

**AGREEMENT**

between

**BOMBARDIER TRANSPORTATION  
THUNDER BAY PLANT**

and

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

**CAW TCA  
CANADA**

**JUNE 1, 2008 - MAY 31, 2011**

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**THE CAW SKILLED TRADES AGREEMENT FORMS  
PART OF THIS GENERAL AGREEMENT WITH CAW,  
LOCAL 1075, NEGOTIATED FOR THE PERIOD  
JUNE 1, 2008 - MAY 31, 2011**

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**THIS AGREEMENT MADE AND ENTERED INTO BETWEEN**

**BOMBARDIER TRANSPORTATION  
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,  
TRANSPORTATION AND GENERAL 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.

## **ARTICLE 2**

### **2.0 Scope and Recognition**

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

## **ARTICLE 3**

### **3.0 Lists of Company Officials**

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

## **ARTICLE 4**

### **4.0 No Discrimination**

- 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 membership in the Union.
- 4.2 It is mutually agreed that the Company and the Union will not discriminate against any employee in regard to training, upgrading, promotion, transfer, discharge, layoff, recall, or other working conditions, or because of race, creed, colour, sex, sexual orientation, national origin, political affiliation, marital status or handicap.
- 4.3 a) The Company and the Union are committed to providing a harassment free workplace. Harassment is defined as "a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome", directed against an employee because of race, colour,

sex, sexual orientation, national origin, political affiliation, marital status, handicap or any other grounds protected under the Ontario Human Rights Code.

- 4.3 b) The Company and the Union agree to make known to each other any complaint of harassment made by or involving a member of the Union.
- 4.3 c) The Company undertakes to promptly investigate all complaints of harassment and to take measures designed to stop any existing harassment and to prevent its re-occurrence.
- 4.3 d) The parties recognize that women may face situations of violence or abuse in their personal life that may affect their attendance or performance at work. When there is evidence from a recognized professional such as a doctor or lawyer that an employee is addressing such a situation, this circumstance will be taken into account if the employee is facing discipline for poor attendance or work performance. This statement of intent is subject to a standard of good faith on the part of the Company, the Union and affected employees and will not be utilized to subvert the application of otherwise appropriate disciplinary measures. This clause will apply to all victims of abuse, subject to the above provisions.

## **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 just 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 cause for dissatisfaction, may have the complaint dealt with in accordance with the "Grievance Procedure" as outlined in Article 11.

## **ARTICLE 7**

### **7.0 Bargaining Committee and Stewards**

- 7.1 The Company acknowledges the right of the Union to appoint or otherwise elect, from the local Union body, a Bargaining Committee composed of not more than seven (7) members and the Company will recognize and meet with the said Committee on any matter properly arising during the continuance of the Agreement, and the Company and the Bargaining Committee will co-operate in the administration of the Agreement. The

President, or if absent, the Vice President of the Local, will be an ex-officio member of the Committee if not elected thereto.

7.2 The Company acknowledges the right of the Union to appoint or otherwise elect, 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 elect 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 80	(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 Vice-Chairperson goes into the Union Office. However, where in the opinion of the Manager, the absence of the Vice-Chairperson would unreasonably disrupt the operation in which the Vice-Chairperson is involved, a mutually agreed upon alternate goes into the Union Office. In such an event, the Vice-Chairperson or the alternate will be paid by the Company at their regular hourly rate of pay.
  - b) In the event that the membership of the C.A.W. in the plant exceeds seven hundred (700), the President or Vice-President will be added until such time as it again reduces to seven hundred (700) or less.
  - c) In addition to the above, the President of the Union, regardless of 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, filing cabinets, computer, printer and a fax machine.

## ARTICLE 8

### 8.0 Permission to Leave Department

8.1 Before leaving regular Company duties, a Steward or Bargaining Committee Member must obtain the permission of his/her Supervisor or the Supervisor's 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 work area other than his/her own, a Steward or Bargaining Committee Member must first contact the Supervisor of that work area, his/her deputy, stating the general nature of the Union's 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.

### **9.2 Union Elections**

It is agreed that Elections of Stewards, Bargaining Committee Members, members of the Union Executive and delegates to Union conventions may be conducted on Company premises during the following hours:

7:30 a.m. to 8:30 a.m.  
11:30 a.m. to 1:00 p.m.  
3:30 p.m. to 5:00 p.m.

It is understood that employees will not vote during their working hours.

Approval for polling booth locations and scheduling of elections must be obtained from Human Resources five (5) working days in advance.

## **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 the 2<sup>nd</sup> Thursday of each month (the date to be put into the calendar published at the end of the collective agreement) 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 in writing to questions brought up by the Union, within five (5) working days.

## **ARTICLE 11**

### **11.0 Grievance Procedure**



- 11.1 a) All grievances arising between employees and the Company shall be dealt with speedily and effectively 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 job duties being performed as a continuing condition are of a higher classification than the classification in which he/she 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 except in cases of discharge. 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 the grievance was received. 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/her delegate shall deal with the appeal through the Committee Member and render a 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/her 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/her delegate is 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 the Director's delegate, within ten (10) regular working days of the delivery of the decision, appealing therefrom to an impartial Arbitrator as herein provided.
- 12.2 Grievances will normally proceed to arbitration in the order in which they have been slated for arbitration. Grievances to be heard by the Arbitrator will be confirmed by the parties fourteen (14) working days prior to the hearing.
- 12.3 It is agreed that disputes which are carried to the arbitration stage shall be heard before a single Arbitrator. The Company and the Union agree that the under-mentioned persons, shall be called to arbitrate on a rotation basis and in order of their listing:
- (1) Jane Devlin
  - (2) Dan Harris
  - (3) Robert Howe
  - (4) Paula Knopf
  - (5) Victor Solomatenko
  - (6) Gerald Charney
- 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 six (6) months. 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.
- 12.8 The decision of the Arbitrator shall be final and binding on both parties and the 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 working hours before an Arbitrator on the hearing of an appeal on a grievance shall be paid by the Company at his/her regular hourly rate for such time spent. The Bargaining Committee Chairperson, or the Vice-Chairperson, or one (1) 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. Union policy grievances must be signed by the Bargaining Committee Chairperson and the President; Company Policy Grievances must be signed by the Director, Human Resources. The Union shall submit such Grievance to the Director Human Resources, or his/her 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 with seniority 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 the Director's designate; at which meeting the dismissed employee, two (2) Union Representatives, the Manager concerned, or his designate, and the Director Human Resources, or the Director's designate, shall be present.
- 14.2 A claim by an employee of unjust discharge shall be treated as a grievance, provided a written statement of such grievance is lodged through the Director Human Resources, or the Director's designate, within five (5) working days of the discharge. If a satisfactory settlement is not arranged through the Director Human Resources, or the Director's 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 the most recent notice. Such Notices of Discipline will be removed from the employee's Company records and shall not be used against that employee in any future disciplinary action. A Steward or Bargaining Committee member will be present when a notice of discipline is issued or an employee called for a disciplinary meeting which may result in the employee being disciplined.

## **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 working 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 layoff of a probationary employee is not subject to the grievance and arbitration provisions of this Agreement and cannot be grieved.

Human Resources will advise the Union Chairperson of the reason for the dismissal in writing at the time of the dismissal.

The sixty (60) working days referred to above shall not necessarily be sixty (60) continuous working days. However, if a person is laid off prior to the completion of the 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) An employee who is rehired, without seniority rights, after previously having served a probationary period, will again have to serve the sixty (60) working days probationary period, but will be entitled to receive all benefits as spelled out in Article 42, Article 46 and Article 47 from date of rehire, 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.
- 15.2 a) Seniority lists of employees shall be maintained by the Company on a plant-wide basis, and each list shall show the individual seniority date and classification of each employee. The Company acknowledges that the employee's complaints with respect to seniority dates shown on these lists, which are not satisfactorily adjusted after being brought to the attention of the Company, may be treated as grievances. The names of laid off employees with seniority will be added to the bottom of such lists.
- b) A separate Skilled Trades Seniority List will be prepared at the same time as the above mentioned plant-wide lists.
- c) Seniority lists shall be revised not less than once every four months, and copies supplied to the Union, as requested. Each employee will be notified of his/her 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 twelve (12) months and shall not accumulate seniority for time spent out of Local 1075. Time so spent out of Local 1075 will be on a cumulative basis.
- b) All employees promoted to positions in Management shall lose seniority rights in the Bargaining Unit after fifteen (15) months. Seniority shall not accumulate for time spent out of the Bargaining Unit. Time spent out of the Bargaining Unit shall be on a cumulative basis.

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

## **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:
- a) If the employee resigns.
  - b) If an employee is discharged and such discharge be not reversed through the grievance procedure.
  - c) If the employee is absent 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.
- 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 for the absence.
- d) Failure to return to work within seven (7) working days after issuance of the Company's notice of recall by registered mail, to the last address shown on the Company records after a layoff. This clause shall not apply if the employee furnishes satisfactory reasons for such failure. The date of issue shall be the date that the recall notice is registered to be sent.
  - e) Employees laid off will have the following recall rights:
    - Sixty (60) working days to twelve (12) months seniority – one (1) year recall rights
    - One (1) year to six (6) years seniority – three (3) years recall rights
    - Six (6) years and over – one-half seniority.

## **ARTICLE 17**

## 17.0 Layoff and Recall

- 17.1 a) When there is a reduction in the plant work force, both parties agree that employees shall be laid off or transferred to another classification in the reverse order of their seniority in accordance with the procedure set out below. Employees shall be recalled to work in order of their seniority on the basis of all classifications credited to them at the time of layoff.
- b) The Bargaining Committee and the Company may mutually agree in writing to any deviation from the layoff and recall procedure.

### Layoff Procedure

- 17.2 a) In the event of a reduction in the plant work force, all probationary employees in the job classification affected in the plant, shall be laid off before any employee with seniority is laid off.
- b) Employees on temporary job postings shall be removed before any employee on a permanent job. All temporary postings will be cancelled before any layoff in that classification.
- 17.3 a) The Company will apply the required notice of layoff and pay as provided in accordance with the Employment Standards Act. The Union shall receive such required notice, prior to its release. A list of employees declared surplus will be made available to the Union at least one (1) working day prior to the notice required under the Employment Standards Act. 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 work, during the week prior to layoff.
- b) Employees to be laid off will be notified by their respective Supervisor or by Human Resources in writing three (3) full working days prior to being laid off from the Plant. Employees who are not given full notice will be paid up to three (3) days in lieu of notice. Employees on sick leave will be notified of their layoff by registered mail.
- c) A layoff notice is not required for probationary employees with thirty (30) working days service or less.
- d) When there is a shortage of work in a classification, the junior employee in the plant in that classification may be transferred to another classification which he/she holds, where work is available.
- 17.4 a) 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 "D" or in any classifications they have credited to them in the following order:
- 1) Classifications related to their Original Classification , except Finisher, starting with the highest labour group. "Original Classification" shall mean the last classification obtained through a job bid or assignment, as provided for in Article 20.
  - 2) All remaining classifications, credited or related to current, starting with the highest labour group.

3) Finisher.

Any employee who has a bump into two (2) classifications within the same labour group, will displace the one then occupied by the employee holding the least seniority.

- b) Employees who have signed off a classification as provided in Article 38 may not bump to it, even if it is related to a classification which they currently hold.
- c) 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 (1) hour.
- d) Employees laid off without being offered a bump into Finisher, will be required to indicate in writing whether they wish to be recalled to this classification.
- e) Employees who chose to exercise their seniority in case of layoff will have five (5) working days to satisfactorily perform the duties of related jobs.
- f) Refusal to exercise bumping rights 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 until he/she is recalled.
- g) An employee while retained on the seniority list during layoff, shall accumulate seniority during such period of layoff.

