

OFFICE AND TECHNICAL AGREEMENT

between

**BOEING CANADA TECHNOLOGY LTD**

and

**INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND  
AEROSPACE WORKERS**

LOCAL LODGE No. 1542

EFFECTIVE March 7, 1994

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## AGREEMENT

**THIS AGREEMENT**, dated this 7th day of March 1994 by and between Boeing Canada Technology LTD, Amprior, Ontario (the term "The Company" being hereinafter deemed in each instance to refer to such Corporation) and the International Association of Machinists and Aerospace Workers C.L.C.-A.F.L.-C.I.O. and its Lodge No. 1542 now and hereafter representing employees of the Company (the term "The Union" being deemed in each instance to refer to the International Association of Machinists and Aerospace Workers C.L.C.-A.F.L.-C.I.O. and its Local Lodge No. 1542 (Office and Technical Unit) in reference respectively to the collective bargaining unit which it is identified and the employees therein):

**WITNESSETH** that

**WHEREAS**, the parties have negotiated the terms and conditions of a collective bargaining agreement (hereinafter referred to as the "Agreement") relating to employees of the company represented by the Union and more particularly described in this Agreement and to the wages, hours and other terms and conditions of employment of such employees, and the parties desire to reduce the Agreement to writing.

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

### ARTICLE 1 - COVERAGE

Employees covered by this Agreement shall be all office, clerical and technical employees at Amprior save and except supervisors, foremen, persons above rank of supervisor and foreman, employees covered by an existing collective bargaining agreement for a bargaining unit of production and maintenance employees, the confidential secretary to the General Manager, the confidential secretary to the Human Resources Manager and the confidential secretary to the Chief Accountant, as certified by the Ontario Labour Relations Board dated at Toronto the 2nd day of June 1978.

### ARTICLE 2 - RIGHTS OF MANAGEMENT

#### SECTION 2.1 Management of Company.

The management of the Company and the direction of the work force is vested exclusively in the Company subject to the terms of this Agreement without limitation implied or otherwise, all matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Company in accordance with such policy or procedure as the Company from time to time may determine.

#### SECTION 2.2 Subcontracting.

It shall be the Company's unilateral right without limitation to determine and designate at any time the work to be undertaken and performed by the Company and the locations where such work is to be performed and to activate or deactivate any operations or activities at any time. It shall also be the Company's unilateral right at any time without limitation to subcontract to any other corporation, firm or person whatever work it determines or designates.

### ARTICLE 3 - UNION SECURITY

All employees who, on the date of the signing of this agreement, are Union members in good standing, or may become Union members in good standing, shall as a condition of employment maintain Union membership. All new employees hired on or after the date of the signing of this agreement, shall, as a condition of employment, become Union members within

thirty (30) calendar days from the date of employment and shall, as a condition of employment, remain Union members in good standing.

#### **ARTICLE 4 - CHECKOFF**

##### **SECTION 4.1**

The Company shall check off one initiation fee, reinstatement fee (where applicable) and Union dues as may be chargeable by the Union, or an equivalent amount, once each week from the wages of each employee in the bargaining unit, whether or not the employee is a member of the Union and this amount shall be forwarded by the Company to the Union forthwith. The deductions as aforesaid commence in the month in which this Agreement becomes effective.

##### **SECTION 4.2**

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

##### **SECTION 4.3**

The Company's obligation to make such deduction shall terminate automatically upon the termination of employment with the Company with the employee or upon his/her transfer to a plant, unit, or job not covered by this agreement.

##### **SECTION 4.4**

The Company shall on or before the 15th calendar day of each month furnish to the financial secretary of the Union a written statement covering, for the previous calendar month, the following:

- a) The total amount of dues deducted;
- b) The total amount of original initiation fees deducted;
- c) The total amount of reinstatement fees deducted;
- d) The names, employee numbers, and amount of deduction from each employee;
- e) The names of employees from whose wages no deductions were made because their pay cheques were insufficient to make the appropriate deductions;
- f) The Company shall at the same time, remit to the financial secretary of the Union its cheque for the amounts shown under items a), b) and c) herein.

##### **SECTION 4.5**

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

##### **SECTION 4.6**

The Union agrees that it will indemnify and save the Company harmless from any and all liability, claim, responsibility, damage or suit howsoever founded which may arise out of any action taken by the Company in accordance with the terms of this article.

#### **ARTICLE 5 - UNION REPRESENTATIVE ON COMPANY PREMISES**

##### **SECTION 5.1 Union Furnish List Of Representatives.**

The Union shall inform the Company in writing of the names of its officers and Committee-persons who are accredited to represent it, which information shall be kept up to date at all times. Only persons so designated will be recognized by the Company as representatives of the Union.

**SECTION 5.2 Union Representatives Access To Plant.**

A Grand Lodge Representative or his/her designated representative shall have access to areas in the Company's facility during work hours where employees in the bargaining unit defined in Article 1 herein are assigned. Such access shall be for the purpose of investigating claims of grievance on the part of employees, participation in authorized Union meetings or Union and Company meetings.

Subject to the following, the Grand Lodge Representative or his/her designated representative upon being granted admittance to the Company's facility under this Section shall confine his/her visits to the area or areas for which clearance has been requested and such visits shall be at the time specified.

During such visits there shall be no organizing, collecting or soliciting dues, campaigning for political office, or soliciting of any kind on Company premises.

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

**SECTION 5.3 Union Activity During Working Hours.**

Solicitation of Union membership or collection or checking of dues will not be conducted during working hours. The Company agrees not to discriminate in any way against any employee for Union activity, but such activity shall not be carried on during working hours except as specifically allowed by the provisions of this Agreement.

**SECTION 5.4 Committee-Persons.**

5.4(a) The Union may designate three (3) employees as Committee-persons. Additional committee-persons may be designated by mutual agreement.

Where Company locations are geographically separated the Union may designate a Committee-person for that location providing that there are more than four bargaining unit employees at said location.

5.4(b) An employee while acting as a Committee-person shall not be laid off or transferred from his/her job family or shift provided work for which he/she is qualified and is willing to perform is available in his/her present or lower labour grade in such job family and shift.

5.4(c) The Committee-person will be promoted, demoted and recalled from layoff on the same basis as provided for other employees except that, in the event the job family or shift is deactivated and is later reactivated the former Committee-person will be the first employee to be recalled to that job family or shift provided work for which he/she is qualified and is willing to perform is available.

**SECTION 5.5 Departure From Work By Committee-Persons.**

The Committee-person before leaving his/her assigned work to participate in Grievance Committee meetings, Labour-Management meetings and other such activities as mutually agreed upon, shall have authorization from the Union and permission to do so from his/her supervisor before he/she absents himself/herself on such Union business.

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

Negotiating Committee-Persons when meeting with Management of the Company on official business dealing with the administration of this Collective Agreement during what would normally be their working hours shall be responsible to inform their supervisor and receive permission to be absent from their place of business.

**SECTION 5.7 Administering The Contract.**

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

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

In the event that an employee becomes a full time official of the Union as a Business Representative for Local 1342 and for an estimated period of two years or more, **he/she** shall be granted a leave of absence for the purpose of carrying out the duties of this office. The employee must return to the employment of the Company within thirty (30) days following completion of his/her term of office.

