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# **COLLECTIVE AGREEMENT**

**Between:**



***Northstar Aerospace – Milton***

**and**

**National Automobile, Aerospace, Transportation  
and General Workers Union of Canada  
(UNIFOR–Canada)  
and it's Local 112**

**Effective: OCTOBER 1, 2014**

**Expiring: SEPTEMBER 30, 2017**

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## **COLLECTIVE AGREEMENT**

**between:**

**Northstar Aerospace – Milton,**

a corporation existing under the laws of the Government  
of Canada,

at its Division in Milton, Ontario  
(Hereinafter called "*the Company*")

ON THE FIRST PART

**– and –**

**THE NATIONAL UNION, CANADIAN AUTOMOBILE,  
AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA  
(UNIFOR-CANADA),**

a voluntary association of employees representing the  
employees of the Company, through its Local 112

(Hereinafter referred to as "*the Union*")

OF THE SECOND PART

### **ARTICLE 1 — PURPOSE**

**1.01** The general purpose of this Agreement is to establish and maintain good collective bargaining relations between the Company and its employees, for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

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## **ARTICLE 2 — SCOPE**

**2.01** The Company recognizes that the Union is the sole and exclusive collective bargaining agency for all its employees in the Town of Milton, Ontario, save and except foreman, those above the rank of foreman, office and sales staff.

### **Transfer of Operations**

**2.02** Should the Company, during the life of this Agreement, decide to move from its existing locations in whole or in part, the Company agrees to provide:

- (1) The right of existing employees to transfer with the jobs they normally perform, and jobs they held previously.
- (2) Protection of the seniority rights of existing employees.
- (3) Extension of the Collective Agreement to cover the new location.

## **ARTICLE 3 — SUPERVISORY LIST**

**3.01** The Company will supply the Plant Chairman with a list of persons with authority over members of the Bargaining Unit, and will indicate by appropriate job titles, the nature and extent of their authority. The Company will provide the Plant Chairman with copies of notices of new appointments of personnel in the above positions.

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## **ARTICLE 4 — INTIMIDATION, COERCION AND DISCRIMINATION**

**4.01** The Parties agree that the Company and the Union and/or any of their respective representatives will not practice any discrimination, intimidation, interference, restraint or coercion exercised or practised against any employee in regards to training, job posting, transfer, discharge, lay-off, recall or any other work condition because of race, national/ethnic origin, place of origin, colour, citizenship, creed, sex, sexual orientation, handicap, age, marital status, family status, record of offences, all as defined in the Human Rights code or political affiliations or union activities. Any complaint of discrimination or harassment may be grieved in accordance with ARTICLE 14.

The Union recognizes that the Company is subject to Federal regulations in regard to Security.

## **ARTICLE 5 — EXCLUDED PERSONNEL**

**5.01** Employees other than members of the Bargaining Unit shall not perform work that comes under the terms of this Agreement, but may do so if:

- (1) instructing an employee or employees;
- (2) new and existing product and process development, refinement and verification;
- (3) research and development;



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- (4) obtaining and maintaining certificates of qualification in work methods, process or skills as required by Company's customers; or,
  - (5) an emergency;

provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee or avoid the establishment of a bargaining unit position.

## **ARTICLE 6 — RESERVATION OF MANAGEMENT RIGHTS**

**6.01** Within the framework of this Agreement, the Company reserves the right to hire, promote, transfer, retire, demote or lay-off employees and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided.

Within the framework of this Agreement, the Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities, to maintain order and efficiency in its Plants, and to determine the location of its Plants, the products to be manufactured, the scheduling of its production and its methods, processes and the means of manufacturing.

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## **ARTICLE 7 — STRIKES AND LOCK-OUTS**

**7.01** The Company and the Union agree to be bound by the provisions of the Ontario Labour Relations Act in respect to strikes and lock-outs.

The Company and the Union agree that neither shall call, authorize, counsel, procure, support or encourage an unlawful strike or lock-out.

## **ARTICLE 8 — UNION REPRESENTATION**

### **Bargaining Committee**

**8.01** (a) The Company acknowledges the right of the Union to elect or appoint a plant committee consisting of:

- i) one committeeperson from production, one from skilled trades / technical and one chairperson from the bargaining unit population;
- ii) One Steward from each off shift;

If the number of bargaining unit employees in Milton exceeds one hundred and forty-five (145), the union will have the right to elect or appoint an additional committeeperson from the skilled trades or technical group

(b) The committeepersons, stewards and chairperson must be employees of the Company with seniority.

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- (c) The chairperson and two committeepersons will be retained on the day shift with preferred bargaining unit seniority. Should the number of bargaining unit employees in Milton exceed one hundred and forty-five (145) the additional committeeperson identified in 8.01 (a) i) above will also be retained on the day shift with preferred bargaining unit seniority. The chairperson shall receive the highest straight time hourly base rate in effect at that time for all hours spent on union business as described in Article 8.

The Company will permit the chairperson the necessary and reasonable amount of time during regular scheduled working hours for the purpose of conducting union business.

The plant chairperson will be allowed the full-time of his regular shift for the purpose of conducting union business. If the plant chairperson is absent from the plant for a period of greater than five (5) consecutive working days (vacation time off and Union Leave of Absence is excluded), then, the Union may designate an alternate who will function as the plant chairperson. The designate will be one of the elected committee members, who will function as both the plant chairperson and their elected position during this period of absence. This alternate will be entitled to the chairperson rate of pay for the full eight (8) hours of the shift.

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- (d) The committeepersons outlined in (a) will constitute the bargaining committee for the purposes of contract negotiations with the Company.
  - (e) When ten (10) or more employees are called in to work overtime, the Union may appoint one (1) of such employees as acting steward.

**8.02** The Union will inform the Company, in writing, of the names of the committeepersons, stewards and chairperson and any subsequent change in the names of the committeepersons, stewards and the chairperson, and the Company will not be required to recognize the committeepersons, stewards and chairperson until such notification from the Union has been received.

**8.03** The committeeperson, the steward and/or the grievor shall report to and obtain permission from their foreman or his representative, whenever it becomes necessary to leave their work for the purpose of processing grievances or complaints as outlined in the grievance procedure. He will advise his foreman of his destination and the general nature of his business and the time anticipated to transact such business. Such permission will be granted within a reasonable period of time, without undue delay. The Company may need a reasonable period of time to find a replacement. The committeeperson, the steward and/or the grievor shall report back to their foreman or his representative at the time they return to work.

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Such time off will be paid for by the Company at the normal hourly rate.

**8.04** The committeepersons and the chairperson shall form the plant committee for the purpose of meeting with management for the administration of this collective agreement. Meetings will be held on an "as needed" basis at the request of either the plant committee or management. Time spent by the plant committee at such meetings will be paid for by the Company at the normal hourly rate.

**8.05.1** The Company agrees to recognize and deal with national representatives from Unifor and/or president of Unifor Local 112 as part of the negotiating committee.

**8.06** The Company will notify the Union, in writing, of the management personnel, and any subsequent changes in these names.

**8.07** The National representative(s) and/or president of the Local Union will be entitled to be present and participate at meetings with management.

**8.08** The Company will permit the Union to hold elections of Union representatives on the Company's premises provided employees cast their ballots either before or after their shifts or during their lunch period.

**8.09** The Union may designate an alternate who will function in the absence from the plant of any

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Union representative. Notice of such alternate shall be given to the appropriate management representative, in writing, before such alternate shall function. There shall be no duplication of payment, if applicable, in the case of the Union representative being absent from the plant. The alternate must be a seniority employee who is scheduled at work during such absence.

**8.10** The Plant Chairman shall be allowed free access to and from the Company's operations in the performance of his duties. The Plant Chairman will be provided with office facilities, to be used by him for the purpose of the administration of the Collective Agreement. The office shall include desk, chair, telephone and filing cabinet. Requests by the Chairman for use of such office for special meetings of Union Officers will not be unreasonably withheld.

The plant chairperson will be supplied with written information concerning starts, resignations, surplus declarations, lay-off, recalls, leave of absence, retirement, discharges, terminations. Every six months or upon request, the company will supply the union with a complete mailing list of employees covered by this agreement.

**8.11** In order that the operations of the Union as authorized on Company premises, will not become disorganized when lay-offs are being made, the Company agrees to the following procedures:

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- (1) In the following order: the Health and Safety Representatives, Shop Steward(s), Committee-person(s), and the Plant Chairman shall be the last person(s) who is removed from his classification during his term of office so long as he has the ability to perform the work available. Thereafter he/they will be subject to all bumping provisions except that he will not be laid off during his term of office so long as full-time work at his own or a lower wage level is available which he has the ability to perform.
  - (2) Shop Stewards and Committeemen will only be recognized in the area in which they possess acknowledged jurisdiction. It is understood that there may be occasions when a Shop Steward or Committeeman will be required to follow through a grievance outside his jurisdiction if such grievance originated within his area.
  - (3) Advice of the election or appointment, whether temporary or otherwise, of a Health and Safety representative, Steward, Committeeman, or Union Officer may be made by the Plant Chairman or President of Local 112, and the Company will recognize such Officer from the date of the telephone advice, providing a letter of confirmation is received from the Union within ten (10) working days.

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- (4) A union official, as described in sub section (1) who avoids lay-off by virtue of his Union status shall be subject to lay-off immediately upon losing such status if a senior employee in his classification has been laid-off during his term of office. Such laid-off employee will be recalled in accordance with the recall provisions in Article 23.00.

## **ARTICLE 9 — ATTENDANCE OF NATIONAL REPRESENTATIVE**

- 9.01** A National Representative or Representatives of the Union may be present and participate in any meeting of the Union Bargaining Committee and the Company.

## **ARTICLE 10 — PERFORMANCE OF REGULAR DUTIES – UNION BUSINESS**

- 10.01** The Union recognizes and agrees that Stewards, Committeemen and Members of the Bargaining Committee have regular duties to perform in connection with their employment and that only such time as is necessary will be consumed by such persons during working hours in order to attend to the business of administering the Agreement.



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**10.02** The President of the Local Union, or in his absence the Vice-President will be recognized as an ex-officio member of all Committees. It is understood that the President shall not be recognized as an additional Shop Steward or Committeeman.

## **ARTICLE 11 — UNION BUSINESS**

**11.01** Before leaving his regular duties on behalf of the Company to investigate or process a grievance or otherwise attend to the business of administering the Agreement, the Steward or Committeeman must obtain the permission of his Foreman to do so, and before permission is granted, may be required to complete a form supplied by the Foreman indicating the nature of his business and the time anticipated to transact such business. Time in excess of such may, at the Company's discretion, and after notice to the Union, be disallowed. The Foreman will make arrangements as quickly as possible to allow the Steward or Committeeman to attend to such Union business.

**11.02** In accordance with this understanding, except as provided in clause 15.05, the Company will compensate such employees for the time spent during their working hours in dealing with employee grievances at their regular rate of pay. The Company reserves the right to withhold payment if the Steward or Committeeman does not conform to the accepted practice when dealing with

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grievances. Any dispute arising from the above may be the subject of the grievance procedure.

## **ARTICLE 12 — PAYMENT OF BARGAINING COMMITTEE FOR THE PURPOSE OF NEGOTIATION**

**12.01** The company will compensate the members of the bargaining committee for the time spent during regular working hours in negotiating with company representatives for renewal of the Collective Agreement up to a maximum of 20 working days.

## **ARTICLE 13 — UNION — COMPANY MEETINGS**

**13.01** The Union Bargaining Committee and the Company Labour Relations Committee shall meet within four (4) working days when there is business which requires their joint consideration. Such time limits may be extended by mutual agreement of the Parties.

**13.02** Necessity for meeting will be indicated by a letter or note from either Party to the other Party containing an agenda of the subjects for discussion.

**13.03** The Parties agree that a disposition will be given within ten (10) working days following the meeting; such time limits may be extended by mutual agreement of the Parties.

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## ARTICLE 14 — GRIEVANCE PROCEDURE

**14.01** All grievances arising between the Parties shall be dealt with as speedily and effectively as possible. Necessary information pertinent to the resolution of grievances shall be supplied and discussed and a positive effort made at settlement by the Parties at all stages of the grievance procedure.

Any request by an employee to discuss a complaint or a grievance with his Union representative, will be granted without undue delay after the employee has advised his foreman of the nature of his complaint or grievance. Any grievance alleging violation, misinterpretation or misapplication of the terms of this Agreement shall promptly be taken up orally by the employee and his Union representative with the employee's immediate foreman in an office. The complaint will be discussed in detail.

**14.02** The parties will not be under any obligation whatsoever to consider or process any grievance which arose out of any action or conditions within a reasonable period of time after the date the subject of such a grievance became known or should have been known to the grievor.

**14.03** The Company will produce such pertinent production, payroll, attendance records, disciplinary notices and each Party shall supply information pertaining to the employee(s) involved as may be necessary to the settlement of a grievance at each stage of the grievance procedure.

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During the grievance procedure, the Parties shall have reasonable access to the Plant facilities to view the disputed operations or confer with necessary persons.

### **Step No. 1**

**14.04** An employee(s) having a grievance shall first submit the same to the Shop Steward, or in his absence a substitute Union Representative, who shall present the complaint in the prescribed manner to the employee's (employees') Foreman. It shall be mandatory that the Parties concerned fully discuss the grievance. Either Party may have present, any persons necessary to the settlement of the grievance.

The Foreman shall reply to the Steward in the prescribed manner no later than the fifth (5th) working day following the day on which the grievance was discussed or such reasonable time extension as may be mutually agreed.

The date of reply will be established at the time of discussion by the Foreman and Steward.

### **Step No. 2**

**14.05** If the decision of the Foreman is not satisfactory to the employee(s) concerned and/or the Union, the grievance shall be presented, in writing, to the Company or his designee by the Committeeman within five (5) working days following the decision of the Foreman. The written grievance shall be on the

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prescribed form and must contain a statement outlining the nature of the complaint and the relief sought.

The grievance shall be fully discussed at a meeting to be held within ten (10) working days after receipt of the grievance from the Committeeman. At the meeting will be the Company, the Bargaining Committee and any persons necessary to the resolution of the grievance.

If the grievance cannot be resolved in discussion, the Company will provide the Union with its written decision within five (5) working days of the Step No. 2 meeting.

The time limits provided in this Step No. 2 may be extended by mutual agreement.

### **Group Grievance**

**14.06** A "Group Grievance" which is one concerning more than one employee having the same complaint may be submitted at Step No. 2 of the grievance procedure, and failing settlement, to arbitration in the normal manner.

### **Policy Grievance**

**14.07** Either Party may file a "Policy Grievance" at Step No. 2 of the grievance procedure. A "Policy Grievance" is defined as one, which alleges a misinterpretation or violation of a provision of this Agreement. Generally because of the nature or

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scope of the subject matter of a "Policy Grievance", it will be filed by the Plant Chairman or the President of the Local Union or their designee on behalf of the Union or by the Company. Failing settlement, it may be referred to arbitration in the normal manner.

**14.08** Any grievance that is not advanced to the next stage of the grievance procedure within the time limits provided herein shall be considered settled in the grievor's favour, if the failure is on the part of the Company. Upon prior notification to the Union, that the time limits in the grievance procedure cannot be met due to the legitimate absence from the Plant of persons directly involved in the grievance, or for other established legitimate reasons, an automatic extension will be granted, the duration of which will be subject to mutual agreement.

A grievance conceded under this provision will be without precedent or prejudice to any similar grievances.

The provision with respect to the extension of time as found in Section 48 (16) of the current Labour Relations Act do not apply.

**14.09** In the event that a grievance is filed involving safety, it is understood that the Union Safety Representative, or his alternate, will be included in the processing of such grievance.

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## ARTICLE 15 — ARBITRATION

**15.01** If arbitration is to be invoked, the party seeking arbitration must notify the other party in writing within five (5) working days following the second step answer after which the party seeking arbitration shall, within ten (10) working days, contact the arbitrators requesting a date for a hearing. The request shall be in writing with one copy sent to the other party. Grievances signed into arbitration during the period awaiting arbitration dates will be included in such dates for the purpose of applying this article. Within thirty (30) days of the request for arbitration dates, the parties shall select a date for the hearing of the grievance. Should the parties fail to reach agreement on an arbitration date for a particular grievance, the first arbitration date following sixty (60) days from the date on the letters requesting arbitration shall be accepted by the parties. The grievance to be heard shall be established by the party requesting arbitration in accordance with Article 15.06; however, both parties will be provided with at least three weeks' notice of the first day of hearing for the grievance to be heard.

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

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**15.03** During arbitration, the conferring Parties may have the assistance of the employee(s) concerned and any necessary witnesses.

All reasonable arrangements will be made to permit the conferring parties to have access to the Plant to view the disputed operations or confer with the necessary witnesses.

**15.04** When the Parties desire or the grievance is of such a nature that due to the accessibility of the operations and witnesses the arbitration hearing should be held on the premises of the Company, the parties may mutually agree to do so.

**15.05** Employees when required to appear during working hours before an arbitrator on the hearing of the appeal of a grievance shall be paid by the Company at their regular rate, for the time so spent. The same condition shall apply to the Plant Chairman, two (2) employees who are members of the Bargaining Committee and the Committeeman through whom the grievance originated, who may appear at the hearing.

It is agreed between the Company and Union that, in view of accessibility of operations and witnesses, arbitration hearings will be held on the premises of the Company unless mutually agreed to meet off site.

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



- 
- (1) Discharge
  - (2) Lay-Off
  - (3) Policy
  - (4) Others

**15.07** It is agreed that disputes, which are carried to the arbitration stage, shall be heard before a single arbitrator. Where requested, two (2) grievances may be heard at the one arbitration hearing provided the first grievance heard is completed by 1:00 p.m. on the day of the hearing. The Company and Union, having expressed confidence in the ability of the under mentioned persons, agree that they shall be called to arbitrate on the basis of their earliest availability.

- (1) Paula Knopf
- (2) Palmer, Prof. E. E.
- (3) Mary Ellen Cumming
- (4) Howard Brown

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

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**15.09** After a grievance has been processed through the grievance procedure and remains in dispute, the Parties to this agreement agree that the arbitration process is presently the appropriate method of resolving these differences that arise during the term of this Collective Agreement. Therefore, the Parties agree that the decisions of the arbitrator shall be final and binding on both parties and his expenses shall be borne in equal shares by the Company and the Union.

## **ARTICLE 16 — DISCIPLINARY ACTION**

**16.01** An employee subject to reprimand or disciplinary action shall have his Steward or Committeeman present. Union representation will not be required during the investigative procedure the Company may undertake in order to determine fault, provided the employee is not removed from his work area.

Any disciplinary action issued by the Company shall be done within 5 working days from the date of the incident.

In the event that disciplinary action results in suspension or discharge of an employee, the matter will be discussed with the Chairman of the Bargaining Committee and the Steward or Committeeman involved before such disciplinary action is being taken. The employee may be present if so requested by either Party.

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Any disciplinary action taken shall be removed from the employee's record at the conclusion of twelve (12) months.

**16.02** A claim by an employee that he has been unjustly discharged from his employment or improperly laid-off shall be treated as a grievance if a written statement of such grievance is lodged with the Company within three (3) working days after the employee has been notified of his discharge, or twenty (20) working days after notification of lay-off.

**16.03** In such case, Step No. 2 shall be invoked within five (5) working days thereafter.

**16.04** In the case of an employee who is discharged while absent from the Plant, the period of three (3) working days shall be extended to ten (10) working days following issue of the Notice of Discharge by registered mail to the last address shown on the Company Personnel Records.

## **ARTICLE 17 — BULLETIN BOARDS**

**17.01** The Company will provide a Bulletin Board at an agreed location in the Plant for the convenience of the Union in posting notices of Union activities. All such notices must be signed by the proper officers of the Union and submitted to the Company for approval before being posted.

The Union may make distribution of the Union Newspaper the "Aircrafter" on the day of circulation at the time clocks at quitting time.

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This authority does not cover distribution of any other material than the "Aircrafter".

## **ARTICLE 18 — SENIORITY**

**18.01** There shall be three (3) Seniority Lists as follows;

- (1) Skilled Trades
- (2) Technical Employees
- (3) Production Employees

**18.02** Seniority rights shall be established in accordance with provisions of Article 19 and 20.

### **Shelf Seniority**

**18.03** (a) It is understood and agreed that when a member of the Bargaining Unit, with seniority, transfers from a Production classification to a Skilled Trades/Technical classification, the Production classification Seniority he held at time of transfer will be retained to his credit (*Shelf Seniority*) in the Production classification. In the event that such employee is subsequently laid-off from Skilled Trades / Technical, he will be eligible to bump back into the Production classification from which he had transferred providing he does not displace an employee with greater seniority.

(b) It is further agreed that when a member of the bargaining unit, with seniority, transfers from

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a Skilled Trades classification to a Technical classification, the Skilled Trades seniority he held at time of transfer will be retained to his credit (shelf seniority) in the Skilled Trades. In the event that such an employee is subsequently laid-off from Technical classification, he will be eligible to bump back into the Skilled Trades classification from which he had transferred providing he does not displace an employee with greater seniority.

### **Skilled Trades / Technical Seniority**

An employee laid-off from Skilled trades/Technical who has recall rights to Skilled trades/Technical and was working in a Production classification and then laid-off from Production will continue to accrue seniority on both seniority lists. If the employee declines recall to either Production or skilled trades/Technical, he will forfeit all seniority rights for the group and his name will be removed from the respective recall list.

**18.04** Seniority and Recall Lists will be amended and re-issued to the Union every 4th month from the effective date of the Agreement. Seniority lists will be posted at two (2) locations within the Plants.

The Seniority Lists will stipulate Name, Classification, Clock Number, Department and Seniority Dates.

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- 18.05** A complaint by an employee relative to his position on a Seniority List may be dealt with as a grievance at any time.

## **ARTICLE 19 — PROBATIONARY PERIOD**

- 19.01** Any employee who completes sixty (60) days actually worked during any twelve (12) month period of employment will be considered as having completed his probation and his name will be added to the appropriate Seniority List. Notwithstanding anything contained elsewhere in this Agreement, no grievance will be lodged against the discharge, by the Company, of a probationary employee. A probationary employee may grieve only on matters relating to normal operating conditions.

A probationary employee will be advised of the reasons for dismissal, if such dismissal is related to work performance.

- 19.02** The company and union acknowledge and agree that:

- (a) the purpose of the probationary period is to permit the company to assess the potential, capability and general suitability of a new employee for continued employment with the company.
- (b) the company is not required to advise or give notice to a probationary employee of any

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concerns it has regarding his performance during the probationary period. This does not prevent the company from, in its sole discretion, counselling a probationary employee of concerns or deficiencies in his performance in order to enable him to improve.

- (c) where the company at any time during the probationary period, determines, in its sole opinion, that the probationary employee does not have the potential capability or general suitability for continued employment, it shall have the right to discharge such probationary employee provided that it does not act in bad faith or in a discriminatory manner; and
- (d) in arbitrating any grievance arising out of the discharge of a probationary employee, an arbitrator shall have the power to reinstate a probationary employee where it is established that the company acted in bad faith or in a discriminatory manner in discharging the probationary employee.
- (e) the Company agrees to introduce all new employees to the plant chairperson. The Company further agrees to give the Union the reasonable time necessary with the new employees to advise them of their rights and obligations under the collective agreement.

