

1997	10/1/97
1998	10/1/98
1999	10/1/99

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SPAR AEROSPACE LIMITED**

**AND**

**SPAR PROFESSIONAL AND ALLIED**

**TECHNICAL EMPLOYEES ASSOCIATION**

**METROPOLITAN TORONTO**

**EFFECTIVE**

**MARCH 31, 1997 - DECEMBER 31, 1999**

## MEMORANDUM OF AGREEMENT

- between -

SPAR AEROSPACE LIMITED  
(hereinafter referred to as the "Company")

- and -

SPAR PROFESSIONAL AND ALLIED TECHNICAL  
EMPLOYEES ASSOCIATION, METROPOLITAN TORONTO  
(hereinafter referred to as the "Association")

WHEREAS the Company and the Association agree that the Company may, from time to time, have a requirement to hire a limited number of employees for a definite term or task as a result of manpower demands or a requirement for specific expertise not otherwise available;

AND WHEREAS the Company and the Association agree that such term employees should be included in the bargaining unit for the duration of their employment with the Company;

AND WHEREAS the Association understands and agrees that nothing in this Memorandum of Agreement will be or will be deemed to be a limitation on the right of the Company to assign work to contract personnel pursuant to Article 3.0 Management Rights and Clause 25.2 of the collective agreement or to employ students during the school or university vacation or on work term assignment pursuant to Article 2.0 Recognition and Scope; such persons not to be covered by the terms of the collective agreement or this memorandum:

NOW THEREFORE, the Company and the Association agree that the following terms and conditions shall apply to the employment of such employees:

1. Subject to the terms of this Memorandum of Agreement, term employees may be hired for a definite term or task for a period of up to twenty-four (24) consecutive months.
2. The original term of employment may be extended by the Company for up to six (6) months.
3. Save and except for the articles listed below, the terms of the collective agreement between the Company and the Association will apply to such employees:
  - i) Article 18.0 - Association Representation
  - ii) Article 19.0 - Association Business
  - iii) Article 22.0 - Career Planning
  - iv) Article 23.0 - Staff Development
  - v) Article 29.0 - Service Date and Continuous Service
  - vi) Article 30.0 - Security of Employment
  - vii) Article 38.0 - Sick Leave
  - viii) Article 40.0 - Vacations with Pay
  - ix) Article 41.0 - Performance Reviews
  - x) Article 43.0 - Salary Increases
  - xi) Article 45.0 - Long Term Disability
    - Dental Plan
    - Retirement and Pension Plan

4. Where the original term is reduced by the Company, the term employee is entitled to the lesser of four (4) weeks' notice or four (4) weeks' pay in lieu of notice or the cash equivalent of what (s)he would have been paid to the end of the original term.
5. A term employee may not grieve the termination of his/her employment by the Company.
6. The salary and salary review process (if any) that applies to term employees will be specified in their offer of employment and will, in so far as practical and possible, be consistent with the terms of the collective agreement.
7. Where a term employee applies for and is accepted on a posting for a permanent position pursuant to Article 24.0 "Position Competitions" or where, at the end of his/her term, the Company decides to offer and the term employee accepts a permanent position, the employee's continuous service date shall be deemed to be the employee's date of hire as a term employee provided only that there has been no break in service; in such case, the most recent hire date will apply.
8. Entitlement to paid sick leave will accrue at the rate of one (1) day per month of service to a maximum of ten (10) days in any twelve (12) month period. With the approval of his/her supervisor, the employee may be paid for sickness absence to the accrued total.
9. The amount of vacation to which the term employee will be entitled will be determined through the application, mutatis mutandis, of Article 40.0 - Vacations with Pay. Where the term is twelve (12) months or more, it is expected that the vacation will be taken as time off with pay during the term of employment.
10. It is understood and agreed that no regular, full time employee in the bargaining unit may apply for or be employed by the Company as a term employee.

EXECUTED at Brampton this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

For the Company:

For the Association:

\_\_\_\_\_

\_\_\_\_\_

## LETTERS OF UNDERSTANDING

### **Re: Article 6.0 - Transfer of Operations**

Should the Company transfer its operations, in whole or in part, more than one hundred (100) kilometres from its existing Metropolitan Toronto locations,

- (i) the employee may accept a position at the new location; or
- (ii) the employee may decline an offered position at the new location and accept an offered position at the original location.

If no position is available at the original location, the employee will be laid off and will be eligible for severance pay in accordance with Article 30.01, Security of Employment.

### **Re: Stock Option Plan**

This will confirm our agreement during negotiations that should the Company offer a Stock Option Plan to non-represented employees during the term of the 1997-1999 Collective Agreement, the Company will offer participation in such plan to employees in the bargaining unit as part of their compensation package.

SALARY SCALES  
EFFECTIVE JANUARY 1, 1997  
AND UNTIL JUNE 30, 1997

CLASSIFICATION	MINIMUM	C1	C2	C3	C4	C5
Junior Engineer/ Junior M.T.S.*	32500 1250	37026 1424	39470 1518	41910 1612	44352 1706	46793 1800
Intermediate Engineer/ Intermediate M.T.S.*	39752 1529	45281 1742	48263 1856	51301 1973	54282 2088	57267 2203
Engineer/M.T.S.*	49056 1887	55892 2150	59590 2292	63223 2432	66919 2574	70610 2716
Senior Engineer/ Senior M.T.S.*	56873 2187	64814 2493	69052 2656	73349 2821	77585 2984	81877 3149
Staff Engineer/ Staff M.T.S.*	61535 2367	70106 2696	74737 2875	79310 3050	83938 3228	88570 3407
Senior Staff Engineer/ Senior Staff M.T.S.*	67192 2584	76518 2943	81593 3138	86613 3331	91687 3526	96705 3719
Staff Specialist	88748 3413	100102 3850	106108 4081	112475 4326	119222 4585	125779 4838
Member Technical Staff						
Junior Engineering Assistant	25926 997	29535 1136	31485 1211	33430 1286	35381 1361	37325 1436
Engineering Assistant	29045 1117	33088 1273	35268 1356	37452 1440	39635 1524	41818 1608
Senior Engineering Assistant	36485 1403	41570 1599	44305 1704	47048 1810	49788 1915	52530 2020
Junior Technologist	29045 1117	33088 1273	35268 1356	37452 1440	39635 1524	41818 1608
Technologist	33211 1277	37830 1455	40327 1551	42821 1647	45314 1743	47813 1839
Senior Technologist	41401 1592	47165 1814	50273 1934	53385 2053	56499 2173	59603 2292
Staff Technologist	44714 1720	50938 1959	54296 2088	57655 2218	61018 2347	64373 2476

SALARY SCALES  
EFFECTIVE JANUARY 1, 1997  
AND UNTIL JUNE 30, 1997

CLASSIFICATION	MINIMUM	C1	C2	C3	C4	C5
Junior Drafter	27512 1058	31342 1205	33407 1285	35473 1364	37539 1444	39608 1523
Drafter	31158 1198	35493 1365	37836 1455	40176 1545	42516 1635	44859 1725
Senior Drafter	36485 1403	41570 1599	44305 1704	47048 1810	49788 1915	52530 2020
Junior Drawing Checker	27512 1058	31342 1205	33407 1285	35473 1364	37539 1444	39608 1523
Drawing Checker	33211 1277	37830 1455	40327 1551	42821 1647	45314 1743	47813 1839
Senior Drawing Checker	38832 1494	44242 1702	47159 1814	50076 1926	52991 2038	55909 2150
Junior Designer	36485 1403	41569 1599	44305 1704	47049 1810	49788 1915	52530 2020
Designer	38832 1494	44242 1702	47159 1814	50076 1926	52991 2038	55909 2150
Senior Designer	44102 1696	50246 1933	53560 2060	56871 2187	60182 2315	63496 2442
Staff Designer	49056 1887	55892 2150	59590 2292	63223 2432	66919 2574	70609 2716
Senior Design Checker	49056 1887	55892 2150	59590 2292	63223 2432	66919 2574	70609 2716
Tool Designer	38832 1494	44242 1702	47159 1814	50076 1926	52991 2038	55909 2150
Senior Tool Designer	44102 1696	50246 1933	53560 2060	56871 2187	60182 2315	63496 2442

SALARY SCALES  
EFFECTIVE JANUARY 1, 1997  
AND UNTIL JUNE 30, 1997

CLASSIFICATION	MINIMUM	C1	C2	C3	C4	C5
Junior Technical Writer	27512 1058	31342 1205	33407 1285	35473 1364	37539 1444	39608 1523
Technical Writer	36485 1403	41570 1599	44305 1704	47048 1810	49788 1915	52530 2020
Senior Technical Writer	41401 1592	47165 1814	50273 1934	53385 2053	56499 2173	59603 2292
Staff Technical Writer	44714 1720	50938 1959	54296 2089	57655 2217	61018 2347	64373 2476
Junior Technical Editor	33211 1277	37830 1455	40327 1551	42821 1647	45314 1743	47813 1839
Technical Editor	38180 1468	43495 1673	46363 1783	49230 1893	52097 2004	54966 2114
Senior Technical Editor	44714 1720	50938 1959	54296 2089	57655 2217	61018 2347	64372 2476
Junior Graphic Artist	27512 1058	31342 1205	33407 1285	35473 1365	37539 1444	39608 1523
Graphic Artist	33211 1277	37830 1455	40327 1551	42821 1646	45314 1743	47813 1839
Senior Graphic Artist	38180 1468	43495 1672	46363 1784	49230 1893	52097 2003	54966 2115
Staff Graphic Artist	41234 1586	46974 1807	50072 1926	53168 2045	56265 2164	59362 2284
Junior Technical Illustrator	27512 1058	31342 1205	33407 1285	35473 1365	37539 1444	39608 1523
<b>Technical</b> Illustrator	33211 1277	37830 1455	40327 1551	42821 1646	45314 1743	47813 1839
Senior Technical Illustrator	38180 1468	43495 1672	46363 1784	49230 1893	52097 2003	54966 2115
Staff Technical Illustrator	41234 1586	46974 1807	50072 1926	53168 2045	56265 2164	59363 2284

SALARY SCALES  
EFFECTIVE JANUARY 1, 1997  
AND UNTIL JUNE 30, 1997

CLASSIFICATION	MINIMUM	C1	C2	C3	C4	C5
Junior Cost and Schedule Controller	31827 1224	36256 1394	38646 1486	41039 1578	43426 1670	45818 1763
Cost and Schedule Controller	38832 1494	44242 1702	47159 1813	50076 1926	52991 2038	55909 2150
Senior <b>Cost</b> and Schedule Controller	46809 1800	53326 2052	56842 2186	60356 2321	63872 2457	67391 2593
Staff Cost and Schedule Controller	50554 1944	57593 2215	61390 2362	65185 2507	68982 2653	72781 2799
Junior Subcontract Administrator	31827 1224	36256 1394	38646 1486	41039 1578	43426 1670	45818 1763
Subcontract Administrator	38832 1494	44242 1702	47158 1813	50076 1926	52991 2038	55909 2150
Senior Subcontract Administrator	46809 1800	53326 2052	56842 2186	60356 2321	63872 2457	67391 2593
Staff Subcontract Administrator	50554 1944	57593 2215	61390 2362	65185 2507	68982 2653	72781 2799
Junior Industrial Engineer	32500 1250	37026 1424	39470 1518	41910 1612	44352 1706	46793 1800
Industrial Engineer	39752 1529	45281 1742	48263 1856	51301 1973	54282 2087	57267 2202
Senior Industrial Engineer	47919 1843	54589 2100	58193 2238	61791 2376	65391 2515	68990 2653
<b>Staff</b> Industrial Engineer	51753 1990	58955 2268	62848 2417	66736 2567	70623 2716	74509 2865



SALARY SCALES  
EFFECTIVE JANUARY 1, 1997  
AND UNTIL JUNE 30, 1997

CLASSIFICATION	MINIMUM	C1	C2	C3	C4	C5
Junior Manufacturing Engineer	32500 1250	37026 1424	39470 1518	41910 1612	44352 1706	46793 1800
Manufacturing Engineer	39752 1529	45281 1742	48263 1856	51301 1973	54282 2087	57267 2202
Senior Manufacturing Engineer	47919 1843	54589 2100	58193 2238	61791 2376	65391 2515	68990 2653
Staff Manufacturing Engineer	51753 1990	58955 2268	62848 2417	66736 2567	70623 2716	74509 2865
Senior Cost Estimator	40567 1560	46213 1777	49258 1895	52306 2012	55351 2129	58402 2247
Staff Cost Estimator	46809 1800	53326 2052	56842 2186	60356 2321	63872 2457	67391 2593
Programmer Analyst SRMS	43861 1687	50002 1923	53291 2050	56581 2176	59870 2303	63160 2429
Database Administrator SRMS	47459 1825	54103 2081	57663 2218	61222 2355	64782 2492	68341 2629
LAN Analyst SRMS	47459 1825	54103 2081	57663 2218	61222 2355	64782 2492	68341 2629
Senior LAN Analyst SRMS	51350 1975	58539 2252	62390 2400	66242 2548	70093 2696	73944 2844
Computer Systems Administrator	47459 1825	54103 2081	57663 2218	61222 2355	64782 2492	68341 2629
Senior Computer Systems Administrator	51350 1975	58539 2252	62390 2400	66242 2548	70093 2696	73944 2844
Senior Systems Architect SRMS	55561 2137	63340 2436	67507 2596	71674 2757	75841 2917	80008 3077
Senior Network Architect	55561 2137	63340 2436	67507 2596	71674 2757	75841 2917	80008 3077

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**SALARY SCALES**  
**EFFECTIVE JULY 1, 1997**  
**AND UNTIL JUNE 30, 1998**