**ARTICLE 6 • BULLETIN BOARDS**

The Company will provide a bulletin board in all facilities where bargaining unit employees are employed. Such bulletin board shall be used only for the **purpose of notifying employees** of matters pertaining to Union business. All notices must be on Union stationary, **signed by** an accredited representative of the Union, and shall be submitted to the General Manager or **his/her designated** representative for approval prior to posting. Such approval shall not be unreasonably withheld.

**ARTICLE 7 • STRIKES AND LOCKOUTS**

The Union agrees that during the term of this Agreement, and regardless of whether an unfair labour practice is alleged (a) there will be no strike, slow-down or walk-out and (b) the Union will not directly or indirectly authorize, encourage or approve any refusal on **the part of employees to proceed** to the location of normal work assignment where no rare or unusual **physical hazard** is involved in proceeding to such location. **Any** employee who violates this clause shall be subject to discipline. The **Company** agrees that during the term of this Agreement there will be no lock-out of employees covered **by** this Agreement.

**ARTICLE 8 • COOPERATION**

All parties to this Agreement hereby commit themselves to the fullest cooperation with the object of maintaining efficient and uninterrupted production in the plant of the Company.

The Union agrees that each employee is responsible for the **quality of his/her own** work and the proper use and operation of equipment and machines used by **him/her** in the performance of his/her work. Failure to comply with this requirement shall be considered grounds for disciplinary action.

**ARTICLE 9 • DETERMINATION OF DISPUTES**

**SECTION 9.1 Settlement Of Complaints, Grievances And Differences.**

Grievances and complaints arising between the **Company** and its employees subject to this **Agreement**, or the Company and the Union with respect to **the interpretation or application** of any of the terms of this Agreement, shall be settled according to the **following procedure**. Subject to Section 9.1, Paragraph 8.9 of this Article, only matters dealing with the interpretation or application of terms of this Agreement shall be subject to this grievance machinery,

9.1(a) In the case of grievances on behalf of employees:

1. The employee first shall discuss his/her **grievance with** the Committee-person and if the Committee-person considers **the grievance** to be valid, then **the** employee and the Committee-person will contact the first line supervision and

will attempt to effect a settlement of the complaint. This procedure, however, will not prevent an employee from contacting first line supervision if he/she so chooses. If the purpose of the employee's contacting first line supervision is to adjust the grievance, the Committee-person shall be given an opportunity to be present and such adjustment shall be in conformity with this Agreement.

2. If no settlement is reached within two (2) working days, unless extended by mutual agreement, the Committee-person shall reduce a statement of the grievance or complaint to writing, which shall contain the following:
  - a) The detailed facts upon which the grievance is based.
  - b) Reference to the section or sections of the Agreement alleged to have been violated. (This will not be applicable in cases of dismissal or suspension for cause, or for involuntary resignation.)
  - c) The remedy sought.
3. The Committee-person shall obtain the signature of the aggrieved employee on the written statement of grievance if the employee is willing to sign. The written statement of grievance shall then be submitted to first line supervision for reconsideration with a copy to the Human Resources Office of the Company. After such reconsideration, which will not exceed five (5) working days unless extended by mutual agreement first line supervision may settle the written grievance and, over his/her signature, indicate the disposition made thereof. Otherwise, first line supervision shall sign the grievance and the signatures of first line supervision and the Committee-person will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached, at which time the Committee-person promptly shall take up the grievance with a designated representative of the Company.
4. If the Committee-person and the designated representative of the Company reach a settlement, they shall sign the grievance indicating the disposition made thereof.
5. If no settlement is effected within ten (10) work days (unless mutually extended) from the submission of the grievance to the designated representative of the Company and the Committee-person both shall sign the grievance and indicate that it has been discussed and reconsidered by them and that no settlement has been reached. The grievance then shall be submitted promptly to the Office of the General Manager of the Company and to the Office of the Grand Lodge Representative. The individuals respectively in charge of these offices shall attempt to reach a settlement of the grievance and then shall sign the grievance indicating the disposition made thereof. The Committee-person and the grieving employee may, upon request of either party, participate in these discussions. If no settlement is effected within fifteen (15) work days (unless mutually extended) of the submission of the grievance to these individuals it then shall be referred to Arbitration for a prompt hearing as hereinafter provided.
6. All time extensions shall be mutually agreed to in writing.
7. All conferences resulting from the application of provisions contained in this Article shall be held during working hours.



8. In cases of layoff the employee shall be given a copy of the layoff slip and he/she shall have the right to appeal such layoff in accordance with the foregoing grievance procedure, provided his/her Committee-Person files a written grievance with the designated representative of the Company, within ten (10) work days after the date of layoff.

In the event the employee is not available to be presented with his/her copy of the layoff slip, a copy will be sent to the employee by registered mail and the information will be sent to the Union office, and he/she shall have the right to appeal such layoff in accordance with the foregoing grievance procedure, provided his/her Committee-person files a written grievance with the Human Resources Office of the Company, within ten (10) work days after the date of the mailing of the layoff slip. The written grievance then shall be processed through subsequent steps if necessary.

9. In case of dismissal or suspension for cause or of involuntary resignation, the employee shall be given a copy of the Termination of Service Slip which will show the reason for such termination and he/she shall have the right to appeal such termination in accordance with the foregoing grievance procedure provided his/her Committee-person files a written grievance with the designated representative of the Company, within seven (7) work days after the date of termination. In the event the employee is not available to be presented with his/her copy of the Termination of Service form, a copy will be sent to the employee by registered mail and the information also will be mailed to the Union office, and he/she shall have the right to appeal such termination in accordance with the foregoing grievance procedure, provided his/her Committee-person files a written grievance with the Human Resources Office of the Company, within seven (7) work days after the date of the mailing of the termination notice. The written grievances shall then be processed through subsequent steps if necessary. If settlement is not effected prior to Arbitration and the matter is appealed to Arbitration in accordance with Paragraph A.5, hereof, the Arbitrator shall have the discretionary power to decide such appeal on the basis of any information that he/she deems pertinent which is presented to him/her at the hearing.
- 9.1(b) In the case of any grievance which the Union may have against the Company or the Company may have against the Union, such grievance is hereby limited to matters dealing with the interpretation or application of terms of this Agreement and shall be handled as follows:
  1. Such grievance shall be submitted to the Human Resources Office of the Company or the designated representative of the Union, and shall contain the following:
    - a) Statement of the grievance setting forth in detail the facts upon which the grievance is based.
    - b) The section or sections of the Agreement alleged to have been violated.
    - c) The correction sought.
    - d) The grievance shall be signed by the designated representative of the Union or the designated representative of the Company.
  2. If no settlement is effected within ten (10) work days (unless mutually extended) from the submission of the grievance to the designated representative

of the Company and the designated representative of the Union, both shall sign the grievance and indicate that it has been discussed and reconsidered by them and that no settlement has been reached. The grievance shall then be submitted promptly to the office of the General Manager of the Company and to the office of the Grand Lodge Representative. The individuals respectively in charge of these offices and the Committee-persons shall attempt to reach a settlement of the grievance and then shall sign the grievance indicating the disposition made thereof. If no settlement is effected within ten (10) work days (unless mutually extended) of the submission of the grievance to these individuals it shall then be referred to Arbitration for a prompt hearing as hereinafter provided.

