



Collective Agreement  
between  
Orenda Aerospace Corporation  
and  
International Association of Machinists  
and Aerospace Workers  
District Lodge 78, I.A.M.A.W.  
Aeronautical Lodge 717T,  
I.A.M.A.W.

Effective September 2, 2008  
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## **ARTICLE 1.00 PURPOSE**

**1.01** The purpose of this Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union and the means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

## **ARTICLE 2.00 RECOGNITION**

**2.01** The Company recognizes Aeronautical Lodge 717 Turbo, I.A.M. (hereinafter called the "UNION"), as the exclusive bargaining agent for the hourly-paid employees of the Orenda Division.

**2.02** (a) Employees covered by this Agreement shall be all hourly-paid employees of the Orenda Division, which is located in the Regional Municipality of Peel, except those employees covered by Agreements existing between the Company and other certified bargaining agents.

(b) Should the Company during the life of this Agreement decide to move from the existing Mississauga operation, to a location in Ontario within a 200 kilometer radius of the existing location, the Company agrees to negotiate with the Union at least ninety (90) days prior to such move for the purpose of determining the conditions of a Transfer of Operations Agreement to provide:

- (i) The right of existing employees to transfer with the jobs they normally perform;
- (ii) Protection of the seniority rights of existing employees, upon such transfer;
- (iii) Extension of the Collective Agreement to cover the new location.

(c) The Plant Committee Chair and the President shall be allowed to meet with all new employees upon the completion of their probationary period during business hours for the purpose of orientation to the I.A.M. The meeting will be scheduled at a time agreed to by the Chair and the employee's supervisor.

**2.03** A person who is occupied solely in receiving training and who is not required to perform work or services of use or value to the Company and who is not otherwise classified pursuant to Article 27.00 hereof, shall not be an employee within the meaning of this Agreement and shall not be covered by this Agreement.

**2.04** A Non-Bargaining Unit employee shall not perform work covered by classifications listed in Appendix 3 of this Collective

Agreement to the extent that it would affect the job security of an employee covered by this Collective Agreement.

**2.05** The Company agrees that manufacturing operations currently performed by Bargaining Unit employees will not be sub-contracted out except where in the Company's opinion it would be economically advisable to do so.

The parties will discuss the plant's general operations and certain business developments, including product and manufacturing plans as it might affect the size (increase or decrease) of the workforce. With respect to any outsourcing of core business bargaining unit work, the Company will discuss its intention with the Local Union Committee before any such work is outsourced. The Company will explain its reasons for its tentative decision to outsource the work by supplying all relevant information such as costs and rationale available to the plant and will give the Local Union Committee an opportunity to suggest ways in which the work may otherwise be performed in-house. The Company will give due consideration to the suggestions of the Local Union before making its final decision.

The parties will address other matters both parties agree are appropriate for discussion. It is understood these meetings will not replace the collective bargaining process, nor, interfere with the parties Grievance Procedure.

The final decision on any sub-contracting is at the sole discretion of the company.

### **ARTICLE 3.00 RIGHTS OF MANAGEMENT**

**3.01** The Union acknowledges that it is the exclusive function of the Company:

- (a) to maintain order, discipline and efficiency, and –
- (b) to hire, classify, direct, transfer, promote, demote, lay-off or dismiss employees, provided that a complaint that an employee with seniority has been so dealt with without reasonable cause may be the subject of a grievance which shall be settled as hereinafter provided, and –
- (c) to manage the industrial enterprise in which it is engaged and without restricting the generality of the foregoing to determine the number and location of plants, the products to be manufactured, the methods of manufacturing, the kinds and locations of machines, tools and equipment to be used, the process of manufacturing and assembling, the control of materials and parts, the schedules of production, and the extension, limitation, curtailment, or cessation of operations, and to study

introduce new or improved methods, processes, materials and facilities, and to establish rules and regulations covering the operation of its business provided that the said rules shall not be inconsistent with this Agreement.

**3.02** The Company agrees that its exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement.

#### **ARTICLE 4.00 UNION DUES AND UNION MEMBERSHIP**

**4.01** As a condition of employment of every employee under this Agreement, the Company shall deduct the amount of monthly Union Dues from his wages each month and shall remit the same to the Union on or before the twenty-fifth (25th) day of the month in which it is deducted.

**4.02** The Company shall deduct from the wages of an employee any initiation fee due from him to the Union and shall remit the same to the Union on or before the twenty-fifth (25th) day of the month in which it is deducted.

**4.03** As a condition of employment each new employee shall make application for membership in the Union and every employee covered by this Agreement who is or shall become a member of the Union shall remain a member during the life of this Agreement.

**4.04** (a) Union dues shall not be deducted from any employees receiving provincial or federal government benefits such as WSIB or EI. The union will determine if union dues will be collected from employees receiving weekly indemnity.

(b) The Company agrees to deduct delinquent dues upon receipt of a list from the Union Office. In the case of an employee being off work on leave of absence when dues should be deducted, said dues shall be deducted commencing with the first full pay on return to work, and each time thereafter until paid up.

(c) The Financial Secretary of Lodge 717T shall notify the Company of a member's delinquent dues and provide written authorization from the member. This will be done in accordance with the I.A.M. Constitution and the Local Lodge Bylaws.

#### **ARTICLE 5.00 STRIKES AND LOCKOUTS**

**5.01** This Agreement provides for the just settlement of disputes of any nature whatsoever which may arise between the parties hereto and binds them to accept and abide by the decision of an arbitrator should the parties fail to settle any dispute by negotiations, and –

**5.02** It is therefore agreed by the parties that during the life of this agreement there shall be no strikes by members covered by this agreement or lockouts by the Company. Strikes and lockouts will be as defined in the Ontario Labour Relations Act. As well there shall be no slow downs, stoppage of work, or other interference with production by the employees' hereby covered under this Agreement.

### **ARTICLE 6.00 NO DISCRIMINATION**

**6.01** No employee shall be discriminated against by the Company nor suffer any loss of seniority or of employment because of membership or activity in the Union so long as such activities are not carried on during working hours except as explicitly permitted by this agreement.

### **ARTICLE 7.00 SPECIFIC PERFORMANCE**

**7.01** The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.

**7.02** It is understood and agreed that all previous agreements whether oral or written, by and between the Company and the Union are superseded by this Agreement.

### **ARTICLE 8.00 UNION REPRESENTATION**

#### **SHOP COMMITTEE**

**8.01** The Union shall name a Shop Committee of not more than four (4) members who shall be employees covered by this Agreement.

**8.02** Matters pertaining to the interpretation or application of this Agreement, and grievances presented at the Third Step pursuant to Article 9.00 hereof shall be discussed and adjusted by the designated representatives of the Company and the Shop Committee, who shall meet at least once each week during working hours. Only Shop Committee members, the President of the Union, and the Business Representative may be present at any such meeting if either party so requests, except that an International Officer of the International Association of Machinists and Aerospace Workers may also be present if either party so requests.

**8.03** The following positions will not be required to work a shift other than the day shift, except by consent.

2 Chief Stewards  
Chairman of Shop Committee  
Certified Member of Health & Safety Committee  
President

Secretary Treasurer  
Recording Secretary

**Note:** If the President is absent, with notice to the Company, for one week or more, the Vice-President will be moved onto the Day Shift for the duration of the absence.

In the absence of the full-time shop committee person for one (1) consecutive day, the President of the Union (or his/her designate) may appoint a temporary replacement chosen from the following list of positions provided they are working the day shift at that time.

Upon return to work of the full-time Chairperson, the replacement shall return to his/her regular job.

- Shop Committee Vice Chairperson
- Shop Committee person
- Honorary Shop Committee person
- President
- Vice President
- Chief Steward (2)
- Trustees (3)

## **SHOP STEWARDS AND CHIEF STEWARDS**

**8.04** (a) The Union may designate and the Company shall recognize four (4) Shop Stewards and two (2) Chief Stewards. The Company shall be kept informed of the name of each Shop Steward and Chief Steward and the work area for which the Union has so designated him.

(b) The company shall continue to make all reasonable provisions for the Chief Steward to work the Day Shift, in his/her classification as per Article 8.05. However, when coverage is needed in his/her classification for another shift and no alternate can perform the work, the Chief Steward will change shift every two weeks.

(c) If the number of actively employed bargaining unit employee's reaches two hundred and twenty-five (225), a third Chief Steward will be recognized. For every additional one hundred (100) actively employed employees thereafter an additional Chief Steward will be recognized.

(d) If additional Chief Stewards have been added to the base complement of two (2), pursuant to the provisions above, these Chief Stewards shall lose their status should the number of employees actively employed drop below the numbers required above for the addition of extra Chief Stewards.

**8.05** A Shop Steward or Chief Steward shall be permitted the necessary time during working hours without loss of pay to perform the

functions provided by Article 9.00 hereof for the settlement of a complaint or grievance; he shall not leave his work except as provided by the said Article 9.00 and only after having informed his supervisor as to the nature of his business.

**8.06** A Chief Steward shall be permitted access to any part of the area for which he is designated (except to such plant areas to which access is not permissible for reasons of security or secrecy) to investigate and deal with complaints and grievances as provided by Article 9.00 hereof but only after having explained the nature of his business to the supervisor of any work area to which he desires access.

**8.07** Shop Stewards and Chief Stewards shall perform the functions herein provided in such manner as to promote good order and shop discipline and with the least possible interference with the regular duties of their employment.

## **SAFETY COMMITTEE**

**8.08** There shall be a Safety Committee to which the Union may name one (1) member who is an employee covered by this Agreement. If the number of actively employed bargaining unit employees reaches two hundred and twenty-five (225), a second Safety Committee member will be recognized.

**8.09** The Safety Committee shall determine its own procedures and shall make recommendations concerning safety measures to the designated executive officer of the Company.

**8.10** The company shall continue to make all reasonable provisions for a Safety Committee member who is the designated Certified Member representing workers as defined in the Occupational Health and Safety Act to work the day shift. However, when coverage is needed in his/her classification for another shift and no alternate can perform their work, they will be required to perform shift work as per Article 20.00.

**8.11** The Company shall continue to make all reasonable provisions for the maintenance of safe, sanitary and healthful conditions for its employees. To this end, the Safety Committee shall act accordingly. The Union undertakes to assist Management in maintaining such health and safety related programs.

## **ARTICLE 9.00 COMPLAINTS, GRIEVANCES AND DISPUTES**

**9.01** The parties hereto desire that every complaint shall be dealt with as it justly deserves as quickly as possible and that adjustment of every justified complaint shall be promptly made.

**9.02** During the discussion of a grievance, if it is mutually agreed that witnesses would aid in settling the grievance they may be requested to attend.

### **GRIEVANCE PROCEDURE – FIRST STEP**

**9.03** An employee who has a complaint shall discuss it with his/her Supervisor either alone or accompanied by his/her Shop Steward with a view to a prompt settlement. Should an employee not receive satisfaction from his/her Supervisor in regard to a complaint he/she may state his/her grievance in writing in quadruplicate on the appropriate form and his/her Shop Steward shall present it to the Supervisor concerned with such explanation and discussion as may be necessary for proper understanding of the matter. Within two (2) working days thereafter or within such longer period as may be agreed, the Supervisor shall return one (1) copy of the form to the Shop Steward with his/her decision in writing stated thereon.

### **GRIEVANCE PROCEDURE – SECOND STEP**

**9.04** Should the employee not receive satisfaction in the First Step the said written grievance may be presented by the Chief Steward to the appropriate supervisor with such further explanation or discussion as may be necessary, provided that it shall be presented within three (3) working days of receipt of the reply in the First Step. Within three (3) working days thereafter or within such longer period as may be agreed the said supervisor shall state his/her decision in writing on one copy (1) of the form and return the same to the Chief Steward.

### **GRIEVANCE PROCEDURE – THIRD STEP**

**9.05** Should the employee not receive satisfaction in the Second Step s/he may refer the grievance to the Shop Committee. It shall be the duty of the Shop Committee to seek a just settlement of the grievance; to this end the Chairman of the Shop Committee and the President of the Union shall, during working hours and without loss of pay, take such time and shall have access to any such plant area where work is being performed by employees covered by this Agreement (except to plant areas to which their access is not permissible for reasons of security or secrecy) as may be reasonably necessary for the proper investigation of the grievance, provided that they shall properly inform all supervisors concerned as to the nature of their business.

**9.06** Should the Shop Committee consider that a just settlement has not been found it may present the grievance to the Director of Human Resources or designate within ten (10) working days after the date of the decision rendered in the Second Step. Within ten (10) working days

thereafter, the said representative shall meet the Shop Committee to discuss and adjust the grievance. An International Officer of the International Association of Machinists and Aerospace Workers may be present should either party so request. Within ten (10) working days after such discussion the said representative shall present the Company's final decision in writing to the Union.

## **SETTLEMENTS RELATING TO CLASSIFICATION**

**9.07** Any change in an employee's classification made in settlement of a grievance shall take effect at the beginning of the next pay period following the date on which the grievance was presented in the First Step as provided in Section 9.03 hereof, unless some other date shall be agreed to in the settlement.

## **TIME LIMITS**

**9.08** Any time limit provided by this Article 9.00 may be extended or curtailed by mutual agreement.

## **UNSETTLED DISPUTES**

**9.09** Any matter discussed by the Company and the Shop Committee pursuant to Section 8.02 hereof which is not adjusted to the satisfaction of both parties and any dispute over the settlement of a grievance at the Third Step may be required by either party to be submitted to arbitration provided that it shall be deemed to be settled or abandoned if within ten (10) working days after a final decision has been announced neither party shall have given written notice of intent to submit the matter to arbitration.

## **WARNINGS AND SUSPENSIONS**

**9.10** Without prejudice to the rights reserved in Section 3.01 hereof, the Company agrees to the following time limits for warnings and suspensions with the proviso; there are no subsequent related or unrelated warnings or acts of discipline which will automatically extend the time limits from the date of the most recent warning.

(a) Each occurrence of an employee receiving an oral warning will remain in his personnel record for a period not more than three (3) months and six (6) months for a written warning.

(b) Suspensions will remain in the employee's personnel record for a period of not more than fifteen (15) months.

(c) Suspensions resulting from disciplinary action shall commence within five (5) working days after the completion of the

disciplinary hearing unless the Union and the Company agree to an alternate arrangement.

#### **ARTICLE 10.00 ARBITRATION**

**10.01** Any matter or question arising from the interpretation, application, administration, or an alleged violation, of this Agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties hereto as herein provided.

**10.02** No matter shall be submitted to arbitration by the parties hereto unless and until they shall have attempted to arrive at a settlement by the means provided by Section 8.02 and Article 9.00 hereof.

**10.03** Within fifteen (15) working days after notice of intent to arbitrate has been given as provided by Section 9.11 hereof, the Company and the Union shall attempt to agree to a single arbitrator.

If the parties fail to reach agreement within a time limit of fifteen (15) working days or within such longer period as they may agree upon, either one or both may ask the Minister of Labour for the Province of Ontario to appoint an Arbitrator.

**10.04** The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of this Agreement.

**10.05** The proceedings of the Arbitrator shall be expedited by the parties hereto.

**10.06** The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision.

**10.07** Each of the parties hereto shall bear one-half of the expenses of the Arbitrator.

#### **ARTICLE 11.00 PROBATION**

**11.01** The first three (3) months of employment shall be a probationary period during which the Company may assess whether an employee is suitable to be retained and if so, where in the Company's opinion he may best be employed.

**11.02** An employee shall be a probationary employee without seniority for the first three (3) months of employment by the Company provided that absence with or without leave shall not be included in the said three (3) months.

**11.03** In respect of a probationary employee no act of the Company in exercise of the functions provided in Article 3.00 hereof, shall be subject to grievance or arbitration.

**11.04** Any person re-employed by the Company after having separated from its employment shall, when re-employed again be a probationary employee as herein provided. A laid-off employee who retains seniority as provided by Article 13.00 hereof or an employee on leave of absence, as provided by Article 15.00 hereof shall not be deemed to have separated from employment and shall not again be a probationary employee should he return to work.

## **ARTICLE 12.00 SENIORITY**

**12.01** On the day following the completion of his probationary employment an employee shall have three (3) months seniority and thereafter shall accrue seniority as provided herein.

### **SENIORITY**

**12.02** Subject to 12.03 hereof, and all other provisions of this Agreement, an employee's seniority shall be according to the length of his continuous hourly-paid employment by the Company plus all seniority he last held in this bargaining unit while still an employee of the Orenda Aerospace Corporation, if his employment by the Company continued therefrom without a break.

For employees hired on the same day their lay-off and recall rights shall be established by the lowest last three digits of the employee's Social Insurance Number. For the purpose of this article the employee with the lowest three digits will be given preference. Where the last three digits are the same the fourth from last digit will apply.

**12.03** Subject to Sections 12.04 and 13.05 hereof, an employee's seniority shall pertain only to the Occupational Group in which he is classified. The Occupational Groups which the parties hereto have agreed upon for this purpose are as listed in Appendix 4 annexed to this Agreement and as from time to time amended by agreement of the parties thereto.

### **TRANSFER OF SENIORITY**

**12.04** Should an employee be transferred from a classification in one Occupational Group to a classification in a different Occupational Group, his seniority shall continue to pertain to his old Occupational Group for a period of three (3) months provided that absence with or without leave (excluding statutory holidays) shall not be included in the said three (3)

months after which, if the transfer remains in effect, his seniority shall pertain to his new Occupational Group.

### **ACCRUAL OF SENIORITY UNDER LAY-OFF**

**12.05** An employee who has been laid off shall continue to accrue seniority except as provided by Sections 13.07 and 13.10 hereof. In the event of lay-off of an employee with seniority under this agreement not having picked up seniority in accordance with paragraph 12.10 (d) herein, his recall period shall be calculated as if his seniority has been transferred from the Staff Agreement on the date of his lay-off, but he shall not be recalled prior to the recall of another employee also on lay-off holding more natural seniority within his occupational group.

### **LOSS OF SENIORITY**

**12.06** An employee shall forfeit all seniority should he be granted leave of absence for more than thirty (30) days, except as otherwise provided by Article 15.00 hereof, or should he be absent for five (5) consecutive working days without reporting to the Company and without reasonable explanation, or

- should he voluntarily quit his employment, or
- should he be dismissed for just cause, or
- should he fail to respond to recall pursuant to Sections 13.09 and 13.10 hereof, or
- should he not return to work within the time limit pursuant to Section 13.07 hereof, or
- should he be retired pursuant to Article 33.00 hereof.

### **RESTORATION OF SENIORITY**

**12.07** By agreement of the parties hereto, seniority may be restored in whole or in part to an employee who has completed probationary employment as provided by Section 11.04 hereof, who has forfeited his/her seniority as a result of being granted a leave of absence for more than thirty (30) days, except as otherwise provided by Article 15.00 hereof.

### **SALARIED EMPLOYMENT**

**12.08** (a) Subject to all provisions of this section 12.08, seniority held at September 10, 1992, shall be retained by any employee who transferred to salaried employment as a Supervisor prior to September 10, 1992 but there shall not be any further accrual of seniority by that employee, so long as he/she remains in the said salaried employment.

(b) Effective from September 10, 1992 an employee who is transferred to salaried employment as a supervisor, shall retain the

seniority held at the time of such transfer and there shall not be any further accrual of seniority by that employee, so long as he remains in the said salaried employment, and may exercise his/her seniority if placed at work within this Agreement within a six month period.

(c) Each of the said employees in (a) & (b) above shall have seniority rights pertaining to the Occupational Group containing the classification of employees who perform the work in which he/she was last employed under this agreement and may exercise his/her seniority if he/she is again placed at work under this agreement.

**12.09** If an employee with seniority under this Agreement, other than an employee covered by Section 12.08 hereof is placed at work as an employee not covered by this Agreement he/she shall retain seniority rights in his Occupational Group under this agreement which rights may be exercised only if he/she exercises the rights contained in Article 12.10(e) herein during the first three (3) months following placement or for a period not exceeding six months from the date of placement if displaced as the result of Lay-off. Thereafter his/her seniority shall convey no rights under this agreement.

**12.10** If an employee with seniority under the Collective Agreement between the Company and Technical Associates Lodge 1922, I.A.M., hereinafter called the Staff Agreement, other than an employee covered by Section 12.08 hereof, hereafter is placed at work under this Agreement, he shall have seniority under this Agreement as hereby provided, namely:

(a) Seniority shall accrue from the date the employee is placed at work under this Agreement.

