

# AGREEMENT

between

BRISTOL AEROSPACE LIMITED  
St. James Plant

and

CANADIAN AEROSPACE WORKERS  
local No. 5  
CANADIAN ASSOCIATION OF INDUSTRIAL  
MECHANICAL, AND ALLIED WORKERS

APRIL 1, 1991 to MARCH 31, 1993



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AGREEMENT made this fifth day of September, 1991

between

BRISTOL AEROSPACE LIMITED

in respect of its plant at  
660 Berry Street, Winnipeg

hereinafter referred to as "The Company"

— and —

CANADIAN AEROSPACE WORKERS

Local No. 5,  
Canadian Association of Industrial, Mechanical  
& Allied Workers  
being representatives of the employees  
at the above plant,

hereinafter referred to as "The Union"

Article 1

RECOGNITION

**1.01** The Company recognizes the Union to be the Sole Bargaining Agent for all employees of the Company, as set forth in Certificates No. MLB 2373 and MLB 2983 issued by the Manitoba Labour Board.

**1.02** The Union recognizes the right and responsibility of the Company to operate and manage its business in all respects. It is agreed that the Company retains all rights and privileges not specifically limited by this Agreement. The Company agrees that any exercise of powers or rights under this article shall in no case conflict with the provisions of any section, article, or part of this Agreement.

**1.03** The Company and the Union agree that they shall meet to negotiate the rates of pay and description for any new job classification created by the Company during the life of this Agreement and which come within the scope of the bargaining unit in 1.01 above. Meetings shall commence as early as is practicable, not later than the start of regular work in the new classification. 16/2

**1.04** The Company agrees that accredited representatives of the Union shall be allowed access to the premises of the Company, to discuss and attempt to remedy any problems that may from time to time arise. Such access shall require the prior approval of the Company, and will be subject to such conditions as it may apply.

**1.05** The Company agrees that it will continue to follow the principle that work normally performed by employees within the bargaining unit shall continue to be so performed. However, the Union recognizes that the flexibility necessary to the Company's operations requires that such work be carried out from time to time, for varying periods of time, by employees not within the bargaining unit. This will not be exercised in such a way as to cause the layoff or permanent replacement or reduction in the regular earnings of any bargaining unit member directly affected. 3/1

**1.06** The use by the Company of temporary workers supplied by any agency engaged in the business of supplying temporary help, shall be limited to requirements created by temporary overload situations, or other requirements of a short-term nature. The Chairman of the Shop Committee shall be notified in writing of the use of such workers and the reasons therefore, if possible, prior to the

date employed. Except by mutual agreement between the Company and the Union the period of employment of any such workers shall be limited to thirty (30) days. This will not be exercised in such a way as to cause the lay-off or loss of regular earnings of those directly affected in the bargaining unit.

Where there exists employees on lay-off, those laid off employees shall first be offered the opportunity of performing such work, provided they have the ability required, are available when needed and are prepared to accept the rate of pay for the job.

Employees on lay-off interested in such work opportunities shall leave their names with the Human Resources Department.

**1.07** Except where specifically stated to the contrary, or where the sense requires the contrary, the use of the words "he", "him" or "his" in this Agreement shall be considered to include the feminine gender.

## Article 2

### REPRESENTATION

**2.01** The Union may select, and the Company shall recognize, a Shop Committee not to exceed seven (7) members and a Negotiating Committee not to exceed seven (7) members, to administer the affairs of the Union as they relate to Plant Operation. Members of these Committees shall be employees of the Company.

#### **2.02**

- (a) The Union agrees to furnish the Company with the names of the members of the above Committees, and of its duly elected officers and representatives appointed to perform any act in connection with the carrying out of this Agreement, and undertakes to notify promptly the Company of any change in the membership of the committees or of its officers or appointed representatives.
- (b) The Company agrees to furnish the Union with the names of those of its Supervisory and Managerial Personnel with whom the Union may have dealings in connection with the administration of this agreement, and will notify the Union promptly of any changes thereto.

**2.03** The Shop Steward of the department concerned and/or a member of the Shop Committee, and/or Chief Steward, whichever

is actively involved at the appropriate step of the grievance procedure shall be permitted to leave their regular duties for a period of not more than thirty (30) minutes to investigate a grievance or talk to an employee who considers he has grounds for a grievance. On occasion, when a grievance requires more time for investigation, the time limit stipulated above may be extended by the Director, Human Resources or his delegate, who may also permit the involvement of Union officials other than those listed, or the investigation of any grievance by more than two (2) union officials at a time. In all cases, any union official concerned shall advise the Foreman of the department where he is employed, prior to leaving his duties for the purpose of investigating a grievance, and on returning to his duties, and shall notify the Foreman of any department he may visit.

**2.04** An accredited representative of the Canadian Association of Industrial, Mechanical, and Allied Workers can be present at any meeting between the Shop Committee and the Management of the Company, at Step 3 of the Grievance Procedure. Not more than two (2) accredited representatives of the Canadian Association of Industrial, Mechanical, and Allied Workers and not more than two (2) external advisors of the Company can be present at meetings between the Negotiating Committee and the Management of the Company held for the purpose of negotiating changes to the Agreement. Other external advisors to either the Company or the Union may be present at the aforementioned meetings by mutual agreement.

**2.05** All meetings between the Union Committees and the Management of the Company shall be held during regular working hours, except by mutual agreement. In scheduling such meetings, a reasonable increment of time shall be allotted to discuss the business on hand/No employee serving on one of the above Committees shall lose regular time for attendance at meetings with Management and such time shall be considered as part of his regular shift.

**2.06** Each party shall notify the other of the officers at the respective levels to whom correspondence and contacts should be directed.

**2.07** On the assignment of a newly hired employee to a department, the Shop Steward may introduce himself to the employee. Provided this introduction is not lengthy, this shall not be construed as conducting Union business on Company time. The Union will provide the Company with an up-to-date list of Shop Stewards, and shall keep the Company informed promptly of any changes thereto.

6/4

**2.08** The Company and the Union agree to maintain the established Workplace Safety and Health Committee in accordance with the Workplace Safety and Health Act, the code of Practice for the Workplace Safety and Health Committee, and the Provisions of the Manitoba Regulation 106/88R. The Union representation of this Committee shall be six (6) members.

**2.09** The Company agrees to allow members of the Joint Workplace Safety and Health Committee educational leave for a period of two (2) normal working days to a maximum of sixteen (16) hours per calendar year without loss of pay for the purposes of attending Workplace Safety and Health training seminars, programs or courses of instruction offered by the Workplace Safety and Health division, the Union, or approved by the Joint Workplace Safety and Health Committee.

**2.10** The Joint Workplace Health & Safety Committee shall meet once a month, or more frequently if mutually agreed upon by both Company and Union Co-Chairpersons.

Article 3

CO-OPERATION

**3.01** All parties to this Agreement hereby commit themselves to the fullest co-operation with the object of maintaining safe and efficient and uninterrupted production in the Company's plant.

Article 4

STRIKES AND LOCKOUTS

**4.01** The Union and the Company agree that restrictions regarding strikes and lockouts shall be in accordance with the terms of Section 88 and the appropriate definitions of the Labour Relations Act in effect at the date of signing of this Agreement.

**4.02** It is agreed between the parties that, in the event of a work stoppage, it is to the mutual interest of the parties that the facilities of the Company shall be properly maintained, so that no damage occurs that would impede the resumption of work. Therefore, prior to any work stoppage the Union agrees to meet with the Company to establish the identity of those employees in the bargaining unit required for maintenance services during the period of such stoppage. Upon agreement being reached regarding the identity of such employees, they shall be allowed to enter freely to perform such work as is necessary to prevent damage and maintain equipment and plant facilities in a state of readiness for resumption of operations following the work stoppage.



Article 5

GRIEVANCE PROCEDURE

**5.01** Any employee covered by this Agreement who considers he has been improperly dealt with or that the Agreement has been violated as it affects him shall have the right to use the following grievance procedure:

An employee who considers he has grounds for a grievance is required, if practicable, to discuss the matter with his immediate Supervisor, alone or accompanied by his Shop Steward before presenting a written grievance.

If these discussions do not resolve the matter at issue, a written grievance may be presented at Step 1. Once a grievance has been presented in writing at Step 1, any further communication by the Company to the grievor on matters pertaining to the grievance shall be presented through the Shop Steward involved or the Chief Steward:

**Step 1:**

If the oral decision of the First Level Supervisor is unsatisfactory to the employee, the grievance shall be presented in writing by the Shop Steward, with the employee, to the employee's First Level Supervisor on a form furnished by the Union. The grievance as written will be specific as to the nature of the alleged injustice or violation. The First Level Supervisor shall give his answer in writing to the Shop Steward involved or the Chief Steward within two (2) working days following receipt of the grievance.

**Step 2:**

If the written decision of the First Level Supervisor is unsatisfactory to the employee, the grievance shall be referred to the Second Level Supervisor, who shall give his answer in writing to the Shop Steward involved or the Chief Steward within three (3) working days after receipt of a grievance.

**Step 3:**

If the decision of the Second Level Supervisor is unsatisfactory to the employee, the grievance shall be referred to the Director, Human Resources, or his delegate, who shall meet with the Shop Committee within four (4) working days and render a decision in writing within four (4) working days of the meeting. Should the time limits be too short to enable the

Director, Human Resources to deal effectively with a grievance, the time limits may be extended by mutual agreement between the Chairman, Shop Committee and the Director, Human Resources. All settlements of grievances arrived at by agreement between the Director, Human Resources, and the Shop Committee shall be final and binding upon the Company, its employees and the Union. If the Director, Human Resources, and the Shop Committee cannot agree upon the settlement of an arbitrable grievance, the matter may be referred to Arbitration in accordance with Article 6 of this Agreement.

**5.02** Following receipt of a decision at any step, the Shop Steward, Chief Steward or the Chairman of the Shop Committee, whoever is actively involved at the appropriate step, within four (4) working days, shall indicate in writing on the grievance form, their acceptance or rejection of the decision and the reason therefore, and shall so inform the Company. Should the time limits be too short to deal effectively with a grievance, the time limits may be extended by mutual agreement.

**5.03** The Company will be under no obligation to consider or process any grievance which has not been presented within fifteen (15) working days after the cause of the grievance became known to the employee. This time limit may be extended by mutual agreement in writing.

**5.04** Where the Company violates an article or articles of this Agreement, or where a group of employees have a common grievance, a written grievance may be filed by the Union. Such a grievance shall be initiated by the Chairman or Vice-Chairman of the Shop Committee, and shall be submitted at Step 3 of the grievance procedure. It shall specify, where possible, the article or articles of the Agreement violated, and shall identify any employees affected.

**5.05** Written warning notices given to employees must bear the signature of his immediate Supervisor. The Director, Human Resources or his delegate will discuss such warning notices with the Chairman of the Shop Committee or his delegate, accompanied by one other member of the Shop Committee prior to issue; a copy of any such notice will be given to the Chairman of the Shop Committee, after it has been issued. Written suspension or discharge notices given to employees must bear the signature of his immediate Supervisor and a copy of any such notice will be given to the Chairman of the Shop Committee. The Director, Human Resources or

his delegate will discuss such suspension or discharge notices with the Chairman of the Shop Committee or his delegate prior to issue or as soon as practical in extenuating circumstances. In the above cases the Company will provide a copy to the Shop Committee within five (5) working days of its receipt by the employee.

**5.06** Disciplinary notices and written references to such will not be considered or used against an employee in further disciplinary matters after twelve (12) months provided that the employee has not had any written warnings during that twelve (12) month period. <sup>9/1</sup>

**5.07** A copy of a grievance will be submitted to the Director, Human Resources, or his ~~delatate~~ at the time it is first prepared.

## Article 6

### ARBITRATION

**6.01** Should the Company and the Shop Committee fail to reach agreement on any grievance concerning an alleged violation of the Agreement, or concerning a difference between the parties concerning the meaning or application of the Agreement, or concerning disciplinary action taken against an employee, the matter shall forthwith be referred to a Board of Arbitration for final settlement. Such Board of Arbitration shall consist of one nominee selected by the Company, and one nominee selected by the Union. No member of this Board shall be employees of the Company or the Union, nor shall they be persons who would be disqualified under Section 116 of the Labour Relations Act of the Province of Manitoba.

**6.02** The two (2) Nominees shall meet forthwith, upon the acceptance of their appointment, and endeavour to select a person who shall act as the Chairman of such Arbitration Board. If they cannot agree upon the appointment or selection of a Chairman, they shall request the Minister of Labour of the Province of Manitoba to make such an appointment.

**6.03** Should their appointments be contested under Clause 6.01 above, or should either of the parties hereto fail within a period of ten (10) days, to make the necessary appointments to the Board of Arbitration, the other party may apply to the Minister of Labour of Manitoba to make such appointment, within the scope of the Labour Relations Act.

**6.04** Each of the parties hereto, shall pay the costs and expenses of their nominee to the Board of Arbitration, and the parties shall share equally the costs and expenses of the Chairman of the Board.