3. All decisions arrived at under the provisions of this Section 9.1 by the representatives of both parties to this Agreement or the Arbitrator, shall be final and binding upon both parties, provided however that in arriving at such decisions neither party nor the Arbitrator shall have the authority to alter this Agreement in whole or in part.
- 9.1(c) Grievance claims involving retroactive compensation shall be limited to thirty (30) calendar days prior to the written submission of the grievance to Company representatives, provided, however, that this thirty-(30) day limitation may be waived by mutual consent of the parties.

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

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

- 9.2(a) The Company and the Union jointly shall select and agree upon a panel of three persons who shall serve as Arbitrators. The names of the Arbitrators on the panel shall be arranged in alphabetical order and they shall be called in rotation. In cases when an Arbitrator is not available, the next Arbitrator on the panel shall be called.
- 9.2(b) In hearings before an Arbitrator, the designated representative of the Union and the designated representative of the Company shall present the contentions of the parties, provided, however, that either party may have present additional representatives. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties shall be presented by written briefs. Such arguments of the parties shall be confined to and directed at the matters set forth in the grievance and may be supported by oral comment and rebuttal. The Arbitrator shall rule only on the basis of information presented in the hearing, and shall refuse to receive any information after the hearing except when mutually agreed to and in the presence of both parties.
- 9.2(c) The decision of the Arbitrator shall be made as soon as possible following the date of hearing (unless mutually extended) and shall be sent in writing to the designated representative of the Company and the designated representative of the Union.
- 9.2(d) The Union or the Company, whichever is ruled against by the Arbitrator shall pay the compensation of the Arbitrator including his/her necessary expenses.
- 9.2(e) Each party shall pay any compensation and expenses relating to its OWN witnesses or representatives.

**SECTION 9.3 Disciplinary Action.**

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

**ARTICLE 10 - SENIORITY**

**SECTION 10.1 Purpose And Definition.**

Both parties hereto agree that continued service over a period of time should, and in most cases does increase the worth of an employee to his/her employer. Therefore, where Employee Performance Review group ratings are similar, the Company agrees to recognize seniority in case of promotion within the job family included in this bargaining unit.

**SECTION 10.2 Probationary Employees.**

For the first ninety (90) days of employment an employee shall be considered as on probation and without seniority. During such ninety (90) day period probationary employees may be reclassified, laid off or terminated at the discretion of the Company without recourse to the grievance procedure by either the employee or the Union.

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

10.3(a) The seniority date of each employee, who, as of the effective date of this Agreement, is on the active payroll of the Company, within the Unit defined in Article 1, Coverage, is on authorized leave of absence from such Unit, or is acting in a supervisory capacity over employees in such Unit shall be in conformance with the seniority date carried on the Company's seniority records on the effective date of this Agreement for each such employee. The seniority date of each employee who, subsequent to the effective date of this Agreement, is hired, rehired or transferred into the Unit shall be the effective date of such hire, rehire or transfer, except as otherwise specifically provided in this Agreement.

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

1. by an individual within the unit, or transferred into the Unit from the Production and Maintenance Unit, and
2. by an individual acting in any supervisory capacity over employees in the Unit plus
  - a) time lost by reasons of industrial accident, industrial illness or jury duty.
  - b) time spent on authorized leave of absence for Union business.
  - c) time spent on authorized leave of absence granted to cover period of non-industrial accident or illness (not to exceed one year during any such period).
  - d) the first thirty (30) days of any other authorized leave of absence.
  - e) time on layoff from the Unit not to exceed, in each instance, a period of one year (less time on leave under paragraphs c) and d) above where such leave immediately precedes such layoff).

**SECTION 10.4 Loss Of Seniority.**

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

1. Resignation. (An individual who, while on leave of absence, engages in other employment without the prior approval of the Company or fails to report for work or to obtain renewal of his/her leave on or before its expiration will be considered as having resigned).
2. Discharged for cause.
3. Failure to respond within five (5) regular work days after dispatch of a recall from layoff, unless such period is extended by the Company.
4. Failure to report for work within five (5) regular work days after response or on such later date as may be designated by the Company.
5. Failure to keep the Employment Section of the Company notified of his/her proper address and by such failure the Company is unable to contact the employee by telegram or certified mail.
6. Absent for more than three (3) consecutive work days without permission unless such employee presents a reason which is satisfactory to the Company
7. Layoff or on Leave of Absence, other than an authorized leave of absence for Union business, for a period of three (3) years. In no event except for occupational disability or authorized Union leave of absence, shall seniority rights continue beyond this period of three (3) years.
8. Retirement.

10.4(b) An employee shall not lose seniority if he/she can submit positive proof it was impossible for him/her to comply with the requirements of paragraphs 3), 4), 5) or 6) in (a) above.

10.4(c) Any employee of the Company outside of the Unit covered by this Agreement who is discharged for cause or quits shall be considered a new hire without seniority if subsequently employed within the Unit.

**SECTION 10.5 Hiring And Promotion.**

When effecting a promotion, the employees to be promoted normally will be selected from employees on the next lower job classification in the applicable job family. Consideration for promotion will be made in accordance with the application of seniority as defined in Section 10.1 above.

After the provisions above have been exhausted and job openings still exist such job openings will be posted for a minimum of three (3) working days. A copy of each job posting and listings of all employee applicants to those job postings shall be transmitted to the Union within five (5) working days of the position being filled. The filling of job openings through this posting system shall not be subject to the grievance procedure.

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

**SECTION 10.6 Layoff.**

In effecting a reduction in force within any job classification, those employees in the job classification where the surplus exists will be surplusd in the reverse order of seniority as defined in Section 10.3 of this Article. Affected employees will be offered downgrade to the next lower job classification within their job family if their seniority as defined in Section 10.3 of this Article permits. The Company will provide the Union with a copy of the layoff notice.

**SECTION 10.7 Recall From Layoff.**

Before any requisition is filled by a new employee, the job shall be offered to employees on layoff from such job classification (or who were demoted in lieu of layoff) in reverse order of layoff. Any employee on layoff who refuses to accept the offer of recall to the job classification held at the time of layoff shall be considered as having voluntarily resigned and shall cease to be an employee of the Company. If such job offer is other than to the job classification held at the time of layoff and the individual elects to remain on layoff status, the Company shall have no obligation to offer him/her re-employment to any other job classification except that job classification from which he/she was laid off.

An employee who is laid off or demoted in lieu of layoff shall have recall or return rights for a period of three (3) years following the effective date of the applicable reduction in force provided that the employee on layoff status must maintain his/her seniority in accordance with Seniority Section 10.4 paragraph a.5) of the Agreement.

**SECTION 10.8 Employee Performance Review.**

The Company shall provide all employees with their annual performance review during the month of October. The Employee Performance Review shall be discussed with the employee and the Union representative shall, upon request, have access to the employee's evaluation when handling a complaint.

An employee, upon request, will have an opportunity to review his/her personnel folder.

**SECTION 10.9 Transfers And Reclassifications.**

10.9(a) The Company may offer an employee a lateral reclassification from one job classification to another or a reclassification to a lower job classification, subject only to the limitation of Section 10.7. of this Article.

10.9(b) The Company may temporarily assign an employee to perform work not customarily performed by employees in his/her classification for a period of not more than six (6) months, or for such longer period as may be designated by mutual agreement between the Company and the Union.

The following are examples of situations where the Company may temporarily assign an employee to perform work not customarily performed by an employee in his/her classification.

