

**AGREEMENT made this 29th day of
March 2008**

between

BRISTOL AEROSPACE LIMITED

St. James Plant

RECEIVED
MAY 08 2008

CAW  TCA

CANADA

National Automobile, Aerospace,
Transportation and General Workers of
Canada (CAW-CANADA)

and

Its Local 3005



APRIL ■ 2008 TO MARCH 31, 2011

01922 (10)

TABLE OF CONTENTS

Article	Page
1 RECOGNITION/CO-OPERATION.....	4
2 REPRESENTATION.....	6
3 HUMAN RIGHTS IN THE WORKPLACE	11
4 STRIKES AND LOCKOUTS.....	13
5 GRIEVANCE PROCEDURE.....	14
6 ARBITRATION.....	16
7 TERMINATION OF EMPLOYMENT.....	18
8 SENIORITY	20
9 LEAVE OF ABSENCE	28
10 ACCIDENTS.....	33
11 BULLETIN BOARDS.....	34
12 HOURS OF WORK & OVERTIME.....	35
13 GENERAL HOLIDAYS.....	42
14 VACATIONS.....	46
15 PAYMENT OF WAGES.....	51
16 DEDUCTIONS.....	51
17 UNION SECURITY.....	52
18 EMPLOYMENT BENEFITS.....	53
19 CHARGEHANDS.....	58
20 BEREAVEMENT PAY	59
21 JURY OR CROWN WITNESS DUTY.....	60
22 JOB POSTING.....	61
23 CLASSIFICATION OF EMPLOYEES.....	62
24 SAVINGS CLAUSE.....	66
25 GENERAL PROVISIONS.....	66
26 PROTECTIVE CLOTHING	67
27 RENEWAL. AMENDMENT	
TERMINATION.....	68
SCHEDULE "A" - WAGE RATES & COLA.....	71
SCHEDULE "B" - JOB DESCRIPTIONS.....	74
SCHEDULE "C" - RETIREMENT	
SAVINGS PLAN	79

1 01922 (10)

SCHEDULE "D" – BENEFIT SUMMARY	83
LETTER OF AGREEMENT	
RE: TRAINING.....	110
LETTER OF AGREEMENT	
RE: CLASSIFICATION ROLL UP.....	111
LETTER OF AGREEMENT RE: SUPPLEMENTARY	
AGREEMENT BOILER ROOM.....	112
LETTER OF AGREEMENT	
RE: MOBILE REPAIR PARTIES.....	115
LETTER OF AGREEMENT	
RE: ROCKET FIELD SERVICE CREWS.....	119
LETTER OF AGREEMENT	
HEALTH AND SAFETY.....	123
LETTER OF AGREEMENT	
RE: DOMESTIC VIOLENCE	124
LETTER OF AGREEMENT	
RE: RECALL LAID OFF EMPLOYEES	
OUT OF PLANT.....	125
LETTER OF AGREEMENT	
RE: PENSION BRIDGE	127
LETTER OF AGREEMENT	
RE: IMPLEMENTATION OF HEAT	
TREATER CLASS.....	129
LETTER OF AGREEMENT	
RE: BENEFIT POLICY.....	131
LETTER OF AGREEMENT	
RE: TEMPORARY RECALL / TRANSFER.....	132
INDEX.....	135

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 5162 and MLB 5163 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.

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.

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 Plant Chairperson 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.

CO-OPERATION

1.08 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.

1.09 The Company and the Union agree to meet quarterly or more frequently if required, to discuss policy items of mutual interest. For purposes of these meetings, the Company shall recognize a Union Committee not to exceed seven (7) members.

Article 2 REPRESENTATION

2.01

- (a) The Union may select, and the Company shall recognize, a Bargaining Committee not to exceed seven (7) members, one of whom shall be the Plant Chairperson, to administer the affairs of the Union as they relate to plant operation. The President, or in the President's absence, the Vice-president of the Local will be ex-officio member of the committee, if not elected thereto. Members of this committee shall be employees of the Company. In any event, where meetings are provided for under this collective agreement a maximum of four (4) Union representatives will be permitted to attend unless mutually agreed otherwise, except in the case of collective bargaining all members of the Bargaining Committee and the ex-officio will be present at the meetings. The Company will endeavor, when practical and not in conflict with operational requirements, to not transfer members of the Bargaining Committee outside of the areas they were elected to represent. This will be effective from the beginning of the notice period, as outlined in Article 27.02, until the ratification of a new Collective Agreement.
- (b) The Chairperson of the Bargaining Committee shall be known as the Plant Chairperson. The Plant Chairperson shall be in plant on a full time basis for the purpose of administering the agreement in co-operation with the Bargaining Committee. The Plant Chairperson shall be allowed free access to and from the Company's operations

in the performance of their duties. They shall first notify the Area Manager, or their delegate before proceeding into their area. The Plant Chairperson will be provided with an office and office facilities including a desk, chair, telephone and filing cabinet.

- (c) The Co-chairperson of the Union Bargaining Committee or because of their unavailability, another designated representative of the Bargaining Committee shall substitute for the Plant Chairperson should the need arise. In any event, under no circumstances will the Company be responsible for paying more than one (1) person under this article.
- (d) The Plant Chairperson or their delegate shall receive the rate of pay equal to the rate for the job classification which they held prior to being elected and will be paid the equivalent of forty (40) hours per week at straight time and shall maintain all benefits as per the Collective Bargaining Agreement.
- (e) When the Plant Chairperson ceases to hold office, they shall be returned, consistent with their seniority to the classification and to the department in which they were employed at the time of their election.

2.02

- (a) The Union agrees to furnish the Company with the names of the members of the above Committee, 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 Bargaining Committee, 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 they have grounds for a grievance. On occasion, when a grievance requires more time for investigation, the time limit stipulated above may be extended by the Immediate Shop Supervisor or if unavailable the appropriate Manager or Director, 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 Shop Supervisor of the department where they are employed, prior to leaving their duties for the purpose of investigating a grievance, and on returning to their duties, and shall notify the Shop Supervisor of any department they may visit.

2.04 An accredited representative of the National Automobile, Aerospace and Transport and General Workers Union of Canada can be present at any meeting between the Bargaining Committee and the Management of the Company, at Step 3 of the Grievance Procedure. Not more than two (2) accredited representatives of the National Automobile, Aerospace and Transport and General Workers Union of Canada and not more than two (2) external advisors of the Company can be present at meetings between the Bargaining 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 their 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 their self 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.

2.08 The Company and the Union agree to maintain the established Joint Workplace Safety, Health and Environment Committee in accordance with the Workplace Safety and Health Act, the code of Practice for the Joint 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. The Co-Chairperson of the Committee will not be required to work on shifts other than day shift. The Company will endeavor, when practical and not in conflict with operational requirements, to ensure that an elected Union committee representative is located in each elected area of the plant.

2.09 The Company agrees to allow members of the Joint Workplace Safety, Health and Environment Committee educational leave for a period of four (4) normal working

days to a maximum of thirty two (32) hours per calendar year without loss of pay for the purposes of attending Workplace Safety, Health and Environment training seminars, programs or courses of instruction offered by the Workplace Safety and Health division, the Union, or approved by the Joint Workplace Safety, Health and Environment Committee.

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

2.11 The Joint Workplace Safety, Health and Environment Committee will recommend initiatives to ensure employees are aware of their right to refuse to perform work where the employee has reasonable grounds to believe and does believe that the particular work is dangerous to their safety and health or the safety and health of another worker or any other person in accordance with the Workplace Safety and Health Act as in effect on April 15, 1999.

2.12 The parties recognize the importance of confidentiality of employee health information;

- (a) All employee health information shall be stored separately from other employee information:
- (b) An employee has the right to access their health information on Company file including a right to request that corrections be made if necessary or a notation of the objection to be included on the employee file.

2.13 The Joint Workplace Safety, Health and Environment Committee may make recommendations to the Company to;

- (a) Evaluate substances used in the workplace to determine if less hazardous substances can be substituted,

- (b) Use less hazardous substances in the workplace in place of more harmful substances.

2.14 At 11:00 a.m. on April 28th of each year, a minute of silence may be observed in the workplace in memory of workers killed or injured on the job.

Article 3 HUMAN RIGHTS IN THE WORKPLACE

3.01 The Company and the Union agree that there shall be no intimidation, threat, coercion, harassment, or discrimination exercised, practiced or attempted with respect to any employee due to any of the following prohibited grounds:

- (a) ancestry, including color and perceived race;
- (b) nationality or national origin;
- (c) ethnic background or origin;
- (d) religion or creed, or religious belief, religious association or religious activity;
- (e) age;
- (f) sex, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy;
- (g) gender-determined characteristics or circumstances other than those included in clause (f);
- (h) sexual orientation;
- (i) marital or family status;
- (j) source of income;
- (k) political belief, political association or political activity;
- (l) physical or mental disability or related characteristics or circumstances, including reliance on a guide dog or other animal assistant, a wheelchair, or any other remedial appliance or device.

3.02 The parties agree to establish a Human Rights Committee made up of up to six (6) representatives from the Company and up to six (6) representatives from the Union to promote awareness, education and a better understanding of Human Rights issues.

3.03 The Human Rights Committee shall meet quarterly.

3.04 The Committee shall put forth recommendations respecting the concerns of Human Rights issues and will provide education and awareness on an ongoing basis.

- a) Promotion of awareness of what constitutes unlawful discrimination including harassment,
- b) Training recommendations in support of Human Rights matters will be made by the Human Rights Committee,
- c) Employee communication and awareness initiatives in support of Human Rights,
- d) Special initiatives to accommodate the needs of female, aboriginal, visible minority or disabled workers in our workplace,
- e) Develop procedures on Investigating Human Rights complaints,
- f) Other concerns of a Human Rights nature as identified from time to time.

3.05 The Company agrees to allow members of the Human Rights 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 purpose of attending Human Rights training seminars, programs or courses of instruction as agreed to by the joint Human Rights Committee. The joint Human Rights Committee may agree to allocate the total educational leave allowed under this Article disproportionately among the members of the Human Rights Committee.

3.06 The Joint Human Rights Committee will make recommendations with respect to the delivery of anti-harassment or other training in support of Human Rights. The cost of any such training will be in accordance with the Training Letter of Agreement between the parties as per the collective agreement.

3.07 The parties recognize that women in our workforce may have special needs for information or services. The parties recognize that a Women's Advocate in the workplace shall be selected by the Union and will be included as one of the six **(6)** representatives of the Union on the joint Human Rights Committee. The Women's Advocate will be responsible for representing these special needs at the Human Rights Committee.

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 they have been improperly dealt with or that the Agreement has been violated as it affects them shall have the right to use the following grievance procedure:

An employee who considers they have grounds for a grievance is required, if practicable, to discuss the matter with their immediate Supervisor, alone or accompanied by their 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 a member of the Bargaining Committee.

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 their answer with an explanation of the decision in writing to the Shop Steward involved or a member of the Bargaining Committee within three (3) 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 their answer with an explanation of the decision in writing to the Shop

Steward involved or a member of the Bargaining Committee within three (3) working days after receipt of the 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 their delegate, who shall meet with the Bargaining 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 Plant Chairperson and the Director, Human Resources. All settlements of grievances arrived at by agreement between the Director, Human Resources, and the Bargaining Committee shall be final and binding upon the Company, its employees and the Union. If the Director, Human Resources, and the Bargaining 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 or the Plant Chairperson, 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 Plant Chairperson, 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 notices of warning, suspension and discharge given to employees must bear the signature of their immediate Supervisor. The Divisional Director or their delegate will discuss such notices with the Plant Chairperson or their delegate, accompanied by one other member of the Bargaining Committee prior to issue or as soon as practical in extenuating circumstances. A copy of any such notice will be given to the Plant Chairperson, after it has been issued.

5.06 Disciplinary notices and written reference to such, including notes to file, 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 the twelve (12) month period. No disciplinary action may be taken by the Company against an employee if not presented to the Union within fifteen (15) working days after the alleged incident became known to the Company.

5.07 A copy of a grievance will be submitted to the Director, Human Resources, or their delegate at the time it is first prepared.

Article 6 ARBITRATION

6.01 Should the Company and the Bargaining 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 Arbitration for final settlement. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

6.02 The Arbitrator shall be chosen in rotation order from the following panel:

Michael Werier
Diane Jones
Gavin Wood
David Marr
Arnold Peltz
Blair Graham

6.03 If any of the above individuals is requested in their turn to act as Arbitrator and is unable (within a (6) six month time frame) or unwilling to act, they shall not again be requested to act as Arbitrator until their name comes up again in regular rotation of the panel.

The Company and the Union agree to meet to discuss the additions or deletions of Arbitrators to the panel. Any changes must be mutually agreed upon.

6.04 Each of the parties hereto, shall equally share the costs and expenses of the Arbitrator.

6.05 The decision of the Arbitrator shall be final and binding upon the parties to the Agreement. The Arbitrator 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 Arbitrator finds that the grievor was improperly dismissed, suspended, or laid off, the grievor shall, if they so

rule, be reinstated. Reimbursement of lost earnings will be specified by the Arbitrator, but shall in no case be greater than their regular earnings had the *grievor* remained employed by the Company

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 them 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 their discharge and the reasons for discharge of any employee shall be given to the Plant Chairperson or their delegate by the Company, before the termination of the employee's period of notice. Any employee who feels they have been unjustly discharged and decides to grieve such action, shall do so under Article 5.01.

7.02 In the event of a layoff, the Bargaining Committee shall be given fifteen (15) working days written notice and the employees *to be laid off* shall be given a minimum of ten (10) 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 Bargaining 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 lay off, 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 an 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 their probationary period and who intends to terminate their employment, shall give the Company five (5) working days advance notice except in circumstances beyond their control, in which case the employee shall give the Company twenty-four (**24**) hours notice in writing. Any employee who has given notice to the Company of their intention to terminate their employment, is required to maintain their 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 Plant Chairperson and the President of the Union on a confidential basis. In such cases, written advice will be given to the Plant Chairperson, 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

8.01 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 their 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

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

- (c) Employee applications to exercise their Company wide seniority in accordance with Article 8.04 (b) will be referred to a committee consisting of two (2) representatives selected by the union and two (2) representatives selected by the Company.