**6.05** The decision of the Board of Arbitration shall be final and binding upon the parties to the Agreement. The Board of Arbitration shall not, however, have the right to alter or amend any provision of this Agreement, or to set provisions of a new Agreement.

**6.06** If the Arbitration Board finds that the grievor was improperly dismissed, suspended, or laid off, he shall, if they so rule, be reinstated. Reimbursement of lost earnings will be specified by the Arbitration Board, but shall in no case be greater than his regular earnings had he remained employed by the Company.

**6.07** By mutual agreement of the Company and the Union, a single Arbitrator may be used in place of the Arbitration Board referred to in the preceding clauses. In this event all terms and conditions set down hereinbefore shall apply to the single Arbitrator.

## Article 7

### TERMINATION OF EMPLOYMENT

**7.01** The Company may discharge any employee when there exists proper and sufficient cause. Discharge may be without notice when an employee's **offense** is of such a nature as to render it undesirable for him to remain on Company premises. Any employee so dismissed shall be allowed to confer with a Shop Steward before leaving the premises of the Company. In other cases, the employee shall be given at least one (1) working day notice of his discharge and the reasons for discharge of any employee shall be given to the Shop Committee by the Company, before the termination of the employee's period of notice. Any employee who feels he has been unjustly discharged and decides to grieve such action, shall do so under Article 5.01.

**7.02** In the event of a lay off, the Shop Committee shall be given ~~fifteen (15)~~ <sup>28</sup> working days written notice and the employees to be laid off shall be given a minimum of ~~ten (10)~~ <sup>15</sup> working days advance notice in writing, except on occasions when the layoff is due to circumstances beyond the control of the Company, in which event the employees and the Shop Committee shall be given a minimum of one (1) working day written notice. Employees whose lay off is due to their having been bumped by other employees who have been

given ten (10) working days written notice of the layoff, shall be given in writing the balance of the ten (10) day period as notice. It is expected that the employees who wish to bump another employee will make their claims known in time for the Company to give the bumped employee at least two (2) working days written notice and the Company will in any event, give a bumped employee one (1) day written notice.

**7.03** The Company may give any employee whose employment is to be terminated pay in lieu of notice. This pay shall be equivalent to that which the employee would otherwise have earned for regular hours worked during the applicable period of notice.

**7.04** Any employee who has completed his probationary period and who intends to terminate his employment, shall give the Company five (5) working days advance notice except in circumstances beyond his control, in which case he shall give the Company twenty-four (24) hours notice in writing. Any employee who has given notice to the Company of his intention to terminate his employment, is required to maintain his previous level of effort during this period of notice.

**7.05** The Union recognizes that the Company may have to undertake certain obligations pertaining to customer security requirements, and agrees that nothing contained in this Agreement is intended to cause the Company to fail to meet such obligations and will not contest such action as the Company may be required to take in complying with those requirements. The Company will discuss any such action with the Chairman of the Shop Committee and the President of the Union on a confidential basis. In such cases, written advice will be given to the Chairman of the Shop Committee, if requested in writing. This request shall provide an undertaking of confidentiality.

**7.06** No verbal statements concerning termination of employment by either party shall be accepted until after the expiry of one (1) working day after such notice is given.

Article 8  
SENIORITY

8/2010

**8.01** New employees shall be considered probationary during their first four hundred (400) hours worked with the Company. During this period the employee shall have no seniority privileges.

Notwithstanding anything contained elsewhere in this Agreement, no grievance shall be presented against the discharge or layoff of a probationary employee and the Company shall have no responsibility for re-employment of any employee discharged or laid off during this probation period.

**8.02** At the completion of the probationary period each employee shall have his name added to the Seniority List of the Company. Such employee shall receive credit to the first day of current employment.

**8.03** The Company agrees that employment security and promotional opportunity shall increase with continuous service provided the employee has demonstrated the capabilities required for doing the work available.

**8.04**

27/2  
(a) When a layoff is necessary due to lack of work, employees shall be laid off from the classification affected, in accordance with their company-wide seniority.

27/2  
(b) An employee to be laid off may exercise his company wide seniority to displace an employee with less seniority in any classification, provided he has performed the same or related work in the classification of the displaced employee, or, provided he has the necessary skills and ability to perform the work of the displaced employee.

(c) Where an employee has displaced another employee, and where his continued ability to perform the work of the classification of the displaced employee is in dispute, the employee must demonstrate within a five (5) working day trial period his ability to perform the work required of him.

**8.05** Seniority with the Company shall continue to accrue during an employee's period of layoff, as long as he remains eligible for recall. An employee on layoff shall not be entitled to any benefit conferred by this Agreement on regular employees, except as specifically provided for in this Agreement.

**8.06**

27/0  
(a) When work again becomes available, the laid off employees shall be recalled in inverse order of their layoff, providing that the employee to be recalled is able to do the work available and has not lost his seniority in accordance with Article 8.09 below. An employee who has accepted a recall notice at a different classification, shall be returned to his previous classification,

at his previous wage level, if he so desires when work again becomes available in his former classification.

- (b) An employee who exercised bumping rights, instead of taking a layoff, shall be returned to his job classification at his previous wage level if he so desires when work again becomes available in his former classification.

**8.07** Employees to be recalled shall be sent a notice of such recall by registered mail at their last known address on the Company files. A copy of such recall notice shall be given to the Chairman of the Shop Committee forthwith.

**8.08** An employee who by virtue of a medical disability is prevented from performing work in his normal occupation may be assigned work he can satisfactorily perform. Such assignment will be subject to the attending physician's approval.

The Company will advise the Chairman of the Shop Committee in writing the names of the affected employees if such assignment extends beyond thirty (30) working days. This will not be construed as filling a vacancy.

**8.09** An employee shall lose seniority for any of the following reasons:

- (a) Voluntary quitting of employment with the Company.
- (b) Discharge, unless reinstated through the grievance procedure.
- (c) Desertion of Service (absence for five (5) consecutive working days without notification and/or a reasonable explanation to the Company shall be considered desertion of service).
- (d) Retirement from the Company's service.
- (e) Failure of an employee on lay off to return to work, or to notify the Company within twenty-one (21) calendar days from the date of mailing of the notice of recall, of his intention to return to work, at a mutually agreeable date.
- (f) Failure of an employee on lay off to notify the Company within twenty-one (21) calendar days from the date of mailing of notice of recall, whether he will accept a job in another classification at a wage level lower than that held prior to lay off. Where he does not accept, but does notify the Company, his recall rights will not be affected. If he accepts, he will return to work at a mutually agreeable date.
- (g) Layoff of an employee for a period exceeding his accrued seniority at the time of layoff, to a maximum of two (2) years.

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The period specified in (e) and (f) above may be extended by the Company if the employee gives a reason satisfactory to the Company for his failure to report.

**8.10** When a layoff is necessary due to lack of work, the Chairman of the Shop Committee will be informed and provided with a list of employees to be laid off, prior to the issue of notice to those employees. Meetings between the Company and the Shop Committee to discuss the layoff list will be arranged at a mutually agreeable time. Upon completion of all lay-offs and displacements, the Company will provide the Chairman of the Shop Committee with an employee layoff/displacement list.

**8.11** The Company agrees to provide the Chairman of the Shop Committee with a copy of the Seniority List pertaining to all employees within the bargaining unit every six (6) months. The information on the Seniority List shall include employee's name, clock number, classification status, department and date of hire. Should any names on the Seniority List be in dispute the Company and the Union shall meet promptly to settle the matter at issue.

**8.12** Employees shall not lose seniority rights during absence due to sickness or injury and shall continue to accumulate seniority during such period.

**8.13** Probationary Periods — Trainees

*251A*  
1  
(1) An individual who is engaged solely for the purpose of attending a course of training conducted in a training area distinct from the shops (i.e. a training workshop or classroom) shall commence the probationary period as outlined in Article 8.01 as an employee of the Company on the date he leaves the training area and enters the shops. On satisfactory completion of his probationary period his seniority will date from the date of entry into the course--

(2) A regular employee of the Company (i.e. one who has completed his probationary period at some date prior to the start of the training course), who is transferred to a training course shall maintain and accumulate seniority during the period of the course.

(3) An individual who is engaged for the purpose of attending a training course but who is placed temporarily in the shops pending the start of the course, for a period of less than the probation period as outlined in Article 8.01, shall be credited with the time spent in the shops as part of his probationary period, and shall complete the balance of his probationary period after completion of his training course.



- ✓
- (4) Any time which a trainee spends time on training or productive work in the shops shall be considered as time towards completion of his probationary period.
  - (5) The intent of this clause is to modify only the probationary period as above. All other terms and conditions of employment shall apply without change as of the date an employee enters the Company, either on a training course or in the shops.
  - (6) In the event of a dispute over the probationary period of a trainee, the Chairman of the Shop Committee will be provided on request with a record of the time spent in the shops by the trainee concerned.

**8.14** In the event of conditions occurring that are beyond the control of the Company, or in emergency situations, the Company may layoff the employees affected without regard to the notice and seniority requirements of Article 7.02 and 8.04 of this Agreement, for a period of not more than five (5) working days. Should a layoff of this nature occur outside the normal working hours, the Company will by way of radio broadcast through station CJOB AM attempt to notify employees. When the circumstances causing such a layoff are due to conditions other than weather, and affect only a portion of the plant, employees laid off without notice and out of seniority order will be paid for up to five (5) working days. The seniority of employees laid off in accordance with this clause shall accrue during such layoff. At the time such a layoff becomes necessary, the Company will meet with the Shop Committee, in advance of taking action if possible.

**8.15** An employee who has been transferred to a position outside the bargaining unit shall retain seniority for a period of eighteen (18) months from the time of his transfer out. He may transfer back to the bargaining unit during the eighteen (18) months and maintain said seniority.

#### Article 9

#### LEAVE OF ABSENCE

**9.01** Any employee selected or elected by the Union as a Delegate to a Convention or Conference of the Union, shall be granted a leave of absence for the length of time necessary to fulfill such obligation. No more than twelve (12) employees shall be granted such leave at any one time. Leave granted under this clause shall not exceed a total of eighteen (18) man/weeks in any calendar year. The Union will, in making the election or selection of the above employees, give recognition to the operating requirements of the Company.

*C3.1*  
*3*  
**9.02** One (1) employee selected or elected by the Union for the transaction of official Union business away from the Company's premises, shall be granted leave of absence without pay for not more than twenty-four (24) months, unless extended by agreement with the Company. Notwithstanding the provisions of Article 8.12 above, such an employee shall accumulate seniority for a maximum of twenty-four (24) consecutive months.

*C3.1*  
*3*  
**9.03** An employee may request leave of absence without pay for personal reasons. The Company will grant leave of absence if plant operational requirements permit and based on the circumstances of the request. The Shop Committee will be notified of leave of absence granted in excess of thirty (30) days.

**9.04** An employee who fails to return to work upon the expiration of any leave of absence may be considered to have terminated his service, unless the reasons given are satisfactory to the Company. The Shop Committee shall be notified of any proposed action.

**9.05** No employee shall accept other work with any other employer, except the Union, during the period of a leave of absence, except with the permission of the Company.

*C2.1*  
*3*  
**9.06** Upon the request of an employee, leave of absence without pay may be granted for educational purposes up to a maximum of three (3) years.

**9.07** No employee shall lose seniority rights during personal leave of absence not exceeding twelve (12) consecutive months, but shall continue to accumulate seniority during such periods. An employee on leave of absence for longer than twelve (12) months shall maintain the seniority held at the time the limit of accumulation is reached, but shall not continue to accumulate further seniority until he returns to work. The return to work of an employee after a personal leave of absence in excess of three (3) months shall be conditional upon the existence of a vacant position, in his classification or other work in which he is able to do, at the time of his return.

**9.08** The Company will give prompt attention to any formal request from an employee for leave of absence for personal reasons. Requests for personal leave of absence will be made in writing to an employee's immediate Supervisor who will answer such request within five (5) working days.

**9.09** Maternity Leave  
The Company will grant leave of absence to a pregnant employee, subject to the following conditions:

- (a) The employee may be required to furnish a medical certificate verifying pregnancy.

- (b) Subject to the provisions of subsection (c), the period of leave without pay shall be from two (2) months before the expected date of termination of pregnancy and ending not later than six (6) months after the date of termination of the pregnancy. 5-81A  
034
- (c) The Company may:
  - (1) Defer the commencement of maternity leave of any female employee for any period approved in writing by a qualified medical practitioner.
  - (2) Allow the leave to an employee, at the request of the employee, to commence earlier than two (2) months before the expected termination of her pregnancy. 58A  
999
- (d) Maternity leave shall not be terminated at any time prior to two (2) months after the date of termination of the pregnancy unless the employee submits a certificate from a qualified medical practitioner stating that the employee's health will not be impaired by returning to her normal work at an earlier date.
- (e) During the first two (2) weeks of maternity leave an employee shall receive a supplementary employee benefit (SUB) based on ninety-five (95) percent of the weekly wage rate up to the UIC maximum Subject to approval of the Unemployment Insurance Commission. 57/102095

**9.10** In the event that an employee is elected to Winnipeg City Council, a Resident Advisory Group or Rural Municipal Council, the Company will endeavour to grant his request for gate passes, provided that this does not conflict with operational requirements. 631  
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**Article 10**  
**ACCIDENTS**

- 10.01** An employee involved in an accident at work, or who becomes ill due to conditions at work, shall report the accident and/or conditions to his Immediate Supervisor.
- 10.02** When an employee is injured while at work so seriously as to require immediate medical attention, he shall report to the Company's nurse and will be paid for all regular time lost by reason of such injury on the date he was injured up to the end of his shift. In the event that his injury is of such a serious nature that he is unable to report to the nurse, it will be reported through his Immediate Supervisor.
- 10.03** Should an employee be injured while working overtime so seriously as to require immediate medical attention, he shall receive payment for the remaining hours of the planned overtime work period, at the applicable rate.

