

**AGREEMENT
between**



**BOMBARDIER INC.
TRANSPORTATION EQUIPMENT GROUP
THUNDER BAY PLANT
and
LOCAL 1075
NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
UNION OF CANADA**



JUNE 1, 1993 - MAY 31, 1996

**THE CAW SKILLED TRADES
AGREEMENT FORMS
PART OF THIS GENERAL AGREEMENT
WITH CAW, LOCAL 1075,
NEGOTIATED FOR THE PERIOD
JUNE 1, 1993 - MAY 31, 1996**

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**THIS AGREEMENT MADE AND
ENTERED INTO BETWEEN**

**BOMBARDIER INC.
TRANSPORTATION EQUIPMENT GROUP
THUNDER BAY PLANT**

Thunder Bay South, Ontario
and any other plants of the Company
located in what is generally known as
the **Lakehead** area.
(hereinafter referred to as the "Company")

-AND-

**LOCAL 1075
NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
UNION OF CANADA
(C.A.W. CANADA)**

(hereinafter referred to as the "Union")

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 machinery for the prompt and equitable disposition of grievances 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 and boiler room 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

- 4.1 The Company agrees that there will be no discrimination, 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.
- 7/1
4.2 It is mutually agreed that the Company and the Union will not discriminate against any employee in regard to **training**, up grading, promotion, transfer, discharge, layoff, recall, or other working conditions, or because of race, creed, colour, sex, national origin, **political** affiliation, marital status or handii.

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 representatives, 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 cooperate in the administration of the Agreement. The President, or if absent, the Vice President of the Local, will be an ex officio 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 to 45 | (inclusive) employees | ▪ | 1 Steward |
| 46 to 60 | (inclusive) employees | ▪ | 2 Stewards |
| 81 to 115 | (inclusive) employees | ▪ | 3 Stewards |
| 116 to 150 | (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 rate 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 Vi-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 Vi-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
- Zone 2 - **"A"** Bay
- Zone 3 - **"O"** Bay
- Zone 4 - **"C"** Bay
- 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 Vi 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, typewriter, chairs, telephone and filing cabinets.

ARTICLE 8

8.0 Permission to Leave Department

- 8.1 Before leaving his regular Company duties, a Steward or 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.

- 8.2 Before **entering** a department other than his own, a 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.
- d) 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 discussion.

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 delegate 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) K. A. Hinnegan | (4) E. E. Palmer |
| (2) O. B. Shime | (5) P. J. Brunner |
| (3) J. D. O'Shea | (6) M. R. Gorski |

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.
- 12.10 A 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 be appealed to an Arbitrator, by either party, selected as herein provided.

ARTICLE 14

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 **re-**removed from the employee's Company records and shall not be used against that employee in any future disciplinary **ac-**

tion. 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 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 **lay-off** 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. **How-**ever, 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 again have to serve the sixty (60) working days probationary period, but he **will** be entitled to receive all benefits as spelled out in Article 46, Appendix **"C"** and Appendix **"D"** 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 greater. This

clause shall **only** apply to employees who are rehired after having lost their seniority through extended layoff.

- 152 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 1076 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 **Com-**

pany 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 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 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.

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ARTICLE 16

16.0 Seniority Rights, Termination Of

- 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.
 - If an employee is discharged and such discharge be not reversed through the grievance procedure.
 - If the employee absents himself from work for more 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.
 - 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) 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 without entitlement to benefits or vacation and pension credits, nor shall his seniority accumulate from date of recall. During the seven (7) working days following **notice** of recall, such employees will provide the Company with documentation confirming their enrolment 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.

2/9/99
f) Layoffs for a **period** in **excess** of accrued seniority at the date of layoff, up to a maximum of two (2) years in case of employees with seniority five (5) years or less. Employees with over **five** (6) 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.

2/9/99
b) 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.

2/9/99
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 qualified to perform the duties of the employees they replace.

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.

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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 in which he has not worked for twelve (12) months, 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 **"G"**, then in **all classifications** they have **credited**. Such employees will go to related classifications first prior to bumping into other **classifications**.

2. 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.

3. 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.
 5. Employees will not be recalled to related classifications. Transfer to related classifications applies **only** in case of layoff, and not in cases of recall.
 6. **All classifications** lost (**after** a refusal on **layoff**) will be reinstated on the employee's file (**17.2(c)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.
 6. 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.
- 17.4 a) Executive **Officers, Bargaining** Committee members and Stewards will be **retained** in the employ of the 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 perform. Executive **Officers**, when capable and willing to **per-**

form the work. shall replace the junior employees in the plant. These replacements shall take place on the first and fifteenth 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 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.

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- 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 a) Except as a result of reduction of staff in his own occupational classification, an employee shall not be transferred to a lower paid occupational classification without his consent. If transferred for the convenience of the Company for a temporary period, an employee shall continue to receive his present pay rate or the new rate, whichever is higher. Such temporary transfers will not be used to avoid the **recall** or layoff procedure. Where 'temporary' is mentioned in this Article it will mean a **period** of less than thirty **(30)** working days.
- b) No employee will be transferred into an occupational classification which he does not presently hold. It is understood that this Article is not to be associated with Article **38**.

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 duration 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 the Union. Proven illness or accident will be considered as good and sufficient reason. Court convictions of up to sixty (60) days duration will be covered by Leave of Absence. The Company and the Union mutually agree to extend the **sixty** (60) day **period** in extenuating **circumstances**.

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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.

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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 **Mayorality** position. There will be no lose of seniority during the first term, but thereafter the provisions of Article 15, **Clause** 3 (a) and (b) will apply with respect to accumulation of seniority.

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f) The Company agrees to pay Into **a special** fund one cent per hour per employee for all compensated hours for the purpose of providing such education leave. Sald paid 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 C.A.W. 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.

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018* Pregnant employees shall be allowed maternity leave in accordance with the Employment Standards Act. Employees on such leave **shall** accrue seniority, vacation and pension **credits** in accordance with Article 19.1 (a).

ARTICLE 20

20.0 Posting of Jobs

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- 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 seven (7) job posting boards within the Plant, for a **period** of three (3) regular working days. Copies will be provided to the Union for display at the Union's downtown office. Any employee with **seniority** wishing to apply, **shall** do so on forms to be supplied by the Company and available from the Bargaining Committee .
- 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.
- a) In favour of the applicant **who** already holds the **classification** 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.
 - c) If no **applicant** is **qualified** under (a) above, then 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.
 - d) In the event that no applicant is eligible under (a) or (b) 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 Union. **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 **Leadhand** or 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 or Leadhands In the work station involved, the position will be posted. Where a majority of employees in any group are welders, an employee promoted to **Leadhand** or Chargehand over that group must hold a welder's **classification**.
- 20.6 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, job **will** be posted.
- Temporary vacancies due to sickness, vacation **and/or** absence in excess of **the** above period, 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.
- Effective the date of ratification, all employees who work **temporarily** in a **classification** through the job bid procedure will not be credited **with** the classification, however their **experience** will be recorded on their personnel file.

ARTICLE 21

21.0 Bulletin Boards

- 21.1 a) The Company will provide seven (7) 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.
 - 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 ~~condi-~~tion 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 **trans-**ferred.
- 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 the 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 **Fi-**nanclal Secretary of Local 1075.
- 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.

ARTICLE 23

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23.0 Regular Work Week

- 23.1 The regular work week shall be **five** (5) days of eight (8) hours each, Monday to **Friday** inclusive.