**19.03** If an employee works a day or part of a day or if a Plant Holiday should fall during the probationary period, such day, part of the day, or Plant Holiday shall be considered as a day actually worked for

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the purpose of computing the employee's probationary period. An employee's Seniority Date shall be the date established as sixty (60) working days prior to acquiring seniority.

- 19.04** When two or more employees commence work in the same seniority group on the same day, the establishment of their relative seniority shall be determined by the alphabetical order of the employee's surname at date of hire, and the Company will assign the lower clock number to the senior most person.

## **ARTICLE 20 — GENERAL PROVISIONS**

- 20.01** Wherever in this Agreement the masculine gender is used, it shall also apply to the feminine.

- 20.02** The Company and the Union agree that those with greatest seniority shall be given preference in job vacancies and promotions and that those with least seniority shall be first to be demoted PROVIDING that in either case, the employee or employees involved possess the ability and the desire to do the work required.

Fundamentally, rules respecting seniority are designed to give employees an equitable measure of job security based on the length of service with the Company and subject to the provisions of the Collective Agreement.

- 20.03** Skilled Trades negotiated as Schedule "E".



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## **Pay Cheques –**

- 20.04** (a) The Company agrees that employees will receive their pay cheques bi-weekly on Thursday. The Company will use its best efforts to provide pay cheques for the second and third shifts on the Wednesday preceding the pay day.

On line pay stubs will be made available to employees to replace paper pay statements on a voluntary basis.

All new hires after October 4th, 2005 will be paid bi-weekly by direct deposit.

- (b) Any pay deficiency of less than \$100.00 will be rectified on the next pay period. Any pay deficiency of \$100 or more will be made good before the end of the next scheduled shift following that on which the employee and the Company discuss it.

## **Courses –**

- 20.05** The Company agrees to pay one hundred percent (100%) of the cost of the courses and textbooks for any course that the Company sends an employee on.

## **Tuition –**

The Company will reimburse employees for tuition for courses which have been successfully completed and which had prior Company approval.

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## **Certificate –**

Where the Company has in the past paid the cost of certificate renewal required to perform an employees job, it will continue to do so.

- 20.06** The Company will make available a suitable parking area, which will be kept in a reasonable condition for all employees at no cost. The Company will endeavour to provide clean and sanitary washrooms and lunch room facilities.

## **Work Force Information –**

- 20.07** The Company will provide the union in advance, with a written notice of any impending layoff or recall or major increases in the work force and as the information becomes available of any bereavement leave or temporary reassignment.
- 20.08** The Company and Union share a deep concern about the problems, which exist in society today such as problems related to drug abuse, alcohol addiction, financial difficulties and other items of a personal nature. In order to assist employees, the Company and the Union will compile a list of agencies and services who can counsel employees with respect to these problems. This list will be updated and provided to employees on an annual basis.

## **Minute of Silence –**

- 20.09** The Company agrees to one (1) minute of silence on:

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- **National Day of Mourning** April 28th at 11:00 am in observance of those workers who have died in industrial accidents.
  - November 11th for **Remembrance Day**.
  - December 6th at 11:00 am **Day of Commemoration and Action to End Violence Against Women**.

The Company will post a reminder notice to all employees before 11:00am on the days as stated above.

The company will also endeavour to make an announcement at 11:00am on the days stated above.

### **Plant Closure –**

**20.10** Should Northstar Aerospace – Milton voluntarily elect to close the Milton Facility as a result of a decision to relocate, the Company will give the Union eight (8) weeks notice of such closure and all employees with seniority shall be eligible to receive severance equal to \$100.00 per year of service that will be exclusive of legislated severance pay.

Employees terminated as a direct result of a Milton plant closure will be eligible for one and one half (1½) weeks of pay at their regular hourly wage rate of pay for each year of service to a maximum of 30 years of service as of the closure date. Severance will be prorated to include full months of completed employment up to the time of closure. Such severance payments shall be in lieu of and in full satisfaction of any severance pay rights under

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either the Act or the Collective Agreement between the Employer and the Union.

In the event of a plant closure, the Company will participate in a Labour-Management adjustment committee and that we will seek financial assistance from the Industrial Adjustment Service (Federal Government) and the Office of Labour Adjustment (in Ontario).

In addition to any successor rights provided through legislation, the Company agrees in the event that NAC Milton, re-opens the plant within three (3) years from the date of closure within the Province of Ontario, the UNIFOR will have bargaining rights and the parties will negotiate in good faith a Collective Agreement.

Acceptance of severance pay will sever the employee's seniority.

### **Heat Relief –**

**20.11** The Company agrees that when the temperature and humidity in a particular area of the plant reaches a level that the health of the employees in that area is in question, the Company will meet with the committee to discuss and agree on a course of action.

### **New Technology –**

**20.12** The parties agree that with the introduction of new technologies, it is important that advance planning be made to anticipate skills, needs and training required.

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(1) **Definition:**

New technology means the introduction by the Company of new methods, tools, machines, equipment, replacement machinery, modified machinery and new techniques, that change existing methods of manufacturing.

(2) **Advance Notice:**

When the Company is considering the introduction of technological change or new techniques affecting members of the bargaining unit, the Union shall be notified with as much advance notice as is possible (60 days minimum), prior to the introduction of the new technology. Such notice shall be in writing and shall contain all pertinent data including:

- a) The nature of change.
- b) The approximate date on which the Company proposes to effect the change.
- c) The approximate number, type and location of employees likely to be affected by the change.
- d) The effects the change may be expected to have on the employees working conditions and terms of employment.
- e) All other pertinent data relating to the anticipated effects on employees including the change in skills.

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The Company shall also update the information provided, on a continuous basis, as soon as new developments arise or modifications are made.

(3) **Committee On New Technology:**

When the Union is notified of a technological change then a committee comprised of two (2) representatives from bargaining committee, Unifor National Skilled Trades representative or his designee, if requested by union members of the committee and two (2) representatives from the management shall meet and hold constructive and meaningful discussions in an effort to reach an agreement on solutions to the problems arising from any intended technological change, on measures to be taken by the Company to protect employees from any adverse effects and on measures to ensure that technological change improves working conditions and job design and provides new opportunities for employees. The committee shall meet at the request of either party and when notice is given of a technological change.

(4) **Training / Retraining:**

The Company agrees that all employees will have an opportunity to be part of any new manufacturing technology to be introduced, and whenever possible will offer on the job training to the most senior employee so that employees will have the opportunity to keep

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current with new methods, tools, machines and new technology.

(5) **Dispute Mechanism:**

Should the Company and/or Union fail to reach agreement on any of the requirements contained in this article, either party shall have the right to file a grievance beginning at step two of the grievance procedure.

**Out of Town Assignments –**

- 20.13**
- (a) Employees performing work at a customer's or supplier's facility will be paid their normal hourly rate for hours worked and travel time. Any applicable overtime will be paid in accordance with Schedule "B".
  - (b) Employees will be reimbursed for reasonable travel and living expenses upon presentation of a properly approved expense report accompanied by valid receipt.
  - (c) Employees will be paid a mileage allowance of fifty-two (\$.52) cents per kilometre for approved travel for using their own automobile.

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## **Work Parties**

### **20.14**

Where the Company's product is being repaired or overhauled and the Company is obligated by the customer to monitor or oversee the repair or overhaul, the appropriate member(s) of the bargaining unit may be sent by the Company to the customer's location.

## **Payment Pending Determination of W.S.I.B. Claims**

**20.15** An employee who is absent from work as a result of an occupational disease, illness, or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than two (2) complete pay periods, may apply for weekly indemnity benefits.

An employee must sign a waiver agreeing to repay all weekly indemnity benefits received upon receipt of W.S.I.B.

## **ARTICLE 21 — TEMPORARY RE-ASSIGNMENT**

**21.01** The Company shall have the right to temporarily transfer an employee to a job classification other than their regular job classification for a period not



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to exceed thirty (30) working days unless an increase of this period is arranged by mutual consent of the company and the committee person. The company may temporarily re-assign employees to other work such as may be necessary to avoid short layoff and/or short recall and to cover temporary expansion in an operation or operations provided:

- (a) Time spent on temporary reassignment shall not be considered for the purpose of layoff, recall, job posting and overtime distribution.
- (b) Such employees as may be assigned to the temporary work shall receive the pay of their regular job classification or the top rate of the job classification in which the temporary work occurs, whichever is higher. The new hire graduated rate schedule is preserved for employees with three years or less in seniority who temporary transfer.
- (c) No disciplinary action will be taken against any employee who is assigned work of a temporary nature in another job classification by reason of his failing because of lack of job knowledge to satisfactorily do the work required of him in that classification.
- (d) No employee in the job classification to which a temporary assignment has occurred will be declared surplus while an employee is temporarily assigned to this job classification.

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- (e) The company agrees that it will not use temporary reassignment to circumvent the recall procedure. It is understood that the word “short” as used above shall be deemed to mean thirty (30) working days or less.
  - (f) Senior employees in the classification affected shall be given preference in temporary reassignment as long as it does not unduly interfere with production.

**21.02** The Company will advise the Union Representative prior to the temporary re-assignment of an employee under this Article.

**21.03** There shall be no temporary re-assignments from Production classifications to any trade or classification within the Skilled Trades / Technical, unless otherwise agreed to by the Skilled Trades Committeeman and such agreement will not be unreasonably withheld.

## **ARTICLE 22 — JOB POSTINGS**

**22.01** (a) When job vacancies exist which the Company believes will exceed thirty (30) working days; such vacancies shall be posted on plant bulletin boards for three (3) working days. Any employee with seniority may make application for such vacancy. Provided the job is filled from within the bargaining unit, the Company will notify the

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successful applicant within five (5) working days after the posting has been removed and will transfer him within fifteen (15) working days of his being awarded the job or within fifteen (15) days of work being in the plant.

An employee so notified will receive the new rate in accordance with schedule "A", upon his move to the posted job or thirty (30) working days from the date the posting is removed, whichever is the lesser time, except when the posting is to a lower rated job, in such case the new rate shall apply at the time the employee occupies the lower rated job. Vacancies for posted positions not filled within 90 calendar days shall be cancelled. The new hire graduated rate schedule is preserved for employees with three years or less in seniority who job post.

- (b) Job postings shall specify the job classification, and the applicable wage rate. The classification qualifications shall be posted with the notice.
- (c) All applications must bear the signature of the applicant.
- (d) The Company will accept a pre-application for a specific job posting from an employee going on vacation or an approved leave of absence. The application shall remain in effect for thirty (30) calendar days or the expiry of the vacation or leave of absence, whichever occurs first.

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- (e) After fifteen (15) working days, an employee's seniority will be vested in the job classification and flow chart to which he has moved under successful application for a posted job.
  - (f) It is understood that a successful applicant to a posted position shall not be allowed to bid for another position for a period of six (6) months after the successful bid. The above does not apply where an employee is on layoff or has received notice of layoff at the time of the posting or where an employee accepts a temporary posting per provided in Article 22.06

**22.02** Employees bidding for a job vacancy under this article shall be considered on the following factors:

- (1) Seniority
- (2) Qualifications set out in the classification description

The Company may waive "experience" qualifications, provided no applicant fully meets the requirements of the classification. In the event that applicants cannot meet the classification requirements, even if "experience" qualifications are waived, the Company may waive other qualifications and grant a training period of thirty (30) working days to the most senior applicant with the greatest ability and knowledge. This period may be shortened on the mutual consent of the Company and the employee.

**22.03** The Company shall only open the job bidding to non-bargaining unit candidates in the event that it

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either has no applicants from the bargaining unit or none of the applicants meet the classification qualifications even when "experience" qualifications have been waived. Non-bargaining unit candidates must meet all of the qualifications set out in the classification description in order to be considered.

**22.04** Employees reclassified as a result of successful job bidding, except for those granted a training period under 22.02, shall be allowed a trial period of fifteen (15) working days.

**22.05** Should the employee prove unsatisfactory at the end of the training or trial period, the Company will notify the Union in writing giving reasons for the decision. The employee may decline the job any time during the training or trial period. The unsuccessful applicant will be returned to their former classification and the next most senior applicant shall be awarded the job posting subject to the provisions of clauses 22.02 and 22.03

**22.06** (a) For the first thirty (30) working days, vacant jobs created as a result of illness, injury or occupational accident or illness, or leave of absence shall not be posted. When such absence is expected to exceed thirty (30) working days, such job will be posted as a temporary vacancy, subject to Article 22.00. An employee accepted on a temporary vacancy shall be returned to his original classification upon the return of an employee from illness, injury, leave of absence or occupational accident.

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(b) Time spent on a job as per 22.06(a) shall not be considered for purposes of layoff, recall or job posting.

- 22.07** In the event of a posting calling for more than one opening in the same classification, it is understood that under no circumstances will a successful junior applicant attain vested seniority ahead of a successful senior applicant. Under no circumstances will an outside employee vest seniority over an inside applicant.
- 22.08** Laid off employees on recall will be eligible to apply for posted jobs within the three (3) working day time limit. For this purpose the company will record posted jobs in the personnel department and it is understood that the union will list posted jobs in the local 112 union hall.
- 22.09** Employees accepted into Technical Group shall have their seniority in their new technical classification as from the date of entry. Their accrued vested seniority shall be shelved as per Article 18.03.
- 22.10** The Company agrees with the concept of promoting from within the existing workforce, with the stipulation that the classifications which require a greater amount of training, N.D.T., and Bench and Structural Assembly classifications, that a greater weight be given to the skill and ability of an applicant.

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It is further agreed that where these factors are comparable amongst the applicants, seniority shall be the governing factor.

## **ARTICLE 23 – LAY-OFF / RECALL – PRODUCTION – SKILLED TRADES – TECHNICAL**

When a layoff is declared, the following procedures shall apply for (a) skilled trades (b) production and (c) technical employees.

**23.01** In the event of a major machine breakdown, power failure, water failure, fire or flood or any other similar causes beyond the control of the company, the company may lay off the employees affected without regard to seniority and will be permitted up to two (2) working days to determine seniority rights and make proper adjustment of staff, provided that no employee may be laid off out of seniority for more than three (3) working days in one calendar year.

**23.02** The Company agrees to give the employees and the union notice of any scheduled lay-off and post a list of classifications to be laid-off at least five (5) working days before such lay-off becomes effective or, alternatively, the Company will pay any employee laid-off five (5) days pay less any days worked during the notice period. Notwithstanding the above, the Company may make non-scheduled lay-offs without such notice, but in such cases shall promptly notify the Union of its intentions. A non-scheduled lay-off is a lay-off caused by failure

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to receive supplies, breakdown of equipment, withdrawal of customer approvals, schedule changes by customers where the Company has received less than seven (7) days notice, fire, flood or any other unanticipated event causing disruption of work.

**23.03** At the time of lay-off the employee will signify (by signing a form supplied by the Company) the eligible classifications to which he elects to be recalled in the presence of his respective committee-person or plant chairperson.

(a) A senior employee in a classification may accept layoff in preference to a junior employee being laid-off from the same classification. Such senior employee must indicate his desire in writing with the Human Resources department in advance of the layoff being declared and will be given the opportunity of accepting lay-off or cancelling his written indication at the time his classification is affected by layoff.

(b) If he accepts layoff under these provisions, he will be laid-off and his name will be retained on the seniority list and, also recorded under his classification temporarily in the last position on the recall list and he will be subject to recall at any time in accordance with his temporary seniority standing. He will be eligible to return to work commencing with the workweek following three (3) months of lay-off. The initial three (3) month period may be



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extended for an additional three (3) months provided the employee notifies the Company in writing by registered mail or by coming into the personnel office at least two (2) weeks prior to the expiration of the initial period of layoff. Only one such extension shall be granted to an employee during the life of the contract.

- (c) When he returns his name will be recorded in the proper position on the seniority list. If he fails to return to work when recalled at the above-specified time, his name will be removed from the recall lists and will forfeit all of his seniority rights.

### **Definition**

**23.04** For purposes of layoff and recall the term proven ability shall mean that a Northstar employee has demonstrated that he has performed the work in question at Spar Aerospace prior to the Derlan acquisition of April 1, 1993, or while employed with Northstar Aerospace – Milton.

### **Skilled Trades Layoff**

**23.05** When an employee is displaced or removed from his job except as otherwise provided for in this agreement, layoff shall be affected in the following manner:

- (a) Employees on temporary re-assignment covered under article 21.00 shall be returned

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to the job classification in which their seniority rights are vested.

- (b) Employees working in the classification having been accepted on posting as per 22.06
- (c) Probationary employees in the job classification affected will be laid off first.
- (d) Then employees working in the classification affected, who have been accepted by means of job posting or bumping, and whose seniority is not vested (within fifteen (15) working days) in such classification in accordance with section 22.01 (e) will be removed from the classification affected and returned to their former classification in accordance with their seniority.
- (e) Skilled trades employees shall be laid off in inverse order of their classification seniority and may exercise their bumping rights in accordance with the flow lines on their respective flow charts or may accept layoff rather than exercise their bumping rights.

### **Exceptions**

- 23.06**
- (a) In no event shall an employee bump another employee who has greater seniority or who is employed in a higher paid job classification.
  - (b) An employee who exercises his bumping rights shall be permitted up to ten (10) working days

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(if less than ten (10), then by mutual agreement) and up to ten (10) additional working days at the Company's discretion to prove his ability to satisfactorily do the work of the displaced employee and if unable to do so, will be laid off and a displaced employee recalled according to seniority on the Flow Chart affected unless the Union is notified that no replacement is required.

- (c) An employee while retained on the Recall list during layoff accumulates seniority during such a period and shall retain recall rights for a period equal to the seniority attained at time of layoff or a minimum of three (3) years whichever is greater. If an employee is hired to another job during the period of lay-off, he will retain recall rights to all classifications signed at time of lay-off.
- (d) At the time of layoff the employee will signify (by signing a form supplied by the company) the eligible classifications to which he elects to be recalled in the presence of the skilled trades committeeman.

### **Skilled Trades Recall**

**23.07** A laid off employee will be subject to recall in order of his seniority standing in accordance with the following provisions:

- (a) An employee on the recall list will be subject to recall to all classifications for which he is eligible and to which he has signified on the

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company supplied form at the time of layoff. If the employee declines to accept when recalled to any classification which he selected at time of layoff, he will forfeit all seniority rights and his name will be removed from the recall list.

**Exception:** an employee will be subject to recall to a newly created classification for which he is eligible and which became existent subsequent to his layoff, however, if he declines such recall he will not forfeit his seniority nor right of recall to those classifications which he had signified on the company supplied form at time of layoff.

- (b) However, an employee who has accepted layoff rather than exercise his bumping rights will only be eligible for recall to the classification from which he was laid off and/or such other eligible classification within his Flow Chart which he had not declined to bump into at the time of layoff.
- (c) A laid off employee subject to recall, who finds himself unable to return to work because of illness, shall be returned to work immediately upon his recovery from such illness. If a junior employee has been recalled in the meantime, he will be subject to lay-off upon the return of the senior employee if such lay-off is necessary.
- (d) If an employee is to be recalled for a temporary job of less than two (2) months, the employee

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will be so informed and if he is working in a job outside the company where he is being paid, he may refuse his recall and will not lose his seniority for this action.

## **Production Employees Layoff Procedure**

**23.08** When an employee is displaced or removed from his job except as otherwise provided for in this agreement, layoff shall be affected in the following manner.

- (a) Probationary employees in the job classification affected will be laid off first.
- (b) Employees working in the classification having been accepted on posting as per 22.06.
- (c) Then employees working in the classification affected, who have been accepted by means of job posting and whose seniority is not vested (within fifteen (15) working days) in such classifications in accordance with section 22.01 (e) will be removed from the classification affected and returned to their former classification in accordance with their seniority.
- (d) Employees with seniority in the classification affected will be removed from the classification in inverse order of seniority and may exercise bumping rights with the provisions.
- (e) He may accept layoff rather than exercise his bumping rights.

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- (f) He may displace any probationary employee providing he has the proven ability to perform the work of the displaced employee or,
  - (g) He may displace an employee holding least seniority in any classification at any equivalent wage level or at the next succeeding downward wage levels on his Flow Chart or another Flow Chart from which he had moved providing he has the proven ability to perform the work of the displaced employee. The parties recognize that the above will be the normal procedure; however, there may be exceptions wherein an employee lacks seniority to bump or declares he cannot perform the job in an equivalent wage level or at the next succeeding downward wage levels on his flow chart in which case he shall be permitted to displace the employee holding least seniority in any classification at the equivalent wage level or at the next succeeding downward wage level providing that he/she has the proven ability to perform the work of the displaced employee or,
  - (h) In the event that he has insufficient seniority to bump within his flow chart he may elect to bump into the Labourer classification providing he has more seniority than the employee being displaced.
  - (i) In no event shall an employee bump another employee who has greater seniority or who is employed in a higher paid job classification.

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- (j) An employee exercising his bumping rights and who subsequently fails on the job that he has chosen shall be allowed his remaining bumping rights under the collective agreement.
  - (k) An employee who exercises his bumping rights shall be permitted up to ten (10) working days (if less than ten (10), then by mutual agreement) and up to ten (10) additional working days at the Company's discretion to prove his ability to satisfactorily do the work of the displaced employee and if unable to do so, will be laid off and a displaced employee recalled according to seniority on the Flow Chart affected unless the Union is notified that no replacement is required.
  - (l) An employee while retained on the seniority list during layoff accumulates seniority during such a period and shall retain recall rights for a period equal to the seniority attained at the time of layoff or a minimum of three (3) years whichever is greater. If an employee is hired to another job classification during the period of lay-off, he will retain recall rights to all classifications signed at time of lay-off.
  - (m) At time of layoff, the employee will signify (by signing a form supplied by the company) the eligible classification to which he elects to be recalled, a copy of which will be provided to the plant chairperson, an employee is eligible for recall to all classifications at and below his current level on his current Flow Chart and all

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classifications at a previously held classification on any other Flow Chart.

## **Recall – Production**

**23.09** A laid off employee will be subject to recall in order of his seniority standing in accordance with the following provisions:

- (a) An employee on the recall list will be subject to recall to all classifications for which he is eligible and to which he has signified on the company supplied form at time of layoff. If the employee declines to accept when recalled to any classification which he selected at time of layoff, he will forfeit all seniority rights and his name will be removed from the recall list.

**Exception:** an employee will be subject to recall to a newly created classification for which he is eligible and which became existent subsequent to his layoff, however, if he declines such recall he will not forfeit his seniority nor right of recall to these classifications which he had signified on the company supplied form at time of layoff.

- (b) However, an employee who has accepted layoff rather than exercise his bumping rights will only be eligible for recall to the classification from which he was laid off and/or such other



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eligible classification within his Flow Chart which he had not declined to bump into at the time of layoff.

