AGREEMENT

between



BOMBARDIER INC. MASS TRANSIT DIVISION THUNDER BAY PLANT

and

LOCAL 1075 NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA

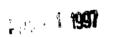


JUNE 1, 1996 - MAY 31, 1999

THE CAW SKILLED TRADES AGREEMENT FORMS PART OF THIS GENERAL AGREEMENT WITH CAW, LOCAL 1075, NEGOTIATED FOR THE PERIOD

JUNE 1, 1996 - MAY 31, 1999

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THIS AGREEMENT MADE AND ENTERED INTO BETWEEN

BOMBARDIER INC. MASS TRANSIT DIVISION THUNDER BAY PLANT Thunder Bay South, Ontario and any other plants of the Company located In what Is generally known a8 the Lakehead area. (hereinafter referred to as the "Company")

-AND-

LOCAL 1075 NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (C.A.W. CANADA) (hereinafter referred to ae the "Union")

IV

ARTICLE 1

1 .0 Purpose

- 1.1 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinerv for the prompt and equitable disposition of grievance; and to establish wages and all other conditions of employment, for all employees who are subject to the provisions of this Agreement. Omission of specific mention in this Contract of rights or privileges established by Management will not be construed to deprive employees of such rights and privileges.
- 1.2 Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine.

ARTICLE 2

2.0 Scope and Recognition

- 2.1 The Company **recognizes** that the Union is the sole and exclusive bargaining agency for all of its hourly rated employees save and except plant protection employees. Any operation presently being performed by hourly rated employees will not be changed to a salary employee function unless by mutual consent.
- 2.2 Supervisors and other employees not covered by this Agreement will not perform any work which is normally performed by employees in the Bargaining Unit, except in cases of emergency or for the purpose of instructing employees. An emergency is a condition over which the Company has no control and cannot be used to **deprive** any employee of any work time.

ARTICLE 3

- 3.0 Lists of Company Officials
- 3.1 The Company will supply the Union with a current list of

Supervisors, Superintendents, the Company's nominees on the Safety Committee, Apprenticeship Committee, and any other persons with authority and will indicate such by appropriate job titles and will notify the Chairperson of the Bargaining Committee of any changes as they occur, or as reasonably requested by the Chairperson of the Bargaining Committee.

ARTICLE 4

4.0 No Discrimination

The Company agrees that there will be no discrimination, 4.1 interference, restraint or coercion exercised or practiced by the Company or by any of its representatives, with respect to any employee because of his membership in the Union.

4.2 It is mutually agreed that the Company and the Union will not discriminate against any employee in regard to training, upgrading, promotion, transfer, discharge, layoff, recall, or **other** working conditions, or because of race, creed, colour, sex, national origin, political affiliation, 1

marital status or handicap.

ARTICLE 5

5.0 No Coercion

5.1 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practised upon employees of the Company by any of its members or rep-resentatives, and there will be no Union activity, other than that which is necessary for the administration of this Agreement and no meetings on Company premises except with the permission of the Company.

ARTICLE 6

6.0 Management Rights

- 6.1 The Union recognizes the Management's authority to manage the affairs of the Company, to direct its working forces, including the right to hire, transfer, promote, demote, discipline, suspend and discharge for proper cause any employee and to increase or decrease the working force of the Company, to reorganize, close, disband any department or section thereof from time to time as circumstances and necessity may require, provided that the Company shall not exercise these rights in a manner inconsistent with the terms of this Agreement.
- 6.2 An employee affected by the exercising of this authority who feels that he has cause for dissatisfaction. may have the complaint dealt with in accordance with the "Grievance Procedure" as outlined in Article hereunder, No. 11.

ARTICLE 7

7.0 BargainIng Committee and Stewards

- 7.1 The Company acknowledges the right of the Union to appoint or otherwise select, from the local Union body, a Bargaining Committee composed of not more than seven (7) members and the Company will recognize and meet with the said Committee on any matter properly arising during the continuance of the Agreement, and the Company and the Bargaining Committee will co-operate in the administration of the Agreement. The President, or if absent, the Vice President of the Local, will be an exofficio member of the Committee if not elected thereto.
- 7.2 The Company acknowledges the right of the Union to appoint or otherwise select, from the Local Union body, one (1) Bargaining Committee Member for each of seven (7) Zones, one Committee Member to be from the Skilled Trades employees. In the event of a Zone being reduced

to ten (10) employees or less, the Bargaining Committee Member involved shall take over the combined duties of Steward and Committee Member.

7.3 The Company acknowledges the right of the Union to appoint or **otherwise** select from the Local Union body, Stewards for **each** zone on each shift. Steward representation will be as follows:

11 to45	(inclusive) employees - 1 Steward
46 to 80	(inclusive) employees - 2 Stewards
81 toll5	(inclusive) employees - 3 Stewards
116 to1 50	(inclusive) employees - 4 Stewards
etc.	

- 7.4 A National Representative or Representatives of the Union may **be** present and participate in any meeting of the Bargaining Committee and the Company.
- 7.5 The Union recognizes and agrees that Stewards and members of the Bargaining Committee 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 this Agreement.
- 7.6 a) The Chairperson or Vice-Chairperson of the Bargaining Committee or any one (1) other designated official of the Union shall be on full time and shall be paid by the Company, and the rata of pay shall be no less than Skilled Trades Group Three T (3T). For any absence of both the President and the Chairperson of the Bargaining Committee providing that the Company is given notice of such absence, the Vice-Chairperson goes into the Union Office. However, where in the opinion of the Superintendent, the absence of the Vice-Chairperson would unreasonably disrupt the operation in which the Vice-Chairperson is involved, a mutually agreed upon alternate goes into the Union Office. In such an event, the Vice-Chairperson or the alternate will be paid by the Company at their regular hourly rate of pay.

Rotational basis will be as follows:

Zone 1 -	Skilled	Trades
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Zone 2 - "A" Bay

- "B" Bay - "C" Bay Zone 3

Zone 4

- Zone 5 Foundry Zone 6 Building # 8
- Zone 7 Building # 7
- b) In the event that the membership of the C.A.W. in the plant exceeds seven hundred (700), the President or Vice-President will be added until such time as it again reduces to seven hundred (700) Or less.
- c) In addition to the above, the President of the Union, regardless of his classification, will be paid at a rate not less than Skilled Trades Group Three T (3T).
- d) The Company will provide a soundproof office affording suitable privacy to the Union, equipped with desk, type-writer, chairs, telephone and filing cabinets.

ARTICLE 8

- 8.0 **Permission** to Leave Department
- Before leaving his regular Company duties, a Steward or 8.1 Bargaining Committee Member must obtain the permission of the Supervisor of his department, or his deputy. The Steward or Committee Member shall indicate the general nature of such business, and it is understood that the Supervisor's permission will not be unreasonably withheld. Any dispute arising from the above may be the subject matter of **grievance** procedure.
- Before entering a department other than his own, a 8.2 Steward or Bargaining Committee Member must first contact the Supervisor of that department, or his deputy, and advise him as to the general nature of his business.

ARTICLE 9

- 9.0 List of Union Officials
- 9.1 **The** Union agrees to supply the Company with the names of all Officers and Officials of the Local, **and** will keep such lists up-to-date at all times.

ARTICLE 10

10.0 Grievance MeetIngs

- 10.1 The Bargaining Committee and the Director of Human Resources or the Director's designate and the appropriate Company representative(s) shall meet once per month, during the third week of each month, providing there is business for their joint consideration or at such other times as may be mutually agreed. Special meetings may be called by either party and thereupon the parties shall meet within forty-eight (48) hours. Necessity for meetings will be indicated by a letter or note from either party to the other party, containing an agenda of the subjects for discussion.
- 10.2 The Company agrees to draw up and issue minutes of each meeting, and will supply the Union a copy of said minutes, not later than five (5) days prior to the next **agreed** meeting date. **In** addition, the Company agrees to give specific answers to questions brought up by the Union, within five (5) working days.

ARTICLE 11

11 .0 Grievance Procedure

- 11.1 a) A Grievance shall be dealt with as speedily and effectively as possible in accordance with the following procedure.
 - b) The Company will be under no obligation to consider or process any grievance which has not been filed within fifteen (15) working days after the cause of the Grievance became known to the employee.

- c) Provision (b) shall not deprive an employee of the right to grieve that the job duties he has been performing as a continuing condition are of a higher classification than the classification in which he is placed, but adjustment arising from such Grievance shall not be made retroactive beyond the date of the Grievance.
- Any monetary redress arising out of a Grievance will be paid by the Company within three (3) weeks of settlement of the Grievance, or arbitration.

Step 1

11.2 Before a grievance is submitted in writing, a discussion with a view to resolving the complaint will be held between the Supervisor, the Union Steward and the employee involved. Any employee having a grievance shall submit the same to the Steward, who shall present the same, in writing, to the Supervisor, the aggrieved shall sign the grievance form. The Supervisor shall deal with the grievance and deliver the answer, in writing, to the Steward not later than the second working day next following the day upon which he received the grievance. No officials of the Company will discuss in any manner the written grievance of an employee with such employee, unless the employee is accompanied by an official of the Union.

Step 2

11.3 If the decision of the Supervisor is not satisfactory to the employee concerned and/or the Union, it may be appealed by lodging an appeal to the Appropriate Manager or the appropriate manager's delegate through the Bargaining Committee Member within two (2) full working days following the decision of the Supervisor.

The Manager or his delegate shall deal with the appeal through the Committee Member and render his decision in writing to the Committee Member not later than the third (3rd) working day following the day upon which the appeal was received. The Committee Member shall have

the **right** to consult with and have the Shop Steward present **at** any discussion with Management; **the** Director of Manufacturing or his delegate may have the Supervisor directly concerned with the case, present at such **discus**sion.

step 3

11.4 If the decision of the Manager or his delegate be not satisfactory to the employee concerned and/or the Union, the decision shall be appealed within five (5) working days and the grievance shall be placed upon the agenda for consideration at the next conference between the Director of Human Resources or the Director's delegate and the appropriate Company representative(s) and the Bargaining Committee.

The Director of Human Resources or the Director's **dele**gate shall give its written decision on the grievance within four (4) full working days following the meeting.

11.5 Any deviation from Steps 1, 2 or 3 shall be by mutual agreement in writing. In the event the Company fails to meet any prescribed time limit under this Article, the grievance will be presented at the next step in the grievance procedure within the prescribed time limits.

Article 12

12.0 Arbitration

- 12.1 If the decision at Step 3 is not satisfactory to the Union, written notice of appeal may be served on the Director Human Resources, or his delegate, within ten (10) regular working days of the delivery of the decision, appealing therefrom to an impartial Arbitrator as herein provided.
- 12.2 Grievances will normally proceed to arbitration in the order in which they have been slated for arbitration. Grievances to be heard by the Arbitrator will be confirmed by the parties fourteen (14) working days prior to the hearing.

- 12.3 It is agreed that disputes which are carried to the arbitration stage shall be heard before a single Arbitrator. The Company and the Union agree that the under-mentioned persons, shall be called to arbitrate on a rotation basis and in order of their listing:
 - (1) Jane Devlin
 - (2) Dan Harris
 - (3) Robert Howe
 - (4) Paula Knopaf
 - (5) Victor Solomatenko
 - (6) Leox McLean
- 12.4 It is agreed that the Arbitrator whose turn is indicated in the listing, will be assigned the next arbitration providing, the Arbitrator can act within sixty (60) days. In extenuating circumstances, the Company and the Union may mutually agree to deviate from this section,
- 12.5 No matter may be submitted to arbitration which has not been considered at the next conference between Management and the Bargaining Committee following Step 3 of the grievance procedure.
- 12.6 In the event that one of the above Arbitrators ceases to act as a member of the list, the Company and the Union will secure a replacement.
- 12.7 The Arbitrator will not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or 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.
- 12.6 The decision of the Arbitrator shall be final and binding on both parties and his expense shall be born in equal shares by the Company and the Union.

- 12.9 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses. 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.
- **12.10A** grievor appearing during his working hours before an Arbitrator on the hearing of his appeal on a grievance shall be paid by the Company at his regular hourly rate for such time spent. The Bargaining Committee Chairperson, or in his absence, the Vice-Chairperson, or a Bargaining Committee Member will also be paid.

It is understood that the Company will not be required to pay a discharged grievor for the working hours of the arbitration appeal, if grievance does not succeed.

A maximum of five (5) union witnesses who appear during working hours before an Arbitrator shall be paid by the Company at their regular hourly rate for such time spent.

ARTICLE 13

13.0 Policy Grievance

13.1 An allegation by either party that the Agreement has been misinterpreted or violated may be lodged, in writing, as a Policy Grievance. The Union shall submit such Grievance to the Director Human Resources, or his designate, and the Company shall submit a Grievance to the Bargaining Committee Chairperson. The Grievance shall be answered within four (4) working days, and failing satisfactory settlement, may then by appealed to an Arbitrator, by either party, selected as herein provided.

14.0 Discharge and Discipline Cases

- 14.1 When an employee is being dismissed, the Union will be notified prior to the Dismissal Notice, and a meeting shall be arranged immediately with the Director Human Resources, or his designate; at which meeting the dismissed employee, two (2) Union Representatives, the Supervisor concerned and the Director Human Resources, or his designate, shall be present.
- 14.2 A claim by an employee that he has been unjustly discharged shall be treated as a grievance, provided a written statement of such grievance is lodged through the Director Human Resources, or his designate, within five (5) working days of the discharge. If a satisfactory settlement is not arranged through the Director Human Resources, or his designate, the grievance shall be discussed between Management and the Bargaining Committee, and if no settlement is made following this conference, the grievance may then be submitted to arbitration as provided for in Article 12.
- 14.3 Notices of Discipline against an employee shall be cancelled after an elapsed period of one (1) calendar year from his most recent notice. Such Notices of Discipline will be removed from the employee's Company records and shall not be used against that employee in any future disciplinary action. A Steward or Bargaining Committee member will be present when a notice of discipline is issued.

ARTICLE 15

- 15.0 Seniority
- 15.1 a) An employee will be considered on probation and will not be placed on a seniority list until after he has worked a total of sixty (60) working days for the Company. The discharge, termination or layoff of **a** 3/2 probationary employee shall be in the sole discretion

of the Company, subject to the requirement that the decision is made in good faith. In the absence of objective evidence that the decision was not made in good faith, such discharge, termination or layoff of a probationary employee is not subject to the grievance and arbitration provisions of this Agreement and cannot be grieved.

It is expressly agreed that this requirement of good faith shall constitute a lesser standard as referred to in Sections 43.1 (1) and (2) of the Labour Relations Act.

The sixty (60) working days referred to above shall not necessarily be sixty (60) continuous working days. However, if a person is laid off prior to the completion of his probationary period, and the layoff period is in excess of the time worked for the Company then that employee, when rehired, shall not get credit for the time already put in.

Employees who must undertake formal training programs will be hired as trainees at the starting pay rate. It is understood that no bargaining unit work will be done during the training period. Probation will begin following the training period; employees who successfully complete their probation will have seniority from their date of hire as a trainee.

b) Where an employee is rehired, without seniority rights, after previously having served a probationary period, he will anain have to serve the sixty (60) working days probationary period, but he will be entitled to receive all benefits as spelled out in Article 42, Article 46 and Article 47 from his rehire date, providing such employee is rehired within 36 months of having lost seniority, or (1/2) half of the employee's seniority, whichever is the areater. This clause shall only apply to employees who are rehired after having lost their seniority through extended layoff.

- 15.2 a) Seniority lists of employees shall be maintained by the Company on a plant-wide basis, and each list shall show the individual seniority date and classification of each employee. The Company acknowledges that the employee's complaints with respect to seniority dates shown on these lists, which are not satisfactorily adjusted after being brought to the attention of the Company, may be treated as grievances. The names of laid off employees with seniority will be added to the bottom of such lists.
 - b) A separate Skilled Trades Seniority List will be prepared at the same time as the above mentioned plant-wide lists.
 - c) Seniority lists shall be revised not less than once every four months, and copies supplied to the Union, as requested. Each employee will be notified of his seniority date when it is established and of any change incurred.
 - d) A list of all classifications with names and seniority of all employees who have worked or are working in these classifications shall be maintained by the Company and supplied to the Union not less than once per year.
- 15.3 a) Any employee in Local 1075 appointed or transferred to a position under another local Union's jurisdiction in the plant shall lose seniority rights within Local 1075 after fifteen (15) months and shall not accumulate seniority for time spent out of Local 1075. Time so spent out of Local 1075 will be on a cumulative basis.
 - b) All employees promoted to positions in Management shall lose seniority rights in the Bargaining Unit after fifteen (15) months. Seniority shall not accumulate for time spent out of the Bargaining Unit. Time spent out of the Bargaining Unit shall be on a cumulative basis.

- c) No employee shall be temporarily transferred into the Bargaining Unit for the purpose of circumventing the provision of Sections (a) or (b) of this Article. "Temporarily" shall in this instance mean a period-of less than thirty (30) working days.
- 15.4 The Company will supply the Chairperson of the Bargaining Committee every two weeks with requested amount of lists of transfers. Lists of additions to and removals from the Company payroll shall be supplied daily to the Chairperson and the Union Office.
- 15.5 The Company and the Union agree with the principle that those with the greatest seniority shall be given preference in promotion and that those with the least seniority shall be the first to be demoted or transferred, providing in 31 either case that the employee or employees involved possess the ability and the desire to do the work required.
 - 15.6 A Skilled Trades employee who bids out of the Skilled Trades into a temporary or permanent Production job, shall forfeit any recall right to a Skilled Trades classification. If such employee, at some time in the future, bids back into the Skilled Trades, he shall have a new date of entry seniority in Skilled Trades.

ARTICLE 16

10.0 Seniority Rights, Termination Of

N

- 16.1 Seniority rights of an employee shall be cancelled and the employee deemed terminated for any one of the following reasons:
 - If the employee quits his employment. a)
 - If an employee is discharged and such discharge be b) not reversed through the grievance procedure.
 - If the employee absents himself from work for more C) than three (3) consecutive working days without securing a leave-of-absence, or without producing evidence to the effect that the absence was justified

or, if the employee overstays a leave-of-absence without permission or fails to give a valid reason for doing so as determined by the Company.