ARTICLE 24

24.0 Daily Hours of Work

- 24.1 Daily hours of work shall be 8:00 a.m. to **4:30** p.m. less **one-half** hour for lunch (unpaid) for the day shift.

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w* 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 three shift operations, there shall be a twenty minute lunch **period** paid for at regular rates. The hours of such **shifts** shall be 8:00 a.m. to 4:00 p.m.: 4:00 p.m. to 12 midnight and 12:00 midnight to 8:00 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.

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 (18) 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 period.

- 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 omission 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 or **Time** Checker.

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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.
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ARTICLE 28

28.0 Call-in Allowance

- 28.1 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.

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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 Premium

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 (40) cents per hour.
- b) Midnight shift starting at 12:00 midnight
 - Effective signing date forty-five (45) 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 double time thereafter.

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b) 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.

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

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d) As far as is practical, overtime In a specific classification, shall be distributed equally among employees 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.

e) 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 **Mid-** night 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. 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.
- 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.

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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 injury 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.
- 63) B, c, e* 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 payment he received for such jury service or subpoena. The employee will present proof of service or subpoena and of the amount of pay received.**

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Payment for the above jury service or subpoena shall **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 paycheques necessitated because of errors or omissions will be made on the employee's next following cheque. 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, **1993**, upon presentation of a receipt from a retail outlet, the Company will pay an allowance of \$55.00 per employee per year for the purchase of safety shoes.

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No employee will be disciplined for refusing to use unsafe equipment or perform 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 C.O. 1 as amended by (S.O. 1992 C. 14, S.2). He shall immediately 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 operating 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 502 of the Occupational Health and Safety Act, RSO 1990 CO. 1 as amended by S.O. 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 employee, 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) persons from among the C.A.W. members of the Company 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**.

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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**.

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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.

- 33.6 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.
- 33.8 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.
- b) Should there be 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 Company and the Union, be assigned other duties In keeping with the 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.
- 12/2* 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 Living

- 35.1 One dollar and eleven (\$1.11) Cost of Living accrued during the life of the previous Agreement to be folded in.
- 35.2 Cost of Living Adjustments **shall** be effective August 1993, November 1993, February **1994**, May 1994, August **1994**, and quarterly thereafter during this Agreement and until the signing of a new contract.
- 35.3 **These adjustments shall be based on a comparison between the base figure ~~407.2~~ and the equivalent index figure published in August 1993, 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 upwards or downwards, except that a drop in the Index Figure below the base figure shall not result in a decrease below the level of wage rates in force on June 1, 1993.

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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 employee or his spouse, spouse's grandparents, stepchild, 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 **con-**

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firmed 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 recompense for regular wages lost.

ARTICLE 38

38.0 Classification of Employees

- 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 classification description.
- b) An employee may be required to perform operations which are not described, providing they are related to his job classification. An employee will not be required to perform in another classification, except on a temporary basis, not to exceed three (3) working days.
- c) In the context of Article 38 'temporary basis' shall be deemed to include only such period of time as may be occasioned by short term sickness, absenteeism, failure to show for overtime, court appearances, bereavement, transfer or recall of employees.
- In no instance shall 'temporary basis' exceed three (3) working days, unless by mutual consent and be confined to the product line concerned.
- In the application of Article 38, the Company agrees it will advise the Union daily of all employees working out of classification, and the above will not prevent the Union or employees from following the grievance procedure.
- 38.2 In the event of an employee transferring to a higher rated classification, he shall be paid at least the minimum rate for the highest classification. It is understood that such transfer will not result in the reduction of an employee's wage rate in the case of promotion.
- 38.3 Nothing in the application of the terms of this Agreement shall serve to reduce the wage rates of any present employees at the time of its execution.

33.4 The following is a list of **classifications** which have been **combined** or deleted.

CLASSIFICATIONS

New Classification	Classification Encompassed
Electrical Assembler	Was Electrical Assembler II
Electrical Tester & Inspector I	Check & Test Electrician Inspector Electrical
Finisher	Electrical Assembler I
General Machine Operator N.C.	N.C. Plasma Punch N.C. Router Operator
Heat Treater General	Deleted
Lake Erie Hydro Press Mechanic	Deleted
Material Expediter	Attendant Tool Crib Data Base Material Expediter
Material Shipper-Receiver	Rail Car Shipper
Mechanical Inspector I	Was Inspector I
Mechanical Inspector II	Was Inspector II
Mechanical Tester I	Air Condiioning Technician Check&Test Air Technician
Mechanical Tester II	Was Check and Test Mechanic
Metal Processor	Shot Blast Operator
Plasma Am Burner Operator	Deleted
Plater General	Deleted
Power Brake Operator	Power Brake Operator Heavy Power Brake Operator Light
Production Assembler	Floor Installer
Production Machine Operator	Buffalo Roll Operator Famhem Roll Operator Roll Operator
Resistance Welding Operator	Was Welder Spot
Saw Filer & Setter	Deleted

Sewing Machine Operator	Deleted
Spray Painter Final Line	Was Spray Painter Final Line I
Steel Pitter Layout	Deleted
Surface Preparer	Spray Painter If Undercoater Prime Painter
Upholsterer	Deleted
Welder 'A'	Aluminum Welder Welder Am Structural
Welder "B"	Aluminum Welder Welder Am Structural
Welder Brazing	Was Welder Structural

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 Leadhand And Chargehand

- 40.1 A Leadhand, responsible for no less than three (3) employees, and no more than ten (10) employees, **shall be paid** a bonus of forty-five cents (45) per hour over his own **classification** rate or over the highest paid employee under **his supervision**, whichever is greater.
- 40.2 A Chargehand must have eleven (11) or more employees under his supervision and shall be paid a bonus of seventy-**cents** (75) per hour over his own classification rate or over the **highest paid** employee under his supervision, whichever is greater.

No **Leadhand** shall have the **same** employee(s) under his supervision as another **Leadhand** on the same shift. No **Chargehand** shall have the same employee(s) under his supervision as another Chargehand on the same shift.

ARTICLE 41

41.0 Duties of Leadhands And Chargehands

- 41.1 Duties of Leadhands and Chargehands **shall** be as follows:
To Supervise and be responsible for the **work** of the **respective** number of employees in their charge. When Leadhands and Chargehands are not occupied with **supervisory** duties, they will perform the duties of their own **classification**. 'Supervise' means to oversee and direct his men. 'Responsible for' means answerable to **his** Supervisor for **properly carrying out** the duties of supervision.
- 41.2 Duties of Supervision
- a) To see that employees In his charge are **steadily** and continuously engaged in work duties of their **respective classification**.
 - b) To see that the work **load** is **fairly** distributed among employees in his charge.
 - c) To endeavour to maintain steady flow of work and ensure that men in his charge are **continuously** occupied **with** work for **which** they are hired.
 - d) To ensure that the ratio of work to employees Is **maintained** In balance, **i.e.** the group is Increased or decreased with relation to changes in the **volume** of work available.
 - e) To receive and **instruct** employees of **his** group.
 - f) To ensure that all employees are meeting established normal levels of work produced.
 - g) To ensure that his employees are **working within** the Conditions laid down by Union Contracts.
- 41.3 Responsibility for **Supervision**
Responsible for carrying out the above Duties of **Supervision**. The Leadhands or Chargehands are required to report to the Supervisor any cause or reason **which** he cannot handle or overcome in carrying out **his** duties of supervision. In his authority to supervise, the **Leadhand** or Chargehand may check employees In **his** group. The **Leadhand** or **Chargehand** is not **authorized** to reprimand, **penalize** or promote employees in his group, but is **authorized** to report job or conduct failure to his Supervisor.