- (c) A laid off employee subject to recall, who finds himself unable to return to work because of illness, shall be returned to work immediately upon his recovery from such illness. If a junior employee has been recalled in the meantime, he will be subject to layoff upon the return of the senior employee if such layoff is necessary.
- (d) If an employee is to be recalled for a temporary job of less than two (2) months, the employee will be so informed and if he is working in a job outside the company where he is being paid, he may refuse his recall and will not lose his seniority for this action.

### **Lay-off – Technical Group**

**23.11** When an employee is displaced or removed from his job except as otherwise provided for in this agreement, layoff shall be affected in the following manner:

- (a) Employees on temporary re-assignment covered under article 21.00 shall be returned to the job classification in which their seniority rights are vested.
- (b) Employees working in the classification having been accepted on posting as per 22.06

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- (c) Probationary employees in the job classification affected will be laid off first.
  - (d) Then employees working in the classification affected, who have been accepted by means of job posting or bumping, and whose seniority is not vested (within fifteen (15) working days) in such classification in accordance with section 22.01 (e) will be removed from the classification affected and returned to their former classification in accordance with their seniority.
  - (e) Employees with seniority in the classification affected will be removed from the classification in inverse order of seniority and may exercise bumping rights with the provisions.
  - (f) He may accept layoff rather than exercise his bumping rights.
  - (g) He may displace any probationary employee providing he has the proven ability to perform the work of the displaced employee or,
  - (h) He may displace an employee holding least seniority in any classification at any equivalent wage level or at the next succeeding downward wage levels within the technical group from which he had moved providing he has the proven ability to perform the work of the displaced employee. The parties recognize that the above will be the normal procedure; however, there may be exceptions wherein an employee lacks seniority to bump or declares he cannot perform the job in an equivalent

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wage level or at the next succeeding downward wage levels within the technical group in which case he shall be permitted to displace the employee holding least seniority in any classification at the equivalent wage level or at the next succeeding downward wage level providing that he/she has the proven ability to perform the work of the displaced employee or,

- (i) In no event shall an employee bump another employee who has greater seniority or who is employed in a higher paid job classification.
- (j) An employee exercising his bumping rights and who subsequently fails on the job that he has chosen shall be allowed his remaining bumping rights under the collective agreement.
- (k) An employee who exercises his bumping rights shall be permitted up to ten (10) working days (if less than ten (10), then by mutual agreement) and up to ten (10) additional working days at the Company's discretion to prove his ability to satisfactorily do the work of the displaced employee and if unable to do so, will be laid off and a displaced employee recalled according to seniority unless the Union is notified that no replacement is required.
- (l) An employee while retained on the seniority list during layoff accumulates seniority during such a period and shall retain recall rights for a period equal to the seniority attained at the

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time of layoff or a minimum of three (3) years whichever is greater. If an employee is hired to another job classification during the period of lay-off, he will retain recall rights to all classifications signed at time of lay-off.

- (m) At time of layoff, the employee will signify (by signing a form supplied by the company) the eligible classification to which he elects to be recalled, a copy of which will be provided to the plant chairperson, an employee is eligible for recall to all classifications at and below his current level and previously held classifications within the technical group.

### **Recall – Technical Group**

**23.12** A laid off employee will be subject to recall in order of his seniority standing in accordance with the following provisions:

- (a) An employee on the recall list will be subject to recall to all classifications for which he is eligible and to which he has signified on the company supplied form at time of layoff. If the employee declines to accept when recalled to any classification which he selected at time of layoff, he will forfeit all seniority rights and his name will be removed from the recall list.

**Exception:** an employee will be subject to recall to a newly created classification for

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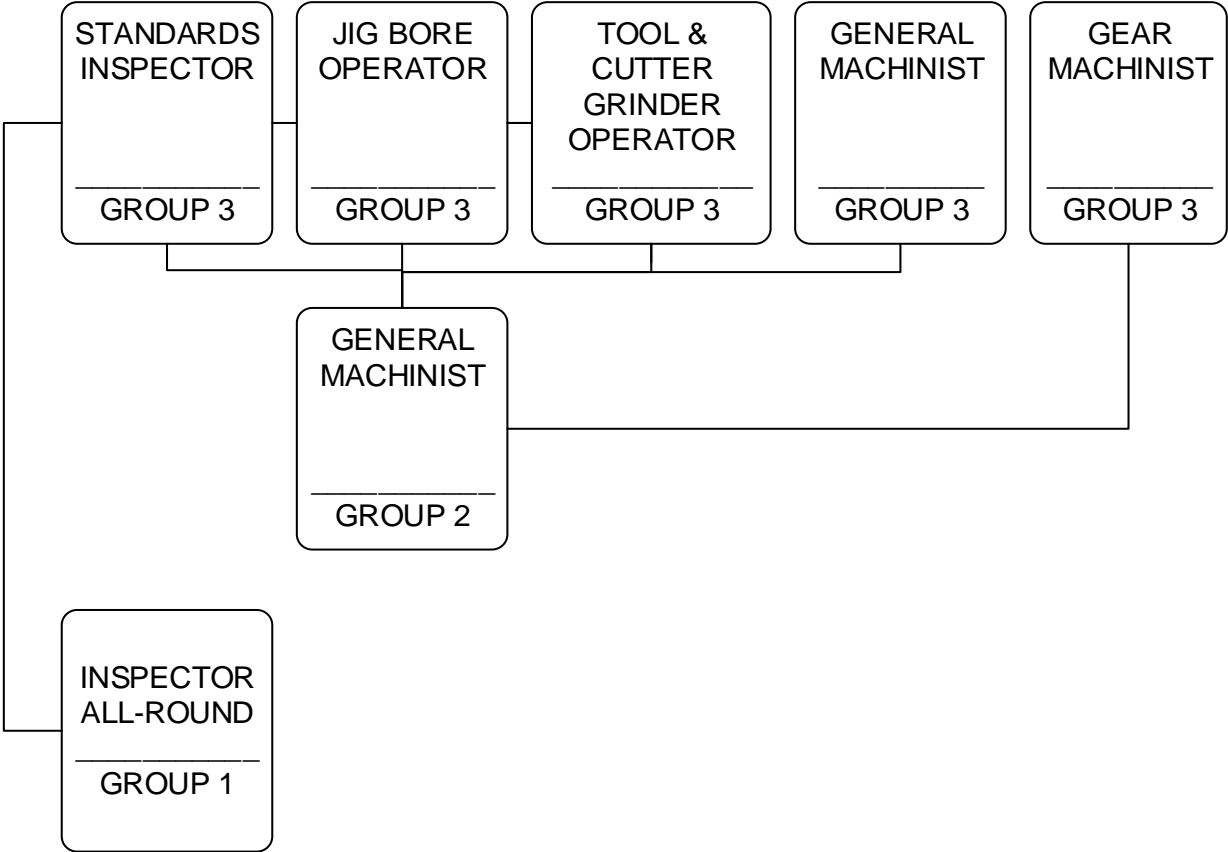
which he is eligible and which became existent subsequent to his layoff, however, if he declines such recall he will not forfeit his seniority nor right of recall to these classifications which he had signified on the company supplied form at time of layoff.

- (b) However, an employee who has accepted layoff rather than exercise his bumping rights will only be eligible for recall to the classification from which he was laid off and/or such other eligible classification within the technical group which he had not declined to bump into at the time of layoff.
- (c) A laid off employee subject to recall, who finds himself unable to return to work because of illness, shall be returned to work immediately upon his recovery from such illness. If a junior employee has been recalled in the meantime, he will be subject to layoff upon the return of the senior employee if such layoff is necessary.
- (d) If an employee is to be recalled for a temporary job of less than two (2) months, the employee will be so informed and if he is working in a job outside the company where he is being paid, he may refuse his recall and will not lose his seniority for this action.

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## Skilled Trades

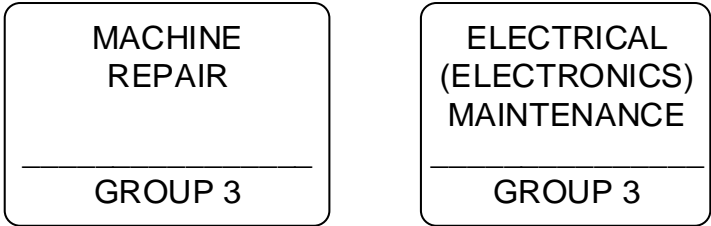
### GROUP FLOW CHART



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## Maintenance

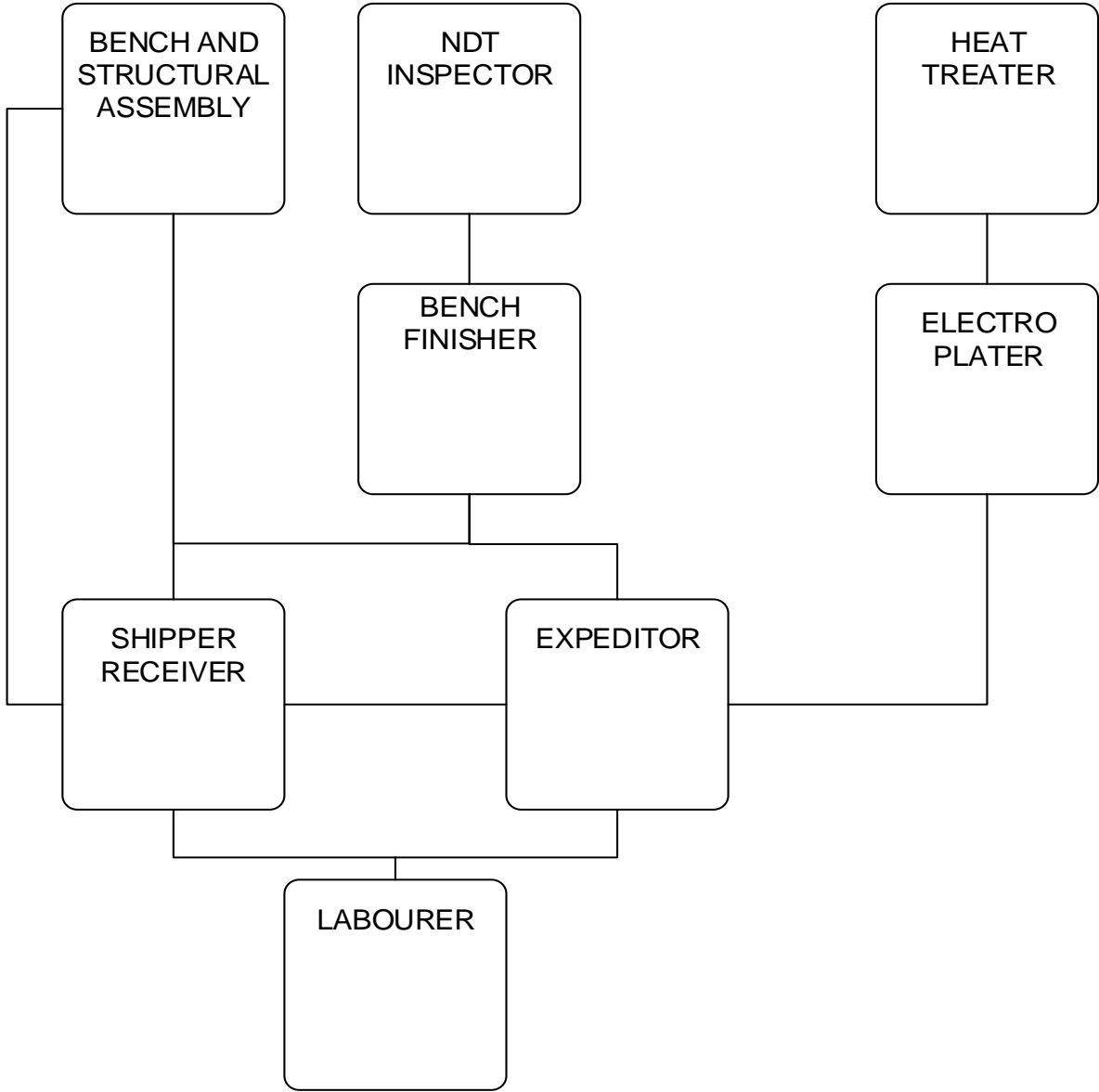
### GROUP FLOW CHART



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# Production

## GROUP FLOW CHART



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## **ARTICLE 24 — PHYSICALLY RESTRICTED EMPLOYEES**

- 24.01** Any Bargaining Unit employee who has been incapacitated at his work by injury or compensable occupational disease, while employed by the Company, will be employed in other work on a job that is operating in the Plant which he can do without regard to any seniority provisions of this Collective Agreement, except that such employee may not displace an employee with longer seniority.
- 24.02** In the event of a Bargaining Unit employee suffering a disability other than covered in 24.01 above, exceptions shall be made to the provisions of seniority in favour of such employee by agreement between Company and the Bargaining Committee.

### **Physically Handicapped Employees**

- 24.03** The Company will continue to make reasonable accommodation for physically handicapped employees.
- 24.04**
- (1) The company agrees to supply the chairperson with a copy of the WSIB Form 7 prior to the form being sent to the Board. The union shall have the right to represent the worker at the Board to amend any errors or omissions in Form 7.
  - (2) The Company and the union agree that the employees who have been off work due to injury, accident or illness, resulting in



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temporary/ permanent impairment, should be returned to active employment as quickly as possible. It is further agreed that these employees should be reinstated to their pre-injury/illness job if the employee is able to perform the essential duties of their pre-injury job.

- (3) The company agrees further to accommodate the work or workplace if necessary to comply with the employee's capabilities, to the extent that the accommodation does not cause the employer undue hardship.
- (4) If the employee is unable to perform the pre-injury/illness job or other comparable or suitable work, the employee has the right to the first opportunity to accept such other work he/she is able to perform when it becomes available.
- (5) The program is created to ensure adherence to the Workers' Compensation Act and the Ontario Human Rights Code.

## **ARTICLE 25 – POSITIONS OUTSIDE THE BARGAINING UNIT**

**25.01** No employee covered by this Agreement will be transferred to a position outside the Bargaining unit without his consent.

**25.02** An employee who is a member of the Bargaining Unit, appointed to Foreman or any other position

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with the Company which is not covered by this Agreement will retain the seniority acquired at date of leaving the Unit, but will not accumulate seniority during the period of time he is working outside of the Unit.

**25.03** Employees transferred out of the bargaining unit for up to sixty (60) days actually worked within any twelve (12) month period and who subsequently return to positions within the bargaining unit, shall enter the bargaining unit with seniority acquired while in the bargaining unit.

**25.04** The return shall be to the former job classification or a job classification embracing comparable job duties to that which they held prior to appointment, providing such return does not result in the lay-off or bumping of an employee with seniority. Only two (2) such employees may be returned to the Bargaining Unit in any contract year.

## **ARTICLE 26 — LOSS OF SENIORITY**

**26.01** Seniority status once acquired will only be cancelled under the following conditions:

- (1) If an employee voluntarily quits employment or is discharged and such discharge is not reversed through the grievance procedure.
- (2) Failure to notify the Company of an intention to return to work within four (4) working days after date of mailing of the Company's notice of recall sent by registered mail to the last

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address shown on the Company's personnel records, unless proof of a disabling illness or injury is submitted to the Company by the employee prior to the expiration of the four (4) working day period.

- (3) Failure to return to work from lay-off within ten (10) working days after the date of mailing of the Company's notice of recall sent by registered mail to the last address shown on the Company's personnel records, unless proof of a disabling illness or injury is submitted to the Company by the employee prior to the expiration of the ten (10) day period. If the employee is unable to report within the ten (10) day recall time limit because of extenuating circumstances beyond his control, the Company will extend this period.
- (4) If an employee transfers out of the bargaining unit for a period of sixty (60) days actually worked within any twelve (12) month period.

## **ARTICLE 27 — LEAVE OF ABSENCE**

### **Personal Leave**

**27.01** The Company will grant a Leave of Absence without pay (retroactive when justified by circumstances) providing the leave is for generally accepted legitimate reasons and will be subject to the Company's ability to adjust the work force satisfactorily during the period of absence. It is agreed that the employee will give as much advance notice as possible. All requests will be

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submitted in writing unless circumstances make this impossible. When more than one (1) week is requested, the employee must submit a written request at least thirty (30) days prior to the commencement of Leave. It is understood that if the employee has outstanding vacation time, this vacation time must be used, and/or scheduled and approved, prior to the leave of absence being granted.

### **Public Office Leave:**

**27.02** An employee with one or more years' seniority who is elected to public office will be granted Leave of Absence upon written request to the Company. Such leave shall be with accrual of seniority for one (1) term of public office and may be extended upon written application to the Company. If an employee returns to the Bargaining Unit from such Leave of Absence, he shall be returned consistent with his seniority to the job classification or a job classification embracing comparable job duties to that which he held prior to Leave of Absence, providing, such return does not result in a lay-off or bumping of an employee holding greater seniority.

## **ARTICLE 28 – MATERNITY / PARENTAL LEAVE OF ABSENCE**

**28.01** A female employee who becomes pregnant and who, as prescribed by applicable law, is eligible for but does not desire to exercise her right to such a

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pregnancy leave of absence, will on request be granted on extended pregnancy leave of absence of up to eight (8) months duration which will be extended up to an additional four (4) months upon the recommendation of employee's physician.

**28.02** An employee granted an extended pregnancy leave of absence who desires re-instatement at work shall notify the Personnel Department in writing not later than thirty (30) days prior to the date of termination of the extended pregnancy leave of absence.

**28.03** As a safeguard to her health and in order to establish records necessary for the approval of resumption of employment after confinement, the employee must report her condition to the Health Centre not later than the end of the fourth month of pregnancy and in addition must submit a letter from her physician stating the probable date of confinement and whether or not she can safely continue to perform her assigned job.

**28.04** An employee with at least thirteen (13) weeks seniority shall be entitled to parental leave up to eighteen (18) weeks with accumulated seniority.

Seniority will continue to accrue and the company will pay for the following benefits during such leave; life, AD&D, extended Health/Drug, pension, dental and should the employee become disabled beyond 52 weeks, long term disability.

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## ARTICLE 29 — UNION LEAVE OF ABSENCE

- 29.01** An employee who is elected or appointed to a full-time office with the National Union or Local 112, will be granted Leave of Absence upon written application of the National Union or the senior officer of Local 112 as the case may be. Such Leave of Absence shall be with accrual of seniority and extended upon request. It is understood that the Company will receive written notice from the National Union or Local 112, respectively to this effect.
- 29.02** The National Union or Local 112 agrees also to advise the Company in writing once annually of the names of those employees who are engaged in full-time duties with the Union.
- 29.03** Upon similar application, leave will be granted for periods up to ten (10) days, a cumulative maximum for the bargaining unit of forty (40) days per year to permit members of the Bargaining Unit to attend conventions or conferences called by the National Union or other Labour Councils. It is understood that not more than two (2) members will be absent at one time under this clause and that applications for leave will be presented in writing as soon as possible allowing reasonable time in order that the Company may provide replacements, if necessary.
- If the number of bargaining unit employees in the Milton Facility exceeds one hundred (100), the number of members allowed to be absent at one time will be increased from two (2) to three (3) and the cumulative maximum days of leave for the bar-

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gaining unit will increase proportionately. Thereafter, for every additional one hundred (100) bargaining unit employees the number of members allowed to be absent at one time will increase by one (1).

**29.04** It is understood that requests, which exceed the numbers quoted above, may be granted providing the individuals can be spared from production.

**29.05** If an employee returns to the Bargaining Unit from a full-time office with the National Union, the return shall be to the former job classification or to a job classification embracing comparable job duties to that which he held prior to leave of absence providing such return does not result in a lay-off or bumping of an employee holding greater seniority.

**29.06** When an employee returns to the Bargaining Unit from a full-time office with Local 112, he shall be returned consistent with his seniority and service, to the classification and to the department in which he was employed at the time of his election to such office, or to a job classification embracing comparable job duties to that which he held prior to his election. An employee shall be allowed to accrue seniority and service entitlement.

**29.07** A request for time-off for a Shop Steward employed on an off-shift to attend monthly membership meetings will be granted provided the Union gives at least 24 hours prior notification to the Company and no cost to the Company is involved.

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## **Company Paid Union Education Leave**

- 29.08** The Company agrees to pay into a special fund three (.03) cents per hour per employee for all compensated hours for the purpose of providing Paid Education Leave. Said Paid Education Leave will be for the pur-pose of upgrading the employee's skills in all aspects of Trade Union functions.
- 29.09** The company agrees to pay into a special fund two (.02) cents per hour per employee for all compensated hours for the purposes of providing Aerospace paid education leave.
- 29.10** Such monies to be paid on a quarterly basis into a trust fund established by the National Union C.A.W. and sent by the Company to the C.A.W. Education Department at:  
P.O. Box 897  
Port Elgin, Ontario  
N0H 2C0
- The Company further agrees that members of the Bargaining Unit, selected by the Union to attend the courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on unpaid leave of absence will continue to accrue seniority and benefits during such leave.
- 29.11** Social justice fund, one (.01) cent per employee per hour worked payable to the National Union.



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## ARTICLE 30 — HEALTH AND SAFETY

**30.01** (a) The Company agrees to maintain adequate sanitary safety and health conditions throughout its buildings and will provide protective equipment, devices and protective clothing where the need is designated by the Company or Health and Safety Committee. No employee will be disciplined for refusal to use any equipment which is not in safe operating order.

(b) **Company Duties**

The Company shall institute and maintain all reasonable precautions necessary to ensure every worker a safe and healthy workplace. The Company shall comply with the Occupational Health and Safety Act and its regulations in effect on July 2014 minimum standards.

**30.02** In order to provide a safe working environment, there will be a Joint Health and Safety Committee established.

The Union Members of the Committee shall be employees who work at that location and shall be known as the Union Health and Safety Representatives and shall be certified in accordance with the Occupational Health and Safety Act (or by Attending the Workers' Health and Safety Centre 120 Hour Certification Program if

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such program qualifies for certification by the Occupational Health and Safety Agency).

In the event of a complaint involving the safety of members of the Local at the location he/she represents, the Union Health and Safety Representative will be allowed paid time off the job to investigate the complaint immediately, in order to assist in the resolution of the complaint.

In addition to the duties given to Committees under Health and Safety Legislation, the Members of the Joint Health and Safety Committee will:

- (1) Participate in office/plant monthly tours to check on health and safety hazards. It is understood that in circumstances where both Union members of the JHS are in the same classification and there are six (6) or less employees in the classification, only one (1) member will participate in 30.02 (1) where participation adversely impacts production requirements.
- (2) Meet at least once a month to review their findings and make recommendations on the elimination of Health and Safety hazards.

The Company will provide the Site Union Health and Safety Representatives with all pertinent injury information in accordance with OHSA immediately after the injury is reported.

National Union staff will have access to the facilities upon approval from the Company.