CLASSIFICATION	MINIMUM	C1	C2	C3	C4	C5
Junior Engineer/ Junior M.T.S.*	33059 1272	37663 1449	40149 1544	42631 1640	45115 1735	47598 1831
Intermediate Engineer/ Intermediate M.T.S.*	40436 1555	46060 1772	49093 1888	52183 2007	55216 2124	58252 2240
Engineer/M.T.S.*	49900 1919	56853 2187	60615 2331	64310 2473	68070 2618	71824 2762
Senior Engineer/ Senior M.T.S.*	57851 2225	65929 2536	70240 2702	74611 2870	78919 3035	83285 3203
Staff Engineer/ Staff M.T.S.*	62593 2407	71312 2743	76022 2924	80674 3103	85382 3284	90093 3465
Senior Staff Engineer/ Senior Staff M.T.S.*	68348 2629	77834 2994	82996 3192	88103 3389	93264 3587	98368 3783
Staff Specialist	90274 3472	101824 3916	107933 4151	114410 4400	121273 4664	127942 4921
<b>*Member Technical Staff</b>						
Junior Engineering Assistant	26372 1014	30043 1156	32027 1232	34005 1308	35990 1384	37967 1460
Engineering Assistant	29545 1136	33657 1295	35875 1380	38096 1465	40317 1551	42537 1636
Senior Engineering Assistant	37113 1427	42285 1626	45067 1733	47857 1841	50644 1948	53434 2055
Junior Technologist	29545 1136	33657 1295	35875 1380	38096 1465	40317 1551	42537 1636
Technologist	33782 1299	38481 1480	41021 1578	43558 1675	46093 1773	48635 1871
Senior Technologist	42113 1620	47976 1845	51138 1967	54303 2089	57471 2210	60628 2332
Staff Technologist	45483 1749	51814 1993	55230 2124	58647 2256	62068 2387	65480 2518

**SALARY SCALES  
EFFECTIVE JULY 1, 1997  
AND UNTIL JUNE 30, 1998**

<b>CLASSIFICATION</b>	<b>MINIMUM</b>	<b>C1</b>	<b>C2</b>	<b>C3</b>	<b>C4</b>	<b>C5</b>
<b>Junior Drafter</b>	27985 1076	31881 1226	33982 1307	36083 1388	38185 1469	40289 1550
<b>Drafter</b>	31694 1219	36103 1389	38487 1480	40867 1572	43247 1663	45631 1755
<b>Senior Drafter</b>	37113 1427	42285 1626	45067 1733	47857 1841	50644 1948	53434 2055
<b>Junior Drawing Checker</b>	27985 1076	31881 1226	33982 1307	36083 1388	38185 1469	40289 1550
<b>Drawing Checker</b>	33782 1299	38481 1480	41021 1578	43558 1675	46093 1773	48635 1871
<b>Senior Drawing Checker</b>	39500 1519	45003 1731	47970 1845	50937 1959	53902 2073	56871 2187
<b>Junior Designer</b>	37113 1427	42284 1626	45067 1733	47857 1841	50644 1948	53434 2055
<b>Designer</b>	39500 1519	45003 1731	47970 1845	50937 1959	53902 2073	56871 2187
<b>Senior Designer</b>	44861 1725	51110 1966	54481 2095	57849 2225	61217 2355	64588 2484
<b>Staff Designer</b>	49900 1919	56853 2187	60615 2331	64310 2473	68070 2618	71824 2762
<b>Senior Design Checker</b>	49900 1919	56853 2187	60615 2331	64310 2473	68070 2618	71824 2762

**SALARY SCALES**  
**EFFECTIVE JULY 1, 1997**  
**AND UNTIL JUNE 30, 1998**

<b>CLASSIFICATION</b>	<b>MINIMUM</b>	<b>C1</b>	<b>C2</b>	<b>C3</b>	<b>C4</b>	<b>C5</b>
<b>Junior Industrial Engineer</b>	33059 1272	37663 1449	40149 1544	42631 1640	45115 1735	47598 1831
<b>Industrial Engineer</b>	40436 1555	46060 1772	49093 1888	52183 2007	55216 2124	58252 2240
<b>Senior Industrial Engineer</b>	48743 1875	55528 2136	59194 2277	62854 2417	66516 2558	70177 2699
<b>Staff Industrial Engineer</b>	52643 2025	59969 2307	63929 2459	67884 2611	71838 2763	75791 2915
<b>Junior Manufacturing Engineer</b>	33059 1272	37663 1449	40149 1544	42631 1640	45115 1735	47598 1831
<b>Manufacturing Engineer</b>	40436 1555	46060 1772	49093 1888	52183 2007	55216 2124	58252 2240
<b>Senior Manufacturing Engineer</b>	48743 1875	55528 2136	59194 2277	62854 2417	66516 2558	70177 2699
<b>Staff Manufacturing Engineer</b>	52643 2025	59969 2307	63929 2459	67884 2611	71838 2763	75791 2915
<b>Senior Cost Estimator</b>	41265 1587	47008 1808	50105 1927	53206 2046	56303 2166	59407 2285
<b>Staff Cost Estimator</b>	47614 1831	54243 2086	57820 2224	61394 2361	64971 2499	68550 2637

SALARY SCALES  
EFFECTIVE JULY 1, 1997  
AND UNTIL JUNE 30, 1998

CLASSIFICATION	MINIMUM	C1	C2	C3	C4	C5
Programmer Analyst SRMS	44615 1716	50862 1956	54208 2085	57554 2214	60900 2342	64246 2471
Database Administrator SRMS	48275 1857	55034 2117	58655 2256	62275 2395	65896 2534	69516 2674
LAN Analyst SRMS	48275 1857	55034 2117	58655 2256	62275 2395	65896 2534	69516 2674
Senior LAN Analyst SRMS	52233 2009	59546 2290	63463 2441	67381 2592	71299 2742	75216 2893
Computer Systems Administrator	48275 1857	55034 2117	58655 2256	62275 2395	65896 2534	69516 2674
Senior Computer Systems Administrator	52233 2009	59546 2290	63463 2441	67381 2592	71299 2742	75216 2893
Systems Architect SRMS	48764 1876	55590 2138	59203 2277	62874 2418	67070 2580	69847 2686
Senior Systems Architect SRMS	56517 2174	64429 2478	68668 2641	72907 2804	77145 2967	81384 3130
Senior Network Architect	56517 2174	64429 2478	68668 2641	72907 2804	77145 2967	81384 3130



SALARY SCALES  
EFFECTIVE JULY 1, 1997  
AND UNTIL JUNE 30, 1998

CLASSIFICATION	MINIMUM	C1	C2	C3	C4	C5
Tool Designer	39500 1519	45003 1731	47970 1845	50937 1959	53902 2073	56871 2187
Senior Tool Designer	44861 1725	51110 1966	54481 2095	57849 2225	61217 2355	64588 2484
Junior Technical Writer	27985 1076	31881 1226	33982 1307	36083 1388	38185 1469	40289 1550
Technical Writer	37113 1427	42285 1626	45067 1733	47857 1841	50644 1948	53434 2055
Senior Technical Writer	42113 1620	47976 1845	51138 1967	54303 2089	57471 2210	60628 2332
Staff Technical Writer	45483 1749	51814 1993	55230 2124	58647 2256	62068 2387	65480 2518
Junior Technical Editor	33782 1299	38481 1480	41021 1578	43558 1675	46093 1773	48635 1871
Technical Editor	38837 1494	44243 1702	47160 1814	50077 1926	52993 2038	55911 2150
Senior Technical Editor	45483 1749	51814 1993	55230 2124	58647 2256	62068 2387	65480 2518
Junior Graphic Artist	27985 1076	31881 1226	33982 1307	36083 1388	38185 1469	40289 1550
Graphic Artist	33782 1299	38481 1480	41021 1578	43558 1675	46093 1773	48635 1871
Senior Graphic Artist	38837 1494	44243 1702	47160 1814	50077 1926	52993 2038	55911 2150
Staff Graphic Artist	41943 1613	47782 1838	50933 1959	54082 2080	57233 2201	60383 2322

**SALARY SCALES**  
**EFFECTIVE JULY 1, 1997**  
**AND UNTIL JUNE 30, 1998**

<b>CLASSIFICATION</b>	<b>MINIMUM</b>	<b>C1</b>	<b>C2</b>	<b>C3</b>	<b>C4</b>	<b>C5</b>
<b>Junior Technical Illustrator</b>	27985 1076	31881 1226	33982 1307	36083 1388	38185 1469	40289 1550
<b>Technical Illustrator</b>	33782 1299	38481 1480	41021 1578	43558 1675	46093 1773	48635 1871
<b>Senior Technical Illustrator</b>	38837 1494	44243 1702	47160 1814	50077 1926	52993 2038	55911 2150
<b>Staff Technical Illustrator</b>	41943 1613	47782 1838	50933 1959	54082 2080	57233 2201	60383 2322
<b>Junior Cost and Schedule Controller</b>	32374 1245	36880 1418	39311 1512	41745 1606	44173 1699	46606 1793
<b>Cost and Schedule Controller</b>	39500 1519	45003 1731	47970 1845	50937 1959	53902 2073	56871 2187
<b>Senior Cost and Schedule Controller</b>	47614 1831	54243 2086	57820 2224	61394 2361	64971 2499	68550 2637
<b>Staff Cost and Schedule Controller</b>	51424 1978	58584 2253	62446 2402	66306 2550	70168 2699	74033 2847
<b>Junior Subcontract Administrator</b>	32374 1245	36880 1418	39311 1512	41745 1606	44173 1699	46606 1793
<b>Subcontract Administrator</b>	39500 1519	45003 1731	47970 1845	50937 1959	53902 2073	56871 2187
<b>Senior Subcontract Administrator</b>	47614 1831	54243 2086	57820 2224	61394 2361	64971 2499	68550 2637
<b>Staff Subcontract Administrator</b>	51424 1978	58584 2253	62446 2402	66306 2550	70168 2699	74033 2847

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**COLLECTIVE AGREEMENT**

**BETWEEN**

*Spar Aerospace Limited,  
hereinafter referred to as the "Company",*

**AND**

*Spar Professional and Allied Technical Employees' Association,  
Metropolitan Toronto  
hereinafter referred to as the "Association".*

**EFFECTIVE**

*March 31, 1997 - December 31, 1999*

## 1.0 PURPOSE

The general purpose of this Agreement is to establish, maintain and enhance mutually satisfactory relations between the Company and the Professional and Allied Technical employees covered by this Collective Agreement, to establish and maintain satisfactory working conditions and fair and equitable terms and conditions of employment, to provide for career opportunities, to maintain effective collective bargaining relations and to provide for the prompt and fair disposition of grievances, as described in this Agreement.

## 2.0 RECOGNITION AND SCOPE

The Company recognizes that the Association is the sole and exclusive collective bargaining agent for all employees of the Company employed as professional engineers, engineers, engineers-in-training, scientists and allied technical employees in:

- (a) Metropolitan Toronto
- (b) at 9445 Airport Road, Brampton
- (c) on work parties outside these facilities
- (d) on long term assignment

save and except employees' reporting directly to Vice-presidents, Supervisors, Foremen, Managers, and Assistant Program Managers, and those above the rank of Supervisor, Foreman, Manager and Assistant Program Manager, persons covered **by** the collective agreements between Spar Aerospace Limited and C.A.W. Locals 673 and 112 and persons regularly employed for not more than twenty-four **(24)** hours per week and students employed during the school or university vacation or on work term assignment.

In view of the foregoing, the parties agree that all employees employed in the following classifications or occupations shall be excluded from the Bargaining Unit:

- Auditors
- Budget Administrators
- Budget and Forecasting Analysts
- Cashiers
- Confidential Payroll Clerks
- Confidential Systems and Procedures Analysts
- Contract Administrators
- Forecast and Performance Analysts
- Legal Advisors
- Management Trainees
- Human Resources Staff including Health Centre
- Pricing Analysts
- Public Relations
- Secretaries
- Security and Plant Protection Personnel

### **3.0 MANAGEMENT RIGHTS**

Subject only to the express provisions of this Agreement, the Association agrees that the Company has the exclusive right to manage its operation including the right to plan, organize and staff for its operations, and to direct and control the required resources, and to make such reasonable rules and regulations as it considers necessary for the orderly and efficient conduct of its business. The Association recognizes that it is a function of Management to hire, determine work assignments and methods, appraise performance, promote or transfer any employee, and to discipline, demote or terminate the employment of any employee for any justifiable reason, subject to the right of the employee to grieve.

### **4.0 NO STRIKE OR LOCKOUT**

During the term of this Agreement, there shall be no strikes, walkouts, lockouts, slowdowns, work stoppages or similar work interruptions.

### **5.0 SECURITY**

The Association recognizes that the Company is subject to Federal regulations in regard to security.

### **6.0 TRANSFER OF OPERATIONS**

Should the Company, during the life of this Agreement, transfer its operations, in whole or in part, from its existing Metropolitan Toronto locations, the Company will provide as much advance notice as possible of the intents and plans to transfer, but in no event less than thirty (30) days of these plans having become definite, to the Association President. In addition, every effort will be made to provide equivalent employment opportunities for employees involved in the transfer.

This Collective Agreement shall be extended to any new location within the boundaries of Metropolitan Toronto, if at any time the employees transferred form a majority of employees at the new location, and if there is no Collective Agreement at the new location covering such employees as are covered by Article 2.0 of this Agreement.

In the event the transfer is outside the boundaries of Metropolitan Toronto, the terms of this Agreement shall continue to be applicable to the transferred employees for a period of three (3) months, provided there is no Collective Agreement at the new location covering such employees as are covered by Article 2.0 of this Agreement. If there is a Collective Agreement at the new location covering such employees, the transferred employees shall be covered by the Collective Agreement at their new location.

### **7.0 INTRODUCTIONS**

New employees, employees returning to the Bargaining Unit, or employees transferring from another Group in the Company shall, within their first week of work, be introduced by their supervisor to the employee's Area Representative. Any ensuing conversation shall only be for a reasonable period of time without loss of pay. During the introduction, the Area Representative may provide relevant Association literature to the new employee.

## **8.0 ACCESS TO FILES**

An employee shall have the right to see, upon request, the contents of both the Company's Personnel file and the Company's medical file pertaining to the employee.

The employee, upon request, will be provided with one copy of any document in the files. Material related to disciplinary action will be removed from the employee's personnel file two years after the action.

## **9.0 COLLECTIVE AGREEMENT**

Each employee in the Bargaining Unit shall receive a copy of this Collective Agreement with the then current salary scales from the Company. A copy will also be included with offers of employment to prospective employees.

For the printing of this Agreement, the parties shall equally share the cost subject to mutual agreement on the total cost and quantity, and subject to a maximum of five hundred (500) dollars as the Association's share.