**10.04** Should an employee who was injured while at work, be required to visit his doctor or hospital for further medical treatment resulting from his injury, he shall be paid for regular time lost on the day of such treatment, provided that he does not also receive payments for lost time from the Workers Compensation Board. Arrangement should be made to have such treatments administered by the Company Doctor or Nurse if this is practicable. The employee will be required to provide the Company with satisfactory evidence of his attendance outside the plant for such treatment in order to qualify for payment of lost time.

**10.05** When an employee is injured at work so seriously as to require transportation, the Company agrees to provide or pay the cost of transportation on the day injury occurs, between the plant, hospital, and home.

**10.06** When an employee becomes ill due to conditions in his work area, as to require immediate medical attention, he shall if possible report to the Company's nurse, and in the event that an employee suffers any lost time due to this illness, he may submit a claim for payment as provided for in Clause 10.01 above, in the case of injury. In **the event that his illness is of such a serious nature that he is unable to report to the nurse, it will be reported through his immediate Supervisor.** If the Workers Compensation Board accepts the employee's claim for reimbursement of earnings on days **subsequent to the day of illness, he shall be paid for time lost on the day of illness.**

If he is **not absent on day subsequent to the day of illness,** the Company's Doctor may advise whether the employee's illness was or was not caused by conditions in his work area. If the Company is not satisfied that payment is justified, they shall consider all other medical advice submitted.

## Article 11

### BULLETIN BOARDS

**11.01** The Company shall provide ten (10) bulletin boards suitably located on its premises for Union notices. The Union shall advise the Company of the names of the Union members delegated to post and remove such notices.

**11.02** The following notices can be posted by the Union without the prior approval of the Company:

- (1) Notice of Union Meetings.
- (2) Financial Statements of the Union.
- (3) Thank-you Cards.
- (4) Letters received under the Poster Parents Plan.
- (5) Social committee posters and information.
- (6) Seniority List.

**11.03** Distribution and posting of other notices, publications or pamphlets on Company time or Company property without prior approval of the Company is prohibited.

Article 12

HOURS OF WORK AND OVERTIME

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**12.01** The normal work week shall be five (5) days of eight (8) hours per day, Monday to Friday inclusive. Daily hours shall be consecutive except where an unpaid lunch period of one-half hour is provided.

**12.02** The normal hours of shift shall be:

|                       |                         |
|-----------------------|-------------------------|
| Day Shift             | 7:45 a.m. to 4:15 p.m.  |
| 2nd (afternoon) Shift | 4:15 p.m. to 12:45 a.m. |
| 3rd (midnight) Shift  | 12:45 a.m. to 7:45 a.m. |

Employees involved in certain operations may be scheduled to start the shifts to which they are assigned at times different to the above when this is dictated by operational needs, and providing they are notified before the end of their previous shift. However, if changes in shift time appear necessary that would affect the majority of employees in a department, the Company will discuss reasons for such a change in advance with the Shop Committee.

**12.03** A shift shall be considered as worked on the day on which it was started, and overtime rates, shall not apply to portions of regular shifts that extend into an assigned day off or a holiday.

**12.04** The Company may place any operation, machine, department, or the whole plant, on a multi-shift basis, and will advise the Shop Committee when this is done. It is agreed that, in cases where multiple shifts are operating, shifts shall rotate every two (2) weeks and employees involved in the multiple shift operations shall participate as equally as practicable in the shift rotation except in circumstances where the Company and the employee may mutually agree.

**12.05** Changes of shift shall require a minimum of forty eight (48) hour time lapse between the completion of an employee's last assigned shift, to the commencement of his new assigned shift, except with the agreement of the employee concerned.

**12.06** Employees who are required to work on the second and third shift shall be paid as follows:

$\frac{44}{1000} \times 2$  Second Shift-employees assigned to this shift shall work for eight (8) hours and shall be paid a premium of sixty-two (62) cents per hour worked.

$\frac{45}{1000} \times 2$  Third Shift-employees assigned to this shift shall work for six (6) hours and forty (40) minutes for which they shall receive eight (8) hours pay at their regular rate and in addition shall be paid a premium of sixty-two (62) cents per paid hour.

**12.07** For the purpose of payment of shift premiums, shifts will be classified on the following basis:

| Shifts | Starting Time | Between                 |
|--------|---------------|-------------------------|
| Day    | 6:00 a.m.     | to 11:59 a.m. inclusive |
| Second | 12:00 noon    | to 7:59 p.m. inclusive  |
| Third  | 8:00 p.m.     | to 5:59 a.m. inclusive  |

$\frac{37.1}{4}$  **12.08** All time worked in excess of eight (8) hours in a regular work day shall be paid at the rate of time and one half for the first four (4) hours worked and double time thereafter.

$\frac{37.1}{8}$  **12.09** All time worked on an employee's first (1st) assigned day off, shall be paid at the rate of time and one half for the first eight (8) hours and double time thereafter.

$\frac{37.1}{0}$  **12.10** All time worked on an employee's second (2nd) assigned day off, or on a Sunday, when Sunday is an employee's assigned day off, shall be paid for at the rate of double time.

**12.11** Overtime hours continuous with a shift shall be calculated as applying to the shift with which they are continuous. However, in the event of such overtime hours occurring on a calendar day that is a general holiday under terms of Article 13 of this Agreement, the overtime shall be paid as overtime worked on the general holiday.

**12.12** An employee who, either by call-in or previous scheduling, works up to and including two (2) hours overtime ahead of and continuous with the shift to which he is assigned shall qualify for overtime pay regardless of the amount of regular time he works.

**12.13** All overtime in excess of twelve (12) hours per week shall be paid at the rate of double time. 37.8  
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**12.14** Overtime shall be voluntary. However, it is agreed that employees will co-operate where possible in working overtime when requested. 40  
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**12.15** In no case shall more than one type of overtime rate be paid to an employee for any period of time. An employee who is entitled to a shift premium for regular hours worked shall be paid the regular premium for overtime hours worked: the overtime formula will be applied to the premium.

**12.16** Any employee working overtime on a general holiday shall in addition to his holiday pay, be paid at the rate of double time. 37.8  
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**12.17** An employee who, after having left the plant upon completion of his last regular shift or assignment, returns to work not continuous with his next shift, shall be paid a minimum of four (4) hours pay at the appropriate overtime rate, and shall be allowed to return home on completion of the assignment and work related thereto. 48  
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**12.18** An employee reporting for his scheduled shift but for whom no work is available shall be paid eight (8) hours time at his regular rate. 46  
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**12.19** All employees shall have one (1) fifteen (15) minute rest period during the first (1st) half of their shift and one (1) ten (10) minute rest period during the second (2nd) half of their shift. The time at which rest periods are to be taken shall be determined by the Company.

**12.20** When an employee will be working overtime two (2) hours continuous with his regular shift he will be entitled to a fifteen (15) minute break with pay (day shift from 4:10 p.m. to 4:25 p.m., afternoon shift from 12:40 a.m. to 12:55 a.m.), and fifteen (15) minute breaks for each additional two (2) hour period of overtime.

**12.21** Employees who arrive late for work shall have their pay reduced by the amount of actual time lost, except that an employee late three (3) minutes or less shall not be penalized financially. An employee arriving late for work, may not be allowed to start work if the lateness is considered excessive, in which case the Company shall have no liability for reporting pay or any other penalty.

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**12.22** All employees shall be allowed to use the last five (5) minutes of each shift for such purposes as securing personal and Company owned tools, straightening up their work area, washing, and may remove work attire.

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**12.23** In the event of a shortage of work in any department or section of the Company, or the whole Company, the Company may propose a reduced work week or work day instead of a layoff. The proposal will require the agreement of the Union before being implemented.

**12.24** If it is found necessary, in order to maintain continuity of production, to place certain departments or processes on a regular seven (7) day week basis then employees assigned to such weekend work shall be assigned two (2) consecutive days off per week. They shall then not be paid overtime for work done on Saturdays and Sundays but if they work on their assigned days off, they shall be paid in accordance with Articles 12.10 and 12.11 for time worked on their assigned days off.

**12.25** Seven (7) days before any department or process is to be placed on a regular seven (7) day week basis, the Shop Committee will be informed of the reasons for doing so and shall have the right to make representation.

**12.26** Notwithstanding anything contained in this Article, employees may be hired with the definite understanding that they are regularly to work on Saturdays and Sundays; such employees shall not be paid overtime for Saturday and Sunday work but shall be assigned two (2) other consecutive days off and, if they work on such days off, shall be paid in accordance with Article 12.09 and 12.10.

**12.27** It is understood and agreed by both parties that Saturday and Sunday work will be kept to the minimum required to meet operational needs.

Article 13

GENERAL HOLIDAYS

**13.01** All employees who have earned wages for part or all of each day of at least fifteen (15) days of the thirty (30) calendar days prior to a general holiday shall receive payment for the holiday.



However, if their failure to earn wages occurred with the prior permission of the Company, or occurred due to other acceptable reasons, they shall be deemed as having qualified.

**13.02**

(a) Employees will be paid one (1) regular day's pay without work for the following holidays:

|                                      | 1ST YEAR          | 2ND YEAR          |
|--------------------------------------|-------------------|-------------------|
| Good Friday                          |                   | April 17, 1992    |
| Victoria Day                         | May 20, 1991      | May 18, 1992      |
| Canada Day                           | July 1, 1991      | June 29, 1992     |
| Civic Holiday                        | August 5, 1991    | August 3, 1992    |
| Labour Day                           | September 2, 1991 | September 7, 1992 |
| Thanksgiving Day                     | October 14, 1991  | October 12, 1992  |
| Remembrance Day                      | November 11, 1991 | November 11, 1992 |
| Christmas Eve/<br>New Years Eve Half | December 30, 1991 | December 30, 1992 |
| Christmas Day                        | December 25, 1991 | December 25, 1992 |
| Boxing Day                           | December 26, 1991 | December 28, 1992 |
| New Years Day                        | January 1, 1992   | January 1, 1993   |
| Floating Holiday                     | December 27, 1991 | December 29, 1992 |

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NOTE: Unpaid Shutdown December 31, 1991 and 1992.

(b) All qualified (2nd) and (3rd) shift employees will receive a full day off with pay on the last work day before Christmas and New Year's.

**13.03** A holiday shall normally be observed on the day on which it falls, unless its observance on an alternate day is made mandatory for all employees by proclamation of the Provincial Government.

**13.04** When any holiday, except Remembrance Day, falls on a Saturday or Sunday, and its observance is not changed by Provincial Government Proclamation, the Company may, at its option, declare that either the preceding Friday or the following Monday shall be observed as the holiday, for all or part of the Plant. In this event:

- (a) An employee shall be entitled to holiday pay for whatever day is declared as the holiday for that part of the Plant in which he is employed.
- (b) Employees required to work on the day declared as the holiday shall be paid double time for the hours worked plus holiday pay for the day, or time and one-half plus a day off with pay in lieu of the holiday, with the agreement of the employee.

**13.05** In the event of a holiday being moved from the original day, rates of pay for work on the original day shall be those applying to any day that is not a holiday.

**13.06** Remembrance Day will be observed on November 11th when this date falls on a working day. Should it fall on an employee's assigned day off, the Company will either pay the employee an additional day's pay or will declare an alternate day to be observed as a paid holiday instead of November 11th.

**13.07** To be eligible for payment of the general holidays enumerated above, an employee who has qualified under Article 13.01 must have worked the full shift on the working day prior to and following the day of the holiday in order to receive holiday pay. Should any such employee fail to work either of those full shifts, he shall nevertheless receive payment for the holiday if his failure to work is the result of:

- (a) Death in the immediate family.
- (b) Absence for all or part of either day with the prior permission of the Company, or for acceptable reasons.
- (c) Jury or Crown witness duty.

**13.08** An employee absent due to certified illness or compensable injury, shall be entitled to receive pay for a general holiday occurring during the first (1st) twenty six (26) weeks of such absence.

In cases where Workers Compensation or Weekly Indemnity Benefits are paid for the day of the holiday, the Company's liability will be limited to the difference between the benefits received for that day and the amount the employee would normally have earned for eight (8) hours on that day.