#### Temporary Layoff

- 17.5 a) In the event that a temporary layoff is to take place, the Union will be given a list of affected 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.
- b) 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 will be laid off out of seniority more than once in one (1) calendar year. Temporary layoffs only will be exercised and confined to the product line department concerned when the cause is due to material shortage.

#### Super Seniority

- 17.6 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. Zone Representatives and Stewards will be retained in their own classification, provided there are junior employees working in the classification in the plant, and the classification is required in the zone. The Chief steward will be the last steward to be laid off in his/her zone. It is understood that Stewards and Committee persons working as a Vehicle Driver will be based in their respective zones, but may go outside their zones for the purpose of making deliveries to and from their area.

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

- 1) Executive Officers of the Union (five in number)
    - a) President
    - b) Vice President
    - c) Financial Secretary
    - d) Recording Secretary
    - e) Chairperson of Trustees
  - 2) Executive Officers of the Union (balance of four in number in the event that the membership of the CAW 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.
- b) A Union Protect who moves into a classification which he/she does not hold will not be credited with that classification.

#### Recall Procedure

- 17.7
- a) When there is an increase in the working force, laid off employees shall be recalled to work in the order of seniority in the classifications which they hold. All members of the bargaining unit are deemed to hold the classification of Finisher.
  - b) Before any new employees are hired, the employees still laid off or transferred to lower paid occupations or classifications other than their original shall be first offered employment in the order of their seniority at work which is available and which the employees are able to perform.
  - c) 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.
  - d) Employees will not be recalled to related classifications. Transfer to related classifications applies only in case of layoff, and not in cases of recall.
  - e) Upon return to work, after being recalled to a credited classification, all classifications lost after a refusal on layoff will be reinstated on an employee's file.
  - f) Employees on layoff are entitled to apply for any job vacancies arising out of job postings.

#### Temporary Recall

- 17.8
- a) An employee who has secured other employment while on layoff may decline a recall that is expected to last less than four (4) weeks. The employee may be required to



furnish proof of such employment and has one (1) working day to decline the work following contact by the Company.

- b) In the event that an employee declines such a temporary recall, the work assignment shall be offered to the next employee eligible for the position in the order of seniority.
- c) Prior to the beginning of the assignment, the Union shall be notified in writing that there has been a refusal of a temporary recall.
- d) An employee accepting a temporary recall will be laid off without further notice on the last day of the assignment.
- e) If an employee refuses a temporary recall, his date of layoff for the purpose of recall rights under Article 16.1(e) will remain unchanged.
- f) The Company and the Union may agree to extend a temporary recall by up to two (2) weeks in the event that an assignment cannot be completed within the scheduled time.
- (g) The Company will notify the Bargaining Chair of the duration of all temporary recalls.

## **ARTICLE 18**

### **ARTICLE 18.0 TRANSFER**

#### **18.1 Temporary Re-Assignment**

The Company may temporarily re-assign employees to other work such as may be necessary, when no employee in the classification is available, subject to the following:

- a) The Steward or Committee Person for the zones affected will be advised in writing of the work conditions and names of the employees involved prior to the commencement of the re-assignment. The Company will specify the reasons for the transfer, as well as its duration.
- b) The temporary period shall in no case exceed twenty (20) working days unless an increase of this period is arranged by mutual consent of the Union, Company and employee. There will be no temporary transfer to a classification in which there are laid off employees. No employee will be transferred for more than twenty (20) cumulative days within one year of his/her temporary assignment.
- c) The Company agrees that it will not use temporary re-assignment to circumvent the job posting or recall procedure. It is understood that the word "temporary" as used above shall be deemed to mean twenty (20) working days or less.
- d) No employee will be laid off while an employee is temporarily assigned to his/her job classification.
- e) Except as provided in 18.1 (b), temporary vacancies in excess of twenty (20) working days will be filled through the job bid procedure. Such posting will stipulate a temporary vacancy. The job will be posted in accordance with Article 20 of the Collective Agreement and will not exceed thirty (30) working days in duration, except in cases of prolonged illness, unless a longer period is arranged by mutual consent of the Company and the Chairperson.

- f) Such employees as may be assigned to the temporary work shall receive the pay of their regular job classification or the top rate of the job classification in which the temporary work occurs whichever is higher.
- g) No disciplinary action will be taken against any employee who is assigned work of a temporary nature in another job classification by reason of his/her failing because of lack of job knowledge to satisfactorily do the work required of him/her in that classification.
- h) If there is a more junior employee in his/her classification, a senior employee shall not be re-assigned to a lower paying classification without his/her consent.
- i) Where an employee is re-assigned, she/he will be offered overtime in his/her original work station whenever a sufficient number in the workstation willing to work the overtime is not found. If the full crew from his/her original workstation has been asked to work, the employee temporarily re-assigned shall also be offered the overtime.

## **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 the employee 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.

Employees shall be entitled to take a total of ten (10) days of unpaid emergency leave each year, on the terms set forth in the Employment Standards Act (2000). The leave may be taken for personal medical reasons, or because of an illness or other urgent matter relating to a family matter as defined in the Act.

Employees shall be entitled to Family Medical Leave of up to eight (8) weeks as set forth in the Employment Standards Act (2000).

- 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.

The pay continuation procedure shall not apply where the employee is on leave of absence to become a member of the National CAW staff.

- c) Upon seven (7) 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. In emergency circumstances, two (2) days written notice shall be required.

- d) The President will be granted such Leave of Absence as is necessary to conduct Local Union business, with pay. Time spent on the above Leave of Absence will be limited to four (4) hours per occasion. It is understood that when the President is away for more than four (4) hours, time spent beyond the four (4) hours in any consecutive period of absence will be the responsibility of the Union.
- e) The Company will grant leave of absence without pay to an employee elected to the Federal House of Commons, Ontario Legislature, Thunder Bay Mayoralty position or City Council. An employee shall accumulate seniority during such leave of absence, but will not be entitled either to benefits or to vacation/pension credits.
- f) The Company agrees to pay into a special fund two cents per hour per employee for all compensated hours for the purpose of providing such education leave. Said 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 CAW Family Education Centre, PEL Training Fund, R. R. #1, Port Elgin, Ontario NOH 2C5.

Upon seven (7) days written notice, 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-one (21) days of class time, plus travel time, where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

- g) Leaves of fifteen (15) days or more will be discussed with the Union prior to Company decision.
- h) On written request from an employee with at least five (5) years of service with the Company, the Company shall grant a leave of absence for up to one (1) year for educational purposes. Such leave shall be limited to a maximum of three (3) employees and be limited to one (1) leave in each five (5) year period. Seniority shall accumulate during the approved leave, but the employee will not be entitled to benefits.
- i) The Company confirmed to the Union that applications for leaves of absence by employees to participate in International or Canadian relief programs/agencies will be covered under the union leave of absence provisions.

## 19.2 Maternity, Adoption and Parental Leave

- a) Employees with seniority will be granted up to seventeen (17) weeks maternity leave in accordance with the terms of the Employment Standards Act.
- b) Employees with seniority who have taken pregnancy leave will be granted up to thirty-five (35) additional weeks of parental leave. Employees with seniority who have not taken pregnancy leave will be granted up to thirty-seven (37) weeks of parental leave. Procedure will be in accordance with the terms of the Employment Standards Act.

Time on maternity leave and parental leave taken by the same employee must be continuous.

Employees must apply in writing for maternity, adoption or parental leave at least two (2) weeks prior to leaving, and must give two (2) weeks notice prior to return to work.

- c) Benefit coverage as well as vacation, pension credits and accrual of seniority, shall be maintained while employees are on maternity, adoption or parental leave.
- d) In the event of disability caused by or resulting from pregnancy related complications or from miscarriage, the employee will be entitled, in addition to Employment Insurance benefits, a Company paid supplemental benefit equal to the difference between the amount of Weekly Indemnity and Employment Insurance benefits.

If any employee is not eligible to receive the Employment Insurance benefit, the employee can claim benefits under the Weekly Indemnity Program under this provision.

- e) Employees returning from maternity, adoption or parental leave will be returned to their former job. If the former job does not exist, the employee may exercise her/his rights under the layoff/bumping provisions of the Collective Agreement.

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

## **ARTICLE 20**

### **20.0 Posting of Jobs**

- 20.1 Whenever promotions, new jobs or vacancies occur in the Bargaining Unit, notices of such promotions, new jobs or vacancies shall be posted at the Main Gate and at five (5) job posting boards within the Plant, for a period of three (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 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 or bidding on an apprenticeship.
- b) 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, unless the bid is for a higher classification.
- c) In the event that no applicant is eligible under the above, any qualified employee with or without seniority, may be assigned to the job. Any employee so assigned will not be re-assigned until an elapsed period of six (6) months, unless otherwise

mutually agreed by the Company and the Union. The assignment or re-assignment will be deemed to be the same as a Job Bid and the employee must agree to the assignment.

- 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. A successful applicant who declines a job after the result is posted, shall not be accepted on another job posting for three (3) months.

A successful bidder may return to his/her old position if he/she so requests within three (3) working days of beginning work in the new classification.

- 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 within the next three (3) months. 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, notification in writing, will be sent to the Bargaining Committee Chairperson within five (5) working days, stating the reason for cancellation. Any new classification will be entered in the employee's record immediately when he/she begins work in it and removed only if she/he fails to perform satisfactorily into the classification. It is noted that the employee may bid on posted jobs until he/she starts in the new classification.
- 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.
- d) An employee who has bid on more than one job posting within a three (3) working day period will have the choice of which one to be awarded if qualified.

- 20.5 All Chargehand positions will be posted. Promotions to Chargehands shall be based upon skill, ability, qualifications and knowledge of the job. Where these are judged to be relatively equal among candidates, the senior employee in the work stations involved shall be selected. Where a majority of employees in any group are welders, an employee promoted to Chargehand over that group must hold a welder's classification.

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

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

- 20.7 Effective ratification date, all Chargehand positions in work cells shall be posted. Assignment to Chargehand status in a work cell or a group of cells shall be based on skill, ability, qualifications and knowledge of the job. Where these are judged to be relatively equal among candidates, the senior employee in the work cell shall be selected.

## **ARTICLE 21**

### **21.0 Bulletin Boards**

- 21.1 a) The Company will provide five (5) bulletin boards in mutually satisfactory locations throughout the Plant for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper Officer of the Union. Except for local union administrative notices, such postings will be submitted to the Director

Human Resources or the Director's authorized representative, for approval before being posted.

- b) In addition, the Company will provide a separate encased bulletin board, in plain view in the cafeteria, 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 condition to discharge any employee for reasons other than the non-payment of Union Initiation Fees, or Dues, uniformly required of all members.
  - d) All new employees will be introduced to their Shop Steward by the Supervisor upon reporting to work. Employees transferred will also be introduced to the Shop Steward by the Supervisor of the department to which they are transferred.
- 22.2 During the life of this Agreement, the Company will deduct from the earnings of Union members, Initiation Fees and Dues laid down by the Constitution and By-Laws of the Union. The amount of such deductions shall be determined by a letter from the Financial Secretary of the Union to the Company. Regular dues to be deducted on the first pay of each month. The Company shall remit by cheque to the Financial Secretary of the Local Union the total of the deduction made on or before ten (10) days after the end of the pay period. Employees will be required to sign the necessary deduction slips, and deductions shall be made for the life of this Agreement. In January of each year, deductions of Skilled Trades Council dues of one-half (1/2) hour per year shall be made from Skilled Trades employees and remitted to the Financial Secretary of Local 1075.

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**

### **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.

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

In the case of a midnight shift, the hours shall be 11:30 p.m. to 8:00 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.

24.3 A fifteen (15) minute rest break will be provided in each full half shift which will include travel time from the employee's work station to the cafeteria and return.