The function of this committee will be to assess and evaluate the merits of bump applications and report their findings to the Union and the Company. Applications to bump into previously held classifications shall not be disputed.

If the majority of the Committee approves a bump application, the bump will be permitted. If the Committee does not approve a bump application, the employee may reapply for another bump and/or may access the grievance procedure set forth in the collective agreement.

- (d) Laid off employees unable to exercise their bumping rights will be required to complete the "Recall for Laid Off Employees Out of Plant" Letter of Agreement at the time of layoff.

8.05 Seniority with the Company shall continue to accrue during an employee's period of layoff, as long as the employee 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 When work again becomes available in a classification, the laid-off and displaced employees shall be recalled in accordance with their bargaining unit seniority provided the employee is able to do the work available and has not lost seniority in accordance with Article 8.09 below.

If an employee previously held the classification to which they are being recalled, the wage level will be set at their previous wage level achieved in that classification or at their current wage level, whichever is greater.

If an employee has not previously held the classification to which they are being recalled, the wage level will be set no less than at three (3) wage levels lower than the top rate for that classification if the employee has already attained that level. If the employee has not attained that level, the wage level will be set at the highest level attained by the employee.

An employee will be deemed able to do the work available if the employee:

- (a) Held the affected classification before, or
- (b) Has the necessary skills and ability to perform work in the classification affected.

An employee who either exercised their bumping rights, instead of taking a layoff, or who has accepted a recall notice at a different classification, shall be returned to their previous classification, at their previous wage level, if the employee so desires, when work again becomes available in their former classification, provided the employee is the most senior displaced employee and has not previously refused a written recall to the position.

A displaced employee is one who, as a result of a layoff, occupies a position in a classification other than the one they occupied prior to the lay off date.

For the purpose of this Article, an employee is considered to be on the layoff / displacement list at the time the employee is issued a Notice of Lay Off.

8.07 Employees to be recalled shall be provided notice as follows:

- (a) Employees to be recalled from lay off outside the plant may be contacted by joint telephone call from the Director of Human Resources or their delegate and the Plant Chairperson or their delegate. The employee shall have five (5) calendar days from the date of telephone contact to notify of their intention to return to work. Return to work shall occur within fourteen (14) calendar days of acceptance or at a mutually agreeable date.

Employees who have not been contacted by telephone shall be sent notice of recall by registered mail at their last known address on Company files. They shall have seven (7) calendar days from the date of notification of registered mail to return to work or to notify the Company of their intention to return to work at a mutually agreeable date.

The "Recall for Laid Off Employees **Out** of Plant" Letter of Agreement will set forth the manner in which a laid off employee outside of the Plant will be recalled.

- (b) Employees to be recalled from displacement inside the plant will be notified in writing, and will be given two (2) working days from the date of receipt, to accept or reject, in writing, the opportunity to return to the classification. If rejected, future opportunities in the rejected classification will not be offered to the employee.
- (c) Employees occupying a position in a classification as a result of a successful posting after the lay off date will only be entitled to recall to the position they occupied at the time of their lay off.

- (d) Employees will be removed from the displacement list after five (5) years from their lay off date and will no longer be considered displaced.

A copy of all such notices will be given to the Plant Chairperson forthwith.

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

The Company will advise the Plant Chairperson 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 in accordance with Article 8.07 a), of their intention to return to work, at a mutually agreeable date.

- (f) Failure of an employee on lay off to notify the Company in accordance with Article 8.07 a), whether the employee will accept a job in another classification at a wage level lower than that held prior to lay off. Where the employee does not accept, but does notify the Company, their recall rights will not be affected. If the employee accepts, they will return to work at a mutually agreeable date.
- (g) Layoff of an employee for a period exceeding five (5) years. Laid off employees are responsible to ensure the Company is advised of any skills, knowledge or ability they have acquired while on lay off.

The period specified in (e) and (9) above may be extended by the Company if the employee gives a reason satisfactory to the Company for their failure to report.

- (h) If an employee is out of the bargaining unit in excess of the period of time as outlined in Article 8.15.

8.10 When a layoff is necessary due to lack of work, the Plant Chairperson 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 Bargaining 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 Plant Chairperson with an employee layoff/displacement list.

8.11 The Company agrees to provide the Plant Chairperson with a copy of the Seniority List pertaining to all employees within the bargaining unit monthly. 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

- (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 the employee leaves the training area and enters the shops. On satisfactory completion of their probationary period their seniority will date from the date of entry into the course of training.
- (2) A regular employee of the Company (i.e. one who has completed their 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 less than the probationary period as outlined in Article 8.01, shall be credited with the time spent in the shops as part of their probationary period, and shall complete the balance of their probationary period after completion of their 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 their 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 Plant Chairperson 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 Bargaining 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 twelve (12) months from the time of their transfer out. The employee may transfer back to the bargaining unit at their previous classification during the twelve (12) months and maintain said seniority, provided that there are no employees, with greater seniority who possess the required skill and ability, on the lay-off/displacement list.

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) person/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.

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

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 Bargaining 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 their service, unless the reasons given are satisfactory to the Company. The Bargaining 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.

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 the employee 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 their classification or other work in which the employee is able to do, at the time of their 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 requests within five (5) working days. If the request is not answered within the time limit it shall be deemed to have been accepted providing the request was submitted fifteen (15) working days prior to the commencement of leave.

9.09 Maternity Leave / Parental Leave

1. Maternity Leave

The Company will grant a pregnant employee up to seventeen (17) weeks of leave of absence for maternity, subject to the following conditions:

- (a) The employee may be required to furnish a medical certificate verifying pregnancy.
- (b) The leave of absence period without pay shall be from

seventeen (17) weeks prior to the expected termination of the pregnancy or on the date of delivery whichever is earliest and ending not later than seventeen (17) weeks after the termination of the pregnancy.

- (c) Maternity leave of absence 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 their normal work at an earlier date.
- (d) 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 EI maximum subject to approval of the Employment Insurance Commission.
- (e) An employee taking a leave of absence for maternity shall under normal circumstances provide the Company with a minimum of four (4) weeks notice before the intended start date. If returning early, the employee shall provide the Company with two (2) weeks notice.

2. Parental Leave

The Company will grant an employee up to thirty-seven (37) weeks unpaid parental leave of absence for an employee who becomes the natural parent of a child or legally adopts a child. Parental leave must be taken within one (1) year of the birth or adoption of the child, subject to the following conditions:

- (a) An employee who is taking both maternity and parental leave of absence will take their parental leave of absence immediately following the expiration of their maternity leave of absence.
- (b) An employee may be required to furnish a copy of the child's birth certificate, or the certificate of adoption at the time of request or as soon as practical.
- (c) An employee taking a parental leave of absence shall under normal circumstances provide the Company with

a minimum of four (4) weeks notice before the intended start date. If returning early, the employee shall provide the Company with two (2) weeks notice.

3. Compassionate Care Leave

An employee shall receive a leave of absence without pay for Compassionate Care of up to eight (8) weeks in order to provide care or support to a seriously ill family member subject to the following conditions:

Eligibility:

The employee must have worked for the Company for at least thirty (30) days prior to the intended date of leave, unless otherwise agreed to by the Company.

Criteria:

The employee must provide a medical certificate from the family member's physician certifying that the employee's family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks and the family member requires the care or support of another family member;

A family member for the purpose of this provision shall be defined as:

- The employee's spouse or common-law partner (including same sex partner);
- The employee's child or the child of his/her common-law partner;
- The employee's father or mother;
- The employee's father's spouse/common-law partner or mother's spouse/common-law partner.

Notice:

The employee must apply in writing two (2) weeks prior to taking the leave, unless circumstances necessitate a shorter period.

Leave:

The employee may take no more than two (2) periods of leave totalling no more than eight (8) weeks, which must end no later than twenty-six weeks after the day the first period of leave began. No period of leave may be less than one (1) weeks duration.

Return:

The employee may end their compassionate leave early by giving the Company forty-eight (48) hours notice.

Seniority and Service:

The employee's seniority and service will not be affected by a leave under this provision.

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 their request for gate passes, provided that this does not conflict with operational requirements.

9.11 Paid Education Leave

The Employer agrees to pay into a special fund two cent (.02) per hour per employee for all hours worked for the purpose of providing paid education leave. The purpose of such leave will be to upgrade employee skills in all aspects of trade union functions. Such monies will be paid on a monthly basis into a trust fund established by the National Union, CAW, and forwarded by the Company to: CAW Paid Education Leave Program, CAW Family Education Centre, P.O. Box 897, Port Elgin, Ontario NOH2C5.

Midnight Shift will be counted as eight (8) hours worked.

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 their Immediate Supervisor.

10.02 When an employee is injured while at work so seriously as to require immediate medical attention, the employee shall be administered first aid, if possible. When necessary, the employee will be referred to a medical facility and will be paid for all regular time lost by reason of such injury on the date the employee was injured up to the end of their shift. In the event their injury is of such a serious nature that the employee requires medical attention outside of the plant, it will be reported through their immediate supervisor.

10.03 Should an employee be injured while working overtime so seriously as to require immediate medical attention, the employee 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 a medical facility for further medical treatment resulting from their injury, the employee shall be paid for regular time lost on the day of such treatment, provided that the employee does not also receive payment for lost time from the Workers Compensation Board. The Safety Centre, Supervisor or Security shall arrange for transportation to the medical facility for treatment. The employee will be required to provide the Company with satisfactory evidence of their 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 their work area, as to require immediate medical attention, the employee shall be administered first aid, and will be referred to a medical facility. The Safety Centre, Supervisor or Security shall arrange for transportation to a medical facility for treatment. In the event that an employee suffers any lost time due to this illness, the employee may submit claim for payment as provided for in Clause 10.01 above, in the case of injury. If the Workers Compensation Board accepts the employee's claim for reimbursement of earnings on days subsequent to the day of illness, the employee shall be paid for time lost on the day of illness.

If the employee is not absent on days subsequent to the day of illness, the Safety Centre, through consultation from a medical professional shall advise whether the employee's illness was or was not caused by conditions in their work area. If the Company is not satisfied that payment is justified, they shall consider all other medical advice submitted.

10.07 Should there be a dispute as to whether a disability claim is work related, (covered by Workers Compensation Board benefits), such a claim for disability benefits will be referred to the current insurance carrier for consideration and processing (notwithstanding any limitations other than medical evidence of disability) pursuant to existing disability benefits entitlement.

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 Foster 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

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.
2 nd (afternoon) Shift	4:15 P.M. to 12:45 A.M.
3 rd (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 Bargaining 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 multi-shift basis, and will advise the Bargaining 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 where employees may mutually agree to trade on a 1 for 1 basis. Any mutually agreed trades in shifts will require adequate notice and prior approval by the Cell Leader, providing such approval is not unreasonably withheld, in order to ensure a smooth operation and proper payroll administration.

Any employee who is on straight shift and is not involved in multi-shift rotation shall be given at least one week's notice of shift change unless mutually agreed and except where the change is dictated by circumstances beyond the Company's control.

An employee's placement in the multi-shift rotation will not be changed unless mutually agreed or unless notification is given at least one (1) week prior to the change, except where the change is dictated by circumstances beyond the Company's control.

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 their 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:

Second Shift - employees assigned to this shift shall work for eight (8) hours and shall be paid a premium of seventy-five (75) cents per hour worked.

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 seventy-five (75) 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

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.

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.

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 the employee is assigned shall qualify for overtime pay regardless of the amount of regular time the employee works.

12.13 All overtime in excess of twelve (12) hours per week shall be paid at the rate of double time.

12.14 Overtime shall be voluntary. However, it is agreed that employees will co-operate where possible in working overtime when requested.

The parties agree that it is desirable to distribute and allocate available overtime as equitably as possible amongst those employees within a classification within a department who are willing and able to perform the work available.

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 their holiday pay, be paid at the rate of double time.

12.17 An employee who, after having left the plant upon completion of their last regular shift or assignment, returns to work not continuous with their 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.

12.18 An employee reporting for their scheduled shift but for whom no work is available shall be paid eight (8) hours

time at their regular rate. Any employee unable to report for work for any reason will take reasonable measures to inform their Immediate Supervisor or their delegate at the earliest possible time.

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 their regular shift the employee will be entitled to a fifteen (15) minute break with pay, to be taken at the end of the regular shift, 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.

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

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 the following process will apply:

(1) Normal schedule will consist of quantity five (5) different shifts as follows:

Shift 1: Midnights	Mon. 00:45 to Fri 07:45
Shift 2: Days	Mon. 07:45 to Fri 16:15
Shift 3: Evenings	Mon. 16:15 to Sat 00:45
Shift 4: Weekend 1	Sat. 00:45 to Sun 12:45
Shift 5: Weekend 2	Sat. 12:45 to Mon 00:45

(2) Normal rotation will be done equally every two weeks for each shift except where employees may mutually agree to trade on a 1 for 1 basis.

(3) Any mutually agreed trades in shifts will require adequate notice to the Cell Leader in order to ensure a smooth operation and proper payroll administration.

(4) Employees involved in Seven Day Operation will be grouped and rotated through a schedule as follows:

- Group 1 Midnight shift
- Group 2 Day shift
- Group 3 Evening shift
- Group 4 Week-end shift 1
- Group 5 Week-end shift 2

(5) Premium pay as per the Collective Agreement shall apply.

(6) Employees on the weekend shift will be paid 40 hours for 24 hours worked (regular pay plus applicable shift premium). (Note: If a shift is missed, the employee misses 20 hours.)

