

COLLECTIVE BARGAINING AGREEMENT

between

BOEING CANADA OPERATIONS LIMITED, WINNIPEG DIVISION

and

NATIONAL AUTOMOBILE, AEROSPACE,

TRANSPORTATION AND GENERAL WORKERS

UNION OF CANADA (CAW - CANADA)

AND ITS LOCAL 2169

EFFECTIVE JUNE 18, 2011

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This AGREEMENT, dated as of the 18th day of June 2011, between Boeing Canada Operations Limited (hereinafter referred to as "the Company") and the National Automobile, Aerospace, Transportation and General Workers of Canada (CAW - Canada) (hereinafter referred to as "the Union").

The purpose of this Agreement is, in the mutual interests of the Company and the Employees, to establish and maintain orderly collective bargaining relations between the Company and the Union by stating the complete Agreement between the Company and the Union regarding wages, hours and other working conditions of employment.

Signed by the parties hereto as follows:

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

By Tom Murphy - National Representative

Members of the Bargaining Committee:

Greg Ans

Blair Chudd

Tim Cathro

Jack Fetterman

Russ Harrison

John Kowal

Carmen Ledarney

Chris Santos

Boeing Canada Operations Limited

by Dave Hyem, General Manager

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ARTICLE 1
RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work and other working conditions, and this Agreement will pertain only to its employees in the Bargaining Unit as defined in the Certificate dated June 9, 1995 by the Manitoba Labour Relations Board.

ARTICLE 2

RIGHTS OF MANAGEMENT

The management of the Company and the direction of the work force is vested exclusively in the Company subject to the terms of this agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Company in accordance with such policy or procedure as the Company from time to time may determine. The Company has the right to sub-contract work and designate the work to be performed by the Company and the places where it is to be performed, which right shall not be subject to arbitration.

ARTICLE 3

UNION AND COMPANY RELATIONS

Section 3.1 Union Activity During Working Time

The Union agrees that no employees shall engage in any union activity during working time except as expressly provided in this Agreement.

Section 3.2 Strikes and Lockouts

The Union agrees that during the term of this Agreement, and regardless of whether an unfair labour practice is alleged, there will be no strike, suspension of work, slowdown, sitdown or walkout and the Union will not directly or indirectly authorize, encourage or approve any refusal on the part of the employee to proceed to the location of normal work assignment. Any employee who violates this clause shall be subject to discipline. The Company agrees that during the term of this Agreement there will be no lockout of employees covered by this Agreement.

Section 3.3 National Representatives - Access to Plant

An authorized National Representative and/or full-time Local Representative of the Union shall be permitted on the Company's premises for the purpose of investigating grievances or complaints that have arisen, and for the purpose of attending meetings pertaining thereto.

Such National Representative and/or Local Representative, shall, before each entry, request permission from a designated representative of Management who shall permit him or her to enter the Company's premises, provided, however, that the Company may send a representative to accompany him or her, but the Union's Representative, in investigating any grievance and complaint, shall be entitled to interview privately any employee covered hereby. It is further provided that such permission to enter the Company's premises shall be exercised reasonably and shall not unreasonably interfere with the conduct of the Company's operations, and shall be subject to all rules and regulations normally applicable to plant visitors.

Section 3.4 Shop Committee and Bargaining Committee

3.4(a) The Union shall be represented by a Shop Committee, one of whom shall be Chairperson. The Company recognizes that the Shop Committee and the Negotiations Committee are one body. Committee member(s) shall represent the employees in a manner and for the purpose set forth in this Agreement. The Union may designate one employee on the active payroll for each one hundred (100) bargaining unit employees or fraction thereof, as a member of the Shop Committee not to exceed in any case a total of six (6) members of the Shop Committee in addition to the Chairperson.

A written list of Shop Committee Persons and alternates, if any, and the area of the plant which each member of the Shop Committee shall represent for the purpose of handling grievances in accordance with the provisions of Article 11 shall be furnished by the Union to the Company immediately after their designation. The Union shall notify the Company in writing of any change in the membership of the

Union Committee or their alternates or their area of representation. The Company will recognize any change two working days following the day the Company receives written notification of the change.

- 3.4(b) The Chairperson of the Shop Committee shall be on a full time basis for the purpose of administering the Agreement in cooperation with the Committee members. The Chairperson shall be allowed free access to and from the Company's operations in the performance of his/her duties. He/she shall first notify the Area Manager or his/her designate before preceding into the area. The Chairperson will be provided with an office and office facilities including desk, chair, telephone and filing cabinet.
- 3.4(c) The Chairperson of the Shop Committee shall receive the rate of pay equal to the highest rate of pay in his/her job classification and will be paid the equivalent of forty (40) hours per week at straight time and shall be given the opportunity to work overtime in his/her applicable overtime group in his/her classification.
- 3.4(d) All full time union representatives, including; chairperson, shop committee, and Health and Safety rep will remain in their current classification while acting for the union. They will not be eligible for job promotions or reclassifications. This does not prevent the above named positions from taking off-hours training opportunities.

Section 3.5 Departure from Work Assignment by Shop Committee Person to Investigate Complaints or Claim of Grievance

Each Shop Committee Person shall notify and obtain permission from his/her supervisor before leaving his/her work assignment for the purpose of investigating complaints or claims of grievance on the part of employees or the Union or contacting the Local Representative in regard to such claim or grievance. Such permission shall be granted except where there is a substantial reason for delaying the contact or the investigation due to the safety conditions or the fact that a critical operation is in process. The supervisor may be present during any discussion relating to any complaint or grievance. However, upon the request of an employee or the Committee Person, the supervisor shall authorize the Committee Person to participate in a private discussion with an employee or Local Representative, relating to a complaint or grievance. Discussions of the type described in this Section 3.5 shall be conducted without requiring the employee or the Committee Person to clock out provided the discussion does not exceed the time that the supervisor considers reasonable under the circumstances.

Section 3.6 Departure from Work for Union Business

Officers of Local 2169, C.A.W., and members of the Shop Committee may be excused from work without pay for Union business if the request is made at least 24 hours in advance by the National Representative or President of the Local Union to the Human Resources Director or his/her designee. Such absences shall be granted.

Section 3.7 Surplus of Members of Shop Committee

An employee while serving as a member of the Shop Committee, in accordance with the provisions of Section 3.4, shall not be surplus, transferred or loaned from his/her job classification, or the area he/she is assigned to represent as long as other employees remain in his/her job classification and in the area and on the shift for which he/she is designated to be the Union Representative. If he/she is not eligible to remain in his/her job classification, he/she will be reclassified and assigned work he/she is qualified to perform.

Members of the Shop Committee (except for one), the President and the Financial Secretary of the Local shall work on the first shift. One Shop Committee member shall work a shift that will provide adequate coverage for the second and third shift. The provisions shall apply only for the period of term of office.

Section 3.8 Union Elections

Election of Union officers and members of the Shop Committee may be held on Company premises but not during Company paid time. The President of the Local, the Local Union Election Committee and the Human Resources Director shall meet and mutually agree to the location of the polling stations and procedures prior to any such elections.

Section 3.9 Bulletin Boards

The Company agrees to the installation of enclosed and locked bulletin boards for the use of the Union within areas agreed to by the Company and the Union for the purposes of notifying employees of matters pertaining to Union business. Only matters signed by the President of the Local or his/her designate and approved by the Company may be posted on the Union bulletin boards.

Section 3.10 Bargaining Unit Employee Orientation

The Union will be provided a maximum of forty-five minutes during the normal Company new employee orientation to present information concerning Union membership, Union national and local organization and rights and responsibilities under the Collective Agreement. The presentation contents, format, designated representative who will make presentation and any need for visual aid equipment will be discussed between the parties prior to implementation.

ARTICLE 4

SENIORITY

Section 4.1 Establishment of Seniority

The Seniority of each employee within the bargaining unit defined in Article 1 of this Agreement shall be established as follows:

- 4.1(a) The seniority date of each employee within the bargaining unit shall be in accordance with that carried on the Company's seniority records.
- 4.1(b) New and rehired employees shall be considered as probationary employees for the first 60 working days of employment with the Company except for new and rehired employees in job classifications of Maintenance Electrician, Maintenance Mechanic, HVAC Mechanic, Machinist and Welder who shall be considered as probationary employees for the first 90 working days of employment with the Company. A probationary employee shall not have any rights under the seniority provisions of this Agreement and his/her employment may be terminated by the Company without review under the grievance procedure. Upon completion of the probationary periods as described above, the employee shall establish seniority, and his/her seniority shall date back to date of hire. Employees granted leave during the probationary period shall, if returned to active employment within one hundred and twenty days from commencement of leave, be given credit for such time previously served. Employees laid off during the probationary period shall, if returned to active employment within six months from date of hire, be given credit for such time previously served.

Section 4.2 Loss of Seniority Rights

An individual shall lose seniority rights and employment will cease for the following reasons:

1. If the employee quits.
2. If the employee is discharged for just cause and such discharge is not reversed through the grievance procedure.
3. Failure to report for five (5) working days without an acceptable excuse to the Company.
4. Failure to return on or before the expiration date of his/her leave of absence without an acceptable excuse to the Company.
5. Acceptance of other employment for pay while on leave of absence unless expressly permitted by leave of absence.
6. Failure to respond within six (6) working days when initially notified for recall by the Company unless such period is extended by the Company and without an acceptable excuse to the Company for such failure to report. Notification shall be by registered mail, or courier service which shall be sent to the employee's last address as shown by Company records. Where courier is used the notice must be signed as received or a registered notice for pickup shall be left at the employee's last known address. If a registered notice cannot be left, the courier shall phone the employee at their last know

phone number. If the notice has not been picked up within three (3) working days it shall be returned to the Company and the union shall be notified of such.

7. Failure to report to work within six (6) working days after acceptance of recall, or on such later date as may be designated by the Company and without an acceptable excuse to the Company for such failure to report.
8. The Company agrees that employees have the right to refuse recall without loss of seniority if the period of recall will be for a period of thirty (30) days or less.
9. Lay off for a period of five years regardless of seniority.
10. Current non-bargaining unit employees who have bargaining unit seniority rights two years following the date of ratification of this agreement.
11. Transfer of bargaining unit employees to non-bargaining unit positions after a cumulative period of 24 months following the date of ratification of the Collective Agreement.

Section 4.3 Accumulation of Seniority

In the following cases, seniority shall accumulate to employees:

- 4.3(a) Employees who are on the active payroll of the Company and in the bargaining unit defined in Article 1 of this Agreement.
- 4.3(b) Employees who are currently in a position outside the bargaining unit provided they have at some previous time been classified in a job classification in the bargaining unit shall retain and continue to accumulate seniority while they remain in such position for a period of 24 months following the date of ratification of the Collective Agreement. At that time those individuals will lose their seniority and all other rights under the Collective Agreement.
- 4.3(c) Employees who are promoted or transferred to positions outside the bargaining unit, following the date of ratification of this Collective Agreement, provided they have been promoted or transferred from the bargaining unit shall retain and continue to accumulate seniority while in such positions for a cumulative period of 24 months upon ratification of the Collective Agreement. At that time those individuals will lose their seniority and all other rights under the Collective Agreement.
- 4.3(d) Time spent on authorized leave of absence granted for maternity, parental, military, compassionate leave which an employee has previously had approved under the federally legislated program including any subsequent extension(s) of such leave approved by the Company, or periods of non-industrial injury or illness.
- 4.3(e) Time spent on authorized leave of absence for Union business.
- 4.3(f) The first sixty days of any other authorized leave of absence.
- 4.3(g) Time off on layoff for a period of five years regardless of seniority.

4.3(h) Time lost by reason of industrial injury or industrial illness.

Section 4.4 Transfers To and From the Bargaining Unit

- 4.4(a) The Company may promote employees from the bargaining unit to positions outside the bargaining unit. Employees may, if they elect, accept offers to transfer to salaried positions outside the bargaining unit. The seniority of an individual transferring to the bargaining unit will be determined by the following provisions:
- 4.4(a)(1) Employees having no previous seniority accumulation within the bargaining unit shall have as their seniority date the effective date of transfer into the bargaining unit after completion of the probationary period.
- 4.4(a)(2) Current employees who have transferred to salaried positions from positions within the bargaining unit shall retain their bargaining unit seniority and shall continue to accumulate additional seniority while they remain in such positions for a cumulative period of 24 months from the date of ratification of the Collective Agreement. At that time those individuals will lose their seniority and all other rights under the Collective Agreement.
- 4.4(a)(3) Employees transferring to a salaried positions from positions within the bargaining unit following the date of ratification of the Collective Agreement shall retain their bargaining unit seniority and shall continue to accumulate additional seniority while they remain in such positions for a cumulative period of 24 months. At that time those individuals will lose their seniority and all other rights under the Collective Agreement.
- 4.4(a)(4) The Company may at any time transfer or return employees who are accumulating seniority in accordance with Section 4.3(b) and 4.3(c) from salaried positions outside the bargaining unit to the job classification in the bargaining unit held immediately prior to their transfer out of the bargaining unit provided their bargaining unit seniority permits. If their seniority does not permit the provisions outlined in Section 13.4(a) will be applicable.
- 4.4(a)(5) Employees may also be returned from salaried positions outside the bargaining unit to the job classification in the bargaining unit held immediately prior to their transfer out of the bargaining unit provided their bargaining unit seniority permits. If their seniority does not permit the provisions outlined in Section 13.4(a) will be applicable.

Section 4.5 Seniority List

The Company shall keep a seniority list. This seniority list shall be revised and made available to the Union on a monthly basis. The seniority list shall contain each employee's name, job classification, seniority date and current hourly wage rate.

As of August 20, 1996, the current order of the seniority list shall remain as is. All employees hired on the same date subsequent to August 20, 1996 shall have their order on the seniority list determined by the reversed and ascending order of the last three digits of their social insurance number. When an employee loses seniority, and drops from the alphabetical sort to the social insurance number sort, the social insurance number sort will be the determining method.

The Company shall also supply the Union on a monthly basis a list of employees who acquire seniority, employees transferred into or out of the Bargaining Unit and employees who have been laid off or recalled from layoff. The Union shall also be supplied on a weekly basis a list of employees on leave of absence, employees on Sickness & Accident and Compensation, employees who have lost seniority and employees who have been discharged.

Section 4.6 Placement of Incapacitated Employees

An employee who has been incapacitated as a result of an injury or disease while in the employ of the Company may be employed in other work which he can do without regard to any seniority provisions of this Agreement, provided no employee is surplus or laid off as a result of such placement.

ARTICLE 5

WORKWEEK, HOURS OF WORK, SHIFTS

Section 5.1 Workweek

The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest (Saturday and Sunday). Nothing in this Agreement shall be considered a guarantee of work or of hours of work per day or per week. The work week shall commence at 11:00 p.m. on Sunday.

Section 5.2 Shifts, Lunch Periods and Rest Periods

Each employee shall be assigned to a shift with designated times of beginning and ending. The first shift and second shift shall be an eight hour and thirty minute period which shall include a thirty minute unpaid lunch period. The third shift shall be an eight hour period which shall include a thirty minute paid lunch period. Each employee shall be given a fifteen minute rest period in each half of the shift which he is assigned. The time of starting each such rest period will be designated by the Company.

The hours of work presently in effect are as follows:

- First Shift - 06:30 - 15:00
 - 07:00 - 15:30

- Second Shift - 15:00 - 23:30
 - 15:30 - midnight

- Third Shift - 23:00 - 07:00

The Company may unilaterally make changes in the starting and stopping time of the shifts noted above. The Company agrees to discuss with the Union any contemplated change in hours prior to implementing the change.

The Company shall have rotating shifts and agrees to give the employee as much notice as possible before such assignment is made. Changes in shift assignments shall be made on the first day of the new work week whenever practicable.

Notwithstanding the above, the Company will assign new hires or rehires to a rotating shift or a straight second or third shift unless operational requirements dictate otherwise as determined by the Company.

Section 5.3 4x 10 Work Week

The Company may, upon advance notification to the Union and to affected employees, schedule employees to work four (4) consecutive shifts of ten (10) hours within the period Monday through Friday. If a 4x10 workweek is implemented on the third shift, those shifts will be within the period Monday through Thursday.

In the event the Company institutes a 4x10 work schedule, 4x10 shifts will be staffed by the assignment of volunteers, and the following shall apply:

5.3 (a) Shifts and Lunch Periods

Section 5.2 of the agreement will apply except that all shifts shall be the number of 4x10 work schedule hours plus 30 minutes (i.e., a ten hour and 30 minute period) for first shift and second shift. The third shift shall be a ten hour period which shall include a 30 minute paid lunch period. Each employee will be given a twenty minute rest period in each half of the shift to which he is assigned. The Company may assign an individual employee or groups of employees to any shift starting times, as necessary to meet operational requirements.

5.3 (b) Base Rate and Shift Differential

Article 6 of the agreement will apply except that the number of 4x10 work schedule hours (i.e., ten) will be substituted for eight hours. Commencing 11:00pm, June 19, 2011, shift differential of \$1.00 per hour will be paid to all employees on a regularly scheduled shift that commences between 1:00pm and 3:00am.

5.3 (c) Overtime

Section 6.4 of the agreement will apply except that:

5.3(c)(1) Hours worked by an employee for his/her scheduled shift hours shall be compensated at the straight time rate.

5.3(c)(2) Hours worked by an employee in excess of his/her scheduled shift within a twenty-four hour period shall be compensated at one (1) and one-half times the employee's base rate.

5.3 (d) Unworked Holidays

Article 7 of the agreement will apply except that when a plant holiday as specified in Article 7 occurs on a scheduled work day, an employee working on a 4x10 work schedule will be placed on an alternate shift assignment for the week and will not report to work on the plant holiday, and will work three ten-hour shifts, for a total of forty compensated hours for the week.