24.4 Where shift rotation is required, such shifts shall be rotated equitably on a weekly basis and no employee will be required to work more than one (1) week on the same off shift. No employee will be sent home with instructions to report on a later shift, without his/her consent, provided there remains a junior employee who is capable of performing the work.

Unless with the consent of an employee, when a change of shift rotation of five (5) days or more is required, an employee will be given two (2) working days notice.

Where a fixed shift other than day shift is utilized, a senior employee holding the classification shall have the right to volunteer and shall receive preference over a junior employee.

If no employee volunteers for the fixed shift, the junior employee will be assigned the shift.

## **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 the Supervisor.

## **ARTICLE 26**

### **26.0 Wash Up Period**

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

## **ARTICLE 27**

## **27.0 Reporting Allowance**

27.1 An employee reporting for work who has not been told in advance not to report, will be given work for at least four (4) hours for which he/she reported. If no work is available, the employee will be paid four (4) hours at his/her regular straight time hourly rate. This obligation will not prevail when the employee is prevented from working because of:

- a) a power shortage or failure of power supply;
- b) any circumstances beyond the control of the Company or if the Company was not able to notify the employee of his/her not being required to work because of his/her neglecting to keep the Company advised of his/her current address and telephone number;
- c) suspension or discharge of the employee for just cause.

## **ARTICLE 28**

### **28.0 Call-In Allowance**

28.1 a) Any employee who has completed a shift and having clocked out, is then asked to work extra time, shall receive a minimum of four (4) hours pay at overtime rates.

An employee called in to do work which requires payment at overtime rates shall receive a minimum of four (4) hours pay at the applicable overtime rate.

- 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.  
seventy-five (75) cents per hour.
- b) Midnight shift starting at 12:00 midnight or 11:30 p.m.  
- one dollar (\$1.00) per hour.

## **ARTICLE 30**

### **30.0 Overtime Rates and Conditions**

30.1 a) All work performed by any employee in excess of 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.



- 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.
- c) All work performed on Sunday shall be paid for at the rate of double time.
- d) When overtime work is scheduled by the Company, it shall be distributed in an equalized manner amongst the employees in the classification normally performing such work in a given work station under the supervision of a Supervisor. The Company retains the exclusive right to determine when an overtime opportunity will be performed. The Company recognizes the equity of maintaining minimum differentials in the overtime hours amongst all employees within the classification.

The decision to accept or refuse overtime shall be voluntary, but overtime refused or otherwise not worked will be counted as work for the purpose of calculating overtime distribution.

- 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/her supervision, and if a sufficient number is still not found, plant-wide.
- f) An overtime roster will be maintained by classification within each department or workstation and will be available for examination by the Union.

g) Remedy:

If an employee alleges that he or she has been bypassed in the administration of an equal opportunity, and such allegation is substantiated, arrangements will be made by the Company to offer the equivalent amount of overtime within a two (2) month period from the date of complaint, or pay the employee the amount owed as if she or he had worked the overtime opportunity.

- h) If an employee is requested to work overtime of three (3) hours or more, at the end of their regular shift, the employee will have the following options:
  - 1) If the cafeteria is open, be given a hot meal in the cafeteria and a thirty (30) minute unpaid meal break will be provided (ie 4:30 p.m. to 5:00 p.m.)
  - 2) Be given a meal allowance of \$11.00 which will be provided on the employee's next regular pay. In this instance, the employee will be provided with one (1) fifteen (15) minute unpaid break at the beginning of the overtime assignment (ie 4:30 p.m. to 4:45 p.m.).
  - 3) Be given one (1) fifteen (15) minute paid break at the beginning of the overtime assignment (ie 4:30 p.m. to 4:45 p.m.).

- 30.2 a) Premium rates shall be paid from 12:01 a.m. to 12:00 Midnight on the day of a holiday, except that such payment shall not be made for hours worked to complete a shift started the afternoon prior to a holiday. Work performed on a holiday will be paid at the rate of double time with a day off with pay in lieu of the holiday worked or may be paid at triple time without a day in lieu, at the employee's option. Such day off must be scheduled, by mutual agreement of employee and supervisor, within a two (2) month period.

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

## **ARTICLE 31**

### **31.0 Injury and Jury Allowance**

- 31.1 a) An employee injured on the job shall be paid for the balance of the full shift on which the 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.
- b) An employee who is required for jury service or subpoenaed as a witness shall be paid the difference between normal straight time pay and the payment received for such jury service or subpoena. The employee will present proof of service or subpoena and of the amount of pay received.

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. Payment shall be by direct deposit. Pay stubs will be issued by the Company in sealed envelopes.
- 32.2 Employees who are laid off or quit shall receive all wages and benefits due them, within five (5) working days.
- 32.3 Adjustments to pay necessitated because of errors or omissions will be made on the employee's next following paycheque. However, if the amount is equivalent to one (1) day's pay or more, the employee will be advanced an amount within five (5) 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 necessary. Effective ratification date, upon presentation of a receipt from a retail outlet, the Company will pay an allowance of \$125 per employee per contract year for the purchase of one (1) pair of safety shoes.

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/she shall immediately report such to the 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 50.2 of the Occupational Health and Safety Act, RSO 1990 C.O. 1 as amended by S.O. 1992 C.14.

Welder/Skilled Trades coveralls \$150.00 lump sum per year paid on paycheque following ratification and nearest paycheque on June 1, 2009 and June 1, 2010. To qualify for the lump sum payment, a worker must have worked thirty (30) days in the contract year.

- 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 employer, without loss of pay. It is understood that such examinations will solely involve testing for exposure to designated or regulated substances as enumerated in the Occupational Health and Safety Act.
- 33.3 The Union undertakes to assist Management in obtaining proper observance of all necessary safety and health rules, and in order to facilitate the observance of such rules, agrees to elect three (3) C.A.W. Bargaining Unit members to be members of a Safety Committee composed of such representatives and an equal number of persons appointed by the Company; such committee to meet at regular monthly intervals.
- 33.4
  - a) The Union Safety Chairperson shall work in conjunction with the Company Safety Representative and will act immediately on any alleged safety violations, unsafe equipment, or working conditions reported by any Company employee.
  - b) The representatives of the Joint Health & Safety Committee shall make monthly inspections of the Plant and equipment therein, and shall report the results of their inspection to any Shop Supervisor deemed necessary, and to Human Resources and the Union. In the event of any lost time accident or injury, a Company and a Union Safety representative will be notified immediately, and shall investigate and report as soon as possible to the Company and the Union, the nature and cause of such accident or injury.
  - c) It is understood that the Safety Chairperson, or other members of the Safety Committee, shall use such time as is necessary to perform their functions as Health and Safety Representatives.
- 33.5 The Joint Safety Committee Representatives shall have access to accident reports, and safety records in the employer's possession, including data and reports provided to, and by, the Workplace Safety Insurance Board.
- 33.6
  - a) The Company shall request from suppliers, any and all data sheets relating to chemical compounds, biological or physical agents or any combination of such that

will be used or intended to be used in the plant. Upon receipt of such data, the Company shall cause a copy to be supplied to the Union Safety and Health Committee.

- 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/she 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 related classification.

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.

### 33.8 Incapacitated Employees

The Company undertakes to make every effort to continue an employee who becomes incapacitated by illness or injury in productive employment. In the event that an employee becomes incapacitated from performing the duties of his/her position by reason of illness or injury, the parties will identify another position that the employee has previously held or a lower level position within the Bargaining Unit which she/he is capable of performing. The Union and the Company agree that he/she be placed in that position on a trial basis and allowed to continue in that position for as long as she/he is able or is required to do such work and remains incapacitated from performing the duties of the position occupied when he/she became incapacitated. An employee who has been placed on a job because of disability will have that disability reviewed at least annually to determine entitlement under this position.

It is understood that in order to bump into a position, an employee must have more seniority than the employee that holds said position.

### 33.9 a) Substance Abuse

The Company and the Union agree that substance abuse is harmful to both the employee's well being and the Company's operations. Both parties agree to work together to assist employees in overcoming substance dependency. It is clearly understood that it is the employee's responsibility to help himself/herself and that actions of the Company and the Union are supportive in nature.

- b) The Company agrees that if an employee is absent from work as a result of continuing treatment under the care of a physician in accordance with a planned program of rehabilitation agreed to by the Company, he/she will be entitled to receive benefits in accordance with the weekly indemnity plan provided:

a) the Company has approved the program, b) the employee successfully completes the program and c) the employee enters the program with the understanding that completion of the program is a condition of continued employment with the Company.

### c) Substance Abuse Joint Committee

The parties shall establish a Joint Rehabilitation Committee consisting of one (1) representative of the Union and one (1) representative of the employer to deal with substance abuse problems in the work place. The Company will provide appropriate training for the Union member of the Committee on substance abuse issues. The Representative of the

Union to the Joint Committee shall be retained on the day shift. The Committee shall have the full support of both parties and be vested with the authority to make recommendations. Upon recommendation of the Committee, employees may be referred to Lakehead Regional Family and Credit Counselling for initial evaluation and scheduling of a suitable program. The Company and the Union express their joint determination to deal cooperatively and constructively with the problem of substance abuse among Bombardier workers represented by the CAW. To further this objective, the Company will continue to provide an Employee Assistance Program for use by all employees and their families.

## **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 Fold-in COLA accrued during the life of the previous agreement - \$0.93.
- 35.2 Cost of Living Adjustments shall be effective June 2008, September 2008, December 2008, March 2009, June 2009 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 112.6 and the equivalent index figure published in May 2008, August 2008 and quarterly thereafter.
- 35.4 Adjustments shall be calculated on a formula of 1 cent per hour worked for each 0.0690 of a point upwards difference between the respective Index Figure applicable and the base figure, using 2002 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, 2008.

## **ARTICLE 36**

### **36.0 Automatic Progression**

- 36.1 Effective ratification date, progressions to the maximum rates shown for each classification in Appendix "A" shall be automatic with a starting rate equal to seventy five (75) percent of the maximum rate in the first year of employment, eighty (80) percent of the maximum rate in the second year of employment, ninety (90) percent of the maximum rate in the third year of employment and equal to the maximum rate in the fourth year of employment.

## **ARTICLE 37**

### **37.0 Bereavement Pay**

- 37.1 If an employee has a bereavement in his/her immediate family as defined below, such employee shall be given a leave of absence to make arrangements to attend the funeral or confirmed memorial service.

- 37.2 Bereavement shall not exceed five (5) consecutive working days in the event of loss of a spouse, common-law spouse, child or step-child.
- 37.3 In the event of loss of a parent, grandparent, brother, sister, father-in-law, mother-in-law, step-parents of the employee or the employee's spouse, spouse's grandparents, step-brother, step-sister, brother-in-law, sister-in-law or grandchildren, bereavement shall not exceed three (3) consecutive working days, and in no event go beyond the day after the funeral or confirmed memorial service.
- 37.4 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/she regularly performs.
- An employee will not be classified in a Labour Classification by reasons of 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/her job classification.
- c) Within the Material Expediter classification there will be designated individuals who have volunteered to be certified for the position of replacement vehicle driver. This position will be used to replace Vehicle Drivers who are absent and/or in the case of a sudden temporary need not to exceed three (3) working days. This clause will not be used if any Vehicle Driver is laid off from the classification; this clause will not be used to circumvent the job posting procedure.
- 38.2 Employees shall be credited with classifications gained as follows:
- a) Hired into classification;
- b) New classifications gained from time to time through successful bidding or assignment on posted jobs, as provided in Article 20;
- c) Bumps into related classifications as provided for in Article 17 and Appendix "D" of this Agreement;
- d) Addition of such classifications as may be credited to an employee by mutual agreement between the Company and the Union.

38.3 Any new classification will be entered in the employee's record immediately when he/she begins work in it and removed only if she/he fails to perform satisfactorily in the classification.