**13.09** Should a general holiday fall within an employee's vacation, such vacation period shall be extended by one (1) working day.

**13.10** Payment for general holidays shall be on the basis of eight (8) hours payment at the regular hourly rate for each employee, and shall include all premiums enumerated in other parts of this Agreement that he would have otherwise received for working on that day.

**13.11** In the event of a layoff, employees laid off will be paid for any general holidays falling within thirty (30) calendar days following the date of layoff.

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VACATIONS

**14.01** Employees covered by this Agreement shall be entitled to vacation as follows:

- (a) Employees who at May 31st have less than one (1) year of service shall receive vacation pay calculated at the rate of four (4) per cent of their earnings with the Company for the period of their employment during the year ending May 31st.
- (b) Employees who at May 31st have completed one (1) year or more service are entitled to two (2) weeks vacation with pay calculated at the rate of four (4) per cent of their earnings with the Company during the year ending May 31st. *01-02*
- (c) Employees who at May 31st have completed three (3) or more years of service are entitled to three (3) weeks vacation with pay calculated at the rate of six (6) per cent of their earnings with the Company during the year ending May 31st. *03-03*
- (d) Employees who at May 31st have completed ten (10) or more years of service are entitled to four (4) weeks vacation with pay calculated at the rate of eight (8) per cent of their earnings with the Company during the year ending May 31st. *10-04*
- (e) Employees who at May 31st have completed eighteen (18) or more years of service are entitled to five (5) weeks vacation with pay calculated at the rate of ten (10) per cent of their earnings with the Company during the year ending May 31st. *18-55*
- (f) Employees who at May 31st, have completed thirty-five (35) or more years of service are entitled to six (6) weeks of vacation with pay calculated at the rate of twelve (12) per cent of their earnings with the Company during the year ending May 31st.
- (g) For the purpose of this Article, "service" shall mean: *35-06*
  - 1. Unbroken service from the latest date of commencement of full-time employment with the Company, or
  - 2. The total of periods of service broken only by periods of layoff during which seniority was not lost, or
  - 3. Service that has previously been accepted by the Company as qualifying an individual employee for extended vacation benefits, or
  - 4. In the case of three (3) weeks vacation only, service that would qualify an employee for three (3) weeks vacation under the terms of the Vacations with Pay Act.

- (h) Time lost by an employee, during a vacation year, for which he received Workers Compensation Benefits or Weekly Indemnity Benefits paid under this Agreement, shall be considered as worked time for the purpose of calculating his vacation pay.
- (i) Employees will receive their vacation pay at the time vacation is taken. In the event an employee's vacation weeks are not consecutive, payment for the entire vacation entitlement may be made at the employee's option when vacations are first taken. The Company may require said employee to take his outstanding vacation entitlement, at a later date.

**14.02** Any employee whose employment with the Company is terminated by voluntary separation, discharge, or layoff, shall receive vacation pay based on the percentages specified in the provisions above appropriate at the time of separation (if such layoff appears likely to be of short duration, payment for such vacation may be deferred, at the employee's option, until the time the vacation is actually taken).

**14.03** The qualifying year for vacations shall be from June 1st to the following May 31st, with the basic two (2) or three (3) week vacation period being taken either by shut down and/or staggered vacations during the period July 1st to August 31st, or as may be mutually agreed between the Company and the employee.

**14.04** The Company will advise before March 31st the manner in which vacations will be taken and if a shutdown, the dates selected for a shutdown of all or part of the plant.

**14.05** In the event of a three (3) week shutdown, all employees affected will take three (3) weeks vacation at that time. In the event of a two (2) week shutdown, employees entitled to three (3) weeks vacation will take their third week immediately before or after the shutdown, as may be required by operational needs, although the Company will endeavour to meet the employee's wishes in this regard. Employees entitled to pay for less than the full amount of any shutdown period will normally be required to take a vacation with partial pay for that period. However, the Company may require certain employees to carry out various duties during the period of shutdown, and in this case will endeavour, to the extent practicable, to provide work during this period for employees receiving less than the full amount of vacation pay. The Company will decide on the nature and extent of the work to be carried out and will select those employees to be offered the opportunity to work. Employees wishing to be considered for such work should make their wishes known to the Human Resources Department.

**14.06** In cases of vacation being staggered an employee's third (3rd) week of vacation may, at the employee's option be taken consecutively with this two (2) week vacation period.

**14.07** After May 31st of any year, vacation dates cannot be changed without mutual consent in writing between the Company and the employee.

**14.08** The Company will endeavor to grant employees requests for scheduling of fourth (4th), fifth (5th) and sixth (6th) weeks of vacation, provided operational requirements can be met.

**14.09** Vacation entitlement in excess of that taken at the time of the plant shutdown will normally be taken prior to May 31st of the following year, unless the Company and the employee reach mutual agreement on alternative arrangements.

## Article 15

### PAYMENT OF WAGES

**15.01** Wage rates and classifications shall be those agreed upon and set out in Schedules "A" and "B" of this agreement.

**15.02** Each pay period shall be two (2) weeks, starting on a Sunday morning and ending on a Saturday night.

**15.03** Wages earned during each Pay Period will be paid by cheque or direct deposit at the employee's option, on Friday of the next week following, unless that Friday is a holiday, when they will be paid on the preceding Thursday. It is understood that there will be no objection on the part of any employee to accepting wage cheques during any time that the employee is on the Company's premises.

## Article 16

### DEDUCTIONS

**16.01** Except as otherwise provided herein and those required by law, deductions from an employee's wages shall be made only on written authority of the employee. In every case all deductions will be shown on an employee's pay cheque attachment.

*Handwritten mark*

Article 17  
UNION SECURITY

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**17.01** New employees covered by this Agreement shall have an amount equivalent to Union dues deducted from their earnings for the duration of this Agreement.

Employees covered by this Agreement, from whose earnings amount equivalent to Union dues was deducted prior to the effective date of this Agreement, shall continue to have such deductions made for the duration of this Agreement.

The Company shall remit the amount deducted, to the official designated by the Union, within fifteen (15) days after the deduction is made, together with a list of names, clock numbers and active or inactive status of employment and amount so deducted.

**17.02** Deductions of the amount equivalent to Union dues shall be made from bi-weekly earnings.

**17.03** The amount to be deducted shall be such sum as may from time to time be assessed by the Union according to its Constitution as Union dues, and shall not include initiation fees, or special assessments. The Company will act on information received in writing from two (2) signing officers of the Union to changes in the monthly dues made from time to time in accordance with the Constitution of the Union.

**17.04** The Company agrees to furnish to the Union, when requested, the names, addresses and wage rates on record of the employees in the Bargaining Unit, in alphabetical order, up to four (4) times a year. The Union agrees to treat this information strictly confidentially.

Article 18  
EMPLOYMENT BENEFITS

The Company will contribute the total cost of the following benefits. (Effective dates as noted below).

**18.01** Drug Insurance covering the cost of prescription drugs dispensed by a physician or by a registered pharmacist on the written prescription of a physician. This benefit will apply one hundred (100) percent to drug cost not refundable by Manitoba Pharmacare.

30 *7015*  
*100*

7011  
100  
18.02 A supplementary Hospital and Ambulance Insurance Plan covering the cost of semi-private hospital accommodation, customary in-province ambulance charges as prescribed in the policy.

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18.03 A Weekly Indemnity Plan providing eighty-five (85) percent of regular earnings in the event of absence due to illness or nonoccupational injury, benefits to commence from the first day of absence upon admittance to hospital or injury, and on the fourth day of absence due to illness. As this plan exceeds the minimum qualifications laid down by the Unemployment Insurance Commission for a reduction in premium, the cost of the plan will be partly offset by applying the full reduction in unemployment insurance premiums.

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100  
18.04 A Long Term Disability Plan providing sixty (60) percent of basic weekly earnings but in any event providing no less than sixty (60) percent of the wage rate specified in the Collective Agreement in effect for wage level 10, reduced by primary benefits from the Canada Pension Plan, Unemployment Insurance Commission Benefits, and subject to modification by other income commencing after one hundred and eighty (180) days of disability due to sickness or accident and payable during the continuance of the disability up to age sixty-five (65).

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8209997  
It is agreed that the benefit described in 18.04, for the term of the Agreement only, would increase the current minimum benefit level by One Hundred (100) dollars per month.

A rehabilitation program which may be considered beneficial to a disabled employee will be recommended or approved by Great West Life subject to the terms of the Long Term Disability Income Insurance benefits policy;

- (a) "Rehabilitation Program" means a program of rehabilitation in which the employee first engages after qualifying for benefits under this Benefit Provision and which is approved by the Company. Any of the following may be eligible for consideration as a Rehabilitation Program.
1. The employee's regular occupation on a part time basis.
  2. Any gainful occupation which is of a less demanding nature than the employee's regular occupation.
  3. A formal vocational training program.

The rehabilitation program shall continue until the earlier of the following dates:

1. The date on which the employee is able to perform his regular occupation on a full time basis, or
2. The date which is 24 months after the end of the Elimination Period.

It is provided, however, that the Company, subject to its continuing approval of the Program may extend the period referred to in (2) above, but in no event shall such extension exceed 24 months.

While an employee is performing work the employee will be paid for hours actually worked plus rehabilitation percentage payments, the combination of which shall not exceed eighty (80) percent of wages normally earned during a pay period. If the employee can not continue in a rehabilitation program due to disability the employee will be subject to the regular provisions for benefit payments.  $79 \frac{10.8}{100} = 86.2$

**18.05** A Group Life Insurance and Accidental Death and Dismemberment insurance Plan, providing Principal Sum Benefits of thirty thousand (30,000) dollars.

**18.06** A Whole Life Insurance Policy for three thousand (\$3000) dollars to each employee with over ten (10) years service on retirement at age fifty five (55) or more but in any event with over ten (10) years service on reaching the age of sixty-five (65). An employee whose employment with the Company extends beyond the normal retiring age of sixty-five (65) will cease to be covered by Life Insurance under clause 18.05 above, but will continue to be covered for Weekly Indemnity according to his earnings and for Accidental Death and Dismemberment in the principal amount of three thousand (\$3000) dollars.

**18.07**

- (a) A Dental Plan equivalent to Blue Cross Plan B & C. The Plan will provide one hundred (100) percent coverage of Plan 'B' and 'C' benefits.
- (b) Orthodontic coverage providing fifty (50) percent benefits to a lifetime maximum of one thousand five hundred (1500) dollars for dependents, up to their eighteenth (18th) birthday. Effective April 1, 1992 the Company will pay full cost of the premiums.

$\frac{71}{2}$        $\frac{5104}{70.2} = 72.8$        $\frac{9204}{70.2} = 131.1$



70,6  
100  
70,6  
100  
76  
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**18.08** An Extended Health Care/Vision Care Plan providing vision care benefits up to one hundred and fifty (150) dollars every two (2) years.

Effective October 1, 1991 the Company will pay full cost of the premiums.

**18.09** Clauses 18.01 to 18.08 and 18.12 are intended to provide a general description only of the various Employee Benefit Plans, and the specific terms of each plan are those contained in policies issued to the Company by the insuring organization. No changes shall be made to the policies, benefits or trust agreements provided under this Article which would affect an employee's benefit entitlement provided under the Article, except by mutual agreement between the Company and the Union. The Company will provide the Union with a copy of all Benefit policies. The Company will provide the Union with trust agreements that relate to the DPSP and RRSP program. The Company will provide each employee with a booklet of all benefits within one hundred and twenty (120) days following ratification of this agreement.

**18.10**

- (a) The Company will continue, at no expense to the employee, Life Insurance, Drug Insurance, and Semi-Private Hospital and Ambulance Insurance Plans for three (3) months following the lay off of an employee due to work shortage.
- (b) The Company will continue, at no expense to the employee, the Drug Insurance and Semi-private Hospital and Ambulance Insurance Plans for three (3) months following the retirement of an employee.
- (c) The Company will continue at no expense to the employee, Life Insurance, Drug Insurance, Dental, Extended Health, Semi-private Hospital and Ambulance Insurance Plans for the duration of an approved maternity leave.

**18.11** The Company will continue at no expense to the employee, Dental Plan and Extended Health Benefits, to all those employees receiving Long Term Disability until the sooner of, his termination of service, or his attainment of age sixty-five (65).

**18.12** A Retirement Savings Plan is provided for in this Agreement; terms and conditions are as outlined in Schedule "C".

Article 19

CHARGEHANDS

**19.01** Employees covered by this Agreement may be appointed to Chargehand positions without removing them from the scope of this Agreement.

**19.02** Such employees shall, during the period of their appointment, be designated as Chargehands. They will perform such duties as they may be assigned by the Supervisor, and in addition may continue to perform other non-supervisory duties. For their Chargehands shall not be required to carry out disciplinary action.

**19.03** For their Chargehand duties they will be paid a premium of sixty-five (65) cents per hour in addition to their regular rates of pay.

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Article 20

BEREAVEMENT PAY

**20.01** When a bereavement occurs in the immediate family of any employee, the employee shall be allowed up to four (4) working days off with pay at his regular rates for the purpose of arranging for and attending the funeral. Should an employee not attend the funeral, he shall be allowed one (1) working day off at his regular rate of pay.