5.3 (e) Vacation

When a day of vacation is taken, an employee working a 4x10 work schedule will receive the number of hours of pay for the vacation day equal to the number of regularly scheduled hours on the employee's shift for that day.

5.3 (f) Sick Leave

Article 15 of this agreement will apply except when a day of sick leave is taken, an employee working a 4x10 work schedule will receive the number of hours of pay for the sick day equal to the number of regularly scheduled hours on the employee's shift for that day to a maximum of 40 hours per annum.

Except as expressly provided in this section, all provisions of the agreement will apply in the event the Company elects to institute 4x10 work schedules.

ARTICLE 6

RATES OF PAY

The parties agree to amend Section 6 as follows:

- 6.1(a) All bargaining unit employees actively at work as of June 18, 2011 and those on an authorized leave of absence as of June 18, 2011 and who return on or before June 18, 2012 shall receive a one-time bonus of \$1500.00 less the required minimum statutory deductions subject to first vote ratification. This payment shall be made as soon as practicable following ratification of this agreement.

Effective June 20, 2011 the base rate for employees shall be increased sixty-eight cents (\$.68) Cost of Living Adjustment and then by the application of 2.0 percent.

The base rate ranges effective during the period June 20, 2011 through June 17, 2012 shall be as follows:

Labour Grade	Base Rate Minimum	Base Rate Maximum
11	24.04	34.65
10	22.99	32.64
9	22.13	31.00
8	21.36	29.61
7	20.57	28.49
6	19.98	27.67
5	19.36	27.04
4	18.82	26.39
3	18.32	25.73
2	17.89	25.08
1	17.49	24.50

Effective June 18, 2012 the base rate for employees shall be increased 2.0 percent; to the extent permitted by the labour grade maximums.

The base rate ranges effective during the period June 18, 2012 through June 16, 2013 shall be as follows:

Labour Grade	Base Rate Minimum	Base Rate Maximum
11	24.04	35.34
10	22.99	33.29
9	22.13	31.62
8	21.36	30.20
7	20.57	29.06
6	19.98	28.22
5	19.36	27.58
4	18.82	26.92
3	18.32	26.24
2	17.89	25.58
1	17.49	24.99

Effective June 17, 2013 the base rate for employees shall be increased 2.5 percent; to the extent permitted by the labour grade maximums.

The base rate ranges effective during the period June 17, 2013 through June 20, 2014 shall be as follows:

Labour Grade	Base Rate Minimum	Base Rate Maximum
11	24.04	36.22
10	22.99	34.12
9	22.13	32.41
8	21.36	30.96
7	20.57	29.79
6	19.98	28.93
5	19.36	28.27
4	18.82	27.59
3	18.32	26.90
2	17.89	26.22
1	17.49	25.61

Section 6.1(b) Upgrades and Downgrades

An employee either permanently assigned or temporarily assigned for more than one day to a higher graded job classification will receive, coincident with the effective date of the assignment, a base rate increase of 35 cents per hour for each labour grade increase or to the minimum of the new labour grade whichever is the greater.

An employee permanently assigned to a lower graded job classification will receive, coincident with the effective date of the assignment, a base rate reduction of 35 cents per hour for each labour grade reduction or to the maximum of the new labour grade whichever is the lesser. An employee assigned to a lower graded job classification for reasons of medical disability will retain his/her base rate for a period of eighteen months. If the employee recovers from the condition causing the disability within this eighteen month period, he/she will be returned to his/her previously held classification upon such recovery. The medical assignment will become a permanent reassignment after eighteen months with the appropriate rate reduction. The Company will maintain records of such medical assignments and will provide the information to

the union upon request. Thirty (30) days prior to the eighteen (18) month period expiring, the Company and the union will meet to discuss the permanent reassignment.

An employee who is receiving the maximum base rate for his/her job classification at the time he is permanently assigned to a lower graded job classification will, if returned to the formerly held higher graded job classification during the life of this Agreement, be paid the maximum base rate applicable to that job classification.

6.1(c) Commencing 11:00pm, June 19, 2011, shift differential of \$1.00 per hour will be paid to all employees on a regularly scheduled shift that commences between 1:00pm and 3:00am.

6.1(d) Employees who receive shift premium who have completed their probationary period and orientation and are requested by the Company to work a temporary day shift for training purposes will maintain their shift premium for a maximum of thirty (30) consecutive work days.

6.1(e) Lead Hand/Team Lead

The Company shall have the unrestricted right to assign any employee as a Team Lead or Lead Hand; and such Team Lead or Lead Hand shall be required to perform as directed any or all duties indicated in the Team Lead or Lead Hand Definition as applicable. The decision to create a Team Lead or Lead Hand position and the appointment of an employee to the Team Lead or Lead Hand position shall be at the sole discretion of the Company, and such rights shall not be subject to grievance.

An employee assigned in writing by the Company as a Lead Hand shall be paid a premium equal to either one dollar (\$1.00) above his/her own current base rate or one dollar (\$1.00) above the range maximum for the highest job classification led in his/her assigned work centre, whichever is the greater. An employee assigned in writing by the Company as a Team Lead shall be paid a premium equal to one dollar and fifty cents (\$1.50) per hour above his/her own current base rate or one dollar and fifty cents (\$1.50) per hour above the range maximum for the highest job classification led in his/her assigned area, whichever is the greater. The Company shall have the sole right to define work centers/area and the highest classification in each work center/area, as operating circumstances change, and shall post the Team Lead/Lead Hand rate as of the first day of each quarter (January, April, July and October). The Team Lead/Lead Hand rate shall not change during any quarter. The Company shall also provide the Union with a quarterly list by work center indicating assigned team leads and lead hands, employees led and applicable classifications.

6.2 Pay Days

Pay days for employees under this Agreement on all shifts shall be Thursday of every second week at which time they will be paid through Sunday of the preceding week, except when circumstances beyond the Company's control make such practice impossible.

6.3 Report Time/Call-In Time

An employee who reports for work in accordance with instructions shall receive a minimum of four hours pay at his/her applicable straight time hourly rate for that day. An employee who is called back to the plant for emergency work after having completed the scheduled shift and after leaving the plant property shall be paid at the applicable overtime rate for all hours continuously worked or shall receive four hours pay at his/her applicable straight time hourly

rate, whichever is greater, and shall apply to each separate instance of call-in. As determined by the Company, whenever practicable, attempts will be made to use the weekend overtime lists to distribute call-ins. Report time or call-in time will not apply in case of emergency shutdown arising out of any conditions beyond the Company's control. An employee who leaves work of his/her own volition, or because of incapacity, or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during the day.

Section 6.4 Overtime

6.4(a) The Company will meet its overtime requirements on a voluntary basis. Overtime work shall be distributed equally among willing employees who normally perform the work within the affected group and shift.

Lists will be generated for each work group. Such lists will include all non-probationary employees within the affected group and shift. The lists will be produced in seniority order each year on the first Monday following July 11th.

When overtime is authorized by the Company, employees will be given the opportunity to work overtime until the number of employees necessary to perform the overtime work is satisfied. Ensuing overtime requirements will be handled by beginning the process of offering overtime to the individual who had not had opportunity in the previous overtime distribution in line with their seniority. Overtime records including call-in hours worked pursuant to Article 6.3 will be maintained on a weekly basis. Call-in hours worked less than one hour shall be recorded as one hour worked.

Probationary employees will not be considered for overtime assignment unless the overtime requirements cannot be accommodated from among the employees who perform work in the job classification, then the probationary employee is considered by management to be eligible.

The overtime opportunity lists will be made available to affected employees or the Union upon request.

6.4(b) For time worked for the first eight hours compensation shall be straight time rates. Overtime may be worked prior to the normal scheduled start time as determined by the Company but the first 8 hours of work will be paid at straight time.

Where the overtime requirement is prior to the shift both the Company and the employee will be held to the offered hours except for employees in the case where overtime canvassing is all up.

6.4(c) For time worked in excess of eight hours within a twenty-four hour period, an employee shall be paid one and one-half times his/her base rate.

6.4(d) For all time worked by an employee in excess of forty hours in his/her normal work week shall be paid at one and one-half times his/her base rate.

6.4(e) For all time worked in excess of forty-eight hours in his/her normal work week by an employee shall be paid at double his/her base rate.

- 6.4(f) All compensated hours in an employee's work week will be considered as time worked.
- 6.4(g) When overtime of two (2) hours or more is required after a regular shift, a fifteen (15) minute paid rest period shall be granted at the end of the regular shift. If the overtime exceeds two (2) hours, a paid rest period of fifteen (15) minutes will be granted after two (2) hours of overtime.

Section 6.5 Wage Payment Basis

Employees shall be paid for time worked computed to the nearest one-tenth hour.

Section 6.6 Job Classification

A listing of job classifications is set forth in Appendix A and shall be considered a part of the contract.

Section 6.7 Employee Injury

Employees who are injured on Company property and who are sent home on the day of injury by the Medical Section, shall receive pay for the balance of their scheduled shift on that day at their regular base hourly rate, including shift premium if any, but less any overtime allowances they would have otherwise earned had they worked.

Section 6.8 Cost of Living Adjustment

6.8(a) Employees covered by this Agreement shall receive Cost of Living Adjustments to the extent such adjustments become effective under and in accordance with all of the terms, conditions and limitations stated in this Section 6.8.

6.8(b) Determination of Cost of Living Adjustments.

6.8(b)(1) Determination of the potential Cost of Living Adjustment shall be made in reference to the Consumer Price Index published by Statistics Canada with the following base period: 2002 = 100, such index being referred to herein as the Index.

6.8(b)(2) The Cost of Living Allowance in effect July 4, 2011 shall be 6¢ (six cents). Thereafter, during the life of this Agreement a Cost of Living Adjustment shall be computed by using (1) the three-month average of the Index for March 2011, April 2011 and May 2011 as the base and (2) the formula one cent = .061 point change in the appropriate three-month average of the Index, as shown in the table below:

All bargaining unit employees actively at work as of July 4, 2011 shall receive a one-time, pre-paid cost of living adjustment of \$250.00 less the required minimum statutory deductions. This payment shall be made as soon as practicable following ratification of this agreement.

Effective Adjustment Dates

Potential Adjustments
Effective on the First Monday
of:

Based Upon The Average of the
Three Month Consumer Price Indexes for:

October 2011
January 2012
April 2012
July 2012
October 2012
January 2013
April 2013
July 2013
October 2013
January 2014
April 2014

June, July, August 2011
September, October, November 2011
December 2011, January, February 2012
March, April, May 2012
June, July, August 2012
September, October, November 2012
December 2012, January, February 2013
March, April, May 2013
June, July, August 2013
September, October, November 2013
December 2013, January, February 2014

- 6.8(b)(3) Any quarterly Cost of Living Adjustment shall be added to or subtracted from any quarterly Cost of Living Adjustment already paid during the life of this Agreement.
- 6.8(b)(4) If the Index is revised or discontinued, the parties shall attempt to determine an appropriate Index figure by agreement and, if agreement is not reached, the parties shall request Statistics Canada to make available an Index in its present form for the appropriate date or dates and calculated on a comparable basis.
- 6.8(c) Cost of Living Adjustments shall not be added to or subtracted from any employee's base rate. Any Cost of Living Adjustment payable during the life of this Agreement shall be added only to each employee's straight time hourly earnings. The applicable Cost of Living Adjustment shall be included in the calculation of all overtime, vacation, holiday, sick leave, and report time payments.

ARTICLE 7

PAID PLANT HOLIDAYS

Section 7.1 Dates on Which Observed

The following holidays shall be observed by the Company for the purposes set forth in this Article 7.

	2011/2012	2012/2013	2013/2014
Canada Day	July 1 (F)	July 2 (M)	Jul 1 (M)
Civic Holiday	Aug 1 (M)	Aug 6 (M)	Aug 5 (M)
Labour Day	Sept 5 (M)	Sept 3 (M)	Sept 2 (M)
Thanksgiving Day	Oct 10 (M)	Oct 8 (M)	Oct 14 (M)
Remembrance Day	Nov 11 (F)		Nov 11 (M)
Winter Holiday	Dec 26 (M)	Dec 24 (M)	Dec 25 (W)
Winter Holiday	Dec 27 (T)	Dec 25 (T)	Dec 26 (Th)
Winter Holiday	Dec 28 (W)	Dec 26 (W)	Dec 27 (F)
Winter Holiday	Dec 29 (Th)	Dec 27 (Th)	Dec 30 (M)
Winter Holiday	Dec 30 (F)	Dec 28 (F)	Dec 31 (T)
		Dec 31 (M)	
New Year's Day	Jan 2 (M)	Jan 1 (T)	Jan 1 (W)
Louis Riel Day	Feb 20 (M)	Feb 18 (M)	Feb 17 (M)
Good Friday	Apr 6 (F)	Mar 29 (F)	Apr 18 (F)
Victoria Day	May 21 (M)	May 20 (M)	May 19 (M)

Section 7.2 Worked Holidays

If an employee is required to work on a general holiday and does so work he shall be paid for such work at the rate of two times his/her regular rate and in addition he shall be paid an amount equal to the wages he would have earned on that day had that day not been a holiday.

Section 7.3 Unworked Holidays

Where a general holiday falls on an employee's regularly scheduled work day but he is not required to work that day, he shall be paid for that holiday in accordance with the following:

7.3(a) Subject to Section 7.3(b) an amount equal to the wages the employee would have earned on that day had that day not been a holiday.

7.3(b) An employee shall not be entitled to pay for any of the general holidays on which the employee has not worked where the employee has absented himself or herself from work without the Company's consent either on the regular working day immediately preceding or following the general holiday except where absence is by reason of established illness and such absence has not been for more than thirty days and was not the result of an industrial accident.

ARTICLE 8

VACATION AND VACATION PAY

Section 8.1 Eligibility

All full time employees on the active payroll of the Company shall be entitled to vacation credits in accordance with the following schedule:

<u>Years of Service</u>	<u>Length of Vacation</u>
1 - 4	80 Hours
5 - 9	120 Hours
10 or more	160 Hours

Seniority, as defined in Article 4, shall be used in this Article in place of years of service if an employee's seniority is greater than his/her years of service.

Section 8.2 Vacation Allowance on Termination of Employment

Employees whose active service is interrupted prior to their eligibility date of their vacation earning year shall receive pro rata vacation pay for each month of continuous active service completed during the vacation earning year in which active service is interrupted.

Section 8.3 Computing Vacation with Pay

- 8.3(a) The vacation earning year shall be from June 1 of each year to May 31 of the subsequent year. An employee's eligibility date shall be May 31 of each year. No later than January 1, 2009 vacation shall be earned and may be taken on a monthly basis. However, an employee will be required to retain sufficient vacation credits to cover up to a two (2) week plant shut down period in accordance with section 8.4.
- 8.3(b) Credit toward vacation with pay and/or pro rata vacation pay will be allowed for a month in which active service (hire, rehire or recall from lay off status) begins on or before the 16th day and for a month in which the active service is interrupted by termination, retirement or lay off on or after the 15th day.
- 8.3(c) Continuous absence of sixty (60) calendar days or more for any reason will be deducted when vacation allowance is calculated. However, absence for maternity leave or parental leave will not be deducted. Absence for occupational disability will not be deducted during the twelve month period following the occurrence of the occupational disability. A work period of six (6) continuous months following an absence for occupational disability will establish a new twelve (12) month period for a subsequent absence for the same occupational disability.

Section 8.4 Vacation Scheduling

Vacation periods shall be determined and scheduled by the Company. If vacations are staggered, the Company will, wherever practicable, give consideration to the seniority of an employee in the designation of the time for his/her vacation.

A period of temporary shutdown, normally in July or August, of at least one (1) week may be designated as a vacation period.

Section 8.5 Vacation Pay

Vacation pay shall be computed at the employee's base rate plus shift differential where applicable, in effect at the time vacation is taken.

Section 8.6 Holidays During Vacation Period

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

Section 8.7 Unused Vacation Credit

- 8.7(a) It is the intent of the parties that employees shall be required to use vacation credits as vacation. However, where an employee does not use all or part of his/her vacation with pay during the year between vacation eligibility dates, the employee shall receive pay in lieu of any remaining unused vacation credits after reaching his/her next eligibility date.
- 8.7(b) Employees may request to receive payment for unused vacation earned at May 31st by notifying the company in writing or vacation credits shall be carried over automatically. Vacation credits carried over must be used during the following June 1st to May 31st of the eligibility year. Pay in lieu of vacation credits carried over will not be allowed until the end of the eligibility year.
- 8.7(c) All payments in lieu of vacations shall be made at the employee's rate in effect on the current vacation eligibility date.

ARTICLE 9

LEAVES OF ABSENCE

Section 9.1 Authorized Leaves of Absence

An employee, upon written request and for proper cause, may be granted at the sole discretion of the Company, a leave of absence without pay. An employee must use all vacation credits prior to the Company granting a Leave of Absence. The only exceptions apply to leaves of absence for Military and Compassionate leave as defined by Federal legislation.

Section 9.2 Unauthorized Leave of Absence

An employee shall not be absent without first obtaining permission from his or her manager except in cases of emergency, sickness or other causes beyond the control of the employee, in which instances Security shall be notified or notification shall be made through the call in line, in the event the Company puts such in place. Notification shall be provided within one (1) hour of the start of the employee's regular scheduled shift. This includes regular and overtime shifts. Upon notification, employees who have not indicated a return to work date, must continue to call security or the call in line each and every subsequent day of absence until their return to work date is known.

Section 9.3 Union Officials and Political Offices

9.3(a) Any employee elected or appointed to any full time position with the Union shall be granted a leave of absence, without pay, if requested in writing from the Company, for the duration of such appointment; and shall return to work at the end of such leave of absence. The individual will notify the Company every two years that his/her appointment to a full time Union position is still in effect.