(b) An employee placed at work as provided by Section 12.09 of this Agreement shall not be subject to displacement by an employee in the occupation group in which he/she last held seniority under the staff agreement, nor shall he/she be subject to any provisions of this agreement respecting probationary employees.

(c) In the event of Lay-off in the six (6) month period commencing with the date of the transfer the provisions of Article 12.09 herein shall apply.

(d) On the day following the completion of six (6) months of continuous service under this agreement, the seniority he/she last held under the staff agreement, plus any previous seniority under this Agreement shall be added pursuant to Sub-Section 12.10 (a) so that he/she shall have seniority equal to all of his/her seniority accrued under the staff agreement and under this agreement and any previous seniority under this agreement.

(e) At any time within three (3) months after placement the foreman accepting the employee may advise the Personnel Officer that he deems the said employee unsuitable; or within the same three (3) month period the said employee may request to be returned to his former place.

## **SENIORITY LISTS**

**12.11** The Company shall maintain and post seniority lists every four (4) months.

## **ARTICLE 13.00 LAY-OFF AND RECALL**

### **TEMPORARY LAY-OFF**

**13.01** (a) Should breakdown, shortage of materials or other cause of a temporary nature make it necessary to reduce the working force, the employees affected thereby shall be laid off according to seniority without rights elsewhere, provided that such lay-off shall not be longer than three (3) working days, and further provided that seniority shall accrue during such lay-off. In the event of a partial resumption of operations prior to the end of the period of temporary lay-off, employees laid off pursuant to this Section 13.01 and listed under the classifications required, shall be recalled by seniority.

(b) In the event that a lay-off pursuant to sub-section 13.01 (a) the employee shall receive a supplement payment from the Lay-off Credit Plan under Supplement "A" of \$75.00 per day for up to three (3) days he/she is on lay-off.

*Note:* Inclusion of this language is subject to approval of Revenue Canada. The Union will be in receipt of all correspondence between the Company and Revenue Canada regarding the inclusion of this clause.

(c) A temporary recall is defined as a period of work available for a period of less than six (6) weeks. An employee laid off in accordance with Article 13.00, may elect to refuse a recall for less than six (6) weeks without forfeiting seniority rights as defined in Article 13.07 (a). Should an employee refuse a recall of more than six (6) weeks, he/she will forfeit recall rights in accordance with Articles 13.10 and 13.10 (d).

### **LAY-OFF FOR EXTENDED PERIODS**

**13.02** In the event of lay-off, seniority as defined in Section 12.02 and seniority within the Occupational Group as defined in Section 12.03, hereof, shall determine the employees to be retained.

**13.03** The Company shall notify the Union as soon as possible of any lay-off; no employee with seniority shall be laid off without at least one

week (1) notice and no employee who has five (5) years service or more shall be laid off without at least two (2) weeks notice, except in the case of a temporary lay-off pursuant to Section 13.01 hereof.

**13.04** Subject to the provisions of Section 13.05 hereof and excepting employees who have elected lay-off pursuant to Sub-Section 13.11 (a) hereof, no employee with seniority shall be separated from employment without being given opportunity to claim placement in:

(a) any job held by a probationary employee, provided that the senior employee has the ability to competently perform the work to the job standard.

(b) any job held by a less senior employee whose seniority pertains to the same Occupational Group as theirs but whose classification is contained in a different Occupational Group.

They shall be allowed five (5) days familiarization and if they show competence to do the work, they shall be retained in place of such probationary employee or in place of such employee as they may displace under paragraph (b) of this Section 13.04 as the case may be and their classification shall be changed accordingly and they shall be paid the job rate for their new classification. Every employee with seniority displaced pursuant to this Section 13.04 shall be separated from employment by lay-off without prejudice to their right again to claim any job pursuant to paragraphs (a) and (b) of this Section 13.04 and without prejudice to their right to recall to the Occupational Group from which they were laid off.

**13.05** An employee with seniority who, having been laid off from an Occupational Group, is placed at work in a different Occupational Group in place of a probationary employee or in place of an employee with less seniority pursuant to Section 13.04 hereof, shall be deemed not to have been transferred pursuant to Section 12.04 and Article 16.00 hereof. Not later than three (3) months after he is thus placed at work in a different Occupational Group he shall elect either:

(a) to transfer his seniority to the said different Group at the end of the said three (3) months and surrender his right of recall to the Occupational Group from which he was laid-off, or

(b) to retain his seniority in and right of recall to the Occupational Group from which he was laid off and to be separated from employment by lay-off.

**13.06** (a) Executive Officers of the Union, Business Representatives on leave of absence pursuant to Section 15.04 hereof, the Shop Committee members, and not more than two (2) Safety Committee Representatives shall have top seniority in their respective Occupational Groups and shall be retained in employment regardless of seniority so

long as there is work therein that they are competent to perform. Chief Stewards shall have top seniority in their respective Occupational Groups and shall be retained in employment in their respective designated areas regardless of seniority so long as there is work available they are competent to perform.

Eligibility for Top Seniority shall commence on the date of proper notification by the Lodge following his election to one of the aforementioned positions.

(b) An Executive Officer, a Shop Committee Member, a Safety Committee Representative or a Chief Steward, for whom work is not available in his Occupational Group due to a reduction of the work force and who as a result is placed at work in another Occupational Group pursuant solely to Sub-Section 13.06 (a) hereof, shall within three (3) months from the date he is so placed, elect either to transfer his seniority to the new Occupational Group or to retain seniority in his old Occupational Group. If he elects to retain his seniority in his old Occupational Group while working in a Group other than his old Occupational Group and loses his Union Office he shall be separated from employment by lay-off if he would not otherwise have been retained pursuant to Section 13.02 hereof.

**13.07** An employee who has been laid off shall be listed according to seniority for a period of time, which shall be in accordance with the recall schedule contained herein. If not recalled to work during the period of his recall rights his name shall be removed from the list and the Union shall so be advised.

All employees with seniority shall have recall rights equal to their own seniority at the date of lay-off but not exceeding four and one-half (4<sup>1/2</sup>) years.

**13.08** When work is available in any occupational group from which there has been a lay-off, seniority in the same at the time the work becomes available shall determine the employees to be recalled. Every previous employee then having seniority in the said occupational group shall be recalled before any other person is hired into or transferred into it unless said transfer takes place solely within the occupational group.

**13.09** Recall shall be by telephone with a confirmation letter sent by registered mail or a personal interview with a letter of confirmation. If an employee cannot be reached by telephone, recall shall be by registered mail to the address last filed by the employee with the Company. The Union shall receive a copy of each letter of recall or letter of confirmation of each recall. An employee with seniority on lay-off must keep the Company informed by registered mail, of any change of address.

**13.10** If within five (5) working days after the date of mailing notice of recall an employee shall have failed to notify the Company that they intend to return to work or if within ten (10) working days of the same date an employee shall have failed to return to work or to have provided a satisfactory reason that they are unable to return because of an accident or illness or other sufficient cause, they shall lose all seniority and their name shall be removed from the seniority list, except as is otherwise provided by sub-section 13.11 (b) hereof, and further provided that under extenuating circumstances, seniority lost pursuant to this section 13.10 may be restored as provided by section 12.07 hereof.

**13.11** (a) Any employee with seniority who is affected by lay-off may elect to be separated from employment by lay-off rather than accept employment in another classification within the Occupational Group to which he is entitled by reason of his seniority. Any employee who so elects shall be separated from employment by lay-off and shall thereafter have recall rights only to the classification from which he was so separated, notwithstanding the provisions of Section 13.08 hereof.

(b) Any previous employee with seniority who is laid off may elect to remain laid off rather than accept recall to employment in a classification within the Occupational Group to which he is entitled by reason of his seniority, other than in the classification from which he was separated from employment by lay-off. Any previous employee who so elects shall remain laid off and shall thereafter have recall rights only to the classification from which he was separated from employment by lay-off, notwithstanding the provisions of Section 13.08 hereof.

### **Repromotions**

(c) Any employee with seniority who is downgraded due solely to the effect of lay-off from one classification to another classification in the same Occupational Group and who has continuously held seniority in that same Occupational Group since his downgrading, shall be entitled in order of seniority as work is available, to repromotion to the classification from which he was downgraded, before any other person is placed at work in that classification, except as otherwise provided for previous employees with limited recall rights pursuant to Sub-Section 13.11 (d) hereof. Any employee who declines a repromotion shall again be entitled to repromotion only if he is subsequently downgraded due solely to the effect of another lay-off and then only to the classification from which he was subsequently downgraded.

### **Limited Recall**

(d) When work is available in the classification from which he was separated from employment by lay-off, any previous employee with seniority who is laid off pursuant to Sub-Section 13.11 (a) hereof or

pursuant to Sub-Section 13.11 (b) hereof, shall be entitled to recall in order of seniority, only to the classification from which he was separated from employment by lay-off, and only after all more senior previous employees have been recalled pursuant to Section 13.08 hereof and only after all more senior employees have been given the opportunity to exercise any rights to repromotion to that classification pursuant to Sub-Section 13.11 (c) hereof.

## **LAY-OFF CREDITS AND PAYMENTS**

**13.12** (a) Subject to the terms and conditions of the Lay-Off Credit Plan attached hereto as Supplement 'A':

(i) every employee with seniority who is separated from employment by lay-off pursuant to this Article 13.00, shall be credited, effective January 1, 2008 with \$140.00 for each completed three (3) months of continuous employment by the Company up to a maximum of \$3,640.00.

(ii) against which he may claim, subject to the provisions of the said Supplement 'A', effective January 1, 2008, payment of \$140.00 for each week Employment Insurance benefit is received while thus separated until the said credit is exhausted so long as he has not lost seniority pursuant to Section 11.03 hereof. The Company will make payment pursuant hereto and pursuant to the said Supplement 'A' in respect of any claim for a payment of, effective January 1, 2008, payment of \$140.00 per week on evidence of receipt by the laid off employee of Employment Insurance benefit if presented within two (2) weeks of receipt of such benefit.

(iii) The vested interest of an employee covered by this agreement shall be limited to the receipt of payments for covered periods of unemployment in accordance with 12.13 (a) (ii) herein and the maximum benefit shall be as proscribed by Employment and Immigration Canada Regulations.

(b) Definitions - For the purpose of this Article:

(i) 'employment' means and includes every circumstance during which an employee accrues seniority pursuant to this Agreement except accrual of seniority during lay-off.

(ii) 'completed three (3) months of continuous employment' includes such employment before and after a period of lay-off or a period during which seniority is not lost but is not accrued.

### **Recall and Further Lay-Off**

(c) Should an employee return to work on recall pursuant to Article 13.00 hereof or be otherwise re-employed by the Company any

remaining balance of credit established pursuant to Sub-Section 13.12 (a) hereof shall be cancelled. If subsequently they are again separated from employment by lay-off an amount equal to the said cancelled balance shall immediately be credited to them and further credits accrued subsequent to their return to work shall be added thereto pursuant to paragraph (1) of Sub-Section 13.2(a) hereof, effective January 1, 2008 up to a total maximum credit of \$3,640.00.

### **Termination of Credit Where There is no Recall**

(d) Any credit or unused balance of credit established for an employee pursuant to this Section 13.12 shall be cancelled if he has not returned to work within, the period designated in the Recall Schedule, Article 13.07 herein, from the date he was separated from employment by lay-off, or at any time that he loses seniority pursuant to Section 12.06 hereof.

### **Proviso**

(e) The provisions of this Section 13.12 are conditional upon allowance by tax authorities under Canadian or Provincial law of any and all cost to the company pursuant hereto, failing which this Section 13.12 shall be null and void.

### **SPECIAL LAYOFF & RECALL**

**13.13** Notwithstanding the provision of Article 13.00, Lay-off and Recall, in the event of a lay-off, which is known at the time to be a temporary period not to exceed 36 weeks, the parties may confer to arrange a lay-off basis of inverse seniority.

If the number of employees to be laid off on an inverse basis under such a special provision would adversely affect the efficiency of the Department(s) concerned, Management may decline to effect such inverse lay-off.

### **ARTICLE 14.00 DISMISSAL**

**14.01** With reasonable promptitude the Company shall notify the Union in writing of any dismissal and on request from the Union the Company shall furnish the reason for the same.

**14.02** An employee with seniority who feels that he has been unjustly dismissed may present a grievance and the same shall be entered at the Third Step of the Grievance Procedure provided by Article 9.00 hereof, provided that the right to grieve shall be deemed to be waived if a grievance has not been presented within five (5) working days after the separation of employment.

**14.03** Failing settlement by the said grievance procedure, a grievance regarding dismissal may be submitted to arbitration as provided by Article 10.00 hereof, and the arbitrator shall make such settlement as he deems just.

### **ARTICLE 15.00 LEAVE OF ABSENCE**

**15.01** Leave of absence without pay granted by the Company for a period of thirty (30) calendar days or less shall be without loss of seniority and with accrual of seniority. The Company shall inform the Union (Chairman of the Shop Committee) of such leaves of absence granted.

**15.02** The Company shall inform the Union of leave of absence without pay granted by the Company for more than thirty (30) calendar days. Such leave of absence shall occasion loss of all seniority except as otherwise agreed between the Company and the Union.

**15.03** On request from the Lodge the Company shall grant leave of absence without pay to the officers of the Lodge or their delegates for the transaction of Union business provided that such leave of absence shall not exceed three (3) calendar days in any calendar month for any such employee, except:

(a) Upon proper notification from the Lodge, the Company shall grant leave of absence to members of the Negotiating Committee for such periods that shall be mutually agreed upon during the two (2) calendar months that immediately precede negotiations and until such time as a new contract is signed. The Lodge shall undertake to request leave of absence for regular negotiation committee meetings forty-eight (48) hours in advance and the Company shall undertake to advise the Lodge promptly of any unforeseeable circumstances causing postponement of a scheduled meeting.

(b) Leave of absence not exceeding two (2) weeks at any one time shall be granted such officers or delegates for the purpose of attending Trade Union conferences.

**15.04** (a) On request from the Union the Company shall grant leave of absence without pay to an employee elected by Local 717T for the purpose of his full-time employment by the Union or the International Association of Machinists and Aerospace Workers, provided that the number of employees who at any time shall be granted such leave shall not exceed two (2) at any given time. Seniority and entitlements pursuant to Section 13.12 hereof, shall continue to accrue during such leave of absence.

(b) Benefits provided to employees under Articles 26.00 and 34.00 shall be extended to employees granted Leave of Absence in accordance with Article 15.04 herein.

**15.05** Failure of an employee to provide proof of inability to work due to illness or injury within 15 working days following a request for such proof made by registered mail to the employee's last recorded address shall cause such employee to lose his/her seniority under this Collective Agreement. The Company may require evidence of the employee's fitness to resume his previous occupation.

Seniority shall accrue during sick leave.

**15.06** Upon production of proof satisfactory to the Company, an employee running for political office, Municipal, Provincial or Federal, shall be granted a leave of absence without pay for a period not to exceed six (6) weeks prior to the date of the election, without loss of seniority and with accrual of seniority.

## **PREGNANCY AND PARENTAL LEAVE**

**15.07** The Company shall provide unpaid pregnancy leave in accordance with the current Employment Standards Act. – and should the employee fail to return to work when the leave has ended, said employee shall be deemed to have resigned unless an extension has been mutually agreed to in writing,

## **ARTICLE 16.00 TRANSFERS**

**16.01** Without prejudice to the rights reserved in Section 3.01 hereof, the Company desires to place its employees to the best mutual advantage. To this end the Company undertakes to entertain request for transfers to the provisions of this Article 16.00.

**16.02** Transfer may be requested only by an employee with seniority.

**16.03** A request for transfer shall be specific request for transfer from one work area or occupational classification to another; it shall not merely express a desire to transfer.

**16.04** An employee requesting a transfer shall present the request in writing on a form supplied by the Human Resources Department. The form will indicate the appropriate distribution, which will include the union and will be available throughout the plant.

**16.05** An employee may submit up to four (4) transfer requests in any twelve (12) month period. A maximum of two (2) requests may be for positions within the occupational group where his job classification

resides and two (2) requests may be for positions outside his occupational group.

**16.06** The selected applicants will be transferred after all employees with seniority in the affected occupational group have been recalled with the exception of those employees affected by the provisions outlined in article 13.08.

**16.07** Seniority employees will be granted transfers to a permanent opening in the following manner:

(a) the company will advise employees by placing notification on bulletin boards for a period of three (3) working days.

(b) employees applying for a transfer to a permanent opening must submit a transfer request in accordance with articles 16.04 and 16.05.

(c) employees applying for a transfer to permanent openings must submit their request for a transfer to the Human Resources Department within three (3) working days of the posting notice. A member of the Shop Committee may submit transfer requests on behalf of an employee on lay-off providing that employee has advised the Human Resources Department that he/she is unable to meet the time frame for submission. The Human Resources Department will review the resume for the purpose of determining if the employee submitting the transfer request has the appropriate qualifications to proceed for an interview.

(d) employees applying for a transfer to a permanent opening and have been adjudged to have the appropriate qualifications will be interviewed for the purpose of determining their skills and ability to perform the work. An employee must be available for the interview or assessment within five (5) days of the posting notice.

(e) As soon as the job(s) are filled, the Company will advise employees by placing notification on bulletin boards with a copy to the union of the name(s) of the incumbent who has filled the job(s) and the date the transfer would take effect. The Human Resources department will advise the unsuccessful interviewed candidates by letter.

**16.08** Transfers will be based on qualifications and ability to perform the work. When qualifications and ability are relatively equal, seniority shall prevail.

Determination of qualifications and ability shall be made by the Company and may be subject to the Grievance Procedure. The Company shall make such determination in a fair manner and an objective basis, which may include the employee's written record.

**16.09** Upon an employee's transfer to another classification in another occupational group, he will after three (3) calendar months transfer his

seniority to the new occupational group and he will not be eligible for transfer to another classification for a period of one year.

**16.10** At any time within three (3) calendar months after transfer, the supervisor accepting the employee on transfer may advise the Human Resources Department that the said employee is unsuitable; or within the same three (3) calendar months, the said employee may request to be returned to his/her former classification. Such employee will exercise his seniority in his/her former classification and occupational group, seniority permitting.

### **ARTICLE 17.00 PROMOTIONS**

**17.01** Without prejudice to the right reserved in Article 3.00 hereof, the company shall take seniority into consideration when making promotions and where in the Company's opinion essential qualifications are equal, seniority shall be the determining factor. The Company shall notify the Union of the proposed appointment of Lead Hands.

### **ARTICLE 18.00 POSTING NOTICES**

**18.01** The Union may post notices at specific places on Company premises upon approval of the Company.

### **ARTICLE 19.00 PHYSICALLY HANDICAPPED EMPLOYEES**

**19.01** Physically handicapped employees shall be permitted to clock out five (5) minutes before stopping time. When reasonable and possible, special provisions shall be made for parking facilities for physically handicapped employees.

**19.02** All accommodations under this clause shall be subject to the approval and at the sole discretion of a certified Health Care Specialist appointed by the Company.

### **ARTICLE 20.00 HOURS OF WORK AND SHIFT ARRANGEMENTS**

**20.01** The standard hours of work shall be as provided by one or other of the following standard shift arrangements as the Company shall deem proper for each of its various operations.

(a) A single shift of eight (8) hours, not including a lunch period called "Standard Day Shift", worked on five (5) days each week from Monday to Friday inclusive.

(b) Two (2) alternating shifts each of eight (8) hours not including a lunch period worked on five (5) days each week from Monday to Friday inclusive, one shift working the same hours as and

being also called the "Standard Day Shift" and the second shift being called the "Standard Night Shift". The shifts shall change every two (2) weeks. Employees working on the Standard Night Shift shall be paid the premium provided by Section 23.01 hereof for a second shift.

(c) Three (3) alternating shifts each of eight (8) hours with lunch taken on the job, worked on five (5) days each week from Monday to Friday inclusive and collectively called "Five-Day Continuous Shifts". The shifts shall change every two (2) weeks.

Employees working on the second shift shall be paid the premium provided by Section 23.01 hereof for a second shift; employees working on the third shift shall be paid the premium provided by Sections 23.01 hereof for a third shift, and the third shift shall be of seven (7) hours duration with lunch taken on the job, worked five (5) days each week from Monday to Friday inclusive. (Employees working a full third shift shall receive the equivalent of eight (8) hours pay.)