**20.02** The immediate family shall mean an employee's spouse, father, mother, father-in-law, mother-in-law, son, daughter, brother, sister, legal guardian, or legally appointed ward. The Company recognizes a common law relationship and where registered with the Company there shall be no question of qualification for immediate family.

**20.03** An employee shall also be allowed one (1) working day off at his regular rate of pay to attend the funeral of his grandchildren, grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

**20.04** Paid bereavement leave shall not commence earlier than three (3) calendar days prior to, nor extend more than two (2) calendar days following the day of the funeral. The period of bereavement leave must include the day of the funeral. It is incumbent upon the employee to claim bereavement leave pay, and such claim should be made to the Immediate Supervisor within the two (2) weeks following the leave. Should an employee be requested by the Company to give satisfactory proof with respect thereto, he shall be obliged to do so in order to establish qualification for payment.

**20.05** The intent of this clause is to minimize the loss of regular wages at a time of bereavement. Therefore holidays, vacations, leaves of absence, illness and regularly scheduled days off shall be taken into consideration and shall reduce, in part or in total, the number of days paid for.

Article 21

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JURY OR CROWN WITNESS DUTY

**21.01** Any employee called upon to serve on a jury or to act as a witness for the crown, shall be excused from work for the time required to so serve.

**21.02** For each working day on which an employee serves as a Juror or Crown Witness, the Company will pay to him his normal wages, including any shift premiums he would normally be paid for that day. His next pay will be reduced by the amount of Juror or Witness fees he receives. The employee will be required to inform his Immediate Supervisor of the days on which he serves, and to provide evidence of the fees received, to ensure he is paid in accordance with this Article.

Article 22

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JOB POSTING

**22.01** The Company follows the principle that its employees should be able to take advantage of opportunities that arise for transfer to occupations not achievable by normal progression or for transfer to newly created occupations. Accordingly, when vacancies occur within the Bargaining Unit that could represent such opportunities, applications will be invited from present employees

before new employees are hired, by notices posted for five (5) working days. Careful consideration will be given to applications from present employees and those applying will be notified as quickly as practical of the result of their applications. The Company will provide the Chairman of the Shop Committee with a copy of job postings and maintain and place on the Bulletin boards a current list of all previously expired postings.

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job posting will specify the experience preferred. If an internal applicant is chosen and provided all else is relatively equal, the most senior applicant will be chosen. The names of successful applicants will be posted on the bulletin boards. His wages will be adjusted commensurate with his job qualifications.

**22.02** Employees seeking a transfer to a specific classification or department may, although no vacancy has been announced, apply to the Human Resources Department for consideration at a future date. Such application will be kept on file for a period of twelve (12) months, and may be renewed at that time by the employee.

### Article 23

#### CLASSIFICATION OF EMPLOYEES

**23.01** Progression to the maximum rate for an employee's classification shall be by scheduled increments. Scheduled progression shall take place at three (3) month intervals from wage level twelve (12) to wage level nine (9), at six (6) month intervals from wage level nine (9) to wage level four (4), and at twelve (12) month intervals from wage level four (4) to wage level one (1). Employees shall progress by as many of these increments as are applicable, to whatever wage level is the maximum for their classification.

**23.02** An employee who has reached the maximum rate for his classification shall be reclassified when he is required to perform the work of a higher classification on a regular basis. The reclassification of an employee shall be considered as on a probationary basis for the first three (3) months. During this period the Company shall review his performance in the new classification and shall return him to his original classification if his performance is not satisfactory, or the employee may request and will be granted within this same period a return to his original classification if he so wishes. If his performance is satisfactory and he remains in the new classification, this probationary period shall be included as time spent towards his next scheduled increase.

**23.03** Achievement of higher wage rates through scheduled progression within a classification assumes that an employee will achieve a normal rate of progress in the accumulation of the skill, job knowledge, and work performance required. There shall be no restriction of the Company's right to accelerate progression in cases of exceptional merit. Progression may be delayed if an employee has previously been warned in writing, not less than half a progression period or three (3) months, whichever is lesser, in advance of his progression date, about his lack of sufficient progress. Under normal circumstances, the delay shall be in increments of half the period of progression, in which time the Company shall further review his performance. An employee who fails to progress following a one (1) progression delay may have further progression withheld, or may be transferred to work of an appropriate nature and wage level, or may be subject to other appropriate action, subject to the employee's right to grieve.

**23.04** Any grievance concerning the qualifications for reclassification or progression of an employee, which is not settled at Step 3 of the grievance procedure, shall be subject to arbitration but shall firstly be referred to a Qualification Review Committee made up of two (2) representatives appointed by the Company and two (2) employee representatives appointed by the Union. The function of the Qualification Review Committee will be to evaluate the grievance and to report their findings in writing to a joint meeting of the Chairman, Shop Committee or his delegate accompanied by one other member of the Shop Committee and the Director. Human Resources or his delegate, within fifteen (15) working days of the establishment of the Committee. The employee shall be notified of the findings of the Committee and the decision of the Company.

Should the Company disagree with the findings of the Qualification Review Committee, or if the employee disagrees with the Company decision, the matter may then be resolved by arbitration or, a written and/or practical test. The test shall pertain to the work requirement in the classification to which the employee hopes to advance, and will be formulated by the Company. It will be administered within fifteen (15) working days of the decision to proceed to test, and the Union shall be allowed to scrutinize the test immediately prior to and/or during its administration. The pass mark will be 70%. The Company and the Union will jointly advise the employee of his test results. Failure of the test does not forfeit the employee's right to proceed to arbitration.

If the employee's grievance concerned his scheduled progression, and his grievance is upheld or he passes the test, his wage increase will be retroactive to the date on which it would normally have been scheduled to take effect.

If his grievance concerned his qualification for reclassification, and his grievance is upheld or he passes the test, he will be reclassified when work at the higher classification is regularly required of him in accordance with Article 23.02 above. Where qualifications are equal, seniority shall be the governing factor for reclassification.

**23.05** Any grievance concerning any claim of regularly performing the work of a higher classification which is not settled at Step 3 of the grievance procedure shall be referred to a Classification Panel made up of two (2) representatives appointed by the Company and two (2) employee representatives appointed by the Union. The function of the Classification Panel will be to evaluate the grievance and to report their findings in writing to a joint meeting of the Chairman, Shop Committee or his delegate, accompanied by one other member of the Shop Committee and the Director, Human Resources, or his delegate, within fifteen (15) working days of the establishment of the Panel and the employee shall be notified of the findings of the Panel.

If the decision of the Panel is a majority or unanimous decision, the results shall be final and binding on the Company, the Union and the employee. If the decision is in favour of the grievor the reclassification shall be retroactive to the date of filing the grievance.

Should the decision of the Classification Panel be a split decision, the parties to this agreement shall appoint a mutually agreed arbitrator to the Panel. If there is no agreement upon the selection of an arbitrator, the Manitoba Labour Board will be requested to make such appointment. The new Panel of five (5) shall meet as soon as possible after the appointment and a majority decision of the Panel shall be final and binding on the Company, the Union and the employee. Should the decision be in favour of the grievor, the reclassification shall be retroactive to the date of filing of the grievance. The parties to this agreement shall share equally the costs and expenses of the arbitrator of the Classification Panel.

Any grievance dealt with in accordance with the above clause shall be subject to the conditions outlined in Article 5.03 of this Agreement.

**23.06** If, in the course of the Company's review of the performance of an employee, written comments are made that are derogatory to that employee, or delaying his scheduled progression, all written comments shall be brought to his attention. He will be required to sign a written acknowledgement that this has been done,

and he must indicate whether he agrees or disagrees with the comments. Any comment not brought to his attention shall not be cause for action against the employee.

**23.07** Absence for any reason in excess of five (5) consecutive working days, except vacation periods and leave of absence granted in accordance with Article 9.01 shall not count as service for purposes of scheduled progression, and the date of progression of an employee so absent shall be adjusted by the period of absence. Within each progression period, the Company may adjust the date of progression of employees who are subject to an excessive number of absences of less than five (5) working days duration. Periods of layoff shall cause adjustment of an employee's date of progression.

**23.08** If an employee date of progression falls within the first (1st) week of a pay period, his scheduled increase shall be effective at the start of that pay period. If an employee's date of progression falls within the second (2nd) week of a pay period, his scheduled increase shall be effective at the start of the next pay period.

**23.09** Training of other workers shall be considered as part of normal duties for an employee, except that an employee who is not receiving a supervisory premium shall not be required to train another employee who is at a higher wage level within the same job classification, with the understanding that there shall be no restriction on an employee in one classification training an employee in another classification regardless of rate.

## Article 24

### SAVINGS CLAUSE

**24.01** Should any clause or provision of the Agreement be declared illegal or in any way conflict with any laws of the Province of Manitoba or any regulation thereof, both parties agree that this Agreement shall automatically be amended to comply with such law or regulation, if the law or regulation so requires. The remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

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

Article 25

GENERAL PROVISIONS

**25.01** Where the Company requires the employee to carry an Identification Card, such card and any replacements thereof shall be supplied free of charge to the employee, except employees who require frequent replacements may be required to pay the cost of such replacements.

**25.02** The Company will pay the full cost of any formal-program that an employee is directed to attend by the Company, and travel and reasonable living out expenses for an employee who is required to live away from his home during such training. Employees will be paid at the appropriate rate of pay for hours travelled and/or in training.

All hours travelled and/or in training in excess of eight (8) hours in a regular day shall be paid at the rate of time and one-half for the first four (4) hours travelled and/or in training and double time thereafter.

Weekdays (Monday - Friday inclusive)

A minimum of eight (8) hours is guaranteed; where the daily total, including hours spent in training and actual travel time, exceeds that level the additional time is allowed.

Weekends (Saturdays & Sundays)

The total of:

- (1) actual travel time
- (2) hours spent in training

Article 26

PROTECTIVE CLOTHING

**26.01** The manner of dress is the prerogative of the employee providing that it meets normal standards of safety. Employees whose work requires them to wear protective devices, may obtain the following on a temporary basis from the Company as required: Eye protective devices and face masks; when handling acids; aprons, gloves, and rubber boots; the Flight Service Crew and Rocket Field Service Crews will be supplied with parkas, outer pants and boots in the winter. Where specialized protective clothing is required by the Company for a specific operation the cost will be borne by the Company.





Employees who elect to wear coveralls or smocks while they are at work may obtain these from the Company on the following basis:

- (a) New employees-when they start work, two (2) pairs at half price.
- (b) All employees — three (3) pairs per year at half price.
- (c) The Company will maintain cleaning and reasonable repairs of all coveralls and smocks obtained from the Company pursuant to Article 26.01.

Article 27

RENEWAL, AMENDMENT & TERMINATION

**27.01** This Agreement shall become effective on April 1, 1991 and shall remain in full force and effect until March 31, 1993, unless changed by mutual consent of the parties hereto.

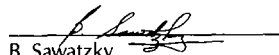
**27.02** The Agreement shall remain binding from year to year after March 31, 1993 unless either party gives notice in writing, within a period of not less than thirty (30) or not more than ninety (90) days prior to March 31st in any year, of its intention to terminate the Agreement or to enter into negotiations for the purpose of amending or revising the Agreement.

**27.03** In the event of written notice of proposed amendments or termination having been given by either party as provided for in 27.02 above, negotiations shall be carried out during the period of notice with a view to amending the Agreement, or arranging another Agreement. During the period of such negotiations this Agreement shall remain in full force and effect.

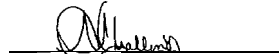
**27.04** The Company agrees to assume the cost of the printing of the Agreement on the basis of a minimum requirement of one hundred and twenty-five (125) per cent of the number of employees of the first (1st) year of the Agreement and twenty-five (25) per cent for each succeeding year of this Agreement. The initial printing of the Agreement shall be in a booklet form and shall be distributed to each employee of the Company, to the extent permitted by the supply printed.

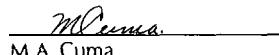
Dated at Winnipeg, Manitoba this fifth day of September, 1991.