ARTICLE 42

42.0 New and Changed Classifications

42.1 **Immediately** following the introduction of a **classification** not shown **in** this Agreement or of substantial change⁸ 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 fifteen (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.

42.2 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.
- c) 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) member⁸ of the Union and two (2) member⁸ 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 43

43.0 Paid Plant and Statutory Holidays

The following **Article** shall **replace** the present **Article 43** and Appendix **"C"**:

43.1 The following ten (10) named Holiday⁸ 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.

53/130

ASSIGNED DAYS

	1993	1994	1995	1996
New Year's Day		Dec. 31	Jan. 2	Jan. 1
February 24th		Feb. 21	Feb. 24	Feb. 23
Good Friday		April 1	April 14	April 5
Victoria Day		May 23	May 22	May 20
Dominion Day	July 2	July 1	June 30	
Civic Holiday	Aug. 2	Aug. 1	Aug. 7	
Labour Day	Sept. 8	Sept. 5	Sept. 4	
Thanksgiving Day	Oct. 11	O c t . 1 0	Oct. 9	
Christmas Day	Dec. 24	Dec. 26	Dec. 25	
Boxing Day	Dec. 27	Dec. 27	Dec. 26	
floating Day	Dec. 28	Dec. 28	Dec. 27	
Floating Day	Dec. 29	Dec. 29	Dec. 28	
Floating Day	Dec. 30	Dec. 30	Dec. 29	

43.2 For the duration of the Collective Agreement, there **will** be the **following** Christmas **Shutdown** floating Holidays:

In **1993** three (3) floating days will be regarded as **paid** holidays:

December 28, December **29**, December 30. In **1994** three (3) floating days will be regarded as paid holidays. They **shall be:** December 26, December **29**, December 30. In **1995** three (3) floating days will be regarded as paid holidays. They shall be: December 27, December 26, December **29**.

43.3 To become eligible for the holidays **in** 43.1, an employee must have at least sixty (60) working days seniority with

the Company. (Refer to **Article 15**, paragraph 1 **(b)** for re-hires).

- 43.4 An employee must have worked his fast scheduled shift before and his first scheduled shift 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.
- 43.5 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.
- 43.6 *Handwritten initials* Time worked on the holidays listed above, including **floating** holidays, **shall be paid** for at the rate of double time, **with** a day off with pay in lieu of the holiday worked.
- 43.7 Should a holiday listed in this Appendix fall on a Sunday, it shall **be** observed on the following Monday.
- 43.8 Should a holiday listed in this **Appendix** 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.
- 43.9 A **paid** holiday shall not be counted as part of an employee's paid vacation **period**.
- 43.10 Should an employee be **laid** off five (5) working days prior to a paid holiday, or fifteen (15) working days In the instance of Christmas Plant Shutdown he shall be paid for the Holiday.
- 43.11 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.

ARTICLE 44

44.0 Vacation With Pay

- 44.1 a) All employees covered by this Agreement will **receive** vacation with pay 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.
- It is the employee's responsibility to make prior arrangements with the supervisor to take any holiday entitlement in excess of the plant shutdown.
- 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 this fast 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.
- 9) Vacations will be scheduled throughout the year as far in advance as possible, giving due regard to departmental production requirements and seniority. Where an employee has made verifiable **travel** or other arrangements for a vacation scheduled by the Company and the employee, such scheduling will 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 allotted



in 'One Week' cheques (effective May 31st of each year) and will be given out **only** as holidays are being taken. If holiday cheques are not made available by June 1st of each holiday 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.

ARTICLE 45

45.0 Termination Clause

- 45.1 This Agreement **shall** remain in effect until May 31, **1996**, 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.
- 45.2 Where any changes have been made in terms of the previous Agreement, such changes will be effective the date of **ratification**, with the exception of the wages and **classification** changes granted under Article 34 and Appendix 'A'.
- 45.3 Any grievance filed or pending prior to the date of **ratification**, will be settled under the terms of the previous Agreement.

ARTICLE 46

46.0 Notice of Amendment or Termination

- 46.1 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.

- 46.2 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 47

47.0 Social Security

- 47.1 All employees covered by this Agreement shall upon completion of sixty (60) working days participate in a Benefit Plan in accordance with Appendix "C" attached to this Agreement.
REFER TO ARTICLE 15, \\
PARA, l(b) FOR REHIRES

ARTICLE 48

48.0 Pension Plan

- 48.1 The Non-Contributory Pension Plan instituted January 1st, 1963, and as amended at negotiations is supplemental to this Agreement.

ARTICLE 49

49.0 Appendices

- 49.1 Appendices A,B,C,D,E,F and G form part of this Agreement.

ARTICLE 50

50.0 No Strike

- 50.1 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 51

51.0 Subcontracting

- 51.1 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.

- 51.2 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 on warranty work.
- 51.3 In skilled trades, apprentice mtios 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.

ARTICLE 52

52.0 New Technology

52.1 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 intent of such discussion is to have the Company **retrain** those senior employees so affected who express a **desire to** learn and who have in the opinion of the Company, 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.

52.2 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 53

53.0 Severance Pay

53.1 An Employee shall receive **severance** pay in **accordance** with the provisions of the Employment Standards Act and at no time shall receive less **severance** pay **than** provided for in the Current Act.

30/1 31/10 32/99 33/99

SIGNING DATE

THIS AGREEMENT is hereby duly executed by the said
parties this 22nd day of September, 1993

FOR:

**LOCAL 1075
NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
UNION OF CANADA
(C.A.W.-CANADA)**

Tom Murphy, President and Bargaining Committee 'A' Bay
Charles **Meeking**, Chairperson and Bargaining
Committee, Building **"7"**
Al **Dingwell**, Vice-Chairperson and Bargaining
Committee, Building '6'
James Vis, Bargaining Committee Skilled Trades
Paul Pugh, Bargaining Committee **"B"** Bay
Albert Lipka, Bargaining Committee "C" Bay
Vince Bacci, Bargaining Committee
Press Shop & Maintenance
Bob Chemecki, National Representative

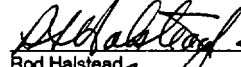
FOR:


**BOMBARDIER INC.
TRANSPORTATION EQUIPMENT GROUP
THUNDER BAY PLANT, THUNDER BAY,ONT.**

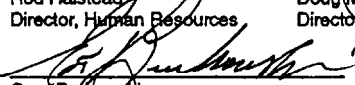
Rod Halstead, Director Human Resources
Doug Michie, Director Manufacturing
Gord Burkowski, Senior Human Resources Advisor
Pat Bagshaw, Secretary

Signed this 20th day of January, 1994, to officially implement this document as the Collective Agreement between the following parties:


Bombardier Inc., Transportation Equipment Group, Thunder Bay Plant

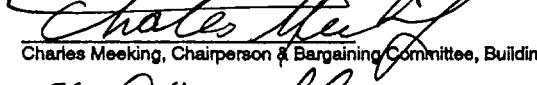

Rod Halstead
Director, Human Resources



Doug Michie
Director, Manufacturing



Gord Burkowski
Senior Human Resources Advisor


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



Tom Murphy, President & Bargaining Committee "A" Bay



Charles Meeking, Chairperson & Bargaining Committee, Building "7"

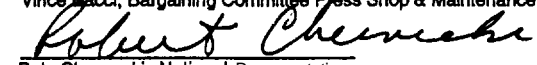

Al Dingwell, Vice-Chairperson & Bargaining Committee, Building "8"


