratio existing at the time of lay-off shall be maintained, based on the major fraction principle, until all journeymen in the respective trade are recalled. The apprentices will exercise their seniority in their own group. For example, if there are four apprentices in any specific trade and a reduction in this number is required due to lack of work, the first hired shall be the last laid off and the last laid off shall be the first to be reinstated. 1625

An employee having seniority in the Plant who enters the Apprentice Training Program shall, during the period of his apprenticeship, retain and accumulate seniority in his former seniority group and, if laid off or dismissed from the Apprentice Training Program, he shall be returned to his former seniority group in the Plant in line with such established seniority in his former seniority group. 1626

When the work force is increased in a trade, 1627
apprentices must be recalled according to trade
apprentice seniority when the journeymen
increase permits the maintenance of the ratio
used at the time of lay-off. Thereafter, all
apprentices in a trade shall be recalled before any
new journeymen shall be hired.

- (11) Discipline: The Committee shall have the 1628
authority to recommend discipline and/or
cancellation of the apprenticeship agreement of
the apprentice to the Company at any time for
cause such as:
- (a) inability to learn;
 - (b) unreliability;
 - (c) unsatisfactory work;
 - (d) lack of interest in his work or education;
 - (e) improper conduct;
 - (f) failure to attend classroom instruction
regularly.

It is understood that the final decision on
disciplinary action is the responsibility of the
Company.

- (12) Wages: Apprentices in each of the trades 1630
covered by these standards shall be paid a
progressively increasing schedule of wages as
follows:

1st 1,000 hours
not less than 65%
of the journeymen's wage rate.

2nd 1,000 hours
not less than 70%
of the journeymen's wage rate.

3rd 1,000 hours
not less than 75%
of the journeymen's wage rate.

4th 1,000 hours

not less than 80%
of the journeymen's wage rate.

5th 1,000 hours
not less than 85%
of the journeymen's wage rate.

6th 1,000 hours
not less than 90%
of the journeymen's wage rate.

7th 1,000 hours
not less than 95%
of the journeymen's wage rate.

8th 1,000 hours
not less than 95%
of the journeymen's wage rate.

The apprentice shall also receive all Cost-of- 1631
Living increases that are accorded to all other
Plant employees, where such contract provisions
exist.

Hours spent in classroom instruction shall not be 1632
considered hours of work in computing overtime.

Apprentices who are given credit for previous 1633
experience shall be paid, upon receiving such
credit, the wage rate for the period to which such
credit advances them. This shall not be made
retroactive.

When an apprentice has completed eight 1634
thousand (8,000) hours of training and after
recommendation for his journeyman's certificate
by the Committee, he is to receive not less than
the minimum rate paid to skilled journeymen in
the trade in which he has served his
apprenticeship, provided an opening exists and
he is selected for employment as a journeyman.

Apprentices shall not be paid for attendance at 1635
night school unless they are employed on the
night shift and are required to attend night
school, in the same manner as a day school
course. If an applicant is required to attend a day
school course in addition to his night school

training, he shall receive the difference between the pay appropriate to his apprenticeship period and any compensation paid to him by any government agency.

Should the apprentice be accepted from another classification in the Bargaining Unit, the Company on the recommendation of the Joint Apprenticeship Committee will decide his starting rate as seventy-five per cent (75%) of the Journeyman's rate, however, under no circumstances will it exceed seventy-five per cent (75%) of the Journeyman's rate, and it will remain at that percentage until the appropriate number of hours has been reached. This also is not a matter grievable under the Collective Agreement. 1636

(13) Academic Training: Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are attached to this apprenticeship plan. Modification may be made to the schedules on the recommendation of the Committee, subject to final approval by the Company. The Company shall notify the Registration Agencies of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total. A refund of the tuition fee will be made to the apprentice provided he attends at least seventy-five (75%) of the classes during the season and receives a passing grade. The student apprentice is required to furnish each month proof of his attendance at the school. 1637

(14) Joint Apprenticeship Committees: There is hereby established a Joint Apprenticeship Committee as defined Sub-section 3. This Committee shall be composed of six (6) members, three (3) representing the Company and three (3) journeymen employees who are graduate apprentices representing the Union. 1638

The Chairperson shall be the Supervisor of Apprentices and shall be a member of the committee. The Union will designate a member of the Committee to act as Secretary. The Committee shall meet once a month unless otherwise agreed. It shall be the duty of the Committee:

- (a) To formulate any apprenticeship schedule or training program for any skilled trade or single purpose machine operators covered in ARTICLE XV of the current Collective Agreement. 1639
- (b) To see that each prospective apprentice is interviewed and impressed with the responsibilities he is about to accept as well as the benefits he will receive. 1640
- (c) To accept or reject applicants for apprenticeship subject to final approval by the Personnel Department of the Company as provided in Sub-section (4) of this Article. 1641
- (d) To hear and decide on questions involving apprentices which relate to their apprenticeship. 1642
- (e) To determine the scale of credits for previous experience and academic training. 1643
- (f) To offer constructive suggestions for the improvement of training on the job. 1644
- (g) To certify the names of graduate apprentices to the Registration Agencies and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless recommended by the Committee. 1645
- (h) To review the Foreman's monthly report on each apprentice. 1646
- (i) In general, to be responsible for the successful operation of the apprenticeship 1647

standards in the Plant and the successful completion of the apprenticeship by the apprentices under these standards.

- (15) Supervision of Apprentices: Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the Foreman of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the pre-determined schedule of work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their review at the next meeting. 1648

The Supervisor of Apprentices or an individual charged with this responsibility in consultation with the Committee, shall prepare adequate record forms to be filled in by the Foreman under whom the apprentice receives direction, instruction and experience. Foremen shall make a report at least every thirty (30) days to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review. 1649

- (16) Consultants: The Committee may request interested agencies or organizations to designate a representative to serve as a Consultant. Consultants may be asked to participate without vote in conferences on problems related to apprenticeship training which affect the agencies they represent. 1650

- (17) Seniority: Upon satisfactory completion of the apprenticeship program, the apprentice will be given seniority equal to the time he spent as an apprentice. 1651

- (18) Apprenticeship Agreement: Shall mean a written agreement between the Company and the person employed as an apprentice, which agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies. 1652
- The following shall receive copies of the apprenticeship agreement: 1653
1. The Apprentice.
 2. The Company.
 3. The Committee.
 4. The Registration Agencies.
 5. The Local Union.
 6. The **National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW - CANADA).**
- (19) Certificate of Completion of Apprenticeship: Upon completion of the apprenticeship under these Apprenticeship Standards, the Supervisor of Apprentices will recommend to the appropriate Provincial Government Ministry that a certificate, signifying completion of the apprenticeship, be issued to the apprentice. No certificates will be issued by the Apprenticeship Branch, appropriate Provincial Government Ministry unless recommended by the Committee. 1654
- (20) Schedule of Work Process: The schedule of work processes and related training shall be established by the Company and Union for trades agreed to and listed in ARTICLE XV of the Current Collective Agreement. 1655
- In the event the Company decides to employ Apprentices in other trades, and after consultation with the Joint Apprenticeship Committee, the Company, the Union and the National Union will meet to approve such modifications to the Apprenticeship Standards. 1656
- In the event of the introduction of new 1657

techniques, processes or innovations in the **Boeing Toronto, Ltd.** Plant, which in the interests of the parties require modification to the schedule of work processes set forth in the Apprenticeship Agreement, and which have been so recommended by the Joint Apprenticeship Committee, the Company, the Union and the National Union will meet to approve such modifications to the Apprenticeship Standards. A copy of such amendments will be furnished to each Apprentice employed by Company, together with the Registration Agencies.

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- (21) General: The apprentice shall be required to provide himself with a tool box and complete set of tools of his trade. Such tools can be obtained progressively through the Company via payroll deduction but not exceeding an indebtedness of \$200.00 at any given time. Upon satisfactory completion of his apprenticeship, the apprentice will be paid up to \$500.00 reimbursement of cost of tools and text books purchased.

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The schedule of work processes attached serve only as a guide and may be altered as outlined in Sub-section (14) and (20) to meet the requirements of the trades in **the Boeing Toronto, Ltd.** Plant.

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ARTICLE XVII HEALTH AND SAFETY

Section 1 - General

- (1) The Company agrees to maintain adequate sanitary, safety and health conditions throughout its buildings and will provide protective clothing where the need is recognized. No employee will be disciplined for refusal to use any equipment which, in the opinion of the Company and Union Safety Chairpersons is not in safe operating order.

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Section 2 - Health and Safety Representatives

- (1) A Joint Committee on Health and Safety will be established, consisting of **one (1)** representative appointed by the Company and **one (1)** Union Health and Safety Representative. 1701
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- (2) The **one (1)** Union Health and Safety Representative and one (1) Alternate Union Health and Safety Representative shall be elected from the employees in the CAW Local 1967, and will report to the Company Representative responsible for health and safety. 1702
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- (3) The Company will provide the Health and Safety Representative appointed above with a minimum of forty (40) hours of health and safety training per year. The Company will pay any tuition, lost time, and other expenses in accordance with Company policy. The Joint Health and Safety Committee may recommend appropriate training programs or subjects. 1703
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- (4) The parties agree that **the** Union Health and Safety Representative and the alternate Health and Safety Representative shall be considered to be a person selected by the trade union pursuant to Section 23, Sub-section (4)(c) of the Ontario Occupational Health and Safety Act. 1704
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- (5) In the event that a Health and Safety Representative is absent for one week or more, and where he has provided the Company representative responsible for health and safety with advance notification of his absence, he may be replaced by the alternate. 1705
- (6) The **Union Health and Safety Representative** shall be on a full time basis for the purpose of fulfilling the specific functions set out in this Article and set out by law. The **Union Health and Safety Representative** shall receive the rate of pay **he** would have received had they remained at work in their classification, and will be limited to forty (40) hours per week at straight time unless requested to work overtime by the Company Representative responsible for Health and Safety. 1706
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- (7) Should **the** Health and Safety Representative cease to hold that position, he shall be returned, consistent with his seniority, to the classification in which he was employed at the time of his appointment, or to a job classification embracing comparable job duties to that which he held prior to his selection. 1707
2001
- (8) **The** Union Health and Safety Representative will 1708

be provided with a desk, chair, telephone and filing cabinet. The Union Health and Safety Representative will be provided with reasonable access to all C.C.O.H.S. computer disks the Company may have, and reasonable access to a personal computer. 2001

- (9) The alternate Union Health and Safety Representative shall be provided with the minutes of Joint Health and Safety Committee meetings. 1709

Section 3 - Health and Safety Training

- (1) All new hires are to receive a minimum of two days of Health and Safety training. 1710

- (2) The Union Health and Safety Representative shall have input into **and be responsible for** training programs being developed involving Local 1967 members. Before the Company implements a training program where no mutual agreement has been reached with the Union Health and Safety Representative, it will be discussed with a representative of the National Union and the Plant Chairperson. 1711
2001

- (3) For the purpose of instructing formal health and safety training programs to employees represented by the CAW, the Union may appoint up to **three (3)** Union Health and Safety Instructors. 1712
2001

Such selection shall be made from employees of the Company, who are members of CAW Local 1967. 1713

In the performance of their training functions, such Instructors shall report to, and take direction from, the Company representative responsible for Training. 1714

- (4) The Company will provide the Union Health and Safety Instructors appointed above with an appropriate amount of training. The Joint Health and Safety Committee may recommend appropriate training programs or subjects. The Company will pay any tuition, lost time, and other expenses in accordance with Company 1715

policy.