For Bristol Aerospace Limited:


  
B. Sawatzky  
Supervisor

  
A. Butler  
Senior Supervisor

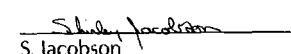
  
G. Challinor  
Coordinator, Industrial  
Relations


  
M.A. Cuma  
Director, Human Resources

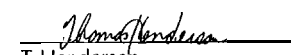
For Canadian Aerospace  
Workers, Local #5, Canadian  
Association of Industrial,  
Mechanical and Allied  
Workers:

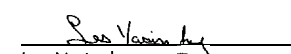
  
D. Rogers  
Chairman, Negotiating  
Committee

  
J. Morrow  
President


  
S. Jacobson

  
G. Versace

  
T. Henderson

  
L. Yasinsky

  
B. Ginter

  
C. Cassista  
National Staff Representative

SCHEDULE "A"

| WAGE LEVEL                                  | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    | 12    |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| April 1, 1991                               | 18.36 | 17.72 | 17.02 | 16.23 | 15.62 | 14.55 | 13.86 | 13.17 | 12.43 | 11.43 | 10.51 | 9.66  |
| April 1, 1992                               | 19.09 | 18.43 | 17.71 | 16.88 | 16.25 | 15.13 | 14.42 | 13.69 | 12.93 | 11.89 | 10.93 | 10.05 |
| CLASSIFICATION                              |       |       |       |       |       |       |       |       |       |       |       |       |
| 1. Tool & Die Maker I . . . . .             | 1     | 2     | —     | —     | —     | —     | —     | —     | —     | —     | —     | —     |
| 2. Tool & Die Maker II . . . . .            | —     | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | —     | —     |
| 3. Machinist I . . . . .                    | 1     | 2     | —     | —     | —     | —     | —     | —     | —     | —     | —     | —     |
| 4. Machinist II . . . . .                   | —     | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | —     | —     |
| 5. Welder . . . . .                         | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | —     | —     |
| 6. Machine Welder I . . . . .               | —     | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | —     | —     |
| 7. Machine Welder II . . . . .              | —     | —     | —     | 1     | 2     | 3     | 4     | 5     | 6     | 7     | —     | —     |
| 8. Aircraft Mechanic I . . . . .            | 1     | 2     | 3     | 4     | —     | —     | —     | —     | —     | —     | —     | —     |
| 9. Aircraft Mechanic II . . . . .           | —     | —     | —     | 1     | 2     | 3     | 4     | 5     | 6     | 7     | —     | —     |
| 10. Avionics Mechanic I . . . . .           | 1     | 2     | 3     | 4     | —     | —     | —     | —     | —     | —     | —     | —     |
| 11. Avionics Mechanic II . . . . .          | —     | —     | —     | 1     | 2     | 3     | 4     | 5     | 6     | 7     | —     | —     |
| 12. Rocket Mechanic . . . . .               | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | —     | —     |
| 13. Rocket Electronic-Mechanic I . . . . .  | 1     | 2     | 3     | —     | —     | —     | —     | —     | —     | —     | —     | —     |
| 14. Rocket Electronic-Mechanic II . . . . . | —     | —     | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | —     | —     |
| 15. Inspector Aircraft-Avionics . . . . .   | —     | 2     | 3     | 4     | 5     | —     | —     | —     | —     | —     | —     | —     |
| 16. Inspector Aircraft-Mechanical . . . . . | 1     | 2     | 3     | 4     | 5     | —     | —     | —     | —     | —     | —     | —     |
| 17. Inspector Tooling . . . . .             | 1     | 2     | 3     | 4     | 5     | —     | —     | —     | —     | —     | —     | —     |
| 18. Inspector Manufacturing . . . . .       | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | —     | —     |
| 19. Inspector Special — Process . . . . .   | —     | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | —     | —     |
| 20. Inspector-Non Destructive . . . . .     | —     | —     | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | —     | —     |

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| WAGE LEVEL    | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    | 12    |
|---------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| April 1, 1991 | 18.36 | 17.72 | 17.02 | 16.23 | 15.62 | 14.55 | 13.86 | 13.17 | 12.43 | 11.43 | 10.51 | 9.66  |
| April 1, 1992 | 19.09 | 18.43 | 17.71 | 16.88 | 16.25 | 15.13 | 14.42 | 13.69 | 12.93 | 11.89 | 10.93 | 10.05 |

CLASSIFICATION

|   |   |   |   |   |   |   |   |   |    |    |   |   |
|---|---|---|---|---|---|---|---|---|----|----|---|---|
| 21. Carpenter . . . . .                         | 1 | — | 2 | 3 | 4 | 5 | 6 | 7 | 8  | 9  | — | — |
| 22. Maintenance M e c h a n i c                 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | —  | — | — |
| 23. Ground Support M e c h a n i c              | — | 1 | 2 | 3 | 4 | — | — | — | —  | —  | — | — |
| 24. Maintenance Plumber . . . . .               | — | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9  | 10 | — | — |
| 25. Maintenance Electrician . . . . .           | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9  | 10 | — | — |
| 26. Maintenance Painter . . . . .               | — | — | 1 | 2 | 3 | 4 | 5 | 6 | 7  | —  | — | — |
| 27. Maintenance Helper . . . . .                | — | — | — | 1 | 2 | 3 | 4 | 5 | 6  | —  | — | — |
| 28. Sheet Metal Mechanic I . . . . .            | — | 1 | 2 | 3 | — | — | — | — | —  | —  | — | — |
| 29. Sheet Metal Mechanic II . . . . .           | — | — | 1 | 2 | 3 | 4 | 5 | 6 | 7  | —  | — | — |
| 30. Sheet Metal Machine — Operator I . . . . .  | — | 1 | 2 | — | — | — | — | — | —  | —  | — | — |
| 31. Sheet Metal Machine — Operator II . . . . . | — | — | 1 | 2 | 3 | 4 | 5 | 6 | 7  | 8  | — | — |
| 32. Composite Fabricator I . . . . .            | — | — | 1 | 2 | 3 | — | — | — | —  | —  | — | — |
| 33. Composite Fabricator II . . . . .           | — | — | — | 1 | 2 | 3 | 4 | 5 | 6  | —  | — | — |
| 34. Stores Attendant . . . . .                  | — | — | — | 1 | 2 | 3 | 4 | 5 | 6  | —  | — | — |
| 35. Packer . . . . .                            | — | — | — | — | 1 | 2 | 3 | 4 | 5  | —  | — | — |
| 36. Tool Grinder . . . . .                      | — | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8  | 9  | — | — |
| 37. Heat Treater . . . . .                      | — | — | 1 | 2 | 3 | 4 | 5 | 6 | 7  | 8  | — | — |
| 38. Electro/Chemical Plater . . . . .           | — | — | 1 | 2 | 3 | 4 | 5 | 6 | 7  | 8  | — | — |
| 39. Painter . . . . .                           | — | — | 1 | 2 | 3 | 4 | 5 | 6 | 7  | 8  | — | — |
| 40. Repair Grinder . . . . .                    | — | — | — | 1 | 2 | 3 | 4 | 5 | 6  | 7  | — | — |
| 41. Radial Drill Operator . . . . .             | — | — | — | 1 | 2 | 3 | 4 | 5 | 6  | 7  | — | — |
| 42. Induction Braze-Operator . . . . .          | — | — | — | 1 | 2 | 3 | 4 | 5 | 6  | 7  | — | — |

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| WAGE LEVEL                        | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    | 12    |
|-----------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| April 1, 1991                     | 18.36 | 17.72 | 17.02 | 16.23 | 15.62 | 14.55 | 13.86 | 13.17 | 12.43 | 11.43 | 10.51 | 9.66  |
| April 1, 1992                     | 19.09 | 18.43 | 17.71 | 16.88 | 16.25 | 15.13 | 14.42 | 13.69 | 12.93 | 11.89 | 10.93 | 10.05 |
| CLASSIFICATION                    |       |       |       |       |       |       |       |       |       |       |       |       |
| 43. Router Operator .....         | —     | —     | —     | 1     | 2     | 3     | 4     | 5     | 6     | 7     | —     | —     |
| 44. Vehicle Operator .....        | —     | —     | —     | 1     | 2     | 3     | 4     | 5     | 6     | 7     | —     | —     |
| 45. Cleaner .....                 | —     | —     | —     | —     | —     | 1     | 2     | 3     | 4     | 5     | —     | —     |
| 46. Process Blaster .....         | —     | —     | —     | —     | 1     | 2     | 3     | 4     | 5     | 6     | —     | —     |
| 47. Deburer .....                 | —     | —     | —     | —     | —     | 1     | 2     | 3     | 4     | 5     | —     | —     |
| 48. Sweeper/Laundry Handler ..... | —     | —     | —     | —     | —     | —     | 1     | 2     | 3     | 4     | —     | —     |
| 49. Learner .....                 | —     | —     | —     | —     | —     | —     | —     | —     | —     | —     | —     | 1     |

22 Oct 9

Base

## SCHEDULE "B"

1. **Tool & Die Maker I —**  
has all-round capability, in both bench and machine work, although may excel at and specialize in one aspect.
2. **Tool and Die Maker II —**  
performs bench tool, die, jig, fixture work. May work in one of the following specialties; plaster patterns, blank and piercedie, jig and fixture. Must gain some exposure to and competence in machine work for promotion to Tool and Die Maker I.
3. **Machinist I —**  
shall be one who has all-round experience and ability and is competent to work directly from drawings and perform all machining operations required by the Company without direction from others.
4. **Machinist II —**  
sets up and operates in accordance with operation sheets or drawings for all levels of work, any one of the following, NC., E.D.M., or conventional machine tools. To progress beyond wage level 3 must set up and operate for all levels of work a minimum of two tools in the above categories. Upon reaching wage level 4, training will be provided to allow the employee to achieve proficiency on other machines.
5. **Welder —**  
must be proficient in all welding processes applicable to all weldable materials as required by the Company. Must be able to qualify for approvals which are required to fulfill functions.
6. **Machine Welder I —**  
prepares and carries out all types of Electron Beam Welding, viewing and testing metallurgical properties of weld samples, in order to evaluate development welds. Sets up and performs operations to specifications supplied by the Company.
7. **Mechine Welder II —**  
required to set up and operate all types of resistance welders or automatic fusion. Must be able to make the necessary checks, measurements and adjustments to meet the required standards of a certifiable weld. Must have knowledge of materials used, electrodes and wheels and know how to set up and use jigs. To progress beyond wage level 5 must be capable of setting up and establishing certifiable schedules for all types of resistance welders or automatic fusion as required.

- 8. Aircraft Mechanic I —**  
in addition to performing the duties of an Aircraft Mechanic II is required to carry out all mechanical functions of components and/or aircraft to ensure their air worthiness. A premium of 62 cents per hour will be paid to each employee who is required and certified to carry out engine ground runs.
- 9. Aircraft Mechanic II —**  
dismantles, repairs, assembles, installs, and rigs aircraft and/or components.
- 10. Avionics Mechanic I —**  
in addition to performing the duties of an Avionics Mechanic II will be required to carry out electrical and avionics functions of components and/or aircraft systems to ensure their air worthiness.
- 11. Avionics Mechanic II —**  
dismantles, repairs, fabricates, bench tests, assists in functions, trouble shoots and reassembles electrical, avionic instrument components and equipment.
- 12. Rocket Mechanic —**  
can design and fabricate assembly aids, is capable of performing machine work, is expected to do layout and environmental testing as required, and is capable of performing final checkout and set up of ground support equipment and rocket systems at launch site.
- 13. Rocket Electronic Mechanic I —**  
must be capable of using test and checkout equipment, can design and implement checkout aids, is capable of diagnosing and correcting malfunctions and may be required to attend launch facilities for final checkout and assembly of systems and ground support equipment.
- 14. Rocket Electronic Mechanic II —**  
is capable of performing sub assembly wiring and is familiar with potting processes. Has become proficient at electrical construction and holds a NASA operators soldering proficiency certificate. Uses test equipment as required. Is employed primarily as an electrical assembler and may be required to assist in field operations.
- 15. Inspector Aircraft Avionics —**  
inspects and tests aircraft avionics/electrical systems and equipment according to specifications. Performs tests and functions



to determine aircraft avionics/electrical systems serviceability and maintains required documentation.

- 16. Inspector Aircraft Mechanic —**  
inspects and tests aircraft mechanical systems and equipment such as mechanical and flightcontrol installations according to specifications. Performs tests and functions to determine aircraft mechanical system serviceability and maintains required documentation.
- 17. Inspector Tooling —**  
inspects all dies, templates, fixtures, first off parts, and measuring devices to ensure they are within required tolerances and carries out repairs and adjustments of measuring devices as required.
- 18. Inspector Manufacturing —**  
is capable of performing all levels of component inspection including all incoming materials, stock items and final inspection. Must be able to read drawings and use measuring equipment as required, as well as verify all manufacturing processes. To progress to wage level 1 must be capable of setting up and operating CCMM as required.
- 19. Inspector - Special Process —**  
responsible for surveillance, sampling, physical testing of products or samples, periodic testing of equipment, compilation and maintenance of records for those operations classified as special processes such as resistance welding, heat treating, plating or painting.
- 20. Inspector Non Destructive —**  
prepares and processes all parts for NDT testing to required standards. To progress beyond wage level 5 must hold one or more current CAF or equivalent approvals to perform inspection of assemblies or component parts by magnetic particle, fluorescent penetrant, non fluorescent penetrant or harmonics. Interprets defects as found.
- 21. Carpenter —**  
performs all types of maintenance and new construction carpentry on buildings both inside and outside, as required. Sets up and operates wood working machines as required. Will automatically go to wage level 1 if required to perform cabinet work.