- (7) Weekend shifts will be counted as 20 hours or 2.5 days as they relate to W.I. Benefits, Bereavement, Jury duty, Vacation, and PEL Company Contributions.
- (8) As most Statutory Holidays fall on days other than Saturday or Sunday, employees scheduled to work on weekend shifts will receive the holiday pay without additional time off. Normal CBA provisions will apply to those scheduled on other shifts at the time the Scheduled Holiday occurs.

12.25 Seven (7) days before any department or process is to be placed on a regular seven (7) day week basis, the Bargaining 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 will be hired with the definite understanding that they may be required to work shift work as required by the Company. However, the Company will continue to educate employees on the effects of shift work.

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.

12.28 The purpose of having on call maintenance personnel is to provide timely responses to matters requiring immediate attention in the plant.

All qualified employees within the selected on call maintenance job classifications will be eligible to participate and be compensated for being on call provided the employee:

- Volunteers; and
- Has been assigned to be on availability by his / her supervisor; and

- Has been available to come to work during the day of the assignment.

Compensation for on call maintenance personnel wearing a pager (provided by the Company) will be:

- \$10/day on the day the employee is scheduled to work.
- \$15/day on the day the employee is not scheduled to work.

12.29 An employee who is being accommodated by the Company for medical reasons must have written authorization (including limitations) from their physician prior to participating in overtime work. Accommodation includes, but is not limited to participation in a rehabilitation program, graduated return to work program, modified duties, shift restriction, etc.

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:

HOLIDAY

Year 1	Year 2	Year 3
Victoria Day May 19, 2008 (Mon)	May 18, 2009 (Mon)	May 24, 2010 (Mon)
Canada Day July 1, 2008 (Tue)	July 1, 2009 (Wed)	July 1, 2010 (Thu)

Civic Holiday

Aug. 4, 2008 (Mon) Aug. 3, 2009 (Mon) Aug. 2, 2010 (Mon)

Labour Day

Sept. 1, 2008 (Mon) Sept. 7, 2009 (Mon) Sept. 6, 2010 (Mon)

Thanksgiving Day

Oct. 13, 2008 (Mon) Oct. 12, 2009 (Mon) Oct. 11 2010 (Mon)

Remembrance Day

Nov. 11, 2008 (Tue) Nov. 11, 2008 (Wed) Nov. 11, 2010 (Thu)

Christmas Day

Dec. 25, 2008 (Thu) Dec. 25, 2009 (Fri) Dec. 27, 2010 (Mon)

Boxing Day

Dec. 26, 2008 (Fri) Dec. 28, 2009 (Mon) Dec. 28, 2010 (Tue)

Floating Holiday

Dec. 29, 2008 (Mon) Dec. 29, 2009 (Tue) Dec. 29, 2010 (Fri)

Christmas Eve-Half / New Year's Eve-Half

Dec. 31, 2008 (Wed) Dec. 31, 2009 (Thu) Dec. 30, 2010 (Thu)

New Year's Day

Jan. 1, 2009 (Thu) Jan. 1, 2010 (Fri) Dec 31, 2010 (Fri)

Louis Riel Day

Feb 16, 2009 (Mon) Feb 15, 2010 (Mon) Feb 21, 2011 (Mon)

Good Friday

April 10, 2009 (Fri) April 2, 2010 (Fri) April 22, 2011 (Fri)

Note:

Should the plant be closed on December 30, 2008 and December 30, 2009, employees may use a day of vacation to cover this time or they will be entered as on approved Leave of Absence (unpaid) on the attendance log.

- (b) All qualified (2nd) and (3rd) shift employees will receive a full day off with pay on the last working 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 they are 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, the employee shall nevertheless receive payment for the holiday if their 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 the employee 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.

Article 14

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) percent of their earnings with the Company during the year ending May 31st.
- (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) percent of their earnings with the Company during the year ending May 31st.
- (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) percent of their earnings with the Company during the year ending May 31st.
- (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) percent of their earnings with the Company during the year ending May 31st.
- (f) Employees who at May 31st have completed thirty (30) or more years of service are entitled to six (6) weeks 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:
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 the employee received Workers Compensation Benefits or Weekly Indemnity Benefits paid under this Agreement, shall be considered as worked time for the purpose of calculating their 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 vacation entitlement may be made at the employee’s option as follows:
- a. Actual vacation pay as vacation is actually taken; or
 - b. Entire vacation pay at the time vacation is first taken.

Employees selecting option b will be required to submit their request in writing, to Human Resources, on or before March 31st of each year.

Employees will be required to take their outstanding vacation entitlement in accordance with Article 14.07.

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 shutdown 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 February 28th 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 Vacation entitlement shall be awarded by seniority, subject to operational requirements and departmental workloads, and shall be scheduled as follows:

- a) For vacations between June 1st and November 30th, the employee shall request the time off on or before March 31st. In the event of a plant shutdown the employee shall also designate the weeks as contemplated in Article 14.05. In the event that approval can not be given the employee shall be notified by the Company and alternative vacation requests shall be dealt with for affected employees. Employees shall be notified of their approved dates awarded by April 15th.
- b) For vacations between December 1st and May 31st, the employee shall request the time off on or before September 30th. In the event that approval can not be given the employee shall be notified by the Company and alternative vacation requests shall be dealt with for affected employees. Employees shall be notified of their approved dates awarded by October 15th. In the event an employee has not requested time off, the date(s) will be scheduled by the Company and taken by the employee prior to May 31st.

Once approved, vacation dates cannot be changed without mutual consent in writing between the Company and the employee.

14.08 An employee cannot be off work on both an approved vacation and a disability claim at the same time. An employee is required to apply all of his/her vacation time entitlement for a vacation year within that vacation year except as outlined in Article 14.09 & 14.10. An employee is considered to be on

vacation effective the first calendar day of approved vacation. An employee is considered to be off vacation effective the first calendar day the employee is scheduled to work.

If an employee is off work on disability (such as a weekly indemnity claim, workers compensation board claim, or long term disability claim) and the time off work overlaps (pre) approved scheduled vacation, then the applicable (pre) approved scheduled vacation days will be canceled and rescheduled in accordance with the provisions of the collective agreement and Article 14.10.

14.09 If an employee is off work on vacation and becomes ill or injured while on vacation (applies to Weekly Indemnity claims only), then:

The employee will complete the day on which the illness or injury occurred and go on disability in accordance with the Company's governing Weekly Indemnity policy guidelines. Applicable vacation days would be cancelled and rescheduled in accordance with the provisions of the collective agreement, the Company's governing Weekly Indemnity policy guidelines, and this Article.

Vacation is considered consecutive if it is uninterrupted by an employee working a scheduled shift.

14.10 If an employee is off work and:

- a) is on a disability claim (such as a weekly indemnity claim, workers compensation board claim, or long term disability claim); and
- b) the time off work overlaps a Bristol vacation year, which starts on June 1 and ends on May 31 (i.e. the employee goes on disability on or before May 31 and returns from disability on or after June 1); and
- c) the employee has vacation time entitlement remaining from the vacation year that ended May 31;

Then the employee may be required to apply any and all such remaining paid vacation time entitlement immediately, beginning the first day of work the employee is scheduled to return from disability on a full-time basis. This implies that an employee who returns to work on a gradual return to work program (less than a full shift) would not be required to apply their remaining vacation time entitlement until they completed their gradual return to work program.

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 direct deposit on Friday of the next week following, unless that Friday is a holiday, when they will be paid on the preceding Thursday.

15.04 The Company shall pay wages (inclusive of holiday pay, DPSP Contribution, WCB, UI premiums, CPP and Payroll tax) to attend union business outside the plant and will bill the union monthly for reimbursement of above. The Union will, in making the election or selection of the above employees, give recognition to the operating requirements of the Company.

Article 16 DEDUCTIONS

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

Article **17**
UNION SECURITY

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. This shall include initiation fees, but shall not include 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, telephone numbers 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

18.01 The company will contribute the total cost and provide in accordance with the policies and plan documents the benefits listed in Schedule "D". It is noted the provisions of this article of the Collective Agreement and the provisions of Schedule "D" are intended to provide a general description only of the various Employee Benefits Plans and must be read together with the benefits policies. Specific terms of each plan are those contained in the policies issued to the Company by the Benefits Carrier. No changes shall be made to the policies, benefits or trust agreements provided under Article 18 and Schedule "D" which would affect an employee's benefits entitlement under this agreement, except by mutual agreement between the Company and the Union. The Company will provide the Union with the trust agreements that relate to the DPSP and RRSP Programs. Grievances alleging violation of the Collective Agreement respecting employee benefit entitlements will be dealt with in accordance with the Grievance Procedure established in the Collective Agreement.

18.02 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).

It is agreed that the benefit described in 18.02, 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 the Company and the Union and the Insurer subject to the approval of the attending physician and subject to the terms of the Long Term Disability Income Insurance benefits policy. Joint development and implementation of the rehabilitation program may begin within one month of LTD Benefits having started;

- (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 and the Union. 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. Modified duties of a less demanding nature within the employees regular classification.
 3. Any gainful occupation which is of a less demanding nature than the employee's regular occupation.
 4. A formal vocational training program.

Where necessary a job site analysis will be conducted and reviewed by the Company and the Union prior to implementation of the rehabilitation for an employee.

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

1. The date on which the employee is able to perform their 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 cannot continue in a rehabilitation program due to disability the employee will be subject to the regular provisions for benefit payments.

18.03 A Weekly Indemnity Plan providing eighty-five (85) percent of regular earnings in the event of absence due to illness or non-occupational 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.

18.04 The following benefits are included and covered in Schedule "D"

- a) Prescription Drugs
- b) Supplementary Hospital and Ambulance Plan
- c) Weekly Indemnity Plan
- d) Long Term Disability
- e) Group Life Insurance
- f) Accidental Death and Dismemberment
- g) Paid Up Life
- h) Extended Health Care
- i) Vision Care
- j) Dental Care

18.05 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, their termination of service, or their attainment of age sixty-five (65).

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

18.07 To ensure continuity of benefits coverage employees will keep the Company advised of changes to family or dependent status.

18.08 An Extended Health Care/Vision Care Plan providing vision care benefits up to two hundred and fifty (250) dollars every two (2) years. This benefit may be accumulated if not used for a period of four (4) years providing the accumulated total does not exceed \$400 over the last 48 months. This amount may include an eye exam.

18.09 Clauses 18.01 to 18.08 and 18.11 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 under this 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.

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 layoff of an employee due to work shortage.
- (b) The Company will continue, at no expense to the employee, the Extended Health, the Drug Insurance and Semi-Private Hospital and Ambulance Insurance

Plans for twelve (12) months following the retirement of an employee for employees who retire between date of ratification and March 31, 2003.

Effective April 1, 2003 employee's who retire on or after April 1, 2002 will be eligible for the RHTF provided they have over ten (10) years of service on retirement at age fifty-five (55) or more.

The parties agree to set up a Retirees Health Trust Fund (RHTF). The Trust Fund will be solely administered by the Union. The Company will collect and forward the monies to the Union for deposit to the Trust Account. The RHTF is created in order to fund the following retiree benefits: Drug Insurance, Semi-private Hospital and Ambulance Insurance, Vision Care, Extended Health Insurance Plans.

The RHTF will be funded by the Company contributing \$0.05 per hour worked from each active employee commencing November 1, 2002. Effective on the date of ratification the Company will contribute an additional \$0.01 (\$0.06 total) per hour worked from each active employee. Effective April 1, 2006, the Company will contribute an additional \$0.01 (\$0.07 total) per hour worked from each active employee.

In no case will the Company be responsible for funding short falls in the trust fund.

- (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/parental leave.

18.11 A Retirement Saving plan is provided for in this Agreement: terms and conditions are as outlined in Schedule "C". The RRSP/DPSP plan will be reviewed jointly by the Company and the Union Semi-annually and any problems will be jointly addressed for resolution as required.

18.12 A pension supplement of \$500/month will be paid to eligible employees who retire at age 60 or later providing they have accumulated 30 years of service with the Company. This benefit will terminate on the employees 65th birthday and no longer be payable.

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.

Duties may include but are not limited to:

- a) demonstrating and instructing employees in work or processes:
- b) being responsible for furnishing and interpreting accurate required information to assigned employees and others associated with the work:
- c) planning, sequencing and coordinating work, and eliminating ordinary difficulties with assigned employees and others associated with the work;
- d) individually and in groups, make detailed daily work allocations, including area housekeeping and

management approved shift/work centre transfers, as instructed by the supervisor, but will not make basic work assignments which affect the classification of employees.

Employees selected to perform Charge Hand responsibilities shall not make, as a result of solicitation by the supervisor, recommendations concerning employment, release, transfers, upgrading or disciplinary action relative to other employees.

19.03 For their Chargehand duties they will be paid a premium of seventy (70) cents per hour in addition to their regular rates of pay.

Article 20 **BEREAVEMENT PAY**

20.01 When a bereavement occurs in the immediate family of an employee, the employee shall be allowed up to four (4) working days off with pay at their regular rates.

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 their regular rate of pay to attend the funeral of their grandparents, brother-in-law, sister-in-law, son-in-law and daughter-in-law. An employee shall also be allowed two (2) working days off at their regular rate of pay to attend the funeral of their grandchildren.

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, the employee shall be obligated 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 numbers of days paid for.

Article 21 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 their normal wages, including any shift premiums the employee would normally be paid for that day. Their next pay will be reduced by the amount of Juror or Witness fees the employee receives. The employee will be required to inform their Immediate Supervisor of the days on which the employee serves, and to provide evidence of the fees received, to ensure the employee is paid in accordance with this Article.

Article 22

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 within ten (10) working days of the awarding of the posting of the result of their applications.

The Company will provide the Plant Chairperson with a copy of job postings and maintain and place on the Bulletin boards a current list of all previously expired postings.

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 within ten (10) working days of the awarding of the posting. Their wages will be adjusted to commensurate with their job qualifications.

In no case will the wage rate be less than Wage Level 7 if the employee has already attained Wage Level 7 in any job classification.