It is understood that any absence from work must be reported to the Company prior to or at the start of the employee's shift, along with a justifiable reason as determined by the Company for the absence.

d) Failure to return to work within seven (7) working days after issuance of the Company's notice of recall by registered mail, to the last address shown on the Company records after a layoff, This clause shall not apply if the employee furnishes satisfactory reasons for such failure. The date of issue shall be the date that the recall notice is registered to be sent.

e) Layoffs for a period in excess of accrued seniority at the date of layoff, up to a maximum of two (2) years

29/99 in case of employees with seniority five (5) years or less. Employees with over five (5) years seniority shall retain their seniority for the period of (1/2) half their accrued seniority at the time of layoff.

ARTICLE 17

17.0 Layoff and Rehire

- 17.1 When there is a reduction in the Plant working force; the following procedure shall be used:
 - a) All probationary employees in the Plant shall be laid off before any employee with seniority is laid off, providing that the employees with seniority are qualified and willing to do the work available.

Employees on temporary job postings will be bumped out before any employee on a permanent job. Temporary postings will be cancelled before any layoffs in that classification.

Thereafter, employees will be laid off or transferred in inverse order of seniority, except where there are no employees available with seniority who are qualified and willing to do the work of the employees to be **laid** Off.



21/c

C)

Employees transferred as a result of reduction of staff in a department shall replace employees in other departments with less seniority, provided they are credited with the classifications of the employees they replace or are bumping a related classification as set out in Appendix "E".

- d) In the event of a temporary layoff not exceeding five (5) working days duration, seniority provisions of this Article shall not apply, provided that no employee is affected by this exception more than once during a one year period. Temporary layoffs will be exercised and confined to the product line department concerned when the cause is due to material shortage.
- e) The Bargaining Committee and the Company may mutually agree in writing to any deviation from the above Clause 1.
- 17.2 a) Where there is an increase in the working force after a layoff, the reverse of the above layoff procedure shall be followed. Before any new employees are hired, the employees still laid off or transferred to lower paid occupations shall be first offered employment in the order of their seniority at work which is available and which the employees are able and willing to do.
 - b) In the application of Clause 1 and 2 above, the qualification or ability and willingness referred to shall be established on the basis of all those classifications with which employees have already been credited, by new classifications gained from time to time through successful bidding on posted jobs, as provided in Article 20, and by addition to employees' records of such related work classifications as may be credited

to them from time to time by mutual agreement between the Company and the Union. The new classification will be entered in the employee's record immediately when he begins work in it and removed only if he fails to perform satisfactorily in the classification.

The term "willing" as used here and throughout the Agreement, shall be interpreted to refer only to willingness based on physical fitness and shall not imply the right to make a choice between assignments.

- c) An employee who has not received notice of layoff may sign off any classification other than his original classification.
- d) 1. When a layoff is declared, employees laid off or displaced shall have the right to exercise their seniority in related classifications in accordance with Appendix "E", then in all classifications they have credited. Such employees will go to related classifications first prior to bumping into other classifications.
 - Employees to be laid off who are eligible to displace other employees must indicate their decision in writing prior to the end of the shift following notification in writing. Those employees being displaced and eligible to displace other employees must give their notification in writing, within one hour.
 - Employees who choose to exercise their seniority in case of layoff must satisfactorily perform the duties of related jobs within ten (10) days within a minimum of sixteen (16) hours,
 - 4. Refusal to exercise seniority rights at any step of the layoff procedure will result in layoff. Employees will be recalled to credited classifications higher than the one refused. All lower classifications including the one refused will be removed from the employee's file.

- Employees will not be recalled to related classifications. Transfer to related classifications applies only in case of layoff, and not in cases of recall.
- All classifications lost (after a refusal on layoff) will be reinstated on the employee's file (17.2(d)4) upon his return to work after being recalled to a credited classification.
- 7. When there is an increase in the workforce all employees must return to their original classification held at time of original layoff, when an opening occurs, as seniority dictates or will be deemed to have quit their employ.
- 8. On layoff, employee(s) can move into a related classification if he/they are in the main classification or if it is related to their original classification.
- 17.3 In the application of seniority on layoff, and transfer, the Company will not be prevented from maintaining a working force of employees who are able and willing to do the work which is available. Such Company action shall not be inconsistent with the above terms of this Article.
- Executive Officers, Bargaining Committee members and Stewards will be retained in the employ of the 17.4 a) Company during their respective terms of office notwithstanding their seniority, so long as work is available which they are capable and willing to perform. In the application of the above, Stewards and Bargaining Committee members will be retained in their respective Zones, but may be reclassified in keeping with their plant seniority rights and the work available which they are capable and willing to per-It is understood that Stewards and form. Committeepersons working as a Vehicle Driver will be based in their respective zones, but may go outside their zones for the purpose of making deliveries to and from his area.



Executive Officers, when capable and willing to perform the work, shall replace the junior employees in the plant. These replacements shall take place on the second (2nd) and fourth (4th) Monday of each month **and shall become effective following proper** layoff notice time being given. Preference will be exercised in the following order.

- 1) Executive Officers of the Union (five in number) a) President
 - b) Vice President
 - c) Financial Secretary
 - d) Recording Secretary
 - e) Chairperson of Trustees
- 2) Executive Officers of the Union (Balance of four in number in the event that the membership of the C.A.W. in the plant exceeds 200).
- 3) Bargaining Committee Members
- 4) Stewards
- 5) Executive Officers, Bargaining Committee Members, Safety Committee members, and Chief Steward will be retained on the day shift.
- 17.5 a) Notice of layoff will be in accordance with the Employment Standards Act, but with notification to the Union and employees at least six (6) working days prior to the layoff becoming effective. A final list of employees to be laid off will be made available to the Union and employees three (3) working days $\gamma_{1,3}$, prior to the layoff becoming effective. Layoffs will take place on Fridays. In order to accommodate this, employees may be assigned alternate duties at the discretion of the Company during the week prior to layoff.

Employees to be laid off will be notified by their respective supervisor in writing three (3) working days prior to being laid off from the plant. Employees

on sick leave will be notified of their layoff by registered mail.

- b) In the event that a temporary layoff is to take place, the Union will be given a tentative list of employees to be laid off at least twenty-four (24) hours prior to the layoff becoming effective; employees to be laid off will be notified not later than the middle of the shift on the date of layoff,
- c) A layoff notice is not required for probationary employees with thirty (30) working days service or less.
- 17.6 An employee while retained on the seniority list during layoff in accordance with Article 16, Clause I(e), shall accumulate seniority during such period of layoff.
- 17.7 When a Union Protect moves to a classification he does not hold, he does not get credited with the classification.

ARTICLE 18

- 18.0 Transfer
- 16.1 If there is a more junior employee in his classification, a senior employee shall not be transferred to a lower paying classification without his consent. Except as a result of reduction of staff in his own occupational classification, an employee shall continue to receive his present pay rate during such temporary transfer.

If transferred for the convenience of the Company for a temporary period to a higher or equally paid classification, an employee shall continue to receive his present pay rate or the new rate whichever is higher.

Any temporary transfers will not be used to avoid the recall or layoff procedure, and will not exceed thirty (30) working days in duration.

16.2 No employee will be transferred into an occupational classification which he does not presently hold. However, an

employee may be required to perform operations which are not described, providing they are related to his job classification, on a temporary basis for a period not to exceed ten (10) working days.

Such temporary performance of duties out of classification, shall be assigned only to cover short term sickness, absenteeism, failure to show for overtime, court appearances, bereavement, transfer or recall of employees.

Any extension beyond ten (10) working days shall require the mutual consent of the Supervisor and Zone Committeeperson and be confined to the product line concerned.

The Company will advise the Committeeperson, or in his absence, the Plant Chairperson daily, of all employees working out of classification, and the above will not prevent the Union or employees from following the grievance procedure.

- 18.3 Where an employee is transferred or assigned duties in accordance with 18.1 or 18.2, he will be offered overtime in his original work station whenever a sufficient number in the workstation willing to work the overtime is not found. If the full crew from his original workstation has been asked to work, the employee temporarily transferred or assigned shall also be offered the overtime.
- 18.4 Where temporary coverage cannot be provided in accordance with 18.1 or 18.2, vacancies of up to thirty (30) working days may be filled without applying the Job Bid procedure, upon mutual agreement, in writing, between the Company and the Plant Chairperson. Failing agreement, the job will be posted in accordance with Article 20.

Temporary vacancies due to sickness, vacation and/or absence in excess of thirty (30) working days will be filled through the Job Bid Procedure. Such posting will stipulate a temporary vacancy. Upon the return of the absent employee, the successful applicant will be transferred back to the classification held when he/she bid.

In the event a temporary position for purposes other than vacation, sickness or leave of absence exceeds thirty (30) working days, it will be posted as a permanent position.

ARTICLE 19

19.0 Leave of Absence

19.1 a) The Company may grant Leave of Absence without pay to any employee requesting same for good and sufficient reason and shall reinstate such employee at the end of the agreed period of leave or sooner with accumulated seniority, providing a position is available which he is entitled to by qualification and seniority standing. All leaves over one (1) day's dura-3/ tion will be applied for in writing to the Human Resources Department for approval. Leaves will be confirmed in writing to the employee and a copy to 3 the Union, Proven illness or accident will be considered as good and sufficient reason. Court convictions of up to sixty (80) days duration will be covered by Leave of Absence. The Company and the Union mutually agree to extend the sixty (80) day period in extenuating circumstances.

b) The Company will grant Leaves of Absence without pay to delegates for Union business such as, Education Seminars, Conventions, Delegations and to become members of the National Staff, and they shall accumulate seniority during their absence for the duration of this Agreement. It is agreed that these events shall be affiliated with either the National Union, the C.L.C. or the O.F.L. and that a maximum of eight (8) members will be requested at any one time.

The pay for such Leave of Absence will be advanced by the Company on a bi-weekly basis as part of the employee's regular pay cheque. The Company will bill the local Union monthly for any pay so advanced

including cost of living and shift premium where applicable, for the wages paid as a result of the Union leave, and the Union agrees to promptly reimburse the Company.

- c) Upon two (2) days written notice from the Union, the Company will grant a Leave of Absence, without pay, for Local Union Officials to do "Local 1075" Union business, providing that such leave will not exceed five (5) days in any calendar month for such employees. It is agreed that Union delegates will be limited to a maximum of eight (8) for any one instance. It is further agreed that the Local Union President and Financial Secretary will not be limited by the five (5) day provision.
- d) The President will be granted such Leave of Absence as is necessary to conduct Local Union business, with pay. Time spent on the above Leave of Absence will be limited to four (4) hours per occasion, It is understood that when the President is away for more than four (4) hours, time spent beyond the four (4) hours in any consecutive period of absence will be the responsibility of the Union.
- e) The Company will grant leave of absence without pay to an employee elected to the Federal House of Commons, Ontario Legislature, or Thunder Bay Mayoralty position, There will be no loss of seniority during the first term, but thereafter seniority shall not accumulate.
- f) The Company agrees to pay into a special fund one cent oer hour per employee for all compensated hours' for the purpose of providing such education, leave. Said oaid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, C.A.W. and sent by the Company to the CAW Family Education Centre, PEL Training Fund, R. R. #1, Port Elgin, Ontario NOH 2C5.

The Company further agrees that members of the Bargaining Unit selected by the Union to attend such courses, will be granted a Leave of Absence without pay, for twenty (20) days of class time, **plus travel** time, where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

- g) Leaves of fifteen (15) days or more will be discussed with the Union prior to Company decision.
- h) On written request from an employee with at least five (5) years of service with the Company, the Company shall grant a leave of absence for up to one (1) year for educational purposes. Such leave shall be limited to a maximum of three (3) employees and be limited to one (1) leave in each five (5) year period. Seniority shall accumulate during the approved leave, but the employee will not be entitled to benefits.

Tits. 19.2 Pregnant employees shall be allowed maternity leave in accordance with the Employment Standards Act. Control of the temployment of temploy

19.3 If a recalled employee with more than one (1) year's seniority is already enrolled in an educational program not exceeding one (1) calendar year in duration, he shall be granted a leave of absence with seniority accumulation but without entitlement to benefits or vacation or pension credits. During the seven (7) days following notice of recall, such employees will provide the Company with documentation confirming their enrollment in such educational program including the date when the program ends, and will make themselves available for work within seven (7) working days following this date.

ARTICLE 20

20.0 Posting of Jobs

20.1 Whenever promotions, new jobs or vacancies occur in the Bargaining Unit, notices of such promotions, new jobs or vacancies shall be posted at the Main Gate and at **five** (5) job posting boards within the Plant, for a period of three J/ (3) regular working days. Copies will be provided to the Union for display at the Union's downtown office. Any 2 employee with seniority wishing to apply, shall do so on forms to be supplied by the Company and available from the Bargaining Committee.

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- 20.2 Applications shall bear the signature of a Bargaining Committee Member, or Steward and the Supervisor of the applicant's department, and such signatures shall not be refused.
- 20.3 Decisions to fill such promotions, new job, or vacancy shall be made in the following order.
 - In favour of the applicant who already holds the clasa) sification posted, who has not bid successfully in the last six (6) months and who has the greatest seniority and is qualified and willing to perform the work required. The six (6) month restriction does not apply to an employee who is laid off or transferred to lower paid work.
 - b) In favour of the applicant who has not bid successfully in the last six (6) months and who has the greatest seniority and is qualified and willing to perform the work required. The six (6) month restriction does not apply to an employee who is laid off or transferred to lower paid work.
 - If no applicant is qualified under (a) or (b) above, then C) in favour of the applicant who has successfully bid within the last six months, and who has the greatest seniority or has attained seniority and is qualified and willing to perform the work required. However, such applicant shall only be awarded the job by mutual

consent of the Company and the Union, unless the bid is for a higher classification,

- d) In the event that no applicant is eligible under the above, any qualified employee with or without seniority, may be assigned to the job. Any employee so assigned will not be re-assigned until an elapsed period of six (6) months, unless otherwise mutually agreed by the Company and the Unlon. The assignment or re-assignment will be deemed to be the same as a Job Bid.
- 20.4 a) The job posting will state the effective date of the job. Any change in an employee's wage rate will also be effective that date. The name of the successful applicant will be posted on the boards within fifteen (15) working days after the expiry date of the posting. If a successful applicant declines a job after the result is posted, he shall not be accepted on another job posting for six (6) months.
 - b) Should the job posted not be filled within fifteen (15) working days after the expiry date of the posting, the job will be reposted or cancelled. However, the previous applications will remain on record and considered along with additional applications, in case the job is reposted. Other applications will only be considered in the event the job is not filled from within the Bargaining Unit. When a job posting is cancelled, a letter will be sent to the Bargaining Committee Chairperson within five (5) working days, stating the reason for cancellation.
 - c) An employee selected to enter one of the Apprenticeship Training Programs shall enter the training program within two (2) weeks of the effective date of the Job Posting.
- 20.5 In the case of promotion to Chargehand, leadership **ability** shall be a necessary requirement. Where the leadership requirement is judged to be equal among candidates, the senior employee in the work stations involved shall be

selected. Where there are not persons who have previously been employed as Chargehands in the work station involved, **the position will be posted. Where a majority** of employees in any group are welders, an employee promoted to Chargehand over that group must hold a welder's classification.

20.6 All employees who work temporarily in a classification through the job bid procedure will not be credited with the classification.

No person will be hired into a temporary position from outside the Company.

ARTICLE 21

21.0 Bulletin Boards

- 21.1 a) The Company will provide five (5) bulletin boards in mutually satisfactory locations throughout the Plant for the convenience of the Union in posting notices of Union activity. "All such notices must be signed by the proper Officer of the Union. Except for local union administrative notices, such postings will be submitted to the Director Human Resources or his authorized representative, for approval before being posted.
 - b) In addition, the Company will provide a separate encased bulletin board, in plain view outside the Union Office, for Union use only. It is understood that the same provisions will apply as in (a) above.

ARTICLE 22

22.0 Union Security

22.1 a) All present employees covered by this Agreement shall become members of the Union and shall continue as such for the duration of the Agreement as a condition of employment. \checkmark

- b) All new employees covered by this Agreement shall become and remain members of the Union upon hiring and shall continue as such for the duration of this Agreement as a condition of employment.
- c) The Company will not be required as a Union Shop condition to discharge any employee for reasons other than the non-payment of Union Initiation Fees, or Dues, uniformly required of all members.
- d) All new employees will be introduced to their Shop Steward by the Supervisor upon reporting to work. Employees transferred will also be introduced to the Shop Steward by the Supervisor of the department to which they are transferred.
- 22.2 During the life of this Agreement, the Company will deduct from the earnings of Union members, Initiation Fees and Dues laid down by the Constitution and **By**-Laws of the Union, The amount of such deductions shall be determined by a letter from the Financial Secretary of the Union to the Company. Regular dues to be deducted on the first pay of each month. The Company shall remit by cheque to the Financial Secretary of the Local Union the total of the deduction made on or before ten (10) days after the end of the pay period. Employees will be required to sign the necessary deduction slips, and deductions shall be made for the life of this Agreement. In January of each year, deductions of Skilled Trades Council dues of one-half (1/2) hour per year shall be made from Skilled Trades employees and remitted to the Financial Secretary of Local 1075.

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It is hereby agreed by the Company and Union that:

 a) The Company shall indicate on each employee's T-4 slip, the amount of monies collected from that employee for union dues during the year.

23.0 Regular Work Week



23:1 The regular work week shall be five (5) days of eight (6) (10 hours each, Monday to Friday inclusive.

ARTICLE 24

24.0 Daily Hours of Work

24.1 Daily hours of work shall be 6:00 a.m. to 4:30 p.m. less one-half hour for lunch (unpaid) for the day shift.

In the case of the afternoon shift, the hours of work shall be **4:30** p.m. to **1:00** a.m. with a thirty (30) minute unpaid lunch break.

In the case of a midnight shift, the hours shall be **11:30** p.m. to 6:00 a.m. with a thirty (30) minute unpaid lunch break.