1. To replace an employee while on vacation or leave of absence.
2. To satisfy a requirement for additional employees until such time as the job openings are filled by hiring new employees or permanently transferring existing employees.
3. Emergency conditions; such as, a requirement for additional employees for a short period of time.
4. To handle a situation where the work load in one occupation is temporarily reduced and the Company feels it could better utilize an employee in another

occupation.

5. Training purposes.

It is understood that the above examples are illustrative and not all inclusive.

The Company will notify the Union of all temporary assignments.

10.9(c) Employees may request a lateral or promotional reclassification and such request will be given proper consideration when openings occur subject to the limitation of Section 10.5 and Section 10.7 of this Article.

10.9(d) The following rules shall apply when an employee is reclassified to an equal, higher or lower job classification:

1. If his/her current salary is below the minimum for the new job classification he/she shall have his salary increased to such minimum.
2. If his/her current salary falls within the progression salary range for the new job classification he/she will maintain his/her current salary until he/she has served six (6) months of time on the new job classification, in accordance with the progression schedule, to justify an incremental salary adjustment. Exception to the above statement is in the case of promotion within a job family. If his/her current salary falls within the progression salary range for the new job classification he/she will be able to progress in months of experience and the corresponding rate as if he/she was still in the original classification prior to promotion. Employees laterally reclassified will remain on the same rate of progression as they were on at the time of reclassification.
3. If his/her current salary is above the maximum of the new job classification his/her salary will be adjusted to the maximum for the new job Classification.
4. The above rules are not applicable if any employee is reclassified because of insufficient ability to satisfactorily perform the work assignment in his/her current job classification. In such cases, the Company will have the unrestricted right to offer the employee any salary within the range for the new job classification.
5. The Company in its sole discretion may deviate from any of the above rules and selectively place new hires and/or individual employees on salary rates over and above the scheduled rates specified in Appendix A, Appendix B, and Appendix C. The Company will notify the Union when an employee is paid above the maximum salary for his/her labour grade.

**SECTION 10.10 Supervisory Transfers.**

The Company may transfer or demote to positions within the Bargaining Unit employees who accumulate seniority under Section 10.3., of this Article.

**SECTION 10.11 Seniority List.**

Each three (3) months following the effective date of this agreement the Company will furnish the Union with a seniority list of employees covered by this Agreement.

**SECTION 10.12 Nature Of Seniority Rights.**

Seniority rights are those specified by effective written agreement between the parties and shall not be deemed to exist independently of such agreement.

**SECTION 10.13 Placement Of Incapacitated Employee.**

An employee who has been incapacitated as a result of an occupational injury or disease or incapacitated as a result of non-occupational injury or disease while in the employment of the Company may be employed in other work which he/she can do without regard to any seniority provisions of the Agreement.

**ARTICLE 11 - LEAVE OF ABSENCE**

**SECTION 11.1 General.**

The Company may or may not at its discretion, grant a leave of absence without pay to any employee requesting same. Seniority will continue to accrue during such authorized leave. The Union will be supplied with a copy of such leave of absence issued by the Company.

During an approved leave of absence for occupational or non-occupational disability the Company will pay all premium costs of the Ontario Health Insurance Plan and the Group Benefits Program for employees who are members of these plans, commencing with the first premium due after the 30th calendar day of such approved leave of absence.

On request from the Local Lodge, the Company may grant leave of absence without pay to officials of the local lodge or their delegates for the transaction of Union business and attending trade union conventions. The number of approved leaves of absence, also the number of days granted, to be mutually agreed upon. Such requests for leave shall not be unreasonably withheld.

On request from the Local Lodge, the Company will grant leave of absence without pay to an employee for the duration of his/her full time employment by the local lodge of the International Association of Machinists and Aerospace Workers providing that the number of employees who at any one time shall be granted such leaves, shall be mutually agreed upon. Seniority shall continue to accrue during such leave of absence and such employee shall be rehired providing work for which he/she is qualified shall be available.

**SECTION 11.2 Maternity Leave.**

**11.2(a) Eligibility**

1. Any female employee who has completed thirteen (13) weeks of continuous employment before the expected date of delivery is eligible for maternity leave.
2. The employee request for maternity leave of absence must be submitted to the Human Resources department at least two (2) weeks prior to the day on which she intends to commence such leave along with a medical certificate from her physician specifying the estimated date of delivery. Exception to this rule will be made under reasonable circumstances.

**11.2(b) Timing**

1. The employee is entitled to begin her leave of absence anytime within seventeen (17) weeks before the estimated date of birth.
2. The Company may initiate the maternity leave earlier than the employee intends if the employee cannot, in her physician's opinion perform the normal duties of her job. The leave of absence cannot however commence earlier than seventeen

(17) weeks prior to the estimated date of delivery.

3. The Company may require an employee, prior to returning to work from a maternity leave of absence, to present the Company with a written opinion from her physician that she is able to perform the normal duties of her job.

#### ARTICLE 12 - HOURS OF WORK AND OVERTIME

The normal work week shall be forty (40) hours consisting of five (5) days of eight (8) hours per day, Monday through Friday inclusive. Time worked in excess of eight (8) hours in any one shift and all work performed on Saturday, except in the case of any shift beginning in the preceding day and continuing into Saturday shall be paid at the rate of time and one half. Time worked on Sunday, except in the case of any shift beginning in the preceding day and continuing into Sunday shall be considered as overtime and such overtime shall be paid at the rate of double time.

An exception to the above rules will be in a case where the Company and Union agree in writing to institute a special four (4) day, ten (10) hour second shift. In such case the following rules shall be applicable:

- 12.1(a) The normal work week shall be forty (40) hours consisting of four (4) consecutive ten (10) hour shifts, Monday through Thursday inclusive.
- 12.1(b) Time worked in excess of ten (10) hours, Monday through Thursday, and all time worked on Friday, except in the case of any shift beginning the preceding day and continuing into Friday, shall be paid at the rate of time and one-half.
- 12.1(c) Time worked on Saturday and Sunday except in the case of any shift beginning in the preceding day and continuing into Saturday shall be considered as overtime and such overtime shall be paid at the rate of double time.
- 12.1(d) When a scheduled holiday occurs on any day Monday through Thursday, employees assigned to this special shift will receive ten (10) hours pay for such holiday.
- 12.1(e) The agreement to institute a four (4) day, ten (10) hour special second shift may be cancelled by either party upon thirty (30) days written notice.
- 12.1(f) When a scheduled holiday occurs on a Friday, employees working the special ten (10) hour shift will celebrate the holiday on the preceding Thursday.

Nothing in this agreement shall be construed as a guarantee of forty (40) hours per week or eight (8) hours per day.

Employees shall be expected to cooperate when requested to work overtime. The Company will make a demonstrative effort to give as much notice to employees requested to work overtime as conditions permit.

The Company may operate any department or the whole plant on a multi-shift basis

Employees who are required to work on a regular second shift commencing between the hours of 12:00 noon and 12:00 midnight shall be entitled to a shift premium of fifty cents (50) per hour.



These premiums are applicable only to hours worked.

When an employee is required to change from one shift to another, he/she shall normally be given twenty-eight (28) hours notice except in circumstances when Company requirements do not permit such notice.

For purposes of calculating pay for employees who arrive late for work, hours shall be divided into ten (10) units of six (6) minutes each.

0 to 3 minutes - no deduction

4 to 6 minutes - 1/10 of one hour deduction

7 to 12 minutes - 2/10 of one hour deduction and so forth.