22.02 Employees seeking a transfer to a specific classification, department, or training opportunity, may, although no vacancy or opportunity 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 their classification shall be reclassified when the employee 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 their performance in the new classification and shall return them to their original classification if their performance is not satisfactory, or the employee may request and will be granted within this same period a return to their original classification if the employee so wishes. If their performance is satisfactory and the employee remains in the new classification, this probationary period shall be included as time spent towards their 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 their progression date, about their 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 their 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 Plant Chairperson or their delegate accompanied by one other member of the Bargaining Committee and the Director, Human Resources or their 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 their test results. Failure of the test does not forfeit the employee's right to proceed to arbitration.

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

If their grievance concerned their qualification for reclassification, and their grievance is upheld or the employee passes the test, the employee will be reclassified when work at the higher classification is regularly required of them 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 Plant Chairperson or their delegate, accompanied by one other member of the Bargaining Committee and the Director, Human Resources, or their 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 their scheduled progression, all written comments shall be brought to their attention. The employee will be required to sign a written acknowledgment that this has been done, and the employee must indicate whether they agree or disagree with the comments. Any comment not brought to their 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, their 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, their 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 restrictions 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 the 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 costs of such replacements.

25.02 The Company will pay the full cost of any formal training 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 their home during such training. Employees will be paid at the appropriate rate of pay for hours traveled and/or in training.

All hours traveled 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 traveled 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 as well as other employees required to work outside in inclement

weather will be supplied with parkas, outer pants and boots in the winter or as needed. Where specialized protective clothing is required by the Company for a specific operation the costs 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 AND TERMINATION

27.01 This agreement shall become effective on April 1, 2008 and shall remain in full force and effect until March 31, 2011, unless changed by mutual consent of the parties hereto.

27.02 The Agreement shall remain binding from year to year after March 31, 2011 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 within one hundred and twenty (120) days from the date of signing.

For
Bristol Aerospace Limited



W. Wiebe
Director, Human Resources

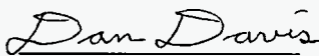


R. Nadeau
Group Leader, Manufacturing

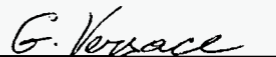


K. Alexander
Manager, H.R. Services

For
National Automobile
Aerospace and Transport
And General Workers Union
of Canada (CAW - CANADA)
Local 3005



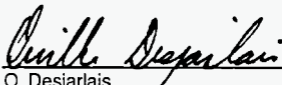
D. Davis
Plant Chairperson



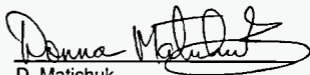
G. Versace
President



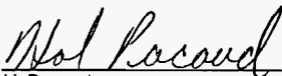
D. Carswell




O. Desjarlais



D. Matichuk



H. Pacaud



H. Peterson



G. Scollnik



F. Murphy
National Representative

Schedule "A"

Wage Level		1	2	3	4	5	6	7	8	9	10	11	12
April 1, 2008		23.53	22.75	21.90	20.91	20.16	18.84	18.00	17.13	16.22	14.99	13.85	12.83
April 1, 2009		23.65	22.86	22.01	21.01	20.26	18.93	18.09	17.22	16.30	15.06	13.92	12.89
April 1, 2010		23.89	23.09	22.23	21.22	20.46	19.12	18.27	17.39	16.46	15.21	14.06	13.02
Classification													
1	Tool Die Maker	1	2	3	4	5	6	7	8	9	10	-	-
2	Machinist	1	2	3	4	5	6	7	8	9	10	-	-
3	Welder	1	2	3	4	5	6	7	8	9	10	-	-
4	Machine Welder	-	1	2	3	4	5	6	7	8	9	-	-
5	AC Mechanic	1	2	3	4	5	6	7	8	9	10	-	-
6	Electronics Tech	1	2	3	4	5	6	7	8	9	10	-	-
7	Rocket/Target Mech.	1	2	3	4	5	6	7	8	9	10	-	-
8	Inspector	1	2	3	4	5	6	7	8	9	10	-	-
9	Carpenter	1	-	2	3	4	5	6	7	8	9	-	-
10	Maint. Mechanic	1	2	3	4	5	6	7	8	9	10	-	-
11	Maint. Plumber	1	2	3	4	5	6	7	8	9	10	-	-
12	Maint. Elec	1	2	3	4	5	6	7	8	9	10	-	-
13	Painter/Maint. Painter	-	1	2	3	4	5	6	7	8	9	-	-
14	Maint. Helper	-	-	-	-	1	2	3	4	5	6	-	-
15	Sht. Metal Mech.	-	1	2	3	4	5	6	7	8	9	-	-
16	Sht. Metal Mc. Op.	-	1	2	3	4	5	6	7	8	9	-	-
17	Comp. Fabricator	-	-	1	2	3	4	5	6	7	8	-	-
18	Stores Attndt.	-	-	-	1	2	3	4	5	6	7	-	-
19	Tool Grinder	1	2	3	4	5	6	7	8	9	10	-	-
20	Sp. Proc. Operator.	-	-	1	2	3	4	5	6	7	8	-	-
21	Heat Treat	-	-	1	2	3	4	5	6	7	8	-	-
22	Sweeper/ Laundry	-	-	-	-	-	-	1	2	3	4	-	-
23	Learner	-	-	-	-	-	-	-	-	-	-	1	2

The above Schedule A includes an amount of \$0.90 which was folded in during a prior Collective Agreement. The amount of COLA produced by the algorithm set out in the following pages will receive a downward adjustment of \$0.90 in future calculations to compensate for this rolled-in amount.

SCHEDULE "A" - COST OF LIVING ALLOWANCE

In addition to the wage rates of each employee and subject to the conditions and provisions set forth herein, a Cost of Living Allowance (COLA) shall be paid to each employee based on the following:

A. Effective the first pay period on or after February 1, 2001 and thereafter each employee shall receive a cost of living allowance as set forth in this section.

B. The amount of COLA shall be determined in accordance with increases in the Consumer Price Index, 1992=100, hereafter referred to as the "1992 CPI".

C. In determining the three (3) month average of the indexes for a specified period, the computed average shall be rounded to the nearest 0.1 index point - i.e., .05 and greater rounded upward and less than .05 rounded downwards.

D. The COLA shall be computed using the three month average of the 1992 CPI for July 2000, August 2000, September 2000 as the base index. This base index is 114.1.

E. The COLA will be payable on an hourly basis. One (1) cent per hour increases in the COLA shall become payable for each .0750 increase in the appropriate 3 month average of the 1992 CPI over the base index, in accordance with the following table:

SCHEDULE "A" - COST OF LIVING ALLOWANCE

Effective Date of Adjustment	Based upon three month average of the 1992 CPI from:
First pay period beginning on or after:	
May 1, 2008	January, February, March 2008
August 1, 2008	April, May, June 2008
November 1, 2008	July, August, September 2008
February 1, 2009	October, November, December 2008
May 1, 2009	January, February, March 2009
August 1, 2009	April, May, June 2009
November 1, 2009	July, August, September 2009
February 1, 2010	October, November, December 2009
May 1, 2010	January, February, March 2010
August 1, 2010	April, May, June 2010
November 1, 2010	July, August, September 2010
February 1, 2011	October, November, December 2010
And at three calendar month intervals thereafter	And at three calendar month intervals thereafter

F. The amount of COLA in effect at the time shall not be incorporated into an employee's base rate but will be included in the calculation of all overtime (on a straight time basis), vacation, holiday, bereavement and jury or crown witness payments, payments under Article 12.17, and in the calculation of Weekly Indemnity and Long Term Disability benefits.

G. In the event Statistics Canada ceases monthly publication of the Consumer Price Index or changes the form or the basis

of calculating the index, the parties agree to ask Statistics Canada to make available for the life of this agreement, a monthly index in its present form and calculated on the same basis as the index for January 2001.

SCHEDULE "B"

Preamble to Job Classifications

The brief description for each job classification is not intended to include the entire job content, but only to give examples of the level of experience and skill required. Accordingly, an employee may not necessarily be required to regularly perform all the work operations described in a job classification, and may also be required to perform operations which are listed in other classifications.

Within each classification company-wide seniority shall be the governing factor when a layoff is necessary due to lack of work in the classification affected.

An employee to be laid *off* may exercise his/her company-wide seniority to displace an employee with less seniority in another classification.

The company will provide training to an employee who chooses to bump into another classification, provided the employee has the necessary formal education and / or work experience and has demonstrated the necessary skills and abilities needed to perform the work in the classification being bumped.

- 1. Tool & Die Maker** - Has all-round capability, in both bench and machine work, although may excel at and specialize in one aspect. Performs bench tool, die, jig, fixture work. May work in one of the following specialties; plaster patterns, blank and pierce die, jig and fixture.

2. **Machinist** - Sets up and operates in accordance with operation sheets or drawings for all levels of work, any of the following, C.N.C., E.D.M., or conventional machine tools with proper instruction and training.
3. **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.
4. **Machine Welder** - 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. Required to set up and operate all types of resistance welders or automatic fusion or electron beam.
5. **Aircraft Mechanic** - Dismantles, repairs, assembles, installs, rigs, functions, services, trouble shoots aircraft and/or components and/or ground support equipment. To ensure airworthiness where applicable, may be required to carry out engine ground runs. A premium of 62¢ per hour will be paid to each employee who is required and certified to carry out engine ground runs.
6. **Electronics Technician** - Dismantles, repairs, assembles, fabricates, bench test, functions, services, trouble shoots any aircraft, rocket or target system, may be required to attend launch facilities for final checkout and assembly of system and launch equipment, to ensure airworthiness where applicable. Specific certifications may be required such as NASA operators soldering proficiency certificate.
7. **Rocket/Target 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 on rocket and/or target system.

8. **Inspector** - Independently inspects, tests, functions mechanical and electrical systems, equipment, components, tools, dies, templates, fixtures, first *off* parts, for conformance to the technical requirements and determines serviceability. Must be able to read drawings and use measuring equipment and specialized inspection equipment such as **CCMM** as required. Conduct survey inspection as required. Carry out inspection of special processes such as welding, heat treat, and chemical processes, physical testing or **NDT** inspection. Maintains records, and documentation as required.
9. **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.
10. **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.
11. **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.
12. **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.

13. **Painter / Maintenance 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. Applies various types of paint or other protective coatings to plant support equipment and buildings.
14. **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.
15. **Sheet Metal Mechanic** - 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. 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.
16. **Sheet Metal Machine Operator** - Sets up and operates sheet metal machines such as N.C. punch, brake, stretch presses, drop hammer for the purpose of forming, punching, shearing metal and/or components. Works to blueprint to develop layouts and operation requirements for all types of operations.
17. **Composite Fabricator** - 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.

18. **Stores Attendant** - Receives, ships, stores, inventories, issues and packs Company and Customer products in accordance with established standards and shop order instructions and established clerical and record keeping procedures. Fabricates and repairs suitable cartons when required and operates material handling equipment. 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. Maintains general housekeeping in immediate work area.

19. **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.

20. **Special Process Operator** - Cleans by hand, solvent bath, or other processes, aircraft interiors and exteriors, sub-assemblies, parts and manufactured items. Has a knowledge of cleaning agents used, and strips paint and other contaminants from above. Required to use blasting equipment and shot peening equipment for surface preparation. Carries out electro plating / conversion processes, induction braze and chemical processes.

21. **Heat Treat** - Loads and unloads furnaces as directed and adjusts furnace controls to specified settings in accordance with plant processes. With a minimum of supervision is capable of setting up and adjusting furnace and bath temperatures and atmosphere controls as required. Has good knowledge of all heat treat processes and equipment, (heat treating, tempering, annealing,

normalizing, aging, etc.). Tests hardness of materials as required.

22. **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.
23. **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 service shall be assigned to a classification.

SCHEDULE "C" RETIREMENT SAVINGS PLAN

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

EMPLOYEE

Any constant amount bi-weekly, with a minimum of two (2) percent 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.

Participants who have become totally and permanently disabled and are unable to engage in regular employment may contribute from their Weekly Indemnity Benefits Plan an amount equal to that which they would have normally contributed to the plan.

Where an employee elects to make such a contribution, Company contributions shall be made in accordance with Section 4 of the DPSP.

EMPLOYER

Equal to the employee contributions, to a maximum of 5.75% regular pay, excluding overtime, etc. subject to payment being entitled to be made under the Income Tax Act.

Effective April 1, 2004

The employer contribution maximum will increase to 6.00% on an employee minimum contribution of 6.25%.

INVESTMENT

Contributions will be submitted bi-weekly, within fifteen (15) days of the pay date and credited to each employee's account and will be invested on pooled funds of a trust or insurance Company selected by the Company as the Investment Manager.

Each participant may direct any portion of funds contributed to the "participant's" DPSP or RRSP for investment and reinvestment among the investment options offered by the trustee at any time.

ADMINISTRATION

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.

Quarterly statements shall specify the date which the participant joined and shall list the participants beneficiary.

The carrier will provide a toll free telephone line to enable members to access the following types of information: - balance inquiries - statement inquiries - withdrawal inquiries - demographic changes such as address, beneficiary changes, etc.

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.
- (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) personal accounts plus one (1) spousal account at the employees option as follows:

Employee Account

Consists of employee personal contributions plus earned interest.

Spousal Account

Consists of employee's contributions declared by employee as spousal contributions plus earned interest.

EMPLOYER ACCOUNT

Consists of regular employer contributions plus earned interest, plus forfeited employer contributions that have been contingently allocated to you, plus earned interest.

FORM OF RETIREMENT INCOME PLAN

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

BENEFITS ON DEATH BEFORE RETIREMENT

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

BENEFITS ON TERMINATION

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

BENEFITS ON DEATH BEFORE RETIREMENT

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

OPTIONS FOR SECURING EMPLOYEE RRSP FUNDS

The employee, at their option, shall be allowed to transfer their uninsured RRSP portion to another financial institution of their choice when their funds exceed insurable limits.