James Vis, Bargaining Committee Skilled Trades


Paul Pugh, Bargaining Committee "B" Bay


Albert Lipka, Bargaining Committee "C" Bay


Vince Sacci, Bargaining Committee Press Shop & Maintenance


Bob Chemecki, National Representative

APPENDIX "A"
CLASSIFICATIONS - PRODUCTION

SOA

CLS NO.	CLASSIFICATION NAME	LABOUR GROUP	EFFECTIVE June 1. 1993			EFFECTIVE June 1. 1994			EFFECTIVE June 1. 1996		
			HFE	MIN	MAX	HFE	MIN	MAX	HFE	MIN	MAX
			010	Bi-level Side Panel Rivetter	4	16.86	17.11	17.31	16.96	17.21	17.41
035	Data Base Record Keeper	3	16.71	16.95	17.16	16.61	17.06	17.26	16.91	17.16	17.36
050	Electrical Assembler	2	16.56	16.81	17.01	16.66	16.91	17.11	16.76	17.01	17.21
055	Electrical Assembler L/O	4	16.86	17.11	17.31	16.96	17.21	17.41	17.06	17.31	17.51
058	Electrical Tester & Inspector I	6	17.16	17.41	17.61	17.26	17.51	17.71	17.36	17.61	17.81
061	Electrical Tester & Inspector II	4	16.66	17.11	17.31	16.96	17.21	17.41	17.06	17.31	17.51
067	Finisher	4	16.86	17.11	17.31	16.96	17.21	17.41	17.06	17.31	17.51
070	Glass Cloth Worker I	5	17.01	17.26	17.46	17.11	17.36	17.56	17.21	17.46	17.66
071	Glass Cloth Worker II	2	16.56	16.81	17.01	16.66	16.91	17.11	16.76	17.01	17.21
080	Inspector Mechanical I	6	17.16	17.41	17.61	17.26	17.51	17.71	17.36	17.61	17.81
085	Inspector Mechanical II	4	16.86	17.11	17.31	16.96	17.21	17.41	17.06	17.31	17.51
100	Labourer	1	16.41	16.66	16.86	16.51	16.76	16.96	16.61	16.86	17.06
104	Machine Operator General N.C	4	16.86	17.11	17.31	16.96	17.21	17.41	17.06	17.31	17.51
110	Material Expediter	4	16.86	17.11	17.31	16.96	17.21	17.41	17.06	17.31	17.51
112	Material Shipper-Receiver	3	16.71	16.96	17.16	16.61	17.06	17.26	16.91	17.16	17.36
115	Mechanical Tester I	6	17.16	17.41	17.61	17.26	17.51	17.71	17.36	17.61	17.81
116	Mechanical Tester II	4	16.86	17.11	17.31	16.96	17.21	17.41	17.06	17.31	17.51
120	Metal Processor	3	16.71	16.96	17.16	16.61	17.06	17.26	16.91	17.16	17.36
125	Office Cleaner	1	16.41	16.66	16.86	16.51	16.76	16.96	16.61	16.86	17.06
140	Oiler	4	16.88	17.11	17.31	16.96	17.21	17.41	17.06	17.31	17.51
145	Overhead Crane Operator	3	16.71	16.96	17.16	16.81	17.06	17.26	16.91	17.16	17.36
150	Painter General Maintenance	3	16.71	16.96	17.16	16.61	17.06	17.26	16.91	17.16	17.36
155	Pantograph Operator	4	16.86	17.11	17.31	16.96	17.21	17.41	17.06	17.31	17.51
175	Power Brake Operator	4	16.88	17.11	17.31	16.96	17.21	17.41	17.06	17.31	17.51
180	Power Shear Operator	3	16.71	16.96	17.16	16.61	17.06	17.26	16.91	17.16	17.36
165	Power Tube Bender Manual	3	16.71	16.96	17.16	16.61	17.06	17.26	16.91	17.16	17.36

BR

CLS NO.	CLASSIFICATION NAME	LABOUR GROUP	EFFECTIVE			EFFECTIVE			EFFECTIVE			
			June 1. 1993			June 1. 1994			June 1. 1995			
			HFE	MIN	MAX	HFE	MIN	MAX	HFE	MIN	MAX	
190	Pressure Diesetter	3	16.71	16.96	17.16	16.61	17.06	17.26	16.91	17.16	17.36	
195	Production Assembler	3	16.71	16.96	17.16	16.61	17.06	17.26	16.91	17.16	17.36	
200	Production Machine Operator	2	16.56	16.61	17.01	16.66	16.91	17.11	16.76	17.01	17.21	
205	Radial Drill Operator	4	16.86	17.11	17.31	16.96	17.21	17.41	17.06	17.31	17.51	
212	Saw operator	3	16.71	16.96	17.16	16.61	17.06	17.26	16.91	17.16	17.36	
220	Sign Painter	3	16.71	16.96	17.16	16.81	17.06	17.26	16.91	17.16	17.36	
225	Spray Painter Final Line	5	17.01	17.26	17.46	17.11	17.36	17.56	17.21	17.46	17.66	
3	226	Surface Preparer	4	16.66	17.11	17.31	16.96	17.21	17.41	17.06	17.31	17.51
	235	Sweeper Maintenance	2	16.56	16.81	17.01	16.66	16.91	17.11	16.76	17.01	17.21
	240	Timekeeper	3	16.71	16.96	17.16	16.61	17.06	17.26	16.91	17.16	17.36
	243	Tool & Die Improver	3	16.71	16.96	17.16	16.61	17.06	17.26	16.91	17.16	17.36
	250	Truck Driver	3	16.71	16.96	17.16	16.81	17.06	17.26	16.91	17.16	17.36
	260	Vehicle Driver	2	16.56	16.81	17.01	16.66	16.91	17.11	16.76	17.01	17.21
	262	Weld Inspector I	6	17.16	17.41	17.61	17.26	17.51	17.71	17.36	17.61	17.81
	263	Weld Inspector II	5	17.01	17.26	17.46	17.11	17.36	17.56	17.21	17.46	17.66
	265	Welder 'A'	6	17.16	17.41	17.61	17.26	17.51	17.71	17.36	17.61	17.81
	270	Welder 'B'	5	17.01	17.26	17.46	17.11	17.36	17.56	17.21	17.46	17.66
	260	Welder Brazing	4	16.86	17.11	17.31	16.96	17.21	17.41	17.06	17.31	17.51
	265	Resistance Welding Operator	3	16.71	16.96	17.16	16.61	17.06	17.26	16.91	17.16	17.36