The Union agrees that habitual lateness is a recognized reason for disciplinary action.

An employee who has left the plant upon completion of his/her regular shift or assignment and is then instructed by the Company to report back for work shall receive a minimum of four (4) hours pay at his/her regular hourly rate or his/her actual overtime worked, whichever is greater.

An employee reporting for work on instruction of the Company but for whom no work is available will be paid four (4) hours time at his/her regular hourly rate. This provision shall not apply when such lack of work is due to a labour dispute, fire, flood, lack of heat or other causes beyond the control of the Company.

#### ARTICLE 13 - VACATION

##### SECTION 13.1 Eligibility For Annual Vacation.

- 13.1(a) The vacation eligibility date of an employee (other than those noted in Section B, paragraph 2) is the anniversary date of his/her latest hire date.
- 13.1(b) Former employees who are rehired with reinstatement rights following military service or layoff will retain their previous vacation eligibility dates. Vacation eligibility dates established under previous vacation plans will remain in effect.
- 13.1(c) Vacation eligibility dates will not be affected by time on approved leave of absence or time spent on other payrolls.

##### SECTION 13.2 Accumulation Of Annual Vacation.

- 13.2(a) On each annual vacation eligibility date a full-time employee (including employees who are on approved leave of absence) will be eligible for annual vacation each year, dependent upon his/her Company service date nearest to his/her annual vacation eligibility date in accordance with the following schedule:

COMPANY SERVICE	ANNUAL VACATION
1 through 4 years	10 days (80 hours)
5 through 9 years	15 days (120 hours)
10 years or more	20 days (160 hours)

- 13.2(b) Calendar days in excess of thirty (30) on leave of absence and all calendar days on layoff during the year prior to the employee's eligibility date are deducted from his/her vacation credits at the rate of 1/365th of his/her vacation eligibility for each such day. (Employees who return to the payroll from military service with reinstatement rights will be treated as if they had been on leave of absence).
- 13.2(c) **An** employee who did not receive payment for unawarded vacation credits under Section B, paragraph 1, and who passed a vacation eligibility date while on layoff status will, upon return from layoff with reinstatement rights be awarded vacation credits for the number of calendar days between his/her last eligibility date prior to layoff (or hire date if he/she had not passed an eligibility date prior to layoff) and the date of layoff. For each such day he/she will be awarded 1/365th of the amount of vacation credit specified in Section B, Paragraph 1, in accordance with his/her Company service on the last eligibility date prior to layoff.
- 13.2(d) **An** employee who returns to the active payroll from military service with reinstatement rights will be awarded vacation credits on the date of return as outlined in Section B, Paragraph 2.
- 13.2(e) When annual vacation credits for full-time employees are awarded, the employee's account including credits carried over or transferred will be adjusted to the nearest one-tenth of an hour.

**SECTION 13.3 Use Of Annual Vacation Credits.**

- 13.3(a) Subject to management approval based on Company work schedule requirements, previously awarded vacation credits may be used by the employee without limit. Management will encourage employee use of vacation for time off within the period credits are available. Use of vacation at times convenient to the employee will be arranged to the extent permitted by Company work schedule requirements.
- 13.3(b) **All** employees who are eligible for two (2) weeks of vacation or more in the vacation year must take a minimum of two (2) weeks vacation. Annual vacation credits in excess of two (2) weeks which remain unused on any eligibility date will be paid off at the then current rate of pay. The employee may, upon request, carry the excess credits over to the next vacation year provided that such excess credits will be used prior to the employee's next eligibility date and pay in lieu of vacation credits will not be allowed until the end of the eligibility year in which the carry over election is made.
- 13.3(c) Generally, vacation credits are to be used in units of eight (8) hours, vacation credits may be used in amounts of two (2) hours or more to permit a partial day of absence. **Also**, in cases when sick leave credits are exhausted a partial day of absence for sick leave may be charged against vacation credits in any amount up to eight (8) hours.
- 13.3(d) Holidays occurring while an employee is on vacation are not deducted from vacation credits.
- 13.3(e) Payment for vacation will be made at the employee's base rate at the time vacation is taken plus, if applicable, any supplement to the base rate approved by the Company for inclusion in vacation pay.

**SECTION 13.4 Computation Of Credit.**

The Company agrees to pay 2% of all supplemental earnings (overtime pay and shift differential) for each week of vacation credits earned at the end of the vacation year on the employee's vacation anniversary date. This pay is to be reflected in a pay period the month following the employee's vacation anniversary date.

The Company agrees to pay earned vacation credit computed at the rate of 2% of base earnings for each week of vacation credits or forty hours at the current rate whichever is greater. The 2% of base earnings for each week of vacation credits is to be calculated as of the employee's vacation anniversary date and this will determine the employee's basic vacation pay. However, should an employee receive an increase in pay between this time and the time vacation is actually taken a new calculation will be computed to determine if his/her then current rate of pay is greater than that calculated on the employee's vacation anniversary date and if so, he/she is to receive the vacation pay at the new rate.

**ARTICLE 14 - SICK LEAVE**

**SECTION 14.1 Establishment Of Initial Eligibility For Sick Leave.**

Employees become eligible for sick leave upon completion of one month of continuous service from the date of his/her hire or rehire into the unit.

**SECTION 14.2 Accumulation Of Sick Leave.**

14.2(a) On the first workday following one month of continuous service, an employee will be credited with eight (8) hours sick leave. Thereafter, he/she will accumulate eight (8) hours sick leave for each month of service to a maximum of eighty (80) hours during the first year of service. During the first year, time on layoff, leave of absence and time on payrolls not covered by this Agreement will be considered as continuous service for the purpose of this Section B., paragraph 1. Subject to reduction as provided in Section B., paragraph 3., eighty (80) hours additional sick leave will be credited to his/her account at the beginning of the second and each subsequent year of service.

14.2(b) In all cases involving the transfer of an employee from one payroll to another, the provisions of the Company's Administrative Procedure pertaining to sick leave, as may be revised from time to time by the Company, shall be applicable.

14.2(c) After establishment of initial eligibility for sick leave, no additional sick leave credit will be accumulated during periods on layoff, or for absence in excess of the first thirty (30) calendar days of a leave of absence. Such absence from a salaried payroll during a service year will reduce the sick leave credit granted at the beginning of the next service year. The reduction will be in proportion of 1/365th of eighty (80) hours for each calendar day of absence, rounded to the nearest one-tenth hour.

14.2(d) Eligibility dates and accumulated sick leave credits established prior to this Agreement will not be changed as a result of this Agreement.

**SECTION 14.3 Use Of Sick Leave.**

14.3(a) Sick leave benefits are to be used only in the event of absence due to the following cases: (a) illness of employee, (b) illness or death in the immediate family (requiring the employee's presence) and (c) medical or dental appointments which can be scheduled only during the working hours.

(Effective January 1, 1978, "illness of employee" is defined to include incapacity of a female employee due to a pregnancy.)

- 14.3(b) Sick leave payments will be at the employee's base rate in effect at the time of his/her absence plus, if applicable, any supplement to the base rate approved by the Company for inclusion in sick leave pay.