GENERAL

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]). Employee 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. The above amendments are subject to appropriate regulatory and legislative approvals prior to implementation.

* Policies to reflect the amended changes.

SCHEDULE "D"

Preamble

The provisions of Schedule "D" are intended to provide a general description only of the various Employee Benefit Plans and must be read together with the benefit policies. Specific terms of each plan are those contained in the policies issued to the Company by the Benefits Carrier. In some instances Schedule "D" includes portions of benefits policy contract text and in other instances excludes relevant portions of benefits policy contract text. Therefore Schedule "D" is only to be read as a general narrative of benefits. No changes shall be made to the policies, benefits or trust agreements provided under Article 18 and Schedule "D" which would affect an employee's benefit entitlement under the agreement, except by mutual agreement between the Company and the Union. Grievances alleging violation of the Collective Agreement respecting

employee benefit entitlements will be dealt with in accordance with the Grievance Procedure established in the Collective Agreement.

Benefit Summary

Employee Life insurance	\$40,000
Paid up Life Insurance	A Paid Up life insurance policy for three thousand (\$3,000.00) dollars will be issued to employees with over ten (10) years of service on retirement at age fifty five (55) or more, but in any event with over ten (10) years of service on reaching the age of sixty-five (65).
Employee Basic Accidental Death, Dismemberment and Specific Loss	\$40,000
Voluntary Employee Life insurance (premiums to be paid by employee)	Available in \$10,000 units to a maximum of \$300,000 for you and/or your spouse
Voluntary Accidental Death, Dismemberment and Specific Loss (premiums to be paid by employee)	Available in \$10,000 units to a maximum of \$300,000 for employee and dependents
Weekly Indemnity Plan Injury	Waiting period No waiting period

Illness	Three days. If you are hospitalized, benefits will begin on the day you are hospitalized
Maximum benefit period	26 weeks
Amount	85% of weekly earnings
Long Term Disability Benefits	182 days for injury or if hospitalized during first 3 days of sickness, otherwise 185 days
Waiting period	
Amount	60% of your monthly earnings
Healthcare	
Deductible	Nil
Reimbursement Levels	100% subject to the Basic Expense Maximums
Basic Expense Maximums	
Hospital	Semi-private room
Nursing	\$3,000 each calendar year per person
Chronic Care	\$3,000 each calendar year per person
Prescription Drugs	100%
Nicotine Resin Containing Products	\$1,000 lifetime per person
Ambulance Services	100%
Custom-fitted Orthopedic Shoes	1 pair each calendar year per person
Orthopedic Shoes (when not part of a brace)	50%

All other expenses orthopedic shoes (when part of a brace)	100%
Myoelectric Arms	\$10,000 per prosthesis per person
External Breast Prosthesis and Surgical Brassiers	\$100 single (every 12 month per person) \$200 double (every 12 months per person)
Wheelchairs, Hospital Beds and Breathing Equipment	\$1,000 lifetime per person
Mechanical or Hydraulic Patient Lifters (excluding electric stair lifts), Outdoor Wheelchair Ramps, Blood-glucose Monitoring Machines, Air Purifiers, Transcutaneous Nerve Stimulators and Extremity Pumps for Lymphedema	\$250 lifetime per person
Custom-made Compression Hose	100%
Wigs for Cancer Patients or if a result of an accident	\$1,000 lifetime per person
Cardiac Rehabilitation Program	\$300 lifetime per person

Paramedical Expense Maximums

Dieticians	\$350 each calendar year per person
------------	--

Physiotherapists	\$350 each calendar year per person
Psychologists/Social Workers	\$350 each calendar year per person
Athletic Therapists	\$100 each calendar year per person
Chiropodists	\$350 each calendar year per person

Vision Care Expense Maximum

Glasses and Contact Lenses	\$250 every 24 months per Person (\$400 if accumulated total does not exceed \$400 over the last 48 months)
Eye Examinations	Cost of eye examinations (included in glasses and Contact Lenses maximum)
Lifetime Healthcare Maximum	Unlimited, subject to any maximums identified for the covered services or supplies

Dental care

Payment Basis	The current dental association fee guide in effect in your province of residence on the date the expense is incurred
Deductible	Nil

Reimbursement Levels

Basic Coverage	100%
Major Coverage	100%
Orthodontic Coverage	50%
Accidental Dental Injury Coverage	100%

Dental Plan Maximums

All treatment except for orthodontics	\$1,500 each calendar year per person
Orthodontic treatment	\$1,500 lifetime per child
Accidental dental injury treatment	\$1,000 each calendar year per person

COMMENCEMENT AND TERMINATION OF COVERAGE

The Company provides the following benefits to all employees, spouses of employees, and their dependent children.

Benefits are available to an employee's legal or common-law spouse. To be eligible, a common law spouse or same sex partner must be registered at the time of employment, otherwise there shall be a one-year waiting period from the date of registration to the Company.

You are eligible for hospital, ambulance and drug coverage on the date your employment begins. You are eligible for Life, Weekly Income Benefits, LTD, Dental Care, and the balance of Healthcare and Vision Care coverage after 90 days of employment.

Employees with recall rights who return to work are eligible for benefits on the first day of return to active employment.

- You and your dependents will be covered as soon as you become eligible. Your coverage terminates when your employment ends, or you are no longer eligible, or the plan terminates, whichever is earliest.
- Your dependents' coverage terminates when your insurance terminates or your dependent no longer qualifies, whichever is earlier.

- When your coverage terminates, you may be entitled to an extension of benefits under the plan. The Company will provide you with details at that time.

DEPENDENT COVERAGE

Dependent means:

- Your spouse, legal or common-law.
- A common-law spouse is a person who has lived with you as your husband or wife for at least 1 year, including same-sex partner.
- Your unmarried children, natural, adopted or foster child, or step-child of the employee or the covered spouse, under age 21, or under age 25 if full-time students.
- Children under age 21 are covered if they are a full-time student. A child is considered a full-time student if registered at an elementary, high school, university, or similar educational institution for 15 hours a week or more sometime in the last 6 months.
- Children who are incapable of supporting themselves because of physical or mental disorders are covered without age limit if the disorder begins before they turn 21, or while they are students under 25, and the disorder has been continuous since that time.

An employee is eligible to cover a dependent on the later of:

- the date the employee becomes eligible
- the date the employee acquires a qualified dependent.

EMPLOYEE LIFE INSURANCE PLAN

You may name a beneficiary for your life insurance and change that beneficiary at any time by completing a form

available from your employer. On your death, the Company will explain the claim requirements to your beneficiary. The plan administrator will pay your life insurance benefits to your beneficiary.

- Your life insurance terminates when you reach age 65.

ACCIDENTAL DEATH, DISMEMBERMENT AND SPECIFIC LOSS (AD&D) INSURANCE PLAN

This benefit is payable, in addition to any other insurance benefit, for loss of life, limb, sight and hearing, paralysis or loss of use, as the result of accidental bodily injuries occurring within 365 days from the date of an accident.

The coverage applies to 24 hours a day, 365 days a year, on the job or at home, anywhere in the world.

Amount of Principal Sum

The employees described under ELIGIBILITY are insured for a Principal Sum amount equal to their principal sum amount under the basic group life insurance plan. The Basic AD&D Principal Sum amount is subject to the same maximums that apply under the basic group life plan.

Table of Losses

If an Insured Person's injury results in any of the following losses within 365 days after the date of accident, we will pay the sum set opposite such loss.

The amount payable for all losses sustained by an Insured Person as the result of any one accident will not exceed the following:

1. with the exception of Quadriplegia, Paraplegia or Hemiplegia, the Principal Sum;

2. with respect to Quadriplegia, Paraplegia or Hemiplegia, two times the Principal Sum.

The full Principal Sum will be paid for the loss of:

Life; Both Hands or Both Feet; Entire Sight of Both Eyes; Speech and Hearing in Both Ears; One Hand and One Foot; One Hand and the Entire Sight of One Eye; One Foot and the Entire Sight of One Eye; Loss of Use of: Both Hands or Both Feet: or One Hand and One Foot.

Three-Fourths of the Principal Sum will be paid for the loss of

One Arm or One Hand; One Leg or One Foot; Entire Sight of One Eye; Speech; Hearing in Both Ears; Loss of use of: One Arm or One Hand; One Leg or One foot.

One-Third of the Principal Sum will be paid for the loss of:

Hearing in One Ear; Thumb and Index Finger; Four Fingers of One Hand

One-Sixth of the Principal Sum will be paid for the loss of

All Toes of One Foot

Two-times the Principal Sum will be paid for Total Paralysis

of:

Both Upper and Lower Limbs (Quadriplegia); Both Lower Limbs (Paraplegia); Upper and Lower Limbs of One Side of Body (Hemiplegia)

Loss means with regard to:

- hand or foot, actual severance through or above wrist or ankle joint;
- arm or leg, actual severance through or above elbow or knee joint;
- sight, speech or hearing, entire and irrecoverable loss thereof;

- d) thumb and fingers, actual severance through or above the metacarpophalangeal joints;
- e) toes, actual severance through or above the metatarsophalangeal joints;
- f) movement of limbs, complete and irreversible paralysis of such limbs.

Effective Date

Employees are insured under this plan on the date they become eligible.

Beneficiary Designation

There is no separate beneficiary designation form for the Basic Accidental Death & Dismemberment plan. Any benefit payable for loss of life is payable to the same beneficiary designated by the Insured Person under the group life plan. If no such designation exists, the benefit will be paid to the Insured Person's estate.

Termination of Individual Insurance

Coverage for each Insured Person terminates on the earlier of; the date the policy terminates; or the premium due date on or next following the date the person ceases to be an eligible person.

An employee whose employment with the Company extends beyond age 65 will continue to be covered for AD&D in the principal amount of three thousand (\$3,000.00) dollars.

Conversion Option

All insured employees whose employment is terminated for reasons other than attainment of the policy age limit (65), non-payment of premium or termination of the Master Insurance Policy, have the right to convert their coverage to an individual AD&D policy with the current carrier.

WEEKLY INDEMNITY PLAN

If you are disabled, the plan will provide you with a weekly income of 85% of your regular weekly earnings. Benefits begin after the waiting period is over, and continue for 26 weeks or until you are no longer disabled, whichever is earlier.

- To receive weekly income benefits you need not to be confined at home, but your disability must be severe enough to prevent you from performing productive work at Bristol Aerospace.
- If you have not seen a physician on or before the end of the waiting period, benefits will not start until after the first date of treatment by a physician. You must be under the continuous personal care of a physician and participating in a treatment program appropriate for the impairment, which is causing the disability.
- When available, modified or alternate work will be offered to employees on a full or part time basis. All disabled employees are expected to return to a level of employment that is consistent with their condition. An employee may request union representation during their return to work discussion.
- A disability is considered a recurrence if it arises from the same sickness or injury and starts before you have completed 2 weeks of continuous full-time work.

Limitations

Your Weekly Income Disability benefits will be reduced by any amounts paid under WCB or an Automobile Insurance Plan where permitted by law.

No benefits are paid for:

1. weekly income benefits for a disability shall commence to accrue upon the expiration of the waiting period but in no event prior to the day the employee is treated by a physician or surgeon;

2. for any disability resulting from intentionally self-inflicted injuries, whether the employee is sane or insane;
3. for any disability resulting from voluntary participation in war, riot or insurrection;
4. for the portion of a period of disability during which the employee is
 - (a) imprisoned in a penal institution; or
 - (b) confined in a hospital, or similar institution, as a result of criminal proceedings;
5. for the portion of a period of disability during which the employee is eligible to receive benefits under any Workers' Compensation Law or any similar law; unless due proof is submitted to the administrator that the employee has been disqualified for such benefits.

LONG TERM DISABILITY PLAN

Commencement and Duration of Benefits

Long Term Disability Insurance provides you with regular income to replace salary or wages lost because of a lengthy disability due to accident or sickness.

Your first benefit is payable after you have been disabled for more than 182 days for injury or if hospitalized during first 3 days of disability, otherwise 185 days (called the Elimination or Waiting Period), and you will continue to receive LTD payments for as long as your disability continues, but not beyond your 65th birthday.

LTD benefits will be paid for the first two years following commencement of payments if you are unable to perform your regular work. After two years, LTD benefits will continue as long as your disability prevents you from performing any work for which you are or can become reasonably suited by your education, training or experience, but not beyond your 65th birthday.

Amount of Monthly **LTD** Benefit

The plan will provide you with a monthly benefit, before co-ordination with other income, of 60% of your regular monthly salary or wages.

Your LTD Insurance payments will be coordinated with other income or benefits you may receive during disability. This is done as follows:

Your monthly benefit will first be directly reduced by any amount paid under

- Workers' Compensation or similar program, or
- The Canada or Quebec Pension Plan.

Reductions of Coverage

The amount of the gross benefit specified in the Schedule of Insurance shall be reduced as follows. The monthly benefit may also be reduced subject to the All Source Maximum described in this section.

1. By the amount of income payable to the employee under a pension or retirement plan of the employer, or any plan or arrangement resulting in the payment of any salary, wage or other payment by the employer to the employee during the total disability;
2. By the amount of any income or benefit payable under:
 - a) any Workers' Compensation law or similar law;
 - b) the Canada Pension Plan or Quebec Pension Plan benefits outlined in the Schedule of Insurance;
 - c) any other plan or program of any government or the Crown or of any subdivision or agency of the government or the Crown, including any plan or program established pursuant to a provincial automobile insurance act. The Insurer shall not reduce the monthly benefit in respect of benefits payable by the Employment Insurance Commission.

An employee must apply for all benefits or income for which he/she may be or may become eligible under any of the preceding sources. (2 (a), (b), (c))

Your LTD Insurance amount will then be adjusted if necessary so that your monthly income from these sources together with your LTD Insurance amount does not exceed 80% of your regular monthly earnings when last at work.

It is further provided that total income from all sources including your LTD benefit under this plan and your rehabilitative employment income cannot exceed 80% of your pre-disability income.