In the case of three shift operations, there shall be a $\frac{1}{\sqrt{2}}$ twenty minute lunch period paid for at regular rates. The $\frac{1}{\sqrt{2}}$ hours of such shifts shall be 6:00 a.m. to 4:00 p.m.; 4:00 γ^{γ} p.m. to 12 midnight and 12:00 midnight to 6:00 a.m.

- 24.2 In a special situation of short duration, changes of shift will only be allowed for safety and production reasons. The Union will be informed prior to these changes taking place.
- 24.3 A fifteen minute (15) rest break will be provided in each full half shift which will include travel time from the employee's work station to the cafeteria and return.

ARTICLE 25

- 25.0 Late Starting
- 25.1 Late starting up to three minutes shall not be taken into account when calculating pay. Employees more than three (3) minutes late shall lose fifteen (15) minutes;

employees more than eighteen (16) minutes late shall lose one-half hour (1/2) and so on for each fifteen (15) minute period. No employee reporting late for work will be required to start work until the end of the penalty perio d.

25.2 Unless a supervisor can verify that an employee has begun work on time, any employee neglecting to punch in or out will be penalized one-quarter hour for the first **omis**sion in any pay period. Any subsequent omissions in the same pay period will be penalized one-half hour for each omission. This provision shall not apply when the employee's clock card is not in the rack, provided the employee reports the missing card immediately to his Supervisor.

ARTICLE 26

26.0 Wash Up Period

26.1 A period of five (5) minutes before the end of each full



work shift will be maintained for the purpose of putting away tools, cleaning up, washing up, and otherwise preparing to leave. An additional five (5) minutes will be allowed prior to lunch break for Painters, Glass Cloth Workers and those operating shot blast.

ARTICLE 27

27.0 Reporting Allowance



27.1 In the event that an employee reports for work on his regular shift, without having been previously notified not to report, he will be paid the equivalent of four (4) hours at his regular rate of pay in lieu of work. This Clause shall not apply when a Plant shutdown is caused by conditions beyond the control of the Company or by exceptional circumstances such as fire, flood or power failure. In such an eventuality, the Company will take all reasonable steps to notify the employees of the Plant shutdown.

ARTICLE 26

29.0 Call-In Allowance



23.1 a) 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 overtime rates.

> An employee called in to do work which requires payment at overtime rates shall receive a minimum of four (4) hours pay at the applicable overtime rate for such work where there has been a break in shift.

b) It is understood that the employee(s) involved need only complete the assignment specified, and then be allowed to punch out. In all cases the employee shall receive a minimum of four (4) hours pay, at the applicable overtime rate.

ARTICLE 29

29.0 Night Shift Premlum

- 29.1 In the event of more than the normal day shift being necessary, employees on the extra shift or shifts shall be paid a bonus as follows:
 - a) Afternoon shift starting at 4:00 p.m. or 4:30 p.m.
 Effective signing date forty -five (45) cents per hour.
 - b) Midnight shift starting at 12:00 midnight or 11:30 p.m.
 Effective signing date fifty (50) cents per hour.



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ARTICLE 30

30.0 Overtime Rates and Conditions

30.1 a) All work performed by any employee in excess of his regular working hours shall be paid for at the rate of time and one-half up to three (3) hours overtime and ouble time thereafter.





Work performed on Saturday shall be paid for at the rate of time and one-half up to four (4) hours and any work performed on Saturday in excess of four (4) hours shall be paid for at double time, except that the time worked to complete the regular shift starting on Friday afternoon shall not be considered as overtime.

All work performed on Sunday shall be paid for at the rate of double time.

- d) As far as is practical, overtime in a specific classification, shall be distributed equally among emoloyees who normally perform work in a given "work' station under the supervision of a Supervisor. It is understood that employees who refuse to work overtime will not be disciplined, but the overtime refused or disregarded will be counted as work for the purpose of calculating overtime distribution. If an employee agrees to work overtime and fails to report without a valid reason, he will be penalized three (3) overtime opportunities.
- If sufficient employees willing to work overtime cannot be found in the given work station, the Supervisor may request overtime among other employees under his supervision, and if a sufficient number is still not found, plant-wide.
- f) Premium rates shall be paid from 12:01 a.m. to 12:00 Midnight on the day of a holiday, except that such payment shall not be made for hours worked to complete a shift started the afternoon prior to a holiday. Work performed on a holiday will be paid at the rate of double time with a day off with pay in lieu of the holiday worked or may be paid at triple time without a day in lieu, at the employee's option. Such day off must be scheduled, by mutual agreement of the employee and his supervisor, within a two (2) month period.
- g) Later starting up to one-half hour shall not be taken into account in calculating overtime. An employee

starting more than one-half hour late shall be **required** to work eight (8) hours before his overtime rate becomes effective.

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h)

If an employee is requested to work three (3) hours or more overtime, he will be given a hot meal in the cafeteria and if not open, a hot meal not exceeding \$11.00 will be provided. In any case, no cash equivalent will be exchanged for a hot meal. A thirty (30) minute unpaid meal break will be provided prior to commencement of overtime (ie 4:30 p.m. to 5:00 p.m.).

i) It is understood that when there are employees laid off in certain classifications, overtime in those classifications will be scheduled, with the intended overall result being the recall of all laid off employees and eventual increase in the working force of the Bargaining Unit.

ARTICLE 31

31.0 injury and Jury Allowance

- 31.1 a) An employee injured on the job shall be paid for the balance of the full shift on which the iniury occurred if, as a result of such injury, the employee is sent home or to an outside hospital, provided this action is ordered, or later confirmed by the attending Doctor. The Company will make suitable transportation available, at no cost to the injured employee.
 - b) An employee who is required for jury service or subpoenaed as a witness shall be paid the difference between his. normal straight time pay and the pay-forment he received for such jury service or subpoena. The employee will present proof of service or subpoena joena and of the amount of pay received.

Payment for the above jury service or subpoena shall b cover the period of the day reporting for jury service

or subpoena to the day of dismissal from jury service or subpoena inclusive, and the employee shall not be required to report to work during this period.

ARTICLE 32

32.0 Payment of Wages

- 32.1 All employees shall be paid every two weeks on Thursday during working hours, with the exception of those on the afternoon shift who will be paid on Wednesday prior to the end of their shift,
- 32.2 Employees who are laid off or quit shall receive all wages and benefits due them, within five (5) working days.
- 32.3 Adjustments to pay necessitated because of errors or omissions will be made on the employee's next following paycheque. However, if the amount is equivalent to one (1) day's pay or more, the employee will be advanced an amount within three (3) working days following notice of error or omission.

ARTICLE 33

33.0 Health and Safety

33.1 The Company agrees to maintain adequate sanitary,safety and health conditions throughout the plant, and will provide protective clothing where conditions and shop supervision deem necessary. Effective June 1, 1996, upon presentation of a receipt from a retail outlet, the Company will pay an allowance of \$65.00 per employee per year for the purchase of safety shoes.



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No employee will be disciplined for <u>refusing to use unsafe</u> equipment or <u>perform</u> work in an area which in the employee's opinion, is unsafe, as laid down in the Occupational Health and Safety Act, which include the revised statutes of Ontario 1990 Chapter CO. 1 as amended by (SO. 1992 C. 14, S.2). He shall **immediate**-

ly report such to his Supervisor and Union Representative.

Employees will not be permitted to use equipment, which in the mutual opinion of the Union Safety Chairperson and the Company Safety Representative or their deputies on the Committee, is not in safe ocerating order. If a dispute occurs between the parties as to **the** safe operating order of any equipment or area. the **appropriate** Government-Agency will be contacted to 'review the equipment or area in dispute before work continues in that area, or on that equipment.

It is mutually understood between the **Company** and the Union, that there will be no frivolous abuse'of this provision, and that any dispute arising from such action may be referred to **final** and binding arbitration, as per Section 50.2 of the Occupational Health and Safety Act, RSO 1990 CO. 1 as amended by SO. 1992 C.14.

- 33.2 Employees in certain mutually agreed work areas and classifications, will be required to **undergo regular** medical examinations. Such examinations **shall** be-made during regular working hours, by a **physician** chosen by the mployee, without loss of pay.
- 33.3 The Union undertakes to assist Management in obtaining proper observance of all necessary safety and health rules, and in order to facilitate the observance of such rules, agrees to elect three (3) C.A.W. Bargaining Unit members to be members of a Safety Committee composed of such representatives and **an** equal number of persons appointed by the Company; such committee to meet at regular monthly intervals.
- 33.4 a) The Union Safety Chairperson shall work in conjunction with the Company Safety Representative and will act immediately on any alleged safety violations, unsafe equipment, or working conditions reported to him by any Company employee.

- b) The representatives of the Joint Health & Safety Committee shall make monthly inspections of the Plant and equipment therein, and shall report the results of their inspection to any Shop Supervisor deemed necessary, and to Human Resources and the Union, In the event of any lost time accident or injury, a Company and a Union Safety representative will be notified immediately, and shall investigate and report as soon as possible to the Company and the Union, the nature and cause of such accident or injury.
- c) It is understood that the Safety Chairperson, or other members of his Committee, shall use such time as is necessary to perform their functions as Health and Safety Representatives.

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- Safety Representatives.
 33.5 The Joint Safety Committee Representatives shall have access to accident reports, and safety records in the employer's possession, including data and reports provided to, and by, the Worker's Compensation Board.
- 33.6 a) The Company shall request from suppliers, any and all data sheets relating to chemical compounds, biological or physical agents or any combination of such that will be used or intended to be used in the plant, Upon receipt of such data, the Company shall cause a copy to be supplied to the Union Safety and Health Committee.
 3.6 a) The Company shall request from suppliers, any and all data sheets relating to chemical compounds, biological or physical agents or any combination of such that will be used or intended to be used in the plant, Upon receipt of such data, the Company shall cause a copy to be supplied to the Union Safety and Health Committee.
 3.6 b) Should there by any such agents mentioned in
 - b) Should there by any such agents mentioned in Clause (a) in use at the present time, the Company shall endeavour to purchase said data sheets and cause a copy to be supplied to the Union Safety and Health Committee.
- 33.7 The Company agrees to continue its practice that when, due to a compensable industrial accident or illness which occurred while in the active employ of the Company, an employee is no longer able to perform his regular duties, he may, upon mutual consent between the Comoany and the Union; be assigned other duties in keeping with the

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seniority provisions of the Collective Agreement. The above shall not apply in the case of layoff if the employee is not **capable** of performing work in a classification related to his.

It is further agreed that the Company will give every consideration to provide employment for senior employees who are incapacitated as a result of a non-compensable injury or illness.

ARTICLE 34

- 34.0 Wage Rates
- 34.1 All employees shall be classified and paid in accordance with the relevant columns in Appendix "A", which is attached to and forms part of this Agreement.

ARTICLE 35

- 35.0 Cost of Llving
- 35.1 Fold-in COLA accrued during the life of the previous agreement 51 cents.
- 35.2 Cost of Living Adjustments shall be effective August 1996, December, 1996, March,, 1997, June, 1997, September, 1997 andquarterly thereafter during this Agreement and until the signing of a new contract, 3
- 35.3 These adjustments shall be based on a comparison between the **base figure** 424.1 and the equivalent index figure published in August 1996, December 1996, and quarterly thereafter.
- 35.4 Adjustments shall be calculated on a formula of 1 cent per hour worked for each thirty-three one-hundredths (.33) of a point upwards difference between the respective Index Figure applicable and the base figure, using 1971 equals 100 C.P.I.

Adjustments shall be made upward \sim downwards, except that a drop in the Index Figure be, \sim \approx base fig.

ure shall not result in a decrease below the level of wage rates in force on June 1, 1996.

ARTICLE 36

36.0 Automatic Progression

36.1 Progressions from the minimum to the maximum rates shown for each classification in Appendix "A" shall be automatic on the basis of twenty-five (25) cents per hour increase after sixty (60) working days and a further twenty cents (20) per hour increase after thirty (30) working days, except as otherwise indicated.

ARTICLE 37

37.0 Bereavement Pay

- 37.1 If an employee has a bereavement in his/her immediate family, i.e. spouse, parent, grandparent, child, brother, sister, father-in-law, mother-in-law, step-parents of the
- state, fatter fraw, mother fraw, step-patents of the employee or his spouse, spouse's grandparents, step-child, step-brother, step-sister, brother-in-law, sister-in-law, common-law spouse, grandchildren, such employee shall be given a leave of absence to make arrangements to attend the funeral or confirmed memorial service. Such leave of absence shall not exceed three (3) consecutive working days, and in no event go beyond the day after the funeral or confirmed memorial service. Upon his/her return to work, the employee shall make application to the Human Resources Department to obtain rec-

ARTICLE 36

36.0 Classification of Employees

ompense for regular wages lost.

38.1 a) Each employee will be classified in the Labour Classification (or Job Title) in which he regularly performs.

An employee will not be classified In a Labour Classification **by reasons of his** temporarily performing isolated or singular duties set forth in a **classifica**tion description.

- b) An employee may be required to perform operations which are not described, providing they are related to his job **classification**.
- 38.2 The following is a list of **classifications** which have been combined or deleted.

CLASSIFICATIONS

New Classification	Classification Encompassed
Electrical Assembler L/O	Deleted
Finisher	Electrical Assembler
	Production Assembler
	Sign Painter
Floor Installer	Reinstated
Weld Inspector II	Deleted

ARTICLE 39

39.0 Instruction

39.1 Any employee may be required to instruct lower or equally paid employees in related work where necessary, but shall not be responsible for the work of such employees.

ARTICLE 40

- 40.0 Chargehand
- 40.1 A Chargehand shall be paid a bonus of seventy-five cents (75¢) per hour over his own classification rate or over the highest paid employee on his crew, whichever is greater.

No Chargehand shall have the same employee(s), within his group, as another Chargehand on the same shift.

40.2 Chargehands are expected to provide technical instruction and support to employees in their group and to verity that assigned work has been completed correctly and on time. Chargehands will perform the duties of their own classification when not occupied with these tasks.

ARTICLE 41

41.0 New and Changed Classifications

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- 41.1 Immediately following the introduction of a classification not shown in this Agreement or of substantial changes to an existing classification, the Company shall submit to the Chairperson of the Bargaining Committee an occupational summary of the job and Labour Grade to which it has been assigned. It is agreed that former classifications deleted from previous Collective Agreements and their job grades, will be given first consideration before any new classification is introduced. If within fileen (15) days following notification, the Union has not placed an appeal in the manner described hereafter, the classification and its Labour Grade shall be deemed acceptable to the Union.
- 41.2 In order to provide for appeal against a new or amended classification or its Labour Grade, the following procedure shall be used.
 - a) The Union shall lodge the appeal in writing with the Director Human Resources or his designate.
 - b) The appeal shall outline the reason or reasons for disputing the job description or Labour Grade and shall be the only subject of the appeal.

A Committee of four (4) shall be appointed within ten (10) working days, to review and discuss the appeal. The Committee shall comprise of two (2) members of the Union and two (2)members of Management. No

employee affected by the new classification, or change in classification, shall be a member of the Committee. The **Committee shall submit its findings**, in writing, to the Director Human Resources of the Company, or his designate, and the Chairperson of the Bargaining Committee of the Union, within thirty (30) working days, and if the decision of this Committee is unanimous, then the Committee's decision shall be final.

d) If the Committee should fail to reach agreement, the matter shall be negotiated between the Company and the Union and failing satisfactory settlement, either party may refer the matter to arbitration.

ARTICLE 42

42.0 Paid Plant and Statutory Holldays

42.1 The following ten (10) named Holidays and applicable floater holidays, shall be paid for at straight time if not worked, at the employee's regular hourly rate, in accordance **with** the conditions hereinafter set forth.

	ASSI 1998	GNED DAY 1997	′S 1998	1999
New Year's Day February 24th Good Friday Victoria Day DominionDay Civic Holiday Labour Day ThanksgivingDay Floating Day	July 1 Aug. 5 Sept. 2 Oct. 14	Jan. 1 Feb. 24 March 28 June 30 4 Sept. 1 Oct. 13		Jan. 1 Feb. 22 April 2 May 24
Floating Day ChristmasDay Boxing Day Floating Day Floating Day Floating Day Floating Day	Dec. 24 Dec. 25 Dec. 26 Dec. 27 Dec. 30 Dec. 31	Dec. 30	Dec. 24 Dec. 25 Dec. 28 Dec. 29 Dec. 30 Dec. 31	52/-

53/13.0 eff. 97/06/01 53/140

- 42.2 To become eligible for the holidays in 42.1, an employee must have at least sixty (60) working days seniority with the Company. (Refer to Article 15, paragraph 1 (b) for rehires).
- 42.3 An employee must have worked his last scheduled shift before and his first scheduled shifi after the Holiday. If, due to curtailment of operations by the Company, the Plant or Department should close for a period not exceeding five (5) working days before and five (5) working days after a Holiday, (except in the instance of the Christmas shutdown period when fifteen (15) working days shall apply), this shall not invalidate an employee's right to payment for the Holiday.
- 42.4 If an employee believes that an absence before or after a holiday was for legitimate and justifiable reason, the employee may make application for consideration by the Human Resources department within one (1) week after the holiday. Allowance for late starting on these days must not exceed one (1) hour each day.
- 42.5 Time worked on holidays listed above, including floating holidays, shall be paid for at the rate of double time and
- holiday, shall be very an option of taking a day off with pay in lieu of having worked the holiday or receiving the holiday pay without having to take a day off in lieu of the holiday.
 - 42.8 Should a holiday fall on a Sunday, it shall be observed on the following Monday.
 - 42.7 Should a holiday fall on a Saturday, it shall be observed on the preceding Friday. Exception to this will be if Boxing Day falls on a Saturday, then **it** will be observed on the following Monday.
 - 42.8 A paid holiday shall not be counted as part of an employee's paid vacation period.