**SECTION 14.4 Reserve Account.**

- 14.4(a) Sick leave hours credited to an employee's Reserve Account on the effective date of this Agreement will not be changed as a result of this Agreement.
- 14.4(b) The maximum allowable amount in a full time employee's Reserve Account will be 1120 hours effective March 7, 1994. An employee who is rehired or reinstated after having been paid for his/her reserve account will be eligible for transfer of credits to his/her reserve account as if he/she were a new employee.
- 14.4(c) On each eligibility date of a full-time employee on the active payroll, up to forty (40) hours of an employee's previously awarded and unused sick leave granted for his/her preceding eligibility year will be transferred to his/her Reserve Account, subject to the "maximum allowable amount". Sick leave hours are deemed to be used from sick leave hours most recently credited.
- NOTE: The "previously awarded and unused sick leave" which is to be credited to the Reserve Account is that which remains at the completion of each year of service and not that which is credited at the beginning of a new period of service. Accordingly, the employee with one year of service (having eighty (80) hours of sick leave for that year) who has used more than forty (40) hours of sick leave as of his/her sick leave eligibility date (anniversary of service), will have less than forty (40) hours to be credited to his/her Reserve Account and payable upon termination during the second year of service despite the fact that the total sick leave accumulation may exceed eighty (80) hours at that time.
- 14.4(d) An employee on the active payroll due to leave of absence, layoff, or military service will, upon return from leave or upon reinstatement from layoff or military service with re-employment rights, have transferred to his/her Reserve Account such sick leave credits as would normally have been transferred had the employee returned to the active payroll on his/her first sick leave eligibility date following the employee's last day on the active payroll.
- 14.4(e) At the time an employee who has hours credited to his/her Reserve Account is terminated for any reason, payment shall be made for those hours credited to his/her Reserve Account at the employee's then current base rate.

**ARTICLE 15 - WELFARE**

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

Pension Plan - C3387 - As part of the Agreement, the Company will provide and maintain a Pension Plan under which the employees shall be required to contribute and for employees hired after September 1, 1978, participation in the Pension Plan shall be compulsory. The provisions are described in the Benefit Booklet.

Group Benefits Plan - The employee group benefits program includes life insurance, accidental death and dismemberment insurance, weekly disability, supplemental health care, prescription drug, vision care, dental and safety and health benefits as detailed in the document entitled: "Group Benefits Program" dated June 1, 1994.

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

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

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

##### **SECTION 16.1**

There shall be established a Joint Health and Safety Committee with five (5) members selected by the Union from the Production and Maintenance and the Office and Technical bargaining units, and five (5) members selected by the Company. The Committee will make periodic tours of the plant and make written recommendations to the Company representative for the corrections of any hazards found. The Committee shall also make written recommendations necessary for the safe operation of any machines or equipment and methods of use of any toxic or otherwise harmful chemicals or other material. This Committee will hold regular meetings and keep minutes of all recommendations and functions as provided for Committees by the Ontario Safety and Health Act.

##### **SECTION 16.2**

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

##### **SECTION 16.3**

The Joint Health and Safety committee shall be informed of the results of any testing or monitoring of hazardous conditions of materials as deemed necessary by the Committee. All testing shall be done in conformance with the Department of Labour (Safety Section 10) or persons suggested by them.

##### **SECTION 16.4**

Any question arising that is not covered in this Article will be resolved by reference to The Ontario Safety and Health Act 1978.

##### **SECTION 16.5**

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

**ARTICLE 17 - STATUTORY HOLIDAYS**

**1994 HOLIDAYS DATE OF OBSERVANCE**

Good Friday	Friday, April 1, 1994
Victoria Day	Monday, May 23, 1994
Canada Day	Friday, July 1, 1994
Civic Holiday	Monday, August 1, 1994
Labour Day	Monday, September 5, 1994
Thanksgiving Day	Monday, October 10, 1994
Christmas Holiday	Friday, December 23, 1994 (In Lieu of 11/11/94)
Christmas Day	Monday, December 26, 1994
Boxing Day	Tuesday, December 27, 1994
Christmas Holiday	Wednesday, December 28, 1994
Christmas Holiday	Thursday, December 29, 1994
Christmas Holiday	Friday, December 30, 1994
New Years Day	Monday, January 2, 1995

**1995 HOLIDAYS DATE OF OBSERVANCE**

Good Friday	Friday, April 14, 1995
Victoria Day	Monday, May 22, 1995
Canada Day	Monday, July 3, 1995
Civic Holiday	Monday, August 7, 1995
Labour Day	Monday, September 4, 1995
Thanksgiving Day	Monday, October 9, 1995
Christmas Day	Monday, December 25, 1995
Boxing Day	Tuesday, December 26, 1995
Christmas Holiday	Wednesday, December 27, 1995
Christmas Holiday	Thursday, December 28, 1995
Christmas Holiday	Friday, December 29, 1995
New Years Day	Monday, January 1, 1996

**1996 HOLIDAYS DATE OF OBSERVANCE**

Good Friday	Friday, April 5, 1996
Victoria Day	Monday, May 20, 1996
Canada Day	Monday, July 1, 1996
Civic Holiday	Monday, August 5, 1996
Labour Day	Monday, September 2, 1996
Thanksgiving Day	Monday, October 14, 1996
Christmas Holiday	Monday, December 23, 1996 (In Lieu of 11/11/95)
Christmas Holiday	Tuesday, December 24, 1996 (In Lieu of 11/11/96)
Christmas Day	Wednesday, December 25, 1996
<b>Boxing Day</b>	Thursday, December 26, 1996
Christmas Holiday	Friday, December 27, 1996
Christmas Holiday	Monday, December 30, 1996
Christmas Holiday	Tuesday, December 31, 1996
New Years Day	Wednesday, January 1, 1997

Any employee who does not work his/her full regular shift on the work day preceding the paid holiday and the work day immediately following the paid holiday shall not be entitled to payment for the holiday unless such failure is due to:

1. Injury incurred at work on one of the two (2) working days preceding the holiday.
2. Illness compensated with sick leave pay, or certified illness of not more than two weeks duration, including the working day preceding or following the holiday.
3. Death in the family during the five (5) calendar days ending on the first working day following the holiday. The word "family" should be interpreted as spouse, child, mother or father, sister or brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, or grandparents of the employee.
4. Jury Duty.
5. Lateness up to a period of one hour.

A bargaining unit employee who is required to work on any of the above referred to holidays will be paid at the rate of double time for the hours worked, in addition to the day's holiday pay.

If the holiday is observed on some day other than the declared statutory holiday, then the work done on the statutory holiday will not be subject to overtime pay but work done on the assigned holiday will be subject to overtime pay.

When two or more types of overtime or premium compensation are applicable to the same hours of work only the higher rate of compensation shall be paid. In no case shall overtime or premium compensation be duplicated or pyramided.

#### **ARTICLE 18 - RATES OF PAY**

##### **SECTION 18.1 Automatic Progression.**

Employees will progress to the maximum in accordance with the schedules that appear in Appendix A, Appendix B and Appendix C.

##### **SECTION 18.2 Rate Increases.**

- 18.2(a) Effective March 7, 1994, the base rate for bargaining unit employees on the active payroll or on approved leave of absence will be increased by one and one half (1.5) percent, and then by the application of the twenty nine (29) cents of Cost of Living Adjustment being paid March 6, 1994.
- 18.2(b) Effective March 7, 1995, the base rate for bargaining unit employees on the active payroll or on approved leave of absence will be increased by one and one half (1.5) percent.
- 18.2(c) Effective March 7, 1996, the base rate for bargaining unit employees on the active payroll or on approved leave of absence will be increased by two (2) percent.