38.4 Any employee may sign off any classification not bumped into in the last six (6) months, other than his/her original classification.

#### 38.5 Classification Groups

(a) If a position is required within a Classification Group, the posting will include the name of the Classification Group and of the Classification required. Example: "Machine Operator General II – Power Brake Operator".

(b) Work scheduled by the Company in any classification within a Group, shall be assigned first, and in the order of seniority, to those currently holding that classification.

If the work for a classification is reduced, the employee may be assigned other work in the order of seniority within the Classification Group.

(c) When there is a reduction in staff, the junior person in a Classification Group will be the first to be laid off. The senior laid off person in a Classification Group will be the first to be recalled.

(d) Effective ratification date: If an employee's original classification belongs within a Group or if the employee is working within a Group, he/she will be credited with the Group classification.

Other employees holding a classification within a Group must bump a junior person within their classification in the order of seniority before being credited with the Group classification.

Machine Operator General I - (Labour Group 4)

- 1) Machine Operator General N.C.
- 2) Power Tube Bender N.C.

Machine Operator General II - (Labour Group 4)

- 1) Pantograph Operator
- 2) Power Shear Operator
- 3) Pressure Die Setter
- 4) Radial Drill Operator
- 5) Saw Operator
- 6) Power Brake Operator

Operators in Classification Group 1 and Classification Group 2 will deburr parts as one of their duties so long as this does not detract from regular duties.

## **WORK CELLS**

### **Definition of a Work Cell**

38.6 A work cell is a production unit where different classifications are employed to produce a specific range of parts (example: "Aluminum Cell").

When a work cell is being established, workers holding each of the classifications within the cell will be invited to bid on the cell positions and will be selected on the basis of seniority. If insufficient numbers of people in a classification bid, the junior person in each of the classifications will be assigned to the cell.

Cell members will clean their own work areas and machines.

### **Procedure for Job Assignment in Work Cells**

- 38.7 a) In each Work Cell, employees in production jobs shall first perform duties in their own classification when such work is available.
- b) When work in a production employee's own classification is not available, within the cell, other jobs within the cell shall be assigned to the employee.
- c) If an operation within the cell becomes backlogged or bottlenecked, other employees within the cell can volunteer to perform the work, if qualified. If no employee volunteers, the junior employee qualified can be assigned. In the case of skilled trades work, only a skilled trades person can be assigned. In the case of welders, only welders can be assigned. This provision does not apply to Material Expediter, Vehicle Driver or Crane Operator.
- d) Where layoffs are required, the most junior employee plant wide in a Group Classification, shall be the first to be laid off.
- e) As an example, when no work for a Machine Operator General is available anywhere within his/her Classification Group, the worker may be temporarily assigned duties in the other Machine Operator General Classification Group. (I.e., Machine Operator General I's may be temporarily assigned to Machine Operator General II and vice-versa.). If such work assigned to a classification exceeds six (6) hours in multiple cells, another employee will be added in that classification. If welding in a cell is under four (4) hours it will not be included in the cell.
- f) In addition to cleaning machines and maintaining work areas, cell employees are expected to perform minor (TPM) maintenance within their cell (i.e. top-up oil/fluids, change household type bulbs). Cell employees will also perform a visual inspection of their equipment prior to use to verify that it is in good working order and complete pre-start documentation if required.

### **Work Cell Overtime**

- 38.8 Overtime in work cells shall be first offered to persons within the cell currently performing that work, then to all other production employees within the cell.

If no employee within the cell is willing to perform the work, it shall be offered to employees outside the cell who hold the classification of the work being assigned.

- 38.9 In the implementation of cell production where the Collective Agreement is impacted, the two (2) parties may discuss problems which arise and if any changes are deemed necessary they must be ratified by both parties.

- 38.10 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/her classification.

- 38.11 (One) 1 Toolmaker will be specified to be responsible for implementing improvement recommendations and liaise with other departments as required (i.e. Production, Methods and Engineering). This clause will not limit Article 2 or Article 50.

## **ARTICLE 39**

### **39.0 Instruction**

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

## **ARTICLE 40**

### **40.0 Chargehand/Cell Leader**

- 40.1 Chargehands shall be paid a bonus of one dollar (\$1.00) per hour over their own classification rate or over the highest paid employee on their crew, whichever is greater.

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

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

### **40.3 Cell Leader**

The Cell Leader will:

- Assist the Supervisor in reviewing station work problems, training standards, safety and quality.
- Participate in resolution of quality hold points/audits.
- Implement and uphold WCM and BOS standards.
- Ensure the safety, environmental and flammable materials policies are being followed.
- Perform/maintain all necessary documentation.
- Liaise with other departments in the resolution of issues.
- Assist the team in identifying opportunities for improvement in the cell.
- Facilitate improvement activities as necessary.

Qualifications Required:

- A minimum score of sixty-five (65) percent on the Cell Leader Application.
- Must be willing to take Cell Leader training as required:  
Communication

Change Leadership  
Problem Solving  
Teamwork

- 40.4 Promotions to Cell Leader shall be based on a minimum score of sixty-five (65) percent on the Cell Leader Application. When more than one applicant achieves sixty-five (65) percent, the senior employee in the work station involved shall be selected. Where a majority of employees in any group are welders, an employee promoted to Cell Leader over that group must hold a welder's classification.
- 40.5 Effective ratification date, all Cell Leader positions in work cells shall be posted..
- 40.6 No Cell Leader shall have the same employee(s), within a group, as another Cell Leader on the same shift.
- 40.7 Employees shall lose Cell Leader status when they are laid off or transferred as per the provisions of Article 17.
- 40.8 A Cell Leader shall be paid a bonus of one dollar (\$1.00) over their own classification.

## **ARTICLE 41**

### **41.0 New and Changed Classifications**

- 41.1 Immediately following the introduction of a classification not shown in this Agreement or of substantial changes to an existing classification, the Company shall submit to the Chairperson of the Bargaining Committee an occupational summary of the job and Labour Grade to which it has been assigned. It is agreed that former classifications deleted from previous Collective Agreements and their job grades, will be given first consideration before any new classification is introduced. If within 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.
- 41.2 In order to provide for appeal against a new or amended classification or its Labour Grade, the following procedure shall be used.
- a) The Union shall lodge the appeal in writing with the Director Human Resources or the Director's 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) members of the Union and two (2) members of Management. No employee affected by the new classification, or change in classification, shall be a member of the Committee. The Committee shall submit its findings, in writing, to the Director Human Resources of the Company, or the Director's designate, and the Chairperson of the Bargaining Committee of the Union, within thirty (30) working days, and if the decision of this Committee is unanimous, then the Committee's decision shall be final.
  - d) If the Committee should fail to reach agreement, the matter shall be negotiated between the Company and the Union and failing satisfactory settlement, either party may refer the matter to arbitration.

## **ARTICLE 42**

## 42.0 Paid Plant and Statutory Holidays

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

### ASSIGNED DAYS

	2008	2009	2010	2011
New Years Day		Jan. 1	Jan. 1	Jan. 3
February 24		Feb. 23	Feb. 22	Feb. 21
Good Friday		Apr. 10	Apr. 2	Apr. 22
Victoria Day		May 18	May 24	May 23
Canada Day	June 30	June 29	July 2	
Civic Holiday	Aug. 4	Aug. 3	Aug. 2	
Labour Day	Sept. 1	Sept. 7	Sept. 6	
Thanksgiving Day	Oct. 13	Oct. 12	Oct. 11	
Christmas Day	Dec. 25	Dec. 25	Dec. 27	
Boxing Day	Dec. 26	Dec. 28	Dec. 28	
Floating Day	Dec. 24	Dec. 24	Dec. 24	
Floating Day	Dec. 29	Dec. 29	Dec. 29	
Floating Day	Dec. 30	Dec. 30	Dec. 30	
Floating Day	Dec. 31	Dec. 31	Dec. 31	

42.2 To become eligible for the holidays in 42.1, an employee must have at least sixty (60) working days seniority with the Company, or as per ESA, whichever if the greater benefit. (Refer to Article 15, paragraph 1 (b) for rehires).

42.3 An employee must have worked the last scheduled shift before and the 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.

42.4 If an employee believes that an absence before or after a holiday was for legitimate and justifiable reason, the employee may make application for consideration by the Human Resources department within one (1) week after the holiday. Allowance for late starting on these days must not exceed one (1) hour each day.

42.5 Time worked on holidays listed above, including floating holidays, shall be paid for at the rate of double time and the employee will have an option of taking a day off with pay in lieu of having worked the holiday or receiving the holiday pay without having to take a day off in lieu of the holiday.

42.6 Should a holiday fall on a Sunday, it shall be observed on the following Monday.

42.7 Should a holiday fall on a Saturday, it shall be observed on the preceding Friday. Exception to this will be if Boxing Day falls on a Saturday, then it will be observed on the following Monday.

- 42.8** A paid holiday shall not be counted as part of an employee's paid vacation period.
- 42.9** An employee who is laid off five (5) working days prior to a paid holiday, or fifteen (15) working days in the instance of Christmas Plant Shutdown shall be paid for the Holiday.
- 42.10** An employee who is absent from work by reason of sickness or accident and fulfills the conditions of the Weekly Indemnity program, shall be paid for all statutory and plant holidays during such absence. However, the maximum such payment shall be limited to the equivalent of the employee's regular earnings, taking into account any Worker's Compensation or Weekly Indemnity payment.

## **ARTICLE 43**

### **43.0 Vacation With Pay**

- 43.1 a) All employees covered by this Agreement will receive vacation with pay in accordance with the terms set out below.
- b) All employees must take their vacation by May 31st of the following year, and such vacation shall not be accumulated from year to year. Requests for vacations at a later date may be granted by mutual agreement by the Company and the Union in writing.
- c) The Company agrees to meet with the Union by the first of February of each year to discuss vacation period plans, including the scheduling of a summer shutdown. Such arrangements will be posted by April 1st, or sooner, if possible.
- d) Employees will normally take vacations in periods of not less than one (1) week. However, employees with entitlement in excess of the three (3) weeks required for the summer shutdown shall have the option to take excess time in periods of less than one (1) week, subject to supervisory approval. In the event that a shutdown is scheduled and provided adequate coverage is maintained, employees with more than one (1) year of service, who are not able to be assigned the vacation shutdown, will be allowed at least two (2) consecutive weeks off between the first full or partial week of July or the last full or partial week of August.
- e) A list of employees who have not completed vacation entitlement by February 28th, of each year, shall be made available to the Union.
- f) Vacations will be scheduled throughout the year as far in advance as possible, giving due regard to departmental production requirements and seniority. Employees may not book vacation more than one (1) year in advance.

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

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

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

- g) In the year of his/her retirement, an employee shall have the option to take regular vacation entitlement, or to work straight through until date of retirement.
- h) 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 the employee's supervisor within the same vacation year.

43.2 ELIGIBILITY: All employees covered by this Agreement shall be entitled to Annual Vacation with pay as per the following schedule, if they have attained one year's seniority as of May 31, in the current year.