- 42.9 Should an employee be laid off five (5) working days prior to a paid holiday, or fileen (15) working days in the **instance** of Christmas Plant Shutdown he shall be paid for the Holiday.
- 42.10 In the event an employee is absent from work by reason of sickness or accident and fulfills the conditions of the Weekly Indemnity program, he/she shall be paid for all statutory and plant holidays during such absence. However, the maximum such payment shall be limited to the equivalent of the employee's regular earnings, taking into account any Worker's Compensation or Weekly Indemnity payment.

ARTICLE 43

43.0 Vacation With Pay

- 43.1 a) All employees-covered by this Agreement will receive vacation with oav in accordance with Appendix "B" attached to and forming part of this Agreement.
 - b) All employees must take their vacation by May 31st of the following year, and such vacation shall not be accumulated from year to year. Requests for vacations at a later date may be granted by mutual agreement by the Company and the Union in writing.
 - c) The Company agrees to meet with the Union by the first of February of each year to discuss vacation period plans, including the scheduling of a summer shutdown. Such arrangements will be posted by April 1st, or sooner, if possible.
 - d) All employees will take vacations in periods of not less than one (1) week. In the event that a shutdown is scheduled and provided adequate coverage is maintained, employees, with more than one (1) year of service, who are not able to be assigned the vacation shutdown, will be allowed at least two (2) consecutive weeks off between the first full or partial week of July or the last full or partial week of August.

- e) A list of employees who have not completed vacation entitlement by February **28th**, of each year, shall be made available to the Union upon request.
- f) Vacations will be scheduled throughout the year as far in advance as possible, giving due regard to departmental production requirements and seniority.

All employees are to take their vacation entitlement during the plant shutdown. Employees with more than three (3) weeks entitlement may take additional vacation during June, July and August providing they apply, in writing, no later than April 30th of each year and the Company will respond in writing to the request by the end of the first full week following April **30th**.

At other times of the year, employees must apply in writing at least two (2) weeks in advance of the date they wish to start their vacation and the Company will respond in writing to their request within five (5) working days.

When an employee's vacation has been approved in writing and scheduled, such scheduling shall not be changed without the consent of the employee.

- g) In the year of his/her retirement, an employee shall have the option to take regular vacation entitlement, or to work straight through until date of retirement.
- h) It is understood that vacation pay cheques will be given out only as vacations are being taken, effective May 31st of each year. If vacation cheques are not made available by June 1st of each vacation year, advances will be issued to employees.
- i) Where an employee's scheduled vacation is interrupted because of serious illness or injury for which the employee qualifies for weekly indemnity, the employee's vacation shall be stopped for the period of the disability and the employee placed on weekly indemnity.

Any vacation days remaining as a result of such rescheduling shall be rescheduled to a time mutually acceptable to the employee and his supervisor within the same vacation year.

- 43.2 ELIGIBILITY: All employees covered by this Agreement shall be entitled to Annual Vacation with pay as per the following schedule, if they have attained one year's seniority as of May 31, in the current year.
- 01-02 a) One (1) year's seniority, but less than five (5) years' seniority 2 weeks with pay
- oc 03 b) Five (5) years' seniority, but less than ten (10) years' seniority 3 weeks with pay
- (0 04 c) Ten (10) years' seniority, but less than seventeen (17) years' seniority 4 weeks with pay
- $(7 05^{d})$ Seventeen (17) years' seniority, but less than **twenty**-three (23) years' seniority 5 weeks with pay
- 23-06 e) Twenty-three (23) years' seniority, but less than twenty-nine (29) years' seniority - 6 weeks with pay
 - 43.3 Entitlement:
 - a) Vacation entitlement will be as above, but vacation pay for employees with one (1) year's seniority or more, will be calculated on weeks pay, plus the prevailing COLA bonus, as at the time the vacation is taken, and a week will be considered as 40 hours. With the exception, that an employee who has less than 1360 hours worked in a previous year will receive vacation pay at the rate of 2% of earnings for each week of entitlement.
 - b) Money received from Worker's Compensation Board, Weekly Indemnity Benefits, previous Vacation Pay, paid Plant and Statutory Holidays, will be calculated as earnings.
 - c) Time off work while receiving Worker's Compensation Board payments and Weekly Indemnity payments, previous year's vacation, paid Plant and Statutory



Holidays, authorized Leave of Absence will be counted as hours worked.

- d) Employees absent from work by reason 'of sickness or accident, must take vacation entitlements following return to work.. Such entitlement shall not be paid without the vacation being taken. Hours, work and earnings from Worker's Compensation and Weekly Indemnity, as set out in (b) and (c) above, will be credited for fifty-two (52) weeks from the onset of disability.
- 43.4 Termination of Employment

An employee terminating for any cause shall be paid accrued vacation pay based on his seniority entitlement.

43.5 Layoff

An employee who is laid off shall receive vacation pay up to the time of his layoff, and such pay shall be in accordance with his service entitlement, as detailed In 43.2 and Appendix **"B" #1.** If such layoff is of short duration, payment for such vacation can be deferred until the end of the Vacation Year.

It is mutually agreed that employees who have been laid off for any portion of the previous vacation year will only be required to take the number of days their holiday pay works out to, provided the Company has work available for them during the plant vacation shutdown period. This does not cancel their rights to take their full vacation entitlement if they so desire.

43.6 Deceased Employees

If an employee should die while on Company payroll, vacation pay which stands to his credit will accrue to his estate. Such pay shall be calculated in accordance with Article 43.2 and Appendix "B" #1.

ARTICLE 44

44.0 Termination Clause

- 44.1 This Agreement shall remain in effect until May 31, 1999, and unless either party gives to the other party written notice of termination, or of a desire to amend the Agreement, then it shall continue in effect for **a** further one year period without change, and so on from year to year thereafter. It is understood that if notice of termination or amendment of the Agreement has been given by either party and negotiations for a new Agreement have not been completed by the termination date, then the Labour Relations Act of Ontario, shall govern both parties to the Agreement.
- 44.2 Where any changes have been made in terms of the previous Agreement, such changes will be effective the date of ratification, except as **ageed** to in wriiing by the parties.
- 44.3 Any grievance filed or pending prior to the date of ratification, will be settled under the terms of the previous Agreement.

ARTICLE 45

45.0 Notice of Amendment or Termination

- 45.1 Notice that amendments are required or that either party intends to terminate the Agreement shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the termination date.
- 45.2 It is understood that during any negotiations following upon notice of termination or notice of amendments, either party may bring forward counter proposals arising out of, or related to the original proposals.

ARTICLE 46

46.0 Social Security

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- 46.1 All employees covered by this Agreement shall upon completion of sixty (60) working days of employment (except those employees rehired as stated in Article 15, paragraph 1 b) participate in an Employee Benefit Plan consisting of the following:
 - a) Medical coverage and Standard Ward hospital coverage as provided for in the Employee Health Tax Act.
 - b) Supplementary Plan semi-private ward coverage.
 - c) Preventive Care Dental Plan, current rates.
- 20,00
- d) Extended Health Care Plan.

The Company shall continue to assume one-hundred (100%) percent payment of the Plans.

Employees who are charged a fee for letters or reports required by the Company or by its insurance carrier will be paid for by the Company upon proof of payment by the employee. The above pertains to doctors only.

All employees with five (5) years of seniority or more, who are laid off, will be allowed to purchase Life Insurance, **Dental**, **Drugs and** Semi-Private Coverage at Company cost. Employee must choose to purchase all as a package. Premiums must be paid in advance before layoff. Duration of coverage is to a maximum of twelve (12) months.

- e) An employee who is off work on approved Parental Leave shall be entitled to continuation of benefits as set forth in the Employment Standards Act, R.S.O. 1990 as amended.
- f) Should the Company decide to change insurance carriers, there will be no loss in the level of insurance benefits as a result.

- 46.2 The Company shall provide an insurance plan to contain the following benefits:
 - a) Life Insurance of \$25,000.00
- 999 02

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b)

c) Life Insurance for Retirees \$ 1500.00

- 46.3 a) The Company shall pay the full cost of the premiums for employees on sickness and accident who satisfy the conditions of the weekly indemnity program for a maximum period of 52 weeks.
 - b) Effective June 1, 1996, weekly benefits for non-indus trial accidents or sickness will be \$467.03 per week.
 c) During each year of the Account (1)

Accidental Death and Dismemberment \$25,000.00

- c) During each year of the Agreement (January 1st to December 31st) the Company will pay from the first day of sickness, three (3) days pay (prorated from the basis of Weekly Indemnity payments when the employee is off for a minimum of two (2) weeks or more on weekly indemnity, once only during any year of the agreement as specified above.
- d If an employee has not received his money within ten (10) days of having filed his claim, the Company will confirm approval with the Carrier and advance the employee the estimated net amount of the benefit.
- e) Effective September 30, 1996, the Company will introduce an L.T.D. plan which will pay 50% of the W.I. benefits for a period up to 104 weeks following exhaustion of the 52 week W.I. Program. During this period, the Company will maintain Health Care benefits; however neither paid holiday nor vacation provisions shall apply.

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47.0 Pension Plan

47.1 The Non-Contributory Pension Plan instituted January lst, 1963, and as amended at negotiations is supplemental to this Agreement.

ARTICLE 40

45.0 Appendices

46.1 Appendices **A,B,C,D,E** and F form part of this Agreement.

ARTICLE 49

49.0 No Strike

49.1 The Union agrees that it will not authorize or counsel any strike and the Company agrees there will be no lockouts during the life of this Agreement.

ARTICLE 50

50.0 Subcontracting

50.1 Work normally performed by employees within the Bargaining Unit or similar work which it has been past practice to have performed by employees within the BargaIning Unit, shall not be performed on the Plant premises by employees outside the Bargaining Unit.

50.2 The Company will keep the Union advised at all times when subcontracting out. The Company will keep the Union informed when vendors are coming into the Plant

- When subcontrac Union informed w on warranty work.
 - 50.3 in skilled trades, apprentice ratios will be filled to maximum in applicable trade, before skilled work is contracted out of Plant or before contracted skilled workers are brought in to the Plant.

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51.0 New Technology

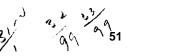
51.1 When the Company intends a change in its product lines or the introduction of new machinery requiring a change of employee skills, the Company will advise the Union accordingly. In such circumstances the Company and the Union will meet to discuss such changes and employee skills as may be required. The Company shall retrain those senior employees so affected who express a **desire** to learn and who have the basic knowledge and ability to be trained within a reasonable time frame. Before the above clause has any effect, employees must exercise their seniority rights in accordance with Article 17. Where present machines are being replaced by improved machinery, the operator(s) of the machine(s) being replaced shall be first offered retraining on the improved machines. This shall not apply in the case of installation of new machines not covered by present classifications.

This clause will apply to Production and Skilled Trades Classifications.

51.2 The Company and the Union will institute a committee to consider the impact of the implementation of any New Technology. This committee will consist of three (3) members from the Bargaining Committee and three (3) members from the Company and the Chairperson shall be appointed by the Company. This committee will be notified of any changes as soon as the Company is aware and in no case less than two (2) months prior to the implementation of such changes.

ARTICLE 52

- 52.0 Severance Pay
- 52.1 An Employee shall receive severance pay in accordance with the provisions of the Employment Standards Act of 1995.



SIGNING DATE

THIS AGREEMENT is hereby duly executed by the 'said parties this 5th day of September, 1996

FOR:

LOCAL 1075 NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (C.A.W.-CANADA)

Tom Murphy, President Charles **Meeking**, Chairperson Rick Besignano, Vice-Chairperson Paul Pugh, Secretary, Bargaining Committee, **"B"** Bay Al Dingwell, Bargaining Committee, Stalls Dave McAllister, Bargaining Committee, Skilled Trades Terry Molly, Bargaining Committee, **"C"** Bay Bill Turner, Bargaining Committee, "A" Bay Dale Patterson, National Representative

FOR:

BOMBARDIER INC. MASS TRANSIT DIVISION THUNDER BAY PLANT THUNDER BAY, ONTARIO

Rod Halstead, Director Human Resources Gord Burkowski, Senior Human Resources Advisor Fred Bauer, Director Finance **Michel Denis,** Director, Materials Pat Bagshaw, Secretary

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Signed this 21st day of November, 1996 to officially implement this document as the Collective Agreement between the following parties:

Bombardier Inc., Mass Transit Division, Thunder Bay Plant

Rod Halstead Director, Human Resources

Fred Bauer Director, Finance Michel Denis Director, Materials

Gordon Burkowski

Local 1075, National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W.- Canada)

Tom Murphy President Charles **Meeking** Chairperson, Bargaining Committee, Stores

Sr. Human Resources Advisor

Richard Besignano Vice-Chairperson, Bargaining Committee, Building 6 Paul Pugh Secretary, Bargaining Committee **"B"** Bay

Al Dingwell, Bargaining Committee, Stalls

Bill Turner, Bargaining Committee, **"A"** Bay

Dale Paterson, National Representative

Bargaining Committee, Skilled Trades

Dave McAllister,

Terry Molly, Bargaining Committee, "C" Bay

Signed this 21 **st** day of November, 1996 to officially implement this document as the Collective Agreement between the following parties:

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Bombardier Inc., Mass Transit Division,	Thunder Bay Plan
Charlead	A Darbourter
Rod Halstead	Gordon Burkowski
Director, Human Resources	Sr. Human Resources Advisor
Have	In Chini
Fred Bauer	Michel Denis
Director. Finance	Director, Materials

Local 1075, National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. • Canada)

3 20 Tom Murphy President C hay Charles Meeking Chairperson, Bargaining Committee, Stores Richard Besignano Richard Besignano Vice Chalipperson, Bargaining Committee, Building 8 ind Paul Pugh, Secretary, Bargaining Committee "B" Bay Al Dingwell, Bargaining Committee, Stalls Dawn MCD Ular Dave McAllister, Bargaining Committee, Skilled Trades Bill Tomer, Bargaining Committee, "# Bay Terry Molly, Bargaining Committee, C* Bay

Dale Paterson, National Representative

APPENDIX "A" - SCHEDULE 1 CLASSIFICATIONS - PRODUCTION EFFECTIVE

			EFFECTIVE
		LABOUR	June 1, 1996
CLS NO.	CLASSIFICATION NAME	GROUF	P HIRE MIN MAX
010	Bi-level Side Panel Rivetter	4	17.67 17.92 18.12
035	Data Base Record Keeper	3	17.52 17.77 17.97
050	Electrical Assembler	2	17.37 17.62 17.82
055	Electrical Assembler L/O	4	17.67 17.92 18.12
058	Electrical Tester & Inspector I	6	17.97 18.22 la.42
661	Electrical Tester & Inspector II	4	17.67 17.92 18.12
667	Finisher	4	17.67 17.92 18.12
070	Glass Cloth Worker I	5	17.82 18.07 19.27
071	Glass CLoth Worker II	2	17.37 17.62 17.82
080	Inspector Mechanical	6	17.97 18.22 18.42
085	Inspector Mechanical II	4	17.67 17.92 18.12 📿 🕻
, <u>100</u>	Labourer	1	<u>17,22</u> 17.47 17.67
104	Malchine Operator General N.C.	4	1767 17.92 18.12
110	Material Expediter	4	17.67 17.92 18.12
112	Material Shipper-Receiver	3	17.52 17.77 17.97
115	Mechanical Tester I	6	17.97 18.22 13.42
116	Mechanical Tester II	4	17.67 17.92 18.12
120	Metal Processor	3	17.52 17.77 17.97
125	Office Cleaner	1	17.22 17.47 17.67
140	Oiler	4	17.67 17.92 18.12
145	Overhead Crane Operator	3	17.52 17.77 17.97
150	Painter General Maintenance	3	17.52 17.77 17.97
155	Pantograph Operator	4	17.67 17.92 18.12
175	Power Brake Operator	4	17.67 17.92 18.12
180	Power Shear Operator	3	17.52 17.77 17.97
185	Power Tube Bender Manual	3 3	17.52 17.77 17.97
190 195	Pressure Oiesetter Production Assembler	3	17.52 17.77 lj.97
200		2	17.52 17.77 17.97 17.37 17.62 17.62
200	Production Machine Operator Radial Drill Operator	4	17.37 17.62 17.62
203	Saw Operator	3	17.67 17.92 18.12
212	Sign Painter	3	17.52 17.77 17.97
225	Spray Painter Final Line	5	17.52 17.77 17.97
220		5	1702 10.07 10.27

APPENDIX "A" - SCHEDULE 1 CLASSIFICATIONS - PRODUCTION EFFECTIVE

			EFFEGIIVE
		LABOUR	June 1 , 1996
CLS NO.	CLASSIFICATION NAME	GROUP	HIRE MIN MAX
226	Surface Preparer	4	17.67 17.92 16.12
235	Sweeper Maintenance	2	17.37 17.62 17.82
240	Timekeeper	3	17.52 17.77 17.97
243	Tool & Die Improver	3	17.52 17.77 17.97
250	Truck Driver	3	17.52 17.77 17.97
260	Vehicle Driver	2	17.37 17.62 17.82
262	Weld Inspector I	6	17.97 18.22 18.42
263	Weld Inspector II	4	17.67 17.92 18.12
265	Welder "A"	6	17.97 18.22 18.42
270	Welder "B"	5	17.82 18.07 18.27
280	Welder Grazing	4	17.67 17.92 16.12
265	Resistance Welding Operator	3	17.52 17.77 17.97

A premium of \$0.15/hour will be paid to "A" Welders for maintaining a C.W.B. qualification.