## **10.0 DUES DEDUCTIONS**

The parties agree to the following provisions covering eligible employees:

- (a) The Company will deduct from the bi-weekly salary of each employee the amount of Association dues.
- (b) From time to time, the Association President will advise the Company in writing of any change in the amount of Association dues.
- (c) The Company will remit such deducted dues to the Association Treasurer at the Treasurer's work station within ten (10) working days after the date of deduction.
- (d) The Company shall provide the Association Treasurer with a list which indicates each contributing employee's name, employee number, date of hire, department number and total amount of dues deducted for the current pay period. The names on the list shall be arranged alphabetically.
- (e) This Article shall not apply in the event and for the duration of any strike, walkout, lockout, slowdown, work stoppage or similar work interruption.

## **11.0 DISCRIMINATION, INTIMIDATION AND COERCION**

The Company and the Association agree that there shall be no discrimination, coercion or intimidation in the workplace including interference or restraint by or on behalf of the Company or by or on behalf of the Association with respect to an employee because of membership or non-membership in the Association, or participation or non-participation in lawful Association activities.



It is recognized by both parties that disciplinary action per Article 20.6 is not discrimination, intimidation or coercion.

The parties agree that there shall be no discrimination against or in favour of any employee because of race, creed, colour, sex, national origin, marital status or political affiliation.

## **12.0 SAFETY**

The Company agrees to maintain adequate sanitary, safety and health conditions throughout its buildings and will provide protective clothing and safety equipment where necessary. **No** employee will be disciplined for refusal to **use** any equipment which is not in safe operating order.

The employees have a responsibility to carry out their work in a manner which is safe to themselves and fellow employees, consistent with the Ontario Occupational Health and Safety Act.

The Company agrees to continue its present practice of having the Company doctor refer employees with a personal problem that is impacting their work to an appropriate agency on a voluntary basis.

## **13.0 EYE PROTECTION**

All employees must wear Company-approved eye protection in areas as designated by the Company.

If employees should require prescription safety lenses to comply with the above, the Company will contribute twenty (20) dollars to the cost of the lenses, to be obtained from a safety optical company of the employee's choice.

Should the prescription safety lenses become worn or be accidentally broken during normal duties in the plant, the Company will bear the cost of repair or replacement.

The Company will contribute twenty (20) dollars to the cost of replacement of prescription safety lenses owing to vision deterioration.

If an employee should require prescription safety glasses with protective side shields in order to carry out his/her normal duties in the workplace, the Company will reimburse the cost of such prescription safety glasses every two years **as** follows:

- (a) approved safety frames to a maximum of forty dollars (\$40.00)
- (b) shatter proof lenses to a maximum of one hundred dollars (\$100.00).

Lenses and frames must be obtained from a safety optical company. **Receipts** will be required for all purchases.

It shall be the responsibility of the employee to take care of the employee's safety glasses.

#### **14.0 HANDICAPPED EMPLOYEES**

Should an employee become incapable of performing regular duties due to injury, disease or illness, the Company will continue its practice of attempting to place the employee in other suitable work the employee can perform where an opening exists.

The Company will allow handicapped employees the opportunity of modified working hours where justified, to be determined by the Director, Human Resources or the Director's designee.

Notwithstanding anything else contained in this Agreement, where the handicapped employee is certified by a Company doctor to be unable to work full time for an extended period, the Company may elect to pay such employee for the actual time worked, at the employee's basic hourly rate.

#### **15.0 MANAGERIAL LIST**

The Company will supply the President of the Association with a list of Supervisors, Managers and Directors and any other employees who have supervisory authority over members of the Association together with the name and title of their immediate supervisor.

The list will be supplied during the first regular work week of March, June, September and December.

The Company will supply the President of the Association with the Spar Space Systems, Brampton line and program organization charts down to the employee level at the time they are issued.

#### **16.0 BARGAINING UNIT LIST**

The Company shall provide the President of the Association, or designee, a list of all employees covered by this Agreement within the first regular work week of April, August and December. These lists will indicate name, classification, service date and department number of each employee and will identify term employees and those on Long Term Disability.

The Company will provide copies of the Company forms covering the employment, movement or release of persons covered by this Agreement specifying name, classification, service date, department number and release or transfer date where appropriate.

#### **17.0 ASSOCIATION LITERATURE**

The Company will provide space on Bulletin Boards at agreed locations throughout the premises for the convenience of the Association in posting information related to the Association and its activities. All such notices must be signed by the President or Secretary of the Association or their designee and submitted to the Director, Human Resources or the Director's authorized representative for expeditious approval before being posted. The approval will not be unreasonably withheld.

In the event that the Company refuses to post an Association notice, the Company will advise

the Association of the reasons for the refusal. If requested, the Company will discuss these reasons with the Association in an effort to reach agreement to post. If, after discussion, approval to post is still withheld, the Company will provide its reasons to the Association in writing.

The Association will indicate post and remove dates on the notice which will not exceed a maximum of ten (10) working days without the agreement of the Director, Human Resources or authorized representative.

The Association may distribute Association literature at the outside exits of the premises at quitting time.

Provision is made for the installation of a distribution box, size and type to be approved by the Company, at the outside exits of the premises. The Association shall ensure that information is removed from these boxes at least every five (5) days.

The Association shall have access to the Company electronic mail system to give notice of Association meetings. All such notices must be submitted by the President of the Association or designee to the Director, Human Resources or the Director's authorized representative for approval before being posted on the electronic mail system.

## **18.0 ASSOCIATION REPRESENTATION**

### **18.1 General Purpose Committee**

The Company and the Association recognize that matters other than those subject to the Grievance Procedure or under the aegis of the Bargaining Committee will arise.

The Company acknowledges the right of the Association to select from its membership a General Purpose Committee of three (3) members, one (1) of whom shall be designated as the Chairman. In the event that the Chairman or a member of the General Purpose Committee is unavailable, another employee may be selected from the Association membership as an alternate.

The General Purpose Committee shall be involved in discussion of matters of interest to employees covered by this Agreement.

### **18.2 Bargaining Committee**

The Company acknowledges the right of the Association to select from its membership a Bargaining Committee of five (5) members, one of whom shall be designated as the Chairman. In the event that the Chairman or a member of the Bargaining Committee is unavailable, another employee may be selected from the Association membership as an **alternate**. The Company may allow the attendance of another member of the Association at a meeting of the Bargaining Committee with the Company where the Association member can contribute to the discussion of a specific item because of particular knowledge or skill in that area.

The Company shall recognize and bargain with the Bargaining Committee on any matter requiring negotiation and agreement of the parties, including negotiations for the renewal of the Collective Agreement. This shall not include activities which are the responsibility of the Grievance Committee and the General Purpose Committee.

The Association may have consultants who are not employees of the Company attend meetings of the Bargaining Committee with the Company, provided that the Company is advised of such attendance in sufficient time to arrange suitable venue.

### **18.3 Grievance Committee**

The Company will recognize a Grievance Committee composed of the Chairman who shall be selected from the Association Executive, the Area Representatives, and one ~~(1)~~ member selected from the Association membership.

The sole function of the Grievance Committee is to participate at Step 2 of the Grievance Procedure as described in the Grievance Procedure and participation in arbitration, as required.

In the event the Chairman is unavailable for a Grievance Committee function, the Chairman may be replaced by an alternate selected by the Association from the Association Executive.

### **18.4 Staff Development Committee**

The Company acknowledges the right of the Association to select from its membership a Staff Development Committee of three (3) members, one of whom shall be designated as the Chairman. The functions of the Committee are to meet with the Company to discuss and advise on the administration of Article 23 hereof and on training programs.

### **18.5 Area Representatives**

The Company acknowledges the right of the Association to select Area Representatives from its membership.

The Association has the right to select at least one (1) Area Representative in each location covered in Article 2.0 - Scope and Recognition. The Association may appoint one **(1)** Area Representative for every fifty (50) employees or portion thereof in any location. The Association and the Company may jointly agree to adjust the number of Area Representatives based on geographic and/or work-related factors.

The Association may appoint an alternate to act in the event of absence of an Area Representative.

The Area Representatives or their alternates shall be members of the Grievance Committee. The Area Representatives or their alternates shall assist in complaint discussions as required and process grievances as described in the Grievance Procedure.

## **18.6 Safety Representative**

The Company will recognize an employee at each of its Metropolitan Toronto facilities and at the facility at 9445 Airport Road, Brampton as a Safety representative who may attend the meetings of the Joint Health and Safety Committee and may discuss problems which may affect the safety of employees, with either the supervisor concerned, or the appropriate Safety Officer.

## **18.7 Company-Association Meetings**

The Company shall meet with the Bargaining Committee, the General Purpose Committee or the Staff Development Committee as appropriate when there is business which requires their joint consideration.

Necessity for meeting will be indicated by a letter from either party to the other party containing an agenda of the subjects for discussion. Where possible, the parties shall meet within ten (10) working days of receipt of the letter by the other party.

The parties agree that where necessary, a disposition will be given within fifteen (15) working days following the meeting. Such time limits may be extended by mutual agreement.

## **18.8 Notification to Company**

The Association will verbally inform the Company of the names of the members of the Bargaining Committee, the Grievance Committee, the General Purpose Committee, the Staff Development Committee, the Safety Representatives, the Area Representatives, and their alternate within one (1) working day of their selection, and will indicate who is to be recognized as the Chairman of each committee. The Company will recognize members of these committees upon verbal advice to the Director, Human Resources or the Director's designee provided written notice is received within ten (10) working days.

## **19.0 ASSOCIATION BUSINESS**

**19.1** Area Representatives and members of the Grievance Committee shall be compensated for time spent during working hours in order to attend to the processing of grievances. They will use only such time as is necessary during working hours for this purpose.

Before leaving regular duties on behalf of the Company to investigate or process a grievance or to attend a Grievance Committee meeting, permission of the immediate supervisor must be obtained, wherever practicable, with an indication of the length of time anticipated to transact the Association business. Such permission will not be unreasonably withheld. Such time must be booked on time cards as Association business.

**19.2** The members of the General Purpose Committee, the Staff Development Committee and the Bargaining Committee, shall be compensated for the time spent on meetings with the Company during regular working hours.

Time off from work for negotiations meetings for renewal of the Collective Agreement shall be granted commencing at 12:00 noon. The Bargaining Committee shall only be compensated for time spent on such meetings held prior to the expiration date of the Collective Agreement, during regular working hours or within thirty (30) days thereafter provided there has not been a strike or lockout during those thirty (30) days.

**19.3** Leave of Absence without pay may be granted, provided the employee can be released from the employee's assignment, to employees designated by the Association for other Association related activities. Permission for such leave shall not be unreasonably withheld.

**19.4** No one shall conduct Association activities on Company premises during working hours except as permitted in this Agreement.

## **20.0 GRIEVANCE PROCEDURE**

All grievances arising between the parties shall be dealt with as speedily and effectively as possible. Grievances shall define the circumstances in which the alleged violation occurred. Necessary information pertinent to the resolution of grievances shall be supplied and discussed and a positive effort made at settlement by the parties at all stages of the Grievance Procedure.

The parties will not be under any obligation whatsoever to consider or process any grievance which arose out of any action or conditions exceeding a reasonable period of time after the date the subject of such a grievance became known or should have become known to the grievor. In no event will the above period of time exceed fifteen (15) working days, nor the Company's financial liability exceed fifteen (15) working days prior to the date the matter was first drawn to the attention of the Company.

The Company will produce such pertinent production, payroll, attendance records, disciplinary notices and each party shall supply information pertaining to the employee(s) involved as may be necessary to the settlement of a grievance at each stage of the Grievance Procedure. During the Grievance Procedure, the parties shall have reasonable access to the office facilities to view the disputed operations or confer with necessary persons.

At any stage of the Grievance Procedure, including arbitration, the time limits specified may be extended by mutual agreement. Such agreement shall not be unreasonably withheld.

Any grievance submitted by the first party that is not processed by the second party within the time limits provided herein shall be considered settled according to the remedy requested in the grievance. Such grievance, if not processed by the first party within the time limits provided herein shall be conceded to the second party. A grievance settled under this provision will be without precedent or prejudice to any similar grievance.

## **20.1** Definitions

### **(a)** Grievance

A complaint concerning the interpretation, application, administration or alleged violation of the provisions of this agreement; or

a complaint that a disciplinary action other than discharge is without just cause; or

a complaint that the discharge of an employee who has completed his probationary period is without just cause.

### **(b)** Employee Grievance

A grievance concerning one (1) employee only, or a grievance concerning more than one (1) employee with the same complaint and under the jurisdiction of the same supervisor.

In the latter case, each employee does not have to submit an individual grievance. However, each grieving employee is required to sign the grievance.

### **(c)** Group Grievance

A grievance concerning more than one employee with the same complaint and under the jurisdiction of different supervisors.

In this case, each employee must sign the grievance.

Should more than one employee under the jurisdiction of the same supervisor have the same complaint, this will be considered an employee grievance.

### **(d)** Discharge Grievance

A grievance which claims that an employee who has completed the probationary period has been unjustly discharged. Notwithstanding anything else contained in this Agreement, such grievance shall be filed at Step 2 of the Grievance Procedure within ten (10) working days following the claimed violation. Failing resolution, arbitration may then be invoked.

### **(e)** Policy Grievance

A grievance which could not otherwise be resolved at lower steps of the Grievance Procedure because of the nature or scope of the subject matter of the grievance.

## **20.2** Complaint Stage

An employee(s) having a complaint, whether or not within the jurisdiction of the immediate supervisor, shall first discuss the complaint with that supervisor. It shall be mandatory that the parties concerned fully discuss the complaint. The employee may have the employee's Area

Representative or an alternate Area Representative in attendance if the employee so desires.

The supervisor shall reply to the employee no later than the fifth (5th) working day following the day on which the complaint was discussed.

### **20.3 Step 1**

If the decision of the supervisor at the complaint stage is not satisfactory to the employee, the grievance shall be reduced to writing on the prescribed form and presented to the employee's Area Representative or an alternate Area Representative. The Area Representative or alternate Area Representative will present same to the employee's supervisor within five (5) working days of the supervisor's response to the complaint stage.