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## Health and Safety Committee

- 30.03** (a) A joint Health and Safety Committee shall be composed of two (2) union members who shall be elected or appointed by the union. Union Co-Chair shall be retained on day shift.
- (b) Without limiting the foregoing, the committee shall:
- (i) Determine that inspections have been carried out at least once a month by the committee members. These inspections shall be made of all places of employment, including buildings, structures, grounds, excavations, tools, equipment, machinery, work methods and practices including ergonomic assessment. Such inspections shall be made at intervals that will prevent the development of unsafe working conditions.
  - (ii) Recommend measures to attain compliance with appropriate government regulations and the correction of hazardous conditions.
  - (iii) Consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.
  - (iv) Hold meetings at least once a month or more often as required for reviewing.

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- Reports of current accidents and occupational diseases, their causes and means of prevention.
  - Remedial action taken or required by the reports of investigations or inspections.
  - Any other matters pertaining to health and safety.
- (v) Record the minutes of the meetings which shall be signed by the Co-Chairs, distributed to the committee members, posted on the bulletin board and a copy to the Plant Chairperson.
- (vi) Have access to and promptly receive copies of all reports, records and documents in the company's possession or obtainable by the company pertaining to health or safety.
- (vii) Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.
- (viii) The union health and safety members shall meet without company representatives for at least one hour prior to the committee meetings.

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## **Right to Refuse**

- 30.04** (a) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work in accordance with the provisions of the Occupational Health and Safety Act and that signs are posted in the workplace advising them of this right.
- (b) When a worker exercises his right to refuse, he shall notify the supervisor who shall promptly notify the union H&S representative, who shall participate in all stages of the investigation. The worker will remain at a safe place and participate fully in the investigation of the hazard.
- (c) The Company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in the presence of the union H&S representative and the refusing worker.
- (d) If the Union H&S representative and the supervisor cannot agree on a remedy to the work refusal, the government inspector shall be called in.
- (e) No employee shall be discharged, penalized, coerced, intimidated, or disciplined for refusing hazardous work.

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## **Accident and Incident Inspections**

- 30.05** Every injury or potentially serious near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. The Co-Chairs or designate shall investigate the accident or incident.

## **Education and Training**

- 30.06** The Committee will structure a training programme for all new employees on Health and Safety. The Company will provide to each new employee a minimum of eight (8) hours of chemical hazard training which will include WHMIS and will provide to each existing employee a minimum of one (1) hour of such training annually. The above-mentioned training will be delivered jointly by company and union instructors.

## **Right to Accompany Inspectors**

- 30.07** The union Health and Safety Co-Chair or his designee shall be allowed to accompany a government inspector on an inspection tour and to speak with the inspector.

## **Disclosure of Information**

- 30.08** The Company shall provide the union members of the committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This

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information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information on potential hazards, results of testing to determine levels of contamination, maximum allowable levels, precautions to be taken, symptoms, medical treatment and antidotes.

### **Toxic and Waste Reduction**

**30.09** The Company shall:

- (a) ensure to the greatest extent possible the usage of substances in work processes which will eliminate or minimize harm to the employees and to the environment;
- (b) ensure that waste and toxic substances are evaluated by the Joint Health and Safety Committee and that proper procedures are followed for storage and disposal of chemicals within the plant.

### **Ventilation**

**30.10** The Company shall ensure that adequate local exhaust ventilation systems are installed and maintained on all sources of hazardous airborne contaminants.

### **Injured Worker Provision**

**30.11** An employee who is injured during working hours and who is required to leave for treatment or is

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sent home as a result of such injury, shall receive payment for the rest of the shift at his regular rate of pay. Such employee shall be offered transportation to his doctor's office or hospital and to his home.

- 30.12** The JHSC shall determine those classification activities that they consider to be potentially hazardous for working alone, and shall make recommendations to the Company.

### **Eye and Foot Protection**

- 30.13** All employees must wear Company-approved eye protection in areas as designated by the Company or the Health and Safety Committee.

The company shall pay up to one hundred and ten dollars (\$110.00), for safety footwear, to each employee for each period of twelve (12) months.

If the employee should require prescription safety glasses, the Company will pay up to \$250.00 for the cost of lenses and standard frames, every twenty four months to be obtained from a Safety Optical Company of the employee's choice.

Should prescription lenses become worn or be accidentally broken during normal duties in the plant, the Company will bear the cost of repair or replacement. The Company will pay the full cost of replacing prescription lenses through vision deterioration.



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

### **Medical Examinations**

- 30.14** (a) As required by the O.H.S.A. and/or regulations, the company will establish a medical surveillance program.
- (b) An employee who participates in a prescribed medical surveillance program or undergoes a prescribed medical examination and/or tests the company shall pay:
- (i) The employee's reasonable travel costs respecting the examinations or tests; and
  - (ii) The time the employee spends to undergo the examinations or tests, including travel time, which shall be deemed to be work time for which the employee shall be paid at his or her premium rate as may be proper.

### **ARTICLE 31 — UNION SECURITY**

- 31.01** The Parties agree to the following Union security provisions covering all eligible employees:
- (1) As a condition of employment, all present employees shall become and remain members of the Union.
  - (2) As a condition of employment, all new employees shall be required to complete an application for membership in the Union upon

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commencement of employment, and shall remain members of the Union.

The Company will deduct from the pay of each employee covered by this Agreement such initiation fees of new employees, and dues as may be adopted by the National Union. The Union will notify the Company to deduct Union dues either bi-weekly or monthly for all members of the bargaining unit for the term of this Agreement. In the event of monthly due deductions, such monies are to be deducted from the employee's pay received on the third pay-day of each month and, in the event of weekly dues deduction, such monies are to be deducted weekly from the employee's pay. Dues deductions will be remitted to Local 112 on the Tuesday following such deductions.

All new employees will be required to contribute initiation fees and monthly dues commencing from the first deduction date following date of employment, PROVIDING, they have completed forty (40) hours of work at that time. Otherwise deductions will be made from the second deduction date following date of employment. All new employees will be introduced to their Union representative when reporting for work. Similarly employees transferred will be introduced to their Union representative when reporting for work.

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The dues check-off shall become null and void should the Union contravene the provisions of Article 7 of this agreement.

## **ARTICLE 32 — TERMINATION OF AGREEMENT**

**32.01** This Agreement will become effective as of October 1, 2014 and will remain in effect until Sept. 30, 2017, Unless either Party gives to the other Party written notice of termination, or of a desire to amend the Agreement, then it shall continue in effect for a further one year period, without change, and so on from year to year thereafter.

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

If Notice of Amendment or of Termination is given by either Party, the other Party agrees to meet for the purpose of negotiations.

Negotiations shall not continue beyond the expiration date of the Agreement unless the Parties mutually agree to extend the period of negotiation.

It is understood that, during any negotiation following upon bring forward counter-proposals arising out of or related to the original proposals.

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## **ARTICLE 33 — SCHEDULES**

The following Schedules are included herein and form part of the Agreement:

### **Schedule "A"**

A schedule of Job Classifications, Wages and certain Fringe Benefits.

### **Schedule "B"**

A schedule of the Hours of Work, Overtime Conditions, Shift Premiums, etc.

### **Schedule "C"**

A schedule of Vacations With Pay and Payment for Plant Holidays.

### **Schedule "D"**

Letters of Intent and Understanding.

### **Schedule "E"**

Skilled Trades.

### **Schedule "F"**

Job Descriptions.

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**THIS AGREEMENT** is hereby duly executed by the said parties, this **11th** day of **June, 2014**.

**FOR THE COMPANY:**

GREG HARPER	Vice President, Human Resources
KRISTA BUNN	Human Resources Manager
MICK O’SULLIVAN	General Manager

**FOR THE UNION:**

DAWN CARTWRIGHT – National Representative

**FOR LOCAL 112:**

SCOTT MCILMOYLE	President
GRAHAM DAVIES	Plant Chairperson
JOE LESTER	Bargaining Committee Skilled
DAVID VUKOVIC	Trades/Technical
MIKE JONES	Bargaining Committee Production

**SCHEDULE "A"**  
Wages, Fringe Benefits And Job Classifications

**JOB CLASSIFICATION – HOURLY RATE**

**SKILLED TRADES**

<b>N O.</b>		<b>OCT. 1<sup>ST</sup>, 2014</b>	<b>OCT. 1<sup>ST</sup>, 2015</b>	<b>OCT. 1<sup>ST</sup>, 2016</b>
1	INSPECTOR	33.14	33.80	34.48
2	GENERAL MACHINIST – GROUP II	33.40	34.07	34.75
3	ELECTRICAL/ELECTRONIC MAINTENANCE	33.90	34.58	35.27
4	MACHINE REPAIR	33.90	34.58	35.27
5	GEAR MACHINIST	33.90	34.58	35.27
6	TOOL / CUTTER GRINDER	33.90	34.58	35.27
7	STANDARDS INSPECTOR	33.90	34.58	35.27
8	JIG BORE OPERATOR	33.90	34.58	35.27
9	GENERAL MACHINIST – GROUP III	33.90	34.58	35.27

**PRODUCTION**

10	BENCH & STRUCTURAL AIRCRAFT ASSY	30.81	31.43	32.06
11	NDT INSPECTOR	30.81	31.43	32.06
12	HEAT TREATER	29.99	30.59	31.20
13	BENCH FINISHER	29.41	30.00	30.60
14	ELECTRO PLATER	29.41	30.00	30.60
15	SHIPPER/RECEIVER	29.15	29.73	30.32
16	EXPEDITOR	29.15	29.73	30.32
17	LABOURER	24.81	25.31	25.82

**TECHNICAL**

18	QUALITY ENGINEER	35.74	36.45	37.18
19	INSPECTION PLANNER	34.98	35.68	36.39
20	BUYER SR.	34.98	35.68	36.39
21	MFG. PROGRAMMER	34.98	35.68	36.39
22	Q.A. ANALYST	34.98	35.68	36.39
23	PRODUCT PLANNER	34.98	35.68	36.39
24	PRODUCTION CONTROL COORDINATOR	34.00	34.68	35.37
25	METALLURGICAL LAB TECHNICIAN	34.00	34.68	35.37

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## **SCHEDULE "A"**

Schedule "A" represents the agreed to classifications and rates of pay for all employees as of October 1, 2014.

For the purposes only of overtime calculation pursuant to Schedule B, the Technical positions Number 18-25 inclusive, shall be paid a rate equal to the above rates multiplied by 1.066 and then multiplied by the appropriate overtime multiplier. Employees as at October 1st, 2014, will receive this benefit.

John Black; to retain the 30 cents as of October 1, 2001.

### Wages for New Hires:

It is understood that new hires in the Skilled Trades, Production and Technical employee groups, hired after October 4, 2011, will receive the following new hire rates:

- (a) Skilled Trades: 80% of the job rate for their classification.
- (b) Production: 75% of the job rate for their classification
- (c) Technical: 95% of the job rate for their classification.

The rate per hour for new hires will increase every 3 calendar months such that by the end of an employee's third year of employment, they shall be paid the job rate for their classification.

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## **2 – Cost-of-Living Allowance**

### **COLA CALCULATION ADJUSTMENT:**

*Effective:* October 1, 2014 – cap of \$0.25 per hour

*Effective:* October 1, 2015 – cap of \$0.35 per hour

*Effective:* October 1, 2016 – no caps and deferral catch up

Cost of living adjustments (COLA) will be capped at the above values. Should the calculated values of COLA exceed the cap in either of the first two years of the contract the amount will become immediately active on October 1, 2016.

- 2.01** (a) Effective Oct. 1<sup>st</sup>, 2014, \$0.89 of the COLA amount to be folded into the base rate. Eight (8) cents from the Sept. 2014 cola increase will be folded into the pension effective October 1<sup>st</sup>, 2014.

In addition to the wage rates of each employee and subject to the conditions and provisions set forth herein, a C.O.L.A. shall be paid to each employee based on the following:

- A. Effective the first pay period on or after December 15, 2014 and thereafter during the term of this agreement, each employee shall receive a cost of living allowance as set forth in this section.
- B. The amount of cost of living allowance (COLA) shall be determined in accordance with increases in the Consumer price Index, 1992 =100, hereafter referred to as the “1992 CPI”.



C. COLA payments shall be computed using the CPI for July 2014 (published August 2014) as the base period which equals 149.6.

D. COLA payments will be made at the following times:

<b>EFFECTIVE DATE OF ADJUSTMENT</b>	<b>BASED UPON THE STATISTICS CANADA CPI PUBLISHED IN:</b>
<b><i>FIRST PAY PERIOD BEGINNING ON OR AFTER:</i></b>	
DECEMBER 15, 2014	NOVEMBER 2014
MARCH 15, 2015	FEBRUARY 2015
JUNE 15, 2015	MAY 2015
SEPTEMBER 15, 2015	AUGUST 2015
AND AT THREE CALENDAR MONTH INTERVALS THEREAFTER	AND AT THREE CALENDAR MONTH INTERVALS THEREAFTER.

E. One cent (1¢) increases in the cost of living shall become payable for each .07 increase in the 1992 CPI. There will be no adjustment for reductions in the CPI.

F. For purposes of this collective agreement, the amount of COLA in effect at the time shall be paid to each employee for each hour worked and shall be included in computing vacation pay, holiday pay, bereavement pay and payments for court duty.

G. The continuance of the cost of living allowance shall be contingent upon the availability of the official monthly consumer price index in its present form. Should

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Statistics Canada cease publishing the monthly consumer price index, the parties shall request this information from Statistics Canada.

### **3 – Group Insurance**

**3.01** The company shall provide, through an Insurance Carrier, Group Insurance benefits as set forth in the Group Insurance Booklet, Northstar group insurance Policy #325285, Division 23, Class 17, (as originally listed in the Prudential plan October 1, 1995, exhibit # 71292-B23), Retiree Plan Division 123R, Class 18, and the Assure Drug Plan. Any benefit changes negotiated after October 1, 1995 and explained in any letter of understanding signed between the Union and Company will be considered part of this plan booklet.

**NEW HIRES ELIGIBILITY** — New hires, hired after October 4th, 2005, are eligible for benefits after they have completed their probationary period.

New hires hired after October 4<sup>th</sup>, 2011, will not be eligible for CWIPP benefits until they have been actively employed by the Company for six (6) months. (Other benefits after completion of probationary period.

**3.02** It is understood that future increases in the cost of these items described shall be borne by the company.

Benefit improvements negotiated in the 2014 collective bargaining shall be effective from October 1st, 2014. The Company to provide to the Union a

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Group Benefit plan booklet no later than six (6) months following ratification.

## **Summary of Coverage**

### **3.03 DRUG PLAN –**

Assure provides coverage for all eligible drugs, less a deductible of \$5.00 per prescription, per claimant, up to a \$50.00 out of pocket cap, per year, per claimant. Benefit coverage up to a maximum of \$8.00 dispensing fee cap per prescription drug. Effective October 1<sup>st</sup>, 2008 delete over the counter drugs from the plan. Generic drug price substitution with no exception over ride unless physician specifies no drug substitution.

The parties agree to jointly partner in communicating and promoting the participation of the employees in the Costco Formulary Pharmacy program and InnoviCares supplementary prescription drug program.

### **LIFE INSURANCE –**

\$70,500.0 effective October 1, 2014, \$71,000 effective October 1<sup>st</sup>, 2015 and \$71,500 effective October 1<sup>st</sup>, 2016 for the life of the collective agreement.

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**ACCIDENTAL DEATH AND DISMEMBERMENT –**

50% of the current life insurance amount.

**OPTIONAL LIFE INSURANCE –**

Optional Life Insurance for the employee and/or spouse at no cost to the company pending evidence of insurability satisfactory to insurance company approval. Units and maximums as per the plan booklet. Coverage terminates at age 70 years of age.

Same sex spousal benefits provided.

**LONG TERM DISABILITY COVERAGE (LTD) –**

A benefit payable if you are totally disabled and your disability continues beyond the 52 weeks of the Weekly Indemnity Plan. An amount equal to 50% of your monthly earnings to a maximum of \$2200 per month. Full benefit coverage is continued for employees, dependants and spouse. Coverage terminates at age 65 years of age.

**Weekly Indemnity Coverage –**

A benefit equal to the greater of \$425.00 per week or 60% of regular weekly pay, reducing to a benefit equal to the greater of \$425.00 per week or 50% of regular weekly pay, for approved claims that continue past 17 weeks in duration. Ie. 18 weeks up to the maximum of 52 weeks. Claims are still subject to the elimination period.

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## **Elimination Period –**

Benefits will be payable for a total disability resulting:

1. **From Accidental Injury** – on the first day you are totally disabled.
2. **From Sickness** – on the fifth consecutive day you are totally disabled.
3. **In Hospitalization** – on the first day you are hospitalized
4. **From Outpatient Surgery** – on the first day of surgery, provided you lose a full days pay.

## **Recurrent Disabilities –**

If the cause of your new absence is the same disability and you become disabled within 14 days of your return to work, benefits will start again where they left off and the normal 4 day waiting period will not apply.

The company shall pay for the cost of the first required medical documentation required to support a benefit claim. Two additional medical documents per claim will be reimbursed up to \$15.00 and \$10.00 respectively.

## **Survivor Income Benefits –**

Two kinds of benefits are provided to qualified survivors. The first is a transition benefit and the second is a bridge benefit where applicable.

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## **Extended Health Care Coverage**

- 100% of eligible charges for hearing aids, vision care, limited emergency ambulance transportation and 80% of all other eligible charges.
- The deductible is \$25.00 per covered person per calendar year.
- **Lifetime Maximum:** \$9,000 for hospice care; and \$27,000 for all other eligible Benefits
- Automatic re-instatement as outlined in the plan definitions.

### **HOSPITAL — Memorandum of understanding:**

If the hospital has ward rooms available at the time the employee or their eligible dependent(s) is admitted, and the employee has been directed by the hospital to stay in the ward, the employee will request to stay in a semi-private room. The employee will then contact Northstar Aerospace's Human Resource Department, who will in turn contact the hospital to identify if the hospital will direct bill Northstar for the cost of the semi-private accommodation. If not, the employee will be reimbursed by Northstar for the full cost of the semi-private room within 3 working days of the employee submitting the bill to Northstar.

Four (\$4.00) per day of private room rate.

**Convalescent Hospital** – \$18.00 per day room and board rate, up to 120 days for any one disability.

- **Hospice Care** – \$9000 in a covered person's lifetime.

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- **Ambulance Services** – Emergency transportation under extended health, \$60 .00 per trip, maximum 5 trips per year.
  - **Chiropractor and Physiotherapy** – A combined maximum of \$1,100 in a calendar year
  - **Clinical Psychologist** – \$35.00 initial visit, \$20.00 per hour subsequent visits, to a maximum \$200 per 12 months, payable in addition to OHIP coverage.
  - **Massage Therapy** – \$30.00 per visit. Life time maximum of \$25,000.
  - **Private Duty Nursing** – reasonable and customary.
  
  - **PSA Test** – The Company will pay 100% of the cost.
  - **Orthopedic shoes** – (including orthotic devices) \$375 in a calendar year.
  - **Hearing Aids** – \$1200 in a covered person's lifetime (not subject to the deductible)
  - **Homeopath, Naturopath** – \$225 max per 12 consecutive months per person per practitioner.
  - **Speech Therapy** – \$225 for every 12 consecutive months per person per practitioner. Co-pay where applicable will apply. Any provincial health plan payment towards these services must be exhausted first.
  - **Chiropodist** - \$225 max per calendar year.
  - **Vision Care** – \$350 every 24 consecutive months including eye exams; \$200.00 every 12 consecutive months for dependent children under 15 years of age. The adult benefit level will be available on the later of age 15 or 12

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months from the date of the last claim. When contact lens are the only means available to restore the visual acuity of the better eye to at least 20/40, or when they are prescribed for severe corneal scarring, keratoconus, or aphakia; the maximum will be \$200 every 24 months. This benefit also includes eye examinations where applicable, limited to one examination every two calendar years; one examination in any calendar year for dependent children. (not subject to the deductible). Up to \$75 every 24 consecutive months for O.C.T. eye exam. The employee and his/her dependents may choose to use this respective bi-annual amount towards Laser Surgery, instead of using this same benefit for glasses or contact lenses.

- Out of country coverage's, add coverage for semi-private accommodation, emergency out-patient services, drugs and any other medically necessary services and supplies which would otherwise be covered under the plan.
- **Retirees Benefits** – Eligibility of obtaining retiree benefits are the following:
  - (1) Minimum 15 years of service, and
  - (2) Minimum age of 60 years.

Present employees as of October 1, 2005, which cannot fulfill the above eligibility criteria by the age of 64 years will be grandfathered to receive the retiree benefits.

- **Retirees** – Life insurance maximum of \$4000 for the life of the agreement. Also extended health care benefits excluding prescription drugs for current and future eligible retirees and eligible dependents.



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## **Dental Care Coverage –**

Schedule A and Schedule B services are shown in the list of dental services as outlined in the benefit booklet.

**Covered Percentage: SCHEDULE A** – 100% of eligible charges. (pit and fissure sealant's are included in schedule "A")

**DENTAL RECALL** – All employees and dependants are eligible for a dental recall package every 9 months.

**SCHEDULE B** – 50% of eligible charges.

**Dental Fee Guide** – the Ontario dental association suggested fee guide for dental services provided by general practitioners; the guide will be that guide which was in effect one year prior to the date the service was rendered.

The Company agrees with respect to the current dental benefits that effective Jan.1, 2012, all the current rolling 12 month maximums will change to a 12 month calendar year maximums basis.

**Maximum** – \$1800 per covered person in a calendar year.

## **Orthodontic Services –**

**Covered percentage:** 50% of eligible charges.

**Lifetime Maximum:** \$2200 per covered person.

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Each dependent child who is younger than age 19 on the date the orthodontic procedure commences will be eligible.

More specific details regarding definitions, eligibility, limitations, exclusions, proof of claim, claim forms submissions, reasonable and customary charges, administration and procedures, general information and more are listed in the Plan booklet and Policies referred to in 3.01

## **4 – Jury or Witness Pay**

- 4.01** The Company will provide continuation of earnings for employees required to serve on Jury Duty or subpoenaed as witnesses to appear in Court, providing the employee submits to the Company monies received for such services.

## **5 – Bereavement Pay**

- 5.01** Pay, at regular day rate, not to exceed five (5) days will be paid to an employee who loses either a wife, husband, son, daughter, step-child, mother, father, step-parents, sister, brother. Pay, at regular day rate, not to exceed three (3) days will be paid to an employee who loses either a grandparent, father-in-law and mother-in-law including step-parents of the spouse. Pay, at regular day rate, not to exceed one (1) day will be paid to an employee who loses a

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sibling-in-law. Payment is made to the extent of time lost, excluding Saturdays and Sundays.

## **6 – Job Classifications**

- 6.01** The parties agreed that the Company will grandfather all existing employees for the purpose of enabling such employees to meet all requirements for the position they currently hold. In addition, all existing employees shall be grandfathered for the purpose of meeting education and experience for all positions but not the skill, ability and knowledge requirements for positions other than the position they currently hold.
- 6.02** An employee will not be classified in a Job Classification because of his performing isolated or singular duties set forth in a classification, but will be classified in the Job Classification in which he regularly performs.
- 6.03** An employee may not necessarily be required to perform all the work operations described under his Job Classification nor will he have the right to refuse to perform operations which are not described providing they are related to his particular Job Classification.
- 6.04** If an employee performs the operation or operations of a higher paid Job Classification other than that in which he is classified, he will be paid the Job Rate applicable for all hours so worked. The provisions of Article 21 shall apply.