APPENDIX "A" - SCHEDULE 2 CLASSIFICATIONS - PRODUCTION EFFECTIVE EFFECTIVE EFFECTIVE											
	FFECTIV										
	LABOUR		, 1996		ine 1, 199			June 1, 1998			
CLASSIFICATION NAME	GROUP	HIRE	MIN MAX	HIRE	MIN	MAX	HIRE	MIN	MAX		
Bi-level Side Panel Rivetter	4	17.67 17	.92 18.12	17.77	18.02	18.22	17.87	18.12	18.32		
Data Base Record Keeper	3	17.52 17	.77 17.97	17.62	17.87	18.07	17.72	17.97	18.17		
Electrical Tester& Inspector I	6	17.97 18	3.22 la.42	18.07	ta.32	18.52	18.17	18.42	18.62		
Electrical Tester & Inspector II	4	17.67 17	.92 18.12	17.77	18.02	18.22	17.87	18.12	18.32		
Finisher	4	17.67 17	.92 18.12	17.77	18.02	18.22	17.81	18.12	la.32		
Floor Installer	4	17.67 17	.92 18.12	17.77	18.02	18.22	17.87	18.12	18.32		
Glass Cloth Worker I	5	17.82 18	.07 18.27	17.92	18.17	18.37	la.02	la.27	18.47		
Glass Cloth Worker II	2	17.37 17	.62 17.82	17.47	17.72	17.92	17.57	17.82	18.02		
Inspector Mechanical1	6	17.97 18	.22 18.42	18.07	18.32	18.52	18.17	18.42	18.62		
Inspector Mechanical II	4	17.67 17	.92 18.12	17.77	18.02	18.22	17.87	18.12	18.32	BR	
Labourer-	1	17.22 17	.47 17.67	17.32	17.57	17.77	17.42	17.67	17.87	10 v	
Machine Operator General N.C.	4	17.67 17	.92 18.12	17.77	18.02	la.22	17.07	la.12	18.32		
Material Expediter	4	17.67 17	.92 18.12	17.77	18.02	18.22	17.87	18.12	18.32		
Material Shipper-Receiver	3	17.52 17	.77 17.97	17.62	17.87	18.07	17.72	17.97	18.17		
Mechanical Tester I	6	17.97 18	.22 18.42	18.07	18.32	18.52	18.17	18.42	18.62		
Mechanical Tester II	4	17.67 17	.92 18.12	17.77	18.02	18.22	17.87	18.12	18.32		
Metal Processor	3	-17.52 17	.77 17.97	17.62	17.87	18.07	17.72	17.91	18.17		
Night Cleaner	2	17.37 17	.62 17.82	17.47	17.72	17.92	17.57	17.82	18.62		
Oiler	4	17.67 17	.92 18.12	17.77	18.02	18.22	17.87	18.12	18.32		

CLSNO.

OLUNO.	CLASSIFICATION NAME	011001			100 07			IVI/1/1		IVIIIN	IVI/A
010	Bi-level Side Panel Rivetter	4	17.67	17.92	18.12	17.77	18.02	18.22	17.87	18.12	18.3
035	Data Base Record Keeper	3	17.52	17.77	17.97	17.62	17.87	18.07	17.72	17.97	18.1
058	Electrical Tester& Inspector I	6	17.97	18.22	la.42	18.07	ta.32	18.52	18.17	18.42	18.6
061	Electrical Tester & Inspector II	4	17.67	17.92	18.12	17.77	18.02	18.22	17.87	18.12	18.3
067	Finisher	4	17.67	17.92	18.12	17.77	18.02	18.22	17.81	18.12	la.3
068	Floor Installer	4	17.67	17.92	18.12	17.77	18.02	18.22	17.87	18.12	18.3
. 070	Glass Cloth Worker I	5	17.82	18.07	18.27	17.92	18.17	18.37	la.02	la.27	18.4
S 071	Glass Cloth Worker II	2	17.37	17.62	17.82	17.47	17.72	17.92	17.57	17.82	18.0
080	Inspector Mechanical1	6	17.97	18.22	18.42	18.07	18.32	18.52	18.17	18.42	18.6
085	Inspector Mechanical II	4	17.67	17.92	18.12	17.77	18.02	18.22	17.87	18.12	18.3
-100	Labourer-	1	17.22	17.47	17.67	17.32	17.57	17.77	17.42	17.67	17.8
104	Machine Operator General N.C.	4	17.67	17.92	18.12	17.77	18.02	la.22	17.07	la.12	18.3
110	Material Expediter	4	17.67	17.92	18.12	17.77	18.02	18.22	17.87	18.12	18.3
112	Material Shipper-Receiver	3	17.52	17.77	17.97	17.62	17.87	18.07	17.72	17.97	18.1
~ 115	Mechanical Tester I	6	17.97	18.22	18.42	18.07	18.32	18.52	18.17	18.42	18.0
116	Mechanical Tester II	4	17.67	17.92	18.12	17.77	18.02	18.22	17.87	18.12	18.
120	Metal Processor	3	17.52	17.77	17.97	17.62	17.87	18.07	17.72	17.91	18.1
125	Night Cleaner	2	17.37	17.62	17.82	17.47	17.72	17.92	17.57	17.82	18.0
140	Oiler	4	17.67	17.92	18.12	17.77	18.02	18.22	17.87	18.12	18.3

APPENDIX "A" - SCHEDULE 2 CLASSIFICATIONS - PRODUCTION EFFECTIVE

			LAJJILI	CAIIU	1113 - F	nuuu		4				
				E	FECTIVI	E	Ε	FFECTIV	E	f	FFECTIV	Έ
			LABOUR	Ju	ne 1.199	96	Ju	ine 1, 19	97	Ju	ine 1.19	98
С	LS NO.	CLASSIFICATION NAME	GROUP	HIRE	MIN	MAX	HIRE	MIN	MAX	HIRE	MIN	MAX
	145	Overhead Crane Operator	4	17.67	17.92	18.12	17.77	18.02	18.22	17.87	18.12	18.32
	150	Painter General Maintenance	3	17.52	17.77	17.97	17.62	17.87	18.07	17.72	17.97	18.17
	155	Pantograph Operator	4	17.67	17.92	18.12	17.77	18.02	18.22	17.87	18.12	18.32
	175	Power Brake Operator	4	17.67	17.92	18.12	17.77	18.02	1 a.22	17.87	18.12	18.32
	180	Power Shear Operator	3	17.52	17.77	17.97	17.62	17.87	18.07	17.72	17.97	18.17
	185	Power Tube Bender Manual	4	17.67	17.92	18.12	17.77	18.02	18.22	17.87	18.12	18.32
	190	Pressure Diesetter	3	17.52	17.77	17.97	17.62	17.87	18.07	17.72	17.97	18.17
	200	Production Machine Operator	2	17.37	17.62	17.82	17.47	17.72	17.92	17.57	17.82	18.02
	205	Radial Drill Operator	4	17.67	17.92	18.12	17.77	18.02	la.22	17.87	18.12	18.32
	212	Saw Operator	3	17.52	17.77	17.97	17.62	17.87	18.07	17.72	17.97	18.17
	225	Spray Painter Final Line	5	17.82	18.07	18.27	17.92	18.17	la.37	18.62	18.27	18.47
	226	Surface Preparer	4	17.67	17.92	18.12	17.77	18.02	18.22	17.87	18.12	18.32
	235	Sweeper Maintenance	2	17.37	17.62	17.82	17.47	17.72	17.92	17.57	17.82	18.02
	240	Timekeeper	3	17.52	17.77	17.97	17.62	17.87	18.07	17.72	17.97	18.17
	243	Tool & Die Improver	3	17.52	17.77	17.97	17.62	17.87	18.07	17.72	17.97	18.17
	250	Truck Driver	3	17.52	17.77	17.97	17.62	17.87	18.07	17.72	17.97	18.17
	260	Vehicle Driver	2	17.37	17.62	17.82	17.47	17.72	17.92	17.57	17.82	18.02
	262	Weld Inspector	6	17.97	18.22	18.42	18.07	18.32	18.52	18.17	18.42	18.62
	265	Welder "Å"	6	17.97	18.22	la.42	18.07	la.32	la.52	ta.17	18.42	18.62

GENERAL AGREEMENT APPENDIX "A" CLASSIFICATIONS and SKILLED TRADES AGREEMENT APPENDIX "B" SKILLED TRADES - RATES EFFECTIVE EFFECTIVE

	AFFEN		ONL		RADE	3 = RA	IE3				
			E	FFECTIV	E	E	FFECTIN	Æ	E	FFECTIV	Έ
		LABOUR	Ju	ine 1, 19	96	JL	une 1, 19	997	JL	ine 1, 19	98
CLSNO.	CLASSIFICATION NAME	GROUP	HIRE	MIN	MAX	HIRE	MIN	MAX	HIRE	MIN	MAX
295	Carpenter Maintenance	2T	19.97	19.97	20.17	20.12	20.12	20.32	20.27	20.27	20.47
310	Electrician Construction Mtce.	3T	20.17	20.17	20.37	20.32	26.32	20.52	20.47	20.47	20.67
330	Experimental Worker	1T	19.77	19.77	19.97	19.92	19.92	20.12	20.07	20.07	20.27
340	Heat Treater Tooling	1T	19.77	19.77	19.97	19.92	19.92	20.12	20.07	20.07	26.27
350	Inspector Class I - Tooling	3T	20.17	20.17	20.37	20.32	20.32	20.52	20.47	20.47	20.67
390	General Tool Machinist All Aroun	d 3T	20.17	20.17	20.37	20.32	20.32	20.52	20.47	20.47	20.67
8 400	Mechanic - Auto, Gas, Electric	2T	19.97	19.97	20.17	20.12	20.12	20.32	20.27	20.27	20.47
410	Millwright, Maintenance	2T	19.97	19.97	20.17	20.12	20.12	20.32	20.27	20.27	20.47
420	Pipefitter, Maintenance	2T	19.97	19.97	20.17	20.12	20.12	20.32	20.27	20.27	20.47
430	Tool& Oiemaker	3T	20.17	20.17	20.37	20.32	20.32	20.52	20.47	20.47	20.67
445	Tool& Instrument										
	Gauge Repair Precision	1T	19.77	19.77	19.97	19.92	19.92	20.12	20.07	20.07	20.27
460	Welder Combination (Cert)										
	(Maintenance Tool and Die)	2T	19.97	19.97	20.17	20.12	20.12	20.32	20.27	20.27	20.47
498	President, C.A.W.	3T	20.17	20.17	20.37	20.32	20.32	20.52	20.47	20.47	20.67
499	Chairman,										
	C.A.W. Bargaining Committee	3T	20.17	20.17	20.37	20.32	20.32	20.52	20.47	20.47	20.67

APPENDIX "A" - SCHEDULE 2 CLASSIFICATIONS - PRODUCTION

						CTIV	L	L	FFECTIVE		E	FFECTIV	C
	LAE	BOUI	R	ال	une 1	, 19	96	Ju	ne 1, 199	97	Ju	ne 1, 199	38
LASSIFICATION NAME	GF	ROU	IP	HIRI	EN	MIN	MAX	HIRE	MIN	MAX	HIRE	MIN	MAX
Velder "B "		5	17.	82	18.0	7	la.27	17.92	18.17	18.37	18.02	18.27	18.47
Velder Brazing		4	17.	67	17.	92	18.12	17.77	18.02	la.22	17.87	18.12	18.32
Resistance Welding Operator	4	17	.67	1	7.92	1	8.12	17.77	18.02	la.22	17.87	is.12	18.32
	Velder "B" Velder Brazing Resistance Welding Operator	CLASSIFICATION NAME GI Velder "B" Velder Brazing Resistance Welding Operator 4	CLASSIFICATION NAME GROU Velder "B" 5 Velder Brazing 4 Resistance Welding Operator 4	Velder "B" 5 17. Velder Brazing 4 17. Resistance Welding Operator 4 17.67	CLASSIFICATION NAME GROUP HIR Velder "B" 5 17.82 Velder Brazing 4 17.67 Resistance Welding Operator 4 17.67	CLASSIFICATION NAME GROUP HIRE I Velder "B" 5 17.82 18.0 Velder "B" 5 17.82 18.0 Velder Brazing 4 17.67 17.2 Resistance Welding Operator 4 17.67 17.92	CLASSIFICATION NAME GROUP HIRE MIN Velder "B" 5 17.82 18.07 Velder Brazing 4 17.67 17.92 Resistance Welding Operator 4 17.67 17.92 1	CLASSIFICATION NAME GROUP HIRE MIN MAX Velder "B" 5 17.82 18.07 Ia.27 Velder Brazing 4 17.67 17.92 18.12 Resistance Welding Operator 4 17.67 17.92 18.12	CLASSIFICATION NAME GROUP HIRE MIN MAX HIRE Velder "B" 5 17.82 18.07 Ia.27 17.92 Velder Brazing 4 17.67 17.92 18.12 17.77 Resistance Welding Operator 4 17.67 17.92 18.12 17.77	CLASSIFICATION NAME GROUP HIRE MIN MAX HIRE MIN Velder "B" 5 17.82 18.07 Ia.27 17.92 18.17 Velder Brazing 4 17.67 17.92 18.12 17.77 18.02 Resistance Welding Operator 4 17.67 17.92 18.12 17.77 18.02	CLASSIFICATION NAME GROUP HIRE MIN MAX HIRE MIN MAX Velder "B" 5 17.82 18.07 Ia.27 17.92 18.17 18.37 Velder "Brazing 4 17.67 17.92 18.12 17.77 18.02 Ia.22	CLASSIFICATION NAME GROUP HIRE MIN MAX HIRE MIN	CLASSIFICATION NAME GROUP HIRE MIN MAX HIRE MIN

APPENDIX "B"

POLICY COVERING VACATION WITH PAY

- In addition to the entitlement set forth in Article 43, Employees aged55 or more on February 12, 1965, will be entitled to the following vacation benefits.
 - a) Twenty-nine (29) years seniority and over 7 weeks with pay
- 5 (c b) Employees with 30 years' seniority and who have attained age 62 will be granted one (1) extra week each year until retirement with pay

In the year an employee achieves thirty-five (35) years' seniority, he will receive for that year only one (1) extra week, with pay.

All vacation benefits in excess of **six** (6) weeks may be worked by the employees, The employees will receive such excess vacation pay in addition to their regular pay.

 Employees who are not aged 55 or more on February 12, 1965, and who have attained 29 years' seniority or more as of May 31, 1964, will also be entitled to the vacation benefits in 2 herein before set out.

All vacation benefits in excess of six (6) weeks may be worked by the employees and the employees will receive such excess vacation pay in addition to their regular pay.

 For all employees other than those in 2 and 3 herein before set out, maximum vacation entitlement will be six (6) weeks.

Employees aged 55 or more will continue to draw vacation benefits contained in the current Collective Agreement. All vacation benefits in excess of six (6) weeks may be worked by the employees. The employees will receive such excess vacation pay in addition to regular pay.

Employees who receive, at the date of signing of this **Collective** Agreement in excess of six (6) weeks vacation will continue to **receive** such **vacation** benefits as contained in the current Collective Agreement. The **weeks** in excess of six (6) weeks may be worked by the employees and the employees **will** receive vacation pay for the weeks in excess of six (6) weeks as vacation pay, In addition to their regular pay.

For all employees other than those in 1 and 2 above, maximum vacation entitlements will be six (6) weeks.

All other rules relating to vacations and vacation pay are in accordance with the **1982-84** Collective Agreement.

APPENDIX "C"

RETIREMENT

The following benefit will be provided from the fund by the Company and does not require contributions by the Employees.

 Effective June 1196
 \$21,50

 Effective June 1/97
 \$23.50

 Effective June 1/98
 \$25.50

8%

5



/ult is mutually agreed that the automatic retirement of employees shall be 65 years of age and he or she shall retire in the month of the 65th birthdate.

Effective January 1, 1976, the employee may elect a survivor option, payable to the employee's spouse as follows.

The spouse of the retiree would be covered as of the date of one year of marrlage, if married at the time of retirement. The **basic** pension benefit would be reduced by 5%. In the event of a spouse being more than 5 years younger (older) than the employee, the 5% reduction will be increased (decreased by **1/2%** for each additional year's **difference** In age).

The Benefit payable to the surviving spouse would be 60% of the reduced benefit payable to the pensioner.

In the event of death of the spouse before the retiree; or divorce of retired spouse, the cost of the survivor option will be restored to the pension of the retiree, upon application.

Effective January 1, 1979, employees wishing to apply for survivorship option. may do so 2 months prior to retirement.

88 Vesting to be allowed after two (2) years of plan participation 624 based on benefits accrued after December 31, 1986.

Full refund of accrued pension value on death before retirement 89 (current/past service).

T

Requirement for Retirement without Actuarial Reduction:

Effective January 1, 1979, an employee may retire at any time after he attains the age of 61, and he will receive the unreduced basic benefit, plus a supplement of \$3.00 per month per year of service until age 65.

Requirement for Retirement with Basic Benefit:

١Ç An employee who has attained the age of fifty-six (56) and whose sum of his age and years of credited service is at least i ninety-two (92) points, may retire and will receive the unreduced basic benefit plus a supplement at \$19.50 until age sixty- \sqrt{v} flve (65).

27 b An employee with forty (40) years of credited **service may** retire regardless of age, and will receive the unreduced **basic** benefit, plus a supplement at \$19.50 until age sixty-65 (65). 210

170 Hour Rule:

If an employee receives 170 or more hours of compensation in a year (including vacation time) he shall receive a credit for a year of pension service, if he is on sick leave or layoff, by drawing on a bank of 1510 credited service hours in any 2 year period. 3,

Layoff

However, effective June 1, 1996, an **employee** on layoff will continue to accrue service credit for pension purposes and will not get less than:

5 to 10 years of seniority	= 6 months
10 to 15 years of seniority	= 12 months
15 + years of seniority	= 16 months

Broken Service:

Pension service will not be lost if a worker is rehired within 36 months of termination, or In the case of layoffs, is rehired within 36 months or half of accumulated seniority, whichever is the greater.

Disability Retirees:

Effective June 1, 1967, in addition to normal benefit a supplement at the basic rate will be paid to age 65.

This supplement Is to be offset by any Government Disability payment.

Supplements received will not (upon reaching age 65) be reduced by any amount greater than the combined total to be received by C.P.P. and O.A.S.

Early Retirement:

8/

Effective January **1**, **1979**, pension will be reduced by **1/4** of 1% for each month between early retirement and normal retirement date (age 65)

LETTER OF UNDERSTANDING

It is agreed that all employees who retire during the term of this agreement, shall receive the pension increases of June 1, 1996, June 1, 1997 and June 1, 1996. Pensions to members who retired between January 3, 1964 and May 31, 1996 will be increased by 0.125% per month since date of retirementor the last increase whichever Is later.