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

CLS NUMBER	CLASSIFICATION NAME	LABOUR GROUP	EFFECTIVE June 1, 1993			EFFECTIVE June 1, 1994			EFFECTIVE June 1, 1995		
			HFE	MIN	MAX	HFE	MIN	MAX	HFE	MIN	MAX
295	Carpenter Maintenance	2T	18.91	16.91	19.11	19.11	19.11	19.31	19.31	19.31	19.51
310	Electrician Construction Mtce.	3T	19.11	19.11	19.31	19.31	19.31	19.51	19.51	19.51	19.71
330	Experimental Worker	1T	18.71	18.71	18.91	18.91	18.91	19.11	19.11	19.11	19.31
340	Heat Treater Tooling	1T	18.71	16.71	18.91	18.91	18.91	19.11	19.11	19.11	19.31
350	Inspector Class I- Tooling	3T	18.11	19.11	19.31	19.31	19.31	19.51	19.51	19.51	19.71
370	Loftsmen	2T	18.91	18.91	19.11	19.11	19.11	19.31	19.31	19.31	19.51
390	Mechanical Tool and Die Makers, Electric Around	3T	19.11	19.11	19.31	19.31	19.31	19.51	19.51	19.51	19.71
400	Mechanical Tool and Die Makers, Electric	2T	18.91	18.91	19.11	19.11	19.11	19.31	19.31	19.31	19.51
410	Millwright, Maintenance	2T	18.91	18.91	19.11	19.11	19.11	19.31	19.31	19.31	19.51
420	Pipefitter, Maintenance	2T	16.91	18.91	19.11	19.11	19.11	19.31	19.31	19.31	19.51
430	Tool & Die Maker	3T	19.11	19.11	19.31	19.31	19.31	19.51	19.51	19.51	19.71
445	Tool & Instrument Gauge Repair Precision	1T	18.71	18.71	18.91	18.91	18.91	19.11	19.11	19.11	19.31
460	Welder Combination (Cert) (Maintenance Tool and Die)	2T	18.91	18.91	19.11	19.11	19.11	19.31	19.31	19.31	19.51
498	President, C.A.W	3T	19.11	19.11	19.31	19.31	19.31	19.51	19.51	19.51	19.71
499	Chairman, C.A.W. Bargaining Committee	3T	19.11	19.71	19.31	19.31	19.31	19.51	19.51	19.51	19.71

48

APPENDIX "B"
POLICY COVERING VACATION WITH PAY

1. **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.

- 54*
01-02 a) One (1) year's seniority, but less than five (5) years' seniority - 2 weeks with pay
- 05-03* b) Five (5) years' seniority, but less than ten (10) **years' seniority** - 3 weeks with pay
- 10-04* c) Ten (10) years' seniority, but less than seventeen (**17**) years' seniority - 4 weeks with pay
- 17-05* 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

2. In addition to the above, Employees aged 55 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**
- 11.5/05* 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
- c) In the year an employee achieves thirty-five (35) years' seniority, he will receive for that year only one (1) extra week, with pay.

5/8 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.

3. Employees who are not aged 55 or more on February 12, **1985**, and who have attained 29 **years'** seniority or more as of May **31, 1984**, 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.

4. 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.

5. 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.

6. **Termination** of Employment

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

7. 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 Sections 1 and 2. If such layoff is of short duration, payment for such vacation can be deferred until the end of the Vacation Year.

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 the preceding sections of this Appendix.

**APPENDIX "C"
SOCIAL SECURITY**

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 1b) participate in an Employee Benefit Plan consisting of the following:

70% 100%
76 71
6 7

a) **Medical coverage and Standard Ward hospital coverage as required by Ontario Law and as provided by the Ontario Health Insurance Commission.**

b) **Great West Supplementary Plan semi-private ward coverage, effective January 1, 1981.**

c) **Preventive Care Dental Plan (Great West Life or equivalent), current rates.**

d) **Extended Health Care Plan (Great West Life Assurance Company or equivalent.)**

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.

70% 100%

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.

20.01
999

The Company shall provide an insurance plan to contain the following benefits:

- a) Life Insurance of 1 *rule* **\$25,000.00** *20/025*
- b) Accidental **Death** and Dismemberment **\$25,000.00**
- c) **Life** Insurance for Retirees who retire after **June 1/81** **\$1,500.00**

20.12
100

- 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.** *74/55559*
- b) **Effective June 1, 1993**, weekly benefits for **non-industrial** accidents or **sickness** will be to U.I.C. Level of **Benefits**, **minimum** \$447.00 per week. Maximum of 52 weeks. *70*
- 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. *70*

20.12
100
87)A
65

20.12
99998

APPENDIX "D"
RETIREMENT *80/1*

The following benefit is paid into the fund by the Company and does not require contributions **by the** Employees.

Effective <u>June 1/93</u>	\$17.50
Effective <u>June 1/94</u>	\$18.50
Effective <u>June 1/95</u>	\$19.50

It 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 marriage, if **married** at the time of retirement. The basic pension benefit **would** be reduced by 6%. 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
024

Vesting to be allowed after two (2) years of plan participation based on benefits accrued after December 31, 1966.

Change to refund of accrued pension value on death before retirement (current/past **service**).

Life insurance can be used to offset the commuted **pension value** in the **event of death of an employee before retirement** unless **legislation** prohibits.



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 **un-reduced** basic benefit, plus a supplement of \$3.00 per month per year of **service** until age 65.

Requirement for Retirement with Double Basic Benefit:

Effective June 1, 1987 and up to May 31, 1993, an employee who has attained the age of 61 and has 35 years of **service** or 96 points may retire and will receive the unreduced **basic** benefit, plus a supplement at the **basic** benefit rate until age 65.

87.D
9256

Effective June 1, 1993, 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 ninety-two (92) points, may **retire** and will receive the unreduced basic benefit plus a supplement at the basic benefit rate until age **sixty-five** (65).

87.B
40

Effective January 1, 1961, an employee with forty (40) years of credited service may retire regardless of age, and will **re-**

ceive the **unreduced basic** benefit, plus a supplement at the basic benefit rate **until** age 65.

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.

Broken **Service:**

In the future, **pension service** will not be **lost** if a worker **is** rehired within 36 months of termination, or in the case of lay-offs, is rehired within 36 months or half of accumulated **seniority, whichever is the** greater.

Disability Retirees:

Effective June 1, 1987, 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:

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, 1993, June 1, 1994 and June 1, **1995**. Pensions to member who retired between January **3, 1984** and May **31, 1993** will be increased by **1/4%** per month since date of retirement or the last increase whichever is later, effective June 1, **1993**.

45
4

APPENDIX "E"
LABOUR CLASSIFICATIONS
1993 - 1996
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 **Production** Assembler on a one week rotation.
- 635 **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**.
- 050 **Electrical Assembler** (Labour Group 2)
Make or assemble **electrical** equipment for commercial **products**.
- 055 Electrical Assembler, L/O** (Labour Group 4)
Layout, make and install hook-up of all **electrical** equipment in **commercial** products. Must have full **knowledge** of wiring diagrams and **installation** drawings.
- 058 Electrical Tester & Inspector I** (Labour Group 6)
Without Instruction or supervision, required to inspect all **types** of low and high voltage A.C. and D.C. **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. Operates 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 **A.C.** 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.

070 Glass Cloth Worker 1 (Labour Group 5)

Must be able to work from Operation Sheets and drawings. Have necessary knowledge of mixing **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.

080 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.

085 Inspector Mechanical 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 yard, and **generally** move scrap and maintenance **materials**. Cleaning of commercial products **such** as. washing and applying cleaning compounds as required.
- 164 **Machine Operator General N.C. (Labour Group 4)**
Punch, bend, bum, 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, **Punch** Press Machines and N.C. Power Tube Senders.
- 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 Expeditors 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 non-conformances. 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 **docu-**

mentation. May be required to remove and replace interior panelling to gain **access**.

116 **Mechanical Tester II (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**.

126 **Office Cleaner (Labour Group 1)**

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 accomplished 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 3)

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 assist Production Assembler 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 N.C., 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**.
- 199 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.
- 185 Power Tube Gender Manual (Labour Group 3)**
Required to perform a wide variety of bending operations on all types of tubing, extrusions and bar and steel stock.
- 199 Preaure 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.
- 195 Production Assembler (Labour Group 3)**
Must be able to rivet and **assemble** sheet metal, tubing, bars and extrusions. Install windows and interior signs. Fabricate and layout parts or assemblies to blueprints or customer specifications on all wmmercialai products. May be required to opemte portable spot welder. Prepares and installs **floors**.
- 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 Comer Cropper. May be required to assist other operators.
- 205 Radlal Drill Operator (Labour Group 4)**
Performing operations on drilling equipment such as, **ream-**

ing, 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**.