A meeting of the supervisor, the employee and the Area Representative or an alternate Area Representative shall be convened within five (5) working days of the presentation of the written grievance.

The grievance shall be fully discussed and an answer given in writing to the Area Representative, an alternate Area Representative or the employee by the supervisor within five (5) working days from the date of the meeting.

### **20.4 Step 2**

If the decision of the supervisor is not satisfactory to the employee, the grievance shall be submitted by the employee in writing to the Area Representative or an alternate Area Representative who shall submit it to the Director, Human Resources or the Director's designee within five (5) working days following receipt of the written decision of the Supervisor at Step 1. An employee on a work assignment at the time the written decision is given shall have seven (7) working days to accomplish the above purpose. The written grievance shall be on a prescribed form and must contain the nature of the complaint, the relief sought and all pertinent facts. The Company reserves the right to return any grievance to the employee that does not contain complete information on the aggrieved situation.

The grievance shall be fully discussed at a meeting to be held within ten (10) working days after receipt of the grievance from the Area Representative or an alternate Area Representative. At the meeting will be the Director, Human Resources or the Director's designee, the employee or a representative of the employees in case of a Group or Policy Grievance, and three (3) members of the Grievance Committee, one (1) of whom shall be the Chairman and one (1) of whom shall be the Area Representative or an alternate Area Representative of the employee(s).

If the grievance cannot be resolved in discussion, the Company will provide the Chairman of the Grievance Committee with its written decision within five (5) working days of the Step 2 meeting.



## **20.5 Step Elimination**

It is agreed that certain types of grievances cannot be resolved at either the complaint stage or at Step 1. These types of grievances include:

- (a) Policy Grievance
- (b) Group Grievance
- (c) Discharge Grievance
- (d) Any other grievance that is mutually agreed upon

The above grievances may, therefore, be filed at Step 2 of the Grievance Procedure.

## **20.6 Disciplinary Action or Discharge**

Wherever practicable, a discussion of the issue will occur between the supervisor and the employee prior to disciplinary action being taken.

At any meeting between the Company and an employee involving disciplinary action or discharge, the Area Representative or an alternate Area Representative shall be present unless the employee requests otherwise. The Area Representative or alternate Area Representative will have the right to advise but not to obstruct the proceedings. If requested, time will be made available following the meeting for the employee to consult the Area Representative or alternate Area Representative.

In any case of discharge, the employee shall be advised of the reason(s).

## **21.0 ARBITRATION**

**21.1** If arbitration is to be invoked, the request for arbitration must be made in writing within five (5) working days after delivery of the decision following Step 2 of the Grievance Procedure. The party seeking arbitration shall contact the arbitrators identified in Article 21.7 for a list of available dates to hear the grievance. This list of dates along with the name of the corresponding arbitrator shall be supplied to the other party, and the arbitrator available on the earliest acceptable date for both parties shall hear the grievance. Where practical, the selection of date and arbitrator shall be made within fifteen (15) working days of the list being received by the second party.

**21.2** No matter may be submitted to arbitration which has not been considered under Step 2 of the Grievance Procedure and the grievance form and decisions written thereon or attached thereto shall be presented to the arbitrator and the arbitrator's decision shall be confined to deciding the issues therein set out.

**21.3** During arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary documents or witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the relevant Company facilities to view the disputed operations or confer with the necessary witnesses.

**21.4** When the parties desire or the grievance is of such a nature that due to the accessibility

of the operations and witnesses the arbitration hearings should be held on the premises of the Company, the parties may mutually agree to do so.

**21.5** The following employees shall be paid at their basic hourly rate for the time they are required to spend during regular working hours travelling to and from and in attendance at arbitration hearings:

- (i) the Chairman of the Grievance Committee or delegate;
- (ii) up to two (2) other members of the Grievance Committee;
- (iii) the grievor; and
- (iv) witness(es) during testimony only.

**21.6** Grievances submitted to arbitration shall have the following priority at arbitration:

- (1) Discharge
- (2) Policy
- (3) Discipline
- (4)** Leave of Absence
- (5) Others

**21.7** It is agreed that disputes which are carried to the arbitration stage shall be heard before a single arbitrator. The Company and Association, having expressed confidence in the ability of the undermentioned persons, agree that they shall be called to arbitrate on the basis of their earliest availability.

- (a) H.D. Brown
- (b) M. Picher
- (c) T. Jolliffe
- (d) M. Mitchnick
- (e) G. Simmons
- (9)** O. Shime
- (g) any other arbitrator mutually agreed

**21.8** The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. The arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty to one which in the opinion of the arbitrator is just and equitable.

**21.9** The parties agree that the decisions of the arbitrator shall be final and binding on both parties and affected employees.

**21.10** The arbitrator's expenses shall be borne in equal shares by the Company and the Association.

**21.11** Where a grievance has been properly referred to arbitration under Section 49 of the Labour Relations Act, the parties agree to confer with a Grievance Settlement Officer appointed by the Minister of Labour to endeavour to reach a settlement of the matter prior to a hearing.

## **22.0 CAREER PLANNING**

**22.1** During the performance appraisal process outlined in Article 41.1 hereof, managers will discuss and record each employee's:

- (a) immediate and long term career goals; and,
- (b) potential work assignments and training opportunities for the following year that will assist the employee to achieve the identified goals.

**22.2** The manager will also:

- (a) describe, discuss and record the manager's view of potential career paths for the employee; and
- (b) review and record the employee's progress towards the goals identified in the preceding year, particularly with respect to developmental work assignments and/or training programs in that period.

**22.3** As appropriate, the manager may discuss the employee's career plans at times other than during the performance appraisal.

**22.4** Periodically, the company will provide information on plans likely to affect employee's career planning.

**22.5** It is understood and agreed that where the interpretation, application or administration of this Article is the subject of a grievance that such grievance shall not be submitted to arbitration.

## **23.0 STAFF DEVELOPMENT**

**23.1** The objective of staff development is to provide opportunity for and promote the development of the employee's technical, administrative and leadership skills.

The parties agree that with the introduction of new technologies, it is important that new skills and required training be anticipated. Each employee and the Company have a common interest in keeping the employee's capabilities up to date with current developments.

The Company shall, wherever practicable, take the opportunity to provide guidance to the employee to increase the employee's knowledge and skill in order to meet the requirements of changing technology, as it applies to the Company's business.

Employees shall, whenever practicable, take the opportunity to apply themselves to increase their knowledge and skill, so they will keep current in their field of endeavour, or may become qualified for working at a different technology, or become qualified for promotion.

Where an employee, with the prior approval of the Company, registers in a course or seminar which the employee attends while on vacation or an approved unpaid leave of absence, the Company will re-imburse the employee for the registration fee and the cost of course materials.

**23.2** The Company will continue its present practice for Continuing Education, subject to the following conditions for reimbursement:

- (a) The course must be approved in advance of registration.
- (b) The maximum annual reimbursement per employee per year will be as follows:

<u>1997</u>	<u>1998</u>	<u>1999</u>
\$1800	\$1900	\$2000

- (c) Refund of tuition fees will be:
  - i) One hundred percent (100%) for a pass
  - ii) No refund for fail or withdrawal.
- (d) Self study course materials will be eligible for reimbursement under Continuing Education. The maximum reimbursement for such materials will be limited to five hundred dollars (\$500.00) per year and is subject to the maximum set out in paragraph (b) above. The request for reimbursement must be approved in advance of purchase.

**23.3** The Company and the Association recognize the desirability of maintaining the technical expertise of the Company's staff. To this end, participation in staff development programs related to the Company's business is to take place on the following basis:

- (a) A minimum number of work days to attend staff development activities based on the average number of employees in the bargaining unit in a year will be calculated by multiplying the average number of employees in the bargaining unit by two (2) days.
- (b) Approximately one third (1/3rd) of these days are to be utilized for conferences and seminars away from the Company premises. Attendance for the purpose of marketing activities is not to be included.

In attending these conferences and seminars, the Company shall bear the cost of expenses such as travel and living and registration, and pay the employee at basic salary for regular work days only.

- (c) Approximately two thirds (2/3rds) of these days are to be applied to in-house technical courses which are conducted on the basis that fifty percent (50%) of the time on the course is spent during normal working hours and the other fifty percent (50%) is spent during the employee's own time.
- (d) Participation in these activities will be distributed as equitably as possible.
- (e) The Staff Development Committee shall meet as required to advise and assist Management in the recommendation of the selection of the most appropriate activities and candidates to attend courses.
- (9) The Company shall maintain updated records of the following concerning employees covered by this Agreement:
  - i) Participation in Continuing Education as per 23.2:  
Name of employee, course taken, date, amount of reimbursement and total cost per employee per calendar year.
  - ii) Attendance at conferences and seminars away from Company premises:  
Name of employee, place, purpose, date, duration and cost.
  - iii) Attendance at in-house courses:  
Names of employees, place, description, date and duration.

The Staff Development Committee shall have the right to review such records in a joint meeting with the Company.

**23.4** The Company and the Association recognize the importance of licensing professionals. To this end, where it determines such license will be of value to it, the Company will reimburse the cost of registration and examination in connection with obtaining a professional license, to a maximum of five hundred dollars (\$500.00) per employee per lifetime. A request for reimbursement must be approved in advance of registration. This reimbursement excludes any annual professional association membership fee. Such reimbursement will be made to a maximum of twenty (20) employees in calendar year 1997.

## **24.0 POSITION COMPETITIONS**

Wherever practicable, the Company shall advise all employees by way of posted notices of openings for positions within the Bargaining Unit. In cases where the position **is** not posted, the Company shall advise the Association of the reasons for not posting. The notice will be posted for a period of five (5) working days and no decision **to fill** the position will be made for that period. The Company may, in its sole **discretion**, consider applications received after the posting has been removed from the Company notice boards but shall not be obliged to do so. If a posting is

cancelled, a notice to this effect shall be posted and a copy provided to the President of the Association or designee at the time of posting.

A statement of qualifications, abilities and experience required to perform the duties will form part of each posted notice, and the appointee shall be selected on the basis of these criteria and such other factors as are relevant to the open position. A copy of each such notice shall be provided to the President of the Association or designee, at the time of posting.

Applications for posted openings must be submitted to the Human Resources Department concerned, and must state the qualifications and experience of the applicants to perform the required duties. An application by any employee who has served the probationary period will be considered, provided that the applicant's present position did not result from acceptance on another posting dated within the thirteen (13) calendar week period immediately preceding the date of the posting on which the present application is made. The Company will provide the Association with a list of eligible applicants, as defined above, for each posted position.

An applicant from the Bargaining Unit shall be selected, if qualified. Bargaining Unit members who are unsuccessful applicants shall normally be so advised within five (5) working days of the final selection decision, and the reason(s) thereof. Applicants not receiving a formal interview will be advised of the reasons by the responsible manager prior to the selection being made. Names of applicants accepted for posted positions shall be posted.

The Company will endeavour to transfer an employee accepted on a posting to the new position within three (3) months from the date of acceptance on the posting.

Where the transfer occurs beyond the three (3) month period, the employee will be advised of the reasons for the delay. Wherever practicable, in such a circumstance the employee will be transferred but continue to work in his/her previous position on a part-time basis.

If no applicant from the Bargaining Unit is suitable, then the Company may take such other steps as may be necessary to fill the vacancy. Where an external search is conducted, late applicants on the original posting shall be considered on an equal basis with external applicants.

The Company shall maintain up to date information on open positions within the Bargaining Unit, and shall permit any employee to review this information in the Human Resources Department concerned.

## **25.0 POSITIONS OUTSIDE BARGAINING UNIT**

**25.1** No employee covered by this Agreement will be transferred to a position outside the Bargaining Unit without the employee's consent.

**25.2** The Company shall endeavour to avoid the assignment of work within Bargaining Unit classifications to contract personnel, but **shall** not be restricted from making such arrangements where it finds that its recruiting efforts (including internal **postings**) fail to obtain the personnel required, in any classification, as regular employees of the Company, or where it appears from current labour forecasts that the **position(s)** to be filled will have a duration of less than one (1) year.

## **26.0 PROBATIONARY EMPLOYEE**

A probationary employee is an employee who has worked under the provisions of this Agreement for a period of less than three (3) calendar months. A former employee re-hired within a period of ~~six~~ (6) months shall not be considered a probationary employee. Probationary employees who are absent for more than five (5) working days during the probationary period shall have such absence in excess of the five (5) working days added to the three (3) calendar months for the purpose of determining their probationary period. Days off for plant holidays and vacation will not be considered as days absent.

The discharge of a probationary employee is at the sole discretion of the Company and no grievance shall be lodged. A probationary employee may grieve on **all** other matters covered by this Agreement.

## **27.0 CLASSIFICATIONS AND SALARIES**

**27.1** Each employee shall be classified in one of the classifications identified in Article 42.0, or such other classifications as may be included in the Bargaining Unit under Article 28.0.

The Company will supply to the President of the Association, or the President's designee *two* (2) copies of current classification descriptions for each classification in the Bargaining Unit.

**27.2** The salary scale applicable to each classification and the salary administration procedure shall be in accordance with Article 42.0.

**27.3** Each year, by August 15, the Company shall provide to the President of the Association, the following information without names for each individual member of the Bargaining Unit, as at the date supplied:

- a) Date of hire;
- b) Year of graduation;
- c) Classification;
- d) Date of latest promotion;
- e) Salary;
- f) Actual maturity increases since July 1 of the previous year;
- g) Performance ratings since July 1 of the previous year;
- h) Actual performance increases, taking into account the effects of salary control point constraints.

## **28.0 NEW CLASSIFICATIONS**

Should the Company introduce a new classification or position which would be of such a technical content as to be included in the scope of the Bargaining Unit, the Company will discuss with the Association the reason for the introduction and work to be performed in the new classification or position and shall provide the Association President with the name of the classification and the salary scale related to same, prior to filling the position.

If a dispute arises between the Association and the Company relative to the exclusion of a new classification from the Bargaining Unit, all such disputes, if not resolved in discussion between the parties shall be the subject of the Grievance Procedure unless mutually agreed by the parties.

Agreement to take the dispute to the Ontario Labour Relations Board shall not be unreasonably withheld by either party. Should the grievance proceed to arbitration, the arbitrator shall make a decision based on the comparison of the new classification with classifications within the scope of the Bargaining Unit.