(d) In addition to the "Standard" two (2) shift operation as specified in 20.01 (b) herein, there shall be a "Special" two (2) shift operation as an alternative.

Two (2) alternating shifts, the first of eight (8) hours, nor including a lunch period worked four (4) days each week Monday to Thursday inclusive, the second ten (10) hours not including a lunch period worked four (4) days each week Monday to Thursday inclusive.

- Qualification for Holiday Pay - 10 Hours
- Holiday Observed on Friday - 30 Hours Worked Monday, Tuesday & Wednesday
- Holiday Observed on Monday - 30 Hours Worked Tuesday, Wednesday & Thursday
- When absence during these periods is justified and proved, the above qualifications may be waived by the Company. Disqualification for Holiday Pay ten (10) hours shall apply to one (1) shift when the Holiday comprises more than one (1) shift.

Employees shall be given at least two (2) weeks notice if the shift is to change from "Standard Night Shift" to "Special Night Shift" or vice-versa provided by Section 20.01 herein.

All departments will work shifts, which are consistent, and any change in the shift arrangement shall be discussed with the Union before said notice is given to the employees required to change.

(e) For Janitors on night duty a single shift of eight (8) hours not including a lunch period, worked on five (5) nights each week from

Monday to Friday inclusive. Employees on the said shift shall be paid the premiums provided by Section 23.01 hereof for a third shift.

(f) Two (2) alternating shifts of eight (8) hours not including a lunch period, called "Clean-Up Shifts" worked on five (5) days each week from Monday to Friday inclusive, on a schedule of starting and stopping times which permits work during the between-shifts periods of the standard shifts provided by Sub-Section 20.01 (b) hereof.

"Clean-Up Shifts" shall be employed in scrap removal and like operations. The shifts shall change every four (4) weeks. Employees working on the night shift shall be paid the premium provided by Section 23.01 hereof for a third shift.

(g) A single shift of eight (8) hours not including a lunch period called the "Shipping & Receiving Shift", to be used solely by employees in Occupational Group 024, worked on five days each week from Monday to Friday inclusive. Should more than one (1) employee be required to work this shift, mutual concurrence is required by both the Company and the Union. Employees working the Shipping & Receiving shift will be paid shift premiums in accordance with Article 23.01.

**20.02** The normal starting and stopping times shall be as provided by Appendix 1 annexed to this Agreement.

**20.03** At its discretion the Company may change starting and stopping times by not more than one (1) hour from the normal times provided by Section 20.02 hereof provided that the duration of any shift shall not be other than that provided by Section 20.01 hereof and further provided that at least one (1) week in advance of any such change the Company shall notify the Union and the employees affected.

**20.04** An employee shall be given at least two (2) weeks notice if he is required to change from one to another of the standard shift arrangements provided by Section 20.01 hereof. Any change of a department or section thereof from one standard shift arrangement to another shall be discussed with the Union before the said notice is given to the employees who are required to change.

**20.05** The Company shall at all times take reasonable steps to give employees advance notice of any change or cancellation of regular working hours. Any employee not so notified who reports for work at his regular starting time shall be guaranteed four (4) hours work or shall receive four (4) hours pay at his regular rate unless any such change or cancellation of regular working hours is due to circumstances beyond the control of the Company such as fire or power failure. To qualify for the said four (4) hours pay an employee may be required to perform such work as is available except work of a higher classification.

**20.06** All shifts provided by this Article 20.00 shall be paid at straight time.

### **Time Cards**

**20.07** Every employee shall swipe his/her badge card immediately upon entering and immediately before leaving the Plant. Employees reporting without their badge must report to security prior to entering the building. Should he/she fail to swipe his/her badge card without sufficient reason, he shall lose one-quarter (1/4) hours pay for each such failure.

**20.08** Late starting up to fifteen (15) minutes on any one shift or a total of fifteen (15) minutes during any pay period shall not be deductible. Lateness totalling over fifteen (15) minutes but not exceeding thirty (30) minutes during one pay period shall be calculated and deducted as thirty (30) minutes. Lateness in excess of thirty (30) minutes shall be calculated and deducted to the next 15-minute period. The above noted late starting applies solely to the start of the employees regular shift and not to the lunch period.

**20.09** It is agreed that all employees will co-operate to the best of their ability with regards to notifying the Guard at the Gate House, prior to the commencement of their shift, that they will be absent at the start of the shift.

## **ARTICLE 21.00 OVERTIME**

**21.01** An employee shall be compensated for overtime as follows:

(a) For authorized overtime following scheduled shift hours, time and one-half shall be paid for four (4) hours or less and at double time thereafter until there is a break of at least eight (8) consecutive hours, except that the said four (4) hours or less at time and one-half shall be reduced by such overtime, if any, as has been worked before scheduled shift hours.

(b) For authorized overtime following scheduled shift hours for an employee working the second shift as defined in Article 20.01 (d) herein, time and one-half shall be paid for two (2) hours or less and at double time thereafter until there is a break of at least eight (8) consecutive hours, except that the said two (2) hours or less at time and one-half shall be reduced by such overtime, if any, as has been worked before scheduled shift hours.

(c) For authorized time worked on Saturdays they shall be paid time and one-half for eight (8) hours or less and double time after eight (8) hours, except as provided by Section 20.05 hereof.

(d) For authorized time worked on Sundays they shall be paid double time.

**21.02** All authorized time worked on a Holiday or half-holiday provided by Article 22.00 hereof, shall be paid for at double time in addition to the payment provided by the said Article 22.00.

**21.03** In this Article 21.00 "authorized time worked" shall mean work requested and properly authorized by a foreman or supervisor, and shall not mean work by mutual arrangement between employees for their own convenience.

**21.04** An employee who has completed his regular shift and has clocked out and is then recalled to work extra time shall receive a minimum of four (4) hours pay on the appropriate overtime basis, pursuant to Sub-Section 21.01 (a) and Sub-Section 21.02 (a) hereof; an employee who on reasonable notice is required to start not more than four (4) hours before his regular starting time shall not be deemed to be called in pursuant to this Section 21.05 but shall be paid double time for the time he actually works before his regular starting time.

**21.05** Overtime Premium shall be calculated on the employee's base hourly rate excluding all bonus and Premiums unless otherwise provided by this Agreement.

**21.06** The company agrees to administer, whenever possible, fair and equitable distribution of overtime within the specific cell or department where the overtime is required.

## ARTICLE 22.00 HOLIDAYS

**22.01** Except as otherwise provided in Section 22.02 hereof, every employee with one (1) months service or more shall be paid for one (1) Standard Shift (except as noted) for each of the following thirteen (13) Holidays per year to be taken on the dates designated.

	2008	2009	2010	2011	2012
New Year's Day	N/A	Thurs. Jan. 1 Fri. Jan. 2	Fri. Jan. 1	<del>Mon. Jan. 3</del>	<del>Mon. Jan. 2</del>
Family Day	N/A	N/A	N/A	Mon. Feb. 21	Mon. Feb. 20
Good Friday	N/A	Fri. April 10	Fri. April 2	Fri. Apr. 22	Fri. Apr. 6
Victoria Day	N/A	Mon. May 18	Mon. May 24	Mon. May 23	Mon. May 21
Canada Day	N/A	Fri. July 3	Fri. July 2	Fri. July 1	Mon. July 2
Civic Holiday	N/A	<del>Mon. Aug. 3</del>	Mon. Aug. 2	Mon. Aug. 1	Mon. Aug. 6
Labour Day	Mon. Sept. 1	Mon. Sept. 7	Mon. Sept. 6	Mon. Sept. 5	Mon. Sept. 3
Thanksgiving	Mon. Oct. 13	Mon. Oct. 12	Mon. Oct. 11	Mon. Oct. 10	Mon. Oct. 8
Christmas	Wed. Dec. 24	Thurs. Dec. 24	Fri. Dec. 24	Fri. Dec. 23	Mon. Dec. 24
	Thurs. Dec. 25	Fri. Dec. 25	Mon. Dec. 27	Mon. Dec. 26	Tues. Dec. 25
	Fri. Dec. 26	Mon. Dec. 28	Tues. Dec. 28	Tues. Dec. 27	Wed. Dec. 26
	Mon. Dec. 29	Tues. Dec. 29	Wed. Dec. 29	Wed. Dec. 28	Thurs. Dec. 27
	Tues. Dec. 30	Wed. Dec. 30	Thurs. Dec. 30	Thurs. Dec. 29	Fri. Dec. 28
	Wed. Dec. 31	Thurs. Dec. 31	Fri. Dec. 31	Fri. Dec. 30	Mon. Dec. 31

	<b>2013</b>	<b>2014</b>
New Year's Day	Tues. Jan. 1	Wed. Jan. 1
Family Day	N/A	Mon. Feb. 17 (optional Dec. 24)
Good Friday	Fri. Mar. 29	Fri. April 18
Victoria Day	Mon. May 20	Mon. May 19 Mon. June 30
Canada Day	Mon. July 1	Tues. July 1
Civic Holiday	<del>Mon. Aug. 5</del>	<del>Mon. Aug. 4</del>
Labour Day	Mon. Sept. 2	Mon. Sept. 1
Thanksgiving	Mon. Oct. 14	N/A
Christmas	Mon. Dec. 23 Tues. Dec. 24 Wed. Dec. 25 Thurs. Dec. 26 Fri. Dec. 27 Mon. Dec. 30 Tues. Dec. 31	N/A N/A N/A N/A N/A N/A N/A

**22.02** Holiday pay will not be paid to any employee who has not earned wages for a 2-week period immediately preceding the Holiday.

**22.03** By agreement of the parties hereto another day off may be substituted for and observed instead of a Holiday.

**22.04** Holidays for the third shift pursuant to Sub-Section 20.01 (c) and 20.01 (d) hereof, shall be declared either the eve of a Holiday or on the Holiday, whichever is more suitable to the occasion.

## **ARTICLE 23.00 SPECIAL ALLOWANCES**

### **SHIFT PREMIUMS**

**23.01** The shift premiums to be paid pursuant to Section 20.01 hereof shall be as follows:

#### **Second Shift**

Effective September 6, 2003 \$0.85 cents per hour

#### **Third Shift**

Effective September 6, 2003 \$0.90 cents per hour

### **LEAD HANDS**

**23.02** A Lead Hand shall be paid the rate for his classification plus twenty-five cents (\$.25) per hour, or twenty-five cents (\$.25) per hour the total rate shall be his base hourly rate for the purpose of calculating overtime. Effective June 1, 1993, increase to forty cents (\$.40) per hour and effective June 1, 1994, increase to fifty-five cents (\$.55) per hour.

### **TRAVEL PAY**

**23.03** Employees required to travel on Company business shall, while travelling to and from their temporary place of duty, be paid their regular

rates of pay at straight time up to a maximum of sixteen (16) hours in any twenty-four (24) hour period for all time spent in travelling. Such time spent while travelling shall not be taken into consideration when computing overtime.

## **BEREAVEMENT ALLOWANCE**

**23.04** (a) When a bereavement occurs in the immediate family of an employee, the employee shall be allowed five (5) working days off with pay, which working days shall fall within the date of the bereavement and the day following the date of the funeral except that should an employee not attend the funeral the time allocated shall be reduced by two (2) working days. An employee's immediate family shall mean his/her father, mother, brother, sister, son or daughter.

(b) When bereaved of mother-in-law, father-in-law, grandmother, grandfather, granddaughter or grandson, (add brother-in-law, sister-in-law year 2013), an employee shall be allowed three (3) days off with pay except that when an employee shows proof that he/she was the person responsible for all arrangements, the allowance shall be increased by two (2) days in accordance with the conditions of Article 23.04 (a) herein.

(c) For an employee's spouse (wife/husband), he/she shall be allowed 5 working days off with pay.

(d) A claim for bereavement allowance must be presented within two (2) weeks of return to work following the bereavement.

## **JURY DUTY AND CROWN WITNESS**

**23.05** Employees required to serve on Jury Duty and employees required to serve as Witnesses for the Crown shall be paid the difference between the straight time rate they would have earned and the amount they receive for Jury Duty or for witness fees as the case may be.

## **SAFETY SHOES**

**23.06** The wearing of safety footwear that meets CSA approval shall be mandatory and a condition of employment. The Company will contribute ninety (90) dollars per year to be paid January each year, for the purchase of CSA safety footwear.

## **ARTICLE 24.00 PAYMENT OF WAGES**

**24.01** Wages due (including vacation pay) shall be paid every seven (7) days and one week in arrears by direct deposit at a Canadian chartered bank or other financial institution directed by the employee. An electronic

statement of total earning and deductions shall be provided, commencing January 1<sup>st</sup> 2009.

**24.02** An employee with seniority hired before the date of ratification in 2008 who successfully applies for and retains a job in a higher wage group will be paid the next highest rate in such wage group above his/her current rate. He/she shall have his/her wage increased thereafter in accordance with Appendix 2 and above.

Appendix 2 notwithstanding section Appendix 1, 2, 3, 4, 5 and 24.00, the wage of a probationary employee hired after the date of ratification will be determined in accordance with the following progression:

*Wage for the first 6 months – 70% of the Job Rate for their classification*

- 1. For 6 months to 12 months – 75% of the Job Rate for their classification*
- 2. For 12 months to 18 months – 77% of the Job Rate for their classification*
- 3. For 18 months to 24 months – 79% of the Job Rate for their classification*
- 4. For 24 months to 30 months – 83% of the Job Rate for their classification*
- 5. For 30 months to 36 months – 87% of the Job Rate for their classification*
- 6. For 36 months to 42 months – 93% of the Job Rate for their classification*
- 7. After 42 months – 100% of the Job Rate for their classification*

## **ARTICLE 25.00 ANNUAL VACATION WITH PAY**

**25.01** Every employee who at June 30th has been in continuous service of the Company and its predecessors:

Vacation premiums will be reduced by (1.5) one and one half days for each calendar year until said premiums have been reduced to zero.

(a) for thirty-five (35) years or more, shall receive six (6) weeks vacation, with pay equal to (2009 32.5 days pay, 2010 31 days pay, 2011 30 days pay) , at the highest base rate for his classification between the preceding July 1st to June 30th.

(b) for thirty (30) years or more, shall receive five (5) weeks vacation, with pay equal to (2009 32.5 days pay, 2010 31 days pay, 2011 29.5 days pay, 2012 28 days pay, 2013 26.5 days pay, 2014 25 days pay), at the highest base rate for his classification between the preceding July 1st to June 30th.

(c) for twenty-five (25) years or more, shall receive five (5) weeks vacation, with pay equal to (2009 29.5 days pay, 2010 28 days pay, 2011 26.5 days pay, 2012 25 days pay), at the highest base rate for his classification between the preceding July 1st to June 30th.

(d) for twenty (20) years or more, shall receive five (5) weeks vacation with pay equal to (2009 28.5 days pay, 2010 27 days pay, 2011

25.5 days pay, 2012 25 days pay), at the highest base rate for his classification between the preceding July 1st to June 30th.

(e) for fifteen (15) years or more, shall receive four (4) weeks vacation, with pay equal to (2009 20.75 days pay, 2010 20 days pay), at the highest base rate for his classification between the preceding July 1st to June 30th.

(f) for ten (10) years or more, shall receive four (4) weeks vacation, with pay equal to (2009 20 days pay), at the highest base rate for his classification between the preceding July 1st to June 30th.

(g) for five (5) years or more, shall receive three (3) weeks vacation, with pay equal to (2009 15.75 days pay, 2010 15 days pay), at the highest base rate for his classification between the preceding July 1st to June 30th.

(h) for three (3) years or more, but less than five (5), shall receive three (3) weeks vacation with pay equal to (2009 15 days pay), at the highest base rate for his classification between the preceding July 1st to June 30th.

(i) for one (1) year or more, shall receive two (2) weeks vacation, with pay equal to four per cent (4%) of their total earnings with the Company during year ending June 30th.

(j) for less than one (1) year, shall receive vacation pay equivalent to four per cent (4%) of their total earnings with the Company during the period of their employment ending June 30th.

(k) An employee upon completion of Weekly Indemnity Benefits (52 weeks or return to work) shall receive his/her vacation pay qualified for under this article. An employee not returning to work and qualifying for either Long Term Disability benefits or Total Disability benefit shall not accrue further vacation credits.

(1) Vacations shall be taken in units of five (5) consecutive working days.

**25.02** Vacation pay shall not be paid for vacation not taken except to an employee who quits or is dismissed or is laid off; an employee who has been temporarily laid off as provided by Section 13.01 hereof, shall receive vacation pay at the time of his vacation. Effective July 1, 1996 "Vacation pay will only be paid when an employee actually takes a week or more of his/her scheduled vacation."

**25.03** "Total Earnings" for the purpose of this Article 25.00 shall mean the total amount of wages, vacation pay, cost-of-living bonus, Workers' Compensation payments, Weekly Indemnity payments pursuant to Sub-

Section 26.01 (a) hereof and the allowances provided in Article 23.00 hereof.

**25.04** Vacations in respect of any year or part thereof ending June 30th shall be taken during the immediately succeeding year ending June 30th.

**25.05** Vacations shall be taken either during a plant shutdown or by other arrangement at the discretion of the Company. Four (4) weeks or five (5) weeks or six (6) weeks vacation shall normally be one continuous period, including any such plant shutdown but the Company shall have the right to request an employee who is entitled to six weeks vacation to forego one week of vacation or to request an employee to take one such week of vacation at a time mutually agreeable to the employee and the Company. Any employee, whose service with the Company terminates, shall receive in lieu of vacation pay, vacation credits to the amount of four percentum (4%) of his total earnings in the current period, or six percentum (6%) if he is entitled to three (3) weeks vacation subject to Sub-Section 25.01 (h) hereof; or six and one-half percentum (6 1/2%) if he is entitled to three (3) weeks vacation pursuant to Sub-Section 25.01 (g), or seven and three quarters percentum (7 3/4%) if he is entitled to four (4) weeks vacation pursuant to Sub-Section 25.01 (f) hereof, or eight and one-half percentum (8 1/2%) if he is entitled to four (4) weeks vacation pursuant to Sub-Section 25.01 (e) hereof, or eleven and a half percentum (11 1/2%) if he is entitled to five (5) weeks vacation pursuant to Sub-Section 25.01 (d) hereof; or twelve percentum (12%) if he is entitled to five (5) weeks vacation pursuant to Sub-Section 25.01 (c) hereof; or thirteen percentum (13%) if he is entitled to five (5) or six (6) weeks vacation pursuant to Sub-Section 25.01 (a) and (b) hereof.

An employee recalled in accordance with Article 13.00 herein, shall if entitled to Vacation Pay in accordance with Paragraphs 25.01 (a), (b), (c), (d), (e), (f), (g) and (h) receive vacation pay calculated on a pro rata basis equivalent to 1/ 12 for each completed month of service to June 30th.

The Company shall announce its vacation programme not later than February 15th each year.

**25.06** None of the holidays provided by Article 22.00 hereof, shall be part of the annual vacation with pay provided by this Article 25.00.

## **ARTICLE 26.00 GROUP INSURANCE**

**26.01** (a) The Company will provide and bear the entire cost of:

(i) Life Insurance and A.D. & D.

(ii) Weekly Indemnity for Non-Occupational accidents and sickness

- (iii) Long Term Disability Insurance
- (iv) Hospital and Nursing Expense Insurance
- (v) Drug benefits and ambulance coverage
- (vi) Employee Assistance Program 'EAP'  
(effective January 1<sup>st</sup>, 2009)

Above benefits are explained in detail in Appendices 9 – 13 **INDEX – INSURANCE COVERAGE PAGE 76.**

(b) The Company will pay premiums for employees and their dependents under the Ontario Health Insurance Plan (O.H.I.P.).

(c) The Company will bear the cost of hospital benefits in addition to the Ontario Health Insurance Plan (O.H.I.P.) to provide coverage for semi-private accommodation for employees and their insured dependents without limit as to the duration of coverage.

(d) The Company will bear the cost of the Ontario Health Insurance Plan (O.H.I.P.) premium which falls due within thirty-one (31) days of the termination of employment for an employee laid off pursuant to Article 13.00.

(e) Drug coverage shall be provided to cover the cost of drugs prescribed during the first two (2) months immediately following retirement of an employee from active employment.

**26.02** Group Insurance coverage for an employee and his eligible dependents, shall commence as soon as he has completed three (3) months of full time employment by the Company and shall terminate on the last day of the calendar month during which he last earned wages, except that insurance coverage for an employee, including an employee on sick leave pursuant to Section 15.05 hereof.