9.3(b) Any employee with seniority elected or appointed to a full time Federal, Provincial, or Municipal public office may make written application for a leave of absence for the period of his/her first term of active service in such public office. If such leave of absence is granted, additional leaves of absence for service in such office may be granted at the option of Management upon written application by the employee.

Any employee granted such leave of absence shall be entitled to reinstatement to such work as he may be entitled on the basis of the seniority provisions of this Agreement. Failure to return to work on his/her next regular shift upon termination of the leave of absence will result in termination, unless permission is obtained for extension of the time for the employee to report to work.

Section 9.4 Illness or Disability

Employees who are unavoidably absent because of illness or disability shall be granted leave, provided they notify Security or phone the call in line in accordance with article 9.2. Employees who have not indicated a return to work date, must continue to call Security or the call in line each and every subsequent day of absence until their return to work date is known.

When absent for five (5) consecutive working days or less an employee may be required to furnish proof of illness or disability upon return to work when requested by the Company.

When absent for more than five (5) consecutive working days an employee may be required to furnish proof of illness or disability on the date required by the Company.

Section 9.5 Termination of Leave

An employee who returns from leave of absence on or before the expiration date of the leave will be reinstated in accordance with the following:

- 9.5(a) If leave was due to injury or illness, the employee will be returned to the job classification which was last held if the employee is medically able to perform it and it does not conflict with Article 13.
- 9.5(b) Any employee who, upon return from leave due to injury or other medical disability, is unable to return to his/her former job classification may be placed on a job within his/her capabilities without regard to any seniority provision of this Agreement, provided the recall procedure will not be circumvented.
- 9.5(c) If leave is three (3) months or less and was granted for any reason other than those stated in 9.5(a) above, the employee will be returned to the job classification which he held. If leave is over three (3) months and was granted for any reason other than those stated in 9.5(a) above, the employee will be returned to the job classification which he held providing there is an opening in such job classification and his/her placement in such opening is not inconsistent with Article 13, otherwise, he/she may be placed on layoff.
- 9.5(d) Any employee requesting a leave of absence for more than three (3) months for military service, compassionate leave (in accordance with legislative requirements) will be reinstated into his/her classification providing his/her placement in such opening is not inconsistent with Article 13, otherwise, he/she may be placed on layoff.

Section 9.6 Maternity/Parental Leave

- 9.6(a) In the event that an employee who has completed seven (7) consecutive months of employment with the Company, advises the Company's Human Resources Department in writing that she is pregnant and wishes to have a leave of absence, the Company shall grant her a maternity leave of absence without pay consisting of:
 - (i) A period, not exceeding 17 weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in subparagraph (b) of Section 9.6; or
 - (ii) A period of 17 weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in subparagraph (b) of Section 9.6 and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

The employee's written request for a maternity leave of absence must be made at least four weeks prior to the day on which she intends to commence such a leave if reasonably possible.

- (iii) An employee who takes maternity and parental leave as provided for in Section 9.6 shall take them in one continuous period, unless the employee and Company otherwise agree.
- 9.6(b) At the time of advising the Company of her pregnancy an employee must provide the Human Resources Department with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 9.6(c) Maternity leave granted to a female employee under subparagraph (a) of paragraph 9.6 shall commence no earlier than 17 weeks preceding the date specified in the certificate mentioned in subparagraph (b) of Section 9.6 and shall terminate no later than 17 weeks following the actual date of delivery.
- 9.6(d) The Company may require a pregnant employee to commence a maternity leave of absence without pay at such time as she cannot, in the Company Physician's opinion, perform the normal duties of her job. If there is a difference of Medical opinion the Company will solicit the opinion of a third Physician.
- 9.6(e) The Company may require an employee prior to returning to work from a maternity leave of absence, to present the Company with the written opinion of a qualified medical practitioner that she is able to perform the normal duties of her job.
- 9.6(f) An employee who adopts a child under the laws of the province or becomes the natural parent of a child is entitled to parental leave to a maximum of 37 continuous weeks in the event that:
 - (i) The employee has completed seven (7) consecutive months of employment with the Company.
 - (ii) The employee's written request for a parental leave of absence must be made at least four weeks prior to the day on which he/she intends to commence such a leave if reasonably possible.
 - (iii) An employee who takes maternity and parental leave as provided for in Section 9.6 shall take them in one continuous period, unless the employee and Company otherwise agree.
- 9.6(g) Parental leave must commence not later than the first anniversary of the date on which the child is born or adopted or comes into the care and custody of the employee.
- 9.6(h) An employee whose maternity leave has expired may request an extension and the Company will give consideration to such request.
- 9.6(i) Pregnant employees not otherwise eligible for maternity leave under the terms of 9.6(a) of the Collective Agreement will be offered personal leave. Employees granted such leave will continue to accrue seniority for the duration of such leave not to exceed seventeen weeks unless extended by the Company. On termination of leave, the employee will be returned to the job classification last held if seniority permits.

9.7 Bereavement Leave

Up to four (4) working days bereavement leave with pay will be granted to an employee on the active payroll who, because of death in his/her immediate family, takes time off from work during his/her normal work schedule as such term is defined in Section 5.1 of this Agreement.

Such pay shall be for eight hours at his/her straight time base rate, including shift differential for each day off. An employee on the active payroll who is being compensated under any other provisions of the agreement at the time of the death of a member of his/her immediate family as defined in 9.7 will be granted bereavement leave in lieu of other compensated time and will have those other compensated hours credited back to him/her. Bereavement leave must be taken within the seven days following the death, funeral or service. For the purposes of 9.7, the "immediate family" is defined as follows: spouse or same sex partner, children, parents, grandparents, brother or sister, in laws of same relationship to the employee's spouse, spouse of brother or sister and their children, step parents, or a step parent of the current spouse, step child, step sister or step brother and grandchildren of any employee covered by this agreement. For the purposes of this section the term "children" will include a miscarriage or stillbirth by any employee covered by this agreement or their current spouse. In order to be eligible for bereavement leave in the case of a miscarriage or stillbirth medical documentation must be provided. Refer to chart in "Communications on File" section.

Section 9.8 Jury and Witness Duty Pay

Any employee who is summoned by the Crown to serve on a jury or to act as a witness for the Crown or is summoned to act as witness in a court of law, subject to the following limitations, shall be paid at his/her current straight time base rate, including shift differential, for each such regular work day or portion thereof. Witness fees or other fees will not be deducted from such pay.

An employee on the active payroll who is being compensated under any other provisions of the Agreement at the time of acting on a jury or as a witness as defined in 9.8 will be granted jury and witness duty leave in lieu of other compensated time and will have those other compensated hours credited back to him/her.

An employee is not entitled to pay under this 9.8 in circumstances where the employee: (1) is called as witness against the Company or its interests; or (2) is called as a witness on his/her own behalf in an action in which he is a party; or (3) voluntarily seeks to testify as a witness; or (4) is a witness in a case arising from or related to his/her outside employment or outside owned business activities. The employee shall furnish the Company evidence satisfactory to the Company, showing the performance of jury and/or witness duty.

Employees who are scheduled to work on second or third shift will be deemed to be assigned to first shift on the day or days of such leave, except that Section 6.4(c) will not apply.

ARTICLE 10

SAFETY AND PLANT CONDITIONS

Section 10.1 General

The Union shall cooperate with the Company to keep the plant in a safe, clean and sanitary condition. It is agreed by both parties that high standards of safety are to be maintained. The Company will continue to provide safe and effective equipment (except eye glasses ground and fitted to individual requirements and safety shoes) for fire and accident prevention. No set of safety regulations, however, can comprehensively cover all possible unsafe working practices. Therefore, the Union and the Company will undertake to promote in every practical way the realization of the responsibility of the individual employee with regard to preventing accidents to himself/herself or other employees.

The Company and Union are committed to the health and safety of all employees. To that end, the parties agree to the principles of continuous improvement in the area of health and safety programs and to work on resolving health and safety issues.

Section 10.2 Safety Committee

A Joint Safety Committee shall be appointed from the employees of the Company, not exceeding six (6) selected or elected by the employees and which shall include the Union Joint Safety Co-Chairperson and represent the Union and six (6) which shall represent the Company.

The duties of the Joint Safety Committee consist of:

1. Promote compliance with pertinent legislation.
2. Tour the plant monthly to identify concerns related to health and safety in the work place.
3. Review management's investigation of accidents and safety related incidents.
4. Participate in the investigation of major accidents, and review completed reports of serious injuries. The Company will provide training through the current module on Accident Investigation.
5. Health and safety training programs developed at Boeing Canada Technology will be developed by Training, EHS (Environmental, Health and Safety) and the Joint Safety Committee. Externally developed health and safety training programs will be reviewed by the Joint Safety Committee prior to implementation.
6. Meet monthly to receive, consider and dispose of concerns and complaints respecting the safety and health of employees.
7. Review and make recommendations regarding in-plant working environment issues that may place the safety and health of employees at risk.

Section 10.3 Union Co-Chairperson

Union Co-Chair of the Joint Safety Committee or designate shall have the right to:

1. Accompany government health and safety inspectors, fire inspectors, and National Union health and safety professionals on plant tours.
2. Participate when measurements or sampling of the occupational environment are being conducted and participate in discussions of the results.
3. Investigate accidents and safety related incidents. The Company shall inform the Co-Chairpersons of major accidents immediately.
4. The Union Co-Chairperson of the Joint Safety Committee shall be employed full time on day shift to work on Health and Safety issues. The Chairperson shall be allowed free access to and from the Company's operations in the performance of his/her duties. He shall first notify the Area Manager or his/her designate before preceding into the area. The Union Co-Chairperson shall receive the rate of pay he/she was paid prior to being chosen for the position and receive raises according to the Collective Agreement. He/she shall be paid the equivalent of forty (40) hours per week at straight time and shall be given the opportunity to work overtime in his/her applicable overtime group in his/her classification.
5. In the absence of the Union Co-Chairperson, the Company shall recognize an alternate Co-Chairperson designated by the Union.
6. The Union Joint Safety Committee Co-Chairperson and alternate will receive on hour training in level 1 and 2, sign language.
7. The Joint Safety Committee shall be given 20 minutes during a new employee's Health and Safety Orientation to provide an overview of their role.
8. The Company will provide work space for the use of the Joint Safety Committee Co-Chairperson. The space will include adequate room for storage of information and files relating to the Joint Safety Committee and for discussions with employees concerning safety and health matters.
9. The Company will provide the Joint Safety Committee a special phone equipped for communicating with deaf employee (TTY).

Section 10.4 General

- 10.4(a) The Company will provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric and lung function examinations at a frequency and extent necessary to determine whether the health of such employee is being adversely affected. The Company shall insure that the above mentioned medical services for each employee are conducted or received during regular working hours. If services are unavailable during the regular working hours of an employee, the Company will pay two hours at regular straight time hourly rates including shift premium, if applicable, to each employee receiving those medical services off shift.
- 10.4(b) No employee will be disciplined in the event he has complied with the Workplace Safety and Health Act as it is now written or hereafter amended.

- 10.4(c) Each employee may refuse to perform work that he has reasonable grounds to believe and does believe is dangerous to his/her safety or health, or the safety and health of another employee or any other person.
- 10.4(d) Each year on April 28 at 11:00 a.m., one minute of silence and lowering of the flag to half mast will be observed in memory of workers killed or injured on the job. The Company will fly the National Day of Mourning flag all day beside the Boeing flag.
- 10.4(e) The Company and the Joint Safety Committee shall insure that pertinent procedures pertaining to safety and health, such as but not limited to the lockout/tagout procedure are implemented.
- 10.4(f) In addition to the Level 1 and Level 2 Safety Training received by all employees (between 13 and 20 hours in duration), the Company will hold regular monthly crew safety meetings to present and discuss timely, pertinent health and safety issues identified by management and the Joint Safety Committee. Joint Safety Committee members will also receive Level 1 and Level 2 Health and Safety, WHMIS and Ergonomics training during the term of this Agreement.
- 10.4(g) The Joint Safety Committee Co-Chairpersons shall both be entitled to attend departmental safety meetings by arranging their attendance with the department manager in advance and meeting schedules will be made available to them prior to the meetings.
- 10.4(h) The Company and the Union recognize the importance of addressing Ergonomic issues in our workplace. To this end, and for the life of this agreement, the Company agrees to maintain the existing chartered Ergonomics team. The team will be comprised of volunteer members of the bargaining unit and non-bargaining unit. In addition, the Union may appoint two members to the team.

Section 10.5 Legislation

The Company and the Union agree to comply with the provisions of the W210 Workplace Safety and Health Act in effect on July 10, 2005, WHMIS and all provincial and federal legislation pertaining to safety and health.

Section 10.6 Protective Reassignment

1. Any employee who becomes pregnant while employed by the Company and is unable to continue in her work area will upon medical recommendation of her physicians and confirmation by the Company's physician be placed in an alternative job in her classification where possible. The employee may be placed outside her job classification in other work which she can do without regard to any seniority provisions of this agreement, provided no employee is surplus or laid off as a result of such placement.
2. During the time period the pregnant employee is employed in a new classification, she will not attain vested seniority in that classification, but will continue to accrue seniority.

ARTICLE 11

GRIEVANCE PROCEDURE

Section 11.1 Employee Complaints and Grievance

- 11.1(a) The parties desire that individual complaints and grievances shall be settled whenever possible with supervision in the area the complaint or grievance originates.
- 11.1(b) Only matters dealing with the interpretation or application of terms of this Agreement shall be subject to the grievance procedure. In addition, any non-probationary employee shall have the right to appeal his/her discharge, lay-off, disciplinary suspension or unsuccessful application to a job posting by filing a written grievance in Step 2 of the grievance procedure within five (5) working days of the Company's action.
- 11.1(c) It is mutually agreed that probationary employees will have the right to have their case heard by the Human Resources Director or his/her designee with the Committee Person present, with the understanding that the decision of the Human Resources Director or his/her designee is final and not subject to grievance or arbitration.

Section 11.2 Method of Handling Complaints and Grievances

- 11.2(a) All complaints shall be presented within four (4) working days from the date the employee could reasonably have known of the act or omission on which the complaint is based. The term working days shall exclude Saturdays, Sundays, Holidays and vacation as defined herein.
- 11.2(b) All time limits spelled out in the Article may be extended by mutual agreement providing the request is made in writing.

STEP 1

Individual complaints which arise under this Agreement may be discussed by the complaining employee with his/her immediate supervisor either with or without his Committee Person being present. If the Committee Person is present and considers the complaint to be valid, he will attempt to effect a settlement of the complaint with the employee's supervisor.

The procedures outlined in Step 1 above as well as in the subsequent steps of the grievance procedure shall apply equally to a complaint or grievance lodged by a group of employees. The supervisor shall give his/her reply within two (2) working days from the time the complaint is presented to him/her.

STEP 2

If the reply in Step 1 is not satisfactory the Committee Person may reduce the complaint to writing on a form supplied by the Company within five (5) working days from the time the Supervisor has given his/her answer. The grievance will contain a clear statement of the facts

upon which the grievance is based, the Section or Sections of the Agreement alleged to have been violated and the remedy sought. The grievance will be submitted to the Human Resources Director, or someone designated by him/her.

The Human Resources Director, or his/her designee, other Management Representatives that he may designate, the Committee Person who filed the written grievance and the Chairperson, shall confer within ten (10) working days after submission of the grievance to this step of the grievance procedure. Such meetings will normally be held once a week on Thursday morning.

The Human Resources Director or his/her designate(s) shall render a decision in writing within five (5) working days of such meeting.

POLICY GRIEVANCE

Any grievance the Union may have against the Company shall be submitted in Step 2 in the form of a Policy Grievance. Such grievance must be submitted in writing within ten (10) working days from the date the Union could reasonably have become aware of such occurrence. The written grievance must state the facts upon which the grievance is based, the Section or Sections of the Agreement alleged to have been violated and the remedy sought.

STEP 3

Should the decision rendered by the Company in Step 2 be unacceptable to the Union, the Union may appeal the grievance to arbitration within ten (10) working days from the date of the Company's decision. Such appeal shall be in writing and mailed by registered mail to the Company.

ARBITRATION PROCEDURE

Grievances appealed to arbitration as stated above, shall be scheduled for hearing within fifteen (15) working days following such appeal.

Immediately following the execution of this Agreement, the parties will proceed to compile a list and agree upon a panel of four (4) arbitrators. Thereafter assignment of cases to arbitrators on the panel shall be rotated in alphabetical order of the last names. Grievances carried to the arbitration stage shall be heard before a single arbitrator and assigned in numerical order from those appealed during the period stated above.

Should the parties be unable to reach an agreement the Minister of Labour for the Province of Manitoba shall be requested to appoint a single Arbitrator.

The Arbitrator, when selected, shall meet with the National Representative of the Union, and the Human Resources Director, or their designated representatives, at which time both parties will present their cases. Each party to the proceedings shall be entitled through Counsel, or otherwise to present evidence, to cross examine the witnesses of the other party, and to present oral arguments. A brief of argument may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other. Briefs of argument and replies thereto shall be filed within the times specified by the Arbitrator. A party presenting the brief of argument or reply to Arbitrator shall forthwith deliver a copy thereof to the other party. Argument and testimony shall be limited to the matters set forth in the written statement of grievance. Unless a mutual agreement as to the extension of time has been agreed upon by both parties, it shall be mandatory upon the Arbitrator to render his/her findings and decision

within thirty (30) calendar days after conclusion of the hearings; and the decision of said Arbitrator shall be final and binding on both parties.

The Arbitrator shall not have jurisdiction to arbitrate away, in whole or in part, any provisions of this agreement. Each party shall pay any compensation and expense relating to its own witnesses or representatives. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy that party will pay one-half of the stenographic costs.

The decision of the Arbitrator shall be final and binding on both parties and his/her expense shall be borne in equal share by the Company and the Union.