The above shall be the general practice.' However, during the term of this Collective Agreement, the parties agree that any such disputes may be taken to the Ontario Labour Relations Board without the need for mutual agreement.

## **29.0 SERVICE DATE AND CONTINUOUS SERVICE**

**29.1** An employee's service date is the employee's date of hire by the Company (or date of last hire in case of a re-hired employee, see Clause 29.4) ~~adjusted~~ by any period of approved Leave of Absence, since date of hire, as stipulated in Clause 29.3.

**29.2** Continuous Service shall mean the total period of time since the employee's service date.

For certain employees, who were on the Company's payroll on or before March 27, 1980, certain periods of service with predecessor or other Companies have been included in the employee's Continuous Service, as described in the Company-published list dated April 8, 1980, by agreement between the Company and the individual employees to whom this was applicable.

**29.3** An employee who is on approved Leave of Absence, and subsequently returns to active employment with the Company, shall be credited with the Continuous Service which the employee had prior to the commencement of such leave, plus up to twelve (12) months of the approved Leave of Absence.

**29.4** An employee is considered to be re-hired if the employee's previous employment was terminated by the Company or the employee.

## **30.0 SECURITY OF EMPLOYMENT**

**30.1** (a) Despite any other provision of this Collective Agreement, where there is a forecast lack of work within six months, the Company shall have the unfettered right to lay off one or more than one employee as it sees fit, subject only to sub-paragraph (e).



- (b) The Company's right to lay off, as defined in sub-paragraph (a), shall, without limitation, include any decision concerning a lay-off, including whether to lay off employees, the number of employees to be laid off, the timing of such lay-offs, the location of such lay-offs and the individuals selected for lay-off.
- (c) For clarity, and without restricting the rights of management under this Article 30.1, it is understood that the Company need not consider seniority or continuous service in selecting individuals for lay-off.
- (d) For clarity, it is understood that an employee selected for lay-off from the Company shall not have the right to displace another employee.
- (e) Decisions relating to lay-off shall not be contrary to the Ontario Human Rights Code nor shall such decisions contravene Article 11 of this Collective Agreement.
- (f) In any arbitration challenging a Company decision to lay off, or any aspect relating thereto, the inquiry shall be restricted to a determination of whether there is a forecast lack of work under subparagraph (a) or whether there is a contravention of Article 11 or the Ontario Human Rights Code under subparagraph (e) above. The burden of proof shall be on the Association to prove a violation on a strong balance of probabilities.

### **30.2 Lay-off Notice and Severance Pay (Lay-off Allowance)**

An employee who is to be laid off shall receive written notice of the proposed date of lay-off or pay in lieu of notice and severance pay based on the employee's completed years of continuous service in accordance with the following table.

Severance pay and pay in lieu of notice amounts will be calculated by multiplying the number of weeks as determined from this table by the employee's regular, non overtime, weekly wage.

Employees will receive credit for completed months of continuous service beyond the last completed year of service on the following basis:

- determine the difference in the number of weeks' severance pay between the employee's completed years of service and the number of weeks' severance pay at the next higher completed years of service;
- multiply the number of weeks determined above by the completed months of service divided by twelve;
- add the result to the amount from the table for the employee's completed years of service to determine the total severance payable.

Example: Employee's service - 5 years, 7 months, 1 week

Severance Pay at 5 years = 15 weeks

Severance Pay at 6 years = 18 weeks

Total Severance Pay = 15 weeks  
+ 1.75 weeks (3 weeks x 7/12)  

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16.75 weeks' pay

Should alternative employment within the Company become available and no interruption of work occur, no payments or allowances will be paid in excess of salary for hours worked.

Should alternate employment become available after the lay-off notice has been given to the employee, but before the effective date of lay-off, the employee shall have the option of not accepting the alternative employment with no **loss** of severance pay (lay-off allowance).

Completed Years of Continuous Service	Period of Notice or Pay in Lieu of Notice (Weeks)	Severance Pay (Weeks)
<1	1	7
1	2	6
2	2	6
3	3	9
4	4	12
5	5	15
6	6	18
7	7	21
8	8	24
9	8	28
10	8	32
11	8	36
12	8	40
13	8	41
14	8	41
15	8	42
16	8	42
17	8	43
18	8	43
19	8	44
20	8	44
21	8	45
22	8	45
23	8	46
24	8	46
25	8	47
26+	8	47

- 30.3** a) A laid off employee shall be deemed conclusively terminated for the purposes of this Collective Agreement and the Ontario Employment Standards Act.
- b) Despite any other provision of this Collective Agreement, upon lay-off an employee shall immediately forfeit all seniority rights or rights of continuous service.
- c) Once an employee is laid off, he or she shall unconditionally be deemed to have abandoned any rights to be recalled, and no employee shall have the right to be recalled.

### **31.0 HOURS OF WORK**

#### **31.1 Regular Work Week, Regular Work Day**

The regular work week shall be forty (40) hours, consisting of five (5) consecutive regular work days of eight (8) hours each.

Starting and stopping times on each regular work day shall be 8:00 a.m. and 4:30 p.m., respectively. This schedule may be referred to as Day Shift.

In order to meet specific Company business requirements, the work week may start on any day of the calendar week as mutually agreed between the parties. The Association will not unreasonably withhold agreement. A normal work week commences on Monday.

#### **31.2 Irregular Hours**

In the event that the beginning of a work day on the Day, Evening or Night Shift has to be advanced by more than two (2) hours from an employee's scheduled hours, the hours worked outside of the scheduled hours shall be called irregular hours.

#### **31.3 Shift Work**

A shift schedule shall be five (5) consecutive work days of eight (8) hours each, commencing after 1:00 p.m. or before 6:30 a.m.

Shifts commencing on or after 1:00 p.m. but before 8:00 p.m. shall be referred to as an Evening Shift.

Shifts commencing on or after 8:00 p.m. but before 6:30 a.m. shall be referred to as Night Shift.

### **31.4 Vacations and Shift Work**

Unless mutually agreed otherwise between the employee and his supervisor, the vacation period of an employee regularly scheduled on shiftwork will commence not later than 2400 hours on the Friday preceding the vacation period if the first day of the vacation is a Monday. The employee will be scheduled to return to work not earlier than 0001 hours on the Monday following the vacation where the last day of the vacation is a Friday. The preceding will apply only to vacation periods of five (5) or more consecutive days.

### **31.5 Change in Working Hours**

Upon giving a minimum of one (1) week's notice, where practicable, to the Association and the individuals concerned, the Company may change the starting and stopping times of shift or regular work week by up to one (1) hour. This pertains to both a general change or a change for individuals or groups of individuals.

Any change in starting or stopping times not covered by the above will be made by mutual consent of the Company and the Association. Such consent shall not be unreasonably withheld.

### **31.6 Rest Between Work Periods**

No employee's work period shall commence prior to an eight (8) hour lapse from the end of the previous work period except in cases of emergency or with the employee's consent.

### **31.7 No Guarantee of Work**

The Company does not guarantee to provide work to any employee for the regularly assigned hours or for any other hours.

### **31.8 Flexible Working Hours (Flextime)**

Employees may participate voluntarily in the flexible working hours program with the agreement of their immediate supervisor, which agreement shall not be unreasonably withheld, subject to the following terms and conditions:

- (a) flextime is defined as time worked by the employee outside the core hours on a regular work day at the employee's option;
- (b) overtime is defined as time required and pre-authorized by the employee's supervisor in excess of eight (8) hours in a day or forty (40) hours in a week;
- (c) each participating employee is required:
  - i) to record the employee's starting and stopping times daily as required;
  - ii) to be at work for the core hours of 9:00 a.m. to 3:00 p.m.;

- iii) to be at work at such other times as are required by the employee's supervisor for specific business reasons;
  - iv) to obtain his/her supervisor's approval in advance for any time off during core hours;
  - v) to obtain his/her supervisor's approval for all paid time worked in excess of forty (40) hours per week;
  - vi) to notify his/her supervisor or designee **of** time *off* outside the core hours.
- (d) the employee may bank up to a maximum **of** eighty (80) hours total in the bank;
  - (e) the flextime bank of an employee shall not be negative at the end of any one week period;
  - (f) authorized travel time shall be banked in the flextime bank as provided in Article 35.2;
  - (g) paid leaves of absence will be counted as hours worked for the purposes of the application of flextime on the basis **of** eight (8) hours per regular work day;
  - (h) should an employee who is participating in a flextime program terminate his employment at any time, the employee will be paid at his then current rate of pay for any positive balance in his flextime account on the day of his termination; and,
  - (i) the employee shall ensure **(s)he** does not exceed the maximum number of hours listed in (d) above. Time charged to the flextime bank in excess of the maximum will not be compensated either by time off work or payment.
  - (j) should an employee persistently fail to follow the conditions set out in section (c) i) through vi) hereof, the employee's participation in the plan may be cancelled at the sole discretion of the Company.

### **32.0 LUNCH PERIOD**

The lunch period shall be one-half (1/2) hour and may be staggered.

### **33.0 OVERTIME COMPENSATION**

Authorized time worked in excess of eight (8) hours in any one day or in excess **of** forty (40) hours in a week shall be considered overtime.

All authorized overtime worked up to a total of ~~two~~ and one half (2 1/2) hours per week shall be paid at the employee's basic hourly rate. **Work** performed in excess of these two and one half (2 1/2) hours will be paid at ~~one~~ hundred and ~~fifty~~ percent (150%) of the **employee's** basic hourly rate.

Authorized overtime on the sixth (6th) day of the week **will** be paid at one hundred and fifty percent (150%) **of** the employee's **basic** hourly rate.

Authorized overtime on the seventh (7th) day of the week will be paid at two hundred percent (200%) of the basic hourly rate.

Should an employee be required to work on a recognized holiday, the employee will be paid at the rate of two hundred percent (200%) for all authorized hours worked on the holiday and, in addition, be paid (1) regular day's pay for the holiday or, with the agreement of his supervisor, have a lieu day *off* with pay added to his next vacation period.

All authorized work performed during irregular hours will be paid at one hundred and fifty percent (150%) of the basic hourly rate.

An employee's basic hourly rate shall be determined by dividing the basic annual salary exclusive of any pay supplements by two thousand and eighty (2080) hours.

Wherever practicable, authorized overtime hours shall be worked at the employee's convenience. The final decision on when overtime is worked will be based on Company needs. Overtime shall not be compulsory. However, the employee's consent shall not be unreasonably withheld.

### **33.1 Overtime in Lieu Banking**

To a maximum of forty (40) hours in a calendar year, employees have the option of taking time off with pay at their regular hourly rate in lieu of being paid for authorized overtime worked. The amount of such time off will be determined on the basis of one (1) hour off for each hour of authorized overtime worked up to two and one half (2 1/2) hours per week and one and one half (1 1/2) hours off for each hour worked beyond that in a week.

An exception to the foregoing will be made in the case of an employee who works in excess of two hundred (200) hours overtime in a period of six (6) consecutive months. In this case, the employee will be entitled to exchange up to a maximum of forty (40) hours overtime in this six (6) month period and up to forty (40) hours for the balance of the calendar year.

The employee is required to advise the authorizing superior of the desire to exercise this option prior to working the overtime.

Such time off shall be taken in the calendar year in which it is accumulated as mutually agreed to by the employee and the employee's superior, taking into account the operating needs of the Company.

If it is not possible to schedule such time off by the end of the calendar year due to operating needs of the Company, the employee shall be paid for the accumulated overtime at the premium rate in effect at the time the overtime was worked, calculated on the basis of the hourly rate in effect at the time it is determined to pay for the overtime in lieu of time off.

Should an employee's employment be severed for any reason, any outstanding accumulated overtime credits shall be paid as in the previous paragraph.

### **33.2 Shift Work Compensation**

During the term of this Agreement, the Company shall compensate scheduled shift work as defined in Clause 31.3 as follows: Evening Shift will be compensated at one hundred and eight percent (108%) of the basic hourly rate, and Night Shift at one hundred and ten percent (110%) of the basic hourly rate.

### **33.3 Saturday and Sunday Premium**

Employees whose regular work week includes Saturday and Sunday shall be paid an additional 1.2 hours' wages for Saturday and 2.4 hours' wages for Sunday.

The Saturday and Sunday Premium shall be paid to an employee who works more than four **(4)** hours on the Saturday and/or Sunday. Saturday and Sunday are deemed to commence at 0001 a.m. (midnight).

### **34.0 MISCELLANEOUS ALLOWANCES**

#### **34.1 Call-Back Allowance**

An employee who returns to work outside the employee's regular working hours for an unplanned work assignment shall receive a minimum of three (3) hours' pay at the appropriate overtime rate.

The return to work shall be as a result of a request made subsequent to the end of the employee's previous regular work period.

#### **34.2 Telephone Calls**

In the event an employee is called by telephone outside the employee's regular working hours in order to obtain information and advice regarding a work related activity, the employee shall receive one (1) hour's pay at straight time. Should the telephone call exceed one **(1)** hour, actual time consumed will be paid at straight time. Wherever possible, these telephone calls are to be made in such a way as to minimize inconvenience.

### **35.0 TRAVEL ON COMPANY BUSINESS**

**35.1** The Company agrees that time spent travelling on Company business during the employee's normal working hours by the method of travel **as** authorized by the Company is to be considered as time worked.

An employee required to work at a temporary assignment, while still residing at the employee's residence, shall be compensated for reasonable travel time significantly in excess of that normally taken by the employee to travel from the employee's residence to the employee's normal place of work, provided such time is in excess of hours for which the employee is already paid.

Such payments will continue for the duration of the assignment, or until the location of the assignment is deemed to be the employee's normal place of work.



**35.2** During the regular work week employees may claim up to a maximum of three (3) hours for authorized travelling time outside the employee's normal working hours for one way trips in excess of 2 1/2 hours. The trip is considered to originate and terminate at the office location. On the sixth (6th) and seventh (7th) day of the week or on recognized holidays an employee may claim up to a maximum of eight (8) hours for time spent travelling. Such authorized travelling time shall not be considered as overtime and will be banked in the employee's flextime bank so as to provide time off work. Where the employee's flextime bank is full, the employee may request to be compensated at the employee's basic hourly rate.