(a) who is laid off pursuant to Article 13.00 hereof, shall terminate immediately after thirty-one (31) clear days have elapsed from the date of his separation from employment by lay-off or from the last day for which he was paid in lieu of notice of lay-off, or –

(b) in the event of his death, shall terminate immediately after thirty-one (31) clear days have elapsed from the date of his death, or –

(c) in the event of retirement, coverage shall be extended to cover the cost of drugs prescribed during the first two (2) months following retirement.

**26.03** (a) The Life Insurance benefits, available for employees only and not for their dependents are as defined in Appendix 10.

(Applicable to employees actively at work on and after the effective dates.)

(b) an employee retiring from active employment at the normal retirement age on or after September 10th, 1992 shall be issued with a paid-up policy of Life Insurance in the amount of \$1,500.00.

## **DENTAL PLAN**

**26.05** (a) The Company will provide and bear the cost of benefits in accordance with the Great West Life Standard Dental Policy. The provisions provided under the Blue Cross Rider #2 will still be in effect.

Effective the beginning of the month, The ODA fee guide is as follows:

January 1, 2009	2008 ODA Fee Guide
January 1, 2010	2009 ODA Fee Guide
January 1, 2011	2010 ODA Fee Guide
January 1, 2012	2011 ODA Fee Guide
January 1, 2013	2012 ODA Fee Guide
January 1, 2014	2013 ODA Fee Guide

b) Effective the first of the month following ratification, Orthodontic coverage - 50% coverage to a maximum of \$1,500 lifetime – Age limit 6 - 19 years old. Co-insurance of 50% between Company and Employee – age limit 6-22 years old for children in school.

(c) Effective the first Saturday following ratification

(i) Major dental paid at 50% by employer and 50% by employee for actual cost of treatment per the allowable ODA Fee Guide. e.g. caps & crowns.

(ii) Effective January 1, 2005, a \$2,500.00 yearly cap per eligible family member on dental both minor and major care (Separate from Orthodontic maximum of \$1,500).

(iii) \$1,000.00 yearly cap per eligible family member on dental both minor and major care for new employees (subsequent to November 16, 2002) for the first two years of employment.

(iii) 100% coverage on root canal per applicable ODA Fee Guide.

## **Prosthetic Appliance and Durable Medical Equipment Plan and Hearing Aid Expense Benefit Plan**

**26.06** The Company will provide and bear the cost of premiums to cover a Prosthetic Appliance and Durable Medical Equipment Plan and a Hearing Aid Expense Benefit Plan (Blue Cross or alternative insurer). Coverage for benefits provided in 26.05 and 26.06 herein shall commence

on the first day following completion of three months service or the first day of the calendar month following recall and shall terminate on the last day of the month in which an employee's service terminates.

**26.07 Chiropractic, Physiotherapy, Massage Therapist**

Up to a maximum of \$300.00 for each practitioner in any one calendar year.

**26.08 Vision Care**

Effective (see dates and amounts below) every 24 months.

Effective: January 1, 2009 \$150.00 to \$170.00  
 January 1, 2010 \$170.00 to \$190.00  
 January 1, 2011 \$190.00 to \$210.00  
 January 1, 2012 \$210.00 to \$230.00  
 January 1, 2013 \$230.00 to \$250.00

Each employee and their eligible dependants are entitled to one eye examination every 24 months.

There is a cost sharing 50% split equally between the Company and the Employee. The following will be the cost sharing rates (per month) for single and family coverage.

	Jan. 1, 2010					
Single	\$1.25	\$1.38	\$1.51	\$1.66	\$1.83	\$2.01
Family	\$3.50	\$3.85	\$4.24	\$4.66	\$5.12	\$5.64

**26.09** In the event that Provincial Legislation amends negotiated coverage(s), the Company and the Union agree the specific item(s) be subject to immediate negotiation for the specific purpose of determining equitable distribution of premiums, should premiums be embodied into tax structures, and in the event mutual agreement is not arrived at, either party may apply for arbitration as provided for in the Collective Agreement.

**ARTICLE 27.00 CLASSIFICATION OF EMPLOYEES**

**27.01** Every employee covered by this Agreement shall be classified under a job title and job description, appropriate to the work normally and regularly assigned to them. The job title, description, code number and job level of each classification into which employees may be classified shall appear in Appendix 3 annexed to this Agreement.

**27.02** To assure uniform and consistent application of the method by which employees are classified, the principles governing the preparation and application of job descriptions have been agreed by the parties hereto in the Joint Statement of Policy which appears in Appendix 5 annexed to this Agreement.

**27.03** Job Levels and Ratings agreed between the parties hereto, appear in Appendix 2 annexed to this Agreement.

**27.04** Except in those Articles where gender is specific, reference to the male gender shall be interpreted to include the female gender.

**27.05** Effective August 29, 1998, the elected Chairperson of the Shop Committee will be paid the equivalent of two (2) Job Levels above his/her Classification rate up to and including Job Level 12. Temporary Chair replacements are not eligible for the upgraded rate.

### **ARTICLE 28.00 WORK ASSIGNMENT REVIEW**

**28.01** The parties agree that it may be necessary from time to time, during the life of this Collective Agreement, to provide for the introduction of new work, or for substantial change in the work assignments of an existing classification due to change in design, material, method of manufacture, product, or production requirements. Under such conditions either party may submit written notice for review.

**28.02** Within ten (10) working days after notice has so been served the Company and the Shop Committee shall seek to agree whether such work may reasonably be assigned under the terms of an existing description. If the Company and Shop Committee fail to agree on the use of an existing classification, the Company will proceed either to name an existing classification or establish a tentative job title and job level for the work in question.

**28.03** Within fifteen (15) working days after the end of the period provided for above the Shop Committee shall have the right to notify the Company of its intent to refer the matter to an arbitrator who shall function in the manner provided for hereafter.

**28.04** No employee's classification shall be changed to a lower rated classification solely by reason of the application of provisions of this Article 28.00.

**28.05** The job level of any classification reviewed pursuant to this Article 28.00 shall not be lower than it was before review.

**28.06** The arbitrator shall have the power upon representation of the parties to decide the matters hereinafter enumerated,

(a) whether there has been substantial change, or new work introduced,

(b) whether there is an existing classification reasonably appropriate to the work in question, or if not,

(c) in which of the job levels the disputed work shall be tentatively slotted, on the basis of the relationship the disputed work bears to other classifications in the job level structure, and the tentative title therefore.

**28.07** In considering matters arising under Sub-Section 28.06 (b) hereof, the arbitrator shall have regard to the following definition:

"A reasonably appropriate classification is one involving a degree of difficulty consistent with the work in question and which requires the same kind of experience for the satisfactory performance."

**28.08** The written decision of the arbitrator shall be binding upon the parties for the life of the Collective Agreement.

**28.09** Any increase in wages resulting from any agreement or decision arrived at under the provisions of this Article 28.00 shall be effective from the date of written notice for review pursuant to Section 28.01 hereof.

**28.10** The Company may continue to assign the work in question pending resolution of any dispute that may arise in relation thereto.

**28.11** The parties shall each bear one-half (1/2) of the cost of the arbitrator.

## **ARTICLE 29.00 AUTOMATIC PROGRESSION**

**29.01** A new employee or a reclassified employee may proceed by automatic progression as herein provided through certain lower rates to the rate for his new classification, herein called the job rate. Automatic progression shall be the basic arrangement, but due regard shall be given to an employee's experience, qualifications, ability and application to his work, in determining his rate.

**29.02** Progression shall be by increments of job level rates until the job rate is reached; increments shall be at intervals of not longer than two (2) months.

**29.03** The job rate for a classification in any job level from Job Level 7 to Job Level 12 inclusive may be reached by progression from any hourly rate not more than three (3) job levels below the job rate; the job rate for a classification in any job level from Job Level 2 to Job Level 6 inclusive may be reached by progression from any hourly rate below the job rate.

**29.04** An inexperienced new employee hired in any job level from Job Level 1 to Job Level 6 inclusive may be hired at the hourly rate for Job Level 1 or higher and shall receive an automatic increase to the next higher job level rate every two (2) months until the job rate for his classification is reached.

**29.05** A new employee hired in any job level from Job Level 7 to Job Level 12 inclusive may be hired at an hourly rate not more than three (3) job levels below the job rate for his classification, and shall receive an automatic increase to the next higher job level rate every two (2) months until the job rate for his classification is reached.

**29.06** The reclassification of an employee to a related higher rated classification shall be accompanied by an increment in the employee's hourly rate as provided by Section 29.02 hereof.

**29.07** When reclassified to an unrelated classification an employee may be given any rate consistent with the provisions of Section 29.02 and Section 29.03 hereof.

**29.08** For the purpose of this Article 29.00 related classifications are those which require the same kind of essential experience.

**29.09** A new employee or an employee reclassified as the result of application of Article 16.00 herein and who is classified as a "trainee" shall, if hired into any job level from Job Level 1 to Job Level 6 inclusive, for the first six (6) months of employment, receive the rate of pay established for Job Level 1 following which Article 29.04 hereof, shall apply. If hired in any job level from Job Level 7 to Job Level 12 inclusive, shall receive the rate of pay established for the fourth job level below the job rate for the first six (6) months of employment following which Article 29.05 hereof, shall apply.

## **TRAINEE**

A trainee shall be a person who by virtue of past experience and/or education had demonstrated an ability to learn or adapt but who has not gained the skills required for his proposed classification.

## **ARTICLE 30.00 EXTERNAL CONTRACTS**

**30.01** The working conditions and other arrangements in respect of employees working for the Company at places other than the Company's plants at Malton necessitating their living away from home and/or significantly affecting their normal travel arrangements shall be mutually agreed by the parties hereto.

## **ARTICLE 31.00 COST-OF-LIVING BONUS**

**31.01** A cost-of-living bonus where applicable shall be payable to the I.A.M. Pension Fund for each hour worked and for each hour which an employee is entitled to holiday pay pursuant to Article 22.00 hereof, but shall not be incorporated into or otherwise affect the hourly wage rates set out in Appendix 2 hereof, nor included for the computation of overtime pay. The said cost-of-living bonus shall be calculated and paid pursuant to Article 32.00 hereof.

## **ARTICLE 32.00 PAYMENT OF COST-OF-LIVING BONUS**

**32.01** (a) Every employee shall be paid a cost-of-living bonus at the rate of one cent (\$0.01) per hour for each full .0747 point (1992 = 100) by which the said index (or precise equivalent thereof) exceeds the CPI published in the month of June, 1998 i.e. 108.7.

(b) With effect from September 2005, every employee shall be paid a cost-of-living bonus of \$0.81 per hour which shall be rolled into the IAM Pension paid in December 2005, in the quarter following the end of December 2005 and each quarter thereafter.

(c) Review of the-living bonus established in (September, 1995) shall be made on a quarterly basis from (September, 1995 to June 2008) inclusive and any adjustment which may be either upward or downward, shall be made effective quarterly, on the Saturday following publication of the Consumer Price Index for Canada by Statistics Canada at the rate of one cent .01¢ per hour for each full .3 points (1971 = 100) change in the Index.

Freeze COLA for duration of the agreement.

## **ARTICLE 33.00 RETIREMENT**

**33.01** An employee covered by this Agreement who voluntarily elects to retire will do so, by submitting a letter of resignation to both the Human Resources department and the Shop Committee Chair no less than 30 days prior to his/her retirement date.

## **ARTICLE 34.00 RETIREMENT BENEFIT**

### **34.01 I.A.M. LABOUR-MANAGEMENT PENSION FUND (CANADA)**

(a) Commencing with the 3rd day of January 1981, and for the duration of this Collective Agreement, the Company agrees to make payments to the I.A.M. Labour-Management Pension Fund (Canada) for each employee performing work in a job classification covered by this Collective Agreement, as follows:

(i) For each hour or portion thereof, for which an employee receives pay, the Company shall make a contribution of:

Effective September 1, 2008 to September 2, 2014; \$4.07 per hour

New employees will be entitled to pension contributions after one year of active service.

(ii) For purposes of this Article 34.00, each hour paid for, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee, in accordance with the Collective Agreement, shall be counted as hours for which contributions are payable.

(iii) Contributions for a new, temporary, probationary, part-time and full-time employee are payable after one year of active employment.

(iv) Effective upon ratification, for employees who are on Weekly Indemnity (W/I) for part of a year, the Company will contribute to the above named pension plan the shortfall of contributions below the 1800 hours yearly minimum.

(b) The Company and Union further agree as follows:

(i) The payments to the Pension Fund shall be made to the I.A.M. Labour-Management Pension Fund (Canada) which was established in Canada under the Trust Agreement dated February 1, 1970 and has been signed by the Company and the Union.

(ii) The Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Pension Benefits Standards Act and the Income Tax Act so as to enable the Company at all times to treat contributions to Pension Fund as a deduction for Federal income tax purposes.

(iii) All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund.

(iv) If the Company shall fail to make its contributions to the Pension Fund by the twentieth (20th) day of the following month and such default shall continue for thirty (30) working days, the Company shall be liable for all expenses incurred in enforcing payment of the contribution, including reasonable attorneys' fees and arbitration fees, in addition to interest in an amount equal to one percent (1%) of the unpaid contribution for each full calendar month the contributions remains unpaid.

(c) The parties further acknowledge that no other agreement between the Company and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Agreement without the written consent of the I.A.M. Labour-Management Pension Fund (Canada). Copies of any renewal or extension agreements will be promptly furnished to the Pension Fund Office and, if not consistent with this Agreement, can be used by the Trustees as the basis for terminations of participation of the Company.

(d) This obligation to contribute covers plants or terminals located at 3160 Derry Road East, Mississauga, Ontario L4T 1A9.

### **ARTICLE 35.00 RENEWAL, AMENDMENT AND TERMINATION**

**35.01** The Agreement shall be in effect from September 2, 2008 to September 2, 2014 and thereafter shall continue from year to year after that date unless either party gives notice in writing to the other, of its intention to terminate the Agreement or to enter into negotiations for the purpose of amending the Agreement within a period of not less than sixty (60) days and not more than ninety (90) days prior to September 2, 2008 or any subsequent anniversary of that date.

**35.02** If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding Section 35.01 hereof, negotiations in accordance with the provisions of Section 35.03 hereof, shall commence not later than ten (10) days after the date of such written notice and if such negotiations do not result in agreement prior to the date of termination of this Agreement, then this Agreement shall terminate, subject always to the right of the parties to extend the period of negotiations by mutual agreement.

**35.03** Negotiations pursuant to this Article 35.00 shall be conducted with the Company by a Union Committee of not more than three (3) members who shall be employees of the Company covered by this Agreement and who shall be on the payroll and actively at work. If the number of actively employed bargaining unit employees reaches two-hundred and twenty-five (225), a fourth (4<sup>th</sup>) Union Committee member will be recognized.

## **SUPPLEMENT 'A'**

(Reference Sub-Section 13.12 (a))

To Collective Agreement Effective September 19th, 1980  
and Subsequent Amendments

### **LAY-OFF CREDIT PLAN**

The Company shall retain a common fund for the Lay-Off Credit Plan which common fund shall be governed by a Trust Agreement.

The Fund, as it existed on 25th September 1976, represents the full extent of the Company's liabilities in respect of the Lay-Off Credit Plan. Should the Fund at any time become deficient and if at the end of any week should the monies in the Fund not be sufficient to pay the claims outstanding at the end of the week, the claims shall be reduced pro-rata and the reduced benefit shall be the Company's full and only liability.

Statements reflecting the state of the Fund shall be issued each quarter after the statement for the period ending September 30th, 1968.

In the event that the Fund exceeds the previously agreed Level of the Fund (twenty-five per cent (25%) of Accrued Benefits) the Company shall be free to charge the cost of Lay-Off Benefits or benefits other than those under the Lay-Off Credit Plan for employees under this Agreement, provided these other benefits are permitted by the Tax Department as a charge against the Fund. Furthermore additional charges shall not be permitted to reduce the Fund below the Level of the Fund (twenty-five per cent (25%) of Accrued Benefits).

'Accrued Benefits' mean the total dollar credits earned and to which active and laid-off employees are eligible under the Plan.

## APPENDIX ‘A’

1. The Company shall have the right to implement/cancel the provisions of Appendix “A” on providing written notice to the Union not less than thirty (30) days in advance of the effective date of the implementation. The Collective Agreement is amended to the extent necessary to incorporate the following provisions. Whenever the terms of this Appendix conflict with the provisions of the Collective Agreement, the provisions of this Appendix shall govern.

### 2. HOURS OF WORK AND OVERTIME

When the hours of work as set out in this Appendix are in effect the following amendments to the other provisions of the Collective Agreement shall also be in effect.

The purpose of this Appendix is to ensure continuous production capability at the facility. Therefore, it is agreed that the regularly scheduled hours of work shall be as follows:

Shift #1	Monday through Thursday	10 hours per shift	Day Shift
Shift #2	Monday through Thursday	10 hours per shift	Night Shift
Shift #3	Tuesday through Friday	10 hours per shift	Day Shift
Shift #4	Tuesday through Friday	10 hours per shift	Night Shift
Shift #5	Saturday, Sunday and Friday	12 hours per shift	Day Shift
Shift #5 (different option)	Saturday, Sunday and Monday	12 hours per shift	Day Shift
Shift #6	Saturday, Sunday and Friday	12 hours per shift	Night Shift
Shift #6 (different option)	Saturday, Sunday and Monday	12 hours per shift	Night Shift

(a) Employees assigned to the five (5) day shift schedule will be paid at the rate of time and one-half (1.5) the straight time hourly rate for all hours worked over the normal workweek (40 hours). As per ARTICLE 21.00

(b) Shift (1-4)- In addition to the above, the Company may add a four (4) day alternative work week, consisting of ten (10) hours work on Monday to Thursday, Tuesday to Friday Employees assigned to the four (4) day shift schedule will be paid at the rate of time and one-half (1.5) the straight time hourly rate for hours worked over the normal week (40 hours). As per ARTICLE 21.00

(c) Shift (5-6) The Company may add a three (3) day alternate work week, consisting of twelve (12) hours work on Friday, Saturday and Sunday or twelve (12) hours work on Saturday, Sunday and Monday. Only employees working the required hours of thirty-six will be paid for forty (40) hours of work. These shifts will be steady. These positions will be first offered by posting to IAM members by seniority before hiring from outside. No employee will be forced onto this shift who, by seniority, has a right as per Article - Seniority of the collective agreement. The Company will have a sufficient number of Employees before this shift goes into place. As per ARTICLE 21.00

## **SHIFT PREMIUMS**

Premiums will be paid for all hours worked during shift 5 and 6 at the rate of \$1.00/hour.

Note 1: Employees at work according to the schedule for shifts 1,2, 3 and 4 will be paid for ten (10) hours per shift.

Note 2: Total time for shifts # 5 and 6 is twelve (12) hours worked according to the schedule will be paid for thirteen and one-third (13 1/3) hours per shift. An employee who does not work his complete shift shall not receive the additional one and one-third (1 1/3) hours pay unless he provides a reason for his failure to work the complete shift which is satisfactory to the Company. The Company's acceptance of such reason shall not be unreasonably withheld. Time off during working hours for approved Union business shall be without loss time

## **OVERTIME**

### **Shifts #1, 2, 3, and 4**

(d) (A) Overtime will be paid for hours worked in excess of the normal 40 hours workweek. As per ARTICLE 21.00

(e) (B) Two times (2x) the employee's regular hourly rate for all hours worked on an employee's seventh (7<sup>th</sup>) day of work in a calendar week, except if the employee works seven (7) days as a result of exercising his shift transfer rights. As per ARTICLE 21.00

### **Shifts #5, and 6**

(f) Overtime will be paid for hours worked in excess of the normal 36 hours workweek. Double time will be paid after 48-worked hours. As per ARTICLE 21.00

3. The Union agrees to cooperate in whatever way required in order to have this shift schedule approved by the Ministry of Labour.
4. A "week" of vacation as set out in Article 25.00 of the Collective Agreement for an employee who is on shifts #1 through #4 shall mean four (4) days off, namely Monday through Thursday or Tuesday through Friday

A "week" of vacation as set out in Article 25.00 of the Collective Agreement for an employee who is on shifts #5 or #6 shall mean three (3) days off, namely Saturday through Friday.

An employee required to work on any of the above-named holidays shall receive two (2) times his rate of pay for actual time worked on such holiday, in addition to his holiday pay.