- 22. Maintenance Mechanic —**  
maintains in good working order all plant machines and mechanical equipment, installs new equipment when required. May specialize in any one of the following maintenance areas: sheet metal work or small mechanical tools.
- 23. Ground Support Mechanic —**  
maintains, modifies and repairs ground support equipment in serviceable state.
- 24. Maintenance Plumber —**  
installs steam, air, water and gas lines and associated equipment. Carries out repairs and installations to required specifications in accordance with applicable codes.
- 25. Maintenance Electrician —**  
installs all electrical lines and circuits in the plant, and installs, dismantles, and repairs all electrical machinery, and appliances, in accordance with applicable codes.
- 26. Maintenance Painter —**  
applies various types of paint or other protective coatings to plant support equipment and buildings.
- 27. Maintenance Helper —**  
helps any of the maintenance trades as outlined and learns through experience. May be promoted to an appropriate category when their knowledge and skill is sufficient. May also carry out lesser skilled maintenance tasks on their own.
- 28. Sheet Metal Mechanic I —**  
in addition to performing the duties of Sheet Metal Mechanic II, will carry out final assembly of manufactured components, and/or, fabricates, repairs and overhauls aircraft or sheet metal components. May be required to do layout and develop work to blueprints and customer specifications. Manufactures simple tooling and shop aids as required.
- 29. Sheet Metal Mechanic II —**  
fits prefabricated parts by cutting, grinding, filing, shaping, rolling, and crimping. Assembles parts for sub-assembly and final assembly by drilling and riveting on bench or other means or using, where necessary, jigs and fixtures. Work is generally of a repetitive nature. Has some knowledge of blueprint reading.
- 30. Sheet Metal Machine Operator I —**  
in addition to performing the duties of Sheet Metal Machine

Operator II will be required to set up and operate on a regular basis, all machines in at least one of the following machine categories: Brake, Stretch Presses, Drop Hammer. Works to blueprint to develop layouts and operation requirements for all types of operations.

- 31. Sheet Metal Machine Operator II —**  
sets up and operates sheet metal machines for the purpose of punching and/or shearing sheet metal and/or components. To progress beyond wage level 5, must set up and operate sheet metal machines for the purpose of forming sheet metal components.
- 32. Composite Fabricator I —**  
must have a general knowledge of all related materials, methods, and equipment. Prepare and carry out a variety of composite tool building and mould making, prepare and carry out repair schemes on composite components, as well as fabricate parts from drawings, or samples.
- 33. Composite Fabricator II —**  
prepares parts for use in lay-ups. Applies release agent to lay-up mandrels. Trims laid up parts to finished size. Prepares surfaces for painting as required.
- 34. Stores Attendant —**  
receives, ships, stores, inventories and issues Company and customer products. Carries out appropriate and established clerical and record keeping procedures. Operates materials handling equipment. Maintains general housekeeping in immediate work area.
- 35. Packers —**  
packs outgoing products in accordance with established standards and production order card instructions. Fabricates and repairs suitable cartons when required. Maintains general housekeeping in immediate work area.
- 36. Tool Grinder —**  
performs manual, N/C, grinding, and presetting of cutting tools in accordance with operation sheets, tool set-up sheets or drawings. Applies knowledge of cutting tool geometry and measuring tools to ensure conformance to specifications.

- 37. Heat Treater —**  
is required to set up and adjust heat treating furnaces, bath temperatures and atmosphere controls. Tests hardness of materials as required.
- 38. Electro/Chemical Plater —**  
prepares and processes parts through required sequence and timing. Required to assist on racking and testing of components. To progress beyond wage level 5 must be capable of preparing all types of materials for surface treatment and processes the parts in accordance with established sequence and timing as required. Mixes solutions to specifications and tests to required standards.
- 39. Painter —**  
applies various types of paint finishes to aircraft, subassemblies, parts and manufactured items. Cleans, prepares, and masks surfaces in accordance with the specifications and plant processes prior to painting and is required to do lettering, stencilling and application of decals.
- 40. Repair Grinder —**  
works with nondestructive test inspection and prepares components for re-inspection or repair as necessary. Must be able to interpret defects. Hand dresses welds and components surfaces to required tolerances.
- 41. Radial Drill Operator —**  
performs operations on drilling equipment, sets up, selects correct tools, feeds and speeds for work being performed.
- 42. Induction Braze Operator —**  
sets up and operates braze equipment. Has knowledge of fluxes, edge preparation, and brazing processes. May draw up braze schedules under the direction of supervisory personnel. Mixes and applies various types of braze filler and assembles various components as required.
- 43. Router Operator —**  
sets up and operates metal routers, using templates as provided.
- 44. Vehicle Operator —**  
operates vehicles as required inside and outside the Company's premises such as fork lift, truck, tractor, and other motorized conveyances, and must be licensed as required.

- 45. Cleaner —**  
cleans by hand, solvent bath, or other processes, aircraft interiors and exteriors, subassemblies, parts and manufactured items. Has a knowledge of cleaning solvents used, and strips paint and other contaminants from the above.
- 46. Process Blaster —**  
sets up and operates blasting equipment, including vapour blasts, cleans or prepares the surface of materials and components to produce the required finish. Is familiar with various grit sizes and materials for blasting and knows the time and pressure necessary to produce quality required. Cleans and maintains the tank. May be required to perform shot peening.
- 47. Deburrer —**  
deburs and polishes metal components.
- 48. Sweeper/laundry Handler —**  
duties include sweeping and cleaning an assigned area of the plant or office. Has knowledge of cleaning compounds and can use power equipment such as scrubbers and polishers as required. Ensures proper documentation and handling of laundry out of and into the plant.
- 49. learner —**  
may be assigned work in any area of the plant to assist a more qualified employee or perform simple tasks under direction. May stay in one occupation or be moved to any area as the workload requires. Upon completion of 6 months serviceshall be assigned to a classification.

27

SCHEDULE "C"  
RETIREMENT SAVINGS PLAN

1  
5

PARTICIPATION

1. Automatic from January 1 following the later of your thirtieth (30th) birthday and completion of one (1) year of continuous service.
2. Voluntary from first of month following application for other employees.

CONTRIBUTIONS  $\frac{3.218}{99997}$   $\frac{3.100}{99997}$

Employee  
& constant amount bi-weekly, with a minimum of two (2) per cent of regular pay excluding overtime, up to the maximum allowed under the Income Tax Act. Contribution rate may be changed when employees exercise their personal investment option.

Employer  
Equal to the employee contributions, for participants under sixty-five (65), to a maximum of four (4) percent of regular pay, excluding overtime, etc., subject to payment being entitled to be made under the Income Tax Act.

Effective October 1, 1992 the employer contribution will increase to 4.5 percent.

INVESTMENT

Contributions will be invested on pooled funds of a trust or insurance company selected by the Company as the Investment Manager.

Employees may exercise their personal investment option on a semi-annual basis. Investment options may be exercised prior to January and to be effective on the January 1 following, and exercised prior to July and to be effective on the July 1 following.

ADMINISTRATION  $\frac{87}{2}$

$\frac{17}{2}$  Plan administration will be handled by an outside administrator selected by the Company. Participants will receive statements of their accounts quarterly. The employer will pay all costs of administration.

80  
24

**VESTING ON TERMINATION**

Employee contributions-one hundred (100) per cent.

Employer contributions-based on years of plan participation at date of termination.

- (i) Less than two (2) years — zero (0) per cent.  $\frac{12}{24}$
- (ii) Two (2) years or more (or age fifty five (55)) -one hundred (100) per cent.

All employer contributions forfeited by the termination of non-vested participants will be contingently allocated each year to all active participants in relation to their account balances. Vesting on forfeited contributions contingently allocated to each participant will be the same as for employer contributions.

**EMPLOYEE ACCOUNTS**

Each employee will have two (2) accounts as follows:

1. Employee Account  
Consists of your contributions plus earned interest.
2. Employer Account  
Consists of regular employer contributions plus earned interest, plus forfeited employer contributions that have been contingently allocated to you, plus earned interest.

**NORMAL RETIREMENT**

First (1st) of the month following your sixty-fifth (65th) birthday, at which time employer contributions will stop.

80/11, a  
65

**LATE RETIREMENT**

Employer contributions will be made until age sixty-five (65). An employee continuing to work may continue to make contributions after this date but in accordance with the Income Tax Act, the total fund in any employee's account must be used to purchase a Retirement Income Plan before the employee's seventy-first (71st) birthday,

**BENEFITS ON RETIREMENT**

A Retirement Income Plan purchased by the sum of the Employee Account plus the Employer Account. The Company will obtain quotations from at least five (5) insurance companies or financial institutions, to be mutually agreed upon by the Company and the employee, and the Retirement Income Plan will be purchased from the company or institution submitting the best quotation.

79  
1  
41 a

#### FORM OF RETIREMENT INCOME PLAN

Any form selected by you that is permitted under the Income Tax Act of Canada.

#### BENEFITS ON TERMINATION

*2/6*  
Transfer of the Employee Account to an individual RRSP with the Investment Manager (may then transfer to another RRSP of your choice).

*2/6*  
If vested, transfer of the Employer Account to an individual "lock-in" RRSP with the Investment Manager.

#### BENEFITS ON DEATH BEFORE RETIREMENT

Refund of the Employee Account plus the Employer Account to your designated beneficiary.

#### GENERAL

*2/2*  
The retirement income plan as described above has been registered with the Department of National Revenue as a Group Registered Retirement Savings Plan (Group RRSP/Deferred Profit Sharing Plan (DPSP). Your contributions will be remitted to the Group RRSP and employer contributions will be remitted to the DPSP.

It is expressly provided that if any future legislation makes mandatory the introduction of a pension plan, the foregoing plan may require to be converted to a pension plan. In order that there will be no reduction of benefits to you, discussions will immediately be commenced with the Union to establish the terms of the conversion.

As previously discussed, the above amendments are subject to appropriate regulatory and legislative approvals prior to implementation.



SUPPLEMENTARY AGREEMENT — BOILER ROOM

ENTERED INTO THIS 2ND DAY OF JULY, 1989

between

BRISTOL AEROSPACE LIMITED

hereinafter referred to as "The Company"

and

CANADIAN AEROSPACE WORKERS

Local No. 5

CANADIAN ASSOCIATION OF INDUSTRIAL  
MECHANICAL AND ALLIED WORKERS

hereinafter referred to as "The Union"

It is hereby agreed that the following provisions are supplementary to the agreement between the Company and the Union, effective until the expiry of the agreement (hereinafter referred to as the main agreement). In the event that the Plant must revert to second (2nd) or third (3rd) class status (high pressure) at Berry Street, said provisions shall apply exclusively to those employees required to work in the Boiler Room(s) and shall supersede the corresponding clauses of the main agreement.

**.01 Hours of Work**

The regular workday shall be eight (8) consecutive hours. During periods when Company requirements render six (6) day operation practicable, employees shall work a regular week of forty (40) hours. During periods when Company requirements necessitate seven (7) day operation of the Boiler Room, employees may be required to work three (3) weeks of forty (40) hours and one (1) week of forty-eight (48) hours. On these occasions, the sixth (6th) day of work every fourth (4th) week shall be paid at time and one half.

**.02 Shift Premium**

Second Shift-employees assigned to this shift shall work for eight (8) hours for which a premium of \$.62 per hour will be paid.

Third Shift-employees assigned to this shift shall work for eight (8) hours for which a premium of \$.62 per hour worked will be paid.

Swing Shift — the employee assigned to a swing shift (relief shift) shall be paid a premium of \$.62 per hour worked on all shifts during any week in which he performs swing shift duties.

**.03** Schedule "A"

**2nd** Class Operating Engineering —  
Wage Level 1 in the Main Agreement

**3rd** Class Operating Engineer —  
Wage Level 2 in the Main Agreement

**4th** Class Operating Engineer —  
Wage Level 4 in the Main Agreement

**.04** Protection of Plant

In the event of a work stoppage, the Company and the Union agree to meet to establish the identity of employees covered by this supplement in accordance with Article 4.02 of the Agreement.

**.05** Payment of General Holidays

Where an employee is scheduled for regular work, including the sixth (6th) day of work every fourth (4th) week, on the day that he would otherwise be entitled to observe as a paid General Holiday, he shall be paid for regular hours worked in accordance with Article 13.

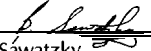
To the extent that work schedules permit, a Boiler Room employee may take days off at regular rates of pay during the summer months, in lieu of General Holidays occurring during the period of full scale boiler operations in the event that work schedules do not permit all such days in lieu to be taken, employees will receive eight (8) hours pay at regular rates for days not taken.

**.06** Overtime on a General Holiday

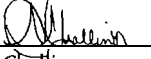
Overtime work performed on the day of a general holiday, other than the first eight (8) hours of work on a regularly scheduled sixth (6th) day as specified in Clause .01 above shall be paid at the rate of double time.