Note: Once benefits commence under this plan, your LTD benefit will not be further reduced by any increases in your Canada or Quebec Pension Plan benefits which result from an increase in the Pension Index.

Rehabilitation Feature

As an incentive to encourage you to return to gainful employment, prior to full recovery after a total disability, you may perform certain work without forfeiting benefits under this program. This plan allows you to receive increased income in connection with work performed in an approved rehabilitative program. The plan co-ordinates your LTD Insurance with only 50% of the earnings you receive during the first 24 months of rehabilitation employment provided your total income during a rehabilitative program does not exceed 80% of your pre-disability income.

Pre-Existing Condition Limitation

Subject to all other terms and conditions of the policy, benefits shall be payable for or on account of any disability commencing after the effective date of an employee's insurance under this policy, provided that:

For a disability that is caused or contributed to by, or is a consequence of, a sickness or injury for which the employee has received medical treatment or services or has taken a prescribed drug or drugs or medicine at any time before the effective date of insurance, benefits are only payable to that employee:

- (a) If the employee completes an uninterrupted period of 90 days during which employee receives no treatment or medical services or supplies for the condition. The 90 day period must end on or after the effective date of the employee's insurance; or
- (b) If the total disability begins after the employee has been insured under the plan for 12 consecutive months.

In the event that this is a replacing contract, then for purposes of the above paragraph only, the effective date of insurance (for an employee insured under a previous contract covering this group) will be deemed to be the last date from which the employee has been continuously insured.

- To qualify for LTD benefits, you need not be confined to your home, but you must be under the continuous care and personal attendance of a physician (M.D.)
- This plan does not provide benefits:
 - 1) for any portion of a period of disability unless the employee is receiving ongoing supervision/treatment by a physician deemed appropriate by the Insurer for the impairment which is causing the disability. The employee will not be paid for any portion of a period of disability during which he/she does not participate in the treatment program recommended by said physician;
 - 2) for any portion of a period of disability during which the employee is receiving treatment by a therapist unless such treatment is recommended by a physician;

- 3) for disability resulting from injury or disease which occurred while the employee is on active duty in the armed forces of any country, state or international organization or for disability resulting from war or act of war, whether declared or undeclared;
- 4) for disability resulting from participation in the commission of a criminal offence;
- 5) for disability resulting from intentionally self-inflicted injury or disease or attempted self-destruction, whether the employee is sane or insane;
- 6) during any unpaid leave of absence (including maternity leave);
- 7) for a disability which commences on or after a strike or layoff begins, subject to any provincial Employment or Labour Standards Act.

Continuous Period of Disability

If an employee who was receiving Long Term Disability benefits becomes disabled from the same or related causes within 6 month(s) after return to active work, he/she will be considered disabled for one continuous period. If an employee has returned to active work for one full month and becomes disabled from different and unrelated causes, he/she will begin a new period of disability.

Conversion Privilege

If you change jobs, you may apply for an individual LTD policy (one of the standard conversion policies offered by the insurer), without taking a medical examination. You must apply within one month of the date you start your new job, however, and you must start your new job within six months of the date you leave your present one.

HEALTH-CARE PLAN

All expenses will be reimbursed at the level shown in the **Benefit Summary**. Benefits may be subject to plan maximums and

frequency limits. Check the Benefit **Summary** in the front of Schedule D for this information.

The plan covers the following services and supplies if they are not covered under your provincial government plan and provincial law permits the plan to cover them. All covered services and supplies must represent reasonable treatment. Treatment is considered reasonable if it is accepted by the Canadian Medical profession.

Covered Expenses

- Ambulance transportation to the nearest centre where essential treatment is available.
- Semi-private room and board in a hospital in Canada.

For out-of-province accommodation, any difference between the hospital's standard ward rate and the government authorized allowance in your home province is covered.

The plan also covers the hospital facility fee related to dental surgery and any out-of-province hospital out-patient charges not covered by the government health plan in your home province.

- The plan covers the government authorized co-payment for accommodation in a nursing home
- Services of a registered nurse, licensed practical nurse or registered nursing assistant who is not a member of your family, but only if the patient requires the specific skills of a trained nurse

You should apply for a pre-care assessment before home nursing begins.

- Chronic care, provided in a hospital, nursing home or for home nursing care, for a condition where improvement or deterioration is unlikely within the next 12 months.
- Drugs and medicines which are prescribed by a physician

or dentist for the treatment of injury or illness and dispensed by a licensed pharmacist

For drugs eligible under a provincial drug plan, coverage is limited to the deductible amount and co-insurance you are required to pay under that plan.

- Rental or purchase of certain medical supplies, appliances and prosthetic devices prescribed by a doctor or as deemed necessary by the attending physician.
- Rental or purchase of a wheel chair, hospital beds and breathing equipment is a combined maximum of \$1,000 in a person's lifetime; and all other durable medical equipment is a combined maximum of \$250 in a person's lifetime.
- Blood and blood plasma: charges for blood and blood plasma if not available free of charge through the Canadian Blood Services.
- Custom-made foot orthotics and custom fitted orthopedic shoes, including modifications to orthopedic footwear
- Diabetic supplies including insulin, syringes, Novolin pens, testing supplies and insulin infusion sets
- Blood-glucose monitoring machines
- Diagnostic x-rays and lab tests
- Nutritional counselling by a registered dietician
- Treatment of movement disorders by a licensed physiotherapist
- Treatment by a registered psychologist or qualified social worker
- Services of a qualified chiropodist.
- Services of a qualified athletic therapist.
- Charges for treatment rendered under a recognized cardiac rehabilitation program where such treatments have been prescribed by the attending physician for rehabilitation after myocardial infarction, coronary bypass surgery or valve replacement or for the management of angina pectoris.

Claiming for Extended Health Benefits

Claims for eligible expenses under the Extended Health Care program must be submitted on Extended Health claim forms and supported with itemized receipts. Claim Forms are available from the Company.

Out-Of-Country Emergency Care

Medical expenses incurred outside your home province are covered when you or your dependent is outside Canada for vacation, business or education purposes and the expenses arise as a result of a medical emergency.

The plan covers the following services and supplies related to the initial medical treatment:

- treatment by a physician
- diagnostic x-ray and laboratory services
- hospital accommodation in a standard or semi-private ward or intensive care unit, if the confinement begins while you or your dependent is covered
- medical supplies provided during a covered hospital confinement
- paramedical services provided during a covered hospital confinement
- hospital out-patient services and supplies
- medical supplies provided out-of-hospital if they would have been covered in Canada
- drugs
- out-of-hospital services of a professional nurse
- ambulance services by a licensed ambulance company to the nearest centre where essential treatment is available

If you are being treated outside Canada and your medical condition permits you to return to Canada, benefits will be limited to the amount payable under this plan for continued treatment outside Canada or the amount payable under

this plan for comparable treatment in Canada, plus return transportation, whichever is less.

Vision Care Plan

Under Vision Care employees will be reimbursed for 100% of eligible expenses as described below:

Vision Care Benefit

Reimbursement of eye care expenses up to a maximum of \$250 per person every 24 months. This benefit may be accumulated if not used for a period of four (4) years providing the accumulated total does not exceed \$400.00 over the last 48 months. This amount may include an eye exam.

Limitations

No benefits are paid for:

- Expenses private insurers are not permitted to cover by law
- Services and supplies the person is entitled to without charge by law or for which a charge is made only because the person has insurance coverage
- Services and supplies that do not represent reasonable treatment
- Services and supplies associated with:
 - treatment performed only for cosmetic purposes
 - contraception, other than oral contraceptives
 - Extra medical supplies that are spares or alternates
- Services or supplies received outside Canada except as listed under Out-of-Country Emergency Care
- Services or supplies received out-of-province in Canada unless the person is covered by the government health plan in their home province and the Plan would have paid benefits for the same services or supplies if they had been received in the person's home province
- Expenses arising from war, insurrection, or voluntary participation in a riot

- Vitamins, minerals, food products, weight loss products, or dietary supplements
- Any drug or item which does not have a drug identification number as defined by the Food and Drugs Act, Canada
- Proprietary or patent medicines registered under the Food and Drugs Act, Canada
- Homeopathic preparations, unless federal or provincial legislation requires a prescription for their sale
- Vision-care services and supplies required by an employer as a condition of employment

How to Make a Claim

Out-of-province claims must be submitted to your Provincial Medicare Plan before you submit your claims to the Company Plan.

See your Human Resources Department for information on how to file a claim. Complete the form, making sure it shows all required information.

Attach your receipts to the claim form and return it to the benefit payments office as soon as possible, but no later than 24 months after you incur the expense.

DENTAL CARE PLAN

All expenses will be reimbursed at the level shown in the Benefit Summary. Benefits may be subject to plan maximums and frequency limits. Check the Benefit Summary for this information.

The plan covers reasonable and customary charges to the extent they do not exceed the dental fee guide level shown in the **Benefit Summary**.

Treatment Plan

Before incurring any large dental expenses, or beginning

any orthodontic treatment, ask your dentist to complete a treatment plan and submit it to the plan. The benefits payable will be calculated for the proposed treatment, **so** you will know approximately in advance the portion of the cost you will have to pay.

Basic Coverage

The following expenses will be covered in accordance with the dental fee guide in effect in your province of residence on the date the expense is incurred:

Diagnostic services including:

- one complete oral examination every **36** months
- limited oral examinations twice every **12** months
- periodontal examinations twice every **12** months
- complete series of x-rays every **3** years
- intra-oral x-rays to a maximum of **16** films every **2** years and a panoramic x-ray every **2** years. Services provided in the same **12** months as a complete series are not covered

Preventive services including:

- polishing and topical application of fluoride each twice every **12** months
- scaling, combined with periodontal root planing
- space maintainers including appliances for the control of harmful habits
- finishing restorations
- interproximal diskling
- recontouring of teeth
- pit and fissure sealants

Minor restorative services including:

- caries, trauma, and pain control
- amalgam and tooth-coloured fillings. Replacement fillings are covered only if the existing filling is at least **2** years old or the existing filling was not covered under this plan

- retentive pins and prefabricated posts for fillings
- prefabricated crowns for primary teeth

Endodontics. Root canal therapy for permanent teeth will be limited to one course of treatment per tooth.

Periodontal services including:

- root planing, combined with preventive scaling
- occlusal adjustment and equilibration

Denture maintenance, including:

- denture relines once every 36 months
- denture rebases once every 36 months

Oral surgery

Adjunctive services

Major Coverage

- The following procedures are limited to once in a 5-year period:
 - a) Crowns
 - b) Gold inlays and onlays
 - c) Jackets, crowns and bridges to rebuild and replace missing teeth
- Inlays, crowns, bridges, full dentures, partial dentures, including facing on crowns or pontics (false teeth) more often than once every 5 calendar years

Orthodontic Coverage

- Orthodontics are covered for children up to 18th birthday

Accidental Dental Injury Coverage

- Major dental services as a result of an accident up to a maximum of \$1,000 per year per person
- Charges for dental treatment resulting from accidental injury to jaw or natural teeth. Treatment must start within

90 days after the accident unless delayed by a medical condition.

Limitations

- No benefits are paid for:
- Full mouth x-rays, panoramic and cephalometric x-rays more often than once every 2 calendar years
- Complete clinical examinations more often than once every 3 calendar years
- Prophylaxis or application of fluoride, recall and oral examinations more than twice in any calendar year
- Gold, crown, or fixed bridge when another material or procedure would have been a reasonable substitute consistent with generally accepted dental practice. Where a reasonable substitute was possible, the covered expense is that of the customary substitute.
- Services purely cosmetic in nature, or for purely cosmetic reasons
- Charges for broken appointments
- Congenital malformations, e.g., cleft palate prosthesis
- Charges for services rendered prior to the effective date of coverage
- Services for temporomandibular joint dysfunction including night guards
- Charges for treatment other than by a dentist, except for treatment performed in a dental office under the supervision and direction of a dentist by a personnel duly licensed or certified to perform such treatment under applicable professional statutes and regulations.
- Separate charges for general anaesthesia except in connection with office procedures as specified in the Agreement
- Inlays, crowns, bridges, full dentures, partial dentures, including facings on crowns or pontics (false teeth) more often than once every 5 calendar years
- Fees arising out of extra services arranged for privately between the patient and the dentist.

- Implants
- Services for orthodontic treatments rendered to eligible dependents who begin the treatment after their 18th birthday
- Appliances which were lost, broken or stolen
- Charges for dental hygiene instruction, plaque control programs, nutritional counselling or supervised fluoride brush-in (self-administered)
- Any procedure in connection with forensic dental
- Polishing restorations, diagnostic photographs, bleaching of teeth, precision attachments
- Provision for facilities on connection with general anaesthesia, hypnosis and dental psychotherapy
- Charges for completion of claim forms
- Relines or rebases more often than once every 3 calendar years
- Root canal on a permanent tooth more than once per lifetime per tooth
- Any procedures not specifically listed as a covered expense

How to Make a Claim

See your Human Resources Department for information on how to file a claim. Have your dentist complete the form and return it to the benefit payments office as soon as possible, but no later than 24 months after the dental treatment.

COORDINATION OF BENEFITS

Benefits for you or a dependent will be directly reduced by any amount payable under a government plan. If you or a dependent are entitled to benefits for the same expenses under another group plan or as both an employee and dependent under this plan or as a dependent of both parents under this plan, benefits will be coordinated so that the total benefits from all plans will not exceed expenses.

You and your spouse should first submit your own claims through your own group plan. Claims for dependent children should be submitted to the plan of the parent who has the earlier birth date in the calendar year (the year of birth is not considered). If you are separated or divorced, the plan which will pay benefits for your children will be determined in the following order:

- 1) the plan of the parent with custody of the child;
- 2) the plan of the spouse of the parent with custody of the child;
- 3) the plan of the parent without custody of the child;
- 4) the plan of the spouse of the parent without custody of the child

You may submit a claim to the plan of the other spouse for any amount which is not paid by the first plan.