- (5) Subject to the following paragraph, when formal Health and Safety training programs are presented to employees represented by the CAW it will be by a Union Health and Safety Instructor appointed under Sub-section (3) or by a Union Health and Safety Representative. At the discretion of the Company, these programs may be instructed jointly with an instructor appointed by the Company. Should an inadequate number of Union Health and Safety Instructors be available to perform the required training, the Company may utilize other instructors. 1716
- (6) Union Health and Safety Instructors may be granted a Union Business Leave of Absence as per Article VIII, Section 2, for the purpose of conducting Health and Safety training elsewhere, providing they are not required by the Company for training at Boeing Toronto. 1717
- (7) Should a Union Health and Safety Instructor relinquish his position because he ceases employment with the Company, is promoted out of the Bargaining Unit, is elected to a full time Union position, or is removed by mutual agreement of the parties, the Union may appoint a replacement Union Health and Safety Instructor and the Company will train him pursuant to Sub-section (4). 1718

Section 4 - Air Sampling and Noise Testing

- (1) Union Health and Safety Representative will be advised of any air sampling and noise testing so as to provide him with the opportunity to be present. The Joint Health and Safety Committee will be advised of the results. 1719

Section 5 - Eye Protection

- (1) (a) All employees must wear CSA-approved eye protection in areas as designated by the Company. 1720
- (b) Effective January 1, 1993, if employees require prescription safety glasses to comply 1721

- with the above, the Company will contribute **fifty dollars (\$50.00)** to the cost of one (1) standard pair of prescription safety glasses with side shields. 2001
- (c) Should prescription lenses or frames become worn or be accidentally broken during normal duties in the Plant, the Company will bear the cost of repair or replacement. 1722
- (d) The Company will contribute **fifty dollars (\$50.00)** to the cost of replacing prescription lenses through vision deterioration. 1723 2001
- (e) It shall be the responsibility of the employee to take care of his safety glasses. 1724

**ARTICLE XVIII
GENERAL PROVISIONS**

Section 1 - Work by Supervisors

- (1) Assistant Foremen, Foremen and other employees not represented by the Union shall not perform work normally performed by members of the Bargaining Unit but may do so if:: 1800
- (a) instructing an employee or employees; 1801
- (b) an emergency; 1802
- provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employees. 1803

Section 2 - Work Parties

- (1) Employees required to work at locations other than the Malton Plant, which necessitates their living away from home, shall be subject to the following conditions: 1804
- (a) Method of travel and route shall be determined by the Company. 1805

- (b) Cost of travel fares, to location and return, 1806
will be paid for by the Company. If an
employee seeks to use any alternate means
of transportation than that determined by
the Company, and is permitted to do so, he
will be compensated to the value of the
Company selected transportation.
- (c) Travel by means of personal automobile, 1807
either with or without passengers, will be the
responsibility of the automobile owner.
- (d) Any travelling time to location or return 1808
outside of regular working hours will be paid
for at regular overtime rates to a maximum
of eight (8) hours in any twenty-four (24)
hour period, if method of travel is selected by
the employee, and to a maximum of twelve
(12) hours if method of travel determined by
Company.
- (e) Employees will be paid at their regular hourly 1809
rate for the standard hours of work each
week, less any deductible lost time. In
addition the Company will pay twenty-five
cents (25c) premium per hour for each
regular or overtime hour worked on such
location, (subject only to mandatory
deductions). Authorized overtime or shift
work will be paid in accordance with the
provisions of the Collective Agreement.
- (f) While on travel status a per diem of ten 1810
dollars (\$10.00) plus reasonable actual cost
of lodging, will be paid.
- (g) An employee on a work party anywhere on 1811
the continent of North America will be
afforded an opportunity to return home once
each three (3) months for a reasonable
period of time. Such time shall not be a paid
vacation but rather a period in which he is
afforded an opportunity to take a vacation
to which he is otherwise entitled, or to take a
leave of absence without pay or to work in

the Plant.

- (h) All conditions relating to work performed by employees outside the limits of Continental North America will be discussed with the parties concerned before such job assignment is initiated. 1812

Section 3 - Letters of Intent

- (1) **Group Insurance Coverage for President and full time Financial Secretary of Local 1967.** 1813

The Company agrees that for the duration of the current Collective Agreement between **Boeing Toronto, Ltd.** and Local 1967 of the **National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW - CANADA)** it will cover the President and the full time Financial Secretary of Local 1967 for Group Insurance on the condition that Local 1967 reimburse the Company for the required premium. 2001

- (2) **RE: Preshift Overtime - Paragraph 1343** 1814

As agreed to at negotiations, notwithstanding Paragraph 1343, where an employee performs work which precedes and forms a continuous period with his regularly scheduled shift, he shall receive the overtime rate for such hours, irrespective of whether or not he works "eight (8) hours at a stretch" on such regularly scheduled shift.

- (3) **RE: Work Unit Technician - Job Code 768** 1815

As part of the understanding in reaching agreement on the new Job Classification of Work Unit Technician, Job Code #768, the parties agree to the following:

- (i) A Work Unit Technician will not be assigned to work exclusively on one machine in the work unit, but will be required to perform work on those machines in the work unit necessary to complete his assignment.

- (ii) When transporting parts, assemblies and/or materials through the fixed assets, the Work Unit Technician can take only those parts, assemblies and/or materials assigned to him or those assigned to other employees of his work unit.
- (iii) The senior employees in the job classifications affected by the transfer of their work into the work units will be offered future openings for the Work Unit Technician classification. Thereafter, the job posting procedure will apply and the senior applicant(s) will be given the job.
- (iv) The Work Unit Technician will not be required to set-up and operate machines currently being set-up and operated exclusively by the Machinist All-round, #1134 job classification.
- (v) The Company agrees that it will not use the Work Unit Technician classification as a means to circumvent the temporary reassignment provisions of the Collective Agreement.

(vi) Definitions:

I. Fixed Asset

A machine or equipment that the Company determines, for efficiency of operations considerations, not to incorporate into a given work unit. Examples of possible fixed assets are the bladder press, the trumpf-router, the Siempel Kamp 15000 ton press, and a salt bath. Should a fixed asset, at some future date, be incorporated into a work unit, it would no longer constitute a fixed asset for that given work unit.

II. Work Unit

A group technology production cell generally containing the machines, equipment, tools, material, documents, and supplies used for the production of a specified product (e.g. **717** **2001**)

trailing edge, 717 leading edge) or a family of parts with a common process base. The Work Unit does not encompass the Actual assembly operation of such assemblies as the 717 tank jigs, the 717 wing marry-up, the 717 trailing edge, the 717 leading edge etc. With respect to the scope of assembly operations, the work units will be limited to assemblies such as fairings, flap arms, drive stations, pulley brackets, flying controls, formers, bute doors, and dust boxes.

(5) RE: Union Stewards 1816

As discussed at the recent contract negotiations, the parties agree that union stewards will not be unreasonably prevented from performing their duties. In turn, the union agrees to ensure that the stewards act in a responsible manner in the performance of their duties.

(6) RE: Temporary Re-assignment 1817

During the recent contract negotiations the parties discussed the concerns of both Locals 1967 and 673 with respect to alleged abuse of the temporary re-assignment provisions of the collective agreement.

It was agreed that the Company will arrange meeting(s) on a quarterly basis involving the Manager of Labour Relations, the Plant Chairperson, and the S.B.U. Directors in order that the locals may express their concerns in this area. The Plant Chairperson may request the attendance of appropriate committeepersons at such meetings.

(8) RE: Holiday Pay 1818

The parties agree that when an employee is absent from work due to a Union Business Leave of Absence on the work day immediately preceding and/or the work day immediately following a Holiday outlined in Article XI, Section I of the Collective Agreement, then the qualifying day(s) shall be deemed to be the work

day immediately preceding and/or the work day immediately following such leave of absence. The aforementioned agreement is not applicable to a Union Business Leave of Absence granted pursuant to Article VIII, Section (2)(1), nor when the Union's notification for the Union Business Leave of Absence is provided during or subsequent to the period of such leave of absence.

(9) RE: Bereavement Pay 1819

- (i) An employee will receive bereavement pay who is on vacation or Company holiday. An employee will also receive bereavement pay if on a leave of absence of one week or less.
- (ii) An employee returning from a leave of absence of more than one week and who would have returned except for a death in his immediate family will receive bereavement pay.
- (iii) An employee who would have returned to work from a period covered by an A&S Benefit or Workers' Compensation Benefit but does not because of a death in his immediate family will receive bereavement pay.
- (iv) An employee who would have returned from layoff but is unable to because of a death in his immediate family will receive bereavement pay.

NOTE: In 2, 3 and 4, death must occur immediately prior to or at the time the return would have taken place.

(10) RE: Job Duties - Machinist All-Round 1820

The parties agree that in application of paragraph 1558 of the collective agreement, a Machinist All-round (1134) will not be assigned to perform tool or cutter grinding work which is currently being performed exclusively by the Tool Grinder Operator (1029).

(11) RE: Skilled Trades - Numerically Controlled Machines 1821

During the recent contract negotiations the parties discussed the concerns of the skilled trades employees with respect to the continuing use of numerically controlled machines in the plant.

This is to confirm the commitment made by the Company to meet with the Union and discuss the feasibility and desirability of bringing numerically controlled machines into the machining and tool areas of the plant and to utilize skilled trades employees in their operation.

Furthermore, the Company agrees to move a numerically controlled machine into the Tool Room to determine its feasibility for tool making and tool proving.

(12) RE: Supervisors Performing Bargaining Unit Work. 1822

During the recent contract negotiations the subject of supervisory personnel performing work normally performed by members of the Bargaining Unit received considerable attention. It is recognized that performance of such work beyond the circumstances specifically set forth in Article XVIII is an item of serious concern.

Accordingly, where it is proven that a supervisor has performed work which clearly is normally performed by members of the Bargaining Unit, the Company will take the necessary corrective measures to ensure compliance with the Collective Bargaining Agreement.

(13) Sr. Progress Chaser - Bargaining Unit Work 1823

The Union's concern with respect to supervisors performing bargaining unit work normally performed by Senior Progress Chasers was discussed extensively at the recent contract negotiations. It was agreed that the routine "chasing of part shortages" in the form of routine "search and find" activities is bargaining

unit work.

In order that the parties have a clear understanding of the issue and are able to deal with any future alleged violations in a responsible and expeditious manner, the parties agree to the following description of "search and find":

When a supervisor is short a part, the proper procedure is for him to contact a Senior Progress Chaser who will be responsible to find the part. In the event that he cannot find the job, the progress chaser will request his supervisor's assistance.

Supervisors cannot physically look for the part and/or try and locate it through other supervisors. However, this does not exclude supervisors from looking at jobs within their own work area and/or discussing the urgency of such a shortage and from making plans and arrangements to improve its delivery date after the shortage has been located.

Supervisors cannot transmit F.O.s or update system, unless training an employee, and must not move parts unless under investigation by planning, engineering or Q.A.

This excludes outside production parts not on the premises.

(14) Outstanding Issues - Zones 4, 6 and 7. 1824

Further to the meeting of 23 February 1982 this Memorandum will confirm the Company's position with respect to the outstanding issue in Zone 4, 6 and 7, where Industrial Engineers are performing management functions.

- (i) The Company retains its rights as per Clause 6 of the Collective Agreement, to manage and operate its business in the most efficient manner possible, but in so doing, it is not the intent to divert work from the Bargaining Unit employees to Salaried employees.
- (ii) It is the understanding of the Company that

the issue remaining is the definition of the term "Shop Loading" which the Union claims in the past has been performed by Production Control Dispatchers. During the series of meetings between the parties, it is now agreed that the term "Shop Loading" refers to the "prioritizing of F.O.'s utilizing Company documents such as P.A.D.R.E., P.A.C.E.R., Load Plan, etc." This work will be assigned to Production Control Dispatchers.

**(15) RE: REHIRES WITHOUT SENIORITY - 1825
WAGE TREATMENT**

The parties agree that, for the remainder of the existing Collective Agreement, should an employee be rehired without seniority to a Job Classification which he held with the Company within the previous five (5) years, the employee shall receive a Pure Base Rate upon re-employment which has the same relative relationship to the Pure Base Rate Maximum of the Job Classification as had been previously attained.

(16) RE: CONTRACTING OF SKILLED TRADE WORK 1826

The Company agrees to notify the Skilled Trades Committee person in advance and to provide an explanation of the contracting-in of the work.

(17) RE: VENTILATION 1827

The Company agrees to abide by the agreement on ventilation in paragraph 5.c of the Joint Document of June 12, 1988.

(18) RE: EMPLOYEES NOT ENTITLED TO BENEFITS 1828

The parties hereby agree to the following procedure with respect to employees who are absent due to illness or injury and who are no longer entitled to Accident and Sickness Benefits due to the duration of the absence.

The employee will not be terminated merely

because it appears that they are unlikely to return to regular employment, until the employee has been absent for such a length of time that they would no longer be entitled to Extended Disability Benefits, had they otherwise been entitled. Upon expiration of this period, if the employee remains absent, he will be terminated.