For extended travel (e.g. Europe), the Company will provide that a reasonable period of rest is allowed for from time of arrival until work activity commences. The foregoing will apply except in cases which are determined to be of an emergency nature by the Company.

**35.3** All time required travelling on Company business, as authorized by the Company, shall be considered authorized travelling time.

**35.4** Allowable travel and living expenses incurred in connection with authorized travel on Company business will be reimbursed as per Company procedure. Receipts and justification are required where meal expenses exceed the per diem rates. The Company will discuss with the Association substantive changes, excluding increases to the per diem and mileage rates, to the Travel and Living Policy 331.02.00 in advance of such changes.

### **35.5 Automobile Business Liability Insurance**

An employee who is required to drive on Company business, and who requires additional automobile business liability insurance as determined by his/her insurance company must furnish a letter from the insurance company confirming the insurer's requirements relative to such insurance.

Subject to the Company's prior approval and to the subsequent provision of a receipt, the Company will reimburse the additional cost of automobile business liability insurance. The Company's decision will be based on the cost effectiveness of reimbursing the cost of business liability insurance versus the cost of using a rental car.

### **36.0 FIELD ASSIGNMENTS AND ALLOWANCES**

Prior to commencement of a field assignment, the Company and the employee affected shall discuss the nature, scope, expected duration and the terms and conditions of the assignment in light of the employee's present tasks, responsibilities and situation. Matters concerning visits to the employee's normal place of work, relocation where applicable and expenses to be reimbursed will be discussed.

Such discussion shall take place as far in advance of the start date of the field assignment as possible. Insofar as practical and possible, the Company will notify affected employees of the commencement of a field assignment in advance in accordance with the following schedule:

<b><u>LOCATION</u></b>	<b><u>DURATION</u></b>	<b><u>NOTICE PERIOD</u></b>
Domestic	2 - 6 months more than 6 months	1 month 2 months
Foreign	2 - 3 months 3 months or more	1 month 2 months

Subsequently, the employee shall be informed in writing of the terms and conditions of the assignment.

Where an employee who has accepted a field assignment requires a new passport or other documents to travel to or from work in the host country, the Company will reimburse the employee for the fees paid for such passport or other required documents.

### **36.1 Definition of Field Assignment**

Assignments which meet the following criteria will be considered field assignments:

- (1) Require the employee to travel to a place other than the employee's normal work place and at least sixty (60) miles distant from such normal work place;

and EITHER

- (2) Require the employee to remain resident away from the employee's normal place of residence for longer than fifteen (15) consecutive calendar days;

OR

- (3) Require the employee to remain resident away from the employee's normal place of residence for more than eighty percent (80%) of the days during any thirty (30) consecutive calendar day period.

### **36.2 Terms and Location**

Field assignments shall be further defined as to term and location:

- (1) Short Term: an assignment of fifteen (15) days to one hundred and eighty-two (182) continuous days' duration.
- (2) Long Term: an assignment of more than one hundred and eighty-two (182) continuous days' duration.

- (3) Domestic: being either of short or long term, requiring the employee to locate and work at a place of work in Canada other than the employee's usual place of work.
- (4) Foreign: being either of short or long term, requiring the employee to locate and work outside of Canada
- (5) Hazardous: being either of short or long term, requiring the employee to work in an environment where the employee is exposed to a physical, chemical or biological agent to the extent that the normal physiological mechanisms are affected and the health of the employee is impaired.

### **36.3 Salary and Salary Reviews While on Field Assignment**

The Company will continue to pay an employee on field assignment the base salary to which the employee was entitled prior to that assignment. The employee will become eligible for performance or salary reviews, as in Article 41.0, as the employee would have become, had the employee not been given a field assignment.

### **36.4 Domestic Field Allowance**

Whenever an employee is on a domestic field assignment, a dislocation allowance equal to ten (10) percent of the employee's base pay will be paid.

### **36.5 Expatriate Compensation**

Employees on a foreign field assignment will be compensated in accordance with the Company's Expatriate Compensation Policy. An expatriation allowance of not less than ten (10) percent of the employee's base pay will be paid to employees while on a foreign field assignment.

### **36.6 Hardship Allowance**

When a field assignment is carried out under conditions of work which differ substantially in terms of personal security, isolation, adverse living conditions from those that prevail at the Company's facilities, a hardship allowance will be paid to the employee. The amount of such allowance as well as the determination of whether hardship conditions exist and to what degree will be determined by the Company.

### **36.7 Commencement and Termination of Allowance Payments**

Field allowances, if any, will commence the day the employee arrives on the site and will terminate upon the employee leaving the site to return to the employee's normal place of work.

### **36.8 Hours of Work While on Field Assignment**

On any field assignment where the Company provides direct supervision and the hours of work can be controlled by the Company, the standard work week in effect at the employee's home location will apply. Overtime provisions in effect at the employee's home location will prevail.

On field assignments where direct supervision cannot be provided by the Company, and where the hours required to be worked are governed by the conditions of the location or facility of the field assignment, the employee will be paid at the same hourly rate as the employee was entitled to prior to that assignment. Overtime provisions in effect at the employee's home location will prevail.

### **36.9 Return Visits to Normal Place of Work**

In deciding whether an employee assigned to field work should be entitled to a return trip or trips to the employee's normal place of work, the Company will take into consideration the nature of the employee's assignment, the duration of the assignment and the conditions under which the assignment has to be carried out. An employee will be informed prior to the commencement of the employee's field assignment whether or not the employee is being granted return visits to the employee's normal place of work during the term of the assignment.

### **36.10**

Employees may decline hazardous field assignments. If alternative work is not available, the employee will be eligible for severance in accordance with Article 30.01, Security of Employment.

## **37.0 LEAVE OF ABSENCE**

### **37.1 Personal Leave**

During the term of this Agreement, the Company agrees to continue its existing practice of granting Leaves of Absence for personal reasons where operational requirements permit, including intermittent leaves throughout the week for a limited period of time. The amount of salary deducted for a Leave of Absence will be calculated on the basis of the employee's basic hourly rate. The employee has the option of continuing benefits other than Long Term Disability at the employee's cost for up to twelve months' continuous leave.

### **37.2 Pregnancy Leave**

A pregnant employee who commenced employment with Spar at least thirteen (13) weeks before the expected birth date will be granted pregnancy leave. Pregnancy leave may begin no earlier than seventeen (17) weeks before the expected date of birth. Pregnancy leave will be for seventeen (17) weeks, or where the mother is not entitled to take parental leave, for the greater of seventeen (17) weeks or six (6) weeks after the birth of the child.

An employee who wishes to take pregnancy leave must give Spar no less than two (2) weeks' written notice of the date the leave is to begin and a certificate from her physician stating the expected date of birth. Unless an employee on pregnancy leave gives Spar at least two (2) weeks' written notice that, at the conclusion of her pregnancy leave, she intends to commence parental leave, the employee will be deemed to intend to take the maximum length of her pregnancy leave and return to work immediately thereafter. If an employee on pregnancy leave wishes to return to work without having taken her full entitlement to pregnancy leave the employee must provide Spar with at least four (4) weeks' written notice of the date on which she wishes to return.

Where an employee who has been granted pregnancy and parental leave has exhausted the benefits available to her under the Unemployment Insurance Plan and presents a statement from her physician that she is unable to return to work, the Company will pay that employee, on a weekly basis for a maximum of six **(6)** weeks, an amount equal to the weekly unemployment insurance benefit the employee had been receiving.

The benefits of an employee on pregnancy leave will ~~be~~ continued by Spar at its own cost.

Upon receipt of a written recommendation from her physician, Spar may grant an employee who has exhausted her entitlement to both pregnancy leave and parental leave an extended leave of up to four **(4)** additional months.

The employee has the option ~~of~~ continuing her benefits, other than long-term disability, at her own cost during the period of the extended leave.

An employee on extended leave is required to give Spar at least four **(4)** weeks' written notice of the date on which she wishes to return to work.

### **37.3 Parental Leave**

An employee who has been employed by Spar for at least thirteen (13) weeks and is the parent of a child will be granted a parental leave of up to eighteen (18) weeks. The employee is required to give Spar at least two weeks' written notice of the date the leave is to begin.

An employee who has taken pregnancy leave is required to begin her parental leave when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time. The parental leave ~~of~~ an employee who has not taken pregnancy leave must begin no later than thirty-five (35) weeks after the child is born or first comes into the custody and control of a parent for the first time.

The benefits of an employee on parental leave will be continued by Spar at its own cost.

Unless otherwise advised by the employee, the employee will be deemed to intend to return to work eighteen **(78)** weeks ~~after~~ the parental leave began. In the event the employee wishes to return to work on an earlier date, the employee is required to give Spar at least four **(4)** weeks' written notice of that date.

### **37.4 Return from Pregnancy/Parental Leave**

**An** employee returning from pregnancy leave, parental leave and/or extended leave as provided for in Articles 37.2 and 37.3 of the collective agreement may apply to the Company in writing for part-time work. Such application shall be made thirty (30) days prior to the date on which the employee wishes to commence the part-time work. Where the Company, in its sole discretion, determines there is work available which can reasonably and effectively be ~~performed~~ on the part-time basis proposed, the employee may return to work and continue in the bargaining unit subject to the following terms and conditions:

- (a) The total period of pregnancy leave, parental leave and extended leave and the time spent working fewer than twenty-four (24) hours per week shall not exceed twelve (12) months from the date on which the employee first commenced a leave.
- (b) The terms of the collective agreement shall apply except that the Company contribution to benefits shall be made on a pro-rata basis in the same proportion as the hours worked bear to the regular work week.

### **37.5 Bereavement Leave**

When a death occurs in an employee's immediate family, the employee shall, on request, be granted a Leave of Absence to make final arrangements and attend the funeral. The length of such Leave of Absence shall depend on the employee's family circumstances. Leave of Absence with pay shall be limited to three (3) regular working days.

Immediate family means parents, parents-in-law, step-parents, guardian (provided the guardian acted in place of a parent), spouse or common-law spouse, children, step-children, children in guardianship, brothers or brothers-in-law, sisters or sisters-in-law, grandparents, grandchildren and relatives permanently residing in the employee's household or those with whom the employee permanently resides.

### **37.6 Jury Duty**

Employees required to serve on Jury Duty or subpoenaed as witnesses to appear in Court shall be paid the difference between their normal day's salary and the amount they receive as fee for such services.

### **37.7 Educational Leave Credits**

Subject to the operational requirements of the Company, individual employees have the option of earning and using credits for a paid educational leave of three (3) to twelve (12) months' duration.

Such credits will be earned before the leave commences by the method agreed between the employee and the Director, Human Resources. Specific arrangements for the earning of the credits and the timing of the leave must be approved by the Group President or delegate in advance.

### **37.8 Observance of Religious Holy Days**

The Company agrees that an employee, having advised his/her manager, may be absent from work in observance of holy days celebrated by his/her religion. In order that the manager can schedule work, the employee must provide a minimum of twenty (20) working days' notice of the dates for which time off is required. The employee may take this time as vacation, flex or lieu time or as an unpaid leave of absence.

## **38.0 SICK LEAVE**

### **38.1 Sick Leave**

Employees absent from work as a result of sickness or accident will be paid for such time *off* at full or partial salary for up to six (6) consecutive months, the amount paid being related to length of continuous service in accordance with the following schedule:

<b>CONTINUOUS SERVICE</b>	<b>DURATION OF BENEFIT AT FULL SALARY</b>	<b>DURATION OF BENEFIT AT 66 2/3% OF SALARY</b>
0-3 months	1 week	3 weeks
3 mths. but less than 2 yrs.	1 month	5 months
2 yrs. but less than 3 yrs.	2 months	4 months
3 yrs. but less than 4 yrs.	3 months	3 months
4 yrs. but less than 5 yrs.	4 months	2 months
5 yrs. but less than 6 yrs.	5 months	1 month
6 or more years	6 months	

**38.2** Where an employee is entitled to receive benefits under the Canada Pension Plan, Unemployment Insurance, Workers' Compensation or other Company paid plan as a result of the employee's disability, the amount paid pursuant to Clause 38.1 will be reduced by the amount of such payment.

**38.3** The Company may require an employee to provide a medical certificate for absence due to sickness or accident either to confirm the cause of the absence or to substantiate the employee's fitness to resume work.

### **39.0 RECOGNIZED HOLIDAYS**

The Company will observe the following holidays. No employee covered by this Agreement shall have the employee's salary reduced by reason of observance of the following holidays, providing that the employee is not absent from work on either the work day immediately preceding or the work day immediately following the holiday.

## RECOGNIZED HOLIDAYS

	<u>1997</u>	<u>1998</u>	<u>1999</u>
New Years Day	January 1	January 1	January 1
Good Friday	March 28	April 10	April 2
Victoria Day	May 19	May 18	May 24
Canada Day	June 30	June 29	July 2
Labour Day	September 1	September 7	September 6
Thanksgiving Day	October 13	October 12	October 11
Float	January 2/98	December 23	December 23
Float	December 24	December 24	December 24
Christmas Day	December 25	December 25	December 27
Boxing Day	December 26	December 28	December 28
Float	December 29	December 29	December 29
Float	December 30	December 30	December 30
Float	December 31	December 31	December 31
Float			December 22

It is further provided that an employee will be paid for such a holiday if the employee can supply the Company with satisfactory reasons for the employee's absence on either the work day before or the work day after the holiday. Payment when the employee is absent on both days will be at the Company's discretion. If an employee is on an approved Leave of Absence or on vacation on the work day before and the work day after a holiday, the employee will be paid for that holiday if the employee is not absent on the work day immediately prior to and following the approved Leave of Absence or vacation.

### **40.0 VACATION WITH PAY**

#### **40.1 Definitions**

##### **(a) Annual Vacation Entitlement**

An employee's annual vacation entitlement is calculated by multiplying the monthly rate at which the employee earns vacation credits by twelve (12).

##### **(b) Continuous Service for Vacation**

For the purpose of determining the rate at which an employee earns vacation credits when initially hired, the employee's service date shall be deemed to be the first of the month in which he/she was hired if that was between the first (1st) and the fifteenth (15th) of the month and, if that was on or after the sixteenth (16th), the first of the following month.