For
Bristol Aerospace Limited



W. Wiebe
Director, Human Resources

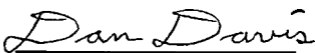


J. Nadeau
Group Leader, Manufacturing



S. Alexander
Manager, H.R. Services

For
National Automobile
Aerospace and Transport
And General Workers Union
of Canada (CAW - CANADA)
Local 3005



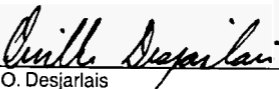
D. Davis
Plant Chairperson



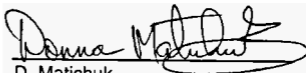
G. Versace
President



D. Carswell



O. Desjarlais



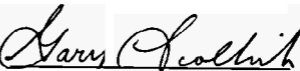
D. Matichuk



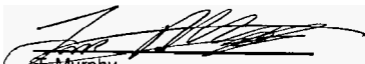
H. Pacaud



H. Peterson



G. Scollini



F. Murphy
National Representative

LETTER OF AGREEMENT

between

BRISTOL AEROSPACE LIMITED
ST. JAMES PLANT

and

CAW LOCAL 3005

RE: TRAINING

In recognition of the importance of training the parties agree:

- 1) It is important that investments in the training and development of employees continue in the future in accordance with the operating needs and requirements of the Company.
- 2) The parties will establish a Joint Training Review Committee composed of two (2) members representing the Company and two (2) members of the bargaining committee.
- 3) The purpose of the Committee will be to meet quarterly, or more frequently if required, to review and discuss the implementation and delivery of formal employee training plans and make recommendations which would be of mutual benefit to the Company and employees.
- 4) The Company will pay the full cost of any formal training program that an employee is directed to attend by the Company.
- 5) The Company will make employees aware of the Education Assistance Program.
- 6) Training plans will address the operating requirements of the Company. In the delivery of training, consideration will be given to the employee's seniority, ability, basic knowledge and willingness to participate.

DATED: March 28, 1996

Original signed in full in the Memorandum of Agreement

LETTER OF AGREEMENT

between
BRISTOL AEROSPACE LIMITED
ST. JAMES PLANT
and
CAW LOCAL 3005

RE: CLASSIFICATION ROLL-UP

The parties agree that all classification amalgamations will be applied to the layoff/displacement list for the purposes of future recalls and/or bumps.

Employees who are affected by classification roll-ups who are receiving wage level 4 or above will progress to the next wage level in the affected classification upon the date of ratification. Employees affected by classification roll-ups who are receiving a wage level between wage level 9 and 5 will progress to the next wage level in the affected classification 6 months from the date of ratification.

Employees shall only be required to perform additional duties as a result of the classification amalgamations if the employee has:

- (a) performed the same or related work of the classification prior to assignment or provided the employee has the necessary skills and ability to perform the work.
- (b) received the necessary training to safely and effectively perform the work of the classification.

No disciplinary action shall be taken against an employee for lack of job knowledge as a result of classification amalgamations.

A program to support retraining of active employees affected by classification roll-up into a classification other than the one currently employed in, will commence following ratification of the agreement.

The Company and Bargaining Committee will meet quarterly or more frequently if necessary to ensure training is being carried out.

DATED: March 28, 1996

Original signed in full in the Memorandum of Agreement

SUPPLEMENTARY AGREEMENT - BOILER ROOM

ENTERED INTO THIS 4TH DAY OF APRIL 1996

between

BRISTOL AEROSPACE LIMITED

hereinafter referred to as "The Company"

and

CANADIAN AUTO WORKERS

Local No. 3005

CANADIAN AUTOMOBILE, AEROSPACE

TRANSPORTATION

AND GENERAL WORKERS UNION OF CANADA

(CAW - CANADA)

hereinafter referred to as "The Union"

It is 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 work day 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 \$.75 per hour will be paid.

Third Shift - employees assigned to this shift shall work for eight (8) hours for which a premium of \$.75 per hour worked will be paid.

Swing Shift - the employee assigned to a swing shift (relief shift) shall be paid a premium of \$.75 per hour worked on all shifts during any week in which the employee performs swing shift duties.

.03 Schedule "A"

2nd Class Operating Engineer -

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 the employee would otherwise be entitled to observe as a paid General Holiday, the employee 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 General Holiday

Overtime worked 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 the rate of double time.

DATED: April 4, 1996

Original signed in full in the Memorandum of Agreement

LETTER OF AGREEMENT

between

BRISTOL AEROSPACE LIMITED

ST. JAMES PLANT

and

CAW LOCAL 3005

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 traveling 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.

Accidental Death and Dismemberment Insurance coverage is provided by the Company for all employees while traveling 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 their estate.

8. Employees will be paid at the appropriate rate of pay for hours traveled and/or worked as follows:

All hours traveled 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 traveled and/or worked and double time thereafter.

Weekdays (Monday - Friday inclusive)

A minimum of eight (8) hours worked 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 & 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, the employee 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 to 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 their return on presentation of a receipt or as noted on their 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 the employee 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 work schedules 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: March 12, 1996

Original signed in **full** in the Memorandum of Agreement

LETTER OF AGREEMENT

between

BRISTOLAEROSPACE LIMITED

ST. JAMES PLANT

and

CAW LOCAL 3005

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 Baselsite. In the event that accommodations are not available the Base/Site 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, the employee 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 traveled and/or worked as follows:

All hours traveled 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 traveled 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 re-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 their basic wage level. A premium of one hundred and twenty-five (125) percent 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 reason 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 traveling 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 traveler's cheque charges 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.

DATED: March 12, 1996

Original signed in full in the Memorandum of Agreement

LETTER OF AGREEMENT

between

BRISTOL AEROSPACE LIMITED

ST. JAMES PLANT

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)
AND ITS LOCAL 3005**

RE: HEALTH AND SAFETY

The Company and the Union agree upon the importance of reducing the incidence and severity of occupational injury and illness at Bristol Aerospace Ltd.

The Union Co-Chairperson of the Joint Workplace Safety and Health Committee may be requested to assist in developing training packages, in house training, developing and presenting safety talks, from time to time as the need arises.

DATED: March 12, 1996

Original signed in full in the Memorandum of Agreement

LETTER OF AGREEMENT

between

BRISTOLAEROSPACE LIMITED
ST. JAMES PLANT

and

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA)
AND ITS LOCAL 3005

RE: DOMESTIC VIOLENCE

The parties recognize that employees sometime face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For this reason it is agreed that when there is adequate verification from a recognized professional (ie doctor, lawyer, professional counselor), an employee who is in an abusive or violent personal situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation and a reasonable explanation is provided to the Company in confidence. Absences which are not covered by sick leave or disability insurance will be granted as absent with permission without pay.

DATED: June 2, 1999

Original signed in full in the Memorandum of Agreement

LETTER OF AGREEMENT

between

BRISTOL AEROSPACE LIMITED
ST. JAMES PLANT

and

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)
AND ITS LOCAL 3005

RE: RECALL FOR LAID OFF EMPLOYEES OUT OF PLANT

Article 8.04 of the Collective Bargaining Agreement sets forth the manner in which an employee may exercise their bumping rights. You are either unable or choose not to exercise your bumping rights at this time.

Please identify those job classifications you previously held, or for which you have the necessary skills and ability to perform, and for which you are interested in being recalled. Please sign, date and return this letter to Human Resources prior to your layoff effective date. A copy of this document will be provided to the Plant Chairperson. The Company will take this information into consideration when determining eligibility for recall. Failure to return this letter by the date indicated will result in you only being considered for that position which you are laid off from.

Classification

Signature

Date Signed

Recall rights will remain in effect as outlined in Article 8.07(d).

Please remember that you will only be notified in order of seniority of vacancies in those job classifications for which you have recall rights. Notification shall be sent in accordance with Article 8.07(a).

You are reminded that the onus is on you to keep Human Resources informed of any change of address and/or telephone number. You must also notify the Company of any newly acquired skills that may qualify you to be recalled to classifications other than listed above.

If you decline a recall to a job classification other than the original classification that you held prior to being placed on the layoff/displacement list, you will not be considered for recall to that classification during three (3) months immediately following. If you subsequently want to be considered for a recall to the classification declined, you must notify the Company and the Union in writing after the three (3) month period is over. Note: This letter does not apply to recalls done in accordance with the Temporary Recall Letter of Agreement.

If you decline a recall to the original classification you held prior to being placed on the layoff/displacement list you will lose all recall rights as per provisions in Article 8 of the CBA.

DATED: March 20, 2008

Original signed in full in the Memorandum of Agreement

LETTER OF AGREEMENT

between

**BRISTOL AEROSPACE LIMITED
ST. JAMES PLANT**

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA)
AND ITS LOCAL 3005**

RE: PENSION BRIDGE

The following letter outlines the conditions and manner for which employees can become eligible for a pension bridge outside of Article 18.12. This is a one time offer in effect from date of ratification through to March 31, 2011. Employees with at least fifty-five (55) years of age and with at least thirty (30) years of service will be eligible for a pension supplement of \$500.00 per month for a maximum of eight (8) years or age sixty five (65), whichever occurs sooner. This offer will be limited to three (3) employees per calendar year as follows:

Those employees eligible between date of ratification to December 31, 2008 must apply in writing by November 1, 2008 and will leave by December 31, 2008. Application will be awarded to the 3 most senior employees.

For those employees eligible between January 1, 2009 to June 30, 2009 must apply in writing by March 1, 2009 and will leave by June 30, 2009. Application will be awarded to the 3 most senior employees.

For those employees eligible between July 1, 2009 to June 30, 2010 must apply in writing by March 1, 2010 and will leave

by June 30, 2010. Application will be awarded to the 3 most senior employees.

For those employees eligible between July 1, 2010 to March 31, 2011 must apply in writing by February 1, 2011 and will leave by March 31, 2011. Application will be awarded to the 3 most senior employees.

DATED: March 28, 2008

Original signed in full in the Memorandum of Agreement

LETTER OF AGREEMENT

between

**BRISTOLAEROSPACE LIMITED
ST. JAMES PLANT**

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA)
AND ITS LOCAL 3005**

RE: IMPLEMENTATION OF HEAT TREATER CLASSIFICATION

The Company and the Union agree that employees currently employed in the classification known as Special Process Operator, as well as those who previously held this classification, shall be provided the opportunity to become qualified as Heat Treater. Eligible employees will be identified by the Company and the Union and offered the opportunity within one (1) month of date of ratification.

The Joint Training Review Committee will oversee the implementation of the qualification process. The process of qualification will be completed by no later than June 30, 2006, at which time the new classification of Heat Treater will become effective. Available vacancies in this new classification (as determined by the Company) will be filled by the senior most qualified employees.

If an employee chooses not to pursue the qualification process or does not successfully complete the process, then it will be noted on the personnel file of the employee and the employee will not be considered as previously holding the Heat Treater job classification. No employee currently holding claim to Special Process Operator under the current

CBA provisions is to be negatively affected by job reductions by virtue of not being qualified as a Heat Treater if such employee has not been provided the opportunity to be qualified.

DATED: October 6, 2005

Original signed in full in the Memorandum of Agreement

LETTER OF AGREEMENT

between

BRISTOLAEROSPACE LIMITED
ST. JAMES PLANT

and

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA)
AND ITS LOCAL 3005

RE: BENEFIT POLICY

The benefit policies issued to the Company by the Benefit Carriers have been reviewed by both parties at the time of contract negotiations. All items have been agreed to and signed off (as per attached spreadsheet Benefit Action Sheet - October 7, 2005) and will be incorporated into the new policies.

DATED: October 7, 2005

Original signed in full in the Memorandum of Agreement

LETTER OF AGREEMENT

between

BRISTOLAEROSPACE LIMITED
ST. JAMES PLANT

and

NATIONALAUTOMOBILE, AEROSPACE,
TRANSPORTATIONAND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA)
AND ITS LOCAL 3005

RE: TEMPORARY RECALL/TRANSFER

1. For the purpose of this agreement, "temporary work shall mean work normally performed by employees within the bargaining unit.
2. The Employer reserves the absolute and unfettered right to determine the availability of temporary work. Temporary work shall mean work for up to 320 hours.
3. The term of temporary work will not be extended. For greater clarification, an employee currently performing the temporary work in question will only be permitted to work a further temporary term where no employee of greater seniority and with the requisite classification background has accepted that further term.
4. Temporary recalls as set out above will not be subject to the notice provisions of Article 7.02 and 8.07. Upon acceptance of a term, an employee is deemed at that time to be given notice of lay-off at the end of that term.
5. Notwithstanding the foregoing, the Employer does not guarantee any full term of temporary work or of temporary recall. In the event that operational requirements justify doing so, the Employer can lay-off the employee earlier than the defined term, on one day's notice to both the employee and the Union.

6. Recalls for temporary terms will not impact upon seniority, nor will they extend the duration of the five year period referred to in Article 8.07(d).
7. Employees recalled for temporary periods will not have any bumping rights.
8. Notwithstanding the foregoing, in a case where there are layoffs or displaced workers in a classification, the Employer shall be entitled to have temporary work performed by means of transferring into that classification a bargaining unit employee from another area of the plant where the transferred employee has greater seniority than those on lay-off or displacement in the relevant classification. If no employees are currently on layoff or displacement the Employer can transfer an employee into the classification regardless of seniority.
9. The Company agrees to comply with Article 1.05 when utilizing employees from outside of the bargaining unit to perform work normally performed by employees within the bargaining unit.
10. The Company and the Union agree that Article 8.06 is hereby modified to the extent that it shall only apply to recalls or transfers for periods of work anticipated to be in excess of 320 hours in duration over consecutive work days, whether full-time or otherwise.
11. The Employer will exercise its rights pursuant to this Agreement fairly, reasonably and in good faith, and will not utilize recurring terms of temporary recall or transfer to frustrate or avoid its obligations pursuant to Article 8.06.