Section 11.3 Grievance Mediation

- a) The Company or the Union may, within five (5) calendar days following receipt of a reply at Step 2 of the grievance procedure set out in Article 11 of the Collective Agreement, request that the other party agree that a grievance be referred to Grievance Mediation.
- b) A party's refusal to agree to refer a grievance to Grievance Mediation shall not be subject to the grievance procedure or arbitration provisions set out in Article 11 of the Collective Agreement.
- c) A grievance shall only be referred to Grievance Mediation where the grievance has been properly carried through the grievance procedure set out in Article 11 of the Collective Agreement and the Company and the Union have mutually agreed in writing to refer the grievance to Grievance Mediation.
- d) Where a grievance is referred to Grievance Mediation, the Grievance Mediation process shall be completed before the grievance may be referred to Arbitration in accordance with the arbitration provisions set out in Article 11 of the Collective Agreement.
- e) Grievance Mediation will commence within twenty-one (21) calendar days of the grievance being referred to Grievance Mediation, unless the time limit has been extended by mutual agreement in writing between the Company and the Union.
- f) The parties may agree to the appointment of a Mediator through the Minister of Labour, provided that such a Mediator is able to commence the Grievance Mediation within the time period set out in (e) above, unless the time limit has been extended by mutual agreement in writing between the Company and the Union.
- g) Proceedings before the Mediator shall be informal, the rules of evidence shall not apply, no record of the proceedings shall be made and neither party shall be represented by legal counsel before the Mediator.
- h) The Mediator will have the authority to facilitate and recommend a non binding resolution of the grievance that is consistent with the Collective Agreement. The Mediator has no authority or power to compel the resolution of a grievance or to impose or require the parties to accept his or her suggested resolution of the grievance.
- i) If a grievance is not settled through the Grievance Mediation process after referral thereto, the Mediator shall provide the parties with an oral advisory opinion and the grounds for such opinion immediately following Grievance Mediation, unless both parties agree that no advisory opinion shall be provided.
- j) If a settlement is not reached within five (5) calendar days following Grievance Mediation, the grievance may be submitted to Arbitration in accordance with the arbitration provisions set out in Article 11 of the Collective Agreement. No person serving as Mediator may serve as Arbitrator.
- k) The Grievance Mediation process is without prejudice and nothing said or done by the Mediator or the parties during or in relation to the Grievance Mediation may be referred to at any subsequent Arbitration. Any documentation shared between the parties during the Grievance Mediation process must be treated as confidential, no copies of the documentation may be made without the permission of the party who provided the

documentation and the party who was provided the documentation must immediately return it upon the completion of the Grievance Mediation.

- l) The Union and the Company will share any costs of the Grievance Mediation equally, except that the Union shall pay all applicable wages for time spent by any bargaining unit employee(s), including Union representatives, relating to the Grievance Mediation.

- 11.4 In administering the time limits specified in the grievance procedure under Article 11 of the Collective Agreement, the day of the complaint or grievance shall not be counted. The following working day shall be counted as the first day of the time limit. To answer a grievance or to submit a grievance at the next step the parties shall have until 3:30 p.m., the end of the day shift, on the final day of the time limit. The 3:30 p.m. deadline shall apply regardless of the time of day at which the earlier grievance/reply had been presented.

ARTICLE 12

AUTOMATIC RATE PROGRESSION

Section 12.1 An employee on the active payroll shall receive an automatic base rate increase of 20 cents per hour on the dates listed in Section 12.2 below until he reaches the rate range maximum of his/her assigned labour grade. If at the time of an automatic base rate increase, an employee's base rate is 19 cents or less from the maximum base rate of his/her assigned classification, the increase will be the amount necessary to reach, but not exceed, the maximum base rate. Nothing in this Article, however, shall limit the Company at anytime from placing an employee at any level in the progression schedule. Employees on progression may be assigned any work described for the job classification in which they are classified. Provisions of this paragraph do not apply to any employee whose base rate exceeds the rate range maximum of his/her assigned labour grade.

Section 12.2 The dates on which increases described in the Section 12.1 above shall be effective are:

July 4, 2011
October 24, 2011
February 13, 2012
June 4, 2012
September 24, 2012
January 14, 2013
May 6, 2013
August 26, 2013
December 16, 2013
April 7, 2014

ARTICLE 13

PROMOTION, LAYOFF, & RECALL PROCEDURE

Section 13.1 Purpose and Definition

Both parties hereto agree that continued service over a period of time should, and in most cases does, increase the worth of an employee to his/her employer, and that length of service should receive recognition and therefore agree:

that in the case of promotion the principle of seniority, where skill and ability are relatively equal, shall be the determining factor and shall apply upon a Company-wide basis in accordance with the specific applicable provisions of this Agreement.

Section 13.2 Filling Job Openings

The sequence in filling job openings will be as follows:

- 13.2(a) Employees with recall rights as defined in Section 13.6 below and employees permanently displaced from the job classification under the provisions of Section 4.6 or Section 9.5(c) who are now medically able to perform the work based on seniority.
- 13.2(b) After all the employees referenced in 13.2(a) above have been exhausted the Company will post in accordance with the provisions outlined in Section 13.3.
- 13.2(c) Lacking qualified employees under the procedure outlined in 13.2(b) above, the Company may fill such openings by hiring new employees.

Section 13.3 Job Postings

- 13.3(a) Every three months the Company will post for five (5) working days those jobs for which it expects openings to occur, other than on a temporary basis, during the three month period. Employees may submit requests on a Company supplied form to fill expected openings during the particular three month period. When openings occur, and after the provisions outlined in 13.2(a) above have been exhausted, employees with seniority who have submitted a request for the particular job will be given consideration. Employees will be selected in accordance with the principle of seniority as defined in Section 13.1. If a vacancy occurs which was not posted as outlined above, the Company will specially post the opening for five (5) working days and will select a candidate in accordance with the provisions of this section from among those employees who bid for the special posting. The Company will e-mail the names of the successful candidates to all bargaining unit employees. The Company will forward to the Union a copy of all job postings, a list of all applicants and qualified applicants as soon as available and a list of successful applicants following notification to these employees. The Company will forward to the employee a receipt at the time of application, a letter of notification to the employee regarding whether or not he or she was successful and, upon request, notification of whether or not he or she passed any required tests. Nothing in this provision, however, will prevent the Company from offering either employees involved in a surplus a lateral or

downgrade reclassification in lieu of layoff or employees returning to the bargaining unit to a job classification previously held prior to posting.

The Company may, at times, determine a need for a term job assignment. The Company may post a term job following the same procedure as listed above but the vesting provisions outlined in section 13.3(c) will not apply in these circumstances. Term assignments will not extend beyond six (6) months of the date of appointment. The term may be ended by the Company prior to the posted end date. Upon completion of the term assignment the employee will be returned to the classification from which they left, provided their seniority permits. If a permanent job posting becomes available during the term assignment, the employee may apply to the posting in accordance with 13.3 (a). Any time spent on a term assignment will not be used towards experience on future job postings. Employees will be compensated for term assignments in accordance with 6.1 (b). This provision will not prevent the Company from utilizing temporary assignments as per section 13.8.

- 13.3(b) An employee having bid for and been accepted shall not be eligible to be considered for a further job posting, for a period of sixty (60) calendar days. An employee having been newly hired shall not be eligible to be considered for a job posting for a period of six (6) months from the date of hire.
- 13.3(c) Upon reclassification to a different job classification the employee will retain seniority for sixty (60) calendar days in the job classification from which he was reclassified. After sixty (60) calendar days, an employee's seniority will be vested on the new job classification to which he has been moved under successful application for the posted job. Employees will be given the normal familiarization with the job.

Section 13.4 Reduction in Force

- 13.4(a) In effecting a reduction in force within a job classification the following procedure shall be followed:
1. the first selection would be probationary employees;
 2. the second selection would be full time employees in reverse order of seniority subject to the use of retentions as defined and described in Section 13.5.
- 13.4(b)(1) Employees referenced in 13.4(a)(2) above, if their seniority permits, may elect to be moved within their occupational group to the next equal or lower job classifications.
- 13.4(b)(2) Employees referenced in 13.4(a)(2) who do not possess the seniority to exercise rights described in 13.4(b)(1) above, may elect to be moved to any equal or lower graded job classification previously held on a permanent basis if their seniority permits.
- 13.4(b)(3) Employees who are not able to bump to any equal or lower job classification as described in 13.4(b)(1) and 13.4(b)(2) above may elect to be moved to the job classification Technician Plastic if this classification is equal to or lower than the job classification held at the time of reduction in force and their seniority permits.

- 13.4(c) Employees who are unable to exercise bumping rights or who do not elect to be moved to the job classification of Technician Plastic or whose seniority does not permit them to hold the job classification of Technician Plastic will be laid off in reverse order of seniority.

Section 13.5 Retentions

A retention is the retaining, in a job classification in which the surplus has been declared by the Company of an individual whose seniority position would have caused him/her to have been surplusd while some other employee or employees with greater seniority are surplusd. In each instance the retained employee will be designated, at the time the retention is used, to be retained in the job classification rather than to have him/her affected by the surplus action.

- 13.5(a) In determining the number of allowable retentions, calendar six-month periods shall be used, the first period in each year shall be from January 1 to June 30, inclusive, and the second period shall be from July 1 to December 31 inclusive.
- 13.5(b) For each period the allowable number of retentions applicable shall be the number resulting from applying 4% of the total number of employees in the bargaining unit on the first regular working day of each six month period. The number of allowable retentions shall be computed to the nearest whole number and a fraction of 1/2 or more shall be treated as one.
- 13.5(c) The Company's use of retentions in the number allowed or the surpluses resulting from the application and use of such retentions, shall not be subject to challenge or to grievance procedure.
- 13.5(d) The Human Resources Director will have a meaningful discussion with the Chairperson of the Union as to the reasons for the use of any retentions.
- 13.5(e) Retentions shall be for a period not more than six (6) months unless otherwise extended by mutual agreement of the parties.

Section 13.6 Recall

- 13.6(a) Employees who had either held the job classification in which additional employees are required or had elected to be moved to such job classification at time of surplus but lacked sufficient seniority to displace another employee and who elected lay off benefits under Section 14.4 (b) (ii) will be grouped together by seniority for purposes of recall.
- Notwithstanding the above, employees who decline election as referenced in 13.4(b)(1), 13.4(b)(2) or 13.4(b)(3) shall forfeit seniority rights in that job classification.
- 13.6(b) An employee who declines recall to any job classification to which he/she has recall rights shall lose his/her seniority if he is on layoff status.
- 13.6(c) If recalls are needed in Tech Trim, Tech Plastic, Assembly Tech or Storekeeper they will be grouped together by seniority for the purposes of recall. Notwithstanding the aforementioned, only employees who had successfully

completed the Assembly Tech training program or Storekeeper training program (not to exceed 40 hours) prior to being laid off will be considered for the Assembly Tech or Storekeeper recall. Employees recalled to Tech Plastic or Tech Trim will be trained upon recall. This provision is not intended to circumvent the Letter of Understanding entitled Training Programs.

- 13.6(d) Notwithstanding the above, if the Company requires employees in a classification where there are currently employees on the external recall list but the Company does not require an increase in overall staffing levels, the Company may assign the most junior Tech Plastic for the required classification.

Section 13.7 Temporary Layoff

Anything to the contrary in this Agreement notwithstanding, when the Company determines it is necessary to reduce the number of employees working within a job classification, the junior employees in the affected work centre considered by the Company to have an excess number of employees, who are within such job classification, may be temporarily laid off for not more than fourteen (14) calendar days in any one calendar year, with or without application of the procedures stated in this Agreement during such period of temporary layoff. The Company agrees that the Union will be notified whenever possible in advance.

Section 13.8 Temporary Assignment

The Company may temporarily assign employees to perform work assignments described for other job classifications. When such temporary assignment is to a higher rated job classification for more than one (1) day, the employee shall receive the rate of the new job classification.

When such temporary assignment is to an equal or lower rated job classification, the employee shall retain his/her current hourly rate of pay. When temporary assignments to higher rated job classifications are for thirty (30) calendar days or more, the selection of employees will first be from active employees on the recall list for the job classification of the temporary requirement. If such employees are unavailable, the selection of employees will be from the job classification, group and shift where the employees are being selected for the temporary assignment, by seniority. This Section will not be used to circumvent the job posting procedure as provided for in Section 13.3.

Section 13.9 Work Restrictions - Non Bargaining Unit Employees

Non bargaining unit employees shall not be permitted to perform any bargaining unit work except in the following types of situations:

- (a) In the instruction or training of employees.
- (b) In emergencies.
- (c) In developing production processes.

This clause will not be used to displace a production employee on a full time job.

It is understood that the quality of support provided by technical manufacturing support staff members to bargaining unit employees is directly impacted by their experience in actually performing the type of work performed by those bargaining unit employees. The Company and the Union therefore agree that technical support staff members may, as part of process improvement activities, perform production work only with the direct participation of a bargaining unit employee normally assigned that work. Such production work as it applies to a unit will be restricted to that number necessary to verify the process or material change related to the process improvement activity.

It is further agreed that no bargaining unit employee will be displaced by this activity and that no bargaining unit employee will be reclassified, reassigned or have his or her shift changed as a direct result of this activity. The Company and the Union will meet prior to technical support staff members' activity to discuss the intent and anticipated duration of their involvement in the production work. Further, the Company and the Union will discuss and resolve any issues that may arise from work activity defined in this letter.

ARTICLE 14

GENERAL

Section 14.1 Requirement of Medical Examination

- 14.1(a) In the interest of continued safety of individuals and their fellow employees, any applicant for employment may be required by the Company to undergo a medical examination by a doctor of the Company's selection. If, by reason of such examination, the applicant is rejected for employment, he will be furnished with a copy of the doctor's report.

An employee may be required by the Company to undergo a medical examination for reasons of medical surveillance due to potential exposure to harmful agents, determination of fitness to return to work from a medical related absence or if incapable of performing assigned work functions by a doctor of the Company's selection or if the employee's private physician performs any of the medical examinations for any of the above reasons, the results of such examination will be forwarded to a doctor of the Company's selection for review.

If an employee is found by such doctor to be medically incapable of performing his/her assigned work functions, the Company will furnish the employee with a copy of the doctor's report, inform the union and will attempt to place such employee in work which, in the opinion of the Company, he is medically capable of performing. In the event that reassignment to a lower labour grade or involuntary separation from the payroll results from a finding of medical disqualification on the part of the Company, the Union may take such finding through the regular grievance channels; and such grievance, in order to be processed, (a) must be supported by medical testimony which is contradictory to the Company's findings and (b) must be filed by the Committee Person, or someone designated by him/her, with the Human Resources Director or someone designated by him/her, within fourteen (14) workdays after the date of such reassignment to a lower labour grade or such involuntary separation from the payroll.

- 14.1(b) All health records will only be accessible by health professionals.

Section 14.2 Inventions

- 14.2(a) Employees shall be permitted to retain ownership of an invention conceived or developed by them if the invention (a) was developed entirely on the employee's own time and the invention is one for which no equipment, supplies, facilities, or trade secret information of the Company was used; and (b) does not (i) relate directly to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or (ii) result from any work performed by the employees for the Company. All other inventions shall be the property of the Company, and employees shall assist the Company in the protection of such inventions as directed by the Company.

- 14.2(b) No employee shall be required, as a condition of employment or continued employment, to sign an invention agreement which contravenes the provisions of 14.2(a).

Section 14.3 Technological Change

In this Article:

14.3(a) "technological change" means

- (i) the introduction by the Company into its work, undertaking or business of equipment, material, process or method of a different nature or kind than that previously used by the Company in the operation of its work, undertaking or business, and
- (ii) a change in the manner in which the Company carries on its work, undertaking or business that is directly related to the introduction of that equipment, material, process or method.

14.3(b) The provisions of this Article are intended to assist employees affected by any technological change to adjust to the effects of the technological change.

14.3(c) Sections 83, 84 and 85 of The Labour Relations Act of Manitoba do not apply during the term of this Agreement to the Company and the Union.

14.3(d) The parties to this Agreement recognize that technological changes that result in increased efficiency and productivity must be encouraged and further that the parties have a direct responsibility to reduce to a minimum the adverse effects that may result from such changes.

14.3(e) If the Company decides to effect a technological change that is likely to affect the terms and conditions or security of employment of employees or to alter significantly the basis upon which this Agreement was negotiated:

- (i) the Company shall give the Union written notice prior to the technological change coming into effect and will meet and discuss with the Union the steps to be taken to assist the employees affected to adjust to the effects of the technological change;
- (ii) if in the opinion of the Union the Company has failed to comply with subsection 14.3(e)(i) the Union may submit this in writing as a difference between the Union and the Company whereupon it shall be decided by arbitration whether or not the Company has effected a technological change that is likely to affect the terms and conditions or the security of employment of employees or to alter significantly the basis upon which this Agreement was negotiated; and
- (iii) in the arbitration of a difference between the Union and the Company as referred to in subsection 14.3(e)(ii) such arbitration shall take priority over any other arbitration then in process.

14.3(f) In the event of a technological change requiring specialized training, the Company agrees to give first opportunity for that training to employees then on the payroll according to seniority of employees in the section or area affected.

- 14.3(g) In the event of the introduction of new technology resulting in work that requires the creation of a new job classification, job openings shall be filled in accordance with article 13.2.
- 14.3(h) Should the Company give written notice to the Union in accordance with subsection 14.3(e)(i) or if it has been decided by arbitration that the Company has effected a technological change that is likely to affect the terms and conditions or the security of employment of employees or to alter significantly the basis upon which this Agreement was negotiated, any employee, other than a probationary employee, who, because of the technological change, is laid off under Section 13.4(d) after all bumping provisions in Section 13.4 have been exhausted, shall, in addition to any other payment he is entitled to on the termination of his/her employment, be paid a layoff benefit in keeping with Section 14.4.