**(c) Vacation Period**

The vacation period is the period of time during which the employee takes vacation.

**40.2 Vacation Credits**

Each employee earns vacation credits monthly in accordance with the following table on the basis of the employee's service as defined in section 40.1 (b). Such credits are accrued at the end of each Spar accounting month. The Spar accounting calendar shall be posted at the beginning of the year.

<u>YEARS OF SERVICE</u>	<u>DAYS EARNED PER MONTH</u>
Up to two (2) years	Five Sixths ( <b>5/6</b> )
Two (2) less than nine (9) years	One & One Quarter (1 1/4)
Nine (9) less than nineteen (19) years	One & Two Thirds (1 2/3)
Nineteen (19) years or more	Two & One Twelfth (2 1/12)

Notwithstanding the above, employees in the classifications Engineer, Senior Engineer, Staff Engineer, Senior Staff Engineer and their equivalents and in the equivalent Allied Technical classifications shall earn vacation credits at the rate of one and one-quarter (**1 1/4**) days per Spar accounting month for their first nine (9) years of continuous service.

An employee who is on an approved Leave of Absence without pay for a period of thirty (30) consecutive days or more does not earn vacation credits during such Leave of Absence.

An employee may earn up to a maximum of two (**2**) times the employee's annual entitlement. No vacation credits may be earned beyond this amount. Should an employee reach the maximum, the employee ceases to earn further credits until such time as the employee takes vacation thereby reducing the total credits. Any credits which would otherwise have been earned while the employee's total is at the maximum are lost and may not be added later.

**40.3 Vacation Pay**

On July 1st, 1997, 1998 and 1999, each employee's gross earnings for the immediately preceding twelve (12) months will be calculated. This amount shall be multiplied by the percentage factor related to the employee's continuous service shown below to obtain the employee's vacation pay:

<b><u>CONTINUOUS SERVICE</u></b>	<b><u>PERCENTAGE</u></b>
Up to three (3) years	Four <b>(4)</b> Percent
Three (3) less than ten (10) years	Six (6) Percent
Ten (10) less than twenty (20) years	Eight <b>(8)</b> Percent
Twenty (20) years or more	Ten (10) Percent

Notwithstanding the above, the percentage factor used in calculating vacation pay for employees in the Engineer, Senior Engineer, Staff Engineer, Senior Staff Engineer, equivalent classifications and in the equivalent Allied Technical classifications for each of the first ten (10) years of employment shall be six (6) percent.

Where the amount of vacation pay is greater than the cash equivalent of the employee's annual vacation entitlement in days and parts of days multiplied by the employee's rate of pay on July 1<sup>st</sup> of the year, the difference will be paid to the employee as vacation pay in the employee's regular pay as soon as practical and possible after July 1<sup>st</sup>.

In the case of employees with less than twelve (12) months' continuous service on July 1<sup>st</sup>, 1997, 1998 and 1999, the preceding calculations will be done on a pro rata basis.

#### **40.4 Scheduling of Vacation Period**

Each employee has the right to schedule desired vacation provided the employee's supervisor is informed in a timely fashion. For a vacation of up to five (5) consecutive working days, the normal notice required will be five (5) working days. A one (1) month notice will usually be required for vacations exceeding five (5) consecutive working days.

Wherever practicable, the Company will accede to the employee's request for vacation. However, in case agreement cannot be reached, the final decision will be based on Company needs.

In each year of employment, each employee is required to take a vacation period of not less than five (5) consecutive days.

Provided the employee complies with the provisions of the previous paragraphs, the employee may take vacation when it is earned.

If a recognized holiday occurs during an employee's vacation period, it is paid as a holiday and not deducted from the employee's vacation credits.

If the Company withdraws the previously given approval of an employee's scheduled vacation, the Company will reimburse the employee for any non-refundable costs incurred for reservations for the employee, spouse or the employee's eligible dependents who are unable to go on such vacations the employee has been obliged to cancel.

## 41.0 PERFORMANCE REVIEWS

The Company and Association recognize the performance appraisal as a valuable tool in motivating and retaining professional and technical employees. Establishment of performance objectives, feedback and discussions relevant to career development form an integral part of the appraisal process.

### 41.1 Performance Appraisal - General

For each twelve (12) month period ending June 30th, a major performance appraisal will be conducted for each employee who has more than six (6) months' service in the bargaining unit at that time. The appraisal process shall commence no earlier than ninety (90) days prior to the relevant June 30th and, where practical and possible, the written performance appraisal including the numerical score will be discussed with the employee before the relevant June 30th. If the employee believes the appraisal is factually incorrect, the supervisor will undertake to investigate this and, if necessary, revise the appraisal normally within thirty (30) days of the employee fully defining his/her concerns to the supervisor.

For employees with less than six (6) months' service in the bargaining unit at the relevant June 30th, a performance appraisal will be conducted when such employee completes six (6) months' service in the bargaining unit. Wherever practical and possible, such appraisal will be discussed with the employee before the end of the six (6) month period referred to.

Intermediate performance appraisals shall be conducted for each employee as follows:

- (a) An intermediate appraisal four to six (4-6) weeks after commencement as a probationary employee.
- (b) An intermediate appraisal ten to twelve (10-12) weeks after commencement as a probationary employee.
- (c) Other intermediate reviews at times considered especially significant by the employee or the employee's manager, provided that not more than one such intermediate review will be done in any year.

The major performance appraisal shall take into account the results of any intermediate appraisals conducted since the previous July 1.

No issue raised in connection with the contents of an employee's performance appraisal, except in cases where it can be demonstrated that issues not relevant to the performance appraisal have been taken into account, shall be arbitrable.

The relevant classification descriptions shall be readily available in writing to employees. The appraisal technique used will take into consideration the duties and responsibilities applicable to the employee's classification. Grievances related to the employee's classification will be arbitrable.

Individual salary increases shall be administered in accordance with Article 42.0 - Salary Administration.

#### **41.2 Performance Appraisal - Procedure**

In order to appraise the individual employee's performance, the employee's supervisor will, in sequence:

- (a) obtain inputs from the employee and others having direct knowledge of the employee's work including the manager's own observations, advising the employee when a sub-contractor's input is sought;
- (b) make the appraisal taking only relevant factors into account;
- (c) prepare a written appraisal of the employee's performance and provide the employee with an opportunity to review it prior to the appraisal discussion;
- (d) discuss the written appraisal with the employee and, if it is factually incorrect, revise it normally within thirty (30) days of the employee fully defining his/her concerns to the supervisor;
- (e) establish with the employee performance objectives for the coming period;
- (f) conduct a career planning discussion in accordance with Article 22.0 hereof;
- (g) have the written appraisal, including the employee's written comment, if any, placed in the employee's file; and,
- (h) if the performance category is changed by the Company after the original category is discussed with the employee, discuss the change with the employee.

#### **42.0 SALARY ADMINISTRATION**

**42.1** All adjustments to salary scales will be made by adjusting the annualized salaries in the appropriate Salary Scale Table by the applicable percentage rounding the result to the nearest dollar. The bi-weekly salary control points are obtained by dividing annualized salaries by twenty-six (26) rounding the result to the nearest dollar.

**42.2** From the date of ratification to June 30, 1997, the salary scales for each classification shall be as set out in Table 1.

#### **42.3**

(a) Effective on July 1, 1997, July 1, 1998 and July 1, 1999, an adjustment to the salary scale for each classification shall be made using the following computation, rounded to the nearest one hundredth (1/100) of a percent:

1/2 average of  $\frac{\text{Mean (YOG) for current year} - \text{Mean (YOG) for previous year}}{\text{Mean (YOG) for previous year}}$

from the PEO Members' salary survey up to and including the last 25 years from graduation

plus

1/2 average of  $\frac{\text{Mean (YOG) for current year} - \text{Mean (YOG) for previous year}}{\text{Mean (YOG) for previous year}}$

from the PEO Employers' salary survey up to and including the last 25 years from graduation.

- (b) The salary scale for each classification set out in Table 1 shall be adjusted by the percentage arrived at so long as the percentage change is positive. The new salary scales shall be referred to as follows:

Table 2: Salary Scales Effective July 1, 1997 to June 30, 1998

Table 3: Salary Scales Effective July 1, 1998 to June 30, 1999

Table 4: Salary Scales Effective July 1, 1999 to December 31, 1999

and shall be considered an integral part of the Agreement.

#### **42.4 Performance Increases**

Effective on each of July 1, 1997, 1998 and 1999, performance increases will be calculated in accordance with the procedure set out in Article 43.1 hereof provided only that the resulting percentage increase in the total SPATEA payroll will be as set out below in Articles 42.5, 42.6 and 42.7. In calculating the total SPATEA payroll, the salaries of employees not eligible under 43.1 (ii) for a performance increase on the relevant July 1 will be excluded. Should the calculated percentage increase be less than set out in Articles 42.5, 42.6 and 42.7, a general increase sufficient to raise the payroll to the agreed amount will be granted to all employees included in the total SPATEA payroll as defined herein. Should it be more, a general decrease sufficient to lower the payroll to the agreed amount will be applied to all employees who receive a performance increase on that date. General increases will be unaffected by the control points.

#### **42.5 July 1, 1997 Performance Increase**

On July 1, 1997, the increase in the SPATEA Payroll, excluding the salaries of employees ineligible for a performance increase under Article 43.1 (ii), will be 2.25%.

#### **42.6 July 1, 1998 Performance increase**

On July 1, 1998, the increase in the SPATEA Payroll, excluding the salaries of employees ineligible for a performance increase under Article 43.1 (ii), will be 2.25%.

#### **42.7 July 1, 1999 Performance Increase**

On July 1, 1999, the increase in the SPATEA Payroll, excluding the salaries of employees ineligible for a performance increase under Article 43.1 (ii), will be 1.5%.

#### **42.8 Employees Not on the Active Payroll**

Should an employee not be on the active payroll on July 1, 1997, 1998 or 1999, the appropriate increase in salary shall become applicable **upon** the employee's return to the active payroll.

### **43.0 SALARY INCREASES**

#### **43.1 Performance Increase Procedure**

To determine the dollar amount of each employee's performance increase, the following procedure will be followed:

- i) on the basis of the major performance appraisals conducted in accordance with clause 41.1 hereof for the twelve month periods ending June 30, 1997, May 31, 1998 and May 15, 1999, each employee with more than six **(6)**months' service in the bargaining unit on that date will be placed in one of the performance categories set out below in section (iii) and a performance increase will be determined on the basis described to be effective **July 1**;
- ii) the salary of an employee who has less than six **(6)**months' service in the bargaining unit on June 30 of any year and who has a satisfactory or better performance rating, will be adjusted on the date at which the employee completes six **(6)**months' service by the same percentage as the scale adjustment on July 1 of that year.
- iii) the performance categories are defined as follows:

#### **Distinguished**

The individual went well beyond expectations in results achieved against assigned accountabilities. **(S)he** required minimal direction in handling complex or unpredictable problems and virtually no direction in carrying out accountabilities appropriate to the employee's classification level. **(S)he** exercised considerable initiative that had a high impact on results.

### **Commendable**

The individual went beyond expectations in results achieved against many of the assigned accountabilities. (S)he required some direction in handling complex or unpredictable problems and little direction in carrying out specific accountabilities appropriate to the employee's classification level. (S)he exercised initiative over and above expectations.

### **Fully Satisfactory**

The individual met expectations in results achieved against assigned accountabilities. (S)he required direction in handling complex or unpredictable problems and some direction in carrying out accountabilities appropriate to the employee's classification level. (S)he exercised initiative within expectations.

### **Adequate or Qualifying Satisfactory**

The individual fell short of meeting expectations in results achieved against assigned accountabilities. (S)he required considerable direction in carrying out normal accountabilities appropriate to the employee's classification level. (S)he failed to exercise sufficiently the initiative expected.

### **Marginal or Qualifying Adequate**

The individual failed to meet expectations in results achieved against many of the assigned accountabilities. (S)he required great attention and direction in carrying out normal accountabilities appropriate to the employee's classification level. Level of initiative demonstrated fell far short of that expected.

### **Qualifying Adequate and Qualifying Satisfactory**

One of these performance ratings may be used when an employee has been appointed to a new classification which was seen as a growth opportunity. Although the progress of the employee in meeting expectations is acceptable, the employee is not yet performing at the fully satisfactory level, generally due to lack of experience and/or job knowledge.

- iv) the classification of each employee will be reviewed to determine if the employee is eligible for progression, promotion or other reclassification;
- v) as the initial step in determining the amount of the performance increase, the following formulas will be used to calculate a factor by which the employee's salary is to be multiplied:

<u>Performance Category and Range of Scores</u>	<u>Formula</u>
Distinguished: 4.21-5.00	$((\text{Performance Score} - 4.21) * 0.01) + 1.059$ (( 0.79 ) )
Commendable: 3.41-4.20	$((\text{Performance Score} - 3.41) * 0.024) + 1.035$ (( 0.79 ) )
Satisfactory: 2.61-3.40	$((\text{Performance Score} - 2.61) * 0.025) + 1.01$ (( 0.79 ) )
Adequate: 1.81-2.60	No Increase
Marginal: 0.00-1.80	$((\text{Performance Score} - 0.00) * 0.01) + .99$ (( 1.8 ) )

vi) as the next step in the calculation, the factor arrived at will be multiplied by the employee's annual salary and the result compared to the applicable control point in the salary scale for his/her classification;

vii) the control points and related performance categories are:

<u>Performance Category</u>	<u>Control Point</u>
Distinguished	C5
Commendable	C4
Satisfactory	C3
Adequate or Qualifying Satisfactory	C2
Marginal or Qualifying Adequate	C1

viii) the performance increase will be applied until the salary reaches the salary control point for the applicable performance category. No performance increase beyond the salary control point will be applied;

ix) no employee shall receive **less** than the minimum salary for the applicable classification; and,

x) the performance increase of employees who are reclassified or progressed in accordance with Articles 43.4, 43.5 or 43.6 hereof at the same time as the annual performance appraisal will be calculated on the basis of the salary scale of the employee's classification after the progression or reclassification occurs.