DATED: March 27, 2008

Original signed in full in the Memorandum of Agreement

For
Bristol Aerospace Limited



W. Wiebe
Director, Human Resources

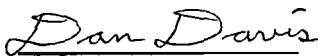


R. Nadeau
Group Leader, Manufacturing

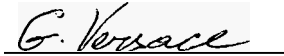


K. Alexander
Manager, H.R. Services

For
National Automobile
Aerospace and Transport
And General Workers Union
of Canada (CAW - CANADA)
Local 3005



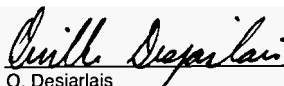
D. Davis
Plant Chairperson



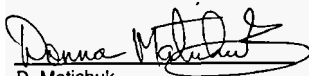
G. Versace
President



D. Carswell



O. Desjarlais



D. Matichuk



H. Pacaud



H. Peterson



G. Scollnik



T. Murphy
National Representative

INDEX

Article

ACCIDENTS/ILLNESS - See Safety and Health

APPAREL

Protective Clothing 26.01

ARBITRATION

Reference to Grievance Procedure STEP 3..... 5.01

Composition of Board..... 6.01

Selection of Arbitrator..... 6.02

Application to Minister..... 6.03

Cost..... 6.04

Decision; effect of 6.05

Reinstatement and Compensation..... 6.06

Grievance, qualification for reclassification 23.04

Grievance, regularly performing work..... 23.05

BARGAINING COMMITTEE

Representation..... 2.01

Notification of Members..... 2.02(A)

BENEFITS

Schedule "D"

Drug Insurance..... 18.04

Supplementary Hospital and

Ambulance Insurance..... 18.04

Weekly Indemnity..... 18.03

Long Term Disability/Rehab 18.02

Group Life Insurance/and Accidental

Death Dismemberment Insurance..... 18.04

Whole Life Insurance..... 18.04

Dental Plan / Orthodontic Coverage..... 18.04

Extended Health and Vision Care Plan..... 18.08

Purpose of Benefits Descriptions..... 18.09

Layoff Entitlement (also see Article 8.05),..... 18.10(A)

Retirement Entitlement..... 18.10(B)

Maternity Entitlement	18.10(C)
L.T.D. Entitlement	18.11
RRSP/DPSP	18.12
Change of Status.....	18.13
BEREAVEMENT	
Entitlement	20.01
Immediate Family Defined.....	20.02
Bereavement other than Immediate Family.....	20.03
Qualification Period Eligibility	20.04
Purpose and Intent.....	20.05
BULLETIN BOARDS	
Purpose.....	11.01
Type of Notice.....	11.02
Distribution of Union Notices.....	11.03
CALL-IN.....	12.12
CALL-BACK.....	12.17
CHARGEHAND/LEADHAND	
Appointment	19.01
Function.....	19.02
Premium.....	19.03
CLASSIFICATIONS	
Establishment.....	1.03
Scheduled Increments.....	23.01
Regularly Performing.....	23.02
Probationary Period.....	23.02
Return to Original Classification.....	23.02
Reclassification Grievance-Qualifications.....	23.04
Reclassification Grievance-Regularly Performing..	23.05
Descriptions.....	Schedule "B"

CLASSIFICATION PANEL

Grievance Concerning Regularly Performing.....	23.05
Duties of Panel.....	23.05
Meetings.....	23.05
Findings of Panel.....	23.05

CLEAN-UP	12.22
----------------	-------

COMPANY NOTIFICATION OF SUPERVISORY

PERSONNEL.....	2.02(B)
----------------	---------

COMPASSIONATE CARE LEAVE

Eligibility Criteria.....	9.09(3)
---------------------------	---------

CONTRACTING OUT

Purpose and Intent.....	1.05
Temporary Workers.....	1.06
Time Period.....	1.06

COOPERATION	1.08
-------------------	------

CORRESPONDENCE.....	2.06
---------------------	------

DEDUCTIONS

Required by Law	16.01
Union Dues.....	17.01
Frequency.....	17.02
Amount to be Deducted.....	17.03

DISABILITY

Unable to Perform Work	8.08
------------------------------	------

DISCIPLINARY ACTION

Discharge Notices.....	5.05
Written Warning.....	5.05
Written Suspension.....	5.05
Reference to Notice.....	5.06
Arbitration.....	6.01

Discharge, Without Notice.....	7.01
Discharge, With Notice.....	7.01
Termination Pay.....	7.03
Verbal Statements.....	7.06
Probationary Employee.....	8.01

GRIEVANCE PROCEDURE

(See Classifications)

Investigation of Grievance.....	2.03
Notification (30 minutes).....	2.03
Accredited Representatives.....	2.04
Grounds for Grievance.....	5.01
Correspondence.....	5.01
Step I, Time Limit and Correspondence.....	5.01
Step II, Time Limit and Correspondence.....	5.01
Step III, Time Limit and Correspondence.....	5.01
Referral to Arbitration (Step III).....	5.01
Shop Committee Response Time Limited.....	5.02
Grievance Time Limit.....	5.03
Policy Grievance.....	5.04
Preparation of Grievance.....	5.07
Probationary Employee.....	8.01

HOLIDAYS GENERAL

Qualification Period.....	13.01
Schedule.....	13.02(A)
Last Working Day Prior to Christmas/New Years.....	13.02(B)
Day of Observance.....	13.03
Holiday Pay.....	13.04(A)
Rate of Pay for Work.....	13.04(B)
Movement of Holiday and Payment.....	13.05
Remembrance Day.....	13.06
Eligibility.....	13.07
WI,WC, Compensation Differential.....	13.08
Effect During Vacation.....	13.09

Payment formula	13.10
Entitlement While on Layoff.....	13.11

HOURS OF SHIFT (See Shift)

HOURS OF WORK

Normal Work Week.....	12.01
Lunch Period.....	12.01

JURY/CROWN WITNESS DUTY

Leave to be Granted.....	21.01
Compensation.....	21.02

LATE.....	12.21
-----------	-------

LAYOFF

Layoff Result of Temporary Workers.....	1.06
Notification.....	7.02
Bumping Notification	7.02
Layoff in Classification.....	8.04(A)
Bumping Criteria	8.04(B)
Bump Committee.....	8.04(C)
Bumping Trial Period	8.04(D)
Recall for Laid Off Employees Out of Plant	
Document Completion.....	8.04(E)
Benefits on Layoff (See Benefits).....	8.05
Seniority	8.05
Notification to Shop Committee (Procedure).....	8.10
Beyond Control of Company	8.14
Beyond Control of Company (Notification)	8.14

LETTER OF AGREEMENT -Training.....	PAGE 110
------------------------------------	----------

LETTER OF AGREEMENT -

Classification Roll Up	PAGE 111
------------------------------	----------

LETTER OF AGREEMENT - Boiler Room.....	PAGE 112
--	----------

LETTER OF AGREEMENT - Mobile Repair Party...	PAGE 115
--	----------

LETTER OF AGREEMENT -	
Rocket Field Service Crews	PAGE 119
LETTER OF AGREEMENT - Health and Safety	PAGE 123
LETTER OF AGREEMENT - Domestic Violence ...	PAGE 124
LETTER OF AGREEMENT -	
Recall for Laid Off Employees Out of Plant.....	PAGE 125
LETTER OF AGREEMENT - Pension Bridge.....	PAGE 127
LETTER OF AGREEMENT -	
Implementation of Heat Treater Classification..	PAGE 129
LETTER OF AGREEMENT - Benefit Policy	PAGE 131
LETTER OF AGREEMENT -	
Temporary Recall / Transfer.....	PAGE 132
LEAVE OF ABSENCE	
Union Convention.....	9.01
Consideration to Operating Requirements	9.01
Number of Union Delegates	9.01
Length of Leave.....	9.01
Union Business	9.02
Length of Leave.....	9.02
Personal Reasons.....	9.03
Notification to Shop Committee.....	9.03
Failure to Return.....	9.04
Notification to Shop Committee.....	9.04
Employment While on Leave.....	9.05
Educational Leave.....	9.06
Seniority Entitlement.....	9.07
Application for Leave.....	9.08
Maternity Leave.....	9.09
Verification of Pregnancy.....	9.09(A)
Period of Leave	9.09(B)
Deferral of Leave.....	9.09(C)(1)(2)
Termination of Leave.....	9.09(D)
Sub Plan.....	9.09(E)
Leave for Council Commitment.....	9.10
LISTINGS.....	17.04

MANAGEMENT RIGHTS 1.02

MEETINGS

Union/Management Meetings 2.05

OVERTIME

Overtime Application 12.03

Continuous with Shift..... 12.08

First (1st) Assigned Day Off 12.09

Second (2nd) Assigned Day Off..... 12.10

General Holidays (application)

(See Article 12.16)

Double Time 12.13

Cooperation..... 12.14

Calculation..... 12.15

Rest Periods..... 12.20

POSTING, JOB

Vacancies..... 22.01

Qualifications..... 22.01

Seniority 22.01

Bulletin Boards 22.01

Application..... 22.01

Notice to Shop Committee 22.01

PROBATIONARY EMPLOYEES

Introduction (Shop Steward)..... 2.07

Notice of Termination..... 7.04

Probationary Period..... 8.01

Seniority Entitlement 8.01

Seniority Date..... 8.02

PROBATIONARY PERIODS - TRAINEES

Seniority Date..... 8.13(1)

Transfer to Training Course (Seniority) 8.13(2)

Temporary Placed in Shops 8.13(3)

Time Spent on Shop Floor..... 8.13(4)

Rights of Probationary Employees.....	8.13(5)
Dispute Over Probationary Period.....	8.13(6)
PROMOTIONAL OPPORTUNITY	8.03
RECALL	
Recall of Layoff.....	8.06(A)
Recall After Bump.....	8.06(B)
Procedure.....	8.07
RECLASSIFICATION(see Classification)	
QUALIFICATION REVIEW COMMITTEE	
Grievance Concerning Qualifications.....	23.04
Duties of Committee.....	23.04
Qualification Test.....	23.04
Arbitration Entitlement.....	23.04
Meetings.....	23.04
Findings of Committee	23.04
RECOGNITION.....	1.01
RENEWAL/AMENDMENT/TERMINATION	
Duration.....	27.01
Notice.....	27.02
Effect During Negotiations.....	27.03
Distribution	27.04
REST PERIOD.....	12.19
SAFETY HEALTH and ENVIRONMENT	
Joint Workplace Safety Health and Environment Committee.....	2.08
Union Representatives.....	2.08
Educational Leave.....	2.09
Meetings.....	2.10
Accident Report to Supervisor	10.01

Accident Report to Medical Centre	10.02
Compensable Accident	10.02
Injury Occurring While Working Overtime	10.03
Compensation (Workers Compensation Board).....	10.04
Physicians Statement.....	10.04
Transportation.....	10.05
Illness Due to Working Conditions.....	10.06
Disability Claim Work Related Dispute.....	10.07
Protective Clothing	26.01

SAVINGS CLAUSE

Provision of Agreement Declared Illegal.....	24.01
Waiver of Provisions.....	24.02

SENIORITY

Loss of for	
Quit.....	8.09(A)
Discharge	8.09(B)
Desertion	8.09(C)
Retirement.....	8.09(D)
Failure to Return/Recall.....	8.09(E)(F)
Exceeds Accrued Seniority	8.09(G)
Listing.....	8.11
Loss Due to Sickness.....	8.12
Transfer Out of Bargaining Unit.....	8.15

SCHEDULE "A".....	PAGE 71
SCHEDULE "B"	PAGE 74
SCHEDULE "C"	PAGE 79
SCHEDULE "D"	PAGE 83

SECURITY

Customer Security.....	7.05
Identification Card	25.01

SHIFT

Hours of Shift.....	12.02
---------------------	-------

Notification to Shop Committee.....	12.02
Changes in Shift.....	12.02
Multishifts	12.04
Notification to Shop Committee.....	12.04
Rotation of shift	12.04
Shift Change (Time Lapse).....	12.05
Shift Premium.....	12.06
Shift Starting Times	12.07
Work Not Available	12.18
Reduced Work Week.....	12.23
Notification to Union.....	12.23
Seven (7) Day Schedule.....	12.24
Notification to Shop Committee.....	12.25
Effect on New Employees.....	12.26
Weekend Work	12.27
Accommodation and Overtime.....	12.29

SHOP STEWARDS

(See Grievance Procedure)

Listing.....	2.07
--------------	------

SHUT DOWN

Advise of Period.....	14.04
Effect on Vacation Period	14.05
Work During	14.05

STRIKES/LOCKOUTS

In Accordance with the Labour Relations Act.....	4.01
Essential Services Defined During Work Stoppage.	4.02

SUPPLEMENTAL AGREEMENT - BOILER ROOM .PAGE 113

SUSPENSION (See Disciplinary Action)

TERMINATION

Notice of Termination.....	7.04
----------------------------	------

TRAINING

(See Probationary Periods)

Requirements.....	23.09
Formal Training.....	25.02

TRANSFER

Out of Bargaining Unit.....	8.15
Internal Transfer.....	22.02
Application.....	22.02

UNION REPRESENTATION (SEE GRIEVANCE PROCEDURE)

Access of Accredited Representatives.....	1.04
---	------

VACATIONS

Entitlements (Schedules)	14.01(A-F)
Calculation of Service	14.01(G-H)
Vacation Pay.....	14.01(I)
Termination of Employment.....	14.02
Calculation of Service	14.03
Vacation Period (Scheduling).....	14.07/14.08
Vacation Entitlement (Expiry)	14.09
Mandatory Time and Schedule	14.09

WAGES

(See Schedule "A")

Rates	15.01
Pay Periods	15.02
Payment Date.....	15.03
Wage Continuation.....	15.04
Accelerated Progression	23.03
Delayed Progression.....	23.03/23.06
Failure to Achieve Scheduled Increase.....	23.03
Notification to Delay Progression.....	23.03
Scheduled Increase Adjustment.....	23.07

WAIVER CLAUSE	24.02
---------------------	-------