##### **SECTION 18.3 Cost Of Living Adjustment.**

- 18.3(a) Employees covered by this Agreement shall receive Cost of Living Adjustments to the extent such adjustments become effective under and in accordance with all of the terms, conditions and limitations stated in this Section.
- 18.3(b) Determination of Cost of Living Adjustments.

1. Determination of the potential Cost of Living Adjustment shall be made in reference to the new series "All Item Canadian Consumer Price Index" published by the Prices Division, Statistics Canada, with the following base period: 1986 = 100, such index being referenced to herein as the Index.
2. During the life of this Agreement, a Cost of Living Adjustment shall be computed by using (1) the three (3) month average of the Index for November, December 1993 and January 1994 as the base and (2) the formula 1 cent = .125 percent change in the appropriate three-month average of the Index, as shown in the table below:

Effective Month of Potential Adjustment	Based Upon the Average of the Three-Month Statistics Canada Consumer Price Indexes for:
June 1994	Feb, Mar, Apr 1994
Sep 1994	May, Jun, Jul 1994
Dec 1994	Aug, Sep, Oct 1994
Mar 1995	Nov, Dec 1994, Jan 1995
Jun 1995	Feb, Mar, Apr 1995
Sep 1995	May, Jun, Jul 1995
Dec 1995	Aug, Sep, Oct 1995
Mar 1996	Nov, Dec 1995, Jan 1996
Jun 1996	Feb, Mar, Apr 1996
Sep 1996	May, Jun, Jul 1996
Dec 1996	Aug, Sep, Oct 1996

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

3. Any quarterly Cost of Living Adjustment shall be added to or subtracted from any quarterly Cost of Living Adjustment already paid during the life of this Agreement, subject to paragraph 5. below.
4. If the Index is revised or discontinued, the parties shall attempt to determine an appropriate Index figure by agreement and, if agreement is not reached, the parties shall request Prices Division, Statistics Canada to make available an Index in its present form for the appropriate data or dates and calculated on a comparable basis.
5. Cost of Living Adjustments shall not be added to or subtracted from any employee's base rate. Any Cost of Living Adjustment payable during the life of this Agreement shall be added to each employee's straight time hourly earnings. The applicable Cost of Living Adjustment shall be included in computing overtime, third shift premium, vacation, holiday, and sick leave.

**SECTION 18.4 Jury Duty.**

Any employee who is summoned by the Crown to serve on a jury or to act as a witness for the Crown, or is summoned to act as a witness in a court of law subject to the following limitations, shall be paid at his/her current straight time base rate, including shift differential, and COLA, for each regular work day or portion thereof. Witness fees shall not be deducted from such pay.



An employee is not entitled to pay under this Article in circumstances where the employee:

1. Is called as a witness against the Company or its interests; or
2. Is called as a witness on his/her own behalf in an action in which he/she is a party; or
3. Voluntarily seeks to testify as a witness; or
4. Is a witness in a case arising from or related to his/her outside employment, or owned business activities.

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

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

##### **SECTION 19.1 Technology Change.**

The Company and the Union agree that it is to their mutual benefit and a sound economic and social goal to utilize the most efficient machines, processes, methods and/or materials. This utilization is part of the process of continuous quality improvement, which enhances the Company's ability to compete effectively in the marketplace and, thereby, minimize the negative impact on job security. It is the Company's policy to assure that training is available for its employees so that they may have the opportunity to acquire the knowledge and skills required by the introduction of technological change.

##### **SECTION 19.2 Job Security.**

Although it is not the Company's intent to reduce employees' job security through the implementation of new technology or continuous improvement activities, the Company and the Union have a mutual goal to limit the impact of the implementation of technological change upon the job security of affected employees. In cases where technological change requires that the employees affected by that change need specialized training to accomplish new tasks or gain new skills, those employees will be offered training, to acquire the knowledge and skills required by the introduction of technological change, subject to the individual employee possessing the necessary skill and ability for that training and the number of positions open. To that end, the Company agrees to give first opportunity for that training to employees according to seniority in the family and/or classification affected. In cases where there is further displacement of employees due to technological change, those employees will be offered other training or reassigned to the extent available and subject to the terms and conditions of this Agreement.

##### **SECTION 19.3 Technological Planning.**

It is understood that the implementation of technological change is, in itself a process as well as being part of a process of continuous improvement. The technological changes will be introduced progressively over time, therefore the Company will discuss with the Union the planned introduction of technological change into the work place thirty (30) days prior to the implementation of such change. The discussions shall include the solicitation and consideration of recommendations of the Union as to the accomplishment of the planned changes. It is understood that cooperation between the Company and the Union is vital to the success of implementation.

As part of these discussions, the Company will provide the Union with information concerning the nature of the technological change to include:

1. a description of changes planned,
2. the planned effective date or dates of implementation,

3. the approximate number and classifications of employees likely to be affected by the change,
4. the effect that the change is likely to have on the terms, conditions and security of employment of the affected employees,
5. the number of jobs and job classifications to be corrected or abolished by the change, to the maximum extent that such information is then available,
6. the reasons for change and/or the goals and objectives that the change is intended to fulfill.

**SECTION 19.4 Communications.**

The Company and the Union agree to meet from time to time to review the Company's Continuous Improvement goals and objectives and to discuss methods to be used by both parties in communicating the Company's programs and its aims.

**SECTION 19.5 Training.**

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

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

**SECTION 19.6 Negotiation.**

The Company and the Union agree to bargain collectively on the terms and conditions of employment affected by the technological change notwithstanding that a collective agreement has been entered into for a given term.

**ARTICLE 20 - MISCELLANEOUS**

Nothing in this Agreement shall in any way limit the Company in the enforcement of its legal rights under Provincial or Federal Law or shall affect the Company's obligation to comply with laws, regulations, or directives of the Provincial or Federal Governments.

In the event that any provision of this Agreement shall be held to be invalid under Provincial or Federal Law, the validity of its remaining provisions shall not be impaired.

In construing and interpreting the language of this Agreement, reference to the masculine, such as "he", "him" and "his" shall include reference to the feminine.

ARTICLE 21 - DURATION

Notwithstanding the clause entitled Agreement, this Agreement shall become effective as of the beginning of ~~March 7, 1994~~ (which date is the "effective date of this Agreement" and the "date of execution", as these terms are used in the Agreement) and shall remain in full force and effect until the close of ~~March 6, 1997~~ and shall be automatically renewed for consecutive periods of one year thereafter unless either party shall notify the other in writing, at least sixty (60) days but not more than ninety days prior to the 6th of March of any calendar year, beginning with 1997 of its desire to terminate the agreement, in which event this Agreement shall terminate at the close of such March 6, 1997 unless renewed or extended by mutual written agreement. In the case of such notice the parties agree to meet immediately thereafter for the purpose of negotiating a new agreement or a written renewal of this Agreement.

Signed this 7th day of March, 1994 at Amprior, Ontario.