### 43.2 Maturity Increase Procedure

Employees in the classifications set out below shall receive maturity increases when eligible:

<u>CLASSIFICATION</u>	<u>%</u>
Junior Engineer/MTS	3 %
Intermediate Engineer/MTS	2.5%
Engineer/MTS	2 %
Junior Allied Technical Classifications	2.5%
Working Level Allied Technical Classifications	2 %

Maturity increases will be paid to eligible employees annually during the period from date of ratification through December 31, 1999. These increases shall be applied twelve months from the employee's entry into the bargaining unit and subsequently during the period defined above after each twelve months of service adjusted by any periods of approved leaves of absence as provided in Clause 29.3 hereof.

An employee who has achieved a satisfactory performance rating or better during the previous performance appraisal period (including the performance rating achieved under 43.1(ii)) is eligible to receive a maturity increase. The maturity increase is restricted by the Salary Control Point commensurate with the employee's performance category as determined pursuant to Clause 43.1 hereof.

### 43.3 Promotion Increase Procedure

Although promotions normally occur on July 1, 1997, 1998 and 1999 as a result of the classification review that occurs as part of the performance appraisal process, they may occur at any time during this period.

When a promotion occurs at the same time as a performance appraisal, the amount of the performance increase is determined on the basis of the salary scale of the employee's classification after the promotion occurs.

When an employee is promoted to a position at the Senior, Staff or Senior Staff classification level, the employee shall receive a promotion increase of four and one-half percent (4 1/2%).

When a performance and promotion increase occur on the same date, they will be compounded.

### 43.4 Progression to Engineer/MTS

Progression from the Junior to the Intermediate Engineer/Intermediate MTS classification and/or from the Intermediate to Engineer/MTS classification shall normally occur on July 1. Such progression depends upon the performance appraisal ratings for twelve (12) month periods of service in the bargaining unit and the years from bachelor's graduation of the employee in accordance with the following schedule:

- (a) From Junior *Engineer/Junior MTS* to Intermediate *Engineer/Intermediate MTS*:
  - i) commendable or distinguished performance - one (1) year from graduation with one commendable or better performance review;
  - ii) satisfactory performance - two (2) years from graduation with two fully satisfactory performance reviews or three (3) years with the last two consecutive performance reviews satisfactory.
- (b) From Intermediate *Engineer/Intermediate MTS* to *Engineer/MTS*:
  - i) commendable or distinguished performance - two (2) years as an Intermediate *Engineer/Intermediate MTS* with two commendable or better performance reviews;
  - ii) satisfactory performance - three (3) years as an Intermediate *Engineer/Intermediate MTS* with two satisfactory or better performance reviews.

#### **43.5 Progression to Fully Qualified Allied Technical Classifications**

Progression from the junior to the fully qualified allied technical classifications will normally occur on July 1. Such progression depends upon the performance appraisal ratings for twelve (12) month periods of service in the bargaining unit and years from community college graduation (or its equivalent in experience directly related to the job) in accordance with the following schedule:

- (a) commendable or distinguished Performance - one (1) year from graduation or equivalent and one performance review;
- (b) satisfactory performance - two (2) years from graduation or equivalent with two (2) fully satisfactory performance reviews or three years with the last two consecutive performance reviews satisfactory.

#### **43.6 Reclassification to Member Technical Staff**

Employees in positions classified as Senior Technologist may, at the sole discretion of the Company, be advanced to positions at the Member Technical Staff level either as a result of their having applied on a job posting and been accepted or as a result of management's assessment of the level of the work being performed by the employee during the performance appraisals conducted for twelve (12) month periods of service in the bargaining unit provided that the employee meets or exceeds the qualifications set out in article 43.7 hereof.

**43.7** In order to be advanced to a position at the Member Technical Staff level, the employee must have:

- i) a three (3) year diploma in engineering technology or a Bachelor of Technology degree in engineering technology; or,

- ii) in the case of employees not possessing either a diploma in engineering technology or a Bachelor of Technology degree, the Company may, in its sole discretion, determine that the employee has a combination of education, experience and demonstrated skills equivalent to the formal qualification; and,
- iii) ten (10) or more years' acceptable experience working in engineering technology subsequent to graduation; and,
- iv) three (3) or more years' experience with the Company in a Senior Technologist position.

**43.8** Reclassification to positions at the Member Technical Staff level will require affected employees to have demonstrated **skills** and abilities possessed by an engineer, particularly in the following areas:

- i) problem identification and solving,
- ii) know how,
- iii) judgement,
- iv) initiative, and
- v) maturity and leadership,

such to be demonstrated by the continuing performance of tasks at the equivalent to engineer level.

### **43.9 Promotion to Staff Designer**

Employees in positions classified as Senior Designer may, at the sole discretion of the Company, be promoted to positions at the Staff Designer level either as a result of their having applied on a job posting and been accepted or as a result of management's assessment of the level of the work being performed by the employee during the performance appraisals conducted for twelve (12) month periods of service in the bargaining unit provided that the employee meets or exceeds the qualifications set out in Article 43.10 hereof.

**43.10** In order to be advanced to a position at the Staff Designer level, the employee must have:

- i) a three (3) year diploma in engineering technology or a Bachelor of Technology degree in engineering technology or design; or,
- ii) in the case of employees lacking formal qualifications in engineering technology or design, the Company may, in its sole discretion, determine that the employee has a combination of education, experience and demonstrated skills equivalent to the formal qualification; and,
- iii) ten (10) or more years' acceptable experience working in engineering design subsequent to graduation; and,

## 44.0 VARIABLE PAYMENT PLAN

### 44.1 Overview

Variable payments are part of the total compensation package. The objective of providing variable payments is to directly link individual performance rewards to the Corporate, Space Systems Brampton (SSB) and individual performance. The Corporate and the SSB performance are based upon the planned versus actual net income. The individual performance is based upon the same performance score used to determine salary increases due to performance in accordance with Article 43.

Within one month of approval of the annual SSB business plan by the board of directors, or as soon thereafter as is reasonably practicable, the Company shall communicate the plan to the employees. Within one month of approval of the annual Corporate business plan by the board of directors, or as soon thereafter as is reasonably practicable, the Company shall communicate the Corporate plan to the employees.

All employees whose performance is appraised as satisfactory or better are eligible to receive Variable Payments, regardless of salary or placement relative to salary control points. Such payments are paid as one-time awards and are not added to the employee's base salary. They are not limited by salary control points.

The individual performance score received during the year of actual payment shall be used. If an employee leaves the Company prior to receiving his/her annual performance score, the prior year's performance score shall be used. Any Variable Payment shall be pro-rated when an employee joins or leaves the plan, or changes classification during the year. An employee must be actively employed at the end of the year in order to be eligible for a payment in respect of that year.

The payment dates for the Variable Payments are as follows:

<u>Payment Date</u>	<u>Organization Calendar Performance Year</u>	<u>Employee Performance Score Used</u>
July 1, 1998	1997	1998
July 1, 1999	1998	1999
July 1, 2000	1999	2000

## 44.2 Variable Payment Tables

Variable payment shall be paid out in accordance with the tables provided below:

Performance Component	Weighting	If meet 100% of plan, Target % =	If meet 150% of plan, Maximum % =
Corporate net income	5 %	0.2 %	0.3 %
SSB net income	40 %	1.6 %	2.4 %
		If SSB net income meets 100% of plan	If SSB net income meets 150% of plan
Individual objectives	55 %	2.2 %	3.3 %
Total	100%	4.0 %	6.0 %

Performance Component	Weighting	If less than 85% of plan, Threshold % =	If meet 85% of plan, Threshold % =	If meet 100% of plan, Target % =	If meet 150% of plan, Maximum % =
Corporate net income	5 %	0 %	0.1375 %	0.275 %	0.4125 %
SSB net income	40 %	0 %	1.1 %	2.2 %	3.3 %
		If SSB net income less than 85% of plan	If SSB net income meets 85% of plan	If SSB net income meets 100% of plan	If SSB net income meets 150% of plan
Individual objectives	55 %	1.5125 %	1.5125 %	3.025 %	4.5375 %
Total	100 %	1.5125 %	2.75 %	5.5 %	8.25 %

## 44.3 Space Systems Brampton Performance Component

In 1999, if the Space Systems Brampton performance meets or exceeds threshold (85% of plan), but is less than the target (100% of plan), the Space Systems Brampton performance component is calculated as:

$$\text{SSB\%} = ((\text{SSB Performance} - 0.85) / 0.15) * (\text{Target \%} - \text{Threshold \%}) + \text{Threshold \%}$$

In 1997, 1998 and 1999, if Space Systems Brampton performance meets or exceeds target (100% of plan), the Space Systems Brampton performance components is calculated as:

$$\text{SSB\%} = ((\text{SSB Performance} - 1.0) / 0.5) * (\text{Maximum \%} - \text{Target \%}) + \text{Target \%}$$

The Space Systems Brampton performance is defined as:

SSB Performance =  $\frac{\text{SSB Actual Net Income}}{\text{SSB Planned Net Income}}$  for the relevant calendar year performance.

#### 44.4 Corporate Performance Component

In 1999, if the Corporate performance meets or exceeds threshold (85% of plan), but is less than the target (100% of plan), the Corporate performance component is calculated as:

$$\text{Corp\%} = ((\text{Corporate Performance} - 0.85) / 0.15) * (\text{Target \%} - \text{Threshold \%}) + \text{Threshold \%}$$

In 1997, 1998 and 1999, if the Corporate performance meets or exceeds target (100% of plan), the Corporate performance component is calculated as:

$$\text{Corp\%} = ((\text{Corporate Performance} - 1.0) / 0.5) * (\text{Maximum \%} - \text{Target \%}) + \text{Target \%}$$

The Corporate performance is defined as:

$$\text{Corp Performance} = \frac{\text{Corporate Actual Net Income}}{\text{Corporate Planned Net Income}}$$
 for the relevant performance year.

#### 44.5 Individual Objectives Component

The individual objectives component is calculated from the individual performance and the Space Systems Brampton performance.

The individual performance uses the Employee Performance Score in accordance with Section 43.1. The individual performance is included in the following factor:

$$\text{Individual Performance Factor} = 0.50 * \text{Employee Performance Score} - 0.61$$

In 1999, if the Space Systems Brampton performance meets or exceeds threshold (85% of plan), but is less than the target (100% of plan), the Space Systems Brampton performance component is calculated as:

$$\text{Award\%} = ((\text{SSB Performance} - 0.85) / 0.15) * (\text{Target \%} - \text{Threshold \%}) + \text{Threshold \%}$$

In 1997, 1998 and 1999, if Space Systems Brampton performance meets or exceeds target (100% of plan), the Space Systems Brampton performance component is calculated as:

$$\text{Award\%} = ((\text{SSB Performance} - 1.0) / 0.5) * (\text{Maximum \%} - \text{Target \%}) + \text{Target \%}$$

The individual objectives component shall be calculated as follows:

$$\text{Individual Objectives\%} = \text{Award\%} * \text{Individual Performance Factor.}$$

In 1999, in the event the Company does not achieve at least 85% of its net income plan for Space Systems Brampton, the individual objectives portion shall still be awarded at threshold level, i.e. (Award% = 1.5125%).

**44.6 Individual Objectives Component Correction**

The entire Individual Objectives Pool shall be distributed to the employees. Should the calculated percentage payment for all participating employees be greater or less than the total pool provided in the applicable table, a factor will be applied sufficient to increase or decrease the amount to be paid, as the case may be, to utilize the applicable pool amount. This correction shall be made as follows:

Payment  
Correction=(Number of Employees • Award%) / (Sum of actual Individual Objectives%)

Individual Objective% = Payment Correction \* Individual Objective% Before Correction

**44.7 Employee Variable Payment Calculation**

The Variable Payment shall be calculated as follows:

Employee PerformancePayment=C3 Salary\*(Corp%+SSB% + Individual Objectives%)

C3 Salary is the C3 salary control point in the employee’s salary classification effective July 1 for the calendar performance year.

**45.0 BENEFITS**

The Company will pay the premiums necessary to provide eligible employees and their dependents with the benefits outlined in the employee benefits booklet.

During the term of this Agreement, the Company agrees to continue to provide a Pension Plan for eligible employees.

**46.0 LIABILITY INSURANCE**

The Company will continue to provide adequate liability insurance for employees for acts done in the course of their employment except where such acts are malicious or criminal.

**47.0 DURATION AND TERMINATION**

This Agreement shall become effective as of March 31, 1997 unless otherwise specifically provided as to certain provisions, and shall remain in full force and effect until December 31, 1999 and from year to year thereafter, without change, unless written notice to amend or terminate is given by either party.

Notice that amendments are required or that either party intends to terminate the Agreement may only be given during the period of not more than ninety (90) calendar days or not less than thirty (30) calendar days prior to the expiration date.

If notice of amendment or of termination is given by either party, then both parties shall thereupon within ten (10) working days, or such longer period as is mutually agreeable, enter into such negotiations in good faith and make every reasonable effort to secure such renewal or termination.

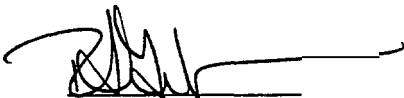
Each party shall present to the other party in writing any proposed modifications or revisions of this Agreement at the aforesaid meeting. It is understood that following this exchange, only counter-proposals arising out of or related to the original proposals may be presented unless otherwise agreed to by both parties.

It is further agreed that if complete agreement has not been reached by the expiration date of this Agreement, then either party at any time thereafter may terminate this Agreement by giving five (5) working days' advance notice to the other.

**EXECUTED** at Brampton in the Province of Ontario this 29<sup>th</sup> day of July, 1997.

For the Company:

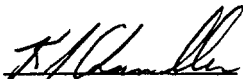
For the Association:



R.S. Gibson



R. Vandersluis



K. Chandler



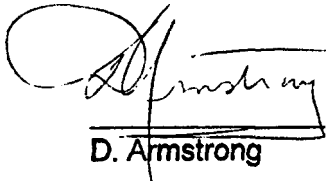
T. Reedman



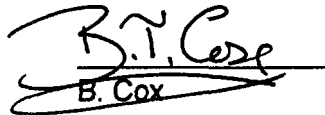
M. Parfitt



B. Mack



D. Armstrong



B. Cox



V. Terra



K. Sherman