- a) One (1) year's seniority, but less than five (5) years' seniority - 2 weeks with pay
- b) Five (5) years' seniority, but less than ten (10) years' seniority - 3 weeks with pay
- c) Ten (10) years' seniority, but less than seventeen (17) years' seniority - 4 weeks with pay
- d) Seventeen (17) years' seniority, but less than twenty-three (23) years' seniority - 5 weeks with pay
- e) Twenty-three (23) years' seniority, but less than twenty-nine (29) years' seniority - 6 weeks with pay

43.3 Entitlement:

- a) Vacation entitlement will be as above, but vacation pay for employees with one (1) year's seniority or more, will be calculated on weeks pay, plus the prevailing COLA bonus, as at the time the vacation is taken, and a week will be considered as 40 hours. With the exception, that an employee who has less than 1360 hours worked in a previous year will receive vacation pay at the rate of 2% of earnings for each week of entitlement.
- b) Money received from Worker's Compensation Board, Weekly Indemnity Benefits, previous Vacation Pay, paid Plant and Statutory Holidays and overtime, will be calculated as earnings. Money received from Human Resources Canada while on Maternity or Parental Leave, will be calculated as earnings.
- c) Time off work while receiving Worker's Compensation Board payments and Weekly Indemnity payments, previous year's vacation, paid Plant and Statutory Holidays, authorized Leave of Absence will be counted as hours worked.
- d) After the expiration of the fifty-two (52) week Weekly Indemnity Sick Leave Program, an employee will be paid for any accrued vacation time to his/her credit prior to starting on Long Term Disability.

Hours worked and earnings from Worker's Compensation and Weekly Indemnity, as set out in (b) and (c) above, will be credited for fifty-two (52) weeks from the onset of disability.

Employees returning to work from W.I., W.S.I.B., Parental Leave or Maternity Leave that were off during the summer shutdown will be required to take vacation equal to the summer shutdown prior to returning to work.

**43.4 Termination of Employment**

Terminating employees for any cause shall be paid accrued vacation pay based on their seniority entitlement.

**43.5 Layoff**

An employee who is laid off shall receive vacation pay up to the time of layoff, and such pay shall be in accordance with his/her service entitlement, as detailed in 43.2. An employee who is laid off shall receive vacation pay up to the time of layoff, and such pay shall be in accordance with his/her service entitlement, as detailed in 43.2. At the employee's request, payment for such vacation can be deferred until the end of the Vacation Year.

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

**43.6 Deceased Employees**

If an employee should die while on Company payroll, vacation pay which stands to his/her credit will accrue to the estate. Such pay shall be calculated in accordance with Article 43.2.

## **ARTICLE 44**

**44.0 Termination Clause**

44.1 This Agreement shall remain in effect until May 31, 2011, and unless either party gives to the other party written notice of termination, or of a desire to amend the Agreement, then it shall continue in effect for a further one year period without change, and so on from year to year thereafter. It is understood that if notice of termination or amendment of the Agreement has been given by either party and negotiations for a new Agreement have not been completed by the termination date, then the Labour Relations Act of Ontario, shall govern both parties to the Agreement.

44.2 Where any changes have been made in terms of the previous Agreement, such changes will be effective the date of ratification, except as agreed to in writing by the parties.

44.3 Any grievance filed or pending prior to the date of ratification, will be settled under the terms of the previous Agreement.

44.4 It is agreed that font size of the new Collective Agreement shall be no smaller than in the 2002 – 2005 collective agreement.

The Company will provide a Collective Agreement booklet within six (6) months of ratification of the Agreement.

## **ARTICLE 45**

**45.0 Notice of Amendment or Termination**

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

## **ARTICLE 46**

### **46.0 Social Security**

46.1 All employees covered by this Agreement shall upon completion of sixty (60) working days of employment (except those employees rehired as stated in Article 15, paragraph 1b) participate in an Employee Benefit Plan consisting of the following:

- a) Medical coverage and Standard Ward hospital coverage as provided for in the Employee Health Tax Act.
- b) Supplementary Plan semi-private ward coverage.
- c) Plan will provide at current rates:
  - i) Preventive and Basic Services - 100% coverage
  - ii) Endodontic (root canal) and Periodontic Services - 80% coverage,
  - iii) Major services (dentures, crowns, caps, bridges) - 50% coverageMaximum benefits per calendar year - \$2,000 per insured family member.
- d) Extended Health Care Plan.

The Company shall continue to assume one-hundred (100%) percent payment of the Plans. Employees will be required to purchase generic prescription drugs, whenever they are available, unless otherwise prescribed by the doctor due to medically necessary reasons

Employees who retire early will continue to participate in the Extended Health Care Plan program (inclusive of drugs and semi-private) and the Vision Care program for the period between the employee's date of retirement and normal retirement date without cost to the early retiree.

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.

All employees with one (1) year 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.

The Company will introduce a Drug Card Program effective January 1, 2000.

- e) Effective ratification date of this Agreement, the Company will provide a Vision Care Plan which will provide a maximum payment of \$150 per family member in any two (2) consecutive calendar years. Eligible expenses will include frames and lenses and contact lenses, eye examinations to a maximum of \$65.00 every two (2) years.

Children under the age of eighteen (18) entitled to \$150 in any one (1) calendar year.

- f) An employee who is off work on approved Maternal or Parental Leave shall be entitled to continuation of benefits as set forth in the Employment Standards Act, R.S.O. 2000 as amended.
- g) Should the Company decide to change insurance carriers, there will be no loss in the level of insurance benefits as a result.

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

- |    |                                    |             |
|----|------------------------------------|-------------|
| a) | Life Insurance of                  | \$40,000.00 |
| b) | Accidental Death and Dismemberment | \$40,000.00 |
| c) | Life Insurance for Retirees        | \$ 2,500.00 |

46.3 a) The Company shall pay the full cost of the premiums for employees on sickness and accident who satisfy the conditions of the weekly indemnity program for a maximum period of 52 weeks.

- b) Weekly benefits for non-industrial accidents or sickness will be \$500 per week for claims filed after September 21, 2002.

- 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.

If an employee returns to work and is again absent because of the same or a related disability within two (2) weeks of returning to work, benefits pick up where they left off and there will be no waiting period.

- d) If an employee has not received payment within ten (10) days of having filed a claim, the Company will confirm approval with the Carrier and advance the employee the estimated net amount of the benefit.

If an employee applies for Worker's Compensation benefits and has not yet received such benefits within ten (10) days of having filed his claim, the Company will directly advance to the employee monies equal to the weekly indemnity benefit, to a maximum of twelve (12) weeks, provided the employee has signed the form required. Such form will acknowledge a commitment to repay the money advanced from WSIB or W.I. benefits subsequently received if the claim is approved. Advances will also be repaid if both WSIB and W.I. claims are denied.

- e) Effective September 30, 1999, the Company shall pay the full cost of an L.T.D. plan which pays 50% of the W.I. benefits for a period up to 260 weeks following exhaustion of the 52 W.I. Program. During this period, the Company maintains Health Care benefits; however neither paid holiday nor vacation provisions apply.



The L.T.D. benefit will be increased to 60% of the W.I benefits for persons who qualify after September 23, 2002.

46.4 For the purpose of this Article and of the Pension Plan and subject to the approval of the Pension Commission of Ontario and of Revenue Canada, the definition of "spouse" shall mean a person who:

- a) is married to the Employee, or
- b) if not married to the Employee, has been living together in a conjugal relationship with the Employee, either
  - i) continuously for a period of not less than 1 year, or
  - ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act, 1986 (Ontario).

46.5 Prescription Eye Glasses

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

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

- a) The employee must require visual correction at his/her normal working distance.
- b) Employees must supply their own prescription or have a suitable eye examination by a qualified person at their own expense.
- c) The employee must have acquired seniority, and be a permanent employee.
- d) Badly pitted or damaged lenses will be replaced but not more than one pair per year will be issued to an employee for all purposes.
- e) The Company will provide bi-focal and tri-focal lenses.
- 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.

46.6 The Company will endeavour to provide an updated benefit booklet within six (6) months of ratification of the Agreement.

## **ARTICLE 47**

**47.0 Pension Plan**

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

## **ARTICLE 48**

### **48.0 Appendices**

- 48.1 Appendices A,B,C,D, and E form part of this Agreement.

## **ARTICLE 49**

### **49.0 No Strike**

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

## **ARTICLE 50**

### **50.0 Subcontracting**

- 50.1 All work normally performed by Bargaining Unit employees, or similar work, shall not be performed on the Plant premises by employees outside of the Bargaining Unit, except the following:

- a) All concrete, cement, brick, tile and foundation work.
- b) Maintenance/repair of all roof top gas fired HVAC units greater than 400,000 B.T.U. and interlocked vents. Refer to Memorandum dated October 17, 2003.

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

- 50.3 The Company recognizes the Unions concern regarding contracting out bargaining unit work. The Company agrees to meet with the Union at least ten (10) days prior to letting any work unless it is an emergency. The focus of the meeting will be to discuss the reasons for Management contemplating contracting out the work, and the utilization of the bargaining unit members including the hiring of apprentices.

- 50.4 Skilled Trades work which has been past practice to have been performed by employees within the Bargaining Unit, shall not be contracted out without prior consultation with the Skilled Trades Committeeperson, Bargaining Chairperson and Chairperson of the Joint Apprenticeship and Training Committee.

- 50.5 When Skilled Trades employees are on layoff, the laid off trades will be given first consideration to perform the work, provided they are available and able to perform the work as per the Company's requirements, except in the following circumstances:

- a) short completion time requirements and immediate availability of the required trades people on staff for the work to be performed, or
- b) the unavailability of space or required equipment, or

- c) Short duration jobs for which it is not practical to recall the tradesperson, and the trades at work have refused the opportunity to complete such assignment.

In the case of an emergency, Management will notify the Union Chairperson immediately.

## **ARTICLE 51**

### **51.0 New Technology**

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

When the decision to introduce New Technology has been made, the Company shall notify the Union of its intention and of the anticipated effect it will have on Bargaining Unit employees. Such notification will be given three (3) months in advance.

The parties undertake to meet within the next ten (10) working days and to hold constructive and meaningful meetings in an effort to reach agreement on solutions to the problems arising from the change.

This clause will apply to Production Classifications.

- 51.2 The Company and the Union will institute a committee to consider the impact of the implementation of any New Technology except as it applies to Skilled Trades. 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 three (3) months prior to the implementation of such changes.

## **ARTICLE 52**

### **52.0 Plant Closure/Severance Pay**

- 52.1 The Company shall advise the Union at least three (3) months in advance of any full or partial plant closure. Such notice shall be in writing and indicate the reason for the action.
- 52.2 Following such notification, the local Union and CAW National Union will have the right to discuss and explore with the Company, any possible means of averting closure.
- 52.3 In the event of a partial shutdown, employees made redundant will be allowed to exercise their seniority rights per the terms and conditions of Article 17.0.

- 52.4 An employee permanently laid off as a result of any full or partial plant closure shall be paid severance pay in accordance with the Employment Standards Act, however, will receive severance pay after one (1) year of continuous employment on the basis of one (1) week for each completed year to a maximum of twenty-six (26) weeks.

## **ARTICLE 53**

### **53.0 Training Programs**

- 53.1 Employees participating in night school courses related to their employment, with the approval of their departmental manager will be reimbursed 37 1/2% of the tuition at the time of enrolment and another 37 1/2% upon proof of successful completion. Text book cost will be reimbursed at 100% at the time of enrolment.

- 53.2 Training or retraining shall be provided to an employee during regular working hours. If the training takes place outside an employee's regular working hours, he or she shall be paid time and a half for those hours.

### **53.3 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.

THIS AGREEMENT is hereby duly executed by the said parties this      day of      , 2008.