220 **Sign Painter (labour Group 3)**

Apply stencils, transfer or decals, working from paint **drawings**.

225 **Spray Painter Final Line (Labour Group 5)**

Spray paint exterior car body in **spray** booth. Must **be** capable of preparing car surface with primer and topcoats, plus **touchup** on final line and interior painting.

226 **Surface Preparer (Labour Group 4)**

Prepares exterior car body for painting and other treatments, which include cleaning, sanding, caulking and applying filter and spray preservatives prior to finish coating. Also applies undercoats, sound deadening, primer end 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 **lime 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 Leadhands on tractors, jeeps, forklifts and mobile **crane** vehicles.

262 **Weld Inspector I (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**.

262 **Weld Inspector II (Labour Group 4)**

With minimum 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 have completed thirteen (13) modules of the Welding Institute of Canada program leading to Certified Welding Inspector according to CSA **W178-2**.

265 **Welder A (Labour Group 6)**

Perform am 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 am welding operations on ferrous and non-ferrous 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 **require-**

ments.

280 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.

285 Resistance Welding Operator (Labour Group 3)

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.

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 "F"
LABOUR GROUPS AND
CORRESPONDING CLASSIFICATIONS**

Group #1	labourer Office Cleaner
Group #2	Electrical Assembler Glass Cloth Worker II Production Machine Operator Sweeper Maintenance Vehicle Driver
Group #3	Data Base Record Keeper Material Shipper - Receiver Metal Processor Overhead Crane Operator Painter General Maintenance Power Shear Operator Power Tube Sender Manual Pressure Diesetter Production Assembler

	Resistance Welding Operator
	Saw Operator
	Sign Painter
	Timekeeper
	Truck Driver
Group #4	Bi-level Side Panel Rivetter
	Electrical Assembler L/O
	Electrical Tester & Inspector II
	finisher
	Machine Operator General N.C.
	Material Expediir
	Mechanical Inspector II
	Mechanical Tester II
	Oiler
	Pantograph Operator
	Power Brake Operator
	Radial Drill Operator
	Surface Preparer
	Weld Inspector II
	Welder Brazing
Group #5	Glass Cloth Worker 1
	Spray Painter Final Line
	Welder "B"
Group #6	Electrical Tester & Inspector I
	Mechanical Inspector I
	Mechanical Tester I
	Weld Inspector I
	Welder *A

RELATED CLASSIFICATION:
RE:ARTICLE 17 - LAYOFF & REHIRE

Labour Group #6

- | | |
|--|---|
| Electrical Tester & Inspector I | 1) Electrical Tester & Inspector II
2) Electrical Assembler
3) Pmductii Machine Operator
4) Office Cleaner
5) Labourer |
| Mechanical Inspector I | 1) Mechanical Inspector II
2) Pmductii Assembler
3) Production Machine Operator
4) Office Cleaner
5) Labourer |
| Mechanical Tester I | 1) Mechanical Tester II
2) Production Assembler
3) Production Machine Operator
4) Office Cleaner
5) Labourer |
| Weld Inspector I | 1) Weld Inspector II
2) Production Assembler
3) Production Machine Operator
4) Office Cleaner
5) Labourer |
| Welder 'A | 1) Welder 'B
2) Welder Brazing
3) Production Assembler
4) Production Machine Operator
5) Offii Cleaner
6) Labourer |

Labour Group #5

- | | |
|--------------------------|---|
| Glass Cloth Worker I | 1) Glass Cloth Worker II
2) Production Machine Operator
3) Office Cleaner
4) Labourer |
| Spray Painter Final Line | 1) Surface Preparer
2) Painter General Maintenance
3) Pmductii Machine Operator
4) Office Cleaner |

	6) Labourer
Welder "B"	1) Welder Brazing 2) Production Assembler 3) Production Machine Operator 4) Office Cleaner 5) Labourer
Labour Group #4	
BI-level Side Panel Rivetter	1) Production Assembler 2) Production Machine Operator 3) Office Cleaner 4) Labourer
Electrical Assembler L/O	1) Electrical Assembler 2) Production Machine Operator 3) Office Cleaner 4) Labourer
Electrical Tester & Inspector II	1) Electrical Assembler 2) Production Machine Operator 3) Office Cleaner 4) Labourer
Finisher	1) Production Assembler 2) Electrical Assembler 3) Production Machine Operator 4) Office Cleaner 5) Labourer
Machine operator General N.C.	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Material Expediter	1) Material Shipper Receiver 2) Data Base Record Keeper 3) Production Machine Operator 4) Office Cleaner 5) Labourer
Mechanical Inspector II	1) Production Assembler 2) Production Machine Operator 3) Office Cleaner 4) Labourer
Mechanical Tester II	1) Production Assembler 2) Production Machine Operator 3) Office Cleaner 4) Labourer

Oiler	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Pantograph Operator	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Power Brake Operator	1) Power Shear Operator 2) Production Machine Operator 3) Office Cleaner 4) Labourer
Radial Drill Operator	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Surface Pmpamr	1) Painter General Maintenance 2) Production Machine Operator 3) Office Cleaner 4) Labourer
Weld Inspector II	1) Production Assembler 2) Production Machine Operator 3) Office Cleaner 4) Labourer
Welder Brazing	1) Production Assembler 2) Production Machine Operator 3) Office Cleaner 4) Labourer

Labour Group #3

Pressure Diesetter	1) Power Shear Operator 2) Production Machine Operator 3) Office Cleaner 4) Labourer
Production Assembler	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Resistance Welding Operator	1) Production Assembler 2) Production Machine Operator 3) Office Cleaner 4) Labourer
Saw Operator	1) Production Machine Operator 2) Office Cleaner 3) Labourer

Sign Painter	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Timekeeper	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Truck Driver	1) Material Shipper Receiver 2) Vehicle Driver 3) Sweeper Maintenance 4) Production Machine Operator 5) Office Cleaner 6) Labourer
Data Base Record Keeper	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Material Shipper-Receiver	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Metal Processor	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Overhead Crane Operator	1) Production Assembler 2) Production Machine Operator 3) Office Cleaner 4) Labourer
Painter General Maintenance	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Power Shear Operator	1) Production Machine Operator 2) Office Cleaner 3) Labourer
Power Tube Sender Manual	1) Production Assembler 2) Production Machine Operator 3) Office Cleaner 4) Labourer
Labour Group #2	
Electrical Assembler	1) Production Machine Operator 2) Office Cleaner 3) Labourer

- Glass Cloth Worker II
- 1) Production Machine Operator**
- 2) Office Cleaner
- 3) Labourer
- Production Machine **Operator**
- 1) **Office Cleaner**
- 2) Labourer
- Sweeper Maintenance**
- 1) **Production Machine Operator**
- 2) **Office Cleaner**
- 3) Labourer
- Vehicle Driver**
- 1) Sweeper Maintenance**
- 2) Production Machine Operator**
- 3) **Office Cleaner**
- 4) Labourer

Labour Group #1

- Labourer
- 1) **Office Cleaner**
- Office Cleaner**
- 1) Labourer

It is understood that all **members** covered by this agreement hold the classifications of 1) Production Machine **Operator** 2) Office Cleaner 3) Labourer.