Section 14.4 Layoff Benefits

14.4(a) Eligibility.

All bargaining unit employees who have at least one year of Company service and who are involuntarily laid off from the company under Section 13.4(d) or 14.3(g) are eligible to receive the benefit described in Section 14.4(b).

14.4(b) Amount and Payment of Benefit.

An eligible employee's total benefit shall equal one week of pay (i.e. 40 hours at the employee's base rate plus cost of living adjustment in effect on the date of layoff, but excluding any shift differentials or other premiums) for each full year of Company service as of the employee's layoff date, subject to a maximum benefit of 26 weeks of pay. Eligible employees may elect either of the following:

- (i) Lump sum benefits will be paid following the effective date of layoff. Employees who elect this option will have all seniority under Article 4 and all recall rights under Article 13 canceled.
- (ii) Income continuation benefits will be paid in 80 hour increments, subject to an employee's total benefit, on regular paydays beginning with the second payday following the effective date of layoff. Income continuation benefits shall immediately cease upon the earlier of any of the following events: exhaustion of the employee's total income continuation benefit; re-employment with the Company; failure to respond to a notice of recall as described in Article 4; or change in the employee's employment status from layoff to resignation, dismissal, retirement, death, or leave of absence. Employees who elect this option will retain seniority as described in Article 4 and will retain recall rights as described in Article 13.

14.4(c) Benefit Not Applicable for Other Purposes.

Periods for which an employee receives income continuation benefits shall not be considered as compensation or service under any employee benefit plan or program and shall not be counted toward Company service.

14.4(d) Continuation of Medical Coverage.

In the event of layoff, Supplemental Health Care, Prescription Drug and Vision Care Plan coverages continue for you and your dependents for up to three months after the end of the month in which layoff occurs or, if earlier, the date you become covered by another employer's Supplemental Health Care, Prescription Drug or Vision Care Plan either as an employee or dependent.

Section 14.5 Tuition Fees

Reimbursement of tuition fees (to the extent such reimbursement is not available from a Governmental agency) will be provided for an employee who voluntarily and satisfactorily completes an off-hour course or training program offered by a Company-approved non-Company school or training organization as follows:

- 14.5(a) Course is a condition of employment - 100% reimbursement - in advance.
- 14.5(b) Course directly job related - 100% reimbursement - in advance.
- 14.5(c) The Company agrees to provide 100% reimbursement of tuition fees (to the extent such reimbursement is not available from a Governmental agency) to an employee who successfully completes a course which provides future benefit to the Company.
- 14.5(d) The course or training program is one that is not available to the employee in the Company's off-hours training programs and is of mutual benefit to the Company and the employee.
- 14.5(e) The course or training program must be available on a schedule that does not interfere with the employee's regularly assigned shift. The Company will be as flexible as possible in shift assignment to accommodate approved courses or training programs where the employee indicates at the time of application for training that he requires a change to his/her regularly assigned shift.
- 14.5(f) Participation under the provisions of this Section 14.4 shall be subject to the following:
 - (i) The number of participating employees shall not exceed 2% of the number of employees in the unit in which he/she is employed unless by mutual agreement.
 - (ii) Application for such participation shall be made on forms provided by the Company and shall be submitted to the Company for approval prior to the beginning of such a training program.
 - (iii) Reimbursement shall under no circumstances be considered as compensation to the employee or as part of his/her base wage or wages. The list of Company-approved non-Company schools and training organizations will be furnished to the Union.
 - (iv) For any participating employee who is eligible for educational expense reimbursement from a Governmental agency, Company reimbursement

will be reduced by the amount of reimbursement that the employee is eligible to receive from such agency.

Section 14.6 Non-Discrimination

The Company and the Union agree to abide by The Human Rights Code of Manitoba.

The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of ancestry, colour or race, nationality or national origin, ethnic background, religion or creed, religious belief or association or activity, age, sex, pregnancy, gender-determined characteristics, sexual orientation, marital or family status, source of income, political belief or association or activity, physical or mental disability, or by reason of union membership or activity.

ARTICLE 15

SICK LEAVE

It is understood that the purpose of the sick leave provisions of this Article is to provide monetary compensation to employees who are entitled to such payment during periods of illness up to a maximum of five (5) work days, per annum, and to encourage regular attendance on the job.

Any absences paid in accordance with the provisions of Article 15 Sick Leave, will not be counted in determining whether an employee should be disciplined for poor attendance.

Section 15.1 Eligibility

Upon completion of one (1) year of continuous active service an employee will be credited with 3.33 hours of sick leave for each month of such service and for each month of continuous active service completed thereafter. Employees whose continuous active service is interrupted after completion of one (1) year because of layoff, retirement, extended sick leave or death, shall be entitled to receive pay for their unused sick leave credit. If continuous active service is interrupted for any other reason, pro rata sick leave will not be paid.

Section 15.2 Computation of Sick Leave Credit

- 15.2(a) Credit toward sick leave will be allowed for a month in which continuous active service begins on or before the 16th day and for a month in which the continuous active service is interrupted on or after the 15th day.
- 15.2(b) Continuous absence of sixty (60) calendar days or more for any reason will be deducted when sick leave credit is calculated. However, absence for maternity leave or parental leave will not be deducted. Absence for occupational disability will not be deducted during the twelve month period following the occurrence of the occupational disability. A work period of six (6) continuous months following an absence for occupational disability will establish a new twelve (12) month period for a subsequent absence for the same occupational disability.

Section 15.3 Pay for Sick Leave

- 15.3(a) Unused sick leave up to a maximum of ten (10) work days will be accumulated for all employees. When an employee has accumulated a credit in excess of ten (10) work days, he/she shall be paid an amount equal to his/her unused sick leave in excess of ten (10) work days on his/her anniversary date.
- 15.3(b) Sick leave pay for absence due to illness shall not be in excess of ten (10) days in any anniversary year.

Section 15.4 Use of Sick Leave Credit

- 15.4(a) Sick leave will be allowed for full work days or, in the event that an employee leaves his/her work because of illness before the end of his/her regularly scheduled shift, partial days will be allowed.
- 15.4(b) In order to be entitled to sick leave pay, an employee must notify the Company on or prior to the day of absence due to illness. The employee, or person

authorized to do so on his/her behalf, shall call Security and advise him/her of such absence due to illness. Employees who have not indicated a return to work date on the first day of absence, must continue to call Security each and every subsequent day of absence until their return to work date is known.

ARTICLE 16

GROUP INSURANCE PROGRAM

Section 16.1 Type of Group Insurance Program for Employees on the Active Payroll.

The Company will provide the group life insurance benefits, accidental death and dismemberment insurance benefits, supplemental health care benefits, prescription drug plan benefits, vision care plan benefits, dental plan benefits and weekly disability income benefits for eligible employees and supplemental health care benefits, prescription drug plan benefits, vision care plan benefits and dental plan benefits for covered dependents of eligible employees as summarized in the 29-page document entitled Group Insurance Program, effective September 1, 1996, or on such later date when specifically stated therein and subject to all of the terms and conditions contained in or referred to in such program.

Section 16.2 Cost of Group Insurance Program for Employees on the Active Payroll.

The Company will pay the full cost of providing the group life insurance benefits, accidental death and dismemberment insurance benefits, supplemental health care benefits, prescription drug plan benefits, vision care plan benefits, dental plan benefits and weekly disability income benefits.

Section 16.3 Details and Methods of Coverage.

The benefits summarized in the Group Insurance Program shall be procured by the Company under contracts with insurance companies or health care contractors which will be in the form customarily written by such companies or contractors, and the Group Insurance Program shall be subject to the terms and conditions of such contracts, consistent with the summary in the Group Insurance Program. The failure of an insurance company or health care contractor to provide for any of the benefits for which it has contracted shall result in no liability to the Company, nor shall such failure be considered a breach by the Company of the obligations which it has undertaken by this Agreement. However, in the event of any such failure, the Company shall immediately attempt to provide substitute coverage.

Section 16.4 Administration.

The Group Insurance Program shall be administered by the companies or health care contractors with whom the Company enters into contractual relationships for the purpose of providing the coverage contemplated by the Group Insurance Program and no question or issue arising under the administration of such Group Insurance Program or the contracts identified therewith shall be subject to the grievance procedure or arbitration provisions of Article 11 of this Agreement.

Section 16.5 Copies of Policies to be Furnished to Union.

Copies of the policies and contracts executed by the insurance companies or health care contractors pursuant to this Article shall be furnished to the Union and the coverages and benefits indicated in the Group Insurance Program, the rights of eligible employees in respect of such coverages, and the settlement of all claims arising out of such coverages shall be in accordance with the provisions, terms and rules set forth in such contracts.

ARTICLE 17

PENSION PLAN

Section 17.1 Participation in the Current Retirement Plan.

Subject to the approval of the Minister of Finance for Canada and of other cognizant governmental authorities, Company contributions and employee contributions to the Retirement Plan for Employees of Boeing Canada Technology, Ltd. on behalf of the employees to which this Agreement relates shall be discontinued effective January 1, 1991. Each employee to whom this Agreement relates who is a Member of this Plan on December 31, 1990 shall, as of April 1, 1991, be permitted to have the Company transfer the Accumulated Value of his/her Member Account attributable to his/her own contributions to a personal Registered Retirement Savings Plan. The portion of the Accumulated Value of his/her Member Account attributable to Company contributions shall remain in the Plan in the Member Account. The Accumulated Value of Company contributions made on behalf of each employee who is eligible to retire in accordance with the terms of the Plan on January 1, 1991 shall be fully and irrevocably vested and otherwise subject to the regular retirement provisions of the Plan. The Accumulated Value of Company contributions made on behalf of each employee who is not eligible to retire on January 1, 1991 shall be vested in accordance with the regular vesting provisions of the Plan on that date, and will continue to vest with continued employment subject to the regular termination of service provisions of the Plan.

Section 17.2 Establishment of Pension Plan.

Subject to the approval of the Minister of Finance for Canada and of other cognizant governmental authorities, as more particularly hereinafter specified, and to review by the Retirement Committee of The Boeing Company, and to the provisions of Section 17.5 hereof, a pension plan (hereinafter called the Plan) shall become effective on January 1, 1991 for the employees within the unit to which this agreement relates and shall continue while this agreement is in effect as to such employees in accordance with and subject to the terms, conditions and limitations of the Plan.

Section 17.3 Approval of Plan.

Approval of the Plan by the Minister of Finance for Canada as referred to in Sections 17.1 and 17.2 means a continuing approval sufficient to establish that the Group Retirement Savings Plan, the Deferred Profit Sharing Plan and the Plan are at all times qualified and exempt from income tax under all applicable provisions of Federal law, and that contributions made by the Company under these Plans are deductible for income tax purposes in accordance with the law. The cognizant governmental authorities referred to in Sections 17.1 and 17.2 include, without limitation, the Department of Finance and the Manitoba Pension Commission, and their approval means their confirmation with respect to any matter within their regulatory authority that these Plans do not conflict with applicable law.

Section 17.4 Continuation Beyond Agreement.

The Company shall not be precluded from continuing the Pension Plan in effect as to employees within the units to which this agreement relates, after expiration or termination of this agreement subject to the terms, conditions and limitations of the Plan.

Section 17.5 Provisions of the Plan, effective January 1, 1991.

Subject to the approvals specified in Section 17.3, the Company will provide the provisions of the Plan effective January 1, 1991, in accordance with the following:

- 17.5(a) Effective Date: The effective date of the Plan shall be January 1, 1991.
- 17.5(b) Plan Funding: The Plan will be funded solely by the Company. Employee contributions are not required.
- 17.5(c) Eligibility to Participate: All employees within the unit to which this agreement relates who have one or more years of service with the Company on January 1, 1991 will become eligible to participate on January 1, 1991. For other employees within the unit to which this agreement relates, eligibility to participate shall become effective after one year of service with the Company.
- 17.5(d) Accrued Benefit: The Accrued Benefit for each employee in the service of the Company on or after January 1, 1991 will be equal to \$20.00 per month for each year of Credited Past Service and \$25.00 per month for each year of Credited Future Service.
- 17.5(e) Service Credit: For purposes of determining an employee's Accrued Benefit, an employee shall earn one full year of Credited Past Service for each calendar year of continuous Company service as a member of the bargaining unit prior to January 1, 1991 and after one year of service (one year after hire date). Partial years of Credited Past Service shall be determined as the number of days as an employee divided by 360.

One full year of Credited Future Service shall be earned for each calendar year of Company service as a member of the bargaining unit after January 1, 1991 and after one year of service during which an eligible employee has 1,710 compensated hours of service. Employees who are eligible participants for less than a full calendar year shall earn a fraction of a year of Credited Future Service equal to the ratio (not to exceed one) of the number of compensated hours while an eligible participant of the Plan during the year to 1,710. Compensated hours of service shall include paid vacation, paid holidays, paid sick leave, up to 17 weeks for maternity leave, up to 37 weeks for parental leave, up to 26 weeks while entitled to Weekly Disability benefits, overtime (at straight time) and the first 30 days of any Company approved leave of absence.

For purposes of determining eligibility for Plan participation, eligibility to receive benefits, and vesting status, service shall include all continuous service immediately prior to January 1, 1991 periods of continuous service immediately prior to satisfying the requirement of 17.5(c), and periods of absence while on military leave during a period of war or national emergency.

- 17.5(f) Retirement Eligibility: The Normal Retirement Date shall be the first day of the month coincident with or next following an employee's 65th birthday. An employee may retire on an Early Retirement Date which may be the first day of the month coincident with or next following the month in which the employee completes at least ten (10) years of service and attains age 55. An employee who meets the requirements for total disability benefits under the Canada Pension Plan will be entitled to retire on a Disability Retirement Date provided

such individual becomes disabled after attainment of age 50 and completing ten (10) years of Company service.

- 17.5(g) Early Retirement Reductions: An employee retiring from the service of the Company on an Early Retirement Date prior to age 62 will receive his/her or her Accrued Benefit reduced by 1/3% for each month that the Early Retirement Date precedes the first of the month coincident with or next following the employee's 62nd birthday. The benefits will be further reduced if the employee retires under the Spouse Option.

An employee retiring from the service of the Company on an Early Retirement Date at or after age 62, or on a Normal Retirement Date, or on a Disability Retirement Date will have his or her Accrued Benefit reduced only to reflect an election of the Spouse Option, if applicable.

- 17.5(h) Form of Payment: The normal form of payment will be an annuity payable for the life of the employee only. A married employee will receive payment in the form of a 66-2/3 Spouse Option annuity unless the employee and spouse waive this form of payment. Under the Spouse Option, the employee will receive a reduced monthly benefit during his or her lifetime with 66-2/3 of such reduced amount continuing for the life of his or her surviving spouse after his or her death. The reduced monthly amount payable to the employee participant will be determined by reducing the monthly benefit by six (6) percent if the employee's age and the spouse's age are within five years of each other. If the spouse is more than five years younger than the employee, such percentage shall be increased by 1/2 of one percent for each additional year that the spouse is younger than the employee. If the spouse is more than five years older than the employee, the 6% reduction factor shall be decreased by 1/2 of one percent for each additional year that the spouse is older than the employee.

- 17.5(i) Vesting: If an eligible employee's employment is terminated after the effective date of the Plan, prior to a Retirement Date, and other than by reason of death, and provided that such employee has completed two (2) or more years of service with the Company, such employee shall be entitled to receive his or her full Accrued Benefit beginning on his or her normal retirement date. If such employee has less than two (2) years of service, he or she will have no vested interest in the Plan.

- 17.5(j) Death Benefit: The spouse of a married employee or the named beneficiary of an unmarried employee who dies after satisfying the requirements for vesting as set forth in 17.5(i) shall be entitled to receive a death benefit. The amount of the death benefit is equal to the present value of the employee's Accrued Benefit at the time of the employee's death.

- 17.5(k) Reemployment After Retirement: An individual receiving retirement benefits under the Plan due to his or her service with the Company who is subsequently rehired by the Company shall have all retirement benefits payable from the Plan suspended during any such period of reemployment.

During reemployment, such employee may earn Credited Service if otherwise eligible to participate in the Plan. Upon subsequent retirement, the suspended benefits shall recommence subject to the form of payment in effect at the original retirement date, regardless of whether or not the spouse is living if a Spouse

Option was originally elected. However, for an individual who originally retired from the service of the Company, the payment will be increased to reflect any difference between any early retirement reduction at original retirement date and a revised early retirement reduction based on age at original retirement date advanced by the period of reemployment. To the recommenced benefits shall be added the benefit attributable to any Credited Service resulting from the period of reemployment.

The benefit payment of any individual receiving retirement benefits under the Plan due to service with the Company who is subsequently rehired and then dies during reemployment shall be determined as follows:

If a Spouse Option was elected at the date of original retirement, payments shall commence to the named spouse, if then surviving, otherwise no benefits shall become payable as a result of the original period of Credited Service.

If the employee is survived by a spouse eligible for a death benefit, such a benefit equal to the present value of the vested Accrued Benefit based upon any Credited Service earned during the period of reemployment shall become payable.

- 17.5(l) Plan Termination: In the event of the discontinuance of the Plan, Plan assets shall first be used for the payment of benefits and expenses of the Plan. Any remaining assets shall be distributed in accordance with the Income Tax Act and applicable provincial law.
- 17.5(m) Board of Administration. A Board of Administration consisting of three Company and three Union members will be established to jointly assure the proper administration of the Plan.
- 17.5(n) Copies of Reports to be Furnished to Union. Copies of actuarial valuations of the Plan and copies of certificates required by law shall be furnished to the Union.

Section 17.6 Changes to the Current Plan.