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- 6.05** An employee will only be required to perform the necessary work operations of his classification with the degree of guidance and instruction which is considered usual or normal. This Clause shall also apply where an employee is surplus and is transferred within his classification.
- 6.06** Certain previously separate Job Classifications have been merged. It is not expected that employees in the amalgamated classifications will be able to immediately perform all the operations required of the classification. It is, therefore, understood that the Company, in rotating employees in such classifications, will permit a reasonable period of familiarization.
- 6.07** Job descriptions as referred to in Schedule "F" shall not be altered by the Company unless there is prior agreement with the union to do so. This statement does not override or conflict with Schedule "A" #7, New Classifications.
- 6.08** All classifications are required to move parts to the next operation.
- 6.09** All job descriptions will be printed in the Collective Agreement and shall form part of the Collective Agreement.

## **7 – New Classifications**

In the event that the Company should establish any new job classifications or should they vary significantly in skills required for the performance of any existing job classifications the Company and the Union shall agree

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on an appropriate rate and classification description for such new or varied classification within and commensurate with the structure established by the agreement. In the event of failure to agree, the Company shall set a rate and classification description and the Union may challenge through the grievance procedure commencing at Step III.

## **8 – Pension Plan**

**8.01** The Company agrees to establish, for all seniority employees, a pension plan with the Canada Wide Industrial Pension Plan (C.W.I.P.P.) and such pension plan shall be continued for the duration of this Agreement. The C.W.I.P.P. Pension Plan shall include retroactivity for all past Spar Aerospace service for those employees hired April 1, 1993 and referred to in Letter 15. (Spar Rights)

**8.02** The Company agrees to contribute \$4.02 per hour to such pension. (This includes \$0.08 from the September 2014 COLA that has been folded into the pension effective October 1<sup>st</sup>, 2014.) Effective October 1<sup>st</sup> 2015 2 cents will be added to the pension plan. Effective October 1<sup>st</sup>, 2016 2 cents will be added to the pension plan.

Pension contributions to be paid based on all compensated hours including union leave of absence, weekly indemnity, WSIB and an employee who is eligible for LTD for a one (1) year period.

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Pension contributions maintained during maternity/paternity leave.

New hires, hired after October 4th, 2011, will not be eligible for CWIPP benefits until they have been actively employed by the Company for (6) months. (Other benefits after completion of probationary period).

Pension contributions will not be paid to employees who, in the future go onto the WSIB Labour Market Re-entry program.

If the Milton plant closes, or if the workforce in Milton is reduced to 40 bargaining unit employees or less, an amount up to \$250,000 will be made available to the bargaining unit pension plan to assist in correcting any shortfall in the pension plan's benefit level as a result of the closure or downsizing described within.

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## SCHEDULE "B"–HOURS OF WORK, OVERTIME CONDITIONS, ETC.

### 1 – Hours of Work

- 1.01** The normal hours of work will be eight (8) hours per day, and forty (40) hours will constitute a normal work week.
- 1.02** The normal work week will be comprised of five (5) consecutive days Monday through Friday.
- 1.03** Normal hours of work are defined as follows:
- (a) *Day Shift* – 7:00 A.M. to 3:00 P.M.
  - (b) *Afternoon Shift* – 3:00 P.M. to 11:00 P.M.
  - (c) *Night Shift* – 11:00 P.M. to 7:00 A.M.  
*(Night Shift starts Sunday at 11:00 P.M.)*
  - (d) *Penalty For Lateness* – Lateness in reporting for work will be deducted on the following basis:

Under 3 minutes late.....	No Deduction
4-6 minutes late.....	1/10ths of an hour deduction
7-12 minutes late.....	2/10ths of an hour deduction
13-18 minutes late.....	3/10ths of an hour deduction
19-24 minutes late.....	4/10ths of an hour deduction
25-30 minutes late.....	5/10ths of an hour deduction
31-36 minutes late.....	6/10ths of an hour deduction
37-42 minutes late.....	7/10ths of an hour deduction
43-48 minutes late.....	8/10ths of an hour deduction
49-54 minutes late.....	9/10ths of an hour deduction
55-60 minutes late.....	One (1) hour deduction

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- 1.04** Designated relief periods totalling thirty (30) minutes shall be provided without loss of pay. The Company and the Union shall agree to the periods to be designated, one of which shall be considered as the eating period under the Employment Standards Act.
- 1.05** The Company will grant a ten (10) minute paid rest period following completion of an employee's regular shift in the event that an employee is scheduled to work two (2) or more hours of consecutive overtime.
- 1.06** Unless mutually agreed by the Company and the Union, there shall be no partial reduction of hours. In the event of a work shortage, the provisions of Article 23 shall apply.
- 1.07** The starting and finishing times of the technical classification positions may be altered by mutual agreement of the parties.
- 1.08**
- (a) Employees shall have the right to volunteer for a transfer to a permanent off-shift and shall receive preference over junior employees. The union will be notified of those employees assigned to work on a permanent off-shift basis. The Company will decide, based on production requirements and skill sets, the number of employees on the permanent off shift or on shift rotation.
  - (b) At least five (5) days notice will be given to the union by the company of any shift change.



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**1.09** In the event the company required an employee to change his shift at times other than the regular shift change, he shall be given as much advance notice as possible, but in no event less than four (4) days prior notice. Exceptions to the above may only be made when conditions beyond the company's control made the shift change necessary and providing it is discussed with the Plant Chairperson or his delegate.

**1.10** Employees in a classification may mutually agree to exchange shifts provided the Supervisor is given prior written notice for approval and can accommodate the production requirements. Under normal circumstances, permission shall be granted immediately. The parties will agree to a notification form immediately after ratification.

## **2 – Overtime**

- 2.01**
- (a) Employees will be paid time and one-half for all hours worked beyond eight (8) hours in any one (1) day Monday to Friday inclusive; and, for all hours worked on the Saturday shift.
  - (b) Employees will be paid double time for all hours worked:
    - (i) on Sunday and statutory holidays;
    - (ii) in excess of twelve (12) hours in any one day;
    - (iii) in excess of forty-eight (48) hours in any one week.

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- 2.02**
- (a) Overtime will be distributed first to those employees in the classification requiring the overtime on the shift the overtime occurs. Within this group of employees, overtime will be offered first to the employees having the least number of overtime hours who are capable of performing the work within their skill set.
  - (b) If the Company is unable to obtain sufficient employees among those normally performing the work, it will give the opportunity to the employees on the shift requiring the overtime with the least amount of overtime in the division who are capable of performing the work.
  - (c) Weekend work will commence at the conclusion of the last regular shift on Friday as specified in Schedule "B" 1.01 and 1.02. There will be no extension of this shift for more than two (2) hours.
  - (d) When overtime work is required on a Saturday or a Sunday, or both, then the employees who normally perform the work within their skill set during the work week, regardless of shift, will be asked to work the overtime. Therefore, when weekend overtime is required, the procedure is as follows:
    - First to be asked:
      - i) the person with the least overtime hours normally performing the work with the

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shifts combined, and then the balance to that classification.

ii) the person with the least overtime hours.

(e) An employee who does not work overtime offered shall be charged with the overtime hours offered and the opportunity to work overtime shall be passed on to the next employee.

(f) It is understood that all overtime hours offered, refused and worked must be charged in order to provide a fair practice of overtime equalization. The exception to overtime charging is where the employee has not been confirmed to work by the time his shift ends on Friday. If the company then contacts him at home to work and he refuses, he will not be charged.

(g) The company will make every reasonable effort to notify employees of daily overtime prior to the last 2 hours of the scheduled work shift.

Notice of weekend overtime will be provided prior to 1:00 pm on Thursday. The parties understand that emergency or last minute production or scheduling issues may require the company to schedule overtime after these times.

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A written list of employees scheduled to work overtime will be given to the Union, no later than the end of the day shift on Friday. When arranging overtime, the foreman will have each individual initial yes or no to those requested to work overtime.

- (h) The Company will supply the Union representative with a written list of employees scheduled to work overtime. If the Union has any objection to the manner in which the Company has scheduled overtime, it must make its objection prior to the end of the shift in which the schedule was supplied, or it is deemed to have agreed to the overtime distribution and cannot raise any objection or grievance thereafter. Where an objection is raised by the union which the Company does not address and such objection is subsequently proved to be valid, the Company shall pay to the affected employees the overtime hours lost at the applicable overtime premium.
- (i) The Company will maintain up-to-date records of overtime offered and in the event of a dispute, the Union representative will have access to these records. Any employee entering a classification shall take the highest overtime hours in the classification for the purposes of overtime equalization.
- (j) Any employee who is absent from the plant or shift for any reason when overtime is being

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distributed and who would have been requested to work, shall be charged with the overtime hours.

- (k) Overtime will be recorded in the following manner: i.e. eight (8) hours offered and/or worked at one and one-half (1-1/2) times will be recorded as twelve (12) hours for the purpose of equalization.

Eight (8) hours offered and/or worked at double (2) time on Sunday will be recorded as sixteen (16) hours for the purpose of equalization.

- (l) An employee who works overtime will receive the appropriate overtime premium times his normal rate of pay plus any applicable shift premium.
- (m) Overtime will be voluntary and computed on a daily basis and checked for equalization on a weekly basis.

This information will be posted on plant bulletin boards each week, showing previous week and a copy to the plant committee.

It is recognized that a reasonable amount of overtime is necessary for the efficient operation of the Company's business. In the event that the Company is experiencing difficulty in obtaining sufficient people to meet emergency conditions, for example equipment breakdowns, customer delivery schedules, customer requirements, failure to receive

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supplies, the Union will cooperate with the Company in attempting to persuade bargaining unit employees to work the necessary overtime.

- (n) Overtime hours will be zeroed on November 1st of each calendar year thereafter. When overtime hours are equal, employees will be offered overtime by seniority.
- (o) For the purpose of overtime booking during the summer shutdown period, those employees taking the summer shutdown will not be booked the overtime hours worked by employees during the shutdown period; however, employees who are given the opportunity to work overtime during the shutdown will be booked as per Schedule "B".
- (p) Employees who choose to work the shutdown and employees who work partial shutdown who decide to take such vacation time at a later date, in the event that overtime is worked during such absence, will not be booked for the overtime hours worked by employees.
- (q) Employees absent in any one week who will not meet the requirements of Article 2.01 (b) (iii) will be booked only the equivalent of paid hours.
- (r) An employee who is temporarily re-assigned, pursuant to Article 21, will be considered to be an employee of the classification from which he is temporarily re-assigned (base

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classification). Such employee will not be considered absent from his base classification for purposes of overtime distribution. All overtime worked and refused in the classification to which he is temporarily re-assigned to will be booked and recorded in his base classification total overtime figure.

- (s) An employee temporarily re-assigned into a classification shall not be offered overtime in that classification unless all employees who are classified in such a classification have been given the opportunity to work overtime.

### **3 – Reporting–In Pay**

- 3.01** An employee who has not been notified in advance "not to report for work", and who reports for his scheduled shift, will be given at least four (4) hours work, and if no work is available, he will be paid for a minimum of four (4) hours at his normal hourly rate.

### **4 – Call–Back Pay**

- 4.01** When an employee who has completed his regular shift and has left the premises, is called upon to return to the plant, and then returns home again, he shall be paid the minimum of four (4) hours at the overtime rate regardless of the total hours worked during the pay period. When an employee is called in four (4) hours or less prior to his regular shift, the four (4) hour minimum will not apply.

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## **5 – Shift Premiums**

**5.01** The following shift premium shall apply for the term of the Collective Agreement.

Afternoon	\$ .85
Night	\$1.55



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## **SCHEDULE "C"**

### **Annual Vacations With Pay & Plant Holidays**

#### **1 – Vacations**

- 1.01** For each week of vacation entitlement employees will receive vacation pay calculated on the basis of gross earnings paid by the Company during the vacation year as follows:
- (a) For those employees with less than one (1) full year of service, one (1) week's vacation with pay equivalent to 4% of their earnings, received from the Company during the previous year.
  - (b) For those employees with more than one (1) full year of service, and less than four (4) years, two (2) week's vacation with pay equivalent to 4% of their earnings received from the Company during the previous year.
  - (c) For those employees with more than four (4) full years of service, and less than twelve (12) years, three (3) week's vacation with pay equivalent to 6% of their earnings received from the Company during the previous year.
  - (d) For those employees with more than twelve (12) full years of service and less than twenty (20) years, four (4) week's vacation with pay equivalent to 8% of their earnings received from the Company during the previous year.

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- (e) For those employees with more than twenty (20) full years of service and less than twenty-five (25) years, four (4-1/2) week's vacation with pay equivalent to 9% of their earnings received from the Company during the previous year.
  - (f) For those employees with more than twenty-five (25) full years of service and over, five (5) week's vacation with pay equivalent to 10% of their earnings received from the Company during the previous year.
  - (g) For those employees with more than thirty (30) full years of service and over, five (5) week's vacation with pay equivalent to 10.5% of their earnings received from the Company during the previous year.

Based on the above, if an employee's percentage of gross earnings changes on the anniversary of his date of hire, the lower percentage rate will apply for gross earnings paid to the anniversary date, and the new percentage will apply from that date to June 30th.

For purposes of this article, gross earnings will include all amounts paid to the employee by the Company during the vacation period, including previously paid vacation pay, but does not include payments for taxable benefits, expenses, travel allowances. Gross earnings will also include disability income from weekly indemnity, LTDI and WSIB when an employee is on a continuous

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disability longer than six (6) consecutive months but not longer than eighteen (18) consecutive months from the last day worked.

(g) "Service" as designated shall mean the total of the periods of time during which:

- i) the employee has drawn pay from the company, or
- ii) periods of absence caused by sickness, injury or lay-offs that are for a period of fifty-two (52) weeks or less, except that an employee who has separated from the Company shall forfeit any service time accrued should he later be re-employed. However, employees who have been credited with prior service at the date of signing this Agreement shall not lose such service time accrued.

**1.02** The Company will schedule a consecutive two (2) week summer shutdown during the months of July and/or August. Employees shall take their vacation during this period, except for employees required for maintenance and those required to meet specific customer demands, who may be required to work. In the event that the company should stagger vacations *or require employees to work during the scheduled vacation shutdown*, preference in the departmental scheduling of vacation periods will be given to employees in order of their seniority date with the provision, however, that a sufficient work force is maintained at all times to meet company requirements.

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**1.03** Any employee working during the summer shutdown shall be permitted to take up to two (2) consecutive weeks of his vacation entitlement during July and August, or at such other time as mutually agreeable to the employee and the Company. The chairperson will be notified by May 30th of each year of those employees of the bargaining unit who have not taken their full vacation entitlement by that time.

- 1.04**
- (a) Employees will be notified by March 1st of the Company's intended summer shutdown period. The dates of the summer shutdown will be confirmed no later than April 15th and employees will be advised at that time whether they will be required to work.
  - (b) If an employee has not been notified by April 15th that he will be required to work during the summer shutdown and as a result of a specific customer demand is subsequently requested to work during the period, such request will be on a voluntary basis.
  - (c) For employees who have vacation time in excess of the summer shutdown period, the Company reserves the right to schedule the excess vacation time off in such a manner that it will not hinder production commitments. Subject to the foregoing, preference will be given to senior employees who submit their vacation requests, in writing, to the Supervisor by April 1st, and thereafter preference will be

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given to written requests in order of their receipt by the Company.

**1.05** The vacation year for calculation and eligibility shall be from July 1st through June 30th. Time off will be made available to an employee during the vacation year for their full vacation entitlement, subject to 1.02, 1.03 and 1.04, and such vacation entitlement shall be taken prior to the following June 30th and may not be accumulated.

**1.06** Upon termination of employment or death of an employee, an employee or an employee's estate will receive any unpaid vacation entitlement due to the employee.

**1.07** Employees shall receive a statement showing their gross pay entitlement on the first Friday following June 30th.

Employees shall receive their vacation pay at the time of their vacation.

All deductions normally made from an employee's pay shall be deducted from the employee's vacation pay.

## **2 – Paid Holidays**

**2.01** The Company will observe the following holidays:

**2014/2015**

Thanksgiving Day

October 13<sup>th</sup> (Mon.)

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## 2014/2015

- Civic Holiday in Lieu      December 24 (Wed.)
- Christmas Day              December 25 (Thurs.)
- Boxing Day                  December 26 (Fri.)
- Floater                        December 29 (Mon.)
- Floater                        December 30 (Tues.)
- Floater                        December 31 (Wed.)
- New Year's Day              January 1 (Thurs.)
- Weekend Shift to              December 19,20,21  
Observe as their              December 26,27,28  
Christmas Break

## 2015/2016

- Good Friday                  April 3 (Fri.)
- Victoria Day                 May 18 (Mon.)
- Canada Day                  July 3 (Fri.)
- Labour Day                   September 7 (Mon.)
- Thanksgiving Day          October 12 (Mon.)
- Civic Holiday in Lieu      December 24 (Thurs.)
- Christmas Day               December 25 (Fri.)

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- Boxing Day December 28 (Mon.)
  - Floater December 29 (Tues.)
  - Floater December 30 (Wed.)
  - Floater December 31 (Thurs.)
  - New Year's Day January 1 (Fri.)
  - Weekend Shift to  
Observe as their  
Christmas Break December 18,19,20  
December 25,26,27

### **2016/2017**

- Good Friday March 25 (Fri)
- Victoria Day May 23 (Mon)
- Canada Day July 1 (Fri.)
- Labour Day September 5 (Mon)
- Thanksgiving Day October 10 (Mon)
- Christmas Day December 26 (Mon.)
- Boxing Day December 27 (Tues.)
- Floater December 28 (Wed.)
- Floater December 29 (Thurs.)

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- Floater December 30 (Fri.)
  - New Years Day January 2 (Mon).
  - Civic Holiday in Lieu January 3 (Tues.)
  - Weekend Shift to Observe as their Christmas break December 23,24,25  
December 30,31 & Jan.1
  - Good Friday April 14 (Fri.)
  - Victoria Day May 22 (Mon.)
  - Canada Day July 3 (Mon.)
  - Labour Day September 4 (Mon.)

**2.02** An employee will be paid for a paid holiday provided the employee meets all of the following criteria:

- (a) He has been employed at least three (3) months; or completed his probationary period, whichever is earlier;
- (b) An employee will also not be paid for a paid holiday if he has been laid off for a period exceeding thirty (30) days prior to the scheduled holiday and not recalled within fifteen (15) days following the holiday.
- (c) It is understood and agreed that if an employee is late or absent the day prior to a holiday or late or absent the day after a holiday the employee will not necessarily lose



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the pay for the holiday providing the employee provides a reasonable excuse unless:

- (i) He has written authorization to be absent;  
or
  - (ii) He is absent from work due to illness or injury for which he is not receiving Worker's Compensation benefits or any other type of benefit coverage and for which he provides a doctor's certificate;
  - (iii) An employee who is eligible for and is receiving weekly indemnity or WSIB during any paid holiday shall have their weekly indemnity or WSIB payment topped up to a maximum of eight (8) hours at their applicable hourly rate, for all paid holidays falling within the first ninety (90) days of the employee's last day worked.
- (d) An employee absent without excuse on the day prior to a Christmas holiday and the day after a Christmas holiday period shall be ineligible for pay for two (2) of the holidays in the Christmas holiday period, but shall receive pay for the remaining holidays in the Christmas holiday period.
- (e) An employee excused by the Company from work on the day prior to a holiday or the day after a holiday shall be deemed to have met the requirements of this Article.

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- (f) Employees shall not be disqualified for holiday pay if otherwise eligible for such pay.

**2.03** For paid holidays falling within Company shut down, the Company will, with the agreement of the Union, move the holiday or holidays to another working day. For paid holidays falling outside Company shutdown but during an employee's scheduled vacation, an employee will receive, by mutual agreement between the employee and the Company:

- (a) an additional day in his vacation; or
- (b) a day off at a later date; or
- (c) Payment in lieu of an additional day off.

**2.04** Employees eligible for payment of a paid holiday will be paid on the basis of their applicable hourly rate, multiplied by eight (8) hours (shift premium excluded).

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## **SCHEDULE "D"**

### **Letters Of Intent & Understanding**

#### **1 — Sub Contract-Technical**

When any of the technical classifications:

ARE ON LAY-OFF, the Company agrees that the work of any of the laid-off technical classifications shall be performed within the Bargaining Unit except in cases of:

- i. Short completion time requirements when there is no employee in the required Technical classification on staff immediately available to perform the work, or
- ii. Unavailability of space or of the required equipment, or
- iii. Short duration jobs for which it is not practical to recall the person in the appropriate technical classification, or

The Company agrees to give notice to the Technical Committeeperson or Chairperson to provide an explanation of the subcontracting of the work of the particular technical classification when that classification is on lay-off.

It is agreed and understood that if any of the above mentioned classifications are affected through attrition ("Termination, Retirement"), the Company will post the job in accordance with Article 22 of the collective agreement providing there is a

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requirement for a full-time replacement at the location affected by the attrition.

- iv. Should the Company decide to contract-in technical work normally performed by technical bargaining unit employees, then it will offer to those technical employees at least 48 hours in the week. Technical work that is contracted-in will not exceed 60 working days, however where the company can demonstrate to the union that additional reasonable time is required to finish the work the union will not be unreasonable in extending the 60 working days, such extension must be by mutual agreement. The company will pay union dues for contractors brought in during the 60 working days. The company agrees not to bring the same individual in more than once in any calendar year. Where there is a continual need for technical work to be contracted-in then the union and the company will have meaningful discussions to evaluate the manpower requirements in the affected classification(s). If it is mutually agreed then the manpower will be increased.

It is understood that process planner classification will not be excluded from full utilization (48 hours) in the week if the contractor is scheduled to work on existing programs.

## **2 — Sub Contract-Maintenance**

When any of the Maintenance Tradesmen *i.e.*: Electrical / Electronic Maintenance Machine Repair:

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ARE ON LAY-OFF, the company agrees that the work of any of the laid-off trade shall be performed within the Bargaining Unit except in cases of:

- i. Short completion time requirements when there is no available Tradesperson on staff immediately available to perform the work, or
- ii. Unavailability of space or of the required equipment, or
- iii. Short duration jobs for which it is not practical to recall the person in the appropriate maintenance classification, or
- iv. Work performed pursuant to a warranty on equipment purchased, leased or otherwise acquired by the Company.
- v. Where the company has to contract-in maintenance work normally performed by bargaining unit employees then it agrees to offer to that maintenance classification at least 48 hours in the week. Whenever practicable, a maintenance tradesperson will be assigned with a contracted-in repairperson. Where there is a continual need for maintenance work to be contracted-in then the union and the company will have meaningful discussions to evaluate the manpower requirements in the affected classification(s). If it is mutually agreed then the manpower will be increased.

The Company agrees to give notice to the Skilled Trades Committeeperson or Chairperson to provide an explanation of the subcontracting of the work of the particular trade when that trade is on lay-off.