If any of the above statutory holidays fall within an employee's scheduled vacation period, they shall receive an extra day's vacation with pay in addition to their vacation pay.

The Company commits to implement during the life of the collective agreement the above shifts as per Appendix "A" article 1, provided that there is sufficient workforce participation.

APPENDIX 1

**SCHEDULE OF STARTING AND STOPPING TIMES**

(Reference – Section 20.02)

**Standard Day Shift** - Sub-Section 20.01(a)&(b)

7:15 a.m. to 3:45 p.m.

**Standard Night Shift** - Sub-Section 20.01(b)

3:45 p.m. to 12:15 a.m.

**Five-Day Continuous Shift** - Sub-Section 20.01(c)

First Shift.....7:15 a.m. to 3:15 p.m.

Second Shift.....3:15 p.m. to 11:15 p.m.

Third Shift.....11:15 p.m. to 6:15 a.m.

*Note:* Monday's Third Shift will start at 11:15 p.m. Sunday and similarly each day of the week Monday to Friday.

**Janitors** - Sub-Section 20.01(e) 3:45 p.m. to 12:15 a.m.

**Shipping & Receiving Shift** 12:00 p.m. to 8:30 p.m.

**CLEAN-UP SHIFTS** Sub-Section 20.01(f) 9:15 a.m. to 5:45 p.m.

12:30 a.m. to 9:00 a.m.

**Special Night Shift** - Sub-Section 20.01(d)

Monday to Thursday inclusive 3:45 p.m. to 2:15 a.m.

**Special Five-Day Continuous Shifts** - Sub-Section 20.01(e)

First Shift..... 7:15 a.m. to 3:15 p.m.

Second Shift..... 3:15 p.m. to 12:15 a.m.

Third Shift.....12:15 a.m. to 7:15 a.m.

APPENDIX 2

**JOB LEVELS AND RATINGS**

(Reference – Section 27.03)

1. There shall be twelve (12) Job Levels.

Job Levels

	Sept. 2 2008	Sept.5, 2009	Sept 4, 2010	Sept. 3, 2011	Sept. 1, 2012	Sept.7, 2013
Increase	\$0.30/hr.	1.00%	1.25%	1.75%	2.25%	2.25%
1	\$20.90	\$21.11	\$21.37	\$21.75	\$22.24	\$22.74
2	\$22.86	\$23.09	\$23.38	\$23.79	\$24.32	\$24.87
3	\$23.03	\$23.26	\$23.55	\$23.96	\$24.50	\$25.05
4	\$23.81	\$24.05	\$24.35	\$24.77	\$25.33	\$25.90
5	\$24.10	\$24.34	\$24.65	\$25.08	\$25.64	\$26.22
6	\$24.83	\$25.08	\$25.39	\$25.84	\$26.42	\$27.01
7	\$25.72	\$25.98	\$26.30	\$26.76	\$27.36	\$27.98
8	\$26.06	\$26.32	\$26.65	\$27.12	\$27.73	\$28.35
9	\$26.83	\$27.10	\$27.44	\$27.92	\$28.55	\$29.19
10	\$27.61	\$27.89	\$28.23	\$28.73	\$29.38	\$30.04
11	\$28.08	\$28.36	\$28.72	\$29.22	\$29.88	\$30.55
12	\$29.19	\$29.48	\$29.85	\$30.37	\$31.06	\$31.75

### APPENDIX 3

#### SCHEDULE OF CLASSIFICATIONS

(Reference – Section 27.01)

JOB TITLE	OCCUP. GROUP	CODE NO.	JOB LEVEL
Applier, Brazing Alloys	006	0625	07
Assembler, Engine 'A'	040	0408	08
Assembler, Engine 'B'	040	0409	06
Assembler, Engine & Electrical	040	0668	09
Broach Operator 1	012	0679	11
Broach Operator 2	012	0678	10
Attendant, Fuel Distribution System	043	0518	04
Electrician, Maintenance	017	0136	12
Electro Plater 'A'	004	0139	08
Electro Plater 'B'	004	0140	05
Engine Assembler & Balancing Operator	040	0674	10
Expediter, 1	003	0141	07
Expediter, 2	003	0335	06
Facilities Maintenance Mechanic	046	0675	12
Fitter, Engine, General	040	0149	11
Fitter, Tester, Commercial	040	0659	10
Fitter, Tester, Engine 'A'	040	0404	09
Fitter, Tester, Engine 'B'	040	0405	06
Grinder, General	008	0157	09
Grinder, Precision - General	008	0155	10
Hand Finisher, Machined Parts & Fabricated Components	006	0159	07
Heat Treater, Steel	009	0161	10
Inspector, Assembler, Cutting Tools	032	0171	09
Inspector, Engine 'A'	033	0501	11
Inspector, Engine 'B'	033	0502	09
Inspector, Engine 'C'	033	0503	05
Inspector, Fabrication	036	0197	09
Inspector, Laboratory	034	0638	09
Inspector, Machined Parts 'A'	036	0187	11
Inspector, Machined Parts 'B'	036	0188	09
Inspector, Non-Destructive Testing - Senior	010	0653	12
Inspector, Non-Destructive Testing Specialist	010	0667	11
Inspector, Non-Destructive Testing 'A'	010	0504	10
Inspector, Non-Destructive Testing 'B'	010	0505	08

<b>JOB TITLE</b>	<b>OCCUP. GROUP</b>	<b>CODE NO.</b>	<b>JOB LEVEL</b>
Inspector, Pressure Testing	006	0357	03
Inspector, Repair	038	0672	11
Inspector, Sheet Metal - Experimental	038	0462	10
Inspector, Standards 'A'	039	0470	11
Inspector, Standards 'B'	039	0471	09
Inspector, Test House	033	0205	09
Inspector, Tooling	039	0468	11
Labourer, General	031	0650	02
Machine Tool Overhaul & Repair	018	0464	12
Machine Tool Repair	018	0463	10
Machinist, General	011	0226	11
Machinist, 1	011	0664	10
Machinist, 2	011	0630	09
Mechanic, Balancing Machines	041	0639	11
Mechanic, Electronics Maintenance	016	0249	12
Mechanic, Sheet Metal	015	0268	11
Millwright	025	0272	12
Oiler, Maintenance	043	0275	03
Operator, Hydraulic Press	019	0509	07
Operator, Induction Machines	031	0656	06
Operator, Metal Cleaning	002	0340	06
Operator, Polishing Machine	006	0611	04
Operator, Punch & Fly Press 'A'	019	0307	06
Operator, Punch & Fly Press 'B'	019	0308	03
Operator, Spot welder	030	0452	05
Painter, Spray	022	0612	07
Plumber, Steamfitter	023	0328	12
Polisher & Buffer	021	0447	07
Recip. Engine Assembler	042	0646	09
Rigger/Oiler/Maintenance	020	0338	10
Storekeeper 'A'	024	0348	06
Storekeeper 'B'	024	0349	05
Shipper & Receiver 'A'	024	0559	06
Shipper & Receiver 'B'	024	0560	05
Technician, Industrial Packaging	025	0676	11
Technician, Reciprocating Engine	024	0671	12
Technician, Plasma Spray	045	0673	10
Plasma Spray Technician/ IRB2400 Programmer	045	0677	11
Tool & Die Maker	028	0358	12
Tube Bender, General	027	0366	07
Tube Bender, Power	027	0368	04
Warehouseman	024	0658	08

<b>JOB TITLE</b>	<b>OCCUP. GROUP</b>	<b>CODE NO.</b>	<b>JOB LEVEL</b>
Welder, Combination	029	0372	10
Welder, Spot & Seam	030	0378	07
Worker, Salvage	035	0385	06
Worker, Sheet Metal 'A'	015	0386	09
Worker, Sheet Metal 'B'	015	0387	07

APPENDIX 4

**SCHEDULE OF OCCUPATIONAL GROUPS**

(Reference – Section 12.03)

The Occupational Groups in which seniority shall be recognized are listed hereunder pursuant to Section 12.03. Every tentative job title established pursuant to Article 28.00 shall be added to an existing Occupational Group in this list or a new Occupational Group shall be added hereto as mutually agreed by the parties hereto.

<b>OCCUP. GROUP</b>	<b>JOB TITLE</b>	<b>JOB LEVEL</b>	<b>CODE NO.</b>
002	Sprayer, Metal	05	0346
	Operator, Metal Cleaning	06	0340
003	Expediter, 1	07	0141
	Expediter, 2	06	0335
004	Electro Plater 'A'	08	0139
	Electro Plater 'B'	05	0140
006	Hand Finisher, Machined Parts & Fabricated Components	07	0159
	Operator, Polishing Machine	04	0611
	Inspector, Pressure Testing	03	0357
	Applier, Brazing Alloys	07	0625
008	Grinder, Precision - General	10	0155
	Grinder, General	09	0157
	Operator, Polishing Machine	04	0611
009	Heat Treater, Steel	10	0161
010	Inspector, Non-Destructive Testing - Senior	12	0653
	Inspector, Non-Destructive Testing Specialist	11	0667
	Inspector, Non-Destructive Testing 'A'	10	0504
	Inspector, Non-Destructive Testing 'B'	08	0505
011	Machinist, General	11	0226
	Machinist, 1	10	0664
	Machinist, 2	09	0630

<b>OCCUP. GROUP</b>	<b>JOB TITLE</b>	<b>JOB LEVEL</b>	<b>CODE NO.</b>
012	Broach Operator 1	11	0679
	Broach Operator 2	10	0678
015	Mechanic, Sheet Metal	11	0268
	Worker, Sheet Metal 'A'	09	0386
	Worker, Sheet Metal 'B'	07	0387
016	Mechanic, Electronics		
	Maintenance	12	0249
017	Electrician Maintenance	12	0136
018	Machine Tool Overhaul & Repair Man	12	0464
	Machine Tool Repair Man	10	0463
019	Operator, Hydraulic Press 'A'	09	0509
	Operator, Punch & Fly Press 'A'	07	0307
	Operator, Punch & Fly Press 'B'	03	0308
020	Rigger/Oiler/ Maintenance		
	/Helper	10	0338
021	Polisher, Buffer	07	0447
022	Painter, Spray	07	0612
023	Plumber, Steamfitter	12	0328
024	Warehouseman	08	0658
	Storekeeper 'A'	06	0348
	Shipper & Receiver 'A'	06	0559
	Storekeeper 'B'	05	0349
	Shipper & Receiver 'B'	05	0560
025	Millwright	12	0272
	Technician, Industrial Packaging	11	0676
027	Tube Bender, General	07	0366
	Tube Bender, Power	04	0368
028	Tool & Die Maker	12	0358
029	Welder, Combination	10	0372
030	Welder, Spot & Seam	07	0378
	Operator, Spot Welder	05	0452

<b>OCCUP. GROUP</b>	<b>JOB TITLE</b>	<b>JOB LEVEL</b>	<b>CODE NO.</b>
031	Operator, Induction Machines	06	0656
	Labourer, General	02	0650
032	Inspector, Assembler, Cutting Tools	09	0171
033	Inspector, Engine 'A'	11	0501
	Inspector, Test House	11	0205
	Inspector, Engine 'B'	09	0502
	Inspector, Engine 'C'	05	0503
034	Inspector, Laboratory	09	0638
035	Worker, Salvage	06	0385
036	Inspector, Machined Parts 'A'	11	0187
	Inspector, Machined Parts 'B'	09	0188
038	Inspector, Sheet Metal - Experimental	10	0462
	Inspector, Fabrication	09	0197
	Inspector, Repair	11	0672
039	Inspector, Tooling	11	0468
	Inspector, Standards 'A'	11	0470
	Inspector, Standards 'B'	09	0471
	Inspector, Standards 'C'	05	0472
040	Fitter, Engine, General	11	0149
	Assembler, Engine 'A'	08	0408
	Assembler, Engine 'B'	06	0409
	Assembler, Engine & Electrical	09	0668
	Fitter, Tester, Commercial Engine Assembler & Balancing Operator	10	0674
	Fitter, Tester, Engine 'A'	09	0404
	Fitter, Tester, Engine 'B'	06	0405
041	Mechanic, Balancing Machines	10	0639
	Operator, Balancing Machines 'A'	07	0637
	Operator, Balancing Machines 'B'	04	0411
042	Recip. Engine Assembler	09	0646

<b>OCCUP. GROUP</b>	<b>JOB TITLE</b>	<b>JOB LEVEL</b>	<b>CODE NO.</b>
043	Oiler, Maintenance	03	0275
044	Technician, Reciprocating Engine	12	0671
045	Technician, Plasma Spray	10	0673
	Plasma Spray Technician/ IRB2400 Programmer	11	0677
046	Facilities Maintenance Mechanic	12	0675

## APPENDIX 5

### **JOINT STATEMENT OF POLICY GOVERNING THE PREPARATION AND APPLICATION OF JOB DESCRIPTIONS**

(Reference – Section 27.02)

#### **1. Introduction**

Job Descriptions govern the classification of employees and their work assignment. It is therefore necessary that there be clarity and consistency in the preparation, interpretation and application of Job Descriptions and the following basic principles have accordingly been agreed to and adopted.

#### **2. Job Titles**

Each occupation into which an employee may be classified is referred to by a Job Title. The Job Title, though indicating as clearly as possible the general nature of the work performed, serves only as a distinguishing reference and is not to be taken as a statement of job content.

#### **3. Job Description**

A Job Description has the following objectives:

(a) It must set out the results of accurate observation of the job and of correct analysis of its elements in such a way that a proper understanding of the whole job is presented; work which may normally and regularly be required of an employee in the classification must be contained in the description either explicitly or by unmistakable implication;

(b) It must distinguish the given job from all other jobs; to do this the elements or particular combination of elements, which identify the occupation, or grade of the occupation must be recognized and clearly stated;

(c) It must describe the work or types of work which establish the 'level of difficulty';

(d) It should clearly convey its intended meaning to all who are concerned in its use – it must therefore be written in clear, simple, consistent terms.

#### **4. Glossary**

(a) Words, terms and phrases must consistently bear the same meaning every time they are used in, or in reference to, Job Descriptions. A Glossary of agreed definitions accompanies and is part of this Statement of Policy.

Words not defined in the Glossary bear their meaning as in common usage, and in disputed meanings Webster's New Collegiate Dictionary shall govern.

(b) Words, etc., for which special definitions are provided in the Glossary must never be used in any other sense.

(c) Revisions and additions to the Glossary will be mutually agreed both as to content and application.

## **5. General Assumptions**

(a) Generally accepted industrial or Company Shop practice is assumed in writing Job Descriptions and does not require to be spelled out.

(b) Where an operation or a machine is referred to in the singular such reference does not limit or restrict the description to call for the performance of a single operation of a single machine.

(c) When expressions such as those listed below, or references to similar incidental work, appear in a Job Description it is understood that they do not involve work of a higher 'level of difficulty' than is otherwise implied in the Job Description in which they occur.

'Perform rework'

'Fabricate and assemble shop aids'

'Prepare sketches'

'Lay out'

## **6. Company-Wide Application**

If the same job exists in more than one Department of the Company the same Job Description shall be provided for the job in each Department.

## **7. Classification of Employees and Work Assignment**

(a) An employee will be classified on the basis of the work he normally and regularly performs; he is correctly classified if the distinguishing elements in the Job description for his classification are recognizable in the work normally and regularly assigned to him.

(b) An employee is not necessarily required to perform all the work contained in the Job Description for his classification, provided he is doing the work that distinguishes the classification.

(c) A Job Description will not necessarily describe in detail all the tasks or duties normally performed by all the employees or by every individual Employee classified thereunder; if a task or duty is unmistakably implied in the Job Description it may be part of an employee's normal and regular work assignment.

(d) An employee may occasionally be required to perform work not contained in the Job Description for his classification, provided it is related to his normal work; such work must not be made his permanent work assignment without review of his classification.

(e) The highest 'level of difficulty' of work normally assigned to an employee governs his classification; intermittent work must therefore be considered part of an employee's normal and regular work assignment if he is required to perform it every time it occurs, even though at infrequent or irregular intervals. However, work assignments, which are irregular in nature, are not a proper basis for classification. If such a work assignment is of more than one (1) shift in duration, the employee will be paid the highest rate properly applicable to the work or the rate for his regular classification, whichever is the higher.

(f) The Company's right to assign work as it deems proper and necessary is not restricted and an employee has not the right to refuse whatever work is assigned to him. If he thinks it is work, which under his classification should not be assigned to him, he has the right to present a grievance to this effect under the grievance provisions of the Collective Agreement.

(g) An employee may not claim classification on the basis of performance of unassigned work.

(h) As part of the upgrading procedure an employee may occasionally perform some of the work of higher-rated jobs under close guidance and instruction in order to qualify for advancement.

SUPPLEMENT TO APPENDIX 5

**JOINT STATEMENT OF POLICY**

*– PARAGRAPH 4*

GLOSSARY OF TERMS USED IN DESCRIPTIONS

**ADAPTS** – means to utilize for other purposes than originally intended.

**AS REQUIRED** – means performance of work operations if and when such are necessary as long as they are within the level of difficulty described.

**ASSISTS (or HELPS)** – means to help or aid other employees in the performance of certain work but not to exceed the level of difficulty set forth in the job description as per his classification. The assisting worker is not expected to work wholly independently, but rather co-operatively and, further, is entitled to and should receive the guidance and instruction considered usual and normal under such circumstances.

**CAPACITY** – as used with regard to the operation of machine tools and fabrication machines, means the full utilization of the particular category of tools and equipment specified in accordance with custom and current operating and maintenance practices throughout the plant. It is recognized that the above will not necessarily include every machining or fabrication operation for which any particular type of equipment was designed by the machine tool or fabrication machine manufacturer.

**CHECK, CONTINUITY** – means to check electrical circuits for the flow of electrical current or to check hydraulic or other pressure lines for flow and absence of leaks. Continuity checks are made without ships' power and are accomplished by means of visual check or standard techniques.

**CHECK, FUNCTIONAL** – means to determine or ascertain whether a unit of or portion of a system performs the function for which it is intended and whether rework or alteration is required.

**CHECK, OPERATIONAL** – means making a complete final check of an entire completed independent system or a major unit thereof to determine if it is operating properly. Examples include a complete electrical system, hydraulic system, surface control system or the engine controls. It implies as necessary a thorough knowledge of the shop theory involved.

**CHECK, VISUAL** – means detecting with the naked eye, or with such aids as mirrors, obvious defects and imperfections; its use implies

sufficient knowledge and familiarity on the part of the worker to make the required identification. Such check would uncover incomplete assembly (missing parts or operations), visible surface cracks, badly driven rivets and similar conditions.

**FAMILIARIZATION** – is the ability to know the infrastructure supporting the skill, i.e. location of tools, drawing process, procedures etc. and is not training.

**FOLLOW THROUGH MACHINING OPERATIONS** – means the worker specifies the necessary machining operations on first-off parts and checks to see that they are being carried out correctly.

**HAND TOOLS** – includes those portable tools used by hand by the workman in the normal performance of duties and tasks of the occupation in which he works.

**HOLDING FIXTURES** – refers to tooling designed to hold the work so that machining, installations, assembly or layout operations are facilitated.

**IMPROVISE** – means to contrive or make use of makeshift tooling and/or methods to meet immediate needs or requirements.

**INCIDENTAL TO THE WORK** – means directly related to and essential to the assigned work but not involving a higher level of difficulty than is determined by the job description.

**JOB STANDARD** – means the quantity and quality of work output turned out by a competent journeyman (or equivalent) employee.

**MAINTAIN SET-UP** – as referred to in Operator, Grinder ‘B’ classification means dressing the wheel and making the allowance necessary to compensate for the thickness of material removed from the stone. In other classifications it includes work of a similar level of difficulty; such as replacing worn or damaged tools, etc.

**MAY** – when used as the first word of a sentence or phrase means that the function is performed by some of the personnel holding the classification or that the function is occasionally performed.

**PRODUCTION OR SHOP AIDS** – are devices initiated and made by the worker to facilitate work operations, increase production or reduce elements of fatigue or strain. Such devices are usually simple but ingenious in nature.

**RUNNING MAINTENANCE** – means minor repairs and adjustments, which do not involve stripping the machine or shutting down for a long period; such as adjustment of points and clutches, replacement of belts, hoses, etc.

**TACK WELDING** – as applied to the Millwright classification is defined as follows:

Applications of a sufficient quantity of weld to hold the particular structure or assembly in place so that the Millwright can move from that particular part of his work and proceed with his job using the same technique so that the flow of work is uninterrupted. This system of course would only be used when a Welder is not available, or where it is not practical for the Welder and Millwright to interchange positions for the tack weld.