APPENDIX "D"

LABOUR CLASSIFICATIONS

1996 - 1999 PRODUCTION

- 010 **Bi-level** Side Panel **Rivetter** (Labour Group 4) Drives and bucks rivets using any type of rivet setting equipment. To be employed only in Bi-level Side Panel area. Performs duties of Finisher on a one week rotation.
- 035 Data Base Record Keeper (Labour Group 3) Must undergo and successfully complete a Company Training Program and pass a test on Terminal Entries into systems. Maintains Stores Records through Terminal Entry into Data Base System with regards to Entries, Issues and Transfers.
- 058 Electrical Tester & Inspector I (Labour Group 6) Without instruction or supervision, required to inspect all types of low and high voltage AC. and DC. electrical circuits, equipments and motors in all commercial products. Check out and test for function of electrical equipment on commercial products at component, system and train level. Capable of performing dielectric and continuity tests as well as component system level testing activities. Ooerates trains on test track without supervision. Qualified to trouble shoot, correct errors and have full knowledge of wiring diagrams and installation drawings, and analog and logic circuits. May be required to remove and replace interior panelling to gain access.
- 061 Electrical Tester & Inspector II (Labour Group 4) Checks out and tests for function of electrical equipment on commercial products at component and system level. Under minimum supervision and using necessary test equipment, inspects low and high voltage AC. and D.C. electrical circuits, equipment and motors on all commercial products. Qualified to trouble shoot, correct errors

and have full knowledge of wiring diagrams and installation drawings, and analog and logic circuits. May be required to remove and replace interior panelling to gain access,

067 Finisher (Labour Group 4)

Capable of fine detail assembly of mechanical, structural and electrical components in commercial products to Company specifications. With minimum supervision, works from engineering drawings and methods instructional sheets and interprets quality assurance directives Checks out installations, corrects snags and adjusts doors. Must be able to rivet and assemble sheet metal, tubing, bars and extrusions; installs decals on mechanical and electrical sub-assemblies; may be required to operate portable spot welder.

066 Floor Installer (Labour Group 4)

Prepare and install floor. Make acceptable for covering, apply linoleum, tile or carpeting as required, by specifications for commercial products, Floor Installers will perform Finisher duties within their production line when idle, but must be assigned any Floor **Installing** work within their production line before being assigned Floor Installing work elsewhere.

- 070 Glass Cloth Worker 1 (Labour Group 5) Must be able to work from Operation Sheets and drawings. Have necessary knowledge of mlxing plastics accurately to specifications. Prepare tools to accept glass cloth and plastics, and applies cloth and plastics to the tools, producing acceptable parts. Must have knowledge of and be able to use equipment provided.
- 071 Glass Cloth Worker 11 (Labour Group 2) Prepares tools to accept glass cloth and plastics and applies cloth and plastics to the tools, producing acceptable parts.

060 Inspector Mechanical 1 (Labour Group 6)

Required to carry out any inspection operation or tests on' all products and processes from drawings, manuals, specifications and standards, with the use of necessary tools, jigs, fixtures, gauges and inspection test equipment, without Instruction or supervision. Will be required to make out quality reports and keep inspection records, check, test and sign out completed vehicles.

065 Inspector Mechancial 11 (Labour Group 4)

Required to carry out inspection operations and tests on production assemblies, including "first off" production or purchase parts. Will be required to make out quality reports and keep inspection records, Works under minimum supervision. May be required to instruct or assist other inspectors.

100 Labourer (Labour Group 1) Perform all work as directed by Supervisor, such as cleaning floor around machines, cleaning vard, and gen-

cleaning floor around machines, cleaning yard, and generally move scrap and maintenance materials. Cleaning of commercial products such as, washing and applying cleaning compounds as required.

- 104 Machine Operator General NC. (Labour Group 4) Punch, bend, burn, cut or drill sheet plate or tubing to different patterns and configurations, utilizIng necessary controls, numerical control tapes and jigs, on N.C. Machinery, including Routers and Punch Press Machines.
- 110 Material Expediter (Labour Group 4) Handles, counts and stocks raw and finished materials and purchased parts. Fills Pick Lists and Requisitions as requested and carries out Station Deliveries. Liaises with Planning and Inventory Control as required.

- 112 Material Shipper Receiver (Labour Group 3)
 - Required to ship or receive and check **all** outgoing or incoming materials and stock to purchase orders or packing sheets or other documents. Fabricates some packing components such as boxes or pallets; packs and prepares for shipment all outgoing goods and materials. May be designated as operator of trackmobile. Required to move, load and prepare cars for final shipping. May assist Material Expediters when no work is available in Shipping and Receiving Dept.
- 115- Mechanical Tester I (Labour Group 6)
 - Without instruction or supervision, performs functional tests on Mechanical portion of the equipment (hydraulic, pneumatic, mechanical) on commercial products; performs static and dynamic testing of singular or coupled vehicles. Builds test benches for functional testing of components, systems, or train operation. Qualified to trouble-shoot and correct nonconformances. Qualified to diagnose, repair, overhaul and maintain air conditioning system, including charging of system. Must have full working knowledge of schematics, diagrams, installation drawings, standards and specifications, analog and logic circuitry. Required to Instruct other Quality Resource personnel and sign out completed vehicle documentation. May be required to remove and replace interior panelling to gain access.
- 116- Mechanical Tester li (Labour Group 4)
 - Performs functional tests on Mechanical portion of the equipment (hydraulic, pneumatic, mechanical) on commercial products. Builds test benches for functional testing of components and systems; qualified to trouble shoot and correct nonconformances. Must have full working knowledge of schematics, diagrams, installation drawings, standards and specifications, analog and logic circuitry. May be required to remove and replace interior panelling to gain access.

120 Metal Processor (Labour Group 3)

Operates tank equipment used to clean and process metals. Must have knowledge of requirements of tanks, control of dial settings for proper amperage to meet required specification. Operates sand or shot blast equipment, handling all types of work to be cleaned to required specifications.

- 125 Night Cleaner (Labour Group 2) Clean offices and factory rest rooms, washrooms, floors, etc.
- 140 Oiler (Labour Group 4)

Oil and/or grease any type of machinery or equipment, using the correct lubricant as recommended by the manufacturer or lubricating specialists. Maintain an accurate daily record of lubrication checked or done on a form specified by the Company. Carry out daily preventive maintenance inspection and record on a form specified by the Company, reporting any necessary repairs found to be required.

- 145 Overhead Crane Operator (Labour Group 4) Operates transfer table, all overhead cranes, follow hand signals or instructions of slingman; required to grease and clean equipment (exclusive of electrical). Must have previous experience on line cranes prior to transfer to Shipping and Receiving. Operation of crane is first priority, but may perform Finisher duties when idle.
- 150 Painter General (Labour Group 3) Apply paint, using either brush or spray, to interior and exterior offices, factory, furniture and other similar surfaces.
- 155 Pantograph Operator (Labour Group 4) Cutting steel plates, bars and shapes of all descriptions,



using pantograph with jigs, templates, stops, layouts or free hand burning. Stack burning and burning with multiple cutting heads.

175 Power Brake Operator (Labour Group 4)

Set up and operate all Brakes, including NC., to produce a wide variety of bends and forms, both simple and complex, and in sheet and extrusion, blanking and piercing holes required. Must be able to set sample runs to blueprints or instructions.

- 180 Power Shear Operator (Labour Group 3) Must have full knowledge of various types of materials and gauges. Set up and operate shears to produce maximum number of acceptable parts, using templates, tools or measurements. Must be able to use a Micrometer.
- 155 Power Tube Bender NC. (Labour Group 4) Required to perform a wide variety of bending operations on all types of tubing, extrusions and bar and steel stock. Operates both manual and NC. Power Tube Benders.
- 190 Pressure Die Setter (Labour Group 3) Set up a variety of punch press dies for piercing, blanking or forming any hot or cold sheet metal or extrusions.
- 200 Production Machine Operator (Labour Group 2) Perform repetitive operations on the following: upright drills, sanders, grinder, deburring machines, drill sharpener and routers. May be required to operate Rolls, Robot (plasma burning only) or Corner Cropper. May be required to assist other operators.
- 205 Radial Drill Operator (Labour Group 4) Performing operations on drilling equipment such as, reaming, tapping, countersinking, boring, counterboring, chamfering and spot facing on sheet metal, forgings,

castings to blueprint specifications. Set up supplied fixtures and select correct feeds and speed to **suit** metals. Close tolerances may be required.

- 212 Saw Operator (Labour Group 3) Must be able to select blades and to set up and run all saws. Working on various materials will be required to work to close tolerances.
- 225 Spray Painter Final Line (Labour Group 5) Spray paint exterior car body In spray booth. Must be capable of preparing car surface with primers and topcoats, plus **touchup** on final line and interior painting. Apply exterior stencils, transfer or decals, working from paint drawings.
- 226 Surface Preparer (Labour Group 4) Prepares exterior car body for painting and other treatments, which include cleaning, sanding, caulking and applying filler and spray preservatives prior to finish coating. Also applies undercoats, sound deadening, primer and finish coats to all parts and assemblies.
- 235 Sweeper Maintenance (Labour Group 2) Required to operate Sweeper Machine and perform labourers work as instructed.
- 240 Timekeeper (Labour Group 3)

Perform the timekeeping and labour distribution for all employees in their respective departments, along with all other duties connected with same, including occasional Time Office work, as requested by Chief Timekeeper. All necessary routine with regards to transfers, absentees, overtime, resignations and discharges, along with distributions of any necessary printed or written matter to employees.

250 Truck Driver (Labour Group 3)

Responsible for pick-up and delivery of all Company materials to and from the plant premises, using a truck or station wagon. Must possess a current, valid and **appropriate** driver's license to operate a commercial vehicle.

260 Vehicle Driver (Labour Group 2)

Responsible for carrying out instructions as directed by Supervisor or Chargehands on tractors, jeeps, forklifts and mobile crane vehicles.

262 Weld Inspector (Labour Group 6)

Without instruction or supervision, required to carry out inspection and testing operations on Welded Assemblies and structures, using knowledge of weld processes and applications, all applicable welding codes and standards, non-destructive examination and weld metallurgy. Must be able to interpret drawings associated with weld design, weld data process sheets, tools, fixtures and gauges. Required to prepare inspection reports and maintain records. Must be a certified Welding Inspector according to CSA **W178-2**. A Weld Inspector under the Welding Institute of Canada must complete 12 modules and pass a test to become certified. The modules required are **#'s 1**, 2, 3, **4**, **6**, 10, 11, 12, 14, 15, 16, 17.

265 Welder A (Labour Group 6)

Perform arc welding operations on ferrous and non-ferrous materials as required. Able to demonstrate practical skills in all positions by passing tests set out by the Company and outside authorities. Knowledge of welding equipment, welding procedures and weld quality requirements.

270 Welder B (Labour Group 5)

Performs arc welding operations on ferrous and/or nonferrous materials as required. Able to demonstrate practical skills in flat and horizontal positions by passing tests

set out by the Company and outside authorities. Knowledge of welding equipment, welding procedures, and weld quality requirements.

230 Welder Brazing (Labour Group 4)

Performs oxy-fuel gas welding, brazing and soldering on ferrous and non-ferrous materials as required. Able to demonstrate practical skills by passing tests set out by the Company and outside authorities. Knowledge of welding, brazing and soldering equipment, procedures and quality requirements. A Welder Brazing in the Tube Bending Department when not galnfully employed in classification, may assist the Power Tube Bender N.C.

- **285** Resistance Welding Operator (Labour Group 4) Perform Resistance Spot Welding on ferrous and non-ferrous materials as required. Knowledge of welding equipment, machine set up, resistance welding procedures and weld quality requirements. Resistance Spot Welding is first priority, but may perform Finisher duties when idle.
- Data Base Computer Terminal

When the job assignments of hourly employees requires the use of computer terminals **in** order to carry out their normal work assignments, the employees affected **will** be trained in terminal operation on Company time.

APPENDIX **"E** LABOUR GROUPS AND CORRESPONDING CLASSIFICATIONS

Group #1

Labourer

Group #2

Glass Cloth Worker II Night Cleaner Production Machine Operator Sweeper Maintenance Vehicle Driver

Group #3	Data Base Record Keeper Material Shipper - Receiver Metal Processor Painter General Maintenance Power Shear Operator Pressure Diesetter Saw Operator Timekeeper Truck Driver
Group #4	Bi-level Side Panel Rivetter Electrical Tester & Inspector II Finisher Floor Installer Machine Operator General NC. Material Expediter Mechanical Inspector II Mechanical Tester II Oiler Overhead Crane Operator Pantograph Operator Power Brake Operator Power Tube Bender N.C. Radial Drill Operator Resistance Welding Operator Surface Preparer Welder Brazing
Group #5	Glass Cloth Worker I Spray Painter Final Line Welder "B"
Group #6	Electrical Tester & Inspector I Mechanical Inspector I Mechanical Tester I Weld Inspector Welder "A"

RELATED CLASSIFICATION: RE: ARTICLE 17 - LAYOFF & REHIRE

Lsbour Group #6

Electrical Tester & Inspector I

- Electrical Tester & Inspector II
 Production Machine Operator
 Labourer

Mechanical Inspector I

- Mechanical Inspector II
 Production Machine Operator
 Labourer

Mechanical Tester I

- Mechanical Tester II
 Production Machine Operator
 Labourer
- Weld Inspector
 - Production Machine Operator
 Labourer

Welder "A"

- Welder "B"
 Welder Brazing
 Production Machine Operator
 Labourer

Labour Group #5

Glass Cloth Worker I

- Glass Cloth Worker II
 Production Machine Operator
 Labourer

Spray Painter Final Line

- Surface Preparer
 Painter General Maintenance
 Production Machine Operator
 Labourer
- Welder "B"

 - Welder Brazing
 Production Machine Operator
 Labourer

Labour Group #4

- Bi-level Side Panel Rivetter

 - Finisher
 Production Machine Operator
 Labourer

Electrical Tester & Inspector II

- Production Machine Operator
 Labourer

Finisher

- Production Machine Operator
 Labourer
- Floor Installer

 - Finisher
 Production Machine Operator
 Labourer

Machine Operator General N.C.

- 1) Production Machine Operator
- 2) Labourer

Material Expediter

- 1) Material Shipper Receiver
- 2) Data Base Record Keeper
 3) Production Machine Operator
- 4) Labourer
- Mechanical Inspector II
 - 1) Production Machine Operator
 - 2) Labourer
- Mechanical Tester II
 - 1) Production Machine Operator
 - 2) Labourer
- Oiler
 - 1) Production Machine Operator
 - 2) labourer
- Overhead Crane Operator

 - Finisher
 Production Machine Operator
 - 3) Labourer
- Pantograph Operator
 - 1) Production Machine *Operator* 2) Labourer
- Power Brake Operator

 - Power Shear Operator
 Production Machine Operator
 Labourer
- Power Tube Bender NC. 1) Production Machine Operator 2) Labourer
- Radial Drill Operator

 - Production Machine Operator
 LabourerResistance Welding Operator
 - 77

Resistance Welding Operator

- 1) Finisher
- 2) Production Machine Operator3) Labourer

3

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- Surface Preparer
 - Painter General Maintenance
 Production Machine Operator
 Labourer
- Welder Brazing
 - 1) Production Machine Operator 2) Labourer

Labour Group #3

- Pressure Diesetter

 - Power Shear Operator
 Production Machine Operator
 - 3) Labourer

Saw Operator

- Production Machine Operator
 Labourer

Timekeeper

- 1) Production Machine Operator 2) Labourer
- Truck Driver

 - Material Shipper Receiver
 Vehicle Driver
 Sweeper Maintenance
 Production Machine Operator
 - 5) Labourer
- Data Base Record Keeper . 1) Production Machine Operator 2) Labourer



Material Shipper-Receiver

1) Production Machine Operator 2) Labourer

Metal Processor

Production Machine Operator
 Labourer

Painter General Maintenance

1) Production Machine Operator 2) Labourer

Power Shear Operator

Production Machine Operator
 Labourer

Labour Group #2

Glass Cloth Worker II

1) Production Machine Operator 2) Labourer

Night Cleaner

Production Machine Operator
 Labourer

Production Machine Operator

1) Labourer

Sweeper Maintenance

1) Production Machine Operator 2) Labourer

Vehicle Driver

Sweeper Maintenance
 Production Machine Operator
 Labourer

2

Labour Group #1 Labourer

1) Production Machine Operator

It is understood that all members covered by this agreement hold the classifications of 1) Production Machine Operator ,2) Labourer.

APPENDIX 'F" LETTERS OF INTENT

1. Employment of Students

(Letter dated April 25, 1966) Students employed with the Company from about May to September each year, and who indicate they will return to school in September, will be considered as temporary employees and as such will not be eligible during layoffs to displace other employees who have less **seniority**. These temporary employees will, however, be members of the Bargaining Unit and they will pay Union dues and receive benefits as required by the Collective Agreement. Should a temporary employee decide not to return to school, this letter shall not apply.

It is further agreed that the student employee affected will be advised upon hiring of this Agreement.

- Where a bargaining unit employee is requested to perform voluntary assignment away from the Thunder Bay operations, the Company will notii the Union of such assignment.
- 3. Prescription Eye Glasses

It is Company policy to supply every employee whose work requires it, with eye protection suitable to that work.

In addition, employees requiring prescription glasses will be provided with prescription ground hardened safety lenses in approved frames at Company expense on the following basis.

- a) The employee must require visual correction at his normal working distance.
- b) The employee must supply his own prescription or have a suitable eye examination by a qualified person at his own expense.
- c) The employee must have acquired seniority, and be a permanent employee.
- d) Badly pitted or damaged lenses will be replaced but not more than one pair per year will be issued to an employee for all purposes.
- e) The Company will provide bi-focal and tri-focal lenses.
- Prescription lenses and frames provided by the Company become the employee's property and will not be returnable.
- g) Application for prescription lenses and frames will be made to the Plant Nurse."
- 4. Combining Classifications Company Obligations The Company accepts that in combining some production classifications for the purpose of achieving greater operating flexibility, it assumes a responsibility to train employees, where necessary, on those parts of the new classification with which the employee is unfamiliar.