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It is agreed and understood that if any of the above mentioned classifications are affected through attrition ("Termination, Retirement"), the Company will post the job in accordance with Article 22 of the collective agreement providing there is a requirement for a full-time replacement at the location affected by the attrition.

### **3 — Cleaning–Sweeping**

The Company will use bargaining unit employees to perform the duties of Cleaning/Sweeping in manufacturing areas of the Plant.

### **4 — Transfer within Classification**

Where workload requires the transfer of an employee out of his department, the most senior employee with the required skill and ability will be given preference, so long as it does not unduly interfere with production.

### **5 — Gear Machinist–Job Posting**

The provisions of Article 22 shall be applied subject to the following: Those applicants with the following skills, (Spur Gear and Spline Grinding; Hobbing, Shaping and Cutting) will have preference subject to the provisions of Article 22.

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## **6 — Pregnant Employees using Video Display Terminals**

A pregnant employee who works at a Video Display Terminal (VDT) and is concerned about potential harmful effects shall, upon request, be provided with functional protective devices or will be moved to other assignments within the classification, if such a move is possible.

Should such a move not be possible, the employee may be reclassified to a job where she is able to perform the duties without loss or reduction of pay, if such a reclassification is possible.

Such employee may be permitted to return to her original job position and classification upon completion of her maternity leave unless her previous classification has been affected by a surplus/lay-off in which case she shall be permitted to exercise her seniority rights in accordance with Article 23.

## **7 — Maternity**

If an employee returns from an approved maternity leave and is laid-off before she has been able to restore all of the weeks of UIC entitlement she used during such leave, the Company will pay such employee an amount equal to the UIC maximum weekly benefit for each week during such lay-off in which the employee does not receive UIC benefit for reason only that she has used up her entitlement during the maternity leave and has not had an opportunity to restore them.

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## **8 — Drug Testing**

- (1) There shall be no employee drug testing program implemented during the life of this collective agreement.
- (2) Should the Company become engaged in work for others which has a requirement for drug testing, those employees who would normally carry out such work will be asked to undergo drug testing on a voluntary basis.
- (3) In the event that future Federal or Provincial Legislation requires drug testing for employees, the parties agree to re-open this Letter of Understanding.

## **9 — Printing Of The Collective Agreements**

The Company agrees that within six (6) months of ratification it will pay for the cost of printing the Collective Agreement.

## **10 — General Machinists Work Load Distribution**

The company agrees to the principle of equal work-load distribution amongst employees in a particular discipline; grinding, lathes, mills, etc., therefore, no General Machinist will be left on the same machine for longer than a two (2) month period at any one time unless the parties mutually agree otherwise.



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## **11 — General Machinist Skilled Trades 3**

The following is a letter of understanding between the Company and Union regarding the establishment of a new classification entitled “General Machinist Skilled Trades 3”.

The rate of pay will be the current negotiated rate in the new contract.

Employees selected effective October 2, 1995 for this classification will be:

1. Dennis Rows
2. Mohan Mistry.

Furthermore, no later than two (2) weeks following ratification in 1995, two (2) additional vacancies will be posted.

Applicants to be taken by seniority.

## **12 — Production Training**

Production workers moving to a different production classification will have a training rate equal to \$1.00 per hour below the new job rate with an increase of \$0.25¢ every three months worked until job rate is achieved.

### **Production Workload Distribution**

- 12.1 The Company agrees to the principal of equal workload distribution amongst employees in the same production classification.

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## 13 — Sub-Contract

### **NEW PREAMBLE:**

The Parties agree that, for the purposes of this Article, there is a “stable workforce” which consists of all bargaining unit employees with a seniority date of November 2011 or earlier, or a workforce of ninety (90) bargaining unit members, whichever is greater.

The Union and the Company specifically agree as follows

- (a) Article 13.1 of Schedule D below only applies where there is a layoff of an employee or employees with a seniority date of November 2011 or earlier, or there is a layoff of any bargaining unit employee resulting in a workforce in the plant of less than ninety (90) active bargaining unit members; and
- (b) Article 13.2 of Schedule D below only applies where there is a transfer of work as identified in Article 13.2 of Schedule D which causes surplus or layoff of an employee with a seniority date of November 2011 or earlier, or which causes the surplus or layoff of any bargaining unit employee and, thereafter, the workforce in the plant is less than ninety (90) active bargaining unit members.

Example: All members with a seniority date of November 2011 or earlier, will be covered by the existing provisions of the agreement covering transfer and subcontracting of work in addition to those hired after November 2011, up to the stable workforce of 90.

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Example:

- 1) 80 active member with a seniority date of November 2011 or earlier
- 2) 20 members with a seniority date of December 2011 or later

In this example, the calculation of the stable workforce number has been exceeded, in which case the language would apply so as to cover all members shown as 1) above and 10 of those shown as 2) to make up the stable workforce.

**13.1** The Company agrees to maintain a stable workforce and agrees not to sub-contract work out if employees in the affected classification are on lay-off.

The Company further agrees to bring sub-contracted work back in if lay-off occurs in the affected classification

### **— Transfer of Work**

**13.2** The Company agrees to maintain a stable workforce and agrees that the manufacturing, and processing of Gears, Transmissions, Rotor Heads, Assemblies, Sub-Assemblies, Jig Boring, including Jig Grinding Work that was historically performed, and normally performed by bargaining unit employees, will be returned to the affected classification. If the transfer of such work to Northstar Aerospace's other facilities causes sur-

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plus or layoff. Future projects, and new contract work that becomes work normally performed by the bargaining unit, will be subject to the above.

**13.3** The Company agrees to meet with the Plant Committee at least quarterly to review the sub-contracting and transfer of work status.

**13.4** During the 2011 negotiations:

The parties have specifically agreed that work sub-contracted or transferred to Asia for General Electric's CF34 program is not subject to Articles 13.1 and/or 13.2 of Schedule D of the Collective Agreement and that the Company shall not be required to bring such sub-contracted or transferred work back to the Northstar Milton facility.

The parties have specifically agreed that work sub-contracted or transferred to Northstar's Phoenix facility related to Apache Block III Housings and Housings manufactured in Northstar Milton prior to November 9<sup>th</sup>, 2011, shall not be subject to Articles 13.1 and/or 13.2 of Schedule D of the Collective Agreement and that the Company shall not be required to bring such sub-contracted or transferred work back to the Northstar Milton facility.

The parties have further discussed Apache Block III Gear work that will, at least in part, be assigned to Northstar's Milton facility, provided that Northstar

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receives orders for said work. The parties agree that once said work is assigned to the Milton facility, it is subject to Article 13 of Schedule D to the Collective Agreement, including the preamble, Article 13.1 and 13.2.

Further, the parties have specifically agreed that, should there be layoffs that bring the Milton facility below the “stable workforce” definition contained in Article 13 of Schedule D to the Collective Agreement, the Company will ensure, if necessary, that the Milton facility is assigned a sufficient volume of Apache Block III Gear work so as to ensure that the facility meets the definition of “stable workforce” in Article 13 of Schedule D to the Collective Agreement, so long as there are orders for such work.

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**RELEASE OF SUCCESSORSHIP  
LETTER 14  
LETTER OF AGREEMENT**

between:

**HAVLIK TECHNOLOGIES INC.**

(Hereinafter called "*the Company*")

- and -

**THE NATIONAL UNION, CANADIAN AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL IMPLEMENT  
WORKERS UNION OF CANADA (UNIFOR-CANADA)**

a voluntary association of employees representing the  
employees of the Company, through its Local 112 and 673  
(Hereinafter referred to as "*the Union*")

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**WHEREAS:**

- (1) Spar Aerospace Limited ("*Spar*") is divesting itself of its Gears and Transmissions Division at Caledonia Road in Metropolitan Toronto;
- (2) The Company is prepared to purchase certain assets of that business, transferring a portion to its existing Cambridge operation and transferring another portion to new facilities at or near Milton, Ontario;
- (3) The Company is prepared to recognize and enter into a collective bargaining agreement with the Union Local 112 as the sole bargaining agent for all employees save and except foremen, those above the rank of foreman, sales and office staff at the new facilities at or near Milton, Ontario. The Union Locals 112 and 673 agree that their respective collective agreements with Spar shall become inoperative with respect to the Gears and

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Transmissions Division, one (1) minute prior to the closure of the Company's Purchase from Spar;

- (4) The employees of the Company's existing Cambridge facilities, including any employees transferred to bargaining unit positions as a result of the transfer of Spar Gears and Transmission work to Cambridge, are already within the jurisdiction of Local 1986 of the Union.

**NOW THEREFORE:**

- (1) The Unions, both Locals 112 and 673 waive and release any Successorship status which they might have pursuant to section 64 of the **Ontario Labour Relations Act**, with respect to the Company's acquisition of Spar Gears and Transmission work;
- (2) Local 673 employees would be absorbed into the collective agreement with Local 112.
- (3) The Unions, both Locals 112 and 673 agree that, subject to a specific letter of understanding "grandfathering" certain seniority based rights of ex-Spar employees, the collective agreement newly entered into between the Company and the Union, specifically Local 112, referred to above shall apply during an interim period while the Company operates at Spar's Caledonia Road facilities pending its move to its new facilities at or near Milton, Ontario;
- (4) The Unions, both Locals 112 and 673, agree that certain persons, on Leave of Absence from Spar, who obtain temporary employment with the Company during its interim operations at

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Caledonia Road, retain recall rights and employment status with Spar. Accordingly, when the Company terminates their temporary employment it will be deemed to have done so within the provisions of section 57(10)(a) of the ***Employment Standards Act ("Act")*** and because such temporary employment is for less than five (5) years, the provisions of section 58 of the Act shall not be applicable.

Specifically, the Unions both Local 112 and 673 agree that the temporary employment referred to herein shall not create any liability for the Company under the Act arising, either directly or indirectly, out of such persons' temporary employment with the Company or their ongoing employment status with Spar.

**DATED at Toronto, this 29th day of March, 1993**

**FOR THE COMPANY: DAVID GEE**

**FOR THE UNION: JERRY DIAS**



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**SPAR RIGHTS  
LETTER 15  
LETTER OF UNDERSTANDING**

between:

**HAVLIK TECHNOLOGIES INC.**

(Hereinafter called "*the Employer*")

- and -

**THE NATIONAL UNION, CANADIAN AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL IMPLEMENT  
WORKERS UNION OF CANADA (UNIFOR-CANADA)**

a voluntary association of employees representing the  
employees of the Company, through its Local 112 and 673

(Hereinafter referred to as "*the Union*")

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- (1) It is understood that the Employer will be initially employing approximately seventy (70) bargaining unit employees who were employed by Spar Aerospace Limited ("*Spar*") and while employed by Spar, were covered by collective agreements with either Local 112 or 673 of the Union;
- (2) It is also understood that the provisions of the collective agreement between the Employer and the Union include a different system of skills recognition in relation to seniority as it is found in the collective agreement between Spar and the Union bearing effective date February 5, 1992;
- (3) In the application of the Newco operative skills/seniority language, the employees referred to in paragraph one (1) above will, where the Spar collective agreement referred to in paragraph two (2) provides bumping and recall

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rights superior to those found in the Newco collective agreement, enjoy the superior rights in the Spar collective agreement;

- (4) Further to this principle, employment to Newco will be offered to Spar employees subject to lay-off at Spar under the Local 673 or 112 collective agreement, as the case may be, on the basis of seniority and relevant skills, as determined by the flow chart system contained in the Spar collective agreements referred to in paragraph two (2) above, *i.e.*, the Local 673 system applies to Local 673 candidates; the Local 112 system applies to Local 112 candidates – in spite of the fact that all candidates, once employed by Newco, will be covered by the collective agreement between the Employer and the Union.
- (5) It is understood and agreed that the "Spar" rights and training rights referred to in this letter apply only to those employees referred in paragraph one (1) and those interim hires who subsequently become permanent employees, but does not refer to any future hires. Future hires' rights shall be governed solely by the Express terms of the collective agreement between the Employer and the Union; and
- (6) The Employees referred to in paragraph one (1) above shall, if they are subsequently terminated by the Employer such that they would be entitled to severance pay pursuant to the ***Employment Standards Act*** ("**Act**"), be entitled to an enhanced severance payment package of one and one-half (1-1/2) weeks of pay for

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each year (or part) of service to a maximum of thirty (30) years of service. Such severance payments shall be in lieu of and in full satisfaction of any severance pay rights under either the Act or the collective agreement between the Employer and the Union. Such severance payments would be based on the employee's year of service both with Spar and the Employer.

**DATED at Toronto, this 29th day of March, 1993**

**FOR THE COMPANY: DAVID GEE**

**FOR THE UNION: JERRY DIAS**

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**PAST SERVICE LETTER 17  
LETTER OF AGREEMENT**

Employees who involuntarily lost their employment, without a job offer, as a consequence of the closure agreement, dated April 1, 1993 between Spar Aerospace and C.A.W., Local 112, shall be credited with one (1) year to their service for purposes of **VACATION ENTITLEMENT ONLY.**

1.	K. UDDIN	7.	B. PATEL
2.	V. CHAUHAN	8.	H. PATEL
3.	P. AHLUWALIA	9.	M. DELFIN
4.	M. SCHRAUWERS	10.	B. RYKASZEWSKI
5.	DAVE DIXON		
6.	J. MUDHAR		

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**LETTER 18**  
**WORK STATION FOCUS**

All personnel are to maintain a clean, organized and professional work station. On a daily basis, personnel are required to identify if their machines, tools, fixtures and jigs are in a ready to use condition (top up oil levels) and identify any machine leaks and other physical problems to their supervisor.

**LETTER 19**  
**ITAR**

The parties recognize that the Company may be subject to ITAR Regulations in order to comply with and/or obtain customer contracts. The parties agree to work together in an effort to address issues that may arise as a result.

**LETTER 20**  
**INVENTORY MANPOWER**

It is recognized that when any inventory is to be conducted that the responsibility for all inventory functions belongs to the management of the company. Therefore, when additional manpower resources are required, the selection of bargaining unit manpower will be as follows:

1. The shipper/receiver classification will be the first to be scheduled for weekend inventory.

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2. Then, bargaining unit employees that have been utilized during the week prior to the inventory weekend to assist with the inventory preparation will be scheduled.
  3. Thereafter, if additional manpower is required then the company will schedule by seniority beginning with the most senior, from the combined classifications as listed in the production groups.

## **LETTER 21**

### **VENDOR TOOLING MACHINE**

The parties accept that the company will be installing Vendor Tooling Machines in various areas throughout the plant.

The Vendor Tooling Machines will be the property of the tooling vendor. The tooling vendor will be completely responsible for the inventory control which includes stocking of the machines with product, replacement of required tooling and maintaining the upkeep and repair or replacement parts of the tooling machines.

It is understood the machines are not for the purpose of eliminating bargaining unit employees.

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**LETTER 22**  
**DEFIBRILLATOR**

The company and the union agree that a Defibrillator will be purchased for the Milton site based upon the following conditions.

The health and safety committee will locate and contract with a reputable person or person to conduct training for the first aid representative on the proper and safe use of a defibrillator. When the first aid representatives are considered trained then the company will purchase the defibrillator.

The parties agree this will occur no later than six (6) months from the ratification of the new collective agreement.

**LETTER 23**  
**WOMEN'S ADVOCACY**

Where a Northstar Aerospace active bargaining unit employee is provided transportation assistance by a Local 112 representative for services of the Women's Advocacy, the company will, upon proper documentation reimburse the Local 112 representative 50% of reasonable hotel, meals and gasoline expenses and 50% of the base hourly rate of pay at straight time to a maximum of 8 hours per day. It is understood this is for time spent to transport the employee to a treatment center.

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## **LETTER 24**

Where a Northstar Aerospace active bargaining unit employee is provided transportation assistance by a Local 112 representative for professional abuse related treatment , the company will, upon proper documentation reimburse the Local 112 representative 50% of reasonable hotel, meals and gasoline expenses and 50% of the base hourly rate of pay at straight time to a maximum of 8 hours per day. It is understood this is for time spent to transport the employee to a treatment center.

## **LETTER 25**

### **WORKPLACE TRAINING AND THE JOINT TRAINING COMMITTEE (JTC)**

The parties agree that the objective of the JTC will be to enable employees within the General Machinists, Gear Machinists and Inspectors with due respect to their service and seniority, to acquire a wider range of skills and abilities in order to improve their job security and become more productive in their jobs.

The parties agree to cross train employees first within their own job classifications and skill sets and then in other job classifications as necessary. It is recognized that one of the benefits of such cross training is to allow employees the opportunity to be assigned within their own classifications. In so doing, this also expands the pool of employees who would be able to perform required work within their job classification.



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### Composition of the JTC

The JTC shall consist of two members representing management and two members of the bargaining unit, one of whom shall be the skilled trades' representative. Time spent by the two union members on the JTC shall be paid time.

### Duties and Responsibilities of the JTC

The General Manager of the site will determine and establish the training objectives and the priorities necessary for the training.

The JTC will, given the General Managers requirements, develop the training program, the time frame necessary to meet those needs and to recommend who shall be trained.

The JTC shall establish minimum standards of production for the successful completion of the training. In addition the JTC will review the training that has been provided and determine whether or not an employee is being successful and if not the training will cease.

### Dispute Mechanism

Should a dispute arise within the mandate of the JTC, the dispute must be presented within five working days to the General Manager of the Milton site and the president of UNIFOR Local 112 or his/her designee.

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The General Manager and the President of the UNIFOR Local 112 must deliver their decision to the JTC within two working days following the meeting.

The decision shall be binding on both parties and not subject to the grievance procedure.

## **LETTER 26**

### **VIOLENCE AND HARASSMENT IN THE WORKPLACE**

As per the provisions of Bill 168 that amended the Occupational Health and Safety Act with respect to violence and harassment in the workplace, the Parties agree that all employees are obligated to interact on a basis of mutual respect and any form of violence, harassment, sexual or otherwise, will not be tolerated.

#### **(A) Workplace Violence**

Workplace Violence is defined as:

- (i) The exercise of physical force by a worker in a workplace that causes or could cause physical injury to a worker,
- (ii) An attempt to exercise physical force against a worker in a workplace that could cause physical injury to the worker.
- (iii) A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical

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force against the worker, in a workplace, that could cause physical injury to the worker.

### **(B) Harassment**

Harassment is defined as:

Vexatious comment or conduct in relation to a person or group of persons which has the effect or purpose of creating a hostile or intimidating working environment when such treatment has the effect or purpose of threatening or intimidating a person.

Harassment does not include appropriate direction, delegation, or discipline, administered by a member of management or designate.

### **(C) Sexual Harassment**

The parties are committed to a workplace free of sexual harassment.

Sexual Harassment includes, but is not limited to:

(i) Any unwanted sexual attention or behaviour by a person who knows or ought reasonably to know that such attention is unwanted; or

(ii) Any implied or expressed promise of reward for complying with a sexually oriented request; or

(iii) Any implied or expressed threat of reprisal, in the form of either actual reprisal or the denial of opportunity for refusal to comply with a sexually oriented request, or

(iv) Any inappropriate verbal or physical conduct that has a focus on sexuality or sexual identity in what reasonably may

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be perceived as a hostile or intimidating or offensive manner;  
or

(v) The communication or display of material with a focus on sexuality or sexual identity.

### **(D) Investigators**

The Union shall appoint one (1) member and one (1) alternate who will conduct investigations, both informal and formal, on behalf of the Union where the complainant and the person or persons who are alleged to have committed violence, harassment, sexual or otherwise are all members of the bargaining unit represented by the Union.

### **(E) Training**

The Union investigator and the one (1) Company representative (including the alternates) will participate in harassment training offered by the UNIFOR – Canada Human Rights Department within one hundred and twenty (120) days of ratification. All costs of such training shall be incurred by the Employer.

### **(F) Filing a Complaint**

Before filing a formal complaint, if an employee believes he/she has been harassed, subjected to workplace violence and/or discriminated against on the basis of any prohibited ground they may request a stop of the behaviour, inform the individual that the behaviour is unwanted and unwelcome, document the events and/or report the incident to their Supervisor or Union Committee Representative.

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However, it is also understood that some persons who allege discrimination or harassment may be uncomfortable or reluctant to confront their harasser. In this event, the complainant may seek assistance by reporting the incident directly to any Union Committee Representative or Representative of Management.

### **(G) Formal Investigation**

Should a formal complaint investigation be required involving members of the bargaining unit, both parties jointly will interview the respondent, witnesses, and other persons named in the complaint. Should the complaint involve sexual harassment or gender discrimination, the process may include an appropriate internal advocate as appointed by the union and agreed to by the parties. The investigation process will not exceed fifteen (15) days unless by mutual consent of both parties. It is understood that the Union Committee Representative will not be the Union Chairperson or Committeepersons.

### **(H) Resolution**

If an investigation confirms that discrimination or harassment has occurred, immediate action will be taken to put an end to the discrimination or harassment.

The Management Representative or designate and the Union Committee Representative will provide their findings to the Plant Manager and the Chairperson of the Union. The Plant Manager or designate will make a determination of appropriate resolution within ten (10) working days of receiving the findings and will meet with the Union Chairperson to inform him/her of the resolution. It is agreed

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that the appropriate resolution will be consistent with the Collective Agreement and the Ontario Human Rights Code.

Such resolutions will be enforced within five (5) working days. The complaint, if unresolved, may be submitted by the Union to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that complaints should not be pursued through both the Grievance and harassment complaint procedure.

(i) A complaint of this nature shall be promptly investigated and appropriate action taken.

Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition.

Where the alleged harasser is the person who would normally deal with any of these steps of the complaint or grievance procedure, the complaint or grievance shall automatically be sent to Step 2 of the grievance procedure.

At no time during or after a discrimination, harassment or sexual harassment grievance, shall the grievor be removed from the areas of the alleged harasser unless fully and entirely voluntarily requested by the grievor and without prejudice to the validity of the grievance.

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**LETTER 27**  
**LETTER OF UNDERSTANDING**

Re: Health and Safety Article 30.02

At bargaining in 2011, the parties discussed and agree that the Company and the union are in agreement to change behaviours and the committee will urge the membership to first report concerns to their Supervisor and the committee would also urge the Union Safety Representative to quickly direct employees back to their Supervisor to first report all safety concerns as per OHSa regulation.

The Company will also post this requirement.

**LETTER 28**  
**LETTER OF UNDERSTANDING**

The Company may, at its discretion, offer retirement incentives and severance packages in subsequent years of the current collective agreement.

Employees who are accepted for the Early Retirement Incentive Plan or who accept the enhanced severance packages will be accepted by seniority within classification and will be deemed to have voluntarily separated their employment on the completion of their last day worked.

All employees who have applied for a voluntary separation package will be advised as to whether or not their application has been accepted or declined.

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## **SCHEDULE "E"**

### **Skilled Trades**

**1.01** The purpose of this Article is to define trades and classifications, wage rates, seniority provisions and all other matters dealing with Skilled Trades work covered by this Agreement.