Dated: July 2, 1991

For Bristol Aerospace Limited:


  
B. Sawatzky  
Supervisor


  
A. Butler  
Senior Supervisor

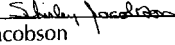
  
G. Chatlinor  
Coordinator, Industrial  
Relations

  
M.A. Cuma  
Director, Human Resources

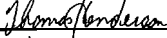
For Canadian Aerospace  
Workers, Local #5, Canadian  
Association of Industrial,  
Mechanical and Allied  
Workers:

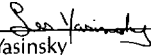
  
D. Rogers  
Chairman, Negotiating  
Committee

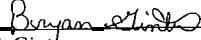
  
J. Marlow  
President

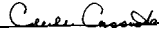
  
S. Jacobson

  
G. Versace

  
T. Henderson

  
L. Yasinsky

  
B. Ginter

  
C. Cassista  
National Staff Representative

LETTER OF AGREEMENT

between

BRISTOL AEROSPACE LIMITED  
ST JAMES PLANT

and

C.A.I.M.A.W. LOCAL 5

Re: MOBILE REPAIR PARTIES

The following letter outlines the conditions and manner of payment for employees on Mobile Repair Parties, subject to ratification by Government Purchasing Agencies:

1. Accommodation will normally be in "Off Station" quarters. The Company will allow actual hotel charges supported by receipts. Where "Off Station" quarters are not practical, the Company will arrange suitable accommodation "On Station" at N.C.O. status or higher.
2. The Company will specify and pay for the mode of travel which will normally be either by air (economy) or rail. Travel by personal automobile may be authorized should employees so desire and if warranted by conditions. In this case, employees so travelling will be paid the equivalent of public transportation fare for the journey, and will travel at their own risk except as covered by Worker's Compensation and insurance coverage as specified in this letter or in the Main Agreement. The Company will not be responsible for damages, theft or breakdown involving the automobile.
3. Mobile Repair Party Living Allowance will be in accordance with Department of Supply and Services Publications. Current rates are outlined in the attached Appendix "A".
4. Each employee will be allowed taxi fare between home, airport, and lodgings on the first and last day while proceeding on and returning from M.R.P. duty. A receipt may be required to substantiate this expense.
5. The maximum length of tour of duty for each adjustment will be three (3) months, but may be extended by agreement between the employee and the Company.

6. Coverage under the Worker's Compensation Act remains the same for M.R.P. crews as for in-plant personnel and also extends throughout the journey to the M.R.P. site, provided the Company has approved the method of transportation.
7. Accidental Death and Dismemberment Insurance coverage is provided by the Company for all employees while travelling on Company business on a journey beyond the radius of twenty five (25) miles from the Plant. This insurance policy provides for payment of one hundred thousand (100,000) dollars upon accidental death with a further scale of benefits for disablement. Any benefits paid in accordance with the terms of this policy will be paid to the employee or in the case of death, to his estate.
8. Employees will be paid at the appropriate rate of pay for hours travelled and/or worked as follows:

All hours travelled and/or worked in excess of eight (8) hours in a regular day shall be paid at the rate of time and one half for the first four (4) hours travelled and/or worked and double time thereafter.

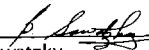
Weekdays (Monday-Friday inclusive)  
A minimum of eight (8) hours is guaranteed: where the daily total, including hours worked in the field and actual travel time, exceeds that level the additional time is allowed.

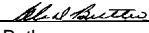
Weekends (Saturdays and Sundays)  
The total of:  
(1) actual travel time  
(2) hours worked in the field
9. When the day before an employee's departure is a normal working day, he will be allowed to leave the plant four (4) hours before normal finishing time on that day and will be paid for the full shift.
10. A premium of sixty-two (62) cents per hour will be paid to each employee on M.R.P. duty in the field.
11. The Company will pay the shipping costs of and provide insurance coverage for all tools, provided they are shipped as directed by the Company. The loss or theft of tools during transit or at work site is to be reported to the Crew Chief immediately on discovery, who will arrange for the completion of a standard declaration of loss form.

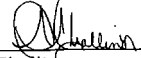
12. Telephone calls, telegrams or other urgent personal messages may at the discretion of the Supervisor be sent collect to the Company for relaying to the family of the employee concerned. In addition to the above, an accumulation of ten (10) minutes long distance telephone call home at Company expense will be allowed each employee for each one (1) week period spent away from home, on continental North America. Such calls may be "station-to-station" and shall be placed at the low charge evening and Sunday rates. The cost will be reimbursed to the employee on his return on presentation of a receipt or as noted on his hotel bill.
13. If a Mobile Repair Party, in continental North America, is scheduled to remain in the field for three (3) months, any member of the party who so wishes will be returned to Winnipeg, at the Company's expense, for a weekend after he has been in the field for six (6) weeks. The Company's liability will be for air-fare only. Employees will not be paid travel time for the trip home, and will not be paid per diem allowances for the Saturday and Sunday of the weekend.
14. a) As a general rule the statutory holidays observed in the plant will be observed in the field unless workschedules or local custom makes this impractical. In this event compensatory time off at basic straight time is to be taken within two (2) weeks of the crew's return to the plant.  
b) The conduct of individual members of a Mobile Repair Party is a direct reflection upon the reputation of both this Company and our country. Personnel, therefore, will be selected with this consideration in mind. Any employees behaving in a manner which would bring discredit to the Company whether working hours or not, while a member of a Mobile Repair Party, will be returned to the Plant and may be subject for further disciplinary action.
15. The Company will provide appropriate cold or wet weather outer clothing.

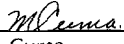
Dated: July 2, 1991

For Bristol Aerospace Limited:

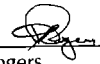
  
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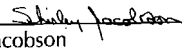
  
G. Challinor  
Coordinator, Industrial  
Relations

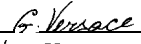
  
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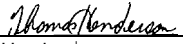
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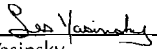
  
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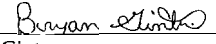
  
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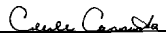
  
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B. Ginter

  
C. Cassista  
National Staff Representative

LETTER OF AGREEMENT

between

BRISTOL AEROSPACE LIMITED  
ST. JAMES PLANT

and

C.A.I.M.A.W. LOCAL 5

Re: ROCKET FIELD SERVICE CREWS

The following letter outlines the conditions and manner of payment for employees on Rocket Field Service Crews:

1. Transportation

- a) The normal mode of travel, arranged by the Company in advance, will be by air (economy class). Each employee will be covered by a personal accident insurance policy, in addition to the normal group insurance policy, while away from home on Company business, on a journey beyond the radius of twenty-five (25) miles from the Berry Street plant. This insurance policy provided for payment of one hundred thousand (100,000) dollars on death, with a scale of benefits for disablement. Any benefits paid in accordance with the terms of this policy will be paid to the employee, or in the case of death, to the employee's estate.
- b) Each employee will be allowed taxi fare between home, airports and lodging on the first and last day while proceeding to the Base/Site and returning to the Plant. Receipts for taxi fares will only be required for fare in excess of eight (8) dollars.
- c) Local travel to and from point of lodging and Base/Site when required will be arranged by the Company at no cost to the employees.

2. Accommodation

The Company will arrange for lodgings and meals at the Base/Site. In the event that accommodations are not available at the Base/Site the Company will allow actual hotel charges plus Meal Allowances based upon Department of Supply and Services Publications. Current rates are outlined in the attached Appendix "A".



### 3. Wages

a) When the day before an employee's departure is a normal working day, he will be allowed to leave the plant four (4) hours before normal finishing time on that day and will be paid for the full shift.

b) Employees will be paid at the appropriate rate of pay for hours travelled and/or worked as follows:

All hours travelled and/or worked in excess of eight (8) hours in a regular day shall be paid at the rate of time and one half for the first four (4) hours travelled and/or worked and double time thereafter.

Weekdays (Monday-Friday inclusive)

A minimum of eight (8) hours is guaranteed: where the daily total, including hours worked in the field and actual travel time, exceeds that level the additional time is allowed.

Weekends (Saturdays and Sundays)

The total of:

(1) actual travel time

(2) hours worked in the field

c) Base/Site labour

It may be necessary to m-schedule work preparatory to rocket firings to meet varying range conditions. On such occasions, employees will be required to work the irregular and extended periods necessary to meet firing schedules. In recognition of these working conditions the wage rate structure for each employee is established at fifty (50) cents per hour above his basic wage level. A premium of one hundred and twenty five (125) per cent of the R.F.S. wage structure will be paid for all hours worked with a guarantee of eight (8) hours per calendar, Monday to Friday. Employees will be paid for all time that they are required to be present at launch site or preparatory areas, without freedom to leave by reasons of being "on call" or awaiting transportation. Lunch breaks of not more than one-half hour taken in separate "on site" eating facilities away from the immediate work area will not be paid. Employees required to report to the launch site or preparatory areas for short periods of duty will be paid for a minimum of two (2) hours for each period.

d) Any time in excess of fifteen (15) minutes travelling to and from lodgings to Base/Site, will be included in time worked.

#### 4. Miscellaneous

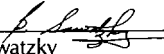
- a) As a general rule the statutory holidays observed in plant will be observed in the field unless work schedules or local custom makes this impractical. In this event basic straight time is to be taken within two (2) weeks of the crew's return to the plant.
- b) The conduct of individual members of a Rocket Firing Party is a direct reflection upon the reputation of both this Company and our country. Personnel, therefore, will be selected with this consideration in mind. Any employees behaving in a manner which would bring discredit to the Company whether during working hours or not, while a member of a Rocket Field Service Crew, will be returned to the Plant and may be subject to further disciplinary action.
- c) The Company will make every effort to ensure that the families of employees are informed of the date and approximate time that employees will be returning to Winnipeg upon completion of a firing detail, as these absences are, of necessity, of undetermined duration.
- d) The Company will pay traveller's cheque charge and currency exchange when crossing national boundaries or when operating in the north (as defined by Canadian Chartered Banks).
- e) The Company will pay the shipping costs of and provide insurance coverage for all personal tools, provided they are required, and are shipped as directed by the Company. The loss or theft of tools during transit or at the work site is to be reported to the Supervisor immediately on discovery, who will arrange for the completion of a standard declaration of loss form.
- f) Telephone calls, telegrams, or other urgent personal messages may at the discretion of the Supervisor be sent collect to the Company for relaying to the family of the employee concerned.
- g) The Company will provide appropriate cold or wet weather outer clothing.


#### 5. Laboratory Work

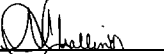
- a) Employees of the Rocket and Space Division required to work at customer or similar laboratories not at remote locations, shall be paid daily living and accommodation allowances and hourly premium, as laid down in the Letter of Agreement concerning Mobile Repair parties, and not as specified in Section 2, 3(b), and 3(c) of this letter.

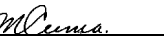
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
  
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Supervisor


  
A. Butler  
Senior Supervisor

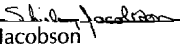
  
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Coordinator, Industrial  
Relations

  
M.A. Cuma  
Director, Human Resources

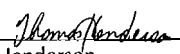
For Canadian Aerospace  
Workers, Local #5, Canadian  
Association of Industrial,  
Mechanical and Allied  
Workers:

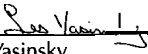
  
D. Rogers  
Chairman, Negotiating  
Committee

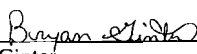
  
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President

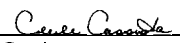
  
S. Jacobson

  
G. Versace

  
T. Henderson

  
L. Yasinsky

  
B. Ginter

  
C. Cassista  
National Staff Representative

LETTER OF AGREEMENT

between

BRISTOL AEROSPACE LIMITED  
ST. JAMES PLANT

and

C.A.I.M.A.W. LOCAL 5

Re: LONG TERM DISABILITY AND WEEKLY INDEMNITY

When an employee reaches the last date for which he has an attending physician's statement verifying unfitness for work and believes himself unfit to return to work, he will be required to attend his physician to obtain further certification.

If his physician certifies him unfit for work, a further attending physician's statement will be required to be sent to Great West Life to enable payments to continue.

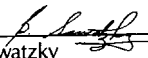
Should Great West Life require further verification of unfitness for work and should the employee wish his benefits to continue, the Company will require the employee to visit the Company physician during the first subsequent week of absence to verify continuing disability. If the Company physician confirms that the employee is unfit to restart work at that time, the employee will continue to receive benefits. Should the subsequent examination required by Great West Life confirm the individual's unfitness for work, the employee will continue to receive benefits.


Should the examination carried out for Great West Life prove that the employee was not entitled to receive benefit, the employee will reimburse the Company for the benefit incorrectly received by him.


Dated: July 2, 1991

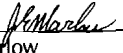
For Bristol Aerospace Limited:

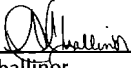
For Canadian Aerospace Workers, Local #5, Canadian Association of Industrial, Mechanical and Allied Workers:

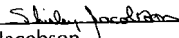
  
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Supervisor


  
D. Rogers  
Chairman, Negotiating Committee


  
A. Butler  
Senior Supervisor

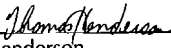
  
J. Marlow  
President

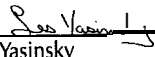
  
G. Challinor  
Coordinator, Industrial Relations

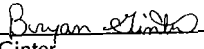
  
S. Jacobson


  
M.A. Cuma  
Director, Human Resources

  
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C. Cassista  
National Staff Representative

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