Subject to action by the Company's Board of Directors and to the approvals specified in Section 17.2, all provisions of The Boeing Canada Technology CAW Bargaining Unit Employees' Pension Plan are to remain unchanged with the exception of the following amendments:

- 17.6(a) Accrued Benefit: The Accrued Benefit for each employee in the service of the Company on or after January 1, 1991 will be equal to \$20.00 per month for each year of Credited Past Service and \$26.00 per month for each year of Credited Future Service.
- 17.6(b) Early Retirement Reductions: For employees who are active on or after July 11, 1993, an employee retiring from the service of the Company on an Early Retirement Date prior to age 62 will receive his or her Accrued Benefit reduced by 1/4% for each month that the Early Retirement Date precedes the first of the month coincident with or next following the employee's 62nd birthday. The benefits will be further reduced if the employee retires under the Spouse Option.

17.6(c) Form of Payment: For employees who are active on or after July 11, 1993, an employee may elect to receive his or her retirement income guaranteed for 5 years, 10 years or 15 years. Such retirement income shall be actuarially reduced to provide the guarantee period, and for the member's life thereafter.

17.6(d) Service Credit: Compensated hours of service for Credited Future Service after January 1, 1991 shall include paid vacation, paid holidays, paid sick leave, up to 17 weeks for maternity leave, up to 10 weeks parental leave, up to 26 weeks while entitled to Weekly Disability benefits, up to 26 weeks while entitled to Workers Compensation benefits, overtime (at straight time) and the first thirty days of any Company approved leave of absence and for all time spent on Union business reimbursed to the Company.

Section 17.7 Changes to the Plan Effective January 1, 1996

17.7(a) Accrued Benefit: For employees who retire on or after January 1, 1996, the accrued benefit will be \$27.00 per month for each year of Credited Service earned between January 1, 1991 and December 31, 1995, and \$30.00 per month for each year of service for years beginning January 1, 1996.

Section 17.8 Changes to Plan Effective January 1, 2002

17.8(a) Accrued Benefit: The accrued benefit will be \$43.00 per month for each year of Credited Future Service earned on or after January 1, 1991. For greater clarity, this improvement shall apply to all employees in the service of the Company, as at July 11, 2002, and employees who have recall rights as at July 11, 2002.

Notwithstanding the above, an employee who retires or dies on or after January 1, 2002 will be eligible for the accrued benefit of \$43.00 per month for each year of Credited Future Service between January 1, 1991 and the date of retirement and death.

Section 17.9 Changes to Plan Effective January 1, 2005

17.9(a) Effective January 1, 2005, the accrued benefit will be \$46.00 per month for each year of credited future service earned on or after January 1, 1991.

17.9(b) Effective January 1, 2006, the accrued benefit will be \$49.00 per month for each year of credited future service earned on or after January 1, 1991.

17.9(c) Effective January 1, 2007, the accrued benefit will be \$51.00 per month for each year of credited future service earned on or after January 1, 1991.

Notwithstanding the above, an employee who retires or dies on or after January 1, 2005 will be eligible for the accrued benefit of \$51.00 per month for each year of credited future service between January 1, 1991 and the date of retirement or death. In addition, if not an employee as at July 11, 2005, or otherwise covered above, but is an employee as at January 1, 2005 (including employees in lay-off status who have recall rights as at January 1, 2005) then the benefit in effect prior to January 1, 2005 shall apply.

Section 17.10 Changes to Plan Effective January 1, 2009

- 17.10(a) Effective January 1, 2009 the accrued benefit will be \$58.00 per month for each year of credited future service on or after January 1, 1991, for all active employees.

Section 17.11 Changes to Plan Effective January 1, 2012

- 17.11(a) Effective January 1, 2012 the accrued benefit will be \$63.00 per month for each year of credited future service on or after January 1, 1991, for all active employees.
- 17.11(b) Effective January 1, 2014 the accrued benefit will be \$64.00 per month for each year of credited future service on or after January 1, 1991, for all active employees.

ARTICLE 18

UNION SECURITY

All employees who, on the date of the signing of this Agreement, are Union Members in good standing, or may become Union Members in good standing, shall as a condition of employment maintain Union membership. All employees who, as of the effective date of this Agreement are not Union Members, shall not be required to become Members as a condition of employment. All new employees hired after the date of signing of this Agreement, shall be required to become Union Members as a condition of employment.

ARTICLE 19

CHECKOFF

1. The Company agrees to deduct one Union initiation fee, re-instatement fees as authorized by the Constitution of the Union, and union dues each month as may be chargeable by the Union from the wages of each employee in the bargaining unit who is a member of the Union and this amount shall be forwarded by the Company to the Union. The Company also agrees to deduct an amount equal to the Union dues each month from the wages of each employee in the bargaining unit who are not members of the Union and this amount shall be forwarded by the Company to the Union. The deduction as aforesaid shall commence in the month following the month this Agreement becomes effective.
2. In the event an employee's wages, earned during the first payroll period ending in any month, are insufficient to cover the deduction for current monthly Union dues the Company will deduct the amount owing therefore from wages earned during one of the subsequent payroll periods ending in the same month or following month.
3. The Company's obligation to make such deduction shall terminate automatically upon the termination of employment with the Company of the employee or upon his or her transfer to a unit or job not covered by this Agreement.
4. The Company shall on or before the 7th calendar day after the payday when dues are deducted, furnish to the financial secretary of the Union, a written statement covering, for the current calendar month, the following:
 - a) the total amount of initiation fees and dues deducted;
 - b) the names, employee number, the current hourly wage rate, the amount of deduction from each employee;
 - c) the names of employees from whose wages no deductions were made because their pay cheques were insufficient to make the appropriate deductions;
 - d) the Company shall at the same time, remit to the financial secretary of the Union its cheque for the amounts as shown under items a), herein.
5. The Company will indicate on the "T-4" form, the amount of Union dues deducted during the previous year.
6. The Union agrees that it will indemnify and save the Company harmless from any and all liability, claim, responsibility, damage or suit howsoever founded which may arise out of any action taken by the Company in accordance with the terms of this Article.

ARTICLE 20

DURATION

The agreement shall be effective from the eighteenth (18th) day of June, 2011 to and including the twentieth (20th) day of June, 2014. Either party shall be entitled to give notice in writing to the other party as provided in The Labour Relations Act of Manitoba of its desire to negotiate a new collective agreement to take effect upon the expiration of this agreement at any time within a period of not more than 90 days or less than 30 days before the expiry date of the agreement. Following such notice to bargain the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.

It is agreed that to extend this agreement beyond the expiry date of the twentieth (20th) day of June, 2014, for any stated period acceptable to the parties and in accordance with The Labour Relations Act of Manitoba, the parties must agree to such an extension in writing.

Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

APPENDIX A
LABOUR GRADES AND CLASSIFICATIONS

GRADE	1	
GRADE	2	
GRADE	3	
GRADE	4	Cratebuilder Storekeeper Technician Plastic Technician Trimming
GRADE	5	Driver Expeditor Maintenance Assistant N.C. Machine Operator N.C. Trim and Drill Operator Painter Technician Assembly
GRADE	6	Riveting Machine Operator Shipper
GRADE	7	Inspector
GRADE	8	Autoclave Operator Laboratory Technician Nondestructive Inspection Technician B Tooling Technician A Trainee Welder
GRADE	9	
GRADE	10	HVAC Mechanic Inspector Tooling Tooling Technician A Machinist Maintenance Mechanic Coordinate Measuring Machine Operator
GRADE	11	Maintenance Electrician Nondestructive Inspection Technician A

APPENDIX B
OCCUPATIONAL GROUPS

	<u>FAMILY NAME</u>	<u>GRADE</u>	<u>JOB CLASSIFICATION</u>
1	Autoclave	8	Autoclave Operator
2	Laboratory	8	Laboratory Technician
3	Machinist	10	Machinist
4	Maintenance	11	Maintenance Electrician
		10	HVAC Mechanic
		10	Maintenance Mechanic
		5	Maintenance Assistant
5	Painter	5	Painter
6	Inspection	10	Inspector Tooling
		10	Coordinate Measuring Machine Operator
		7	Inspector
7	Stores	6	Shipper
		5	Driver
		4	Crate Builder
		4	Storekeeper
8	Assembly	6	Riveting Machine Operator
		5	Technician Assembly
9	Trim	5	N.C. Trim and Drill Operator
		4	Technician Trimming
10	Plastics	5	N.C. Machine Operator
		4	Technician Plastic
11	Tooling	10	Tooling Technician A
		8	Tooling Technician A Trainee
12	Welder	8	Welder
13	Nondestructive Inspector	11	Nondestructive Inspection Technician A
		8	Nondestructive Inspection Technician B
14	Expeditor	5	Expeditor

RULES GOVERNING THE APPLICATION OF JOB DESCRIPTIONS

The following rules shall govern the application and interpret the intent of job descriptions and will be followed when job descriptions are revised or added to the plan:

1. The Determining Duties and Responsibilities are those elements of the job which distinguish it from higher or lower graded work. Performance of Associated or Incidental Duties and Responsibilities alone is not sufficient to determine a classification. It is intended that such associated or incidental duties shall not be distinguishing elements or determinants of a level of difficulty but are stated either for descriptive purposes or because they are integral and necessary parts of the job.
2. When paragraphs under Determining Duties and Responsibilities are numbered 1,2,3, etc., each paragraph is considered an alternative requirement.
3. An employee normally will perform some of the work of higher rated jobs and some of the work of lower rated jobs in the performance of his or her work assignment. The normal duties of any employee may include:
 - a) Assistance to others including demonstration of work to be performed and explanation of work area procedures.
 - b) The use of proper hand and power tools and special shop equipment required to facilitate the work assignment.
 - c) The submission of his/her completed work assignment or any portion thereof to inspection.
 - d) The reporting of any job handicaps such as errors in materials, tools, etc., in accordance with shop procedure outlined by supervisor.
 - e) The transmittal of pertinent information of own job to supervisor.
 - f) Obtaining and maintaining required licenses and certification.
 - g) Cleaning and maintaining work area.
 - h) Move and expedite parts, materials and assemblies within the plant and office location as required.
4. Work assignments shall be in accordance with established job descriptions. This shall not restrict the right of the Company to alter work functions or to formulate new job procedures and begin work thereon, nor shall it restrict the right of the Company to delete obsolete job descriptions and to notify the Union of such deletions. The Company shall have the right to make work assignments and require the employees to comply with such assignments. This shall not prevent the employees and/or the Union from processing complaints or grievances arising from alleged misassignments.
5. The employee is required to perform the work operation and duties described in or appraised as being covered by his/her job description with only a normal amount of guidance.

6. Any employee may be relieved of this normal classification assignment and assigned to teach and instruct on a full work time basis.

7. Lead hand Definition:

Lead on the part of any selected employee means to delegate as authorized, a portion of his/her allocated work to employees assigned to work with him/her and pass on sufficient information to enable those employees to accomplish their work in a manner that will result in economy, quality and efficiency.

Employees selected to perform Lead Hand responsibilities will:

- a) Perform work, usually the most difficult, of the classifications led.
- b) Demonstrate, and instruct employees in, work of the classifications led.
- c) Be responsible for furnishing and interpreting accurate required information to assigned employees and others associated with the work.
- d) Plan, sequence, coordinate, check work and eliminate ordinary difficulties with assigned employees and others associated with the work.
- e) Individually and in groups, make detailed daily and overtime work allocations, including area housekeeping and management approved shift/work centre transfers, as instructed by the supervisor, in conformance with the classifications of employees being led, but will not make basic work assignments which affect the classification of employees.
- f) Normally lead ten assigned employees, but will lead at least one assigned employee.

Employees selected to perform lead responsibilities shall not make, as a result of solicitation by the supervisor, recommendations concerning employment, release, transfer, upgrading or disciplinary action relative to other employees, or be directly responsible for the quantity or quality of work produced by other employees.

8. Team Lead Definition:

In a continuous effort to support the business model and lean initiatives, lead and guide production teams in one or more areas of the plant, the Company may implement Team Lead Positions.

Employees selected to perform Team Lead responsibilities will engage in some or all of the following as instructed by their manager:

- a) Work within an assigned area or areas.
- b) Oversee the training and instruction of employees in work of the classifications led.
- c) Be responsible for furnishing and interpreting accurate required information to assigned employees and others associated with the work.

- d) Plan, sequence, coordinate, check and lead work and eliminate difficulties with assigned employees and others associated with the work. Manage inventory levels within the assigned area.
- e) Individually and in groups, manage detailed daily and overtime work allocations, including area housekeeping and management approved shift/work centre transfers, as instructed by the supervisor, in conformance with the classifications of employees being led, but will not make basic work assignments which affect the classification of employees.
- f) Monitor quality, initiate and implement processes and improvement teams to improve performance and efficiency of teams.
- g) Evaluate, analyze and resolve production problems, issues and concerns.
- h) Initiate ways to enhance production capabilities.
- i) Lead and initiate communication efforts. Work with other departments and organizations on production related issues.
- j) Facilitate team meetings.

Employees selected to perform Team Lead responsibilities shall not make, as a result of solicitation by the supervisor, recommendations concerning employment, release, transfer, upgrading or disciplinary action relative to other employees, or be directly responsible for the quantity or quality of work produced by other employees.

9. Webster's New International Dictionary, Third Edition Unabridged, by G. C. Merriam Company, will be used to establish the meaning of words and phrases used in the job description.

JOB EVALUATION

1. The job evaluation plan, including the Formula, Rules and the job descriptions, titles and evaluations made there under as existing on the date of this Agreement, shall be and are hereby made a part of this Agreement.
2. During the life of this Agreement the Company will determine the necessity of any changes in job functions, descriptions and/or evaluations, and will prepare appropriate descriptions and job titles to cover any such changes. The Company will evaluate any new or changed job classifications so arising by application of the job evaluation formula and forward the new or changed job description to the Union, being free immediately to apply the change in operation. In the event the Union disagrees with the evaluation made of such new or changed job as described, it may within thirty (30) calendar days from the date the new or changed job description is forwarded by the Company challenge that evaluation on the basis of the job evaluation formula. The Company and the Union representatives thereupon will meet for the purpose of reaching agreement. If no agreement is reached within thirty (30) calendar days after receipt by the Union of the new or changed job description, the matter promptly will be referred to arbitration under Article 11, unless the period is extended by mutual consent of the parties.
3. In the event of a dispute as to the existence of a change in job functions, such dispute may be referred to the grievance procedure as set forth in Article 11, after 90 calendar days from the date the Union makes a request for a new description to cover a change in job functions, provided that this paragraph shall apply only in cases where the Union claims that the job functions as changed no longer are covered by an existing job description and that the change in job functions has been so extensive as to justify a change in labour grade of employees assigned to the work in question.
4. If the Union challenges the evaluation of any new or changed job classification as to which the Company has submitted a revised job description to the Union, and it is determined that the job is evaluated improperly, the Company will pay each employee involved at the corrected rate for time in which the employee has performed the determining duties specified in the job description subsequent to the date on which the Union notifies the Company in writing of its challenge of the job evaluation and within thirty (30) calendar days prior to that date.

ATTACHMENT A

GROUP INSURANCE PROGRAM

- Life Insurance Plan
- Accidental Death and Dismemberment Insurance Plan
- Weekly Disability Income Plan
- Medical Plan
- Prescription Drug Plan
- Vision Care Plan
- Dental Plan

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THE GROUP INSURANCE PROGRAM

The Group Insurance Program includes:

- Life Insurance Plan
- Accidental Death and Dismemberment Insurance Plan
- Weekly Disability Income Plan
- Medical Plan
- Prescription Drug Plan
- Vision Care Plan
- Dental Plan

Section 1.

ELIGIBLE EMPLOYEES

Permanent employees become eligible for the Group Insurance Program of benefits on the first day of the month following the first full calendar month of their continuous employment. To complete a full calendar month, the employee must be on the active payroll from the first regularly scheduled Company workday through the last regularly scheduled Company workday during that calendar month.

Employees with recall rights who return to work are eligible for the Group Insurance Program of benefits on the first day of the month following the date of return.

Section 2.

ELIGIBLE DEPENDENTS

Dependents eligible to be included under the Medical, Prescription Drug, Vision Care and Dental plans are the employee's husband or wife and unmarried children under 19 years of age. Your eligible dependents also include a common-law spouse or same sex partner with whom you have continuously resided for at least one year in a conjugal-type relationship while not otherwise legally married. The employee's unmarried dependent children ages 19 to 25 years who are attending school regularly or depend solely on the employee for support are eligible as dependents until their 25th birthday. Coverage may be continued beyond the 25th birthday if the employee's child is fully incapacitated, as defined below, prior to attaining 25 years of age. Step-children are considered the same as natural children and adopted children as long as they reside in a parent-child relationship with the employee and are dependent upon the employee for support. Coverage may also be requested for an unmarried child under age 19 who is a blood relative and for whom the employee has legal guardianship.

A. Incapacitated Children

The benefits of the Medical, Vision Care, Prescription Drug and Dental Plans can be continued for unmarried children who are incapable of earning their own living because of developmental disability or physical handicap and are chiefly dependent on the employee for support on the date such children cease to be eligible for the Medical, Vision Care, Prescription Drug and Dental Plans due to attainment of age 25. Coverage for such children can be continued for the duration of the incapacity provided coverage does not terminate for any other reason.

Proof of incapacity must be furnished by the employee to the insurance carrier within 31 days after such children attain the limiting age (age 25) and must be furnished thereafter as required.

B. Special Provisions

No person may be eligible for benefits both as an employee and as a dependent and no person will be considered as a dependent of more than one employee.

This provision applies to this Program as well as to any other Boeing-sponsored program involving medical, vision care, prescription drug, or dental expense benefits.

Section 3.

EFFECTIVE DATE OF COVERAGE

A. Employees

The Program becomes effective for permanent employees on the first day of the month following the first full calendar month of their continuous employment. Any employee who is both disabled and away from work on the day the insurance would otherwise be effective, will have the insurance deferred until the return of such employee to full-time work.