(19) RE: WORK ASSIGNMENTS 1829

During the recent contract negotiations the parties discussed their concerns in regard to work assignments. As a result of those discussions, the parties have agreed that all assembly work outboard of station 324 on the **717** wing will be performed by employees in the classification Wing Tank Mechanic, Job Code 651. 2001

(20) RE: MACHINIST ALL-ROUND 1830

The parties agree that an employee holding the Machinist All-round classification (Job Code 1134) or the N.C. and Gantry General Machinist classification (Job Code 1127), shall have the right to accept a position in the Work Unit Technician classification (Job Code 768) offered pursuant to Letter of Intent (3), and to retain his accumulated seniority as of that date. The employee shall retain his Skilled Trades seniority rights for fifteen working days. After fifteen working days he shall relinquish his Skilled Trades seniority rights and his seniority shall be vested in the Work Unit Technician classification.

(21) RE: MEDICAL EXAMINATIONS UNDER REGULATION 654 1831

The Company agrees to pay two hours' straight-time pay to employees receiving medical examinations under Regulation 654, as follows:

1. All employees on the payroll as of June 14, 1988 and employees on layoff at that time and subsequently recalled, who have not already done so, may obtain a first-time medical examination and clinical tests at a physician of their choice and will receive two

hours' straight-time pay for such examination, provided the Company receives proof that the employee obtained the medical examination. The two hours' pay is intended to cover both the initial examination and tests as well as any follow-up consultation or examination (not a referral) arising out of the initial examination.

2. For the second and subsequent medical examinations and clinical tests under Regulation 654, employees will receive two hours' straight-time pay, provided that they fill out a form listing the chemicals to which they are claiming exposure and the reason why they believe they need an examination, and provided, further, a Company challenge to the employees' right to an examination under Regulation 654 is not upheld by the Ministry of Labour.
3. The employees will also receive two hours' straight-time pay for the first referral to a physician, clinic, or hospital other than the one that conducted the initial examination.
4. The number of employees leaving the plant to receive a medical examination is capped at ten per cent per department per week.

(22) RE: MATERNITY LEAVE OF ABSENCE 1832

In clarification of Article VIII, Section 4(d), the normal procedure for an employee returning to work from a Maternity Leave of Absence shall be to supply the Company's Medical Officer with a note from her physician stating that she is fit to return to work.

(23) RE: WORK ASSIGNED TO WORK UNIT TECHNICIANS 1833

During recent contract negotiations, the Skilled Trades Committeeperson expressed the concerns of Machine Repairmen regarding the work assigned to Work Unit Technicians. As a result

of extensive discussions, the parties agreed that the maintenance of the "guts" of machines (except for the changing of filters), the installation of vices or the movement of machinery to and from the work unit, carpentry and maintenance painting will not be assigned to Work Unit Technicians.

(24) RE: VACATION EARNINGS 1834

The parties agree to the following interpretation of Article 12, Section 1(4) of the Collective Agreement:

- (1) "period" refers to the period of absence and not the vacation year.
- (2) Compensable Injury Due to Occupational Accident - For a new period of twenty-six (26) weeks to commence for the purposes of calculation of vacation pay pursuant to Article 12, Section 1(4)(a), an employee must have returned to work and completed a minimum of one shift.
- (3) Illness or Accident Benefit - For a new period of twenty-six (26) weeks to commence for the purposes of calculation of vacation pay pursuant to Article 12, Section 1(4)(b), an employee must have returned to work and filed a new claim which is accepted by the Company as a new claim pursuant to the Benefits Agreement.

(25) RE: OVERTIME CHARGING--RETURN FROM STEADY OFF-SHIFT 1835
2001

The parties hereby agree that, when an employee has been on a steady off-shift for a period of 8 weeks or more, and subsequently returns to a shift rotation, the employee will assume the average number of hours charged to other employees in the same classification in his work group. An employee who returns to a shift rotation for a short isolated period will not be so averaged. Neither will the 8 week period, above, be

considered broken.

The parties further agree that the affected employees will have their overtime hours averaged only in those cases where their hours on the steady off shift are lower than the average hours of the work group. In cases where the overtime hours are higher than the average of the work group, the employees will maintain those overtime hours.

(26) RE: OVERTIME CHARGING--SATURDAY SCHEDULED ON FRIDAY 1836

The parties hereby agree that for the duration of the current Collective Agreement, where an employee is asked, on a Friday, to work Saturday overtime, and he refuses, he will not be charged for the hours on his overtime roster.

(27) RE: MINI-ARBS 1837

In an effort to reduce the backlog of grievances and to make the grievance procedure more efficient, the parties agree that, they would utilize a process of "mini-arbs". The exact details and procedures for this process are to be discussed and mutually agreed upon at a later date.

(28) RE: CRANE MAINTENANCE 1838

As discussed during the recent negotiations, the Company agrees to use its own employees for the performance of normal crane maintenance work for a period of six (6) months, beginning no later than 1 January 1993. This will allow the parties to better assess whether this work is as effectively done by our employees rather than contractors.

Following extensive discussions between the parties with respect to crew sizes, it was agreed that the appropriate number of tradesmen and skill makeup required for any particular assignment may vary. It was further agreed that it was in both parties' interest to perform these tasks in as efficient and effective a manner as

possible. Members of crews will work outside of their respective trade only for menial tasks.

Following the six (6) month trial period, the Company, after meeting with the Union to discuss and analyse the results of this trial, will decide whether it is advisable to extend this period.

Notwithstanding the above, the Company reserves the right to engage contractors to perform emergency crane maintenance work during the above six-month period should the need arise.

The position taken by the parties in this matter is without precedent or prejudice to a position the parties may take to the same or similar matters in the future.

(29) RE: PAY FOR SAFETY REPRESENTATIVE 1839
ATTENDING APPEAL HEARINGS 2001

The company agrees that the job scope of Health and Safety Representative includes attending at hearings for Occupational Health & Safety Act appeals. Such time spent is within their job scope and the Health and Safety Rep will not be deducted earnings. In addition, it is agreed that the Health and Safety Representative will not be deducted earnings where he is in attendance at a WCB appeal as a witness or potential witness.

(30) RE: WEEKEND OVERTIME SHIFTS - THREE 1840
SHIFTS

It is understood and agreed that an employee who was assigned to a three-shift rotational schedule (shifts 1, 2 or 3) the Monday to Friday period immediately preceding a weekend (Saturday/Sunday) who works overtime on the weekend, shall work the overtime on "three (3) shift hours".

**(31) SEALING OPERATIONS PERFORMED BY 1841
(552) B.S.A.**

Sealing of Pressurized, Unpressurized, Integral Wing Tanks, and associated structure, by packing of Voids, Fillet, Faying Surface, Butt Joint and Dome Sealing will be performed by a Sealer (Job Code 572).

The only exception to the above is Faying Surface Sealing which may be performed by a single B.S.A (Job Code 552) providing that they are only sealing the parts s/he are working on.

Faying Surface Sealing will not be performed by a B.S.A. (Job Code 552) when large parts are involved that are to be assembled by more than one B.S.A., i.e., stringers, bulkhead tees, spar caps, etc...B.S.A. will not be permitted to apply sealants with a Semco or equivalent sealant gun.

This agreement is not limited to specific sealing materials. Material type, i.e., PR1431, PR1422, PSS70, etc., will be applied as per applicable Engineering Drawing or Douglas Process Specification.

**(32) RE: BARGAINING UNIT WORK - Re: Truck 1842
and Forklift**

If a vehicle is used to move people, tools, parts, etc., it will be operated by a member of the Bargaining Unit when:

- Local 1967 B.U.W. workers have to travel to suppliers to perform work.
- Local 1967 workers, their tools or parts have to travel between buildings to perform work.
- **Boeing Toronto** workers travelling to 2001 outside sources with the sole purpose of moving parts and materials. This excludes work being done by a courier/transportation company and/or the parts being transported are under investigation.

(33) RE: SECURITY PERFORMING STORES FUNCTIONS 1843

1. All parts and materials delivered to Boeing Toronto will be received and signed for by members of the bargaining unit. 2001
2. Envelopes containing correspondence can be received and signed for by either parties, i.e. can be performed by members and non-members of the bargaining unit depending on the point of delivery.

(34) RE: SKILLED TRADES - MOVING RACKS/BINS 1844

In the event that racks and bins need to be dismantled, assembled or re-set in another location or when the load must be slung for moving, the work will be performed by a Machine repairman.

(35) RE: BARGAINING UNIT WORK 1845

1. the contacting of a courier to arrange pick-up of a domestic shipment and the completion of the Bill of Lading for such shipment is work normally performed by members of the bargaining unit within the meaning of Article XVIII of the collective agreement.
2. the requisitioning of replacement parts for durable tool repair is work normally performed by members of the bargaining unit within the meaning of Article XVIII of the collective agreement.

(36) RE: "IDLE TIME" 1846

During the recent contract negotiations the Company raised a concern with "Idle Time". In order to address this concern, the parties agree that in cases where the company is unable to provide work which would normally be performed by that classification within their S.B.U. or Department, it may be necessary to temporarily

re-assign the employee(s). The Union acknowledges that this may require frequent and regular temporary reassignments and may require the waiving or modification of certain provisions of the temporary reassignment section, in this particular instance, in order to solve the problem in an efficient manner.

The parties agree that any concerns raised under this section will be brought by supervision to the attention of the Steward or Committee person first in an effort to expeditiously resolve the concern.

If a mutually satisfactory resolution to the concern can not be reached, then the Bargaining Committee and Senior Management will meet in an effort to resolve the concern.

In applying this the parties agree that a common sense application and mutual desire to solve day to day problems are necessary.

(37) RE: WAIVING RECALL

1847

In the event the Company recalls an employee for what is anticipated may likely be for a period of time no greater than seventeen (17) weeks in duration, hereinafter referred to as a "temporary recall", the employee will have the right to waive the recall without loss of seniority or recall rights if:

- (1) the employee is presently working at another job; or
- (2) the employee is attending school; or
- (3) the employee is attending a training program;

and provided:

- (a) the employee advises the Company's Employment Department within two (2) working days of being contacted by phone, or being in receipt of the certified notice of recall; and

(b) there is another employee the Company may recall to fill their needs, and such employee accepts the recall.

Should the employee desire to be recalled for a subsequent "temporary recall" he will advise the Company's Employment Department of such. Until such time the employee shall not be eligible for a "temporary recall", provided condition (b) above remains.

In the application of this section the Company shall bear no responsibility, financially or otherwise, for any recalls, failure to recall, or otherwise, that were made in error, provided the Company acted in good faith.

In the application of this provision, no employee shall be displaced by an employee with greater seniority who has previously waived recall.

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

(38) RE: SUBCONTRACTING

1848
2001

As discussed at the recent contract negotiations, the parties recognize the mutual benefit of maintaining work within the Bargaining Unit by fully utilizing Bargaining Unit members to perform such work. Particular concern was expressed with respect to Skilled Trades employees.

It is the policy of the Company to fully utilize its' own employees in maintenance and tooling in the performance of maintenance, construction work and tooling. When such work is required to be performed, Skilled Trades will be given first priority to do such work provided they are capable of performing such work.

In keeping with the above, the Company agrees to notify the Union at least **sixty** days prior to the awarding of any contract for work that could be performed by Bargaining Unit members, either Active or on Lay-off. The notification will consist of the specific work being considered, the reasons why contracting is being considered, the length of the contract and the classifications and number of employees that may be affected if any by the contracting of such work. Union proposals will be analyzed and discussed by the parties prior to any movement of the work subject to such proposals. This language does not pertain to work that is considered to be subcontracted for the purpose of temporary diversion.

The parties agree to have regular discussions, on a monthly basis, or as otherwise may be agreed between the parties. Matters being considered for contracting will be fully discussed at such meetings, in order that the Company may make a sound business decision, including giving due consideration to the importance of our work force to the success of the organization.

(39) RE: ELECTRICIAN/ELECTRONICS 1849

During the recent contract negotiations the parties had considerable discussion in regards to the benefits of encouraging the promotion of Electricians to the classification of Electrician/Electronics. In light of this it has been agreed to canvas Electricians in regards to their interest in promotion to Electrician/Electronics and examine the feasibility of training them for such.