**WHEN REQUIRED** – means that the work operation, function or job duty is usually and normally performed after or as a direct result of an order or request from recognized supervisory personnel and/or means that it is required infrequently or when exceptional circumstances exist.

**ORAL INSTRUCTIONS** – means job direction given by the spoken word as distinct from written direction.

**TRAINEE** – means a person who by virtue of past experience and/or education has demonstrated an ability to learn or adapt, but who has not gained the skills required for his proposed classification.

SUPPLEMENT TO APPENDIX 5

**JOINT STATEMENT OF POLICY**

– PARAGRAPH 7

*The following definition shall apply to the following specific Job Descriptions amended 25th September 1976.*

**MAY** – when used as the first word of a sentence or phrase means that the function is performed by some of the personnel holding the classification or that the function is occasionally performed, but not to the extent of exceeding to thirty percent (30%) of an employee's work week except upon mutual agreement.

	<b>CODE NO.</b>
1. Inspector, Tooling	0468
May be required to perform the function of Inspector, Standards 'A'	0470
2. Inspector, Standards 'A'	0470
May be required to perform the function of Inspector, Tooling	0468
3. Mechanic, Precision Instrument 'A'	0261
May be required to perform the function of Inspector, Standards 'B'	0471
4. Inspector, Machined Parts 'A'	0187
May be required to perform the function of Inspector, Fabrication or Material Review	0197 & 0190
5. Inspector, Machined Parts 'B'	0188
May be required to perform the function of Inspector, Fabrication	0197
6. Inspector, Engine 'A' & 'B'	0501 & 0502
May be required to perform the function of Inspector, Test House	0205
7. Inspector, Test House	0205
May be required to perform the function of Inspector, Engine 'B'	0502
8. Worker, Sheet Metal 'A'	0386
May be required to perform the function of Operator, Punch & Fly Press 'B' or a Welder, Spot and Seam	0308 0378

	<b>CODE NO.</b>
9. Operator, Punch & Fly Press 'A'	0301
May be required to perform the function of Worker, Sheet Metal 'B'	0387
10. Inspector, N.D.T. 'A' & 'B'	0504 & 0505
May be required to perform the function of Operator, N.D.T. Equipment	065
11. Machine Tool Overhaul & Repair Man	0464
May be required to perform the function of Millwright	
12. Millwright	0272
May be required to perform the function of Rigger/Oiler/Maintenance/Helper	0338
13. Shipper & Receiver 'A' & 'B'	0559 & 0560
May be required to perform the function of Packer 'A' & 'B'	0615 & 0616
14. Operator, Spot Welder	0452
May be required to perform the function of Sandblaster	0340
15. Tube Bender, General	0366
May be required to perform the function of Inspector, Pressure Testing or a Worker, Sheet Metal "B"	0357 0387
16. Inspector, Fabrication	0197
May be required to perform the function of Inspector, Machined Parts 'B' or a Inspector, Pressure Testing	0188 0357
17. Welder, Spot & Seam	0378
May be required to perform the function of Worker Sheet Metal 'B'	0387
18. Technician, Plasma Spray	0673
may be required to perform the function of Sprayer, Metal	0346
19. Facilities Maintenance Mechanic	0675
May be required to assist Plumber/Steamfitter, Millwright, Electrician, Machine Tool Repairman	

**CODE NO.**

20.	Electro Plater 'A'	0139
	May be required to perform the function of Operator Metal Cleaning	0340
21.	Operator Metal Cleaning	0340
	May be required to perform the function of Electro Plater 'B'	0140
22.	Heat Treater, Steel	0161
	May be required to perform the function of Operator Metal Cleaning	0340
23.	Welder Combination	0372
	May be required to perform the function of Operator, Spot Welder	0452
24.	Applier, Brazing Alloys	0625
	May be required to perform the function of Hand Finisher, Machined Parts & Fabricated Components	0159
25.	Worker, Sheet Metal 'B'	0387
	May be required to perform the function of Applier, Brazing Alloys	0625
26.	Electro Plater "B"	0140
	May be required to perform the function of Operator, Metal Cleaning	0340
27.	Expediter 1	0141
	May be required to perform the function of Storekeeper "A"	0348
28.	Broach Operator, 2	0678
	May be required to perform the function of Machinist "1"	0664
29.	Broach Operator, 1	0679
	May be required to perform the function of Machinist "1" or "2"	0664 & 0630
30.	Plasma Spray Technician/IRB2400 Programmer	0677
	May be required to perform the function of Sprayer, Metal	0346

## SUPPLEMENT TO APPENDIX 5

### TEMPORARY ASSIGNMENT PROGRAM

#### - PARAGRAPH 8

#### **FLEXIBILITY OF MANPOWER**

1. Modification in our method of operation is required to better prioritize our work flow, to meet customer demands.
2. To accommodate these requirements and without compromising on employees safety and quality of work, assignment to other duties is required, on a temporary basis, up to 30 calendar days, departmentally and 30 calendar days interdepartmentally.
3. Employees may be assigned to work on an equal to or less than current job level and will retain their rate of pay.
4. If skills and ability permit, and without compromising on employees' safety and quality of work, and training is practical, employees may be assigned on a temporary basis to a job classification at a higher job level and will be paid accordingly.
5. If idle time and/or priority exists, and temporary work of more than 30 calendar days is available in the same department in another classification and there are employees on lay-off with seniority in that classification, the employees in that classification will be recalled.
6. If idle time and/or priority exists, and temporary work of more than 30 calendar days is available in a classification in another department and there are employees on lay-off with seniority in that classification, the employees in that classification will be recalled.
7. No disciplinary action will be taken against any employees who are assigned work of a temporary nature in another classification by reason of his failing, because of lack of job knowledge, to satisfactorily do the work required in that classification.
8. When there is a lay-off in an Occupational Group temporarily assigned workers in the same Occupational Group will be the first to be declared surplus.
9. The Company agrees that it will not use the temporary assignment program to circumvent the recall procedure.
10. When extensions are required in excess of the time limits as specified above, the Company and the Union will discuss the merits of each individual case.

11. The foreman/immediate supervisor will advise the Shop Steward of his area when a temporary assignment is in excess of a shift.
12. The Company agrees that the Union employees with seniority including those on lay-off may have recourse to the Grievance procedure upon violation of the Temporary Assignment Program.

## **JOB ENRICHMENT**

### **Job Extension**

13. To reduce an employee's idle time and to promote work flow or where priority exists, those employees affected may be required to perform work outside their classification. Typically, this work will be of a short duration, and less than a shift, but may reoccur frequently.
14. To increase productivity, the Company, the Union and the employees will co-operate to ensure that our competitive edge is established in the marketplace.

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## **APPENDIX 6**

### **APPRENTICE PROGRAMS**

The company acknowledges the need to train and improve the skills of its employees. Therefore the company agrees to meet with the union in January of each year to review the hiring of apprentices to ensure the transfer of knowledge and continuation of productivity where it is beneficial to production requirements.

#### **Article 1 – Definitions**

(a) The term ‘Company’ shall mean the Orenda Aerospace Corporation.

(b) The term ‘Union’ shall mean the duly authorized representation of the (I.A.M.A.W.).

(c) ‘Registration Agency’ on labour standards shall mean the Industrial Training Branch, Ministry of Colleges and Universities, ‘Registration Agency’ for the apprentice as a student, covering related instruction, shall mean the Board of Education of the Region of Peel.

(d) ‘Apprenticeship Agreement’ shall mean a written agreement between the Company and the person employed as an apprentice, which agreement shall be approved by the Secretary of the Joint Apprentice Committee and registered with the Registration Agencies.

(e) ‘Apprentice’ shall mean a person who is engaged in learning and assisting in the trade to which he/she has been assigned under these standards and who is covered by a written agreement with the Company providing for his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.

(f) ‘Committee’ shall mean the Joint Apprenticeship Committee organized under these standards.

(g) ‘Supervisor of Apprentices’ shall mean the person employed by the Company or the person assigned the responsibility to perform the duties outlined in these standards of apprenticeship.

(h) ‘Standards of Apprenticeship’ shall mean this entire Appendix, including these definitions.

### **Article 2 – Applications**

Applications for apprenticeship will be received by the Personnel Department of the Company from applicants considering themselves eligible under this program of training, and after consideration and investigation by the Personnel Department and the Supervisor of Apprentices, eligible applications will be turned over to the Joint Apprenticeship Committee for final approval. Advice will be supplied to the Committee of the names of rejected applicants and the reason for rejection.

### **Article 3 – Apprenticeship Eligibility Requirements**

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

1. Grade 12 education or its equivalent,
2. Must be a minimum of 18 years of age,
3. Graduates of Community Colleges and present employees shall be given selection priority.

### **Article 4 – Credit for Previous Experience**

Employees of the Company and those who have had previous employment experience, who desire to become apprentices and are selected, may be allowed credit in accordance with these Standards for applicable experience, after their record has been checked and evaluated by the Joint Apprenticeship Committee. Evaluated work experience must have been gained under a recognized apprenticeship program or as an employee of the Company.

### **Article 5 – Term of Apprenticeship**

The term of apprenticeship shall be as established by these apprenticeship standards in accordance with the schedule of work processes and related instruction as outlined in Appendices attached hereto.

## **Article 6 – Probationary Period**

The first six (6) month of employment for every apprentice shall be a probationary period. During his/her probationary period the Apprenticeship Agreement may only be cancelled as outlined in Article 13. The Registration Agencies shall be advised of all such cancellations.

## **Article 7 – Hours of Work**

Apprentices shall work the same hours and be subject to the same conditions regarding overtime as the Skilled men/women employed by the Company. In case an apprentice is required to work overtime he/she shall receive credit on the terms of apprenticeship for only the actual hours of work.

## **Article 8 – Ratios**

The ratio of apprentices to journeymen shall be not higher than one (1) apprentice to each five (5) journeymen employed.

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

In any trade where there are not sufficient numbers of journeymen to permit the entry of an apprentice, one (1) apprentice will be allowed up to the number of journeymen employed in the trade, but no additional apprentices will be allowed until such time as an additional five (5) journeymen are employed in that trade.

## **Article 9 – Discipline**

The Supervisor of Apprentices shall have the authority to recommend to the Company the appropriate discipline at any time for cause such as:

- (a) Inability to learn,
- (b) Unreliability,
- (c) Unsatisfactory work,
- (d) Lack of interest in his/her work or education,
- (e) Improper conduct,
- (f) Failure to attend classroom instructions regularly, or
- (g) Any related deviation from the program.

## **Article 10 – Wages**

Apprentices in the Toolmaking trades:

- 1st 1000 Hours - 65% of the Journeyman's Wage Rate
- 2nd 1000 Hours - 70% of the Journeyman's Wage Rate
- 3rd 1000 Hours - 75% of the Journeyman's Wage Rate
- 4th 1000 Hours - 80% of the Journeyman's Wage Rate
- 5th 1000 Hours - 85% of the Journeyman's Wage Rate

6th 1000 Hours - 90% of the Journeyman's Wage Rate  
7th 1000 Hours - 95% of the Journeyman's Wage Rate  
8th 1000 Hours - 95% of the Journeyman's Wage Rate

The schedule of wages for General Machinists apprentices will be:

1st 1000 Hours - 65% of the Journeyman's Wage Rate  
2nd 1000 Hours - 70% of the Journeyman's Wage Rate  
3rd 1000 Hours - 75% of the Journeyman's Wage Rate  
4th 1000 Hours - 80% of the Journeyman's Wage Rate  
5th 1000 Hours - 85% of the Journeyman's Wage Rate  
6th 1000 Hours - 95% of the Journeyman's Wage Rate  
After 6000 Hours - 100% of the Journeyman's Wage Rate

The apprentice shall be paid his/her regular hourly rate for ACTUAL school attendance as recorded.

The apprentice shall also receive the annual improvement factor for all cost-of-living increases that are accorded all other plant employees, where such contract provisions exist.

Hours spent in classroom instruction shall not be considered hours of work in computing overtime.

Apprentices who are given credit for previous experience shall enter the program at the level determined by evaluation of their prior experience.

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

### **Article 11 – Related Instruction and School Attendance**

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

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

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

(b) Classroom instruction shall be as may be supplied in the appropriate trades by the appropriate Board of Education which shall be considered as part of this apprenticeship program.

## **Article 12 – Joint Apprenticeship Committee**

There is hereby established a Joint Apprenticeship Committee as defined in Article 1. This Committee shall be composed of equal numbers not to exceed six (6), half of whom shall represent the Company and half of whom shall represent the Union. The Committee shall elect a Chairman and a Secretary. The Committee shall meet once every two (2) months.

It shall be the duty of the Committee:

1. To see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept, as well as the benefits he/she will receive.
2. To accept or reject applicants for apprenticeship after the preliminary examination by the Personnel Department of the Company and the Supervisor of Apprentices, and to maintain a list of eligible applicants in the chronological order in accordance with their date of filing of application.
3. To place apprentices under agreement.
4. To hear and decide on all questions involving apprentices which relate to their apprenticeship once every two (2) months.
5. To determine whether the apprentice's scheduled wage increase shall be withheld in the event he/she is delinquent in his/her progress.
6. To offer constructive suggestions for the improvement of training on-the-job.
7. To certify the names of graduate apprentices to the Registration Agencies and recommend that a Certificate of Completion of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless approved by the Committee.
8. In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

## **Article 13 – Supervision of Apprentices**

Apprentices shall be under the general direction of a person charged with this responsibility by the Company and under the immediate direction of the foreman of the department to which they are assigned.

Each apprentice shall be moved from assignment to assignment in accordance with the predetermined schedule of work processes. No apprentice may be retained on any particular assignment for a period longer than that stipulated unless permission is granted by the Joint Apprenticeship Committee.

Adequate records shall be kept by someone designated by the Company who shall make such records available to the Joint Apprenticeship Committee on their approval or disapproval at least once every two (2) months.

The person charged with the responsibility of being in charge of the apprentice will, if he finds an apprentice shows lack of interest or does not have the ability to become a competent tradesman, place all the facts before the Joint Apprenticeship Committee for their decision. The Committee will then recommend the action it deems necessary, including continuation of probationary status, repeating of a specified process or series of processes or termination of the apprenticeship. If terminated, the Registration Agencies shall be advised along with the reason therefore.

#### **Article 14 – Consultants**

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

#### **Article 15 – Seniority**

The apprentices will exercise their seniority in their own groups.

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

#### **Article 16 – Apprenticeship Agreement**

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

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

### **Article 17 – Certification of Completion of Apprenticeship**

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

### **Article 18 – Modification of Standards**

These standards of apprenticeship may be amended or a new schedule added at any time on the approval of the Joint Apprenticeship Committee and final approval of the Company and the I.A.M.

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

### **Article 19 – General**

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

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## **APPENDIX 7**

### **TECHNOLOGICAL CHANGE**

In the event of introduction to the plant of equipment representing new technology, the Company will meet with the Union at least six (6) months in advance to discuss the following:

- (a) The effect upon the members of the bargaining unit.
- (b) The training and instruction of bargaining unit members necessary to perform the work.
- (c) The classifications necessary to cover the work required.

The Company shall provide the Union with full information regarding the proposed technological change.

Company decisions made pursuant to this Article shall be subject to the application of Article 28.00 herein.

## APPENDIX 8

### **ADDICTION**

Both parties of this Collective Agreement do hereby recognize the addictions as defined under the Human Rights Code can successfully be treated and controlled.

The parties of this Agreement therefore pledge their co-operation in the early identification, counselling, and subsequent treatment of any employee covered by this Agreement.

## GROUP INSURANCE

### TERMS AND CONDITIONS OF THE GROUP COVERAGE

#### **Section I – ELIGIBILITY OF EMPLOYEES**

Employees covered by this Collective Agreement are eligible after completion of three months of continuous service.

An employee whose service and insurance terminate by reason of lay-off, leave of absence, or separation from employment for any cause but who retains or has restored to him his seniority rights shall be eligible again for insurance hereunder upon the date of his return to work.

An employee who's service and insurance terminate for any reason other than

(a) illness, or

(b) injury, or

(c) separation from employment, which does not result in loss of seniority, rights, and who is re-employed shall, upon such re-employment be deemed to be a new employee.

#### **Section II – COMMENCEMENT OF INSURANCE**

An employee shall be insured from the date he becomes eligible, provided that an employee who is not actually at work on the date his insurance would otherwise commence shall not be insured in respect of himself or his dependents until he actually returns to work.

An employee who has no dependents on the date he first becomes insured under this policy shall become insured for the benefits for dependents provided in Sections V, VI and VII on the date he acquires his first such dependent. It is specifically provided, however, that if the date on which the insurance in respect of an individual dependent would otherwise commence comes within a period during which the dependent is receiving regular medical treatment, such insurance shall not commence until the day following the termination of such period.

#### **Section III – WEEKLY INDEMNITY INSURANCE FOR EMPLOYEES**

Effective January 1, 1996, Weekly Indemnity Insurance payments will commence from the first day for illness or injury requiring hospitalization and from the fourth day for illness/injury which totally disables the employee from any and every job in the bargaining unit. Total of 67 weeks of Weekly Indemnity Coverage (see Co-ordination of Benefits).

*Note:* Hospitalization for out-patient procedures includes surgical procedures which are invasive and/or require anaesthetic and are done on a day surgery basis. It does not include emergency treatment nor testing procedures required for pre-admission purposes.

#### **A. Accident**

If bodily injury not hereinafter excepted, resulting solely from an accident sustained by an employee while insured shall from the date of accident, directly and independently of all other causes, wholly and continuously disable the employee and prevent him from performing any and every duty pertaining to his occupation or employment, the Company will pay during the continuance of such disability a Weekly Indemnity in the amount of and for the period as set out in the Schedule of Benefits.

For each working day of any such period of disability for which Weekly Indemnity is payable and which is less than a full week, the Company will pay a one-fifth part of the amount of such Weekly Indemnity or one quarter of the amount for employees working ten hour shifts.

It is hereby provided that the word "week" as used herein shall mean a period of 5 working days or four working days for employees working ten hour shifts.

An employee shall not be insured for and no Weekly Indemnity shall be payable for any disability:

- (1) resulting from injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit;
- (2) for which the employee is not treated by a legally qualified physician;
- (3) resulting from intentionally self-inflicted injury, while sane or insane;
- (4) resulting from injury caused or contributed to by or resulting from war or any act incident thereto or engaging in a riot.

Successive periods of disability, unless separated by an interval of 7 calendar days or more of active employment, shall for the purposes of this insurance, be considered as one period of disability unless the employee shall have completely recovered from the injury causing the prior disability before commencement of the later disability or unless the later disability is due to causes wholly different from those of the prior disability.

Weekly Indemnity Benefits shall be reduced by any amount payable from The Canada or Quebec Pension Plan.

## ***B. Illness***

If mental or physical illness not hereinafter excepted, directly and independently of all other causes, shall wholly and continuously disable the employee and prevent him from performing any and every duty pertaining to his occupation or employment, and if the disability begins while the employee is insured, the Company will pay during the continuance of such disability a Weekly Indemnity in the amount of and for the period as set out in the Schedule of Benefits.

For each working day of any such period of disability for which Weekly Indemnity is payable and which is less than a full week, the Company will pay a one-fifth part of the amount of such Weekly Indemnity, or one quarter of the amount for employees working ten hour shifts.

It is hereby provided that the word "week" as used herein shall mean a period of 5 working days or four working days for employees working ten hour shifts.

An employee shall not be insured for and no Weekly Indemnity shall be payable for any disability:

- (1) for which the employee is entitled to indemnity in accordance with the provisions of any workers compensation or similar law;
- (2) for any period during which the employee is not treated by a legally qualified physician;
- (3) resulting from illness caused or contributed to by or resulting from war or any act incident thereto or engaging in a riot.

It is further provided that no benefit shall be payable

(a) in respect of an employee entitled to pregnancy/parental leave of absence in accordance with the Employment Standards Act, Ontario and Regulations thereunder or any provincial statute similar to said Employment Standards Act, Ontario.

(i) during any period of pregnancy/parental leave requested by the employee or during any period the Employer may require the employee to commence pregnancy/parental leave in accordance with the pregnancy leave provisions of the applicable provincial statute in force at the time, or

(ii) during any period the employee could be placed on pregnancy/parental leave of absence in accordance with the pregnancy leave provisions of the applicable provincial statute in force at the time.