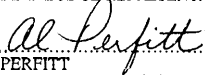
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GENERAL MANAGER

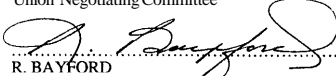
INTERNATIONAL SOCIETY OF  
MECHANICAL AND AEROSPACE WORKERS  
C.L.C.-A.F.L.-C.I.O. and LOCAL LODGE No. 1542  
(OFFICE AND TECHNICAL UNIT)

J. REIL .....

GRAND LODGE REPRESENTATIVE

  
.....  
A. PERFITT  
Chairman, Union Negotiating Committee

  
.....  
K. BRYDGES  
Union Negotiating Committee

  
.....  
R. BAYFORD  
Union Negotiating Committee

**APPENDIX "A"**  
**SALARY RANGE AND PROGRESSION SCHEDULE**  
**EFFECTIVE - March 7, 1994**

L/G	Min	Range - 94							
	Range	6 mos	12 mos	18 mos	Max Range 24 mos	Max Range 30 mos	Max Range 36 mos	Max Range 42 mos	48 mos
1	21,043	21,862	22,402	22,946	23,491	24,034			
2	22,349	23,217	23,943	24,666	25,392	26,117			
3	23,914	24,848	25,572	26,296	27,022	27,744			
4	25,745	26,749	27,471	28,197	28,922	29,646	30,370		
5	27,310	28,381	29,103	29,827	30,550	31,275	31,999		
6	29,224	30,370	31,094	31,818	32,542	33,268	33,992		
7	30,966	32,182	33,087	33,992	34,896	35,804	36,707		
8	32,970	34,264	35,168	36,073	37,158	37,882	38,789	39,696	
9	34,970	36,348	37,251	38,156	39,060	39,967	40,871	41,775	
10	37,059	38,518	39,421	40,329	41,233	42,138	43,043	43,949	44,856

**APPENDIX "B"**  
**SALARY RANGE AND PROGRESSION SCHEDULE**  
**EFFECTIVE - March 7, 1995**

L/G	Min Range 03-07-95	6 mos	12 mos	18 mos	24 mos	Max Range 30 mos	Max Range 36 mos	Max Range 42 mos	Max Range 48 mos
1	21,359	22,190	22,738	23,290	23,843	24,395			
2	22,684	23,565	24,302	25,036	25,773	26,509			
3	24,273	25,221	25,956	26,690	27,427	28,160			
4	26,131	27,150	27,883	28,620	29,356	30,091	30,826		
5	27,720	28,807	29,540	30,274	31,008	31,744	32,479		
6	29,662	30,826	31,560	32,295	33,030	33,767	34,502		
7	31,430	32,665	33,583	34,502	35,419	36,341	37,258		
8	33,465	34,778	35,696	36,614	37,715	38,450	39,371	40,291	
9	35,495	36,893	37,810	38,728	39,646	40,567	41,484	42,402	
10	37,615	39,096	40,012	40,934	41,851	42,770	43,689	44,608	45,529

**APPENDIX "C"**  
**SALARY RANGE AND PROGRESSION SCHEDULE**  
**EFFECTIVE - March 7, 1996**

	L/G	Min Range 03-07-96	6 mos	12 mos	18 mos	24 mos	Max Range 30 mos	Max Range 36 mos	Max Range 42 mos	Max Range 48 mos
27	1	21,786	22,634	23,193	23,756	24,320	24,883			
	2	23,138	24,036	24,788	25,537	26,288	27,039			
	3	24,758	25,725	26,475	27,224	27,976	28,723			
	4	26,654	27,693	28,441	29,192	29,943	30,693	31,443		
	5	28,274	29,383	30,131	30,879	31,628	32,379	33,129		
	6	30,255	31,443	32,191	32,941	33,691	34,442	35,192		
	7	32,059	33,318	34,255	35,192	36,127	37,068	38,003		
	8	34,134	35,474	36,410	37,346	38,469	39,219	40,158	41,097	
	9	36,205	37,631	38,566	39,503	40,439	41,378	42,314	43,250	
	10	38,367	39,878	40,812	41,753	42,688	43,625	44,563	45,500	46,440

**WORK ASSIGNMENTS DURING A STRIKE**

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

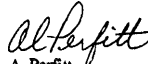
Dear Sirs,

This will confirm our agreement reached during the negotiations that Office and Technical employees will not be required to perform Production and Maintenance employees' work during a strike or lock out involving those Production and Maintenance employees.



B. T. Pierce  
Director Human Resources

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



A. Perfit  
International Association of  
Machinists and Aerospace Workers

**LABOUR MANAGEMENT MEETINGS**

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

Dear Sirs,

This will confirm the agreement reached during negotiations that meetings between Company representatives and the Union would occur on the first Monday of each month of the life of the agreement. Topics of discussion for these meetings are inclusive of but not limited to clarification and interpretation of the contract, subcontracting, grievance committee meetings and items of mutual concern or interest.

It is further agreed that the Company and Union will provide agenda items to each other prior to such meeting. Additional meetings may be called at any time by either party including the bargaining unit negotiating committee.



B. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994



A. Perfitt  
International Association of  
Machinists and Aerospace Workers



**UNION PARTICIPATION IN  
COMPANY INDOCTRINATION**

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

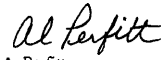
Dear Sirs,

This will confirm the agreement reached during negotiations that a designated Union official will be given the opportunity to meet newly hired employees on their indoctrination day to answer questions about the Union and to get the dues deduction card signed. Such meetings shall be limited to 15 minutes. It is further agreed that the Company will provide the Union with the "payroll notice" of all new hires prior to the day of orientation.



B. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994



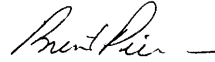
A. Perfit  
International Association of  
Machinists and Aerospace Workers

**EMPLOYEE ASSISTANCE PROGRAM**

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

Dear Sirs,

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



B. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994



A. Perfitt  
International Association of  
Machinists and Aerospace Workers

EXTENSION OF TIME LIMITS

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

Dear Sirs,

This will confirm our agreement reached during negotiations that Union requests for extension of time limits for filing grievances under the provisions of Article 9, Section 9.1A.8 of the Agreement will be granted by the Company.



B. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994



A. Perfitt  
International Association of  
Machinists and Aerospace Workers

CLARIFICATION OF COMMITTEE PERSONS

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

Dear Sirs,

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

  
B. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994

  
A. Perlin  
International Association of  
Machinists and Aerospace Workers

**POLICIES AND PROCEDURES**

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

Dear Sirs,

This will confirm our agreement reached during the negotiations that the Company, before implementing new policies and/or procedures or changes to existing policies and/or procedures, will consult with the Union, on those policies, procedures and/or changes that affect any employees covered by the Collective Agreement or affect the Collective Agreement, prior to implementation.



B. T. Pierce  
Director Human Resources

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



A. Perfitt  
International Association of  
Machinists and Aerospace Workers

**SUBCONTRACTING**

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

Dear Sirs,

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



B. T. Pierce  
Director Human Resources

Accepted this 7th day of March, 1994



A. Perfit  
International Association of  
Machinists and Aerospace Workers

COMMITTEE

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

Dear Sirs,

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



B. T. Pierce  
Director Human Resources

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



International Association of  
Machinists and Aerospace Workers

**MODIFIED WORK PROGRAM**

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

Dear Sirs,

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

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

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



B. T. Pierce  
Director Human Resources

Accepted this 7th day of March, **1994**



A. Perfit  
International Association of  
Machinists and Aerospace Workers



COMMUNICATION OF STRATEGIC INITIATIVES

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

Dear Sirs,

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

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

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

  
B.T. Pierce  
Director Human Resources

Accepted this 7th day of March 1994

  
A. Perfit  
International Association of  
Machinists and Aerospace Workers