**FOR:**

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

Paul Pugh, President  
Ron Frost, Chairperson, Committeeperson, Stalls  
Dwight Anderson, Committeeperson, "C" Bay  
Dominic Pasqualino, Committeeperson, Skilled Trades  
Larry Huber Committeeperson, "A" Bay  
Carmine Felice, Vice Chairperson ,Committeeperson Mtce. & Bldg. 8  
Terry Molly, Committeeperson "B" Bay  
Charlie Meeking, Committeeperson Bldg. 7  
Andy Savela, National Representative  
Tom Murphy, Regional Director

**FOR:**

**BOMBARDIER TRANSPORTATION  
THUNDER BAY PLANT THUNDER BAY, ONTARIO**

Rod Halstead Director Human Resources  
Brad Kramp Advisor Human Resources  
Fred Bauer Director Finance  
Ron Rojik, Director Manufacturing  
Pat Bagshaw, H/R Agent, Office Services

Signed this \_\_\_\_\_ day of \_\_\_\_\_ to officially implement this document as the Collective Agreement between the following parties:

Bombardier Transportation - Thunder Bay Plant

\_\_\_\_\_  
Rod Halstead  
Director Human Resources

\_\_\_\_\_  
Brad Krampp  
Advisor Human Resources

\_\_\_\_\_  
Fred Bauer  
Director Finance

\_\_\_\_\_  
Ron Rojik  
Director Manufacturing

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

\_\_\_\_\_  
Paul Pugh, President

\_\_\_\_\_  
Ron Frost, Chairperson, Committeeperson, Stalls

\_\_\_\_\_  
Dwight Anderson, Committeeperson "C" Bay

\_\_\_\_\_  
Dominic Pasqualino, Committeeperson, Skilled Trades

\_\_\_\_\_  
Carmine Felice, Vice Chairperson, Committeeperson Mtce. & Bldg. 8

\_\_\_\_\_  
Larry Huber, Committeeperson , "A" Bay

\_\_\_\_\_  
Charlie Meeking, Committeeperson Bldg. 7

\_\_\_\_\_  
Terry Molly, Committeeperson "B" Bay

\_\_\_\_\_  
Andy Savela, National Representative

\_\_\_\_\_  
Tom Murphy, Regional Director



**SKILLED TRADES AGREEMENT**

between

**BOMBARDIER TRANSPORTATION  
THUNDER BAY PLANT**

and

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

and

**SKILLED TRADES LABOUR CLASSIFICATIONS**

**JUNE 1, 2008 - MAY 31, 2011**

**THE CAW SKILLED TRADES AGREEMENT FORMS  
PART OF THE GENERAL AGREEMENT WITH CAW,  
LOCAL 1075, NEGOTIATED FOR THE PERIOD  
JUNE 1, 2008 - MAY 31, 2011**

**'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 Agreement: Article 12)**



## SKILLED TRADES AGREEMENT

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

### ARTICLE 1

#### 1. Seniority Rights of Journeyman

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

### ARTICLE 2

#### 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/she 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/she 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, totalling at least eight (8) years. This documentation must be signed by one company official. Xerox copies are not acceptable.

- c) The Union's Skilled Trades Committeeperson shall have the right to examine any documents submitted as proof of Journeyman status at the time of hire or promoted from any classification from the plant. At the time of hire, or promotion from the plant, by mutual consent, the time necessary to produce any of the previously mentioned documents may be extended. If an employee requires an extension, fifteen (15) working days will be granted.

### ARTICLE 3

#### 3. Apprenticeship Progression Schedules

Employees selected to enter one of the Progression Schedules or Apprenticeship Training shall have their work experience evaluated by the Joint Apprenticeship Committee and if given credits, 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/she 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.

#### **ARTICLE 4**

### **4. Apprenticeship Program**

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

#### **ARTICLE 5**

### **5. Chargehands (Skilled Trades)**

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

#### **ARTICLE 6**

### **6. Skilled Trades Chargehand Bonus**

A bonus of one dollar (\$1.00) per hour shall be paid to all Skilled Trades Chargehands.

#### **ARTICLE 7**

### **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 plant seniority will be given the preference.

#### **ARTICLE 8**

### **8. Training Programs**

- a) The impact of the implementation of new technology shall be dealt with by the Joint Apprenticeship and Training Committee. The Committee will be notified of any changes three (3) months in advance. The Committee will recommend training to upgrade the skills of Tradespersons affected by technological changes so that present Skilled Trades Classifications can properly service, maintain and operate machines and equipment in the plant for which they are responsible".
- b) If employees wish to participate in technically oriented night school courses, the Company will pay for tuition fees after successful completion of course. In the application of the above, prior approval must be obtained in the selection of such courses.

- c) When there is a specific application to a particular need in the shop then (a) applies. When an individual wishes to add to his basic knowledge, then (b) will apply.
- d) The Company will pay 100% of all applicable tuition fees, lab fees and textbook costs recommended by the Joint Apprenticeship Committee and approved by the Company.
- e) The Company will provide a travelling allowance of \$100.00 per week, with receipts, to Apprentices for the period they attend trade school outside Thunder Bay.

## **ARTICLE 9**

### **9. Skilled Trades Overtime Hours**

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

## **ARTICLE 10**

### **10. Skilled Trades Seniority**

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, as per Article 15.6 of the General Agreement. If such employee at sometime in the future bids back into the Skilled Trades, she/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 three (3) months Skilled Trades seniority when they have accumulated three (3) 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/her skilled trades seniority shall lapse.

In Skilled Trades, vacation will be paid at the Journeyperson rate,

- a) if he/she has worked a minimum of three (3) months in the trade in the previous vacation year.

or

- b) is in the trade at the time the vacation is taken.

If the employee is not in the trade at the time vacation is taken and subsequently works three (3) months in the trade, he/she will be paid vacation at the Journeyperson rate the following vacation year.

## **ARTICLE 11**

### **11. Bumping Rights**

An employee who is laid off from a Skilled Trades Classification, 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 Finisher.

"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 17.4 (a) and 38.2 of the General Agreement.

## **ARTICLE 12**

### **12. 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.

## **ARTICLE 13**

### **13. Skilled Trades Work**

The Company agrees that it will not direct its production employees to build jigs of a temporary or permanent nature, or any other Skilled Trades Work.

## **ARTICLE 14**

### **14. Skilled Trades Committeeperson**

It is understood that the Skilled Trades Zone Committeeperson referred to in Articles 7 and 17 of the General Agreement, represents Skilled Trades Workers on a plant-wide basis, and will be retained in a Skilled Trades Classification, notwithstanding his/her Skilled Trades Seniority and the work available which he/she is qualified and willing to perform.

## **ARTICLE 15**

### **15. Tool Allowances**

A tool allowance of up to \$525 effective June 1, 2002 will be made to all Skilled Tradespersons, including apprentices, for the purpose of purchasing tools, used in the performance of each Tradesperson's regular duties. The Tradesperson shall provide a receipt from a retail outlet.

Tool Allowance will only be paid after the employee has spent thirty (30) working days in the Trade in a contract year.

Effective June 1, 2009, the Tool Allowance of \$525.00 will convert to a wage increase of \$0.25 per hour.

## **ARTICLE 16**

### **16. Smock/Coveralls Allowance**

Welder/Skilled Trades coveralls \$150.00 lump sum per year paid on paycheque following ratification and nearest paycheque on June 1, 2009 and June 1, 2010. To qualify for the lump sum payment, a worker must have worked thirty (30) days in the contract year.

For the purposes of Articles 15 & 16, a year shall be from June 1st to May 31st.

## **APPENDIX "A"**

### **SKILLED TRADES LETTERS OF INTENT**

#### **1. Welder-Combination (Certified) - Maintenance & Tool & Die**

It is agreed between the parties that when a Combination Welder is not gainfully occupied at work in his/her own classification, on a plant-wide basis within the Skilled Trades, he/she will be permitted to assist the Millwrights in the Millwright classification or the Tool & Diemakers in the Tool & Diemaker classification.

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

#### **2. General Tool Machinist, All Around - Machine Shop**

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

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

#### **3. Pipefitter, Plumber, Steamfitter**

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

#### **4. PREDICTIVE AND PLANNED MAINTENANCE**

During the 2008 Negotiations, the parties discussed the importance of preventative maintenance, predictive and planned maintenance. The Skilled Trades can play a critical

role in the pursuit of these programs and in making the Bombardier a World Class Manufacturing facility.

The parties have agreed that following negotiations, local meetings will be held between members of management and the Skilled Trades representative and Chairperson to explore opportunities to enhance participation and training of the Skilled Trades employees.

## **APPENDIX "B" APPRENTICESHIP PROGRAM**

### **SECTION 1**

#### **STANDARDS AND PURPOSE**

##### **(a) Apprentice Standards**

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the National Automobile, Aerospace, Transportation and General Workers Union of Canada, CAW, and its Local Union 1075.

##### **(b) Purpose**

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

### **SECTION 2**

#### **DEFINITIONS**

- (a) The term "Company" shall mean Bombardier Transportation, North America, Thunder Bay Plant.
- (b) The term "Union" shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation and General Workers Union of Canada, CAW And its Local Union 1075.
- (c) "Registration Agency" or successor agencies on labour standards shall mean the Industrial Training Branch, Ministry of Skills Development. "Registration Agency" or successor agencies for the apprentice as a student, covering related instruction, shall mean the Lakehead Board of Education.
- (d) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and his/her parent or guardian if he/she is a minor, which agreement of indenture shall be approved by the Secretary of the Joint Apprenticeship Committee and registered with the Registration Agencies.
- (e) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he/she has been assigned under these standards and who is covered by a written

agreement with the Company providing for his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.

- (f) "Committee" shall mean the Joint Apprenticeship and Training Committee organized under these standards.
- (g) "Coordinator 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.

### **SECTION 3**

#### **APPLICATIONS**

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

### **SECTION 4**

#### **APPRENTICESHIP ELIGIBILITY REQUIREMENTS**

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

1. Grade 12 education inclusive of grade 12 mathematics.
2.
  - a) Must be a minimum of eighteen (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.
  - c) Applicants will be graded with an independently run aptitude test of the Joint Apprenticeship and Training Committee's choice.
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.

### **SECTION 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.

### **SECTION 6**

## **TERM OF APPRENTICESHIP**

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

## **SECTION 7**

### **PROBATIONARY PERIOD**

The first six hundred (600) hours of employment for every apprentice shall be a probationary period. During this probationary period the apprenticeship agreement may only be cancelled as outlined in

Section 14 paragraph 3 below. The Registration Agencies shall be advised of all such cancellations.

## **SECTION 8**

### **HOURS OF WORK**

Apprentices shall work the same hours and be subject to the same conditions regarding overtime as the Skilled men/women employed by the Company. In case an apprentice is required to work overtime, he/she shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to Journeypersons established by these Standards, is maintained.

## **SECTION 9**

### **RATIOS**

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

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

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

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

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

## **SECTION 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) Unsatisfactory work
- (c) Lack of interest in his/her work or education

## **SECTION 11**

### **WAGES**

- 11.1 (a) Employees of the Company 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 Journeyperson's rate
  - Next 3000 hours - not less than 90% of Journeyperson's rate
  - Next 3000 hours - not less than 95% of Journeyperson's rate
  - After 8000 hours - not less than 100% of Journeyperson's rate
- 11.2 (a) The apprentice shall be paid his/her regular hourly rate for actual school attendance.
- (b) The apprentice shall also receive the annual improvement factor for all cost of living increases that are accorded all other plant employees, where such contract provisions exist.
- (c) Hours spent in classroom instruction shall not be considered as hours of working in computing overtime.
- (d) Apprentices who are given credit for previous experience shall be paid, upon signing the apprenticeship agreement, the wage rate for the period to which such credit advances them.
- When an apprentice has completed the designated hours of training, he/she is to receive not less than the minimum rate of a skilled Journeyperson in that classification or trade to which he/she may be assigned after approval of his/her completion of training by the Joint Apprenticeship Committee.
- (e) When an apprentice has successfully completed the designated hours of training/schooling, he/she will be paid 95% of Journeyperson's rate until his/her attainment of the Government trade certificate (Certificate of Qualification). Until such time as an apprentice successfully writes the final exam, he/she will be considered an apprentice with no Journeyperson status, rights or privileges. Upon attaining the Trade Certificate, apprentices will be considered Journeypersons and will be back-paid the difference between his/her rate and that of 100% of a Journeyperson's rate retroactive to the date of completion of the designated hours of training. Any variance from this policy must be agreed upon by the Joint Apprenticeship Committee.