**1.02** The provisions of the general agreement shall apply to employees in the recognized trades and classifications listed in Schedule "A", except as altered by the provisions of this article—Skilled Trades. All existing employees will be grandfathered into all the classifications, jobs and/or skills described for the purposes of this collective agreement.

**1.03** The Skilled Trades (including Inspector and Gear Machinist) covered by this Article constitute those trades for which an apprenticeship is usually served together with those classifications which form a part of an apprenticeable trade.

**1.04** A journeyman in any of the designated Skilled Trades shall mean any person who:

- (i) has served a bona fide apprenticeship of four (4) years — 8000 hours — and possesses proof of such apprenticeship service, or
- (ii) holds a recognized UNIFOR journeyman card in the trade in which he claims recognition, or
- (iii) has eight (8) years practical and general experience covering all phases laid down in the



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Apprenticeship Course applicable to the trade in which he claims journeyman status and possesses ample proof of such experience.

**1.05** Entry into the Skilled Trades shall be restricted to persons:

- (i) who qualify as journeyman under the provisions set forth in the immediately preceding paragraphs, or
- (ii) who qualify for journeyman status through any apprenticeship program, or
- (iii) who provide documents proving their claim to journeyman status. The Company will provide such documents to the Union skilled trades committee-man forty-eight (48) hours prior to the date of hiring. The Company will provide documents for employees being promoted from any classification within fifteen (15) working days of the promotion date. There may be exceptions to the above by mutual agreement of the parties.
- (iv) in the absence of a skilled applicant, the Union may waive the above requirements. Such waiver will not be unreasonably withheld.

**1.06** The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council

**1.07** Such deductions shall be made in the month of January. These deductions along with the names of

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employees shall be remitted to the Financial Secretary of the Local as per Article 31.01.

The Company will periodically review with the union the College of Trades requirements and standards. If at any time there is a mandatory fee requirement for continued certification the Company agrees to have meaningful discussion.

### **Lines of Demarcation**

- 1.08** The work of the skilled classifications shall not be done by employees outside the skilled classifications.

### **Automatic Increase**

- 1.09** Automatic progression is for skilled trades and technical only.
- i. The Company agrees to continue the internal job posting practice of accepting applicants to the job rate.

Above applies to the technical classification as well.

- 1.10** Work covered by this schedule shall be performed by the trades and classifications listed below:

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## **GROUP I – CLASSIFICATION**

Inspector

## **GROUP II – CLASSIFICATION**

General Machinist

## **GROUP III – CLASSIFICATION**

A. **Trades**

Machine Repair  
Electrical/Electronic Maintenance

B. **Classifications**

Gear Machinist  
Tool & Cutter Grinder  
Standards Inspection  
Jig Bore Operator  
General Machinist

### **Skilled Trades Seniority**

- 1.11** (a) Employees who are in skilled trades or have recall rights thereto as at the date of this agreement shall retain their seniority established at that date and continue to accrue seniority thereafter.
- (b) New trade journeymen shall have seniority in their trade only as from the date of entry.

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- (c) An employee already in a classification within a skilled trade who is accepted for promotion to another classification within that trade and finds himself unable to perform the duties of the new job or is found unsatisfactory by supervision shall be returned to his former classification under clause 22.05 of this agreement.
  - (d) Any skilled trades employee who is accepted for promotion into, or who displaces another employee at the time of reduction of the work force from a classification linked by flow lines on his Flow Chart shall be credited with his accrued skilled trades seniority in his new classification after fifteen (15) working days in such new classification. In the interim his seniority shall remain in the classification from which he had moved.
  - (e) General machinists who are transferred/moved as a result of surplus/layoff shall be trained to the required level.
  - (f) Notwithstanding the provisions of any other part of the agreement, no employee in skilled trades may displace an employee on another Flow Chart at the time of layoff.

## **Apprenticeship Language**

- 1.12** (a) **Apprenticeship Standards** – The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been

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agreed to by the Company and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (UNIFOR–Canada) and its Local 112.

(b) **Purpose** – The purpose of these standards is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient employees at the conclusion of the training period.

(c) **Definitions** –

(1) The term "Company" shall mean Northstar Aerospace – Milton.

(2) The term "Union" shall mean the duly authorized representatives of the National Automobile, Aerospace Transportation and General Workers of Canada (UNIFOR–Canada) and its Local Union 112.

(3) "Registration Agency" on labour standards shall mean the Industrial Training Branch, Department of Education. "Registration Agency" for the apprentice as a student, covering related instruction.

(4) "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an

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apprentice, and their parent or guardian if they are a minor, which agreement or indenture shall be reviewed by the Joint Apprenticeship committee and registered with the Registration Agencies.

- (5) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which they have been assigned under these standards and who is covered by a written agreement with the Company providing for their training in accordance with these standards of apprenticeship and who is registered with the Registration of Agencies.
- (6) "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.
- (7) "Supervisor of Apprentices" shall mean the person employed as such or the person assigned the responsibility by the Company to perform the duties outlined in these standards of apprenticeship.
- (8) "Standards of Apprenticeship" shall mean this entire document, including these definitions.

- (d) **Application** – Application for apprenticeship will be received by the Human Resource Department of the Company from applicants considering themselves eligible under the program of training. These applications of

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prospective apprentices will be reviewed by the Joint Apprenticeship committee; however, it is understood that the final selection and hiring of the apprentice is the sole responsibility of the Company.

- (e) **Apprenticeship Eligibility Requirements** – In order to be eligible for apprenticeship under these standards the applicant must meet the following qualifications:
- (1) They must have a grade twelve (12) or its educational equivalent; Exceptions to these requirements may be made by the Company upon the recommendation of the Committee for applicants who have unusual qualifications. It is understood that all applicants must successfully pass the Company's regular employment requirements.
- (f) **Credit for Previous Experience** – At the discretion of the Committee, credit for prior experience in the applicable trade may be given after evaluation. Review will be made after completion of apprentices' probationary period.
- (g) **Term of Apprenticeship** – The term of apprenticeship shall be established by these Standards of Apprenticeship in accordance with the schedule of work processes and related instruction as outlined in the Appendix attached hereto.

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- (h) **Probationary Period** – The first five-hundred (500) hours of employment for every apprentice shall be a probationary period. During this probationary period the apprenticeship agreement with an apprentice may only be cancelled by the Company after advising the Committee. The registration agencies shall be advised of such cancellations.
- (i) **Hours of Work** – Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeyman / woman employed by the Company. In case an apprentice is required to work overtime they shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeyman / woman established by these standards is maintained.
- (j) **Ratio** – The ratio of apprentice to journeyman / woman shall not exceed one apprentice to each twenty (20) journeyman / woman in the trade in which they are apprenticed (i.e. One (1) toolmaker apprentice to twenty (20) toolmakers). If layoffs become necessary apprentices shall be laid off to maintain the same ratio within the plant.



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(k) **Discipline** – The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

- (1) inability to learn;
- (2) unreliability;
- (3) unsatisfactory work;
- (4) lack of interest in their work or education;
- (5) improper conduct;
- (6) failure to attend classroom instructions regularly.

(l) **Wages** – Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

- 1st 1000 hours – not less than 65% of the journeyman/woman wage rate.
- 2nd 1000 hours – not less than 70% of the journeyman/woman wage rate.
- 3rd 1000 hours – not less than 75% of the journeyman/woman wage rate.
- 4th 1000 hours – not less than 80% of the journeyman/woman wage rate.
- 5th 1000 hours – not less than 85% of the journeyman/woman wage rate.
- 6th 1000 hours – not less than 90% of the journeyman/woman wage rate.
- 7th 1000 hours – not less than 95% of the journeyman/woman wage rate.

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8th 1000 hours – not less than 100% of the journeyman/woman wage rate.

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

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

Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

When an apprentice has completed 8000 hours of training and after recommendation for their journeyman/woman certificate by the Committee, they are to receive not less than the minimum rate to skilled journeyman/woman in the trade in which they have served their apprenticeship provided an opening exists and they are selected for employment as a journeyman/woman.

Apprentices shall not be paid for attendance at night school. If an applicant is required to attend a day school course in addition to their night school training, they shall receive the

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difference between the pay appropriate to their apprenticeship period

- (m) **Academic Training** – Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related instructions are attached to this apprenticeship plan. Modification may be made to the schedules by the Committee, subject to final approval by the Company. The Company shall notify the Registration Agencies of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total. A refund of the tuition fee will be made to the apprentice provided they attend at least seventy-five percent (75%) of the classes during the season and receive a passing grade. The student apprentice is required to furnish each month proof of their attendance at the school.
- (n) **Joint Apprenticeship Committee** – There is hereby established a Joint Apprenticeship Committee as defined in this Article. This Committee shall be composed of four (4) members, two (2) representing the Company and two (2) journeyman/woman representing the Union.

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The Chairperson shall be the Supervisor of Apprentices. The Committee shall meet once a month unless otherwise agreed. It shall be the duty of the committee:

- (1) To see that each prospective apprentice is interviewed and impressed with the responsibilities they are about to accept as well as the benefits they will receive.
- (2) To accept or reject applicants for apprenticeship subject to final approval by the Human Resources Department of the Company as provided in Appendix E.
- (3) To hear and decide on questions involving apprentices which relate to their apprenticeship.
- (4) To determine whether the apprentice's scheduled wage increase shall be withheld in the event that they are delinquent in their progress.
- (5) To offer constructive suggestions for the improvement of training on the job.
- (6) To certify the names of graduate apprentices to the Registration Agencies and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless recommended by the Committee.

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- (7) To review the supervisor's monthly report on each apprentice.
  - (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.
- (o) **Supervision of Apprentices** - Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the supervisor of the department in which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the pre-determined schedule of work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their review at the next meeting.

The Supervisor of Apprentices or an individual charged with this responsibility in consultation with the Committee, shall prepare adequate record forms to be filled in by the supervisor whom the apprentices receive direction, instruction and experience. The Supervisor shall make a report at least every thirty (30) days to the Supervisor of apprentices on the

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work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.

- (p) **Seniority** – The apprentices will exercise their seniority in their own group first. For example, if there are four apprentices in the trade such as "eg: Toolmaker" and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be recalled.

An apprentice shall retain their original plant seniority during their apprenticeship and shall continue to accumulate seniority during the apprenticeship program. Upon satisfactory completion of the apprenticeship program the apprentice will be given seniority equal to 50% of time spent as an apprentice but not more than two (2) years.

- (q) **Apprenticeship Agreement** – "Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and their parent or guardian (if they are a minor), which agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

The following shall receive copies of the apprenticeship agreement:

- (1) The Apprentice

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- (2) The Company
  - (3) The Committee
  - (4) The Registration Agencies
  - (5) The Northstar Bargaining Committee
  - (6) The National Automobile, Aerospace, Transportation and General Workers Union of Canada (UNIFOR–Canada).

- (r) **Certificate of Completion of Apprenticeship**  
– Upon completion of the apprenticeship under these Apprenticeship Standards, the Supervisor of Apprentices will recommend to the Industrial Training Branch, Department of Education, that a certificate, signifying completion of the apprenticeship, be issued to the apprentice. No certificates will be issued by the Apprenticeship Branch, Department of labour unless recommended by the Committee.

## TOOL MACHINIST A.A.

WORK PROCESSES	HOURS
<b>SAFETY INSTRUCTIONS</b>	
TOTAL CRIB	50
MILLING MACHINE	1000
LATHE	1000
SHAPER, SLOTTER, PLANER	500
GRINDERS (Precision, I.D., O.D., Surface)	1000
BORING MILL, KELLER, HYDROTEL (OR SIMILAR DUPLICATING MACHINES) JIG BORER, JIG GRINDER OR OTHER PRINCIPAL MACHINES	2000
N/C PROGRAMMING	500
MACHINING LISTED AND UNLISTED N/C MACHINES, PANTOGRAPH, DECKEL, ELOX, PROFILE MACHINES, RADIAL DRILL (TO INCLUDE INSPECTION, LAYOUT, AND TEMPLATE NOT TO EXCEED 500 HOURS)	874
OPTIONAL	500
RELATED INSTRUCTION	576
<b>TOTAL (Hours)</b>	
	<b>8000</b>
<b>RELATED INSTRUCTIONS</b>	
MATH	180
SCIENCE	72
SHOP	108
DRAWING	180
UNASSIGNED	36
<b>TOTAL (Hours)</b>	
	<b>576</b>



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## **SCHEDULE "F"**

### **JOB DESCRIPTIONS FOR SKILLED TRADES, PRODUCTION & TECHNICAL**

In addition to in house training, the Company encourages employees to take the initiative to further learn the processes associated with their current role and/or the roles in this article by enrolling and successfully completing courses at local trade schools or other such establishments.

#### **INSPECTOR SKILLED TRADES 1**

##### **Job Requirements:**

Demonstrated skill at reading engineering drawings and blueprints.

Required to inspect and approve machined parts for purposes such as first off, first article, batch acceptance and receiving inspection of machined or similar piece parts including spur, helical and bevel gears, castings, forgings. Performs other relevant duties/procedures carried out in hardness testing, heat treat, plating, bench/structural assemblies, painting and plastics for dimensional, visual and other defined parameters for adherence to specifications, drawing and other written or pictorial guidelines.

"First-off" shall mean parts first manufactured from original design or changed specifications or parts which require a difficult set-up.

Must complete and review all associated documentation and reports.

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The above duties are to be accomplished using various inspection techniques including but not limited to shadow graphs, laser mic's, co-ordinate measuring machines, various gear checking machines (including verification of set-up of various machines).

## **GENERAL MACHINIST SKILLED TRADES – Group 2**

1. Required to set up and operate any or all of the following NC, CNC or manual machines: – all types of mills (horizontal, vertical) machining centres borematics, drills (radial, pedestal, hand etc.), lathes, turning centres, grinders (external, internal, crush, surface thread grinding etc.), hobbing, shaping, planing, slotting, broaching, lapping, honing, bevel gear cutting, spur and helix, gear and spline grinding, bevel cutter grinding, machines.
2. Work from planning sheets, blue prints, drawings or general information in written and/or verbal form.
3. Perform all necessary layout work, use precision measuring and checking instruments and equipment.
4. Develop prescribed tooth forms, contact patterns and other gear tooth dimensions in accordance with written and/or verbal instructions including gear summaries.
5. Set-up and operate gear testing equipment, interpret test results and make required changes in machine set-up as indicated by test results.

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6. Fully utilize all functions of the machines and their attachments to the highest degree of complexity to which they are or may be adapted. Uses precision measuring and checking equipment.
  7. Employee will perform work on tool and/or production parts.
  8. Using standard marking equipment, neatly and accurately transfer the designated serial number to the part throughout the manufacturing process where specified. Working in accordance with specifications and operational sheets.
  9. Raw materials will be part marked by the NDT classification. Employees from the General Machinist 2 and 3 classifications, who have been trained in trace ability requirements, and who are running production, may be required to part mark their designated production.

## **ELECTRICAL / ELECTRONIC MAINTENANCE**

Required primarily, to perform preventive maintenance, make modifications, locate malfunctions and repair electrical and electronic controls of the highest degree of complexity used on numerical controlled and other sophisticated electronically controlled machines, machine tools electronic recording and other like manufacturing and quality control equipment; to functionally test and perform initial checkout of such equipment; to test and replace faulty equipment and components; to make all necessary calibration and adjustments; to use any required test equipment including function generators and oscilloscopes; to

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perform duties as set out in the job summary for the Electrician (Maintenance and Construction) and to perform all incidental job duties necessary to accomplish the work functions of the job. Adapts to new methods, processes, materials and equipment. Works to blueprints, schematics, wiring and circuit diagrams, instruction manuals and other like information.

## **MACHINE REPAIR**

Required to perform general servicing, modification, maintenance and repairs necessary to keep machines, machine tools, other plant equipment and their related hydraulic and pneumatic piping systems (other than new piping installations) in efficient operating condition. The work includes diagnosing the cause of malfunctioning machines and other plant equipment and making necessary adjustments, repairs and as necessary making parts incidental to the work; to install, align, dismantle, crate, un-crate and move and handle machines, machine tools, pumps, compressors, motors, generators and other like equipment; to layout, fabricate, erect and install and/or maintain various types of metal structures including hoists, conveyors, rails, cranes, hoppers, work stands, dollies, scaffolding and other like items. Routine maintenance requirements of all boilers, air compressors, air and steam equipment and chiller systems. Adapts to new methods, processes, material and equipment. Works to blueprints, schematic drawings, service manuals and other like information.

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## **GEAR MACHINIST**

Required to set-up and operate Spur, Spiral Bevel, Helix Gear and Spline Grinding Machines to develop prescribed tooth forms and other gear tooth dimensions. Set-up and operate Gear Tooth Grinding and Cutting Machines to develop prescribed tooth contact patterns and other gear tooth dimensions in accordance with written and/or verbal instructions.

Sets up and operates gear testing equipment, interprets test results and makes required changes in machine set-up as indicated by test results. Uses precision measuring and checking equipment. May be required to set-up and operate Thread Grinding and Broach Machines.

Using standard marking equipment, neatly and accurately transfer the designated serial number to the part throughout the manufacturing process where specified. Working in accordance with specifications and operational sheets.

## **TOOL & CUTTER GRINDER – Group 3**

Required to completely and independently, to set up and operate various types of precision grinding machines and their attachments used in the fabrication of complicated tools, dies, jigs and fixtures, gauges and other like items and for grinding precision form tools, reamers, cutters etc.; to perform all necessary layout work, tool set ups and tool setting for tape control machines and use precision measure instruments and equipment; to utilize all functions of the machines and

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their attachments to the highest degree of complexity to which the machines are or may be adapted. Adapts to new methods, processes, material and equipment. Works to tool design or engineering drawing, sketches, other like information and/or oral orders.

Will not be required to re-sharpen bevel gear cutters.

May perform like work on production.

### **STANDARDS INSPECTOR – Group 3**

Must be familiar with optical and other measuring instruments such as are used in obtaining very fine measurements. Will be required to check all types of gauges as may be used in this Company's activities. Must have sufficient knowledge of mathematics and trigonometry.

Must be familiar with electrical, electronic and mechanical instruments and related testing equipment. Will be required to check, function and calibrate all types of above-mentioned gauges and testing equipment as may be used in this Company's activities.

Should have electrical, electronic and mechanical training to carry out the work without supervision. Will be required to compile and keep all necessary records (Calibrate – means minor adjustments).

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### **JIG BORE OPERATOR – Group 3**

Required, completely and independently, to plan the work operations and to set up and operate a jig borer primarily to locate and bore coordinated holes in complicated tooling; to perform all necessary layout work, and use precision measuring instruments and equipment and fully utilize all functions of a jig borer and attachment to the highest degree of complexity to which the machine is or may be adapted. Adapts to new methods, processes, material and equipment. Works to tool design or engineering drawings, sketches, other like information and/or oral orders. May perform like work on production parts.

### **GENERAL MACHINIST SKILLED TRADES – Group 3**

1. Required to set up and operate any or all of the following NC, CNC or manual machines: – all types of mills (horizontal, vertical) machining centres borematics, drills (radial, pedestal, hand etc.), lathes, turning centres, grinders (external, internal, crush, surface thread grinding etc.), hobbing, shaping, planing, slotting, broaching, lapping, honing, bevel gear cutting, spur and helix, gear and spline grinding, bevel cutter grinding, machines.
2. Work from planning sheets, blue prints, drawings or general information in written and/or verbal form.
3. Perform all necessary layout work, use precision measuring and checking instruments and equipment.

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4. Develop prescribed tooth forms, contact patterns and other gear tooth dimensions in accordance with written and/or verbal instructions including gear summaries.
  5. Set-up and operate gear testing equipment, interpret test results and make required changes in machine set-up as indicated by test results.
  6. Fully utilize all functions of the machines and their attachments to the highest degree of complexity to which they are or may be adapted. Uses precision measuring and checking equipment.
  7. Employee will perform work on tool and/or production parts.
  8. Set-up and operate NASA and jig grinding machines.
  9. Using standard marking equipment, neatly and accurately transfer the designated serial number to the part throughout the manufacturing process where specified. Working in accordance with specifications and operational sheets.
  10. Raw materials will be part marked by the NDT classification. Employees from the General Machinist 2 and 3 classifications, who have been trained in trace ability requirements, and who are running production, may be required to part mark their designated production.



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## **PRODUCTION JOB DESCRIPTIONS**

### **BENCH AND STRUCTURAL AIRCRAFT ASSEMBLY**

Required to perform operations necessary to assemble, diagnose repair and/or overhaul accessory drive gearbox assemblies, transmissions, shaft assemblies, power take off assemblies, rotor head assemblies and space assemblies.

Required to perform pressure test, static and flow leak test, detergent and varsol flush.

Required to utilize flow rigs, Millipore rigs, ultrasonic and degreasing equipment. Required to install hardware, liners and bushings in assemblies. May be required to work under environmental control procedures and conditions. Must be capable of utilizing precision measuring equipment, hoisting equipment, hydraulic and hand presses, lubricating, cleaning, chilling and heating equipment.

Required to mix process associated paints, adhesives and sealing compounds.

Required to set up and operate dynamic gear balancing equipment and hand grinding guns to achieve material removal and gear balancing requirements.

Required to read and comprehend mechanical part drawing and blue prints and operation sheets.

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## **NON-DESTRUCTIVE TEST INSPECTOR**

Required to inspect to specifications using all inspection equipment necessary, materials defects by the Magnetic Particle Inspection and Liquid Penetrant method. This involves use of magnetizing and demagnetizing equipment, zygo and all crack detection methods. Will be required to obtain necessary certification.

Checking the hardness of batch parts (hardness testing). Note: There will be a sixth month transition period for the transitioning of this duty into the NDT classification.

Wash and oil parts in between operations, if instructed to.

Must have a knowledge of the Nital Etch process to inspect and where applicable, approve components with machining defects such as grinding damage, carburizing mask-off, excessive stock damage and carbon depletion. Will be required to obtain a Northstar certificate of proficiency. Must complete all necessary inspection reports and documents related to the foregoing.

Perform the operations necessary to neatly and accurately identify parts and assemblies using standard marking equipment, electrolytic etch and acid etch. Make stencils as required. Work in accordance with specifications, drawings, operational sheets, work order cards and/or oral instructions.

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## **HEAT TREATER**

By the use of furnaces or other devices, heat treat any metal to required specifications. Must possess a thorough knowledge of the physical and chemical properties of the metals to be treated and be able to work out treatment problems for which no chart or table exists.

## **BENCH FINISHER**

Required to perform the operations necessary to finish machined parts by straightening, blending, chamfering, deburring, polishing and tapping of holes to drawing specifications. This work requires the use of hand and power tools and straightening presses.

## **ELECTRO-PLATER**

Requires the etching, plating, polishing and electroplating of detailed parts.

Performs the operations necessary to produce required changes in physical and/or chemical properties, prepares components to a prescribed method of treatment.

Wash and oil parts in between operations if instructed to. Touch up black oxide and chromate.