(40) RE: VACATION SHUTDOWN - 1850
Maintenance (Skilled Trades)

In the event the Company decides to have a normal vacation shutdown as described in Article XII Section 1 and require Maintenance (Skilled Trades) employees to work during this period,

they will ask for volunteers on a seniority basis.

(41) RE: GANTRY AGREEMENT

1851

1. PROTECTION FROM LAYOFF

At such time as the Company and Union reach agreement on the issues set out herein, the company will commit to maintaining the workforce as outlined in point 2 below without lay-off unless there is a reduction in production schedules based on DAC requirements. This guarantee is in effect until January 1, 1997. Further to this, the company intends to maintain the workforce, in that the work to be performed by this new classification is integral to the strategies and future success of the company.

2. EMPLOYEE POPULATION

N.C. OPERATORS (764)	24
STMO'S (1027)	25
MACHINISTS ALL-ROUND (1034)	25
HEAVY DUTY ROUTER (761)	1
	<hr/>
	75

Of these 75 jobs, 68 will be guaranteed in the new N.C. Gantry classification and 7 will be in the Machinist All-Round (1034).

3. VOLUNTARY EXIT ALLOWANCE

All active employees in job classifications 764, 1027 and 1034 who are on or over the age of 60 as of July 31, 1995 who elect to retire will receive the following exit allowance providing they retire from the company's payroll between May 15th and July 31, 1995:

The Voluntary Exit Allowance will be an amount equal to one week's wages, including COLA, for each credited year of pension service. The allowance will be paid in one lump sum within thirty (30) days of retirement.

The pension benefit for an employee who retires

under this Voluntary Exit Program will be calculated on the benefit level in effect on the date of retirement. However, if as a result of collective bargaining negotiations for a renewal collective agreement in the fall of 1996, the pension benefit (multiplier) increases, pensions for employees who retired under this program will be adjusted as if they had retired on January 1, 1996. It is understood that the pension will only be adjusted to reflect the pension multiplier in effect at January 1, 1996 and will not include any retroactivity or additional pension credits.

4. New N.C. and GANTRY GENERAL MACHINISTS (Job Code 1127)

Following agreement between the parties, the work currently being performed by Farnham Mill Operator (1027), N.C. Operator (764) and Machinist All-Round (1034), except for those jobs specifically excluded, will become a new job classification (1127).

5. MACHINIST ALL-ROUND (1134)

A minimum of seven (7) employees classified as Machinist All-Round (1034) and their work will not be included in the new classification (1127). This will include the Trim Jig, Tool Room Machinist and those machinists assigned to Assembly and the Quick-Fix Shop. Although the company may require more than seven (7) employees working in this classification, the company will only guarantee seven (7) positions until January 1, 1997. Upon reaching agreement, the wage rate will be increased to group 11 and the new job code will be 1134.

6. SENIORITY AND SELECTION PROCESS FOR JOB CODE 1127

Those employees who are currently working in job classification 764, 1027 and 1034 will be given the option of having their seniority vested in the new classification on the following basis:

- (a) Employees currently classified as 1027's

(including persons with recall rights)

Their seniority will immediately be vested in the new job code 1127. Upon reaching agreement, the wage rate will be increased to group 11 and the new job code will be 1127.

(b) Employees currently classified as 1034's
(including persons with recall rights)

Upon reaching agreement, eighteen (18) of the twenty-five (25) employees currently working in the Machinist All-Round (1034) will be offered a position in the new classification 1127. In the event less than 18 employees elect to move into the new classification, the vacant positions will be filled by recalling employees from lay-off from job code 1034. In the event that more than 18 employees elect to move to the new classification, the 18 with the highest seniority will be chosen and the remaining will be given the next designated available opportunity.

These employees will have the option of remaining in their current classification or having their seniority vested in the new classification (1127). If the employee accepts a position in job code 1127 his/her seniority will be vested in job code 1127 and they will have forfeited all rights to job code 1134. An employee on lay-off who accepts recall to job classification 1134 will have the right to accept a position in job classification 1127.

As of January 1, 1997 the above mentioned employees must decide whether they want their seniority rights vested in the new classification 1127 or remain in job code 1134.

If an employee currently working in job code 1134, who prior to January 1, 1997, had previously notified the company of his/her

desire to vest his/her seniority in classification 1127, the employee must wait until the next designated available opportunity before having their seniority vested into job code 1127.

In the event that after January 1, 1997 the company cannot guarantee the seven (7) positions in job code 1134, the seven affected employees will be offered available positions in job code 1127. If there is no job available in job code 1127 at the time, they will be offered the next immediate available opportunity.

(c) **TOOL JIG BORER OPERATOR (1113)**

An employee who is classified as a Tool Jig Borer Operator (1113) will be allowed to bump latterly to job code 1134 in the event of a layoff.

(d) Employees currently classified as 764's (including persons with recall rights)

These employees will have the option of either accepting a position in the new job code 1127 or exercising their bumping rights into production. This option will remain open until January 1, 1997, at which time they must decide whether to have their seniority rights vested into the new job code (1127) or exercise their bumping rights.

If an employee elects to exercise his/her bumping rights, he/she will be replaced by recalling another employee from job code (764)

Employees will be paid at the rate of job code 1127 immediately upon their decision to have their seniority vested in the new job code (1127). Until such time, their rate of pay shall remain at group nine (9).

7. HEAVY DUTY ROUTER (Job Code 761)

One employee from job code 761 will be

accepted into the new classification 1127. This position will be offered to current employees in classification 761 by seniority. Once the person has accepted the opportunity his/her seniority will be vested in the new classification 1127. This employee will not be laid-off unless he/she is the junior employee in job code 1127.

In the event any work currently performed in job classification 761 is assigned to job code 1127 then these employees will be offered the opportunity to accept a position in job code 1127 in accordance with Article XIX, Section 1 (New Technology language).

8. RECALL AND LAYOFF PROCEDURE

As positions become available, employees in job code 1127 will be recalled from layoff on a ratio of one from each of the three job classifications by seniority. When all the employees are recalled from one of the three job classifications, the recall shall be on a ratio of one to one from the remaining two job classifications by seniority. If there are employees on lay-off from only one of the three job classifications, they will be recalled by seniority.

Layoffs will be conducted on the same basis as above, except for employees who are recalled on or after May 15, 1995, who shall be laid-off in inverse order of their recall. Prior to December 31, 1998, the Union will notify the Company of their intent to either continue the recall and lay-off procedure as outlined above, or to return to recall and lay-off by straight seniority.

9. RETIREMENT - VOLUNTARY EXIT PROGRAM

For each employee who retires under the voluntary exit allowance program, employees will be recalled on a one-for-one basis. The employee to be recalled will be the employee with the highest seniority in the same job classification as the employee who retired (i.e. if

three 1027's retire under the voluntary program, the three highest seniority employees on layoff in job classification 1027 will be recalled).

10. TRAINING

The Union and Company will identify the skill requirements for jobs in the classifications of 1127 and 1134, and will prepare a matrix showing the existing skills of employees who will work in these classifications. The matrix will identify employees requiring training and in which areas.

Initially, the company will train three employees from each of the three job classifications. Following this initial training, other employees in the three job classifications will be trained in accordance with a schedule which will be jointly prepared by the Company and the Union on the basis of the skills matrix.

In accordance with the start-up plan the company will initiate training for maintenance, quality and production personnel.

Any employee who has accepted a position in job classification 1127 will not be laid-off out of seniority solely because he was not provided an opportunity to be trained.

11. JOB ROTATION

As employees become trained with the necessary skills to operate the Gantry Mills, N.C. Machines and Conventional Machines (except for those machines assigned to job code 1134) they will be assigned and rotated as per a schedule. The company shall have the right to move employees onto machines within job classification 1127.

The union will participate in the development and maintenance of the schedule.

12. APPRENTICESHIP PROGRAM

Prior to recall from layoff of the last employee in the new job classification the Company and Union will establish an Apprenticeship Program

as per the current Collective Agreement for the new classification.

13. MACHINE RELOCATION

The Company intends to relocate all N.C. 2001 machines plant-wide into building D1/D8.

14. START-UP OF N.C. GANTRIES.

When the Company and Union reach agreement 2001 on all these issues, the company will begin the alignment of the machine beds and testing of the five gantries currently installed using current **Boeing Toronto, Ltd.** Maintenance and Quality personnel.

15. JOB CLASSIFICATION

As well as performing the duties required in job classifications 1034, 1027 and 764 (except those covered by job code 1134), employees may be assigned to perform the following:

- (i) Operate N.C. Gantries, N.C. Machines and Conventional Machines,
- (ii) Transmit part status/location (not to include performing the functions of receiving or issuing of parts, materials or tools),
- (iii) Remove chips from machines when required and transport to dump area,
- (iv) Pick-up and return cutters and other tooling within their work area,
- (v) Coolant/oiling top-up on the machine they are working on if required, providing the machines are regularly maintained on a daily basis by an employee classified as a Motor and Equipment Oiler,
- (vi) Preset cutters,
- (vii) Move material within their work area,
- (viii) Machine tooling holes on NC Machine beds,

PFO's will be assigned to perform all current

functions as well as assisting in tasks listed above other than (iv) and (v).

42 Re: *New Joint Union/Management Committee* 1852
2001

A joint Union/Management Committee comprised of a union representative and the company Lean Representative will be convened upon execution of this agreement to oversee the agreements between the parties concerning the implementation of the Boeing Production System. The Boeing Production System is designed to reduce the cost of producing product, promote the involvement of employees and entrench continuous improvement in the daily operations of BTL. All of which is recognized by the parties as important to the competitive survival of BTL and the job security of the union's membership. Accordingly, the union and the company endorse the processes and tools utilized by the BPS and encourage the participation of the represented employees of BTL.

The parties further agree to the following in relation to the use of Accelerated Improvement Workshops and Lean Manufacturing Activities, Lean Manufacturing Representatives and an A.I.W. Job Pool:

A.I.W.s and Lean Activities The company may assign bargaining unit employees to perform work assignments as required during A.I.W.s - pay shall be commensurate with such assignment. The company may not assign work, as described above, which includes requirements for certification or specialized training (i.e. welding, electrical or electronic wiring, etc.), or requires specific health and safety training or creates a safety hazard for the

participants.

Lean Manufacturing Representative Each department, shop or work area shall have a designated **Lean Manufacturing Representative** who is a bargaining unit member. The designated employee shall be responsible for assisting with the coordination of the Boeing Production System, assisting with A.I.W. action items follow up and perform as a liaison between the area and the Company **Lean Representative**. Volunteers for the position of lean manufacturing representative

will be solicited from the work areas. The company will choose from among the volunteers, consulting with the union prior to final appointment.

Memorandum of Understanding – A.I.W. Job Pool

The goal of this job pool is to accommodate the worker with limitations on a temporary short-term work assignment.

Guidelines

1. Employees assigned to this area must be approved by both chairs of the Joint Modified Work Committee (hereinafter called the “J.M.W.C.”).
2. Any employee assigned to the A.I.W. Job Pool will be temporarily assigned to the Job Pool. The Management Representative on the J.M.W.C. will fill out this re-assignment. This temporary re-assignment can last up to 30 working days and will be given to the Union Representative of the J.M.W.C.
3. The J.M.W.C. will continue to look for work within the employee’s

classifications and limitations.

4. Any employee whose limitation ends or who is found alternative work must return to their previous classification.
5. The work assignment agreed to by the Company and Union will be Lean Manufacturing related.
6. The J.M.W.C. will continue to look at expanding the roles of the employee's placed within the A.I.W. Job Pool, with the approval of both the Company and Union.
7. The J.M.W.C. will do follow-ups with the supervisor and affected employees in the A.I.W. Job Pool, to help determine the success of these placements.

43 RE: Employees resigning during period of 1853
Notice of Layoff 2001

An employee who, having received notice of layoff and possess insufficient seniority to bump another employee, provides the Company with at least two weeks notice in writing of his resignation, prior to the expiration of the notice period:

The employee shall be entitled to any severance that he would have been entitled to had he been laid off on the date his resignation is effective.

The employee shall be entitled to recall rights as if he was laid off on the day his resignation is effective.

For all purposes of the collective agreement, the employee's resignation shall be considered to be a layoff and he shall be entitled to all rights and benefits of a laid off employee, with the following exception: If the employee has health care benefit coverage either through a spouse, or

through another employer, the employee shall advise the Company of such, and shall not be entitled to any health care benefit coverage normally provided to laid off employees.