(b) in respect of an employee not entitled to pregnancy/parental leave of absence in accordance with the Employment Standards Act

Ontario and Regulations thereunder or any provincial statute similar to said Employment Standards Act, Ontario.

(i) during any period the employee is on pregnancy/parental leave of absence as defined herein, or

(ii) during any period the employee could be placed on such pregnancy/parental leave by the Employer.

For the purposes of this provision, pregnancy/parental leave of absence is defined as that period of time

(A) which commences

(1) on the date of leave of absence from work, or

(2) eleven weeks before the week in which confinement is expected, whichever is later,

and

(B) which terminates

(1) six weeks after the week of delivery, or

(2) seventeen weeks after the first week for which maternity benefits are claimed and payable under Section 30 of the Unemployment Insurance Act of Canada, whichever is later.

It is further provided that no benefits shall be payable during any period of pregnancy leave of absence which is greater than the period provided for under (a) or (b) above if an employee is entitled to and has applied for such greater period of pregnancy leave of absence under any term of any contract of employment, oral or written, expressed or implied, which prevails over (a) or (b) above.

Payment shall not be made under both subsection A and subsection B in respect of any day of disability.

Successive periods of disability, unless separated by an interval of 7 calendar days or more of active employment shall, for the purposes of this insurance, be considered as one period of disability unless the employee shall have completely recovered from the illness causing the prior disability before commencement of the later disability or unless the later disability is due to causes wholly different from those of the prior disability.

Weekly Indemnity Benefits shall be reduced by any amount payable from The Canada or Quebec Pension Plan.

**Schedule of Benefits - Weekly Indemnity Benefits for Employees**

Effective January 1, 2005

- Maximum UIC level of benefit plus \$40.00

The sum of \$40.00 per week shall be added to the U.I.C. level of benefits for all weeks an employee receives Weekly Indemnity and for all weeks an employee receives U.I.C. benefit related to illness or injury for a maximum of 15 weeks, subject to the approval of the U.I.C. Commission.

These amendments shall be applicable to eligible employees on the effective dates stated herein.

**Section IV – ACCIDENTAL DEATH, DISMEMBERMENT AND**

**LOSS OF SIGHT INSURANCE FOR EMPLOYEES**

If bodily injury effected solely through external, violent and accidental means shall be sustained by an employee while the employee is insured and shall result directly and independently of all other causes, within ninety-one days after the date of the accident, in any one of the losses set forth below, the Company will pay the amount set forth opposite such loss, but only one of the amounts, the largest so specified, will be paid for all injuries resulting from any one accident.

**FOR LOSS OF**

	The Principal Sum		
Life			
Both Hands or Both Feet or Sight of Both Eyes	"	"	"
One Hand and One Foot	"	"	"
One Hand and Sight of One Eye	"	"	"
One Foot and Sight of One Eye	"	"	"
One Hand or One Foot	50% of Principal Sum		
Sight of One Eye	"	"	"

***Effective:***

Effective January 1, 2003 \$31,000

Effective January 1, 2005 \$32,000

Loss shall mean, with regard to hands and feet, dismemberment by severance through or above the wrist or ankle joints: with regard to eyes, entire and irrecoverable loss of sight beyond remedy by surgical or other means.

A benefit payable under this Section IV shall be in addition to any other benefits which may be payable under the policy. No indemnity shall be payable if the death or injury of the employee results directly or indirectly from or was in any manner or degree associated with or occasioned by;

- (1) suicide whether sane or insane;

- (2) the voluntary taking, administration or inhalation, of fumes, gas or poison while the employee is actually at work for the Employer;
- (3) the taking, administration or inhalation, voluntarily or otherwise of fumes, gas or poison, at any time other than while the employee is actually at work for the Employer;
- (4) committing, attempting or provoking an assault or criminal offence;
- (5) ptomaine or bacterial infection (except pyogenic infections which shall occur with and through an accidental cut or wound);
- (6) war or any act incident thereto;
- (7) engaging in a riot or insurrection;
- (8) any form of disease or illness or physical or mental infirmity, or predisposition to any of them;

injury or death of the employee occurring under any such circumstances being risks not assumed or insured against under this Section IV.

#### **Section V – HOSPITAL EXPENSE INSURANCE FOR EMPLOYEES AND DEPENDENTS**

##### **A. Illness or Injury**

If an employee or dependent of an employee shall, while the employee is insured, be confined in a hospital as a bed-patient for treatment and not primarily for medical investigation or diagnosis only, and if the employee shall incur expense in respect of such confinement, the Company will pay, subject to the proviso below, benefits equal to the actual charges made by the hospital for bed, board and routine nursing services as regularly provided by such hospital, but the Company will in no event make payment in respect of that part of any charge for bed, board and routine nursing services which exceeds

(i) in the case of a hospital which is located in the Province of Ontario, the hospital's rate for semi-private accommodation if confinement is in a semi-private room or the hospital's rate for standard ward accommodation if confinement is in a standard ward, or the hospital's average rate for semi-private accommodation if confinement is in a private room.

(ii) in the Case of a hospital which is not located in the Province of Ontario, the average per diem payment which the Company would have made had similar services been rendered by hospitals in the Province of Ontario.

In addition to any of the foregoing, the Company will pay the actual expense to the employee, up to but not exceeding \$45.00 in respect of any

one period of disability, for use of a licensed ambulance to and from the hospital.

It is hereby specifically provided, however, that no payment shall be made for expenses incurred in respect of any day after the fifty-first day of any confinement resulting from tuberculosis, mental disorders, nervous disorders or chronic diseases or any combination of them regardless of the number of periods of confinement or the number of days in each period of confinement.

An employee shall not be insured under this Section V and no amount shall be payable for:

(i) rest cures, blood or blood plasma;

(ii) professional services of any physician, surgeon, dentist, anesthetist, special nurse, nor the board of these, or the services of blood donors;

(iii) hospitalization or payment therefore in respect of any injury, illness or condition which entitles the employees or dependent concerned to compensation or care or treatment in respect thereof under any worker's compensation act, or under any legislation relating to compensation for injuries or diseases arising in the course of employment or applicable to persons who have served in the armed forces, or to classes of persons given similar special protection;

(iv) dental extractions and other dental procedures;

(v) hospital confinement for cosmetic purposes;

(vi) hospital confinement which is not recommended and approved by a physician or surgeon, or hospital confinement beyond the number of days during which the attending physician or surgeon is of the opinion that hospitalization of the character provided in such hospital is necessary;

(vii) any day of hospital confinement of an employee after the date of termination of the employee's insurance under this policy, or any day of confinement of a dependent after the date of termination of the employee's insurance in respect of dependents under the policy;

(viii) hospital confinement for which there would have been no cost to the employee or dependent except for the existence of insurance against such cost.

For the purpose of this subsection A, the term illness shall be deemed to include pregnancy or illness due in whole or in part to pregnancy.

## **B. Hospital Out-Patient Benefits**

If an employee or dependent of an employee shall while the employee is insured, receive hospital out-patient services or treatment, the Company will pay the charges by the hospital for such services or supplies excluding any charges made for drugs.

### **Section VI – NURSING EXPENSE INSURANCE FOR EMPLOYEES AND DEPENDENT**

If an employee or dependent shall require continuous exclusive attendance recommended and approved by a physician of a registered graduate nurse who is not a member of the employee's immediate family, the Company will pay 80% of the actual expense incurred by such employee for the fees of such nurse up to but not exceeding \$5,000.00 per calendar year.

It is to be understood that the benefits provided in this Section VI are payable in lieu of all hospital expense benefits provided under Section V hereof and that no benefits shall be payable under this Section VI for any period of disability in respect of which benefits are payable under Section V hereof.

For the purposes of this Section VI, successive periods of nursing attendance and/or hospital confinement unless separated by an interval of 3 months or more shall be considered as occurring during one period of disability.

An employee shall not be insured under this Section VI for and no amount shall be payable for

- (1) any period of disability resulting from injury sustained while doing any act or thing pertaining to any occupation or employment for remuneration or profit.
- (2) any period of disability resulting from illness for which the dependent is entitled to indemnity in accordance with the provisions of any workers' compensation or similar law.
- (3) any period of disability resulting from intentionally self-inflicted injury, while sane or insane.
- (4) any period of disability caused or contributed to by or resulting from war or any act incident thereto or engaging in a riot.
- (5) any day of nursing attendance of an employee after the date of termination of the employee's insurance under the policy, or any day of nursing attendance of a dependent after the date of termination of the employee's insurance in respect of dependents under the policy.

For the purposes of this Section VI, the term disability shall be deemed to include pregnancy or disability due in whole or in part to pregnancy.

**Section VII – DRUG EXPENSE INSURANCE FOR EMPLOYEES AND DEPENDENTS**

If an employee incurs expense for reasonable charges for necessary drugs

(i) while insured in respect of the person or persons for whom the expense is incurred, and

(ii) as a result of illness or injury

(iii) when submitted within fifteen (15) months from date of purchase

(iv) Insulin Injectors 100% of Cost to maximum of \$125.00

Glucometers 50% of Cost to maximum of \$125.00

Supplies for the above as required. Purchase of Injectors and Glucometers shall be approved upon the written recommendation of a Medical Specialist only.

The Company shall pay in respect of all such expense incurred for all insured members of his/her family subject to a maximum dispensing fee cap of

2009 Dispensing Fee Cap of \$8.00 for each prescription

2010 Dispensing Fee Cap of \$8.50 for each prescription

2011 Dispensing Fee Cap of \$9.00 for each prescription

2012 Dispensing Fee Cap of \$9.50 for each prescription

2013 Dispensing Fee Cap of \$10.00 for each prescription

2014 Dispensing Fee Cap of \$10.50 for each prescription

for each prescription. From September 2, 2008 to September 2, 2014 inclusive, payment will be made by the insurance provider directly to the dispensing pharmacy.

In this section "drugs" means drugs which are:

(1) dispensed by a licensed pharmacist on the written prescription of a physician or dispensed by a physician who operates a dispensary coincident with his medical practice, and

(2) obtainable only on the written prescription of a physician.

An employee shall not be insured under this Section VII for and no benefits shall be payable for drugs in respect of any injury, illness or condition which entitled the employee or dependent concerned to compensation or care or treatment in respect thereof under any workers' compensation act, or under any legislation relating to compensation for

injuries or diseases arising in the course of employment or applicable to persons who have served in the armed forces, or to classes of persons given similar special protection.

**Section VIII – VISION CARE EXPENSE BENEFITS FOR EMPLOYEES & DEPENDENTS**

Subject to the other provisions of this Section, if an employee or dependent incurs vision care expenses while the employee is covered under this Section in respect of the person for whom the expenses are incurred, the Employer shall pay 100% of the reasonable and customary charges necessarily incurred for spectacle lenses and frames or contact lenses selected in place of spectacle lenses and frames (including tinting, photograying and hardening of lenses), but not to exceed the costs listed below in each consecutive 24 month period, when prescribed by an ophthalmologist or optometrist and required

January 1, 2009	\$150.00 to \$170.00
January 1, 2010	\$170.00 to \$190.00
January 1, 2011	\$190.00 to \$210.00
January 1, 2012	\$210.00 to \$230.00
January 1, 2013	\$230.00 to \$250.00

- (1) for an initial lens prescription or a change in a lens prescription, or
- (2) as a replacement for spectacles or contact lenses which have been lost, stolen or broken,

For reason of loss, broken or stolen spectacles or contact lenses, a period of at least three (3) years has elapsed since such person last made a claim for spectacle lenses and frames or contact lenses.

**Definitions:-**

(1) "Ophthalmologist" means a doctor of medicine who is licensed to practice ophthalmology.

(2) "Optometrist" means a person whom by education and training is licensed

(a) to examine the eyes and related structures to determine the presence of visual defects, eye diseases and other abnormalities, and

(b) to prescribe and/or adapt lenses and other optical aids, or engages in visual training and remedial therapy when indicated, to preserve or restore maximum efficiency of vision.

An employee shall not be covered under this Section VIII for and no amount shall be payable for:

(1) Services and supplies required by an employer as a condition of employment.

(2) Services and supplies referred to in items (2) to (13) of Section VI of this plan entitled SURGICAL AND MEDICAL EXPENSE BENEFITS FOR EMPLOYEES AND DEPENDENTS.

(3) Artificial eyes, safety glasses or sunglasses.

**Section IX – SPECIAL PROVISION**

The amount of each benefit payable under the policy, shall be reduced by the value of any service provided in respect of such benefit under a government Health, Hospitalization or Medical plan in which the employee or dependent participates or is eligible to participate.

**Section X – BENEFICIARY**

An employee may in his application for insurance hereunder designate a beneficiary or beneficiaries. The interest of any legally designated beneficiary who shall die during the lifetime of such employee, shall in the absence of any statutory provisions as to the disposition thereof at maturity and if there be no other legally designated beneficiary thereof, vest in the employee insured. If there be no beneficiary designated at the time when any insurance shall be payable as a result of the death of the employee, then such insurance shall be payable to the executor or administrator of the employee insured.

**Section XI – TERMINATION OF INSURANCE**

The insurance of an employee shall terminate automatically on the date of termination of the policy, or if his service terminates prior to such date:

(a) for any reason other than lay-off, death or absence due to injury or illness, on the last day of the calendar month coinciding with or next after the date of termination of his service, or

(b) by reason of lay-off or death on the 31st day following the date of termination of service.

**Section XII – DEFINITIONS**

Wherever used in this policy:

(a) "*dependent*" means

(1) the employee's spouse;

(2) any unmarried child

(i) under 21 years of age, and

(ii) of any employee who is 21 years of age or over and who is a registered student in full-time attendance at a university or similar institution of learning, who is chiefly dependent upon the employee for support and maintenance, and for whom the employee is entitled to an exemption for income tax purposes;

(3) any unmarried child 21 years of age or over who is incapable of self-sustaining employment by reason of mental retardation or physical handicap, and

(i) who was insured under this policy on the day immediately preceding his 21st birthday, and

(ii) who is chiefly dependent upon the employee for support and maintenance;

but excludes any person who is insured under this policy as an employee.

The term "*spouse*" means

(i) the person named as beneficiary in the employee's application for insurance if the relationship of such beneficiary to the employee has been indicated as "spouse", whether such person is the employee's legal spouse or his common-law spouse, or

(ii) in the absence of such beneficiary designation, the person lawfully married to the employee, or

(iii) in the absence of both (i) and (ii) above, a person of the opposite sex whose relationship is common-law spouse.

The term "common-law spouse" means a person who resides with the employee in a common-law relationship which shall be defined as a relationship wherein two persons of the opposite sex cohabit as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other such relationships.

The term "*child*" means

(i) any child of the employee and/or the employee's spouse, including any step-child, adopted child or foster child,

(ii) any natural child of an unmarried minor female dependent of an employee, and

(iii) any other child who resides with the employee and in respect of whom the employee stands in the position of a parent.

(b) "hospital" means a public institution operated pursuant to law for the care and treatment of sick and injured persons, with

- (i) at least one doctor in residence or on call on a 24-hour basis;
- (ii) at least 3 registered nurses on duty on a 24-hour basis;
- (iii) at least 10 hospital beds available in and intended for persons requiring hospitalization for a continuous period of at least 24 hours;
- (iv) facilities for diagnosis, major surgery and regular and special dietary service.

(c) "physician" means only a legally qualified Doctor of Medicine.

(d) "service" means Active and full-time employment during which the employee earned salary or wages.

## **GENERAL PROVISIONS**

1. Written notice of injury or of sickness upon which claim may be based must be given to the Company within twenty days of the date of the commencement of the first loss for which benefits arising out of each such injury or sickness may be claimed. In event of death immediate notice thereof must be given to the Company.

2. The Company upon receipt of the notice required by these provisions will furnish to the claimant such forms as are usually furnished by it for filing proof of loss. If such forms are not so furnished within fifteen days after the Company receives such notice, the claimant shall be deemed to have complied with the requirements of these provisions as to proof of loss upon submitting within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.

3. Affirmative proof of loss of time on account of disability for which claim is made must be furnished to the Company within ninety days after the termination of the period for which the claim is made. Affirmative proof of any other loss on which claim may be based must be furnished to the Company not later than ninety days after the date of such loss.

4. The Company shall have the right and opportunity to examine the person whose injury or sickness is the basis of claim when and so often as it may reasonably require during pendency of claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

5. Upon request of the insured employee and subject to due proof of loss the accrued weekly indemnity or hospital confinement benefits will be paid each week during any period for which the Company is liable and any balance remaining unpaid at the termination of such period will be

paid immediately upon receipt of proof satisfactory to the Company. All other benefits provided in this policy will be paid immediately after receipt of proof satisfactory to the Company.

6. Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment.

7. Consent of an employee's beneficiary shall not be requisite to any change in the policy.

This Appendix 9 is a summary of the principal features of the Group Insurance Plan, but the group policy is the governing document. In the event of any variation between the information in this Appendix 9 and the provisions of the policy, the latter will prevail.

**LIFE INSURANCE**

**1. TERMS & CONDITIONS**

**2. EFFECTIVE DATE**

The insurance is effective from the date indicated below or in accordance with Article 26.02 herein provided the employee is actively at work on that date.

**3. AMOUNT OF INSURANCE**

Effective January 1, 2003       \$31,000  
Effective January 1, 2005       \$32,000  
plus option to buy additional life insurance

**4. CESSATION OF INSURANCE**

The insurance shall cease at the end of the calendar month during which termination of service occurred except in the case of lay-off when insurance shall cease 31 calendar days after the date of lay-off.

**5. CHANGES**

A change in the amount of insurance is effective provided the employee is actively at work on that date. If not actively at work, it becomes effective on the date of return to work.

**6. CHANGE OF BENEFICIARY**

The right to change the beneficiary is reserved to the employee, provided there is no legal restriction to the contrary, but such change shall take effect only upon receipt of a written request by the Employer. Whenever a change of beneficiary is desired a completed Change of Beneficiary Form should be submitted to the Personnel & Industrial Relations Department in order that the change may be recorded. If the beneficiary named should predecease the employee another beneficiary should be named immediately. Any addition to the initial amount of insurance will be paid to the person to whom such initial amount is payable unless another beneficiary for the additional amount shall have been validly appointed.

**7. CONVERSION PRIVILEGE**

When the insurance on the life of any employee insured under the group policy shall terminate by reason of such employee leaving the service of the Employer for any reason whatsoever, the insurer shall, on the written request of such employee within thirty-one days after his leaving the service of the Employer, issue a policy upon the life

of such employee on any form of life or endowment insurance (excluding term insurance) then issued by the insurer, but without a total and permanent disability benefit or a double indemnity accident benefit. Such policy shall be for the same amount of insurance as the employee was insured for under the group policy at the time of said termination of employment, and the rate of premium shall be the rate charged by the insurer according to the table of rates then in use applicable to the class of risk to which such employee belongs and the attained age of such employee. No medical examination shall be required.

The exercise of the Conversion Privilege shall be in lieu of all other benefits under the group policy and the converted policy shall be issued on receipt of an application on the insurer's form during the lifetime of the employee and while the group policy is in force.

## **8. TOTAL AND PERMANENT DISABILITY BENEFIT**

If due proof shall be furnished to the insurer that any employee insured under the group policy has while such insurance on such employee is in full force and effect, become wholly and permanently disabled by bodily injury or disease, and has been, is, and will be permanently, continuously and wholly prevented thereby from performing any work for compensation or profit, or from following any gainful occupation, the insurer will on receipt of such proof pay in full settlement of all obligations in connection with such employee under the group policy, the amount of insurance effective on his life at the date on which such disability commenced, in one sum or in instalments, as the Employer may elect. Payment to such employee or any person to whom the insurer may pay in the event of the death of such employee shall be a valid discharge of any amount payable on account of such total and permanent disability. No payment under this provision shall be made unless formal claim therefore shall be made while the group policy is in full force and effect not later than three months after the cessation of payment of premiums in respect of such employee.

Provided always that notwithstanding proof of disability may have been accepted by the insurer as satisfactory, the employee, if payment by instalments shall have been elected, shall as often as required furnish satisfactory proof of the continuance of such disability. If the employee shall fail to furnish such proof, or if he shall so far recover as to be able to engage in any gainful occupation then no further instalments shall be paid but insurance on the life of such employee may be then revived under the group policy but shall be limited in amount to the value of the instalments then remaining unpaid at three and one half per cent interest.