The Company further states that where an employee is unable to learn the full classification, and there is a work force reduction, this will not be used to justify laying that employee off, out of seniority order. In such a situation, the Company reserves the right to use the senior employee who is unable to perform all the required tasks in some other areas, without prejudice to his classification.

5. New Welders

Subject to satisfactory performances, employees hired at the Welder "A" or Welder **"B"** start rate may have their rates increased in their respective classifications at the discretion of the Supervisor.

Welders hired as Welder "A" must pass tests set out by the Company and outside authorities in all positions for ferrous and non-ferrous metals.

When requalifying, current Welder "A"s will be required to demonstrate proficiency in all positions for either a ferrous or non-ferrous metal. However, a test in the metal not **qualified** in will be set if this is required in the course of layoffs.

Should the Welder "A" fail to qualify, the Welder will revert to Welder "**B**" status and be subject to layoff should no work be available that he is qualified to perform without affecting the status of higher seniority Welders.

6. Weld Inspector

All Weld Inspectors must be certified according to CSA W178-2.

In the event that no one in the Bargaining Unit is certified according to CSA **W178-2**, the Company will post for a "WELD INSPECTOR - TRAINEE". Successful bidders must have completed Modules **#2,3,4,10,11,15,16** and 17 of the Welding Institute of Canada program leading to Certified Welding Inspector according to CSA **W178-2**. Bidders must attain full **certification** within a calendar year of acceptance to the Trainee position, or the trainee position will lapse. On attainment of full certification, the trainee becomes a permanent Welding Inspector without any further posting being required.

It is understood that at least one fully **certified** Welding Inspector must be assigned in critical areas such as truck and underframe, with trainees assisting where necessary.

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SKILLED TRADES AGREEMENT

between

BOMBARDIER INC. MASS TRANSIT DIVISION THUNDER BAY PLANT

and

LOCAL 1075 NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTA-TION AND GENERAL WORKERS UNION OF CANADA

and

SKILLED TRADES LABOUR CLASSIFICATIONS

JUNE 1, 1996 - MAY 31, 1999

THE CAW SKILLED TRADES AGREEMENT FORMS PART OF THE GENERAL AGREEMENT WITH CAW, LOCAL 1075, NEGOTIATED FOR THE PERIOD . JUNE 1, 1996 - MAY 31, 1999

'THE PROVISIONS OF THE GENERAL AGREEMENT AND OTHER APPENDICES SHALL BE APPLICABLE TO SKILLED TRADES EMPLOYEES, EXCEPT AS IT MAY BE DIFFERENT IN THIS SKILLED TRADES AGREEMENT." (Skilled Trades HIring **Practice:** Clause 13)

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SKILLED TRADES HIRING PRACTICE

The following procedures shall be used to fill the Company's needs in the Skilled Trades.

- Senlority Rights of Journeyperson
 All Journeypersons with seniority rights shall first be returned to their classification.
- 2. Skilled Trades Job Posting; Definition of Documentation

If additional Journeypersons are required, the Company will post within the Plant. If no Journeypersons are available through the posting procedure, then apprentice ratios may be filled to maximum of applicable progression schedules used to the same ratios as In apprenticeship ratios.

If further help is required, then the Company will hire outside Journeypersons, who possess the following qualifications and can prove same with documents.

 a) One who has served a bona-fide apprenticeship of four
 (4) years (6,000 hours) at the trade in which he claims Journeyperson status and has a certificate to substantiate such claim of service.

OR

b) Has eight (6) years of practical experience in the Skilled Trades Classification in which he claims Journeyperson status and can prove same by documentation. A CAW or UAW Journeyperson's card will be accepted as proof of Journeyperson status in the trade or classification stated on the card at the time of hire.

Definition of Documentation. On previous employer's stationery, describing work performed, totalling at least 6 years. This documentation must be signed by one company official. Xerox copies are not acceptable.

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c) The Union's Skilled Trades Committeeperson shall have the right to examine any documents submitted as proof of Journeyperson status at the time of hire. At the time of hire, by mutual consent, the time necessary to produce any of the previously mentioned documents may be extended.

3. Apprenticeship Progression Schedules

An employee selected to enter one of the Progression 50 Schedules or Apprenticeship Training shall have their work experience evaluated by the Joint Apprenticeship Committee and if given credits, he shall then be placed at the appropriate wage level under such schedule of progression or apprenticeship program. ١.

- a) An employee on a Progression Schedule shall not be permitted to bid for any other Skilled Trade classification until such time as he has completed the schedule of training.
- b) An employee selected to enter one of the Apprenticeship Training Programs shall enter the training program within two (2) weeks of the effective date of the Job Posting.

4. Apprenticeship Program

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The Apprenticeship Program, as negotiated, or as may be amended, is an inseparable part of this Skilled Trades Agreement.

5. Chargehands (Skilled Trades)

A Chargehand of Skilled Trades Employees is defined as one who is a Journeyperson, and while engaged in his trade leads or processes the work per the following schedule: It is understood that Journeypersons and Chargehands may only direct non-skilled trades employees when assigned.

6. Skilled Trades Chargehand Bonus

A bonus of seventy-five (75) cents per hour shall be paid to all Skilled Trades Chargehands.

7. Promotion and Transfer

Promotions or transfers within the Bargaining Unit to higher paid jobs within a Skilled Trade shall be based on the qualifications necessary as a Journeyperson for such jobs. When these factors are equal, the employee with the greatest plant seniority will be given the preference.

8. Trsining Programs

a) As required, the Company will extend advanced training 2 necessary to cover technological advances that have taken place within the Skilled Trades so that employees can properly service, maintain and operate machines and equipment in the plant.

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- 25% b) If employees wish to participate in technically oriented night school courses, the Company will pay for tuition fees after successful completion of course. In the application of the above, prior approval must be obtained in the selection of such courses.
- c) When there is a specific application to a particular need in the shop then (a) applies, When an individual wishes to add to his basic knowledge, then (b) will apply.
- d) The Company will pay 100% of all applicable tuition fees, lab fees and textbook costs recommended by the Joint Apprenticeship Committee and approved by the Company.

9. Skilled Trades Overtime Hours

The Company will provide the Skilled Trades Committeeperson with a quarterly tab listing of overtime hours worked by the Skilled Trades.

10. Special Rates

The Company agrees to give the Union notification of whenever any Skilled Trades employee is paid a rate over and above the contractual rate for the classification.

11.Skilled Trades Seniority

An employee who is on progression in a Skilled Trades classification will not exercise his plant seniority against a fellow employee in the classification.



Upon completion of the progression, the employee shall receive date of entry seniority in the classification.

Upon completion of Apprenticeship Program, the employee will be credited with the time spent on the progression for purposes of seniority within the trade.

Present employees of Skilled Trades shall have seniority as may be established as of October 27, 1962.

Future employees entering the Skilled Trades classification shall have "date of entry" seniority.

A Skilled Trades employee who bids out of the Skilled Trades into a Production job, shall forfeit any recall right to a Skilled Trades classification, as per Article 15.6 of the General Agreement. If such employee at sometime in the future bids back into the Skilled Trades, he shall have a new date of entry seniority in Skilled Trades.

Employees working in a skilled trade on temporary posting(s) will be granted a Skilled Trades entry date crediting them with **six** (6) months, Skilled Trades seniority when they have accumulated six (6) months of time on such temporary assignments in a single classification. If an employee so credited is not assigned temporary future work in such classification for thirty-six (36) months, his skilled trades seniority shall lapse.

12. Bumping Rights

When an employee is laid off from a Skilled Trades Classification, he shall exercise bumping rights in the following order:

- a) To another Skilled Trades classification already held by the employee;
- b) To the last original classification held by the employee outside the Skilled Trades;
- c) To any other classification held, starting with the highest labour group;
- d) To Production Machine Operator, then Labourer.

"Original Classification" means the last classification obtained through hire or rehire, or through a successful job bid or assignment on a job vacancy as referred to in Article 17.2(d) 7 & 6 of the General Agreement.

13. General Agreement

The provisions of the General Agreement and other appendices shall be applicable to Skilled Trades employees, except as it may be different in this Skilled Trades Agreement.

14. Skilled Trades Committeeperson

It is understood that the Skilled Trades Zone **Committee**person referred to in Articles 7 and 17 represents Skilled Trades Workers on a plant-wide basis, and will be retained in a Skilled Trades Classification, notwithstanding his Skilled Trades Seniority and the work available which he is qualified and willing to perform.

15. Tool Allowances

A tool allowance of up to \$350 effective Ratification date, \$375 effective June 1, 1997, and \$400, effective June 1, 1996, per year will be made to all Skilled Tradespersons, including apprentices, for the purpose of purchasing tools, used in the performance of each Tradesperson's regular

duties. The Tradesperson shall provide a receipt from a retail outlet.

16. Smock/Coveralls Allowance

Upon presentation of suitable receipts, the,Company will reimburse Skilled Trades employees up to \$50.00 each, for the purchase of two (2) smocks or coveralls per year, of a colour specified by the Company.

For the purposes of Clause 15 & 16, a year shall be from June 1st to May ${\bf 31st.}$

APPENDIX "A"

SKILLED TRADES LABOUR CLASSIFICATIONS

JUNE 1 1996 - MAY 31, 1999

295 Carpenter, Maintenance (Labour Group 2T) Constructs, erects, installs and repairs buildings, wood structures, plant and office wood equipment, framework, including sub-flooring, sheathing, partitions, floor joists, stagings, rafters, etc. Constructs concrete forms, scaffolding, stairs, roofing, ceilings, walls, floors, work benches, storage bins, tables, desks, etc. Installs moulding, wood panelling, cabinets, window sash, door frames, doors, hardware. Installs and lays floor coverings. Plans layouts and selects proper materials. Works to construction specifications, blueprints and sketches, Uses various types of woods and wood substitutes. Uses carpenter hand and power tools. Adapts to new methods, processes, material and equipment.

Capable of mixing cement for all purposes, patching walls and floors, pointing tile, repairing plaster, laying bricks and concrete blocks to plan, specifications and acceptable building standards. Must be knowledgeable in foundation work. Must be able to estimate requirements in materials. Must be capable of working at heights,

310 Electrician,

Construction Maintenance (Labour Group 3T) Must be capable of installing and maintaining low and high tension power circuits, both AC. and DC., install electrical equipment and motors, read blueprints and follow layouts; be familiar with various testing instruments.

Be capable of trouble shooting and repairing digital integrated circuits, analog and logic circuits. Install and maintain electronic devices. Must be a Journeyperson Electrician and have successfully completed the

Electronics Course component of the apprenticeship program.

- 330 Experimental Worker (Labour Group 1T) Required under instructions from Engineering and/or Methods Departments, to work out mockups on new customer specifications or other new work; develop any sheet metal part either from sketches, blueprint or verbal instructions. Make up temporary tools where required and perform installations on experimental component or unit.
- **340 Heat Treater Tooling** (Labour Group IT) Must have complete knowledge of all heat treat ovens and processes for annealing, hardening and normalizing material. Test for hardness and must be completely familiar with material characteristics, and be able to heat treat any jigs tools or dies or components thereof.
- **350** Inspector, Class I Tooling (Labour Group **3T**) Must be capable of inspecting, using necessary equipment, all types of assembly and sub-assembly fixtures, jig reference, and facility gauges, wood and plaster patterns and mock-ups, also all tooling for detail parts, templates of all types and inspection of checking fixtures. Must be proficient in the use of optical tools and knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing. May be required to approve first-off parts, castings, forgings, etc. Must be a certified Toolmaker.
- **390** General Tool Machinist All Around (Labour Group 3T) Operate all machine tools to fabricate production parts, cutting tools and machine parts for plant equipment under repair by millwright. Machine parts for jigs, dies and fixtures, and outside contractors when required. Work to specifications called for on drawings, sketches, or instructions, and make all necessary calculation and set-ups. Must be capable of effecting changes and corrections to

preprinted programs such as additions, deletions and making tool offsets, etc.

- 400 Mechanic Auto, Gas, Electric (Labour Group 2T) Overhaul, repair and maintain all types of plant vehicles, motors and mobile machines. Must hold a Class "A" Ontario Mechanic's License.
- **410 Millwright, Maintenancs** (Labour Group **2T**) Erect, install, maintain and repair all machines and mechanical **equipment** in the plant. This work includes pouring of bearings and fitting of parts. Perform **grouting**in as required. Fabricate and erect buildings and booths, using structural steel and do miscellaneous iron work. Any parts to be machined will not be done by the Millwright, but by the General Tool Machinist All Around. May operate transfer table and cranes for maintenance purposes only.
- **420** Pipefitter, Plumber, Steamfitter (Labour Group 2T) Fabricates, installs, repairs and maintains high and low pressure pipeline systems, steam, water, air, oil, acid, gas solvents, etc.; selects proper material.

Install, repair and maintain valves, traps, waste and sewage plumbing systems, sprinkler systems, etc.

Must have basic knowledge of safety codes: characteristics of steam, water, air, oil, gas, acids, etc., pressure ranges and pipeline expansion.

430 Tool & Diemaker

(Labour Group 3T)

Layout, construct, machine and test, jigs, fixtures, piercing dies, form dies, gauges and special tools. Required to use precision instruments and work on a variety of materials to very close tolerances. Must be capable of interpreting tool design and tool drawings or assembly drawings. Understand and operate all machines in Machine Shop. Must be able to draw out patterns from open or closed

moulds. Make up castings from **dural**, bronze, zinc, brass. Make up cores and core boxes. Must be able to layout and develop jig construction templates, set up, fill with plaster, file to fine lines, clean and fit dies to drawings and/or templates,

448 Tool & Instrument Gauge Repairman Precision

(Labour Group 1T)

Must be capable of repairing and maintaining all precision instruments **and** gauges, all pneumatic equipment and the mechanical portion of electric equipment and tools, overhaul precision instruments and make hydraulic repairs and related work.

480 Welder - Combination (CertIfled) (Labour Group 2T) (Maintenance and Tool & Dle)

Required to pass Company and Government Standards Approval Tests. Perform all types of welding on machine parts, tools, dies, jigs, fixtures, plant equipment, structural fabrication, etc. In general, cut, burn, braze, **metallize**, etc. in conjunction with such functions required on work performance by the Tool & Die and Maintenance Trades. Weld structural assemblies on tanks subject to pressure test.

GENERAL AGREEMENT APPENDIX **"A" CLASSIFICATIONS** and **SKILLED** TRADES AGREEMENT APPENDIX "B" **SKILLED** TRADES - RATES

			EFFECTIVE	EFFECTIVE	EFFECTIVE
CLS NUMBER	CLASSIFICATION NAME		R June1.1996	June 1, 1997 X HIRE MIN MAX	JUNE 1, 1998
	CLASSIFICATION NAME	01000			
295	Carpenter Maintenance	2T	19.97 19.97 20.1	17 20.12 20.12 20.32	20.27 20.27 20.47
310	Electrician Construction Mtce.	3T	20.17 20.17 20.3	37 20.32 20.32 20.52	20.47 20.47 20.67
330	Experimental Worker	1T	19.77 19.97 19.9	7 19.92 19.92 20.12	20.07 20.07 20.27
340	Heat Treater Tooling	1T	19.77 19.77 19.9	7 19.92 19.92 20.12	20.07 20.07 20.27
350	Inspector Class I-Tooting	3T	20.17 20.17 20.3	37 20.32 20.32 20.52	20.47 20.47 20.67
390	General Tool Machinist All Around	3T	20.17 20.17 20.3	37 20.32 20.32 20.52	20.47 20.47 20.67
400	Mechanic-Auto,Gas, Electric	2T	19.97 19.97 20.1	7 20.12 20.12 20.32	20.27 20.27 20.47
410	Millwright, Maintenance	2T	19.97 19.97 20.1	7 20.12 20.12 20.32	20.27 20.27 20.47
420	Pipefitter, Maintenance	2T	19.97 19.97 20.1	17 20.12 20.12 20.32	20.27 20.27 20.47
430	Tool& Diemaker	3T	20.17 20.17 20.3	37 20.32 20.32 20.52	20.47 20.47 20.67
445	Tool8 Instrument Gauge Repair Precison	1T	19.77 19.77 19.9	7 19.92 19.92 20.12	20.07 20.07 20.27
460	Welder Combination	2T	19.97 19.97 20.1	17 20.12 20.12 20.32	20.27 20.27 20.47
	(Cert.) (Maintenance Tool and Die)				
498	President, C.A.W.	3T	20.17 20.17 20.3	32 20.32 20.32 20.52	20.47 20.47 20.67
499	Chairman, C.A.W. Bargaining Committee	3 T	20.17 20.17 20.3	32 20.32 20.32 20.52	20.47 20.47 20.67

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APPENDIX "C"

SKILLED TRADES LETTERS OF INTENT

1. Skilled Trades Work (Letter dated June 30, 1968)

The company agrees that it will not direct its production employees to build jigs or fixtures of a permanent nature.

2. Welder-Combination (Certitled) -Maintenance &Tool & Dis

Maintenance & Tool & Die (Labour Group 2T) It is agreed between the parties that when a combination welder is not gainfully occupied at work in his own classification, on a plant-wide basis within the Skilled Trades, he will be permitted to assist the Millwrights in the Millwright classification or the Tool & Diemakers in the Tool & Diemaker classification.

When more than one (1) welder is employed in this classification, it is understood that the above is only applicable to one (1) welder. When there is not at least four (4) hours or more of welding to be done by this welder, he will be laid off or transferred.

3. General Tool Machinist, All Around - Machine Shop

(Labour Group 3T)

Employees who held the classification of General Machinist on June 1, 1993, will now hold the classification of General Tool Machinist All Around. Employees so classified, who are not capable of operating at least three (3) machines, will be given the necessary instruction and training to operate such other machines as may be necessary.

Future employees entering this classification shall be as per Article 2 Skilled Trades or through the negotiated Apprenticeship Training Program.