B. Dependents

The employee's current eligible dependents will be covered automatically under the Medical, Vision Care, Prescription Drug and Dental Plans on the same date the employee's coverage is effective. Eligible dependents acquired after the employee's effective date of coverage will become covered on the date of marriage, date of birth, date of adoption or date of legal guardianship. However, if any dependent (other than your natural newborn child) is confined in a hospital or similar institution on the date coverage is to become effective, the effective date will be delayed until the date the dependent is discharged.

Section 4.

HOW TO ENROLL

An application is not required to enroll the employee or eligible dependents in the Program. No medical examination or health questionnaire is required; however, the employee must complete an enrollment card designating the employee's beneficiary and family status.

Section 5.

COMPANY AND EMPLOYEE CONTRIBUTIONS

The Company pays the entire cost of the employee's Life Insurance, Accidental Death and Dismemberment Insurance, Weekly Disability Income, Medical, Vision Care, Prescription Drug and Dental Plans. The Company also pays the entire cost of dependents' Medical, Vision Care, Prescription Drug and Dental Plans.

Section 6.

LIFE INSURANCE PLAN

A. Benefit

The Life Insurance Plan benefit is equal to two and a quarter times Basic Annual Salary up to a maximum benefit of \$150,000. Basic Annual Salary is the employee's annual rate of basic earnings in effect, exclusive of bonuses, overtime, and other extra compensation.

The amount of the benefit is payable in the event of the employee's death from any cause at any time or place while insured. Payments will be made in a lump sum or in

installments to the beneficiary designated by the employee. The employee may change such beneficiary whenever the employee wishes in accordance with Provincial laws.

If, before an insured employee reaches 60 years of age, the employee becomes totally and permanently disabled, the Life Insurance Benefit will remain in force without cost to the employee as long as the employee remains so disabled provided proofs of disability are furnished as required. The first proof must be filed within three months after disability has lasted six months. Subsequent proofs of disability must be furnished each year thereafter as requested.

Total and permanent disability means that, due to illness or injury, the employee is not engaged in his/her or her usual employment or any other gainful occupation; that the employee will continue to be unable to engage in any gainful occupation for which he or she is, or may reasonably become fitted by education, training or experience; and that the employee has been so disabled continuously for at least six months.

B. Conversion Privilege

By making application and paying the first premium to the insurance carrier within 31 days after termination of the employee's employment, or after the employee ceases to be a member of an eligible class, the employee may convert the Life Insurance to an individual Life Insurance policy then being issued by the Insurance Company. However the employee may convert to a Term Life policy for up to one year, but not beyond age 65. At the end of the one year period, the policy will terminate. However, prior to the end of the one year period, the employee will be given the opportunity to convert to a form issued by the Insurance Company.

The individual policy will be issued without medical examination at the insurance carrier's regular rates.

C. Retiree Life Coverage

The Company will provide to eligible retirees who retire on or after August 1, 1990 a Post Retirement Death Benefit.

A retired employee will be eligible for the Post Retirement Death Benefit only in the event that the retired employee has retired from the employ of the Company on a Normal Retirement Date, or an applicable Early or Disability Retirement Date.

The Post Retirement Death Benefit will be the amount of \$2,000 payable upon the death of an eligible employee who retired from the employ of the Company.

Section 7.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN

The Accidental Death and Dismemberment Insurance coverage provides benefits for loss of the employee's life, limbs or the entire and irrecoverable loss of sight, including losses resulting from occupational bodily injuries. The benefits are payable if the loss is a direct result of a bodily injury caused by an accident and the loss is sustained within 90 days after the date of the accident.

The Accidental Death and Dismemberment Benefit full Principal Sum is equal to one and one quarter times Basic Annual Salary up to a maximum benefit of \$50,000. Basic Annual Salary is the employee's annual rate of basic earnings in effect, exclusive of bonuses, overtime, or other extra compensation.

The full Principal Sum will be paid to the employee's beneficiary in the event of the employee's death. This amount is in addition to any amount payable under the employee's Life Insurance.

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

Both Hands	One Hand and Sight of One Eye
Both Feet	One Foot and Sight of One Eye
Sight of Both Eyes	One Hand and One Foot

The full Principal Sum also will be paid to the employee for the loss of one hand if the employee previously lost hearing, as defined below.

One-half of the Principal Sum will be paid to the employee for the loss of speech or hearing of both ears, one hand, one foot, sight of one eye or the loss of use of the hand, arm, foot or leg.

Loss of a hand or foot means actual severance at or above the wrist or ankle joint; loss of sight, speech, hearing or loss of use means loss that is total, cannot be recovered, lasts one year and is deemed to be permanent.

In no case will more than the full Principal Sum be paid for all losses sustained through any one accident.

Since the purpose of this coverage is to provide benefits for losses due to accidents, no benefits are paid on account of a loss caused or contributed to by: bodily or mental infirmity; disease, ptomaines or bacterial infections; medical or surgical treatment (unless made necessary by an injury covered under the Plan) suicide or intentionally self-inflicted injury; war or any act of war.

The injury causing the loss must occur while insurance is in force.

Section 8.

WEEKLY DISABILITY INCOME PLAN

A. Benefit

The Weekly Disability Benefit is 66-2/3% of Basic Weekly Earnings. Basic Weekly Earnings is the weekly amount of the employee's annual rate of basic earnings in effect, exclusive of bonuses, overtime and other extra compensation.

The Weekly Disability Benefit is payable for a disability absence commencing while insurance is in force which as a result of a non-occupational injury or non-occupational illness (including pregnancy) prevents the employee from performing the duties of his/her or her occupation.

The Weekly Disability Benefit starts with the first day of a period of disability caused by accidental injury and the eighth day of a period of disability caused by an illness, or on the first day of hospital confinement, if earlier. However, the Weekly Disability benefit

starts with the first day an employee loses a full day's pay due to a disability resulting from an outpatient surgical procedure costing \$100 or more. The Weekly Disability Benefit is payable throughout the remainder of the period of disability but for not more than twenty-six weeks during any single period of disability.

If benefits are payable through the disability provision in the Canada Pension Plan, payments from this Plan may be reduced. Benefits will also be reduced by any payments through any disability, retirement, or unemployment programs provided under any law of the government or any employer-sponsored group plan of similar coverage. When total disability payments from any of the above sources, combined with benefits from this Plan, exceed 66-2/3% of Basic Weekly earnings, the benefits payable by this Plan will be reduced so that the total received will not exceed 66-2/3% of Basic Weekly Earnings.

The word "payable", as used in the above paragraph, is not limited to benefits actually received, but includes benefits which would have been available if the employee had complied with the provision for making claim for such benefits.

B. Periods of Disability

1. All disability absences will be considered as having occurred during a single period of disability unless acceptable evidence is furnished that:
 - a. The causes of the latest disability absence occurred after return to active work for one day on a full-time basis, and cannot be connected with the causes of any of the prior disability absences, or
 - b. A connection with prior disability absences can be established but that, between the last of the previous disability absences which are connected and the latest one, the employee has returned to full-time active work for at least two consecutive weeks.
2. It is not necessary that the employee be confined at home to collect benefits, but benefits are only payable for:
 - a. Those days in which the employee is under the care of a legally qualified physician. A period of care will be considered to have started when the employee has been seen and treated personally by the physician.
 - b. Those days in which the employee is not performing work for compensation or profit.

For completion of initial and supplementary weekly disability claim forms, the Plan will reimburse the employee, up to a maximum of \$60.00 for each report, to cover such charge on presentation of proof of payment.

C. Third Party Liability

If the employee receives benefit payments under this plan for loss of income for which there may be a cause of action against a third party, the employee will be required to complete a reimbursement agreement. This will entitle Manulife Financial to be reimbursed for any amount(s) the employee recovers from a third party for loss of income, which, together with any amount(s) paid or payable under any of the benefits of this Plan, would exceed the employee's actual loss.

Following notification of Manulife Financial of any judgement or settlement of claim against a third party, further benefit payments under this Plan will terminate until Manulife Financial has been reimbursed the amount set out in the reimbursement agreement.

If a lump sum payment is made under judgement or settlement for loss of future income, no further benefits will be paid under this plan until such time as the sum of the benefit payments otherwise payable equals the amount of such lump sum.

Section 9.

CHANGES IN AMOUNTS OF INSURANCE

If the employee's Basic Annual Salary is changed either upward or downward, the employee's amount of Life Insurance, Accidental Death and Dismemberment Insurance, and Weekly Disability Income Benefit will automatically change. The effective date of the change in insurance will be the first day of the month in which the change in Basic Annual Salary is reflected in that month's first Company payroll cheque, provided the employee is not both disabled and away from work on such date, otherwise on return to active work. Any retroactive change in an employee's Basic Annual Salary is not applicable in determining the amount of insurance.

Section 10.

MEDICAL PLAN

A. Supplemental Hospital Benefits

The Medical Plan supplements benefits covered by the Provincial Plan. If the employee or a covered dependent is confined in a hospital because of a non-occupational illness or non-occupational injury, this Medical Plan will reimburse the employee for the actual charges made by the hospital, in excess of the ward rate, for room and board up to the hospital's average semi-private charge. Coverage continues as long as the employee or a covered dependent is confined. Confinement must commence while insurance is in force and the period of confinement and services on which the claim is based must be recommended and approved by a legally qualified physician.

B. Major Medical Benefit

Major Medical coverage is designed to reimburse employees for major expenses which are not covered by the Provincial Plan.

1. Description of Benefit

If the employee or covered dependent incurs Covered Medical Expenses in excess of the Deductible for the treatment of a non-occupational injury or non-occupational illness in any calendar year, the Major Medical Benefit pays 80% of further covered expenses in that calendar year.

2. The Deductible

The Major Medical Benefit includes a \$25 deductible feature. The Deductible is the amount of Covered Medical Expenses which the employee pays before the Major Medical Benefit is payable.

The Deductible applies only once in any calendar year even though the employee or dependent may have several different injuries or illnesses; but, when any part of a calendar year's deductible is applied against expenses arising during the last three months of that year, the following calendar year's deductible will be reduced by the amount so applied.

A separate Deductible applies to each covered family member except as explained in the next paragraph.

If several family members have injuries or illnesses in one calendar year, the application of the Deductible of \$25 for each family member could be a financial burden. Therefore, the individual deductibles are considered to have been met for all family members when the family deductible amount of \$50 has been satisfied, even if individual deductibles have not been satisfied.

3. The Maximum Benefits

The Lifetime Maximum Benefit for covered expenses payable under the Medical Plan is \$100,000 for the employee and \$100,000 for each dependent. The Lifetime Maximum Benefit for covered expenses for out-of-Province emergency care is \$1,000,000 for the employee and \$1,000,000 for each dependent.

4. Restoration

On January 1 of each year, any amount which has been applied against the Maximum Benefit of an employee or dependent and not previously restored or reinstated will be restored up to \$1,200.

Evidence of good health is not required for automatic restoration. Automatic restoration is not available after insurance has terminated.

5. Reinstatement

At any time that the Maximum Benefit of an employee or dependent is reduced by at least \$1,000 on account of benefits which have been paid, reinstatement of the maximum may be requested provided the employee or dependent is then in good health. It will be necessary to submit medical evidence of the good health of such person to the insurance carrier at the employee's expense. The new maximum becomes effective on the date the insurance carrier acknowledges the evidence as satisfactory.

6. Covered Medical Expenses

Covered Medical Expenses are the reasonable and customary expenses for the necessary treatment recommended by a physician for non-occupational accidental bodily injuries or illnesses as follows:

- a. Charges for professional ambulance service by land, sea or air when used to transport the individual from the place where he or she is injured by an accident or stricken by an illness to the first hospital where treatment is given; and when used to transport the individual from a hospital to the area of residence of such individual when the use of a professional ambulance is required by the patient's physician for the protection of the patient's health or life; and when a patient is transferred from a hospital to another hospital in the area when medically necessary; and when used for the round trip transfer of a patient from a hospital to the location of an approved computerized axial tomographic (CAT) scanner whether or not it is located in a hospital.
- b. Charges (including deterrent charges) by a hospital for the use of its out-patient facilities or for supplies (but excluding physician's charges) where such charges are not covered under the Provincial Hospital Plan.
- c. Charges of a registered graduate nurse (R.N.) and a registered practical nurse (R.P.N) while the patient is not confined to a hospital. The nursing service must have been ordered by a physician as medically necessary and requiring the specialized training of a R.N. or R.P.N. The nurse must not ordinarily reside in the employee's home or be a member of the family.
- d. The difference between ward and average semi-private accommodation in rehabilitation hospitals approved by the Provincial Hospital Authority, when the employee or a covered dependent is admitted to the rehabilitation hospital within fourteen days following a period as a bed patient in a hospital. It is limited to a maximum of 120 days stay in the rehabilitation hospital for any one continuous period of disability.
- e. Charges for the services of a person duly qualified and registered and legally engaged in the practice of athletic therapy, respiratory therapy, or occupational therapy to the extent that such services, by duration and type, have been prescribed by a legally qualified physician.

Charges by a speech therapist or physiotherapist who is registered and legally practicing within the scope of his or her license.
- f. Charges for the rental (or purchase, if approved by Manulife Financial) of durable medical equipment of the type and model adequate for the patient's medical needs based on the nature and severity of the disability.

Manulife Financial will predetermine to what extent benefits are payable before major expenses are incurred. A licensed doctor (M.D.) must submit a letter to Manulife Financial describing the nature of the disability

and the type, medical need and estimated duration of any required durable medical equipment.

- g. Charges for artificial limbs and eyes, including replacement if required due to a change in the individual's physical condition.
- h. Charges for orthopedic shoes, arch supports, molds or orthotic devices, but not for sports, when recommended by a licensed doctor (M.D.) or podiatrist.
- i. Charges for anesthesia, if not covered by the Provincial Plan.
- j. Charges for up to six months of care required to correct a muscle imbalance (strabismus, esotropia or exotropia) if treatment begins before the dependent's 12th birthday.
- k. Charges for oxygen, if not covered by the Provincial Plan.
- l. Charges for blood and blood products, if not covered by the Provincial Plan (Unless prohibited by law).
- m. Charges for the cost and installation of hearing aid or aids which are purchased as a result of a written recommendation by a physician certified as an otolaryngologist, hearing instrument practitioner, or from a fully qualified and certified audiologist, up to a maximum benefit of \$1600 for the lifetime of this collective agreement. Hearing aid overhauls will be covered if an overhaul is chosen in place of a new hearing aid after three years.

Covered expenses for hearing aids do not include and no benefits are payable for:

- (1) Hearing or audiometric examinations.
- (2) Hearing aids ordered:
 - (a) before the covered person became eligible for coverage, or
 - (b) after termination of coverage.
- (3) Hearing aids ordered prior to termination of coverage but delivered more than 60 days after termination of coverage.
- (4) Charges for hearing aids that do not meet professionally accepted standards of practice, including charges for any such services or supplies that are experimental in nature.
- (5) Replacement of hearing aids that are lost, broken or stolen unless at the time of such replacement the covered person is otherwise eligible under the frequency limitation of \$1600 for the lifetime of this collective agreement.

- (6) Replacement parts for the repairs of hearing aids.
 - (7) Eyeglass-type hearing aids, to the extent the charge for such hearing aid exceeds the covered hearing aid expense for one hearing aid.
 - (8) Charges for hearing aids paid under a Provincial Plan.
 - (9) Expenses not specifically mentioned as covered.
- n. Charges of a psychologist (including charges for the assessment and analysis) with a covered expense limit of \$100.00 per visit with a limit of ten (10) visits per year. The covered expense limit does not apply to the initial assessment and analysis.
- o. Charges, as described in (1) and (2) below, will be considered covered expenses, subject to the restrictions of provincial and federal legislation, when incurred for services or supplies rendered in connection with emergency treatment of an insured individual while he or she is travelling or vacationing outside the province in which he or she normally resides:
- (1) Charges by a general practitioner or specialist in excess of the amount allowed under the Provincial Plan in the insured's normal province of residence, providing such charges are reasonable and customary in the area in which they were incurred.
 - (2) Charges for room and board up to the hospital's average semi-private rate in excess of the allowance for ward accommodations payable by the Provincial Hospital Plan in the insured's normal province of residence. Also included are hospital charges for miscellaneous expenses not payable by the Provincial Hospital Plan. However, no charges will be considered eligible expenses:
 - (a) unless all or part of the daily charge is payable under such Provincial Hospital Plan.
 - (b) for any type of accommodation for which the individual would not have been insured had he or she been hospitalized in the individual's normal province of residence.
- p. Charges for the services of an osteopath, chiropractor, naturopath, podiatrist, massage therapist or Christian Science Practitioner who is duly qualified and registered and practicing within the scope of his/her license; or in the event that the practitioner is acting in a jurisdiction which has no licensing legislation with respect to such practitioner, the treatment rendered, in the opinion of the insurance carrier, comes within such practitioner's field. Also included are the charges for diagnostic x-ray examinations ordered by such practitioner. Any charges in excess of \$600 in any one calendar year per practitioner for all expenses described in this paragraph will be disregarded.

- q. Charges for a covered licensed acupuncture therapist, but any charges in excess of \$300 in any one calendar year will be disregarded.
- r. Covered Medical Expenses incurred in connection with:
 - (1) cosmetic surgery necessary as a result of a non-occupational accident that occurs while insurance is in force or a birth defect
 - (2) reconstruction needed due to illness or medically necessary surgery.
- s. Covered Medical Expenses incurred in connection with dental work for the prompt repair of natural teeth, and required as a result of a non-occupational accident which occurs while the individual concerned is a covered employee or dependent.

Services can be rendered by a physician, surgeon, or licensed dentist in or out of a hospital. However, any such charges covered under a Provincial Hospital or Medicare Plan will not be covered.