Without prejudice to any other cause of disability, the entire and irrecoverable loss of the sight of both eyes, or the total and permanent loss of use of both hands, or of both feet, or of one hand and one foot, shall be considered as total and permanent disability within the meaning hereof.

The employee shall not be covered for total and permanent disability during any period for which he/she receives or is eligible to receive Weekly Indemnity benefits under the group insurance program, Appendix 9 herein or Long Term Disability benefits, Appendix 11 herein.

The Total and Permanent Disability Benefit is alternative to and not in addition to the Death Benefit. Consequently if a claim shall have been admitted under the Disability Benefit, no payment shall be due on the subsequent death of the employee other than the value of any of the instalments not yet paid.

This Appendix 10 is a summary of the principal features of the Life Insurance Plan, but the group policy is the governing document. In the event of any variation between the information in this Appendix 10 and the provisions of the policy, the latter will prevail.

## **LONG TERM DISABILITY INSURANCE**

(Effective 1/1/85)

### **Commencement and Duration of Benefits**

First benefit is payable after

- 1) Weekly Indemnity and,
- 2) U.I.C. sickness and accident benefits have expired.

An employee will continue to receive LTD payments for as long as his/her disability continues, for a period not exceeding 193 weeks.

LTD benefits will be paid for the first two years following commencement of payments, if an employee is unable to perform his/her regular work. After two years, LTD benefits will continue as long as disability prevents an employee from performing any work for which he/she is or can become reasonably suited by education, training or experience, but not beyond an employee's 65th birthday or early retirement date should an employee exercise this option.

### **Amount of Monthly LTD Benefit**

Effective January 1, 2009; the plan will provide a monthly benefit, before co-ordination with other income, of \$2,200.00 per month.

LTD Insurance payments will be reduced by any amount payable from

- Workers Compensation or similar program
- other employers (excluding 50% of earnings during the first 24 months of rehabilitative employment)
- any other government or company sources.

It is further provided that total income from all sources including LTD benefit under this plan and rehabilitative employment income cannot exceed an employee's pre-disability income.

### **Rehabilitation Feature**

As an incentive to encourage an employee to return to gainful employment, prior to full recovery after a total disability, certain work may be performed without forfeiting benefits under this program. This plan allows an employee to receive increased income in connection with work performed in an approved rehabilitation program. The LTD Insurance shall be co-ordinated with only 50% of the earnings received during the first 24 months of rehabilitative employment provided an employee's total income during a rehabilitative program does not exceed his/her pre-disability income.

## **Other Benefit Provisions and Limitations**

- To qualify for LTD benefits, an employee need not be confined to home, but must be under the continuous care and personal attendance of a physician (M.D.)
- This plan provides coverage for disability resulting from an accident or from sickness (except certain mental disorders). While the plan does cover absence from work due to psychosis (i.e. a serious mental disease or derangement) for which continuous treatment is received from a physician who is certified in psychiatry, it does not cover absence from work due to any other mental illness, such as psychoneurosis, emotional disorders, personality problems, behavioral disorders or anxiety reactions.
- This plan does not provide benefits for disability resulting from pregnancy, intentionally self-inflicted injury, war or injury sustained while working for another employer or while committing or attempting to commit an assault or crime.

### **Successive Disabilities**

Successive absences from work are considered to be in the same period of disability unless separated by

- 1) six months of active full-time work or
- 2) one full month of work and due to wholly different causes.

Work performed under a rehabilitation program will not be considered in determining successive periods of disability.

### **Conversion Privilege**

In the event of termination of employment, an employee may apply for an individual LTD policy (one of the standard conversion policies offered by the insurer) without taking a medical examination. Application must be made within one month of the ex-employee commencing a new job and the new job must commence within six months of the date of his/her termination with the Company.

This Appendix 11 is a summary of the principal features of a plan which will be purchased from an insurer and which will be effective on January 1st, 1985 and which will be applicable to all employees actively at work on that date and shall specifically include employees receiving Weekly Indemnity benefits under the existing coverage provided by the Weekly Indemnity clause of the group insurance program described in Appendix 9 herein.

This Appendix 11 is a summary of the principal features of the plan, but the group policy shall be the governing document. In the event of any variation between the information in this Appendix 11 and the provisions of this policy, the latter will prevail.

**CO-ORDINATION OF BENEFIT**

Re: Weekly Indemnity, Long Term Disability and Life Insurance Programs.

(a) Commencement of disability (WI Benefits) prior to an employee's 60th birthday. Such employees will if the disability is prolonged, qualify for benefits in the following sequence:

30 Weeks	WI
15 Weeks	U.I.C.
22 Weeks	WI
193 Weeks	LTD

If totally and permanently disabled at the end of this 5-year period, such employee would also qualify for TDB benefits (Life Insurance Program).

Furthermore, during the 5-year period, the employee would be granted leave of absence and would therefore qualify for other Company paid benefits, i.e. O.H.I.P., Dental, Semi-Private coverage, Drugs, etc.

(b) Commencement of disability (WI Benefits) subsequent to an employees 60th birthday.

If at the end of or during the combination period of WI Benefits/U.I. Benefit, an employee is pronounced by his medical authority as being Totally and Permanently Disabled, this employee shall make one of the following options which once made shall be irrevocable:

(i) At the expiry date of the WI Benefit, the employee waives rights to claim LTD Benefits and will be supplied with appropriate documentation to apply for Permanent Disability Benefit (Life Insurance). Upon approval of such application by the insurance company, such employees employment shall be terminated and all other benefits shall terminate at the end of the month in which employment is terminated - Exception: A qualified employee may apply to have Company non-contributory pension benefit paid on the basis of early retirement with the amount of the benefit reduced in accordance with the terms and conditions of the plan. An application for early retirement pension benefits subsequent to termination of employment following approval of a claim for Total & Permanent Disability shall not be construed to be early retirement as defined in Article 34:00 paragraph (b).

(ii) At the expiry date of the WI benefit, the employee waives rights to the Total and Permanent Disability benefit (Life Insurance) and will then qualify for LTD benefits during the duration of his/her disability and upon reaching retirement age shall be retired in the normal manner.

During the period of disability an employee shall be granted leave of absence and shall qualify for benefits as described in Paragraph (a).

Prior to the completion of the waiver document, the employer and the Union shall jointly undertake to ensure that the employee is fully apprised of the condition that would apply following his/her decision.

Acceptance of benefits through the LTD program shall not prevent an employee from making application for Disability Benefits, if qualified, from the I.A.M. Labour/Management Pension Plan.

**WAIVER OF BENEFIT APPLICATION**

I \_\_\_\_\_ have been advised by my attending physician,  
Dr. \_\_\_\_\_ (date) \_\_\_\_\_ that I am  
Totally and Permanently Disabled, do hereby make application for the  
benefit indicated below:

(a) I hereby waive rights to LTD benefits which would otherwise be payable following the payment of Weekly Indemnity benefits and shall submit an application for Total and Permanent Disability Benefits (Life Insurance) in lieu thereof.

Signed .....

Witness.....Date .....

(b) I hereby waive rights to Total & Permanent Disability benefits (Life Insurance) and submit a claim for Long Term Disability Benefits in lieu thereof.

Signed .....

Witness.....Date .....

I declare that I have been advised in detail of the benefits available to me as an employee of Orenda Aerospace Corporation and understand that the election made above is irrevocable.

Signed .....

Witness.....Date .....

The attached "Proposal" is hereby accepted, this \_\_\_\_\_ day of  
19 \_\_\_\_ .

## LETTER OF CLARIFICATION

Ref: Job Descriptions 717T Collective Agreement

- No employee's classification shall be changed to a classification of a lower rate, solely by reason of this agreement.
- In the event of a Layoff, seniority within each occupational group will determine the employees to be retained. Layoffs will be implemented beginning with the lowest seniority within the Occupational Group. Nothing herein shall preclude employees from exercising an option of Layoff in accordance with Article 13:11 (a).
- In the event of a recall, employees with the most seniority within an Occupational Group will be recalled. Recall by classifications within an Occupational Group will no longer be valid. Nothing herein shall preclude employees from exercising an option of recall in accordance with Article 13:11 (b).
- The Company will continue to recognize a committee to monitor and establish a training program that will allow employees to upgrade their skills. This committee will establish its own parameters and will continue to monitor all training programs over the life of this collective agreement.
- This Committee to consist of:

Co-ordinator	Training Officer
Local 717T	Two (2) members
Management	Two (2) members
- No employee shall be subject to discipline by virtue of their not being capable of learning additional duties beyond the scope of their present job description.
- The conditions outlined in this agreement relating to layoffs and recall take precedence over the Articles dealing with layoffs and recall outlined in the Collective Agreement.
- The seniority, layoff and recall clauses of the Collective Agreement are to reflect the intent of this letter of clarification.

### EMPLOYEE ACCOMMODATION

Where the Company is required to accommodate an employee's disability under the Ontario Human Rights Code or is participating in the rehabilitation of an employee returning to work from an absence covered by the Workers' Compensation Act, the parties agree to cooperate to the best of their ability to facilitate such accommodations and the Company, notwithstanding any provisions of this Agreement, may adjust its working forces to so accommodate or rehabilitate such an employee. In such cases the following shall apply:

(a) The employee shall have an obligation to keep the Company and the Union informed at all times of the nature of their disability or injury, the treatment they are receiving and the expected prognosis for recovery.

(b) The employee shall cooperate with the Company and the Union in reporting for the modified work promptly and, in the event they are unable to perform the modified work, shall immediately provide the Company and the Union with a satisfactory medical report explaining the inability to perform the modified work and the nature of the employee's work restrictions;

(c) Each employee has the obligation of attending work regularly and predictably. Where an employee is unable to attend work because of illness or injury, the employee must notify the Company, per identified company procedures, as soon as possible and in any event, prior to the commencement of his/her shift. The Company may grant leave of absence to employees by reason of illness or injury. The Company may request the employee to provide a doctor's certificate or other substantiating proof. This certificate shall consist of a physical demands checklist, an estimated return to work date and any work restrictions with a view to the Company providing modified work. The employee will be notified of this requirement in advance of the absences. When the employee submits a doctor's certificate, a photocopy will be returned to the employee. Any cost associated with this request will be borne by the Company up to a maximum of \$25.00 and shall be reimbursed upon receipt of proof of payment.

(d) Both parties agree that employees who suffer physical or mental impairment as a result of injury or illness of such nature that it prevents them from performing the work they could normally perform shall receive the opportunity to be rehabilitated and/or accommodated, where possible, in order to perform meaningful work consistent with their ability, experience and training, providing they do not thereby displace an employee with greater seniority.

(e) An employee returning to work with modifications shall in all cases provide written certification from their physician to the Company medical department one week prior to their return to work if possible but not less than twenty four (24) hours in any case. This certification shall describe the condition and the restrictions that shall apply. The medical department shall notify the employee's Supervisor and Human Resources department of the restrictions.

(f) If the employee cannot be accommodated in their own department, the Human Resources department shall immediately notify the Plant Chairman and the Company and Union will immediately attempt to return the employee to alternate work suitable to the employee's restrictions prioritized as follows:

- (1) the employee's department
- (2) the employee's classification
- (3) within the plan

(g) On return to work, consideration will be given to modifications to the job or the provisions of technical aids, restraining and/or reorganization of the work in question.

(h) The Company may refuse to return an employee to modified duties where it determines that appropriate modified duties are not available or where the Company is of the opinion that the employee's return to work poses a risk of re-injury to the employee or poses a risk to others.

(i) Should an agreement not be reached, the Company and the Union agree that the medical findings of the Company's physician and the employee's physician shall be forwarded to a clinic or a third physician mutually agreeable to both parties for decision. The findings of the clinic or third physician shall be binding on the Company and the Union. The expenses of the clinic or physician shall be divided equally between the Company and the Union.

(j) Any retroactive pay due to the employee shall be limited to a period commencing with the date of filing of the grievance, or the date the employee became able to do a job to which he/she is entitled in line with his/her seniority, whichever is the later.

## APPENDIX 14

### **LAYOFF AND RECALL**

The Company and the Union agree to the following in regards to the application of Article 13.06.

All Union Officials who have "Top Seniority" as defined in Article 13.06 shall continue to maintain such status until the Company is notified otherwise. The present practice is for any change in such status to occur in January of any year.

Included in the Union's notification of those Union Officials who have "Top Seniority" as defined in Article 13.06 will be the effective date.

Union Officials who have "Top Seniority" as defined in Article 13.06 will not assume such "Top Seniority" until the effective date in the Union's notification to the Company.

An employee who is not on layoff status and is elected or appointed to a position that will have "Top Seniority" as defined in Article 13.06, but is subsequently laid off prior to the effective date of assuming that position will not acquire such "Top Seniority" until that effective date.

An employee who is on layoff status and is elected or appointed to a position that will have "Top Seniority" as defined in Article 13.06 and is still on layoff status upon the effective date of assuming that position will only acquire such "Top Seniority" when their natural seniority will allow for their recall from layoff. If two (2) or more Union Officials are in the same Occupational Group, their natural seniority shall determine the order of recall between them.

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## APPENDIX 15

### **HARASSMENT**

The Union and the Company are committed to providing a workplace, which demonstrates a mutual respect for one another as employees and as individuals and will work within the framework of the Ontario Human Rights code to do so. Harassment in any manner or form is prohibited.

Harassment is defined as engaging in a course of vexatious (distressing) comment or conduct that is known or ought reasonably to be known to be unwelcome. Conduct or comments of that nature, degrades or causes humiliation to a person. The conduct or comments must be in relation to one of the prohibited grounds of discrimination: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status or handicap.

The Company and the Union are required under the Human Rights Code to investigate allegations of harassment on receipt of a complaint from employee(s) or member(s) governed by this Collective Agreement.



## **Letter of Understanding #1**

Negotiations 2008

### **Achieving Excellence System**

The main goal of the Achieving Excellence System (AES) Program is to improve the company's competitiveness, while giving us the opportunity to ensure the employment security. It requires a total commitment for all the employees.

In case of difficult business conditions, the partners will investigate all possible alternatives to assess the need to eliminate jobs and re-assign the affected employees.

This agreement is based on the principle that every employee both union and management will demonstrate their willingness to continually improve their skills and competencies. Orenda Aerospace agrees to provide training and education to employees so that they have the opportunity to capitalize on their skills and competencies.

With regard to the Achieving Excellence System (AES) the parties agree to implement it in pilot departments. They will enable innovation, development and implementation of the continuous improvement concepts.

The two (2) parties agree to discuss the conclusions based on the best practices and to negotiate the required modifications of the present collective agreement. Thus, these modifications will reflect the evolution of roles, responsibilities and further improvement of the tasks.



## **Letter of Understanding #2**

Negotiations 1998

It was agreed at negotiations between the Company and the Union to undertake the following.

Further to Appendix 7, and with reference to Technological change, the Company agrees to meet with the Shop Committee of Local 717T on an annual basis for the purpose of providing the Union with information on shop capital expenditures approved for the budget year.

Budget approvals for Capital Expenditures purposes are normally approved by the first quarter of each calendar year.



### **Letter of Understanding #3**

Negotiations 1998

It was agreed at negotiations between the Company and the Union to undertake the following.

The Company and the Union agree to meet subsequent to the ratification of the collective agreement for the purpose of discussions regarding the Apprenticeship Program, and its applicability to both the Company and Union business interests.

The discussions will centre on the following issues:

1. Seniority
2. Number of Apprentices
3. Selection Committee and criteria
4. Provincial requirements



## **LETTER OF UNDERSTANDING #4**

Negotiations 2008

Working Committees on Classifications and Joint Statement of Policy.

The parties confirm their commitment to hold at least one meeting of the committee on classifications per year upon ratification of this collective agreement in the interest of studying and recommending the changes required to the classifications (and their associated functions) to meet operational requirements.

The committee on classifications will be composed of not more than two (2) union representatives, two (2) company representatives, and as needed, a representative of each classification affected by the changes. The latter will be chosen by mutual agreement.

The proposed changes will either be accepted or rejected on the basis of the majority of votes cast by the employees holding the concerned classifications and who took a vote. The vote will be conducted by secret ballot. The vote will be held in the workplace within ten (10) days of the presentation.

The committee on classifications will present its recommendation for joint approval to the manager of human resources and to the president of local lodge 717T. Within thirty (30) days of this approval, the union and the employer will jointly present the changes as well as the terms and conditions to the employees holding the concerned classifications.

With respect to the above-mentioned, the parties agree to jointly establish a list of priorities to be dealt with by the committee on classifications over the six months following the ratification of the collective agreement.



## LETTER OF UNDERSTANDING #5

### VOLUNTARY EXIT PLAN

Effective September 15, 2008, the Company will offer the voluntary exit package described below to employees employed at the date of ratification who have a minimum of twenty (20) years of service and are 55 years of age or older.

Effective September 15, 2009, the Company will offer the voluntary exit package to employees employed at the date of ratification who have a minimum of twenty (20) years of service and are 55 years of age or older.

Effective September 15, 2010, the Company will offer the voluntary exit package to employees employed at the date of ratification who have a minimum of twenty (20) years of service and are 55 years of age or older.

In the event that an employee who is accepted for a package is in receipt of WI, LTD, or WSIB benefits, the employee shall discontinue his/her claim and shall have no right to re-apply for such benefits once the salary continuance period has concluded.

These packages will be available to eligible employees from September 15<sup>th</sup> to December 15<sup>th</sup> (the election period) in each of the above referenced years, and will be subject to a maximum number of acceptances in each year as specified by the Company prior to commencement of the election period. An employee whose application is declined must re-apply the following year if the employee still wishes to terminate employment. The offering of the voluntary exit package each year does not, in itself, constitute an offer to create a binding obligation upon application by an employee.

Each year the package will consist of:

**Wages/Salary:** Salary continuance (to a maximum of \$45,000 gross) less any statutory deductions paid on a weekly basis (40 hours) or until the employee reaches the age of 65.

**Pension:** Payment to the pension plan for a maximum of one year at the contribution rate in effect on the employee's last day of work or until the employee reaches the age of 65.

**Benefits:** Payment of Health, Dental, Vision, Life and AD&D premiums for a maximum of three years or until the employee reaches the age of 65 (Note: third year of

benefits will be equal to 80% Health and a \$75 yearly deductible for the employee and each dependent for Dental coverage).

The Company will endeavor to accommodate the wishes of employees who have been accepted for voluntary exit from employment as to departure dates, however for legitimate business reasons the Company shall have the right to determine the departure date.

Employees who are accepted for the voluntary exit program will be deemed to have voluntarily left the employment of the Company on completion of their last shift worked.

At the conclusion of the election period each year, the Company will review the applications received for voluntary exit packages and will consider a number of factors pertinent to the applicants in deciding which employees will be accepted for a voluntary exit package. These factors will include, but are not limited to, the following:

- Seniority of the applicant;
- Skill(s) possessed by the applicant;
- The need to replace (or not) the applicant; and
- The availability of replacement skills in the Company's industry.

All employees who have applied for a voluntary exit package will be advised as to whether their application has been accepted or declined. All decisions relative to the voluntary exit program, including any decisions as to a particular employee's departure date, shall not be made the subject of a grievance since all such decisions related to the voluntary exit program do not represent a difference between the parties.

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#### Lump Sum Payment:

Within ten working days after the ratification of the present collective agreement, the company will pay the lump sum of \$500.00 (less applicable taxes) to its active employees at the time of ratification.

SIGNED at Malton, in the Regional Municipality of Peel, in the Province of Ontario, this 2nd day of September 2008.

**FOR THE COMPANY**

**ORENDA AEROSPACE CORPORATION**

Luis Martin,  
Director, Human Resources \_\_\_\_\_

John Bayley,  
Director, Business Development  
and Customer Service \_\_\_\_\_

Jose Lima, Director,  
Operations \_\_\_\_\_

Ray Fisher,  
Human Resources Specialist \_\_\_\_\_

**FOR THE UNION**

**LOCAL LODGE 717 TURBO, INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS**

Chris Baker,  
President, Local 717T \_\_\_\_\_

Rick Taylor,  
Shop Committee Chair \_\_\_\_\_

Andy Gordge,  
Negotiating Member \_\_\_\_\_

Rick Bourdeau,  
Negotiating Member \_\_\_\_\_

Shaun Ting,  
Negotiating Member \_\_\_\_\_

**FOR DISTRICT 78**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS.**

Gary Hynes,  
Directing Business Representative \_\_\_\_\_