APPENDIX "G"
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.
2. Vacations
(Letter dated October **12, 1961**)

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.
3. Where a bargaining unit employee is requested to perform voluntary assignment away from the Thunder Bay operations, the Company will notify the Union of such assignment.
4. Safety Eye Program
(Refer to Personnel Bulletin No. **21, Feb. 10, 1958**)
 1. Company Policy - to supply every employee whose work requires it, with eye **protection** suitable to that work. In addition, the **wearing** of eye protection may be made compulsory in certain operations and/or areas as may be determined by Plant Management on advice from the Plant Safety Committee.
 2. Types of Eye Protection **&** Regulations
 - Non-Prescription - Standard types of safety glasses,

monogoggles, **colored** goggles, **face-shields, etc.** will be stocked in the **main Tool** Crib and issued to any **employee** on request. Employees will sign for these at time of **issue** and be responsible for their return at time of employee's **separation**.

Prescription - 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 hi-focal lenses.
- f) 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.

3. General - Eye Protection will be **worn** at all times. All forms of eye protection equipment will be cleaned, **sterilized** and put in good repair before issue or reissue to employees.

5. Upgrading
(May 3, 1973)

It is mutually agreed that the Company and the Union Committee may meet and discuss the upgrading of a classification put forward by either party during the life of this Agreement.

6. Plant Pollution
(May 3, 1973)

It is the intention of the Company to comply with the Letters dated May 2, 1973, signed by Messrs. **Morsley, Millar** and

Lyon, and the Company will further work toward continued improvement in the working conditions.

7. **Welder Brazing -Tube Bending Department**
A Welder Brazing in the Tube Bending Department when not gainfully employed in **classification**, may assist the Power Tube Bender Manual.
8. **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.
9. **Red Circle**
(Aug. **12, 1977**)
Red Circle - means employees combined in **classifications** that have a lower labour group than the new labour group will be raised to the new labour group but employees with a higher labour group will be reduced.
RED CIRCLE RATE will be lost by
 1. Successful Job Bid
 2. Assignment to a higher group than Red Circle Rate
 3. Quit
10. **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.
If any new Letters of Intent are required, they will also constitute part of this Agreement effective from the signing date of the Letter of Intent.

SKILLED TRADES AGREEMENT

between

BOMBARDIER INC.
TRANSPORTATION EQUIPMENT GROUP
THUNDER BAY PLANT

and

LOCAL 1075
NATIONAL AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS UNION
OF CANADA

and

SKILLED TRADES LABOUR CLASSIFICATIONS

JUNE 1, 1993 - MAY 31, 1996

THE CAW SKILLED TRADES AGREEMENT FORMS
PART OF THE GENERAL AGREEMENT WITH CAW,
LOCAL 1075, NEGOTIATED FOR THE PERIOD
JUNE 1, 1993 - MAY 31, 1996

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.

1. Seniorly Rights of Journeyman

All Journeymen with seniority rights shall first be returned to their classification.

2. Skilled Trades Job Posting; Definition of Documentation

If additional Journeymen are required, the Company will post within the Plant. If no Journeymen 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 Journeymen, who possess the following qualifications and can prove same with documents.

- a) One who has served a bona-fide apprenticeship of four (4) years (8,000 hours) at the trade in which he claims Journeyman status and has a certificate to substantiate such claim of **service**.

OR

- b) Has eight (8) years of practical experience in the Skilled Trades Classification in which he claims Journeyman status and can prove same by documentation. A CAW or UAW Journeyman's card will be accepted as proof of Journeyman 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, totaling at least 8 years. This documentation must be signed by one company official. Xerox copies are not acceptable.

- c) The Union's Skilled Trades Committeeman shall have the right to examine any documents submitted as proof of Journeyman 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 Schedules or Apprenticeship Training shall have their work **experi-**

ence evaluated by the Joint Apprenticeship Committee and it given credits, he shall then be placed at the appropriate wage level under such schedule of progression or apprenticeship program.

- 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**

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

5. **Leadhands and Chargehands (Skilled Trades)**

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

1 Leadhand directs up to 6 Skilled Tradesmen
2 Leadhands directs 7 to 12 Skilled Tradesmen

OR

1 Chargehand directs up to 12 Skilled Tradesmen
1 Chargehand plus
2 Leadhands directs 12 to 16 Skilled Tradesmen

6. **Skilled Trades Leadhand and Chargehand Bonus**

A bonus of forty-five (45) cents per hour shall be paid to all Skilled Trades Leadhands, and seventy-five (75) cents per hour to 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 Journeyman for such jobs. When these factors are equal, the employee with the greatest sen-

iority will be given the preference.

8. Training Programs

- a) As required, the Company will extend advanced training 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.
- 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.

9. Skilled Trades Overtime Hours

The Company will provide the Skilled Trades Committeeman 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, 1982.

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. 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 or Office Cleaner.

"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(c) 7 & 8 of the Collective 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 Committeeman**

It is understood that the Skilled Trades Zone Committeeman 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 \$300.00 per Skilled Tradesman per year will be made for the purpose of purchasing tools, used in the performance of each tradesman's regular duties. The Tradesman 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 ~~31st~~.

340 Heat Treater Tooling (Labour Group 1T)

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 jig, 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.

370 Loftsmen (Labour Group 2T)

Interpret all loft boards, line drawings, assembly and detail drawings. Check for errors, develop information available from loft boards and glass cloths, layout to accuracy required. Layout of templates for checking detail and assembly drawings, jig construction, mock up and sheet metal ducts using radial line, parallel line or triangulation methods as necessary.

Construct flat pattern development, contour, form and check templates, eggcrates and sample parts. Must have good working knowledge of shop mathematics, trigonometry and geometry for the production of lines, curves and angles.

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, mo-

tors and mobile machines. Must hold a Class "A" Ontario Mechanic's License.

410 Millwright, Maintenance (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.

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 & Die maker (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.

445 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.

460 Welder - Combination (Certified) (Labour Group 2T)
(Maintenance and Tool & Die)

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, **metalize**, 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 'a'
SKILLED TRADES - RATES

CLS NUMBER	CLASSIFICATION NAME	LABOUR GROUP	EFFECTIVE June 1, 1993		EFFECTIVE June 1, 1994		EFFECTIVE June 1, 1995	
			HFE MIN	MAX	HFE MIN	MAX	HFE MIN	MAX
295	Carpenter Maintenance		18.81	18.91	18.11	18.31	18.31	18.51
310	Electrician Construction Mice.		18.11	18.11	18.31	18.31	18.51	18.71
330	Expendmental Worker		18.71	18.71	18.91	18.11	18.11	18.31
340	Heat Treater Tooling		18.71	18.71	18.91	18.11	18.11	18.31
370	Loftman		18.81	18.91	18.11	18.31	18.51	18.71
380	General Tool Machinist All Around		18.11	18.11	18.31	18.31	18.51	18.71
400	Mechanic - Auto, Gas, Electric		18.81	18.91	18.11	18.31	18.31	18.51
410	Machinist, Maintenance		18.81	18.91	18.11	18.31	18.31	18.51
420	Pefferer, Maintenance		18.81	18.91	18.11	18.31	18.31	18.51
430	Tool & Die Maker		18.11	18.31	18.31	18.31	18.51	18.71
445	Tool & Instrument Gauge Repair Precision		18.71	18.71	18.91	18.11	18.11	18.31
450	Welder Combination (Cert) (Maintenance Tool and Die)		18.81	18.91	18.11	18.11	18.31	18.51
488	President, C.A.W.		19.11	19.11	19.31	19.31	19.51	19.71
488	Chairman, C.A.W. Bargaining Committee		19.11	19.11	19.31	19.31	19.51	19.71

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 (Certified) - 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 & Die makers in the Tool & Die maker 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 in the Machine Shop whose original classification on June 1, 1993 was General Machinist or General Machinist N.C. will be assigned the classification of General Tool Machinist All Around. Employees so classified, who are not capable of operating at least three 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 3 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 Gauge Repairman Precision

The Company **recognizes** its obligation as stated in the Letter of Intent #8 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 listing dated October 14, 1992.