An employee who elects to receive any severance he is entitled to under 1.above, thereby relinquishes all seniority, recall rights, and all other employee rights and benefits, including those provided above.

44 RE: Damaged, broken or lost tools 1854
2001

The parties agree that tools that are damaged, broken or lost will be replaced providing they are related to the work of the skilled trades person making the claim. The process specified in MSP 22.010 will include broken tools, along with damaged, lost or stolen tools.

45 RE: Inverse seniority layoff 1855
2001

In order to avoid the surplus of more junior employees, senior active employees may elect to be laid off under the following conditions:

The senior active employee shall retain seniority, but possesses no recall during the first 36 weeks of layoff.

The senior employee may exercise recall rights, based on their election at the time of layoff, following the completion of 36 weeks of layoff.

The employee may forfeit his seniority at any time following the date of layoff and shall be entitled to severance pay, notwithstanding the fact that he has not

been on layoff for 35 weeks. For further clarification, any active employee over sixty-two years of age and at least 10 years service or is fifty-five years of age and has 30 years of service with the company may sever with the company and receive their severance immediately.

The election to be laid off must be given for any surplus that has been announced within two weeks of the announcement.

46 RE: In Tank Classifications 1856
2001

In the event it becomes necessary to layoff an employee out of seniority, due to the employee's physical inability to perform an in-tank function, the parties agree to the following:

1. Should the employee subsequently become physically able to perform the required in-tank functions, and should the employee have sufficient seniority, the employee will be recalled to the position, provided the employee notifies the Company in writing of such change and of his/her desire to return;
2. Should work comprising a full-time position become available within the classification, which the employee is physically able to perform, and should the employee have sufficient seniority, the employee will be recalled to the position.

47 RE: Wing Marry-up Mechanics - Job Code 1857
680 2001

The parties have agreed that employees classified as Wing Marry-up Mechanics will be paid a Group 8 rate to a maximum of ten (10) hours per aircraft,

for the Drill Press Operation (i.e. the pork chop and trap panel) on the B717 Wing.

Further to this, the manager will submit a memo through Labour Relations to Payroll on a periodic basis tabulating those hours to be approved for payment, as noted above.

48 RE: Calculation of Service for Purpose of 1858
Determining Severance Pay 2001

In order to resolve an outstanding issue concerning the appropriate interpretation of the Employment Standards Act, in regards to the calculation of an employee's completed years and months of employment, for the purposes of calculating severance pay, the parties have agreed to the following:

The employee's completed years/months of employment shall be calculated as the sum of:

- a) the total time between his/her Service Date, and the earlier of:
 - i) the date 35 weeks following his/her final layoff, or
 - ii) the date his seniority is forfeited; plus
- b) any periods of employment prior to a break in seniority, not included under (a) above. These prior periods shall exclude any periods of layoff, beyond the first 35 weeks of layoff, if the layoff commenced after June 14, 1987. These prior periods shall include all periods of layoff, if the layoff commenced prior to June 14, 1987.

An employee's Service Date shall be the date the employee commenced employment with the

Company following the most recent, if any, break in seniority.

This interpretation shall remain in effect until the Company notifies the Union that they wish to change the practice in regards to the inclusion of time on layoff, from that point forward, and have had discussions with the Union in this regard.

49. Placement of Employees with Limitations 1859
2001

In order to ease the problems that have arisen in finding suitable work for employees with limitations and streamline the process of placing these employees, it has been agreed by the Company and the Union to implement the following procedures:

- 1. In cases of transfers due to layoffs/bumping or the return to work of employees with limitations, able bodied employees may be displaced from specific designated jobs to make positions available for employees with permanent restrictions.**
- 2. During the layoff and bumping processes, some light-duty jobs will be reserved for employees with permanent limitations. These cases will be coordinated with the Joint Modified Work Committee.**

50. Layoff of Union Officers 1860
2001

Union Officers, who may be laid off as a result of not having adequate vacation entitlement to cover the plant shutdown of December 21, 2001 to January 21, 2002 and

any anticipated shutdown in July/August 2002, will be protected to return after the shutdown(s), to the zone and position they were elected to represent.

Section 4 - Schedules

1861

- (1) The following schedules are included herein and form part of the Agreement.

APPENDIX I - Schedule of Flow Charts

APPENDIX II - Covering the Hospitalization and Group Insurance Benefits

APPENDIX III - Glossary of Words and Phrases

APPENDIX IV - Pension Plan

APPENDIX V - S.U.B. Plan

APPENDIX VI - Dental Plan

**ARTICLE XIX
TRAINING**

Section 1 - New Technology

(1) "New Technology" means machinery, equipment, materials or methods of a different nature than those previously used by the Company that are new to the Bargaining Unit and will have a significant impact on Bargaining Unit employees. 1900

The Company and Union recognize that it is to their mutual benefit to ensure that the competitiveness of the organization is maintained through the continued introduction of New Technology. 1901

Within thirty (30) days of signing the Collective Agreement, the parties will establish a joint Management/Union Committee comprised of three (3) representatives of the Company and three (3) representatives of the Union. One member from each party will be designated as a permanent appointee to such Committee. 1902

The Committee will meet at least quarterly at the request of either party, unless otherwise mutually agreed. When the decision to introduce New Technology has been made the Company will notify the Union, through the Committee, of its intention, and of the anticipated effect it will have on Bargaining Unit employees. Such notification will be given six (6) months in advance. 1903

Where New Technology necessitates the acquisition of new abilities and knowledge, the Company will make every cost effective effort, to train and retrain employees, with preference being given to senior employees in the affected classification(s), in improving their qualifications in order to adapt to the technological change. In this regard, the Committee is responsible for defining problems, developing solutions to such 1904

problems, and recommending solutions to the employer.

Should impasse be reached, either party may request the participation of the CAW National Office. 1905

**ARTICLE XX
DURATION**

Section 1 - Term

- (1) This Agreement shall become effective as of **28 October 2001** unless otherwise specifically provided as to certain provisions, and shall remain in effect through **29 October 2004** and from year to year thereafter unless written notice to amend or terminate the Agreement is given by either party. 2000
2001

Section 2 - Amendments To or Termination of This Agreement

- (1) Notice that amendments are required or that either party intends to terminate the Agreement may only be given during the period of not more than ninety (90) calendar days or not less than thirty (30) calendar days prior to the termination date. If notice of amendment or if termination is given by either party, the other party agrees to meet for the purpose of negotiation and if complete agreement has not been reached by the expiration date then either party at any time thereafter may terminate this Agreement by giving seven (7) days written advance notice to the other. 2001
- (2) It is understood that during any negotiation following upon notice of termination or notice of amendment, either party may bring forward counter proposals arising out of or related to the original proposal. 2002

FOR BOEING TORONTO, LTD.:

S. Fisher
President

J. Armstrong
Director, Enterprise Services

P. Iannone
Senior Manager, People Health Safety & Security

W. Barrett
Senior Labour Relations Representative

C. Elias
Senior Compensation and Benefits Specialist

FOR THE UNION:

B. Hargrove
National President

J. O'Neil
National Secretary-Treasurer

P. Kennedy
National Assistant to the Secretary-Treasurer

D. Cartwright
National Representative

D. Tyler
Chairperson - Bargaining Committee

A. Faulds
President

D. Hunter
Member

K. Bradshaw
Member

T. Graham
Member

D. Youngs
Member

APPENDIX "1"
SCHEDULE OF FLOW CHARTS

General Classifications	Chart No.	
Electronic Group		2
Structural Group	4A&4B	
Sheet Metal Group (Machine)		5
Heat Treat Group		6
Plastics Group		7
Progress Group		8
Welder Group		10
Motor Equipment Group		11
Paint Group		13
Moulding Group		14
Stores, Receiving and Shipping Group		15
Fabric Group		16
Plastic, Paint and Fabric Inspection Group		17
Production Operators-Machine Group		18
Electronic and Instrument Inspection Group		19
Heat Treat Inspection Group		20
Aircraft Inspection Group		21
Machined Parts Inspection		22
Tube Bending Group		24
Metal Bonding Group		25
Work Unit Group		26
	Job	Flow
	No.	Chart
		No.
Group 8		
Crack & Flaw Detection Inspector	808	20
Induction Heating Machine Operator	809	10
Aircraft Welder	810	10
Support Inspector	811	22
Panel Beater	812	4A
Group 7		
Senior Heat Treater	704	6
Heat Treat, Paint and Electroplate	714	20

Inspector		
Sr. Aircraft Inspector	715	21
Heavy Duty Router Operator	761	18
Stretch Form Mechanic	762	5
Numerical Control Machine Operator	764	18
Plaster Pattern Maker	765	14
Production Plastic Mechanic	766	7
Tube Bending Specialist	767	24
Work Unit Technician	768	26
Drivematic Rivetting Operator	769	4A
Sheet Metal NC Operator	770	5
Group 6		
Airframe Mechanic	604	4A
Bench Fitter Mechanic	605	4A
Aircraft Spray Painter	609	13
Sheet Metal Mechanic	618	4A
Brake Press Mechanic	622	5
Farnham Rolls Mechanic	623	5
Wing Tank Mechanic	651	4A
Sealer Mixer	652	4B
Operator Coining Equipment	653	4B
Sr. Punch Press Operator	654	5
Tube Bender Mechanic	677	24
Drill and Ream Mechanic	678	4A
Electrical Spot Anodizer and Colour Match Mechanic	679	4A
Wing Marry-Up Mechanic	680	4A
Autoclave Operator	682	25
Honeycomb Machine Operator	683	5
Cable Splicer, Cutter and Swager	685	4B
Material Control Dispatcher	689	8
Heavy Duty Equipment Operator	687	11
Operator Chemical Milling	688	4B
Hydraulic Press Mechanic	698	5
Tool Bit Grinder and Drill Sharpener Operator	699	18
Group 5		
Junior Heat Treater	505	6
Electrical Installer	507	2
Punch Press Operator	522	5
Do-All Saw Operator	523	5

Drop Hammer Operator	525	5
Sheet Metal Dresser	546	5
Truck and Fork Lift Driver	550	11
Bench, Structural and Airframe Assembler	552	4A
Electro-Plater	555	6
Metal Bonder	569	25
Sealer	572	4B
Pedestal Drill Operator	573	18
Finisher Machined Parts	578	4A
Plastic Grinder Assembler	579	7
Sheet Metal Machine Operator	583	5
Spot Weld & Induction Braze Machine Operator	584	6
Group 4		
Parts Spray Painter	402	13
Bath and Spot Weld Operator	438	6
Stores Machine Operator	454	15
Metal Bonder-Parts Preparation	456	25
Tank and Tube Tester	459	24
Operator, Shot Peening & Sandblast Equipment	461	10
Cleaner Wing Tank	462	4A
Motor and Equipment Oiler	463	11
Battery Servicer	464	11
Group 3		
Equipment Operator	352	11
Production Facilities Operator	356	ALL

Group 5

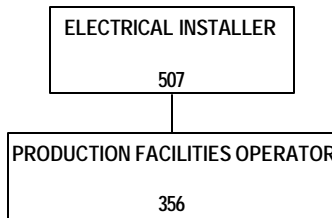
507-2

ELECTRICAL INSTALLER

Required to install and connect or remove and disconnect various types of electrical equipment and cables, using blue prints, sketches or schematic drawings. Perform operations as assigned to produce electronic and electrical details. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

CHART NO. 2

ELECTRONIC GROUP



Group 8

812-4A

PANEL BEATER

Forms sheet metal into odd shapes by employing beating and wheeling methods to drawings, loftings, sketches or verbal instruction and completes the assembly of the unit. May be required to perform work of a Sheet Metal Mechanic. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 7

769-4A

**DRIVEMATIC RIVETTING MACHINE
OPERATOR**

Set-up and operate Drivematic Rivetting Machine. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6

604-4A

AIRFRAME MECHANIC

To be responsible for installing, repairing and functioning and/or all parts or components necessary to fabricate complete airframe including rigging, piping either hydraulic or pneumatic units to schematic drawings, blueprints, engineering changes or verbal instructions. Performs the adjustment of flight and engine controls for correct co-ordinated linkages, tensions and travel, also testing, functioning or trouble shooting on any hydraulic or pneumatic unit. Will be required to do swagging and operate swagging equipment. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6

605-4A

BENCH FITTER MECHANIC

Required to develop and complete complex parts and assemblies. Required to perform all operations in connection with the assembly and fitting of all types of pre-fabricated parts and fittings. Required to work from information received and/or available. Be able to make temporary tools pertaining to the work. May be required to operate a Wales Strippit Machine. Must do all necessary re-work. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6

618-4A

SHEET METAL MECHANIC

Required to plan, lay-out and develop any sheet metal part from ordinary or complicated blueprints, making and setting up temporary tooling, to do installation, repair, re-work or modification of any sheet metal parts on or off the aircraft. Panel beating or wheeling is not required of a Sheet Metal Mechanic but such Sheet Metal Mechanics as have the ability to perform this work shall be paid the top rate of Panel Beaters while so engaged. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6

651-4A

WING TANK MECHANIC

Required to complete, fit and/or assemble parts, assemblies or components to jigs, drawings or aircraft. Must be able to perform the work in confined areas including internal wing tanks. May also be required to work externally.