## SECTION 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 apprenticeship program.

part of this a

- c) Apprentices will complete classroom training before completion of hours

## SECTION 13

### JOINT APPRENTICESHIP AND TRAINING COMMITTEE

There is hereby established a Joint Apprenticeship Committee as defined in Section 2 (f) above. This Committee shall be composed of equal numbers, half of whom shall represent the Company and half of whom shall represent the Union. The Committee shall elect a Chairperson and a Secretary and vice versa. The Committee shall meet at least once every two (2) months or on call of the Chairperson or Secretary or any two members of the Joint Committee. It shall be the duty of the Committee:

1. (a) 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.  
  
(b) The acceptance or rejection of application for Apprenticeship shall be governed by the standards established herein and shall not be subject to review through the grievance procedure.
2. To place apprentices under agreement.
3. To hear and decide on all questions involving apprentices which relate to their apprenticeship.
4. To determine whether the apprentice's scheduled wage increase shall be withheld in the event that he/she is delinquent in his/her progress.
5. To offer constructive suggestions for the improvement of training on the job.
6. To certify the names of graduate apprentices in accordance with Section 17. No certificate will be issued unless approved by the J.A.T.C.”.
7. 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.

8. 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.
9. The Committee shall also be responsible for reviewing, evaluating and recommending training to be implemented within the Skilled Trades.

## **SECTION 14**

### **SUPERVISION OF APPRENTICES**

Apprentices shall be under the general direction of an Apprentice Coordinator appointed by the Company and under the immediate direction of the Supervisor of the Department while working with a Journeyperson to whom assigned. 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.

The Apprentice Coordinator, or an individual charged with this responsibility, in consultation with the Joint Committee, shall prepare adequate record forms to be filled in by the Supervisor under whom the apprentices receive instruction and experience. Supervisors shall make a report at least every three (3) months to the Apprentice Coordinator on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Joint Committee for its approval or disapproval.

If the Apprentice Coordinator finds that an apprentice shows a lack of interest or does not have ability to become a competent tradesperson, he/she shall place all the facts in the case before the Joint Committee for its decision. Under these circumstances, an apprentice may be permitted to continue in probationary status, required to repeat a specified process or series of processes, or his/her agreement may be terminated. The Registration Agencies and the Union shall be advised of all terminations and the reasons therefore.

## **SECTION 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.

## **SECTION 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 recalled. Apprentices selected on the same job posting will all have the same Skilled Trades entry date.

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

## **SECTION 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

## **SECTION 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.

## **SECTION 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.

## **SECTION 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.

## **SECTION 21**

### **TOOL ALLOWANCE**

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

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

## SCHEDULE 1

### 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
<b>TOTAL</b>	<b>9000</b>

## SCHEDULE 2

### 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
<b>TOTAL</b>	<b>8000</b>

### SCHEDULE 3

#### 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	672
<b>TOTAL</b>	<b>8000</b>



## SCHEDULE 4

### 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	672
<b>TOTAL</b>	<b>8000</b>

## SCHEDULE 5

### Schedule of Work Processes For

#### Pipefitter Apprentice

Work	Hours of
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
<b>TOTAL</b>	<b>8000</b>

**SCHEDULE 6**  
**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
Miscellaneous	200
<b>TOTAL</b>	<b>8000</b>

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.

## APPENDIX "C"

### SKILLED TRADES LABOUR CLASSIFICATIONS

#### **310 Electrician, Construction Maintenance**

Must be capable of installing and maintaining low and high tension power circuits, both A.C. and D.C., install electrical equipment and motors, read blueprints and follow layouts; be familiar with various testing instruments. May operate Overhead Crane to test functioning of unit.

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

#### **390 General Tool Machinist All Around**

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**

Overhaul, repair and maintain all types of plant vehicles, motors, mobile machines and repairs bicycles. Must hold a Class "A" Ontario Mechanic's License.

#### **410 Millwright, Maintenance**

Erect, install, maintain and repair all machines and mechanical equipment in the plant. This work includes pouring of bearings and fitting of parts. Perform grouting-in as required. Fabricate and erect buildings and booths, using structural steel and do miscellaneous iron work. Any parts to be machined will not be done by the Millwright, but by the General Tool Machinist All Around. May operate transfer table and cranes for maintenance purposes only.

#### **420 Pipefitter, Plumber, Steamfitter**

Fabricates, installs, repairs and maintains high and low pressure pipeline systems, steam, water, air, oil, acid, gas solvents, etc.; selects proper material.

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

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

#### **430 Tool & Diemaker**

Layout, construct, machine and test, jigs, fixtures, piercing dies, form dies, gauges and special tools. Required to use precision instruments, including optical tools, 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. 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. Does all precision grinding of tools, both for Tooling and for Machine Shop, except for Machine Shop drill bits. Work out mockups on new customer specifications or other new work; perform installations on experimental components or unit. Familiar with processes for annealing, hardening and normalizing material. Capable of inspecting all types of fixture, jig reference and facility gauges, templates and checking fixtures. May be required to approve first-off parts, castings, forgings, etc.

**460 Welder - Combination (Certified)  
(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, metallize, etc. in conjunction with such functions required on work performance by the Tool & Die and Maintenance Trades. Weld structural assemblies on tanks subject to pressure test.

## REPRESENTING

THE COMPANY:

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R. G. Halstead

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

---

D. Pasqualino

### REGISTRATION AGENCIES AND CONSULTANTS

Representing the Industrial Training Branch, Ministry of Skills Development.

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

Representing the Lakehead Board of Education.

Signed this \_\_\_\_ day of \_\_\_\_\_, to officially implement this document as the Collective Agreement between the following parties:

Bombardier Transportation, Thunder Bay Plant

## **APPENDIX "B" RETIREMENT**

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

\$43.50 per month per year of credited service – June, 2008

\$45.00 per month per year of credited service – June, 2009

\$46.50 per month per year of credited service – June, 2010

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

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

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

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

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

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

The Company will provide a lump sum retirement of \$5,000.00 to each member of the CAW who retires during the term of the collective agreement.

### **Indexation**

Effective January 1, 2009 and continuing on January 1, 2010 and January 1, 2011, members who have retired since January 3, 1984 shall receive a lump sum payment equal to 1.5% of their annualized pension.

### **Requirement for Retirement without Actuarial Reduction:**

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

**Requirement for Retirement with Basic Benefit:**

An employee who has attained the age of fifty-five (55) and whose sum of age and years of credited service is at least eighty-nine (89) points, may retire and will receive the unreduced basic benefit plus a supplement at \$19.50 until age sixty-five (65).

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

**170 Hour Rule:**

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

**Layoff**

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

5 to 10 years of seniority	=	6 months
10 to 15 years of seniority	=	12 months
15 + years of seniority	=	18 months

**Broken Service:**

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

**Disability Retirees:**

Effective June 1, 1999, as long as an employee is receiving benefits under the Long Term Disability (LTD) plan, he/she will continue to accrue service credits for pension purposes.

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, 2008, June 1, 2009 and June 1, 2010. Effective June 1, 2008, there will be an increase in pension payments to members who retired between January 3, 1984 and May 31, 1999, by 0.125% per month since the date of retirement or the last increase whichever is later.

### APPENDIX "C" LABOUR CLASSIFICATIONS

#### CLASSIFICATION GROUPS

The following are Classification Groups, as described in Article 38.5 of the Collective Agreement:

Classification Group 1	Machine Operator General I
	1) Machine Operator General N.C.
	2) Power Tube Bender N.C.
Classification Group 2	Machine Operator General II
	1) Pantograph Operator
	2) Power Shear Operator
	3) Pressure Diesetter
	4) Radial Drill Operator
	5) Saw Operator
	6) Power Brake Operator

#### JOB DESCRIPTIONS

025 Cleaner (Labour Group 2)

Clean offices and factory rest rooms, washrooms, floors, etc. Do yard clean up, snow removal on walkways and generally move scrap and maintenance materials. Move furniture or other equipment as required. Operate Sweeper Machine.

058 Electrical/Electronics Test Technician I (Labour Group 6)

Must have attained a two (2) year diploma program related to either Electrical Engineering or Electronic Engineering Technician diploma. 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. May replace any faulty or defective part that is defective during testing.

067 - Finisher (Labour Group 4)

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

Perform repetitive operations on the following: upright drills, sanders, grinder, deburring machines, drill sharpener and routers. May be required to operate Rolls, Robot (plasma burning only) or Corner Cropper. May be required to assist other operators.

068 Floor Installer (Labour Group 4)

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

070 Glass Cloth Worker (Labour Group 6)

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. Able to demonstrate practical skills in job functions following a program of formalized training, to be supplied by the Company.

080 Inspector Mechanical I (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. Required to instruct other labour classifications with attaining the quality standards required of manufactured parts, sub-assemblies and movements. Will be required to make out quality reports and keep inspection records, check, test and sign out completed vehicles. Operates and programs Q.A. Co-ordinate Measuring Machine.

Required to carry out inspection operations and tests on production assemblies, including "first off" production or purchase parts. Required to instruct other labour classifications with attaining the quality standards required of manufactured parts, sub-assemblies and movements. 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.

104 Machine Operator General N.C. (Labour Group 4, Classification Group 1)

Punch, bend, burn, cut or drill sheet plate or tubing to different patterns and configurations, utilizing necessary controls, numerical control tapes

and jigs, on N.C. Machinery, including Routers, Punch Press Machines, Laser and Hydro Cutter.

Whitney operators may employ an Overhead Crane to make lifts and unload parts within the area of their cell.

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. Operates Raymond-type machines. Maintains Stores Records through Terminal Entry into Data Base System with regards to Entries, Issues and Transfers.

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.

Will be required to be trained as a Vehicle Driver when assigned to Shipping Receiving Department.

Current Material Expeditors will be offered the opportunity to train as Vehicle Driver, for the purpose of working in Shipping Receiving. Once employees are qualified, they cannot refuse to work in Shipping Receiving. ME declining to qualify as VD will not be able to bump/transfer into Shipping Receiving.

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 documentation. May be required to remove and replace interior panelling to gain access. May replace any faulty or defective part that is defective during testing.

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 non-conformances. 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. May replace any faulty or defective part that is defective during testing.

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.
- 145 Overhead Crane Operator (Labour Group 4)
- Operates transfer table, all overhead cranes, follow hand signals or instructions of slingman; required to grease and clean equipment (exclusive of electrical). Must have previous experience on line cranes prior to transfer to Shipping and Receiving. Operation of crane is first priority, but may assist Finisher when idle.
- 155 Pantograph Operator (Labour Group 4, Classification Group 2)
- 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. Operates chamfering and copy routing machines.
- 175 Power Brake Operator (Labour Group 4, Classification Group 2)
- 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.
- 180 Power Shear Operator (Labour Group 4, Classification Group 2)
- 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 Bender N.C. (Labour Group 4, Classification Group 1)
- Required to perform a wide variety of bending operations on all types of tubing, extrusions and bar and steel stock. Operates both manual and N.C. Power Tube Benders.
- 190 Pressure Die Setter (Labour Group 4, Classification Group 2)
- Set up a variety of punch press dies for piercing, blanking or forming any hot or cold sheet metal or extrusions.
- 205 Radial Drill Operator (Labour Group 4, Classification Group 2)
- Performing operations on drilling equipment such as, reaming, tapping, countersinking, boring, counterboring, chamfering and spot facing on sheet metal, forgings, castings to blueprint specifications. Set up supplied fixtures and select correct feeds and speed to suit metals. Close tolerances may be required.
- 212 Saw Operator (Labour Group 4, Classification Group 2)

Must be able to select blades and to set up and run all saws. Working on various materials will be required to work to close tolerances.