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## **SHIPPER / RECEIVER**

Required to operate stores, tool crib, receiving and shipping areas. Required to process all necessary paperwork, records and work orders for issue to shop floor. Required to operate tow motor, overhead crane, automatic cut-off saw and packaging equipment. Required to maintain stock, raw materials, oil finished parts and expedite when necessary. Required to kit finished parts and bought out parts to assembly work orders. Ensure work orders reflect proper traceability for all materials. Required to issue all tools, fixtures and gauges from stores as well as consumable tools and supplies to personnel. Operate computer terminal as required in the performance of the related area. Training to be provided.

## **LABOURER**

General cleaning duties of Plant and Office areas, both indoors and outdoors as required. Washrooms and supplies made available. Required to drive forklift equipment as assigned.

Oiling of machinery, including the preparation, dispensing and extraction of coolant in varying concentrations.

Required to move, arrange, and/or re-arrange office furniture, equipment and supplies.

Wash and oil parts in between operations if instructed to.

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## **SHIPPER/EXPEDITOR**

### Job Requirements:

Forklift truck licence certified

High level of energy and initiative to fulfil requirements of the position.

### **- Normal Duties:**

1. Physically moving parts ensuring paperwork has been completed properly, example – verifying operations are filled out with the correct quantity on the work order, and the operation has been stamped off by a Supervisor.
2. Review the job board and consult with all shop Supervisors.
3. Review picture sheets for parts that are in queue for a machine. Acquiring fixtures and gauges that are identified on the picture sheet for use on that operation from Stores and placing on the cart with the parts.
4. Assuring work centers/machines in assigned areas have needed parts, tools and fixtures, etc.
5. May be required, when necessary, to pull and return tooling required for machining operations as identified by section supervisors and employees from various areas throughout the facility. Sign out tooling to the kit for the particular job.
6. Split requests to production control.
7. Inventory areas as assigned (cycle count whip).
8. Communication with other expeditors.
9. Wash and oil parts in between operations if instructed to.

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## TECHNICAL POSITION DESCRIPTIONS

### QUALITY ENGINEER – JOB REQUIREMENTS

Bachelor's degree in mechanical engineering or equivalent.

Should have 5 plus years of experience in manufacturing engineering/precision machine shop environment in a quality engineer capacity; demonstrated thorough knowledge of Quality principles, materials & processes, including assembly and test experience. Strong preference for CQE (ASQ) and CQA (ASQ).

QA field as applicable to methods & procedures related to military & commercial standards; must possess proven capability & initiative to function in a high-technology environment with the ability to interface with administration, management and customers. Oversee quality department activities in regards to corrective actions, customer communications, and audit responses and instruct quality staff as required under direction of Quality System Manager.

#### **Normal Duties:**

Implement and assure conformance to Manufacturing and Quality Control plans and related specification requirements.

Review audit results and findings as needed and determine best course of action for corrective countermeasures and future risk mitigation.

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Using Risk Management techniques such as PFMEA, Control Plans and SPC to ensure the continuous adequacy of the Manufacturing Plan and its application to producing acceptable product quality while meeting product cost goals.

Interface with supporting departments and Customers to maximize product producibility and minimize Customer concerns in a timely manner; addressing Customer returns, parts investigation and customer corrective action.

Monitor customer metrics and quality ratings and provide appropriate actions to improve metric performance criterion.

Facilitate effective and timely root cause and corrective action to maintain product losses within budgetary requirements, and correct the cause of related Customer complaints and dissatisfaction, meet costs, manufacturing losses, and non-conformance reduction goals. Oversee all over corrective action activity and provide direction to meet goals.

Provide effective corrective action to control losses using SPC analysis and other problem-solving techniques.

Provide input to optimizing inspection methods and costs; be sensitive to Quality Assurance cost goals and measurements; provide cost reduction methods with values engineering initiatives

Co-ordinate with Engineering, Quality Control, Maintenance, and Shop Supervision in resolving technical problems.

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Control of processes related to tool design, N/C programming and implementation of new equipment, both manufacturing and inspection/testing, as well as providing cross-functional involvement and Quality Engineering support to production.

Establish Quality policies and goals to create a level of excellence that must be attained by Management and Production Shop to continually meet the customer requirements for product integrity at optimal Quality cost. Monitor Quality cost of non-conformance trend charts.

Prepare monthly Quality metrics to support CAPA Board, Management Review, and Quality Reviews.

Assist in identification and disposition of NCM's, and prepare collective analysis of new and recent NCM's with primary focus on those requiring customer MRB review. Oversee all RRT activity and direct corrective action solutions based on investigation results.

Works with minimum supervision. Oversee other employees within the department and provide mentorship and direction.

## **INSPECTION PLANNER – JOB REQUIREMENTS**

Graduation from an Institute of Technology or equivalent with courses in subjects related to manufacturing, metrology and quality techniques applicable to Aerospace and/or precision machining industry. Must have 3-4 years experience in the Quality Assurance field as applicable to machine shop inspection and inspection



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for planning, as well as a working knowledge of modern computerized co-ordinate measuring machines.

Must be able to analyze drawings, specifications and manufacturing plannings in order to understand and assess inspection requirements for all phases of manufacturing.

Works with minimum supervision.

**– Normal Duties:**

1. Evaluation of all drawings and specifications, including changes to same, to ensure inspectability and to identify special inspection requirements.
2. Evaluation and assessment of current manufacturing methods to determine inspection levels required.
3. Prepare inspection planning sheets defining inspection requirements.
4. Approval of inspection operations in production planning and recommend to Planners, changes required.
5. Identify requirements for special inspection equipment, facilities and/or inspection tooling. Prepare schematic designs for inspection tooling. Research and review new technologies available for improved inspection techniques.
6. Control revision status of inspection plannings and adjust according to drawing requirement changes.

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7. Co-ordinates the identification of inspection requirements for specialized areas of testing (including NDT) in collaboration with appropriate specialists and prepare formal procedures.
  8. May assign, co-ordinate and check work of others.
  9. The Inspection Planner will be responsible to program, setup and analyze and verify results on the Jenna and the Coordinate Measuring Machine (CMM).

### **BUYER – SENIOR – JOB REQUIREMENTS**

Graduation from an Institute of Technology or equivalent in a course relating to Procurement and/or Business/ Materials Management. Must have extensive experience in procurement related to manufactured parts and assemblies as used in electro-mechanical products.

Requires a thorough knowledge of purchasing procedures and practices and must be familiar with manufacturing and engineering office procedures.

Works with minimum supervision.

#### **– Normal Duties:**

1. Establish and maintain proper relations with vendors. Assist in selection of new source of supply. May visit vendor's premises to ascertain and/or report to seniors as to vendors personnel, equipment, experience and capacity to efficiently perform the requirements of the Company's orders or contract. Maintain current information as to prices available,

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sources of supply, price trends of materials, equipment and services usually sought by his section of the Procurement Department. Interpret assigned Bills of Materials, Engineering Orders, requisitions etc., from the standpoint of direct or subcontract purchase requirements. Place orders for assigned items at the most economical prices consistent with quantity, delivery, special services, specifications and government regulations. May be required to instruct and direct other employees within the Procurement Department in their work.

## **MANUFACTURING PROGRAMMER**

### **– JOB REQUIREMENTS**

Must have knowledge of computer programming language and techniques required in the preparation of N.C. and CNC Machine tapes through a terminal. Also, knowledge of programming numerical control machine tools manually. Related factory and production office experience. Must be a sight-reader of drawings and capable of making sketches.

Works with minimum supervision.

### **– Normal Duties:**

1. Analyze engineering drawings to determine the feasibility of manufacturing a part on numerically controlled machine tools.
2. Preparing a mathematical definition of the part, as necessary, for surfaces that require machining.

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3. Plans and develops the sequence of operations necessary to machine the part and determines the cutting tools required to perform each operation with related feeds and speeds. Prepares layouts and drawings, showing cutter paths needed to compute the co-ordinates for cutter direction and prepares method sheets.
  4. Prepares program data such as machine co-ordinates, machine feed, speeds, cutter diameters for preparation of control tapes.
  5. Prepares sketches and operator instructions showing machine and tool holder set-up.
  6. Makes subsequent revisions in the parts program, as necessary.
  7. May assign, co-ordinate and check work of others; own work subject to check.

### **QUALITY ASSURANCE ANALYST – JOB REQUIREMENTS**

Graduation from an Institute of Technology or equivalent with course in subjects related to manufacturing and quality techniques, applicable to Aerospace and/or manufacturing industry.

Should have three to four years experience in the Quality Assurance field as applicable to methods and procedures related to Government Agencies.

Works with minimum supervision.

#### **– Normal Duties:**

1. Compiles Audit Checklists; performs initial in-house audits. Analyzes Quality Audits and initiates corrective action.

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2. Surveys, evaluates and prepares report on Sub-contractor quality and inspection provisions. Analyzes existing quality techniques, develops and prepares procedures and/or revises quality procedures, directives, inspection and process instructions. Performs Quality Assurance duties and product verification at source.
  3. Recognizes the need for and initiates corrective action on discrepancies in quality of products manufactured by and/or on behalf of the Company. Prepares reports on these activities. Reviews product specifications and shop work orders for correct inspection and quality sequences and provisions, in compliance with special processing requirements and other engineering instructions. Prepare concession applications.
  4. Examines new products, systems, components, assemblies and related Engineering drawings and specifications, and from these prepares the necessary plans, and instructions required to inspect and verify compliance to applicable specification. Co-ordinates and witnesses initial Acceptance Tests (ATP) and may be assigned to co-ordinate and witness Qualification Tests and subsequent Acceptance Tests.
  5. Review Sales Orders, Production Process Standards, Test Procedures, Proposals, Purchase Order(s) and related documents for correct inclusion of Quality Assurance and inspection requirements, and ensures inter-department co-

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ordination to ensure quality provisions are included and achieved as required.

May act as an authorized Quality Assurance Representative on the Material Review Board, may assign and check work of juniors. Prepares Quality Assurance Program and Inspection Test Plans as required to contractual specifications. Prepares statistical charts or other means of presenting quality performance. Prepares examination papers, conducts examinations and evaluates results. Issues Certificates of Proficiency.

## **PRODUCT PLANNER**

### **JOB REQUIREMENTS**

Requires an Institute of Technology diploma in subjects related to Tool Design and Process Engineering or equivalent. Must have extensive shop experience related to gear manufacturing, assembly and quality control. Works with minimum supervision.

#### **– Normal Duties:**

1. Analyze new designs of major assemblies, installations, sub-assemblies, detail parts, major modifications — determine, plan and write-up gear manufacturing operations required and estimate operation times.
2. Responsible for the planning of gear manufacturing processes and the development of manufacturing data for gears and related components.

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3. Determines processes, operation sequence, dimensions and tolerances and subsequently prepares route sheets, operation sheets and picture sheets.
  4. Determine and recommend the type, quantity and condition of material, machine tools, fixtures, jigs, gauges and tools required to produce the parts and assemblies planned. Supply estimated times for tool manufacture. Prepare sketches to clarify suggestions and to show, where necessary, the progressive configuration of parts and/or assemblies. Prepare related paperwork such as operation sheets, tool orders, graphs, charts, salvage planning, route cards, progress reports, daily reports. Follow through planning assignments, supplying technical direction to manufacturing departments and as instructed, to subcontracts. Recommend product design changes to facilitate production, contacting design department as necessary.
  5. May assign, co-ordinate and check the work of others. Own work subject to spot check.
  6. May check and approve for production, casting and/or forging drawings from outside supplies.
  7. Work in close contact with Tool Design.
  8. Analyzes and solves problems related to gear manufacturing.
  9. Recommend special spline and gear processing tooling and prepares data essential to the procurement of same.
  10. Assists in the inspection, planning and quality control of gear making.
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11. Supplies technical advice and assists production and inspection supervision, as necessary, in developing proper procedures, methods and acceptance standards.
  12. Assists in determining gear processing and tool requirements for cost estimating.
  13. Advises and assists customers in the design and development of gearing and gear data.
  14. Establishes the specialized tooling requirement and design for the gear manufacturing process.

## **PRODUCTION CONTROL CO-ORDINATOR**

### **– JOB REQUIREMENTS**

Graduation from an Institute of Technology or equivalent in a course relating to Production Control. A thorough knowledge of all phases of Production Control including systems and procedures. An extensive knowledge of manufacturing facilities, processes and scheduling methods. Must have a working knowledge of electronic data processing systems. Capable of generating and implementing Production Control systems projects requirements. Must be capable of planning, effecting, and monitoring projects through to completion. Capable of making effective verbal and written reports.

Works with minimum supervision.

### **– Normal Duties:**



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1. Analyze and plan pre-production and manufacturing requirements using production, network, line of balance, machine loading and other scheduling charts and methods. Effect, co-ordinate, monitor and report progress against the plan to completion. Analyze, report and recommend corrective action against schedule delinquencies. Analyze electronic data processing reports and data prepared by other classifications. Direct, train and monitor the work of lower classifications.

## **METALLURGICAL LABORATORY TECHNICIAN**

### **– JOB REQUIREMENTS**

Requires an Ontario Institute of Technology Diploma or an Ordinary National Certificate or equivalent in metallurgy plus a minimum of at least two years' relevant experience in an industrial laboratory or an Ontario Advanced Evening Class Certificate in Metallurgy and at least three years' relevant laboratory experience.

Works with minimum supervision.

### **– Normal Duties:**

1. A good knowledge of materials and their compositions.
2. Ability to work with minimum supervision.
3. Assist in Heat Treat. (Carburizing, shim analysis and case depth).
4. Required to assist the Chief Metallurgist in his/her function to prepare carburizing recipes in order to analyze customer specifications for Heat Treatment and Processing requirements.

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5. Monitor and audit the Heat Treatment processes.
  6. Required to schedule, assign, expedient and check Metallurgical and Chemical Laboratory work associated with the Heat Treat, Plating and other departments involved with special processes.
  7. Prepare samples, specimens for Metallographic examination or chemical test.
  8. Prepare and assist in the preparation of Chemical Process Cards, Operation Method Sheets, Process Solutions and Material Requirements.
  9. Perform routine laboratory tests, including metallography, hardness, micro-hardness, tensile, etc. Prepare various solutions required for laboratory work.
  10. Analyze test results and prepare concise technical routine and non-routine reports.
  11. Conduct investigation on production problems and suggest solutions based on results of findings. Initiate with Supervision and Management actions required to prevent re-occurrence.
  12. Analyze and interpret microstructure of Steels, Aluminum, Magnesium, Titanium and other alloys.
  13. Make accept/reject decisions based on test results and customer requirements.
  14. Provide technical support to any department on issues concerning materials and processes.

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## **Schedule "G"**

### **ALTERNATE WORK SCHEDULE:**

The Company Acknowledges the right of the Union to elect or appoint a Steward for the alternate shift. The parties agree, the Steward shall be retained on this alternate shift regardless of seniority, as long as there is regularly scheduled work available on that shift that is work belonging to the classification of the Steward.

Management will provide one month notice to the union prior to initiating or cancelling the following hours of work/schedule. This notice period can be shortened if mutually agreed. The notice may be for all areas of the plant or specific classifications within the plant. The parties agree to the following regarding the hours of work as defined in Schedule B, Item 1 of the collective agreement:

At least one months notice, 30 calendar days, will be given to the employee by the company of any shift change regarding joining or leaving the alternate work schedule.

#### **1. Hours of Work:**

Monday through Thursday – two – 4x10 hour shifts (40 hours per week)

- 6:00am to 4:00pm (Day Shift)
- 4:00pm to 2:00am (Afternoon Shift)

Note: Employees working the 4 x 10 hr./40 hrs. will be paid Overtime at 1.5x for all hours worked in excess of 40 hours per week, however, employees will be paid Overtime at 1.5x for all hours in excess of 10 in a day. Paid holidays falling on an employees' regular scheduled

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shift, vacations, WSIB and Weekly Indemnity shall be treated as hours worked for the purpose of calculating overtime premium. Employees on the alternate shift schedule will be paid double time for all hours worked in excess of forty-eight (48) hours in any one week. These employees will be paid double time for all hours worked on Sunday and Statutory Holidays. The afternoon shift premium of \$0.85 per hour will be paid to those who work on the afternoon shift.

Friday, Saturday and Sunday – two 3x12 hour shifts (36 hour work week)

- 6:00am to 6:00pm (Day Shift)
- 6:00pm to 6:00am (Night shift)

Note: Employees working the 3x 12hr./36 hr. work week, will be paid the equivalent of 40 hours worked. Overtime will be paid at 1.5x for all hours worked over 36 hours (40 compensated hours). Paid holidays falling on an employees' regular scheduled shift, vacations, WSIB and Weekly Indemnity shall be treated as hours worked for the purpose of calculating overtime premium. These employees will be paid double time for all hours worked on Statutory Holidays. The afternoon shift premium of \$0.85 per hour worked will be paid to those who work on the night shift.

## **2. Available Positions:**

The Company shall post for schedules for the number of positions needed by schedule. Volunteer employees from the respective classifications shall apply. The positions shall be filled by seniority to those qualified

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who have volunteered up to the staffing levels/classifications and/or skilled groups required by the Company in its' sole discretion. The parties recognize that cross training may be necessary. The Union will endeavour to provide its best efforts to assist the Company in finding and securing sufficient volunteers for this shift schedule. Should the Company be unable to fill the positions with qualified volunteers from within the respective classifications, then the opportunity shall be assigned to the least senior employee in the required classification and/or skill group.

Once an employee has volunteered on these schedules, they shall be considered to have committed to remain on the schedule for a minimum of three (3) months.

Newly hired employees in the same classification and/or skill group as those on the above schedule, may be assigned by the Company (once qualified) to positions on the above shift schedules, and shall not have the option of leaving the shift schedule without the approval of the Company.

**3. Eligibility:**

For eligibility purposes (ie. E.I, WSIB, Pension, Regular PEL, Aerospace PEL, SJF) for those employees who work on the 3 x 12 hr. work week, thirty six (36) hours shall be considered for (40) hours worked.

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#### **4. Break Period:**

- Monday through Thursday – 10 hour shifts:  
There shall be two (2) ten (10) minute breaks during each ten (10) hour shift and a twenty (20) minute paid lunch. The Company and Union shall agree to the periods to be designated.
- Friday, Saturday and Sunday – 3 x 12 hour shifts:  
There shall be three (3) paid fifteen (15) minute breaks, one taken at the end of every three (3) hours worked.

#### **5. Vacations:**

- Monday through Thursday – 10 hour shifts:  
40 hours shall be considered 1 week of vacation time off.

Vacation must be taken in increments of 10 hours or one (1) full shift, or 5 hours or  $\frac{1}{2}$  of a shift.

The vacation week would remain to be Monday through Sunday to allow an employee a full 7 calendar day period off.

- Friday, Saturday and Sunday – 12 hour shifts:  
36 hours shall be considered 1 week of vacation time off (40 Hrs. equivalent).

Vacation must be taken in increments of 12 hours or one (1) shift, or 6 hours or  $\frac{1}{2}$  of a shift.

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One shift of 12 hrs. equals 13.334 hrs pay ( $12 \times 1.112 = 13.334$  hrs.  $\times 3$  shifts = 40 hrs)

The vacation week would remain to be Monday through Sunday to allow an employee a full 7 calendar day period off.

**6. Bereavement:**

- Monday through Thursday – 10 hour shifts:  
**5 days eligibility** – 40 hrs. pay, 10 hr. day eligibility  
40 hrs. paid absence  
**3 days eligibility** – 30 hrs. pay, 3 days off, pay for 30 hrs. paid absence.  
**1 day eligibility** – 10 hrs. pay, 1 day off for 10 hrs. paid absence.
- Friday, Saturday and Sunday – 12 hour shifts:  
**5 day eligibility** – 40 hrs. pay, 3 – 12 hr. day absence, 40 hrs. paid absence (3-12 plus equity factor)  
**3 day eligibility** – 24 hrs. pay = 2 – 12 hr. shifts, However, if the timing of the service necessitates a third consecutive day off, the employee will be paid 40 hrs (3-12 hour shifts plus equity factor).  
**1 day eligibility** - 12 hrs. pay – 1 day off for 12 hrs. paid absence.

**7. Equity Factor:**

The equity factor for converting the 12 hr. shift/36 hr. week to 40 hrs:

An equity factor of 1.112 hrs.( $40 \text{ hrs.}/36 \text{ hrs.} = 1.112$ )

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shall be used for the 12 hour shift schedule given that their 36 hours will equal to and be compensated for the equivalent of 40 hours worked. This will be used for the purpose of calculating vacation pay, sick time, paid holidays worked or within schedule, pension and statutory benefits such as EI and WSIB and for purposes of any other provision where hours worked is used as a payment or calculation factor.

**8. Support Staff:**

Although the Company reserves the right to add the following classification to this alternate work schedule, currently those employees in the Technical classifications and Electrical/Electronic Maintenance and Machine Repair will have the following hours of work:

- Day Shift – Monday through Friday remains 7:00am to 3:00pm
- Afternoon Shift – remains Monday through Friday, 3:00pm – 11:00pm

When support staff is needed on the alternate schedules, the same process as outlined in 2. above, will be utilized.

**9. Sickness and Accidents:**

If an employee becomes otherwise eligible for Sickness and Accident benefits, while on one of the schedules covered by this MOA, there will be a waiting period of (4) calendar days for sickness. It is understood that an employee would lose no more than 32 hours or 16 hours subject to the same eligibility situation as is with 5 by 8 employees.



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**10. Shift Rotation:**

The current practice of shift rotations will remain. For clarity, those on 10 hours and on day shift will rotate to afternoons. Those on afternoons will rotate to days. Those on 12 hour days will rotate to 12 hour afternoons and those on 12 hour afternoons will rotate to 12 hour days

**11. Overtime Selection:**

Overtime will be assigned and or charged as is laid out in Section 2.02 of the Collective Agreement, with the following adjustments:

- Weekend OT will be first offered to weekday qualified low hour employee as per the collective agreement.
- Weekday OT is first offered to the qualified weekday employees and then to qualified low hours weekend employees.

**12. Holidays:**

Paid holidays shall fall on the days as provided in Schedule “C” of the collective agreement. Notwithstanding the foregoing, for employees on the twelve (12) hour shift only, the Company and the Union specifically agree that during the Christmas/New Year shutdown, there shall be two weeks (ie. Two periods of Friday, Saturday and Sunday) that will be designated as Paid Holidays. Subject to the eligibility provisions in Article 2.02 and 2.04, of the Collective Agreement, holiday pay shall be calculated as follows:

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- (a) If a Paid Holiday falls on a day that is not a scheduled work day for the employee, the employee will be paid at the rate of 8 hours pay at the employee's straight time rate. Such hours will not be used in calculation towards weekly overtime. Equity factor does not apply.
- (b) If a Paid Holiday falls on a day that is a scheduled work day for the employee, the employee will be paid either 10 or 12 hours, dictated by the schedule the employee is on the week the holiday falls. Equity factor will apply.

The parties agree that Article 2.02(c) (iii) of Schedule C to the Collective Agreement applies to employees on these shift schedules with necessary modification to ensure that top up, as provided therein, is paid to the appropriate hours as provided in paragraphs (a) and (b) above.