Perform re-work not beyond the level of difficulty normally required of the Bench, Structural and Airframe Assembler Classification. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6

678-4A

DRILL AND REAM MECHANIC

Required to plan, lay-out, drill, precision ream and countersink close tolerance holes at main landing gear area of wing by the use of jigs and/or drawings. Required to perform all operations in connection with the assembly and fitting of all pre-fabricated parts and fittings in the main landing gear area, including all necessary re-work. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6

679-4A

**ELECTRICAL SPOT ANODIZER AND
COLOUR MATCH MECHANIC**

By the use of prescribed materials, acids and equipment, blends gouges to Engineering instructions and P.P.S. (D.P.S.) standards on external skin surfaces. Spot anodizes and colour matches external skin surfaces to blend with original colour. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6

680-4A

WING MARRY-UP MECHANIC

Required to perform the setting-up of wings and the necessary marry-up operations of the trapezoidal panel. Required to work from information received and/or available. Must do all necessary re-work. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 5

552-4A

**BENCH, STRUCTURAL AND AIRFRAME
ASSEMBLER (552,503)**

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

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

Lay-out means other than that accomplished by use of a scale or tape and pencil or scriber. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 5

578-4A

FINISHER MACHINED PARTS

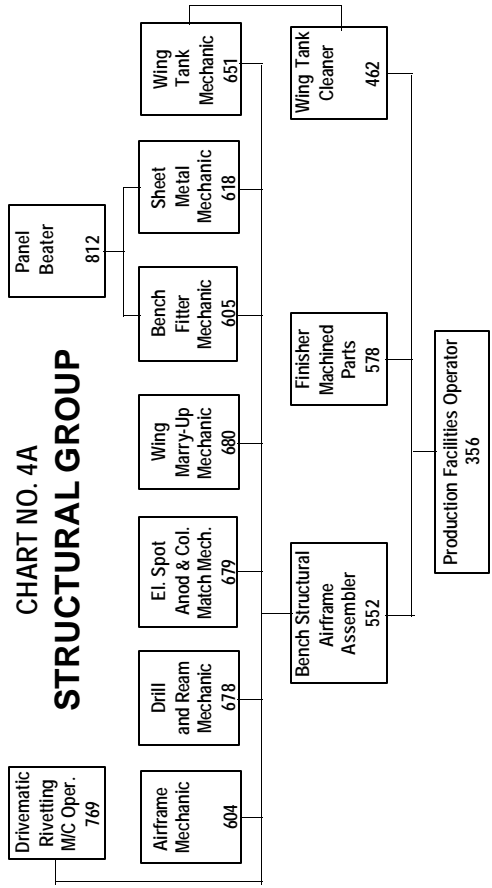
Required to perform the operations necessary to finish machined parts by straightening, blending, chamfering, deburring and tapping of holes to drawing specifications. This work requires the use of hand and power tools and straightening presses. Performs incidental operations such as marking code or part numbers. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 4

462-4A

CLEANER WING TANK

Required to work inside integral wing tanks to clean interiors prior to shipment using necessary cleaning fluids. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**



Group 6

652-4B

SEALER MIXER

Must be familiar with all phases of sealants and be able to accurately mix given formulae in accordance with established standards. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6

653-4B

OPERATOR, COINING EQUIPMENT

Required to perform the operations necessary to prepare production parts and test pieces for coining, and to set up and operate all coining equipment including the use of related measuring tools. Works to process standards, drawings, and/or oral instruction.

May be required to drill and ream all holes prior to coining, with the exception of the Main Landing Gear (M.L.G.) area. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6

685-4B

CABLE SPLICER, CUTTER AND SWAGER

Required to cut, splice or swage, solder and wrap wire cable, rope or shock as assigned and according to information received or available. May be required to carry out prototype installations pertaining to his work. Must possess current C.A.F. approval for swaging. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6

688-4B

OPERATOR CHEMICAL MILLING

Required to perform the Chem-Milling and related operations to remove material from aluminum and aluminum alloy parts and materials (*), and to maintain and replenish solutions used in the process. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

* Defined as all materials suitable for this type of operation.

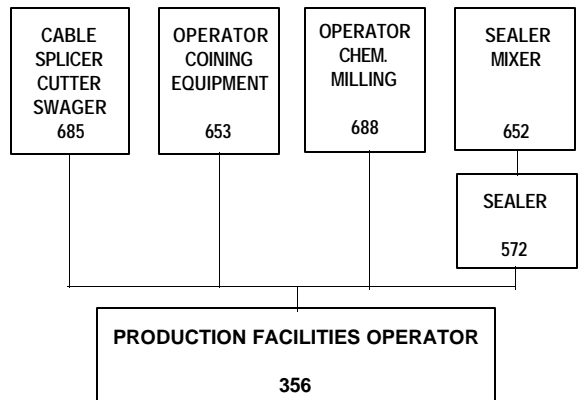
Group 5

572-4B

SEALER

Required to perform the operations necessary to seal pressurized or unpressurized integral wing tanks. Pressure compartment and structure, including such typical operations as cleaning areas for the purpose of sealing. Applying sealant by approved method, and hand-working to remove bubbles. Closing tanks and compartments for the purpose of pressurizing and checking for leaks in accordance with standard practice. Applying various types of sealants, coating by brush or spray gun, performs all non-structural rework necessary to prevent leaks. Must know curing and drying time of sealants. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

CHART NO. 4B
STRUCTURAL GROUP



SHEET METAL NC OPERATOR

In accordance with the machining/nesting production schedule, performs the necessary operations, including such operations as nesting, machine set-up and operation, any necessary hand finishing and deburring, w/o verification, checking parts for conformance to specifications, and all required data manipulation and extraction associated with the operation, required to fabricate parts utilizing a numerically controlled router.

Incidental to above operations may be required to move parts, and or materials, including the movement of related tools and documents, to the next designated stages in the production sequence. Obtains and is responsible for required supplies, materials, tools, equipment and related information.

May be required to assist in the training of other employees assigned to the work area.

Adapts to new methods, processes, materials, machines, and equipment as required. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 7

762-5

STRETCH FORM MECHANIC

Set-up and operate all types of stretch form machines of the Sheridan Grey (Model L-400) and Cyril Bath machines capabilities to perform any operations within the machines capacities, such as: stretch forming heavy duty stringers, sparcaps, extrusions, etc. Use form blocks and dies, perform lay out reference and location points incidental to the work, establish range, set pressures and travels and check work to conformance to drawing specifications.

Do tool proving and first off on new set-up of form blocks and dies, using all tools, equipment and measuring devices related to the work and record information for future use.

Follow established procedures, working to work order cards, drawings, stretch charts, engineering orders, rework dispositions, Douglas process standards, written and verbal instructions. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6

622-5

BRAKE PRESS MECHANIC

Requires the planning, set-up and forming all types of sheet metal stock, common to aircraft manufacture.

Install, align and set-up various types of dies and forms in brake presses to produce work containing bends, joggles, channels, corrugations or forming angles, including the calculations of bend allowances.

Requires a basic knowledge of die construction and materials. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6 623-5

FARNHAM ROLLS MECHANIC

Sets-up and operates a Farnham Roller. In addition performs all first off work and records the machine setting on a chart form. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6 654-5

SENIOR PUNCH PRESS OPERATOR

Perform all the operations necessary for hot and cold joggling and forming. Required to determine sequence of operations and set-up dies for trial and develop banks and run off material from accepted dies.

Will perform the duties of Punch Press Operator, Job Code 522-5 as required. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6 683-5

OPERATOR, HONEYCOMB MACHINE

Required to set-up and operate Honeycomb routing machine used to rout honeycomb materials. Performs operations pertaining to the preparation of honeycomb materials for routing. Works to blueprints, work order cards and/or instructions. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6 698-5

**HYDRAULIC PRESS MECHANIC
(517,519,576,649,689)**

Required to perform the operations necessary to set-up and operate hydraulic presses for coining operations or to stretch form sheet metal parts, spars, stringers, extrusions or other like items.

Must be capable of tool proving, first off operations.

Works to blueprints, process sheets and/or oral instructions.

Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.

Group 5 522-5

PUNCH PRESS OPERATOR

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

Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.

Group 5 523-5

DO-ALL SAW OPERATOR

Required to set-up and operate the machine, including the welding attachment and have complete knowledge of speeds, feeds and types of blades employed on different types of material. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 5

525-5

DROP HAMMER OPERATOR

Set-up and operate any drop hammer to produce single or double curvature work with or without the use of pressure and/or rubber plates. Develop the use of pressure and/or rubber plates for new parts. Do all necessary hand forming and rough trimming. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 5

546-5

SHEET METAL DRESSER

Must have ability required to finish sheet metal parts by a hand forming operation, using form blocks to be supplied. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

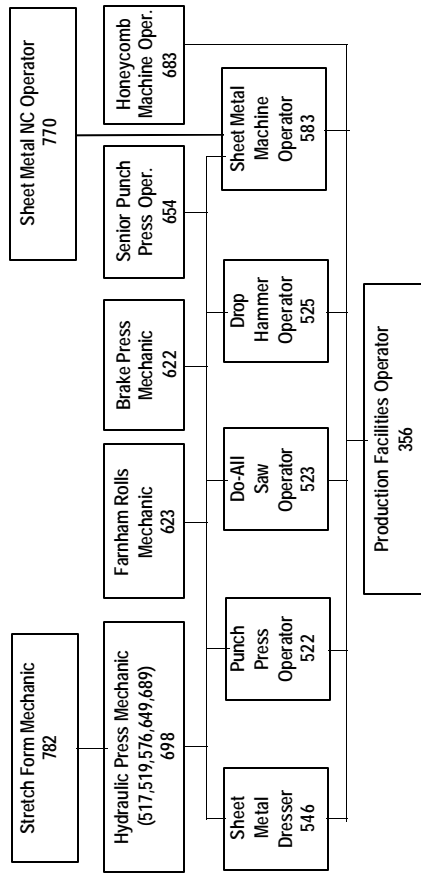
Group 5

583-5

SHEET METAL MACHINE OPERATOR

Required to set-up and operate any of the following machines: Router, Nibbler, Crimping Machine, Draw Bench and Slitting Shear, Rubber Press, Deburring Machines, Drill and Straightening Rolls. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

**CHART NO. 5
SHEET METAL GROUP (MACHINE)**



Group 7

704-6

SENIOR HEAT TREATER

By the use of furnaces or other devices, heat treat any metal used in aircraft to required specifications. Must possess a thorough knowledge of the physical and chemical properties of the metals to be treated and be able to work out treatment problems for which no chart or table exists. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 5

505-6

JUNIOR HEAT TREATER

Required to heat treat metals to required specification and have a knowledge of materials and the particular heat treat equipment used. Must also process material by a variety of chemical methods directly related to the heat treatment. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 5

555-6

ELECTRO PLATER

Requires the etching, plating and electroplating of aircraft parts. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 5

584-6

**SPOT WELD AND INDUCTION
BRAZING MACHINE OPERATOR**

Required to perform all the operations necessary to set-up and operate Spot Weld and Induction Brazing Machines including all operations necessary for the preparation and completion of all assigned work. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