4. Tool & Instrument Gauge Repairman Precision

(Labour Group 1T)

Due to the combining of classifications 440 Tool & Instrument Gauge Repair and 450 Tool Repairman, Precision into 445 Tool & Instrument Gauae Repairman Precision

The company **recognizes** its obligation as stated in the Letter of Intent **#4** Persons holding either of the above noted singular classifications will be trained in the duties of the other classifications.

Due to the above, combining these classifications shall be indicated in the seniority listing dated October 14, 1982.

5. Plpefitter, Plumber, Steamfitter

The Company will provide Gas Fitter training to permanent Journeypersons in the above classification, to be composed of seventy (70) hours class and fifty (50) hours practical time. Following successful completion of the above training, the Company will assign these Journeypersons Preventive Maintenance work on the plant HVAC system. The Company reserves the right to call in contract staff to deal with equipment breakdown, malfunction or other unexpected service requirements.

APPENDIX "D" APPRENTICESHIP PROGRAM

ARTICLE 1

STANDARDS AND PURPOSE

(a) Apprentice Standards

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, and its Local Union 1075.

(b) Purpose

The purpose of these standards is to make certain that extreme care is exercised in the selection of men/women and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further assurance of the Company of proficient workers at the conclusion of the training period.

ARTICLE 2

DEFINITIONS

- (a) The term "Company" shall mean Bombardier Inc., Mass Transit Division, Thunder Bay Plant.
- (b) The term "Union" shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation and General Workers Union of Canada, CAW And its Local Union 1075.
- (c) "Registration Agency" on labour standards shall mean the Industrial Training Branch, Ministry of Skills Development. "Registration Agency" for the apprentice as a student, covering related instruction, shall mean the Lakehead Board of Education.
- (d) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as

an apprentice and his/her parent or guardian if he/she is a minor, which agreement of indenture shall be approved by the Secretary of the Joint Apprenticeship Committee and registered with the Registration Agencies.

- (e) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he/she has been assigned under these standards and who is covered by a written agreement with the Company providing for his/her training in accordance with these standards of apprentice-ship and who is registered with the Registration Agencies.
- (f) "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.
- (g) "Supervisor of Apprentices" shall mean the person employed by the Company or the person assigned the responsibility to perform the duties outlined in these standards of apprenticeship.
- (h) "Standards of Apprenticeship" shall mean this entire document, including these definitions.

ARTICLE 3

APPLICATIONS

Applications for apprenticeship will be received by the Human Resources Department of the Company from applicants considering themselves eligible under this program of training, and after consideration and investigation by the Human Resources Department eligible applications will be turned over to the Joint Apprenticeship Committee for final approval or disapproval.

ARTICLE 4

APPRENTICESHIP ELIGIBILITY REQUIREMENTS In order to be eligible for apprenticeship under these standards the applicant must meet the following qualifications:

- 1. Grade 12 education inclusive of grade 12 mathematics.
- 2. a) Must be a minimum of 16 years of age for new hires.
 - b) Where suitable applicants are available from the Bargaining Unit, as determined by the Joint Apprenticeship Committee, they shall be selected before outside hires.
- 3. Exceptions to these requirements may be made by the Joint Apprenticeship Committee for applicants who have unusual qualifications which may apply to the apprenticeship.

ARTICLE 5

CREDIT FOR PREVIOUS EXPERIENCE

Employees of the Company and those who have had previous employment experience, who desire to become apprentices and are selected may be allowed credit in accordance with these Standards for applicable experience, after their record has been checked and evaluated by the Joint Apprenticeship Committee. Evaluated work experience must have been gained under an apprenticeship program or under a trainee, upgrading and/or changeover program and not in a trade school or vocational school.

ARTICLE 6

TERM OF APPRENTICESHIP

The term of apprenticeship shall be established by these apprenticeship standards in accordance with the Schedule of Work Processes and related instructions attached hereto.

ARTICLE 7

PROBATIONARY PERIOD

The first 600 hours of employment for every apprentice shall be a probationary period. During his probationary period the apprenticeship agreement may only be cancelled as outlined in Article 14 (d), below. The Registration Agencies shall be advised of all such cancellations.

ARTICLE 6

HOURS OF WORK

Apprentices shall work the same hours and be subject to the same conditions regarding overtime as the Skilled men/women employed by the Company. In case an apprentice is required to work overtime, he/she 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 Journeypersons established by these Standards, is maintained.

ARTICLE 9

RATIOS

Except as provided below, the ratio of apprentices to Journeypersons shall be one (1) apprentice to each five (5) Journeypersons employed.

The ratio may be amended as the Company's need for Journeypersons arises on the approval of the. Joint Apprenticeship Committee.

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

When the ratio in any trade is greater than one (1) apprentice to each five (5) Journeypersons-and layoffs **become necessary**, the ratio of apprentices to Journeypersons shall revert to one (1) apprentice for each five (5) Journeypersons.

Should a requirement be identified for a third Pipefitter on a permanent basis, the requirement for a third position will be filled by a Pipefitter Apprentice. The ratio of apprentices to Journeyperson Pipefitter shall be one (1) apprentice to two (2) Journeypersons employed for a first apprenticeship position; thereafter, the ratio shall revert to one (1) apprentice to every five (5) Journeyperson Pipefitters employed.

ARTICLE 10

DISCIPLINE

The Committee shall have the authority to recommend to the Company the appropriate discipline for an apprentice at any time for **cause** such as:

- (a) inability to learn
- (b) Unreliability
- (c) Unsatisfactory work
- (d) Lack of interest in his/her work or education
- (e) Improper conduct
- (f) Failure to attend classroom instructions regularly.

ARTICLE 11

WAGES

 11.1 (a) Employees of the Company with more than three
 (3) years seniority, who qualify and are accepted into the "Apprenticeship Training Program" shall be paid a progressively increasing schedule of wages as follows:

1 st 2000 hours

- not less than 65% of Journeyperson's rate

Next 3000 hours

- not less than 90% of Journeyperson's rate Next 3000 hours

- not less than 95% of Journeyperson's rate After 8000 hours

- not less than 100% of Journeyperson's rate

(b) Apprentices with less than 3 years seniority:

1 st 1000 hours - not less than 65% of Journeyperson's rate 2nd 1000 hours

- not less than 70% of Journeyperson's rate 3rd 1000 hours

- not less than 75% of Journeyperson's rate 4th 1000 hours

- not less than 80% of Journeyperson's rate

5th 1000. hours - not less than 85% of Journeyperson's rate 8th 1000 hours

- not less than 90% of Journeyperson's rate

7th 1000 hours

- not less than 95% of Journeyperson's rate

- 8th 1000 hours not less than 95% of Journeyperson's rate After 8000 hours

- not less than 100% of Journeyperson's rate

- 11.2 Schedule of wage progression for non-apprenticeable trades.
 - Welder Combination (Certified) Maintenance and Tool & Die
 - Experimental Worker

- Heat Treater Tooling
- Tool & Instrument Gauge Repairman Precision
- 0 to 6 months
- \$0.30 less than Journeyperson's rate
- 6 months to 1 year
- \$0.25 less than Journeyperson's rate
- 1 year to 1 -1/2 years
- \$0.20 less than Journeyperson's rate
- 1 -1/2 years to 2 years
- \$0.10 less than Journeyperson's rate
- After 2 years
- Journeyperson's rate
- 11.3 (a) The apprentice shall be paid his regular hourly rate for actual school attendance.
 - (b) The apprentice shall also receive the annual improvement factor for all cost of living increases that are accorded all other plant employees, where such contract provisions exist.
 - (c) Hours spent in classroom instruction shall not be considered as hours of working in computing overtime.
 - (d) Apprentices who are given credit for previous experience shall be paid, upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.

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

(e) When an apprentice has successfully completed the designated hours of training/schooling, he/she

will be paid 95% of Journeyperson's rate until his/her attainment of the Government trade certificate (Certificate of QualIfication). Until such time as an apprentice successfully writes the final exam, he/she will be considered an apprentice with no Journeyperson status, rights or privileges. Upon **attaining** the Trade Certificate, apprentices will be considered Journeypersons and will be back-paid the **difference** between his/her rate and that of 100% of a Journeyperson's rate retroactive to the date of completion of the designated hours of training. Any variance from this policy must be agreed upon by the Joint Apprenticeship Committee.

ARTICLE 12

RELATED INSTRUCTION AND SCHOOL ATTENDANCE

(a) Each apprentice shall enroll and attend classes as instructed by the Joint Apprenticeship Committee.

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

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

(b) Classroom instruction shall be supplied in the appropriate trades by the appropriate Educational Institution and shall be considered as part of this apprenticeship program.

ARTICLE 13

JOINT APPRENTICESHIP COMMITTEE

There is hereby established a Joint Apprenticeship Committee as defined in Article 2 (f) above. This Committee shall be composed of equal numbers, half of whom shall represent the

Company and half of whom shall represent the Union. The Committee shall elect a Chairman and a Secretary and vice versa. The Committee shall meet at least once every two (2) months or on call of the Chairman or Secretary or any two members of the Joint Committee. It shall be the duty of the Committee:

- 1. To see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept, as well as the benefits he/she will receive. This will allow the Committee to designate whom they choose as interviewers, not necessarily CommIttee members.
- 2. To accept or reject applicants for apprenticeship after the preliminary examination by the Human Resources Department of the Company, and to maintain a list of eligible applicants in the chronological order in accordance with their date of filing of application.
- 3. To place apprentices under agreement.
- 4. To hear and decide on all questions involving apprentices which relate to their apprenticeship.
- To determine whether the apprentice's scheduled wage increase shall be withheld in the event that he/she is delinquent in his/her progress.
- 6. To offer constructive suggestions for the improvement of training on the job.
- 7. To certify the names of graduate apprentices to the Registration Agencies and recommend that a certificate of Completion of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless approved by the Committee.
- 8. Upon successful completion of trade school and required hours spent in the trade, the Apprenticeship Committee will arrange for the Apprentice to write the Government trade certificate examination. Apprentices will normally be required to sit such an exam within **sixty** (80) calendar days of completion of required hours and of Trade School.

will be paid 95% of Journeyperson's rate until **his/her** attainment of the Government trade certificate (Certificate of **Qualification**). Until such time as an apprentice successfully writes the final exam, he/she will be considered an apprentice with no Journeyperson status, rights or privileges. Upon **attaining** the Trade Certificate, apprentices will be considered Journeypersons and will be back-paid the difference between his/her rate and that of 100% of a Journeyperson's rate retroactive to the date of completion of the designated hours of training. Any variance from this policy must be agreed upon by the Joint Apprenticeship Committee.

ARTICLE 12

RELATED INSTRUCTION AND SCHOOL ATTENDANCE

(a) Each apprentice shall **enroll** and attend classes as instructed by the Joint Apprenticeship Committee.

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

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

(b) Classroom instruction shall be supplied in the appropriate trades by the appropriate Educational Institution and shall be considered as part of this apprenticeship program.

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- To accept or reject applicants for apprenticeship after the preliminary examination by the Human Resources Department of the Company, and to maintain a list of eligible applicants in the chronological order in accordance with their date of filing of application.
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9. In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

ARTICLE 14

SUPERVISION OF APPRENTICES

- (a) Apprentices shall be under the general direction of a person charged with this responsibility by the Company and under the immediate direction of the supervisor of the department to which they are assigned while working with a Journeyperson to whom assigned.
- (b) Each apprentice shall be moved from assignment to assignment in accordance with the predetermined schedule of work processes. No apprentice may be retained on any particular assignment for a period longer than that stipulated unless permission is granted by the Joint Apprenticeship Committee.
- (c) Adequate records shall be kept by someone designated by the Company who shall make such records available to the Joint Apprenticeship Committee for their approval or disapproval at least once every two (2) months.
- (d) The person charged with the responsibility of being in charge of the apprentice will, if he finds an apprentice shows lack of interest or does not have the ability to become a competent Tradesperson, place all the facts before the Joint Apprenticeship Committee for their decision. The Committee will then recommend the action it deems necessary, including continuation of probationary status, repeating of a specified process or series of processes or termination of the apprenticeship. If terminated, the Registration Agencies shall be advised along with the reason therefore.

ARTICLE 15

CONSULTANTS

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

ARTICLE 16

SENIORITY

The apprentices will exercise their seniority in their own groups, For example, if there are four apprentices in the Tool & Die Department 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.

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

ARTICLE 17

APPRENTICESHIP AGREEMENT

"Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice, and his/her parent or guardian (if he/she is a minor) which agreement shall be approved by the Secretary of the Committee and registered with the Registration Agencies. Every apprenticeship agreement entered into under these standards of apprenticeship shall contain a clause making the standards part of the agreement with the same effect as if expressly **written** therein. For this reason every applicant (and his/her parent or guardian **if** he /she Is a minor) shall be given an opportunity to read the standards before he/she signs the **apprentice**-

ship agreement. The following shall **receive** copies of the apprenticeship agreement:

- The Apprentice
- 2. The Company
- 3. The Joint Apprenticeship Committee
- 4. The Registration Agencies
- 5. The Local Union

ARTICLE 18

CERTIFICATION OF COMPLETION OF APPRENTICESHIP

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

ARTICLE 19

MODIFICATION OF **STANDARDS**

These standards of apprenticeship may be amended or a new schedule added at any time on the approval of the Joint Apprenticeship Committee and final approval of the Company and the National Union, C.A.W.

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

ARTICLE 20

GENERAL

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

ARTICLE 21

TOOL ALLOWANCE

On completion of the probationary period, each apprentice shall be furnished by the Company, a tool box.

The apprentice during the course of his training shall be instructed by the Joint Apprenticeship Committee to purchase certain tools of his trade which will be made available to him, by the Company, at cost through payroll deduction.

Schedule of Work Processes For Carpenter Apprentice

Shop Training Schedule 1.Basic Carpentry Use of Caroenter Hand Tools, Wood worker Machines, Layout and Planning.	Hours of Work 1500
 Construction & Installation Buildings, Machine Footings, Forms, etc., Production Equipment, Office Construction. 	2300
 Maintenance & Repair B u i I d i n g s , Production Equipment, Off ice. 	2028
 Advanced Carpentry Special Furniture. D e s k s , Tables, etc. 	700
5. Optional	896
6. Safety Instruction	
SUB-TOTAL 7424	
Suggested Related Training: Math & Metric Science Shop Drawing Unassigned to include Safety	180 72 108 144 72
SUB-TOTAL 575 Shop & Related Training	576
TOTAL HOURS	8000

Schedule of Work Processes For Electrician Construction Maintenance Apprentice

	Hours of Work
Related Training & Trade Theory	1000
Safety	300
Electrical Construction	1750
General Maintenance	1000
Cranes & Elevators	450
Electrical & Electronic	2000
Equipment & Controls	
Power House Maintenance	1000
Welding Equlpment	900
Power House Construction	600
TOTAL	9000

Schedule of Work Processes For General Tool Machinist All Around Apprentice

	Hours of Work
Tool Crib	100
Safety	100
Bench	400
Radial Drill	200
Lathes	2400
Milling Machine	2400
Shaper, Planer & Slotter	500
Precision Grinding	500
Jig Sorer & Other	500
Precision Machines	
Related Training	900
TOTAL	8000

Schedule of Work Procedures For Heavy Duty Equipment **Mechanic** Apprentics

- 4b		
		Hours of Work
Chassis an	d Springs	500
Front Axle	and Steering	600
Differential	assy. and rear axle assy.	600
Transmissio	on Clutch	1000
Motors (gas	s and diesel)	1926
Brakes:	(a) Electrical	100
	(b) Mechanical	100
	(c) Hydraulic	100
	(d) Vacuum	100
Tune-up in	cluding carburation and ignition	900
Electrical		700
Cooling		200
Fuel Pump		100
Related Ins	struction	672
TOTAL		8000

Schedule of Work Processes For Millwright Apprentices

	Hours of Work
Dismantling, moving, erecting machinery and equipment	2000
Repairing and rebuilding pulleys, belting, conveyors, cranes, elevators, furnaces, shot blast	2000
Repairing and rebuilding conveyor drives and replace speed reducers and reduction boxes	1000
Floor layout and installation of machinery and equipment	1326
Installation of electric motors (does not include wiring)	500
Steel fabrication and miscellaneous iron	500
Related instruction	672
TOTAL	8000

Schedule of Work Processes For Pipefitter Apprentice

Pipefitter Apprentice		
	Hours of Work	
Pipe fabrication	600	
Installation and maintenance of high and low pressure process piping, including air acids, paint, gas, oil, steam and water, ammonia	2200	
Installation and maintenance of steam and hot water heating systems with high and low pressure	2024	
Installation of piping for waste, soil, sewage, vent and leaders	600	
Installation and connection of fixtures used in the plumbing and drainage system	592	
Repairing of globe, gate, safety and regulating valves, steam traps, air vents and radiators	412	
Installation and maintenance of piping or air conditioning and refrigeration systems	500	
Related instruction	672	
TOTAL	6000	

SCHEDULE 7 Schedule of Work Processes For Toolmaker Apprentices

Toolmaker Apprentices		
	Hours of Work	
Related Training & Trade Theory	900	
Safety	100	
Tool Crib	100	
Bench Work	2600	
Drilling	500	
Grinding	500	
Metallurgy	100	
Milling Machine	1000	
Shapers, Planers, Slotter	300	
Boring Mills	300	
WeldIng & Brazing	100	
Lathe	1000	
Optical	300	
Miscellaneous	200	
TOTAL	8000	

The above schedules are to be used as a guide only, subject to recommendations by the Joint Apprenticeship Committee. These Standards of Apprenticeship are to be under the supervision of a Joint Apprenticeship Committee.

Signed this **21st** day of November to officially implement this document as the Collective Agreement between the following parties:

Bombardier Inc., Mass Transit Division, Thunder Bay Plant

REPRESENTING

THE COMPANY UQ.

R. G. Halstead

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANS-PORTATION AND GENERAL WORKERS UNION OF CANA-DA, C.A.W., AND ITS LOCAL UNION 1075.

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REGISTRATION AGENCIES AND CONSULTANTS

Representing the Industrial Training Branch, Ministry of Skills Development.

Representing the National Union, C.A.W. Skilled Trades Department.

Representing the Lakehead Board of Education.