225 Spray Painter Final Line (Labour Group 6)

Spray paint exterior car body in spray booth. Must be capable of preparing car surface with primers and topcoats, plus touchup on final line and interior painting. Apply exterior stencils, transfers or paint enhancement decals.

Apply paint, using either brush or spray, to interior and exterior offices, factory, furniture and other similar surfaces.

May change own booth filters, including compacting, when unoccupied by painting duties. Any filter change outside of regular working hours will be done by cleaner. Preference will be given to persons who now hold the classification of surface preparer.

226 Surface Preparer (Labour Group 4)

Prepares exterior car body for painting and other treatments, which include cleaning, sanding, caulking and applying filler and spray preservatives prior to finish coating. Also applies undercoats, sound deadening, primer and finish coats to all parts and assemblies. Paints sub-assemblies only.

Apply paint, using either brush or spray, to interior and exterior offices, factory, furniture and other similar surfaces.

May change own booth filters, including compacting, when unoccupied by painting duties. Any filter change outside of regular working hours will be done by cleaner.

240 Timekeeper (Labour Group 3)

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

260 Vehicle Driver (Labour Group 4)

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

262 Weld Inspector (Labour Group 6)

Without instruction or supervision, required to carry out inspection and testing operations on Welded Assemblies and structures, using knowledge of weld processes and applications, all applicable welding codes and standards, non-destructive examination and weld metallurgy. Must be able to interpret drawings associated with weld design, weld data process sheets, tools, fixtures and gauges. Required to prepare inspection reports and maintain records. Operates and programs Q.A. Co-ordinate Measuring Machine. Must be a certified Welding Inspector

according to CSA W178-2. A weld Inspector under the Welding Institute of Canada must complete 12 modules and pass a test to become certified. The modules required are #'s 1,2,3,4,6,10,11,12,14,15,16,17.

"In the event no one in the Bargaining Unit is certified according to CSA W178-2, the Company will post for a 'WELD INSPECTOR - TRAINEE'".

Bidders must successfully complete the above stated modules within twenty four (24) months and attain full certification within twelve (12) months of completing these modules, with a maximum of three (3) attempts or the training position will lapse. On attainment of full certification, the trainee becomes a permanent welding inspector without any further posting being required. An applicant who meets CWB criteria may choose to challenge the test for CSA W178-2 on request.

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

In the event of lay-offs, a Certified Welding Inspector can bump trainees and a trainee who has completed the required modules can bump one who has not.

265 Welder A (Labour Group 6)

Perform arc welding operations on ferrous and non-ferrous materials as required. Perform low air pressure testing of less than 15 pounds on completed weldments. Performs all cutting operations whether gas or electric. 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. Company will supply protective clothing, either chaps or coveralls through the Tool Crib. May be assigned to operate robot welding machine. May be assigned to operate robot welding machine.

270 Welder B (Labour Group 5)

Performs arc welding operations on ferrous and/or 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 requirements.

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. When not gainfully employed in classification, may perform Finisher duties.

285 Resistance Welding Operator (Labour Group 4)

Perform Resistance Spot Welding on ferrous and non-ferrous materials as required. Knowledge of welding equipment, machine set up, resistance welding procedures and weld quality requirements. Resistance Spot Welding is first priority, but may perform Finisher duties when idle.

**APPENDIX "D"**  
**CLASSIFICATION GROUPS, LABOUR GROUPS AND CORRESPONDING CLASSIFICATIONS**

**CLASSIFICATION GROUPS**

The following are Classification Groups as defined in Article 38.5 of the Collective Agreement:

Classification Group 1	Machine Operator General I
	A) Machine Operator General N.C.
	B) Power Tube Bender N.C.
Classification Group 2	Machine Operator General II
	A) Pantograph Operator
	B) Power Shear Operator
	C) Pressure Diesetter
	D) Radial Drill Operator
	E) Saw Operator
	F) Power Brake Operator

**LABOUR GROUPS AND CORRESPONDING CLASSIFICATIONS**

Group #2	Cleaner
Group #3	Metal Processor Timekeeper
Group #4	Finisher Floor Installer Machine Operator General N.C. Machine Operator General I Machine Operator General II Material Expediter Overhead Crane Operator Pantograph Operator Power Brake Operator Power Shear Operator Power Tube Bender N.C. Pressure DieSetter Radial Drill Operator Resistance Welding Operator Saw Operator Surface Preparer Vehicle Driver Welder Brazing





#### **Labour Group #4**

Electrical/Electronics Test Technician

1) Finisher

Floor Installer

1) Finisher

Machine Operator General N.C. (Classification Group 1)

1) Finisher

Material Expediter (Classification Group 3)

1) Finisher

Mechanical Tester II

1) Finisher

Overhead Crane Operator

1) Finisher

Pantograph Operator (Classification Group 2)

1) Finisher

Power Brake Operator (Classification Group 2)

1) Finisher

Power Tube Bender N.C. (Classification Group 1)

1) Finisher

Radial Drill Operator (Classification Group 2)

1) Finisher

Resistance Welding Operator

1) Finisher

Surface Preparer

1) Finisher

Welder Brazing

1) Finisher

Power Shear Operator (Classification Group 2)

1) Finisher

Pressure Diesetter (Classification Group 2)

1) Finisher

Saw Operator (Classification Group 2)

1) Finisher

Vehicle Driver (Classification Group 3)

1) Finisher

**Labour Group #3**

Metal Processor

1) Finisher

Timekeeper

1) Finisher

**Labour Group #2**

Cleaner

1) Finisher

It is understood that all members covered by this agreement hold the classifications of Finisher.

**APPENDIX "E"  
LETTERS OF INTENT**

1. Joint Job Evaluation Committee

During negotiations, the Company and the Union agreed to set up a Joint Committee to identify the core competencies needed for employees in the following classifications to progress to the highest level:

Inspector Mechanical II  
Mechanical Tester II  
Surface Preparer  
Welder "B"

The committee will also review training and other approaches to develop the competencies that employees in these classifications and in others as agreed, will require to progress to a higher classification.

The committee of four (4) will consist of two (2) workers delegated by the Union, one (1) of which will be a senior worker from an affected classification, and two (2) representatives from management, one (1) of which will be from the departments affected and one (1) from Human Resources.

Human Resources will act as Committee Chair; the Chairperson of the Bargaining Committee will act as Recording Secretary. Resource people, requested by Company or Union committee members, will be invited to attend through the chairperson of the Committee.

Within two (2) months following negotiations, the selected representatives will establish an agenda and priorities for the Committee. Meetings will be held monthly during the term of the agreement with the objective of identifying core competencies and will make recommendations regarding training requirements.

## 2. Temporary Off-Site

- a) Where a bargaining unit employee is requested to perform duties away from the Thunder Bay operations, on a temporary basis, the Company shall first meet with the Bargaining Chairperson on a case by case basis, and will mutually agree on the terms and conditions before such temporary assignment is initiated.

Refusal to accept the temporary assignment will not affect an employee's status in the Bargaining Unit.

- b) Cost of travel fares to location and return, will be selected, approved and paid for by the Company including reasonable ground transportation.
- c) For work performed in Barre, Vermont, Plattsburgh, New York, Auburn, New York, LaPocatiere, Quebec, Toronto and Kingston, employees will be allowed to return home every second weekend and will receive a per diem of not less than \$35.00 daily Canadian, if staying in a hotel, or \$25.00 daily Canadian if staying in an apartment, for each day spent out of Thunder Bay.
- d) Hotel, apartment accommodation will be provided and paid for by the Company and employees may be required to share accommodation.
- e) If required, a rental vehicle will be supplied, it being understood it may be required to be shared with other employees on the site.
- f) Travel time to a maximum of seven (7) hours each way, at straight time pay, will be allowed based on Company guidelines. Flight time is based on the published flight schedule and ground transportation based on the number of kilometers travelled divided by 100.
- g) The Company will deduct union dues for employees working temporarily off-site and submit these to the Union.

## 3. New Welders

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

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

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

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

4. Position Assignment

An employee of twenty (20) or more years seniority may ask to be awarded a position which has been posted in his/her classification, and will be awarded the position provided he/she is the senior person to so apply. A maximum of twelve (12) such assignments will be made in a contract year, and no employee may make more than one (1) application in twelve (12) months.

5. Agreed principles to enter a treatment centre for drug/alcohol addiction:

Confidentiality will be respected by both Company and Union. All released information forms are to be shared by both Union and Company.

Company to pay for the Family Services assessment and referrals and medical reports (as required)

The Substance Abuse Committee Chair to be present when assessments take place.

Reports will be used in placing individuals in a treatment centre paid by OHIP e.g. Timmins, Elliot Lake or Sudbury (for women).

Treatment Centre reports to be available to Union, for after care, referrals, and monitoring by the Substance Abuse Committee Chair and Company.

The following procedure will be in place to implement referrals:

If either member of the Joint Substance Abuse Committee is approached, the Company and Union Chairs will meet to review the individual's needs and, if needed, facilitate assessment and referral of the individual, in conjunction with the Company Benefit Representative.

The Committee will recommend that medical release forms and progress release forms be signed in order to assist the individual in maintaining employment.

The Individual will then contact the Thunder Bay Counseling Centre to set up a date and time for an appointment. Once the appointment is arranged, it is recommended that the Union Substance Chair accompany the individual to the assessment.

If the Company or Union Committee Chairs are qualified to make referrals directly, the Thunder Bay Counseling Centre need not be accessed.

The Company will enter into an agreement with the Thunder Bay Counseling Centre or its equivalent successor agency to provide assessment services.

6. Apprentices

The Company further agrees to hire three (3) apprentices within six (6) months of ratification of the Collective Agreement. The Company agrees that one (1) Electrician will be among the three (3) apprentices hired.

7. The Company and the Union agree that for the Toronto Rocket project, outside vendors will be allowed to deliver 256 parts from a receiving door in 'C-bay' to a designated storage area in 'C-bay.'

8. The Company will conduct a flexibility study on upgrading the CAW parking lot, i.e. paving and electrifying. If the project goes ahead, and employees assigned a parking space, the follow condition will apply:

For employees parking on company premises where electricity is provided, a monthly fee of twenty-five (25) dollars will be deducted from their paycheque from November 1 – March 31. For employees parking on company premises where electricity is not provided, a monthly fee of ten (10) dollars will be deducted from their paycheque. Monies collected will be used for the upkeep and maintenance of employee parking lots.

### **MEMORANDUM OF UNDERSTANDING**

During the current negotiations, the parties had a great deal of discussion surrounding the duties of the Carpenter classification at Bombardier Transportation North America. Due to the lack of Carpenter work on an ongoing basis, and the ability for the Company to keep these employees fully employed in the trade, the Company said they would like to exit the Carpenter business. The Company also informed the Union that the practice of CAW Carpenters shadowing contractors on Carpenter work that we do not normally perform will cease.

The parties agreed to present the following proposal to the employees on a non-precedent basis, in this classification, to exit the Carpenter classification at Bombardier Transportation.

The proposal being presented to exit this classification will include these employees receiving three (3) equal payments of \$5,000 paid on ratification date, June 1, 2009 and June 1, 2010. If the employee retires, quits or dies prior to receiving all of the payments, the monies owing will be paid to the employee prior to them leaving Bombardier and in the case of death to the estate.

It is understood by the parties that if all the employees currently classified in the trade do not agree to these conditions, then they will continue to hold the right to perform Carpenter work they normally would perform within Bombardier, and will continue to hold seniority in the classification and have the continued rights to perform Carpenter work they have historically performed.

During this Negotiations, the parties have identified work which is not considered historically performed.

The signatures of the employees indicate that they fully agree to forfeit their rights to the Carpenter classification on the basis of the payment schedule agreed to above. The employees will maintain the right to work within the production group.