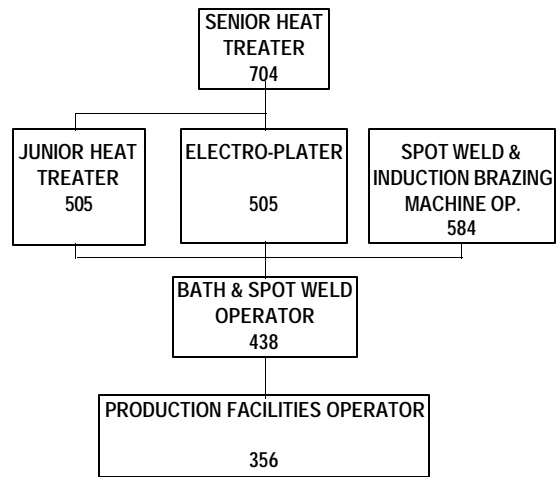
Group 4

438-6

BATH AND SPOT WELD OPERATOR

Required to maintain and operate chemical finishing bath, other than electroplating, with knowledge of materials employed and affected by the bath. Prepare parts for spot welding to instructions of his Supervisor. Be able to operate a pre-set spot welding machine. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

**CHART NO. 6
HEAT TREAT GROUP**



Group 7

766-7

PRODUCTION PLASTIC MECHANIC

Required to be familiar with all phases of plastic operation, as known, and perform experimental development work from blueprints, sketches or verbal instructions. Must accurately mix plastics to given formulae and accomplish forming process according to directed methods. May be assigned to work in the making of production moulds or dies from master supplied. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 5

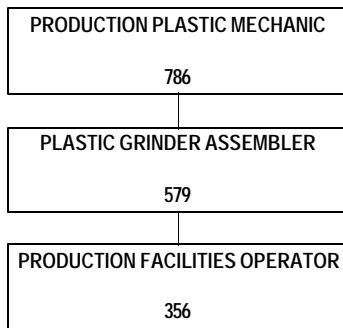
579-7

PLASTIC GRINDER ASSEMBLER

Required to prepare moulds for lay up. Trims finished moulded parts to trim jig or scribe lines, by machining, filing or any other approved method. Required to assemble parts by plastic bonding, mechanical fastenings or soft rivetting. Locate and drill holes as required by process. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

CHART NO. 7

PLASTICS GROUP



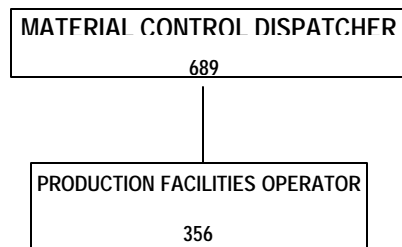
MATERIAL CONTROL DISPATCHER

Required to perform all the requirements to support the Fabrication Assembly and Tooling areas. Progress jobs, hardware and tools within and thru out the plant. Load shops by using any systems documents like PADRE, Open Order Master File, any derivative or extraction thereof.

Required to carry out investigations as to cause and cure of rejected parts, components and assemblies, arrange the necessary rework, salvage or scrap and their subsequent replacement

Analyze and correct any part order plans, to meet required Engineering and Planning configuration. Search, find and update requirements to provide visibility on any kind of shortage. Required to perform all tasks required in a store, stockroom and or Point of Use (POU) area. Pack, ship and receive all aircraft parts, hardware and assemblies from and to the plant, and build any crates to support those tasks. Requires preparing and keeping the necessary records to support all the above tasks. Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.

**CHART NO. 8
PROGRESS GROUP**



Group 8

809-10

INDUCTION HEATING MACHINE OPERATOR

Required to perform all the operations necessary to set up and operate an Induction Heating Machine and associated equipment including all the operations necessary for the preparation, setting up and completion of all assigned work. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 8

810-10

AIRCRAFT WELDER

Requires the preparation, setting up, and completion of all aircraft welding operations, including repair work. Must possess two or more current C.A.F. approvals in the material group and tests category (method) or equivalent. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 4

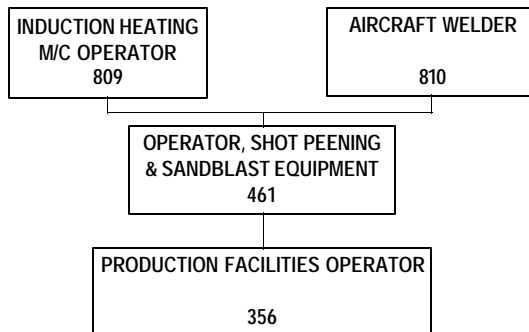
461-10

**OPERATOR, SHOT PEENING
AND SANDBLAST EQUIPMENT**

Required to perform the operations necessary to set up and operate shot peening machines including preparation of test pieces for inspection. Work to process and work order cards and/or oral instructions. Must be able to perform duties involved with and associated with operating a sandblast machine. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

CHART NO. 10

WELDER GROUP



Group 6 687-11

HEAVY DUTY EQUIPMENT OPERATOR

Required to drive heavy duty equipment, such as snow plow, mobile cranes (over ten (10) tons), travel lift (Drott), track mobile, bulldozer, tractor trailer and automatic fork lift with Goose Neck attachment as assigned, also automatic fork lifts when used in tandem.

Must possess valid license. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 5 550-11

TRUCK AND FORK LIFT DRIVER

Required to drive equipment such as trucks, automobiles, fork lift and mobile cranes (ten (10) ton capacity and less).

Must possess valid license. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 4 463-11

MOTOR AND EQUIPMENT OILER

Required to lubricate electric motors and other mechanical equipment. Mix and apply coolant as required. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 4

464-11

BATTERY SERVICER

Performs all work related to battery charging including maintaining the battery charging area in a clean and safe condition, obtaining and maintaining necessary inventory of supplies and keeping necessary records. May be required to pick-up and deliver batteries.

Is not required to perform electrical work of a Journeyman Electrician. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

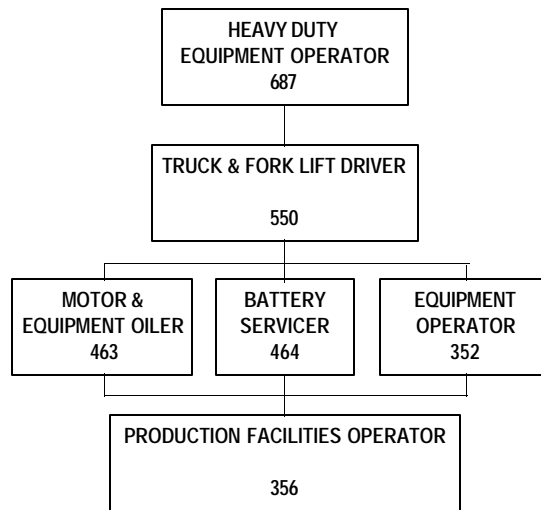
Group 3

352-11

EQUIPMENT OPERATOR

Required to operate tractor, stock train or other comparable equipment. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

**CHART NO. 11
MOTOR EQUIPMENT GROUP**



Group 6

609-13

AIRCRAFT SPRAY PAINTER

Requires the complete preparation of surfaces, including masking and priming, finishing and final spotting, touch up, lettering and stencilling of interior or exterior surfaces. Must be able to care for and apply silkscreen stencils. Must mix paints or dopes, work to written or verbal instructions, using blue prints for reference or identification of parts or specifications. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

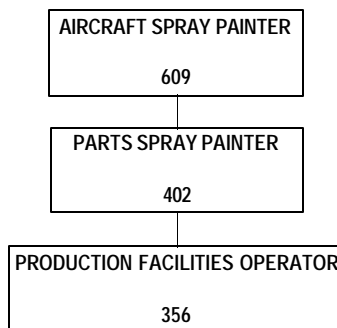
Group 4

402-13

PARTS SPRAY PAINTER

CHART NO. 13

PAINT GROUP



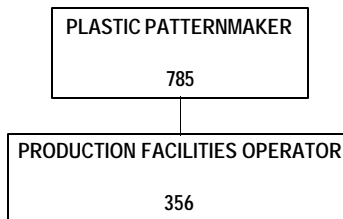
Group 7

765-14

PLASTER PATERNMAKER

Requires the making of Plaster patterns using fettles and wood patterns, etc. Reproduce plastic moulds from wood or plaster patterns. Required to finish Drop Hammer Dies or moulds by grinding. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

**CHART NO. 14
MOULDING GROUP**



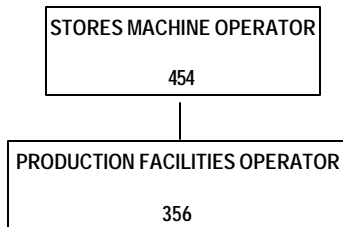
Group 4

454-15

STORES MACHINE OPERATOR

Must set up and operate shears, saws, stitcher or such other machines as used in stores, shipping or tool crib. Lay-out, cut and assemble cartons as required by stores and shipping department. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

CHART NO. 15
STORES, RECEIVING AND SHIPPING GROUP



Group 7

761-18

HEAVY DUTY ROUTER OPERATOR

Required to set-up and operate Heavy Duty Routers to machine castings, forgings and/or produce machined parts from bar stocks, ferrous/non-ferrous materials and plastics, working from blueprints, drawings and general information. Perform any lay-out incidental to the work and check parts for conformance to specifications. Is not required to work on tooling or maintenance type work. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 7

764-18

NUMERICAL CONTROL MACHINE OPERATOR

Required to set-up and operate Numerically Controlled machines to machine castings, forgings and/or produce machined parts from bar stock, ferrous/non-ferrous materials and plastics, working from blueprints, drawings and general information. Perform any lay-out incidental to the work and check parts for conformance to specifications. Is not required to work on tooling or maintenance type work. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6

699-18

TOOL BIT GRINDER AND DRILL SHARPENER OPERATOR

Required to set up and operate various types of pedestal tool bit grinding machines, drill sharpening machines and their attachments.

Regrind and sharpen tool bits, such as used on turning lathes, by off hand grinding.

Regrind and sharpen drills.

Use necessary tools and measuring instruments incidental to the work.

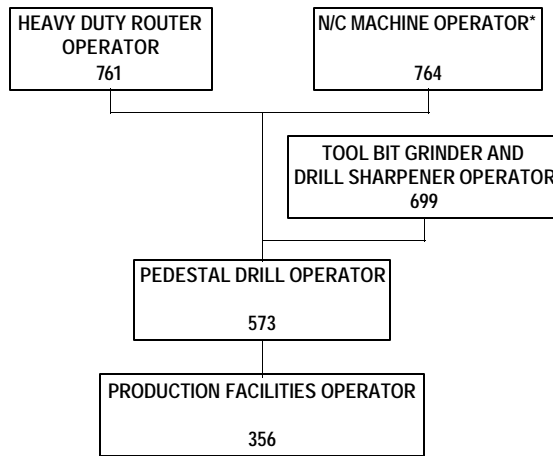
Follow established procedures working to written and verbal instructions. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

PEDESTAL DRILL OPERATOR

Performs the operations necessary to set-up and operate pedestal drills to perform drilling operations on castings, forgings, and/or machined parts working from blueprints, drawings and general information. Performs any lay-out incidental to the work (excluding compound angles) and checks work for conformance to specifications. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

CHART NO. 18

**PRODUCTION OPERATORS
MACHINE SHOP GROUP**



*EQUIVALENT TO WAGE GROUP 9 RATE

CRACK & FLAW DETECTION INSPECTOR

Required to perform non-destructive testing (NDT) inspection to detect internal and external material flaws using penetrant, magnetic particle and ultrasonic inspection methods.

Must be capable of setting up and operating all applicable NDT Processes and equipment. This includes the proper orientation of parts and the preparation of processing solutions applicable to the flaw detection systems.

Required to accept or reject according to specification and material acceptance standards as a result of NDT inspection findings.

Must assist in the training and guidance of less experienced NDT workers.

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

Required to pass oral, written and practical examinations according to applicable specification requirements.

Must meet specified eyesight and colour vision requirements.

Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.