APPENDIX "D" APPRENTICESHIP PROGRAM

ARTICLE 1

(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 and Agricultural Implement 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 your 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.

SCHEDULE 1

Schedule Of Work Processes For Carpenter Apprentice

Shop Training Schedule	Hours of Work
1. Basic Carpentry Use of Carpenter Hand Tools, Wood worker Machines, Layout and Planning.	1500
2. Construction & Installation Buildings, Machine Footings, Forms, etc., Production Equipment, Office Construction.	2300
3. Maintenance & Repair Buildings, Production Equipment, Office.	2028
4. Advanced Carpentry Special Furniture, Desks, Tables, etc.	700
5. Optional	696

6. Safety Instruction

TOTAL 7424

Suggested Related Training:

Math & Metric	180
Science	72
Shop	106
Drawing	144
Unassigned to include Safety	72
TOTAL	576
Shop & Related Training	576
TOTAL HOURS	8000

SCHEDULE 2

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 Equipment & Controls	2000
Power House Maintenance	1000
Welding Equipment	900
Power House Construction	600
TOTAL	9000

SCHEDULE 3

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 Borer & Other	500
Precision Machines	
Related Training	900
TOTAL	8000

The above is to be used as a guide only, subject to recommendations by the Joint Apprenticeship Committee.

SCHEDULE 4
Schedule Of Work Procedures For Heavy Duty
Equipment Mechanic Apprentice

	Hours of Work
Chassis and Springs	500
Front Axle and Steering	800
Differential assy. and rear axle assy.	800
Transmission Clutch	1000
Motors (gas and diesel)	1928
Brakes: (a) Electrical	100
(b) Mechanical	100
(c) Hydraulic	100
(d) Vacuum	100
Tune-up including carburation and ignition	900
Electrical	700
Cooling	200
Fuel Pump	100
Related Instruction	872
TOTAL	8000

SCHEDULE 5
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	1328
Installation of electric motors (does not include wiring)	500
Steel fabrication and miscellaneous iron	500
Related instruction	872
TOTAL	8000

SCHEDULE 6
Schedule Of Work Processes For
Pipefitter Apprentice

	Hours of Work
Pipe fabrication	800
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	800
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	8000

SCHEDULE 7
Schedule Of Work Processes For
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
Lofting	100
Miscellaneous	100
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.

Joint Apprenticeship Committee

APPROVED By:

The Company:

R. G. **Halstead**

The National Automobile, Aerospace and Agricultural Implement Workers Union of Canada, CAW And Its Local Union 1075.

REGISTERED WITH:

Industrial Training Branch
Ministry Of Skill Development

Skilled Trades Department CAW

BY: **T. Squire**

ARTICLE 2

- (a) The term "Company" shall mean Bombardier Inc., Transportation Equipment Group, Thunder Bay Plant.
- (b) The term "Union" shall mean the duly authorized representatives of the National Automobile, Aerospace and Agricultural implement Workers Union of Canada 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 Thunder Bay 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 training in accordance with these standards of apprenticeship 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 **considera-**

tion 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 or must be signed up in a course and achieve the equivalent before the end of the probationary period.
2.
 - a) Must be a minimum of 18 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 as outlined in Appendices 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 13. 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 shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeymen established by these Standards, is maintained.

ARTICLE 9

RATIOS

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

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

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

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

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 journeyman Pipefitter shall be one (1) apprentice to two (2) journeymen employed for a first apprenticeship position: thereafter, the ratio shall revert to one (1) apprentice to every five (5) journeyman 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:
- 1st 2000 hours - not less than 85% of Journeyman's rate
 - Next 3000 hours - not less than 90% of Journeyman's rate
 - Next 3000 hours - not less than 95% of Journeyman's rate
 - After 8000 hours - not less than 100% of Journeyman's rate
- (b) Apprentices with less than 3 years seniority:
- 1st 1000 hours - not less than 65% of Journeyman's rate
 - 2nd 1000 hours - not less than 70% of Journeyman's rate

 - 3rd 1000 hours - not less than 75% of Journeyman's rate
 - 4th 1000 hours - not less than 80% of Journeyman's rate

5th 1000 hours - not less than 95% of Journeyman's rate
 6th 1000 hours - not less than 90% of Journeyman's rate
 7th 1000 hours - not less than 95% of Journeyman's rate
 8th 1000 hours - not less than 95% of Journeyman's rate
 After 8000 hours - not less than 100% of Journeyman's rate

11.2 (a) **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 Journeyman's rate
6 months to 1 year	- \$0.25 less than Journeyman's rate
1 year to 1-1/2 years	- \$0.20 less than Journeyman's rate
1 -1/2 years to 2 years	- \$0.10 less than Journeyman's rate
After 2 years	- Journeyman's rate

- Incorporates previous classifications: Tool & Instrument Gauge Repair and Tool & Die Repairman Precision.

(b) Schedule of wage progression for non-apprenticeable trades.

- Loftsman

0 to 6 months	- \$0.45 less than Journeyman's rate
6 months to 1 year	- \$0.40 less than Journeyman's rate
1 year to 1-1/2 years	- \$0.35 less than Journeyman's rate
1-1/2 years to 2 years	- \$0.30 less than Journeyman's rate
2 years to 2-1/2 years	- \$0.20 less than Journeyman's rate
2-1/2 years to 3 years	- \$0.10 less than Journeyman's rate
After 3 years	- Journeyman'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 exists.
- (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 journeyman in that classification or trade to which he 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 journeyman'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 Journeyman status, rights or privileges. Upon attaining the Trade Certificate, apprentices will be considered Journeymen and will be back-paid the difference between his/her rate and that of 100% of a Journeyman'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 1. 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.
5. To determine whether the apprentice's scheduled wage increase shall be withheld in the event that he is delinquent in his 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 ap-

proved 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 (60) calendar days of completion of required hours and of Trade School.
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.
- (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 tradesman, 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 organizations 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 journeyman.

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

1. 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.

Upon satisfactory completion of each 916 hours of work in the Apprenticeship Program, the apprentice will be paid \$50.00 for the purchase of tools. Upon graduation, the apprentice will receive the balance, if any, of the total tool allowance of \$500.00, including credit granted for prior experience less any tool allowance payments received.

REPRESENTING

THE COMPANY:

R.G.Halstead

THE NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL
IMPLEMENT **WORKERS UNION** OF CANADA, C.A.W., AND ITS LO-
CAL UNION 1075.

T.Squire

REGISTRATION AGENCIES AND CONSULTANTS

Representing the Industrial Training Branch, Ministry of Skills Develop-
ment.

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

Representing the Thunder Bay Board of Education.

Signed this 23rd day of February, 1994, to officially implement this document as the Collective Agreement between the following parties:

Bombardier Inc., Transportation Equipment Group, Thunder Bay Plant

REPRESENTING

THE COMPANY:



R.G. Halstead

THE NATIONAL AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS UNION OF CANADA, C.A.W., AND ITS LOCAL UNION 1075.



T. Squire

REGISTRATION AGENCIES AND CONSULTANTS

Representing the Industrial Training Branch, Ministry of Skills Development.

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