Group 7

714-20

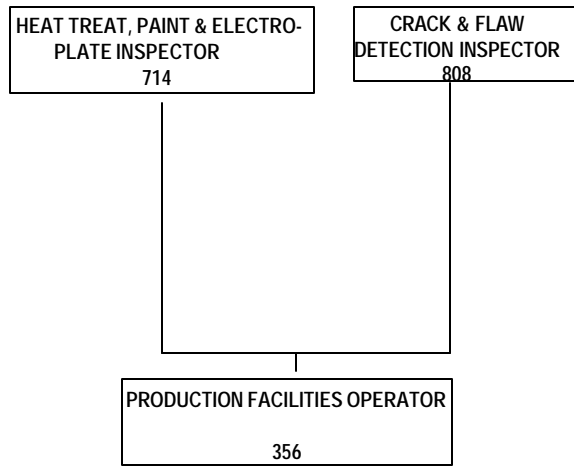
**HEAT TREAT, PAINT AND ELECTRO-PLATE
INSPECTOR**

Required to inspect/audit and approve, using all inspection equipment necessary, all operations to procedures carried out in Heat Treat, Paint and Electro-Plating Departments. Must possess knowledge of Heat Treat procedures and temperature controlling devices to verify them to be correct. Must be capable of carrying out periodic survey checks on plating equipment and recording instruments.

Required to carry out complete checks on heat treat, paint and electro-plating process procedures.

Must have complete knowledge of procedures and be able to complete all necessary inspection reports and documents relating to the foregoing. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

CHART NO. 20
HEAT TREAT INSPECTION GROUP



Group 7

715-21

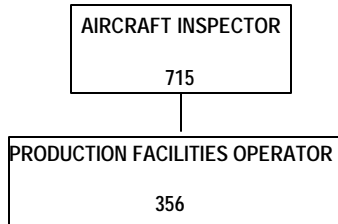
AIRCRAFT INSPECTOR

Must be qualified to inspect/audit and approve final assembly, pre-flight or delivery inspection of an airframe and in addition must be able to inspect/audit and approve the assembly, repair, overhaul (recondition) adjustment and functions of hydraulic and pneumatic parts, assemblies and systems in a complete or partially completed aircraft. Inspect/audit and approve the installation and function of propellers, power plants and accessories (including engine run), and other systems and services necessary to assemble a complete or partially completed aircraft except installation and functioning of radio, electronics, and instruments.

Must be qualified to inspect/audit and approve sheet metal and sheet metal repairs on an aircraft or its components as well as all electrical, details assemblies and installations and to operate any equipment to support those processes. Must be able to read and interpret drawings and compile Inspection Survey Reports. This classification applies only to line assembly test flight and overhaul operations - not to apply to shops. Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.

CHART NO. 21

AIRCRAFT INSPECTION GROUP



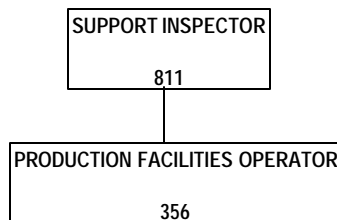
Group 8

811-22

SUPPORT INSPECTOR

Required to perform inspection/audits on, material, parts, hardware, and assemblies in Fabrication, Sub-assembly shops, Shipping and Receiving. Must be capable of using all the inspection/audit equipment to support the above processes. Must possess knowledge of parts/assemblies protection and their applicable packing procedures. Required to complete all inspection records to support all the above mentioned processes. Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.

CHART NO. 22
MACHINED PARTS INSPECTION GROUP



Group 7

767-24

TUBE BENDING SPECIALIST

Required to perform operations necessary to set-up and operate all types of numerically controlled tube bending machines.

Normally works from blueprints, engineering drawings and information, sketches, bend data cards, specialized tooling and templates, quality control documents or other information. Records all information pertaining to the work.

May be required to assist with the mock up and development of final installation of tube and piping masters in the aircraft.

May be temporarily reassigned to Tube Bender Mechanic, Group 6 only when there is a machine breakdown or shortage of work. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 6

677-24

TUBE BENDER MECHANIC

Required to perform the operations necessary to mock up and develop trial installations of tube and piping systems in aircraft and to fabricate tubing, piping masters or samples for production use.

Perform the necessary operations to set-up and operate various types of hand and power operated tube bending machines and related equipment to bend and finish metal tubing and piping for production use.

Work according to blueprints, sketches, verbal instructions or tube and piping masters.

Record all information pertaining to the work. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

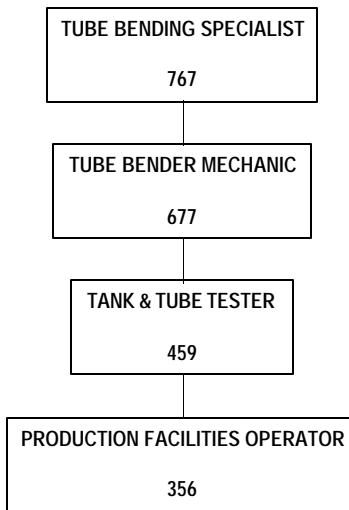
Group 4

459-24

TANK AND TUBE TESTER

Required to test pipes, tube and tanks as instructed. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

**CHART NO. 24
TUBE BENDING GROUP**



Group 6

682-25

AUTOCLAVE OPERATOR

In addition to his duties as a Metal Bonder the Autoclave Operator is required to perform all the operations necessary to plan, set-up, load and operate autoclaves and associated equipment. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

Group 5

569-25

METAL BONDER

Performs the preparatory curing and related operations necessary for bonding metal, honeycomb or plastic parts and assemblies in which the primary loads are transmitted by adhesives and which require the use of autoclaves and associated equipment for curing parts under pressure. May prepare metal parts for forming in autoclaves. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

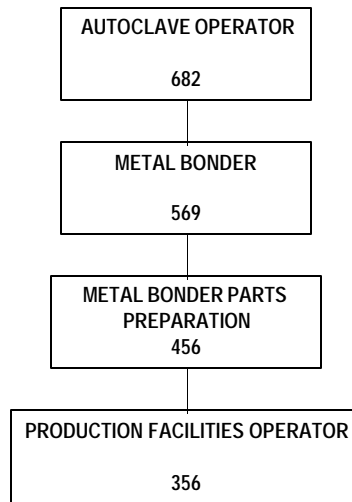
Group 4

456-25

METAL BONDER PARTS PREPARATION

Performs the operations necessary to prepare pre-fitted metal and plastic parts and assemblies for bonding where the primary loads are transmitted by adhesives. Prepares adhesive solutions and assists metal bonders. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

**CHART NO. 25
METAL BONDING GROUP**



Group 7

768-26

WORK UNIT TECHNICIAN

In accordance with the work unit production schedule, performs the necessary operations, including such operations as checking parts for conformance to specifications, making temporary tooling pertaining to the work in conformance with normal shop practice, tool-proving, and rework, required to complete simple or complex parts, and/or assemblies in an assigned work unit.

Incidental to above operations, may be required to move parts, assemblies, and/or materials through the fixed assets, including the movement of related tools and documents, necessary to complete their assignment.

Obtains and is responsible for required supplies, materials, tools, equipment and related documents.

Moves the completed parts, and/or assemblies, including the related documents, to the next designated stage in the production sequence.

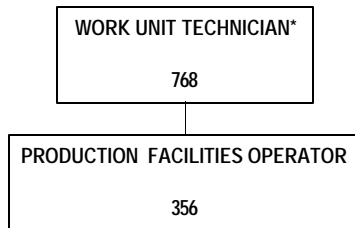
May be required to assist in the training of other employees assigned to the work unit.

May undertake adjustments or minor repairs to the machines and equipment utilized in the work unit. Will not be required to perform internal maintenance on machines, except for changing filters.

Adapts to new methods, processes, materials, machines, and equipment as required. **Will be required to operate all necessary inspection and measuring tools and equipment within their classification. Must have knowledge of procedures and be able to complete all applicable documents.**

CHART NO. 26

WORK UNIT GROUP



*EQUIVALENT TO GROUP 9 RATE

APPENDIX "III"
A GLOSSARY OF
WORDS AND PHRASES

The following words and phrases are given 2100
definition and meaning to clearly indicate the
common and consistent interpretation to be placed on
them by all persons using the description:

Ability

A sufficiency of skill or competence to 2101
satisfactorily perform the work required of a job.

Assign

To place an employee in a specific Job 2102
Classification.

Bumping

The adjustment process by which an employee 2103
declared surplus in his Job Classification because of
work reduction, may assert his seniority rights to
displace an employee in another Job Classification.

Emergency

A condition that is unforeseen and/or is beyond 2104
the control of the Company that requires immediate
action and where there is no qualified Bargaining Unit
Personnel available to perform such emergency work.

First-Off

Where mentioned in a classification "First-Off" 2105
shall mean: parts first manufactured from original
design or changed specifications or which requires a
difficult set up.

Flow Chart

A diagram or chart which indicates by connecting 2106
lines, the Job Classifications through which an
employee may seek promotion or exercise his
bumping rights when his job is affected by reduction of
the work force.

Lay-off

Termination of an employee's work due to work 2107
reduction and under which the employee possesses
specific rights of recall to work.

Persistent Lateness or Absenteeism

To go on being late or absent after being warned 2108
by Demerit Notation to desist from the practice.

Repair

To restore a part or assembly to its original state 2110
or utility after it has been damaged by accident or by
wear. This does not have the same meaning as
"Rework."

Rework

Means to undo and then do over work previously 2111
accomplished in order to correct errors or make it
conform to changed specifications. Rework can be
simple or difficult according to its nature and variety,
therefore, the level of difficulty intended is to be
determined from the job assignment. (See Repair).

Surplus Employees

An employee with seniority who because of a 2112
reduction in the work force is removed from his
classification but remains on the active payroll by
exercising his bumping privileges.

Suspend

Temporary termination of an employee's work as 2113
a disciplinary measure.

Transfer

To change an employee with seniority from one 2114
SBU, or other work area, to another without change in
Job Classification or pay rate. The senior employee
affected will be given preference if there are sufficient
employees who have the skill and knowledge of the
work to be performed. The reason for such transfer
will be explained to the employee and the union and

will be for non-disciplinary purposes.

It is understood that if the senior employee does not have the skill or knowledge, the Company will provide the necessary training in cooperation with the affected Zone Committeeperson.

Exceptions to the above:

1. Start up of a new operation
2. Closure of an existing operation
3. Where the employee is to be moved for less than sixty (60) working days. In the event of a significant change in business conditions, this period can be extended by mutual agreement.

Wage Group

A number of Job Classifications which draw the same rate of pay. 2115

Lead Hand

Lead on the part of any selected employee means to delegate as authorized, a portion of his allocated work to employees assigned to work with him and pass on sufficient information to enable those employees to accomplish their work in a manner that will result in economy, quality and efficiency. 2116
2001

Employees selected to perform Lead Hand responsibilities will:

1. Perform work, usually the most difficult, of the classifications led.
2. Demonstrate, and instruct employees in, work of the classifications led.
3. Be responsible for furnishing and interpreting accurate required information to assigned employees and others associated with the work.
4. Plan, prioritize, sequence, coordinate, check work, eliminate ordinary difficulties with assigned employees and communicate with

support functions and others associated with the work.

5. Individually and in groups, make detailed daily and overtime work allocations, including area housekeeping and management approved shift work allocations, as instructed by the supervisor, in conformance with the classifications being led, but will not make basic work assignments which affect the classification of employees.
6. Normally lead, but not limited to, 10 assigned employees.

Employees selected to perform lead responsibilities shall be directly responsible for the quantity or quality of work package but shall not make, as a result of solicitation by the supervisor, recommendations concerning employment, release, transfer, upgrading or disciplinary action relative to other employees.

**LETTERS AND STATEMENTS
EXCHANGED BETWEEN
THE UNION AND THE COMPANY**

For the information of all concerned, the following letters and statements exchanged between the Union and the Company are reproduced and appear hereafter.

These letters and statements do not form part of the Collective Agreement.

**JOINT STATEMENT
BOEING TORONTO, LTD. - C.A.W. LOCAL 1967
RACIAL & SEXUAL HARASSMENT**

Boeing Toronto, Ltd., and C.A.W. Local 1967 are both committed to the enhancement of a positive environment where all individuals are treated with dignity and respect. The parties will work together to ensure that everyone works in an environment that is free from racial and sexual harassment.

For the purpose of this clause, racial and sexual harassment shall mean engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Every effort will be made to ensure confidentiality when handling a complaint of sexual or racial harassment. Every effort will be made to ensure the complainant is protected from reprisals and threats of reprisals by the complaine. The resolution of such complaint will recognize the seriousness of harassment.