- t. Covered Medical Services and Supplies for the following surgical or non-surgical treatment of temporomandibular joint disease (TMJ) or myofascial pain dysfunction syndrome (MPDS) by a Physician or a Dentist are included. However, any such charges covered under a Provincial Plan will not be covered.
 - (1) Initial diagnostic examinations and x-rays;
 - (2) Follow-up office visits;
 - (3) Surgical procedures and related hospitalization;
 - (4) Appliances (i.e. nightguards, bite plates, orthopedic repositioning or mandibular orthopedic devices);
 - (5) Appliance management; kinesiographic, physical therapy, biofeedback therapy, joint manipulation, prescriptions, injections of muscle relaxants and therapeutic drugs or agents.

The Plan pays 50% of the Usual and Customary charges, after the Deductible, up to a lifetime Maximum Benefit of \$3,500 per covered person.

The following expenses are not covered:

- (1) Restorative techniques to build occlusion unless the tooth is diseased or accidentally damaged.
- (2) Non-surgical orthodontic treatment, except as provided above.
- (3) Banding treatment.

C. Coordination of Benefits (Applies to Supplemental Hospital and Major Medical Benefits)

Since it is not intended that the employee or a dependent receive greater benefits than the actual medical or hospital expenses incurred, the amount of benefits payable under this Plan will take into account any coverage the employee or a dependent has under other "plans"; that is, the benefits under this Plan will be coordinated with the benefits of other "plans".

Specifically, in a calendar year, this Plan will always pay either its regular benefits in full or a reduced amount which, when added to the benefits payable by the other "plan" or "plans", will equal 100% of "allowable expenses".

"Allowable Expenses" means any necessary, reasonable and customary expense, incurred during a calendar year and while eligible for benefits under this "Plan", part or all of which would be covered under any of the "plans".

"Plan" means any plan providing benefits or services for or by reason of medical or dental care or treatment, which benefits or services are provided by group insurance or any other arrangement of coverage for individuals in a group whether on an insured or uninsured basis.

D. Definitions

1. Hospital

To be recognized as a hospital for the purposes of this Plan, an institution must keep patients regularly overnight, have full diagnostic, surgical and therapeutic facilities under the supervision of a staff of legally qualified physicians and regularly provide twenty-four hour nursing service by registered graduate nurses. Unless they fully meet this definition, institutions such as clinics, places for rest, the aged, drug addicts or alcoholics do not qualify as hospitals.

2. Convalescent Hospital

To be recognized as a convalescent hospital for the purposes of this Plan, an institution must have a transfer arrangement with one or more hospitals and regularly provide skilled nursing care during the convalescent stage of an injury or illness, and its charges for ward care for the individual must be reimbursed under a Provincial Hospital Plan. Unless they fully meet this definition, institutions for rest, the aged, custodial care, drug addicts, or for the care of pulmonary tuberculosis, mental illness or mental retardation do not qualify as convalescent hospitals.

3. Christian Science Sanatorium

A Christian Science Sanatorium for the purpose of this Plan means a facility which at the time of the healing treatment is operated (or listed) and certified by the First Church of Christ, Scientist, in Boston, Massachusetts.

4. Reasonable and Customary

Reasonable and customary charges for the purposes of this Plan means the lesser of (a) the charges for the procedures, services, or supplies customarily made by the person or entity who furnishes them, and (b) the prevailing charges for the procedures, services, or supplies in the area by those of similar professional standing.

Reasonable and customary charges will mean also the charges for unusual or complicated procedures, services, or supplies which bear a reasonable relationship to charges for treatment of illnesses or injuries of a comparable nature or complexity. This may be arrived at by referral to an appropriate peer review mechanism.

5. Necessary Procedures, Service or Supply

A necessary procedure, service, or supply for the purposes of this Plan means that (a) there is an illness or injury present which requires treatment, and (b) the procedure, service or supply used to treat the illness or injury is required and is generally professionally accepted as the usual, customary and effective means of treating the condition.

Diagnostic x-rays and laboratory procedures are considered necessary when they are performed as a result of definite symptoms of an illness or injury or if they reveal the need for treatment.

E. Exclusions

No benefits are payable under this Plan for the charges listed below, and the amount of any such charges will be deducted from the individual covered expenses and from his/her or her allowable expenses before the benefits of this Plan are determined.

1. Charges that would not have been made if no insurance existed or charges that neither the employee nor dependent is required to pay.
2. Charges for services or supplies which are furnished, paid for or otherwise provided for any reason of the past or present service of any person in the armed forces of a government.
3. Charges for services or supplies which are paid for or otherwise provided for under any law of a government except where the payments or benefits are provided under a plan specifically established by a government for its own civilian employees and their dependents.
4. Charges for services or supplies which are not necessary for treatment of the injury or illness, or are not recommended and approved by the attending physician, or charges to the extent that they are unreasonable.
5. Charges to the extent that the provision of such benefits is prohibited by an applicable law of the jurisdiction in which the individual resided at the time the claim is incurred.
6. Elective services such as routine physicals or eye examinations.

Section 11.

PRESCRIPTION DRUG PLAN

A. Benefit

The Prescription Drug Plan pays for incurred expenses for drugs or medicines which are prescribed by a physician or dentist and dispensed by a registered pharmacist. The Plan will pay a benefit equal to 100% of such expenses less a \$1.00 deductible for each prescription or refill. This Plan covers quantities normally prescribed up to and including a 90-day supply per prescription or refill.

Prescription drug benefits will no longer be provided for over-the-counter drugs. The plan will continue to cover charges for any drug or medicine that is dispensed by a licensed pharmacist and which by law requires the written prescription of a physician or dentist. However, the plan will continue to provide benefits for life-sustaining drug groups such as nitrate products, diabetic supplies, insulin, heparin products, and potassium supplements.

The maximum allowable prescription drug-dispensing fee will be \$10.00 per prescription or refill.

B. Exclusions

No benefits are payable under this Plan for the charges listed below and the amount of any such charges will be deducted from the individual's covered expenses and from his /her or her allowable expenses before the benefits of this plan are determined.

1. Charges for vitamins, dietary supplements, and other non-drugs and medicines.
2. Charges that would not have been made if no insurance existed or charges that neither the employee nor dependent is required to pay.
3. Charges for services or supplies which are furnished, paid for or otherwise provided for any reason of the past or present service of any person in the armed forces of a government.
4. Charges for services or supplies which are paid for or otherwise provided for under any law of a government (federal or provincial) except where the payments or the benefits are provided under a plan specifically established by a government for its own civilian employees and their dependents.
5. Charges for services or supplies which are not necessary for treatment of the injury or illness, or are not recommended and approved by the attending physician, or charges to the extent that they are unreasonable.
6. Charges to the extent that the provision of such benefits is prohibited by any applicable law of the jurisdiction in which the individual resided at the time the claim is incurred.

C. Coordination of Benefits

Since it is not intended that an employee or dependent receive greater benefits than the actual expenses incurred for prescribed drugs or medicines, the amount of benefits payable under the Prescription Drug Plan will take into account any coverage the employee or a dependent has under other "plans"; that is, the benefits under this Plan will be coordinated with the benefits of the other "plans".

Specifically, in a calendar year, the Plan will always pay either its regular benefits in full or a reduced amount which, when added to the benefits payable by the other "plan" or "plans", will equal 100% of "Allowable Expenses."

"Allowable Expenses" means any necessary, reasonable and customary prescription expense incurred for prescribed drugs or medicines during a calendar year and while eligible for benefits under this Plan, part or all of which would be covered under any of the "plan" or "plans", but not any expense contained in the list of Exclusions.

"Plan" means any plan providing benefits or services for or by reason of prescription or medical care or treatment, which benefits or services are provided by group insurance or any other arrangement of coverage for individuals in a group, whether on an insured or uninsured basis.

Benefits under the Prescription Drug Plan will not be coordinated with benefits paid under any other group plan offered by Boeing. (See "Special Provision" for the exclusion of dual coverage for employees and dependents under any Boeing-Sponsored plan.)

D. Definition

The term "registered pharmacist" applies to the legal requirement for pharmacies to register with the Province.

Section 12.

VISION CARE PLAN

A. Covered Vision Care Services and Supplies

The following are Covered Vision Care Services and Supplies.

1. Eye examinations for adults age 19 through age 64 which must include refraction when performed by a legally qualified ophthalmologist or optometrist (when not covered in part or in whole by a Provincial Medical Plan).
2. Charges for prescribed lenses.
3. The charges for contact lenses if elected in lieu of conventional lenses and frames.
4. Charges for frames required for prescription lenses.

5. Charges for laser eye surgery.

The plan covers up to one eye examination and up to \$350 of vision hardware during a two calendar-year period. Such period shall include the period while covered under a Company-sponsored Medical Plan providing such benefits. Any replacement of lost, stolen or broken lenses and/or frames is included under the \$350 hardware allowance.

B. Schedule of Covered Vision Care Services and Supplies

The Covered Vision Care Services and Supplies described above are payable up to the maximum amount shown during a two calendar-year period.

<u>Service and Supply</u>	<u>Maximum Benefit</u>
Eye Examination	\$75.00
Lenses and Frames (including dispensing fees)	\$350.00

C. Exclusions

Covered Vision Care Expenses do not include and no benefits are payable for:

1. Eye examinations for children under age 19 and adults over age 64.
2. Special supplies such as nonprescription sunglasses and subnormal vision aids.
3. Anti-reflective coatings or charges for tinting and charges for sunglasses or light-sensitive lenses in excess of the amount which would be covered expense for non-tinted glasses.
4. Services or supplies not listed as covered expenses.
5. Charges for services and supplies which are received while the individual was not a covered employee or dependent, or charges for lenses and frames which are furnished or ordered as a result of an eye examination which occurred prior to the date the individual became a covered employee or dependent.

However, expenses incurred for lenses and frames within 30 days of termination of an individual's coverage will be covered, but only if a complete eye examination, including refraction, was performed during the 30 day period immediately preceding the termination of the employee's employment which resulted in a prescription of eyeglasses for the first time or a change in prescription.

6. Charges for any supplies which are paid for or otherwise provided for under the Provincial Plan.

D. Coordination of Benefits

Since it is not intended that an employee or dependent receive greater benefits than the actual vision care expenses incurred, the amount of benefits payable under the Vision

Care Plan will take into account any coverage the employee or a dependent has under other "plans"; that is, the benefits under this Plan will be coordinated with the benefits of the other "plans".

Specifically, in a calendar year, the Plan will always pay either its regular benefits in full or a reduced amount which, when added to the benefits payable by the other "plan" or "plans", will equal 100% of "Allowable Expenses."

"Allowable Expenses" means any necessary, reasonable and customary vision care expense incurred during a calendar year and while eligible for benefits under this Plan, part or all of which would be covered under any of the "plan" or "plans", but not any expense contained in the list of Exclusions.

"Plan" means any plan providing benefits or services for or by reason of vision care or medical care or treatment, which benefits or services are provided by group insurance or any other arrangement of coverage for individuals in a group, whether on an insured or uninsured basis.

Benefits under the Vision Care Plan will not be coordinated with benefits paid under any other group plan offered by Boeing. (See "Special Provision" or the exclusion of dual coverage for employees and dependents under any Boeing-sponsored plan.)

Section 13.

DENTAL PLAN

A. Description of Benefits

The Dental Plan covers certain services and supplies necessary for the diagnosis and treatment, both preventive and therapeutic, of the gums, teeth and other tissues of the mouth. Occupational injuries or diseases are not covered. If the employee or an eligible dependent incurs Covered Dental Expenses in excess of the Dental Deductible, this Dental Plan will pay the specified plan payment percentage of the dentist's charges in accordance with the Provincial Dental Fee Schedule in effect at the time Covered Dental Expenses are incurred but not to exceed the Maximum Benefit.

B. Maximum Benefit

The aggregate maximum amount of benefits payable under this Dental Plan for all dental services rendered is \$2,500 for the employee and, except for those dental services relating to orthodontia, \$2,500 for each eligible dependent during each calendar year.

For those dental services relating to orthodontic treatment for employees and dependents, the aggregate maximum amount of benefits payable during all periods of coverage under this Plan is \$2,500 for the employee and each dependent.

C. Dental Deductible

The Dental Deductible is the amount of certain Covered Dental Expenses which the employee or dependent must incur before benefits are payable. For the application of the Deductible, Covered Dental Expenses are divided into two categories:

1. Examinations, X-rays, Polishing, Scaling, Fluoride Treatments and Fissure Sealants.

There is no Deductible applied to Covered Dental Expenses in this category.

2. All other Covered Dental Expenses (including Orthodontia).

The amount of the Dental Deductible for this category is \$10 annually for the employee and family members to a maximum of \$20 annually for family.

If several family members have dental claims in one calendar year, the application of the Deductible of \$10 for each family member could be a financial burden. Therefore, the individual deductibles are considered to have been met for all family members when the family deductible amount of \$20 has been satisfied, even if individual deductibles have not been satisfied.

D. Covered Dental Expenses and Plan Payment Percentages

Covered Dental Expenses and Plan Payment Percentages are shown below:

1. Diagnostic and Preventative Dentistry listed 1.a. through 1.e. will be paid at 100% of the current Provincial Dental Fee Schedule. No deductible will be applied to this category of Covered Dental Expenses for employees or dependents.
 - a. Oral examination, payable once for each course of treatment.
 - b. Polishing, limited to once in a four-month period.
 - c. Scaling, limited to once in a four month period.
 - d. Topical application of fluoride, limited to once each calendar year.
 - e. Application of a fissure sealant for dependents under 16 only, limited to one treatment each calendar year to a posterior tooth. This is not covered if the tooth previously had evidence of decay on the biting surface.
 - f. Complete mouth X-ray or panorex, payable only once in a two year period; and supplementary bite wing X-rays, payable once in a six-month period.
2. Other Covered Dental Expenses listed in 2.a. through 2.h. below will be paid at 80% of the current Provincial Dental Fee Schedule after the Dental Deductible has been incurred:
 - a. Extractions including those required to correct malocclusion (fee includes routine postoperative visits).
 - b. Oral surgery, including excision of impacted teeth.
 - c. Endodontic treatment including root canal therapy.

- d. Fillings.
 - e. Treatment of periodontal and other diseases of the gums, except scaling.
 - f. Space maintainers (fees include all adjustments within six months following installation.)
 - g. Recementation of inlays, crowns, bridgework.
 - h. Night guards for the treatment of bruxism.
3. Other Covered Dental Expenses listed in 3.a. through 3.e. below will be paid at 60% of the current Provincial Dental Fee Schedule after the Dental Deductible has been incurred:
- a. Crowns and initial installation of fixed bridgework, including inlays and crowns to form abutments.
 - b. Repair of inlays, crowns, bridgework, or dentures or relining dentures.
 - c. Installation, including adjustments during the six-month period following installation of a new prosthetic device, including crowns and inlays which form abutments for fixed bridgework, or the addition of teeth to an existing partial removable denture or to bridgework.
 - d. Replacement of an existing partial or full removable denture or fixed bridgework, but only if evidence satisfactory to the carrier is presented that:
 - (1) the existing denture or bridgework was installed at least five years prior (under this Plan) to its replacement and that the existing denture or bridgework cannot be made serviceable; or
 - (2) the existing denture or bridgework is an immediate temporary denture or bridgework and replacement by a permanent denture or bridgework is required, and takes place within 12 months from the date of installation of the immediate temporary denture or bridgework.
 - e. The services of a certified Orthodontist for employees and dependents.

If two or more dental services are rendered, payment will be made, subject to the provisions of the Dental Plan, for each dental service unless the Provincial Dental Fee Schedule specifies a maximum amount for a particular combination of the services rendered.

E. Limitations

Covered Dental services do not include and no benefits are payable for:

1. Charges for treatment by other than a Dentist, Denturist, or a licensed Dental Hygienist, unless such treatment is rendered under the supervision and direction of the Dentist.
2. Charges for services and supplies that are partially or wholly cosmetic in nature, including charges for personalization or characterization of dentures.
3. Any charge incurred while not covered under the Dental Plan; however,
 - a. In connection with the charges for a prosthetic device which includes the abutment crowns of a partial denture, such charges will be covered if the impressions were taken while the employee was employed and covered under the Dental Plan and installed or delivered to the patient within the two calendar months following termination of the employee's employment. Charges will not be covered if the impressions were taken before the date the employee's coverage commences or if taken after the date of termination of employment.
 - b. In connection with the charges for a crown required for the restoration of a tooth (independent of the use of the crown in connection with a partial denture), such charges will be covered if the tooth was prepared for the crown while the employee was employed and covered under the Dental Plan and the crown is placed within the two calendar months following termination of employment.
4. Charges for the replacement of a lost or stolen prosthetic device.
5. Charges for any services or supplies which are for orthodontic treatment (straightening of teeth) including correction or prevention of malocclusion except as specifically provided.
6. Charges for treatment in connection with occupational accidents; or diseases covered by a Workers' Compensation law.
7. Charges for prophylaxis more often than once in each four-month period.
8. Separate charges for anaesthetics or the administration thereof, anaesthetic supplies, or drugs.
9. That portion of a charge which exceeds the current Provincial Dental Fee Schedule for such expenses or which exceeds the Maximum Benefit.
10. Charges listed in "Exclusions."

F. Exclusions

No benefits are payable under this Dental Plan for the charges listed below, and the amount of any such charges will be deducted from the patient's expenses before the Covered Dental Expenses are used to satisfy the Deductible or before the benefits of this Plan are determined:

1. Charges that would not have been made if no Dental Plan existed or charges that neither the employee nor dependent is required to pay.
2. Charges for services or supplies which are furnished or paid for by reason of the past or present service of any person in the armed forces of a government.
3. Charges for services or supplies which are paid for or otherwise provided for under any law of a government, except where the payments or the benefits are provided by the government for its own civilian employees and their dependents, subject to the Coordination of Benefits Provision.
4. Charges for services and supplies which are not necessary for treatment of the injury or disease or are not recommended and approved by the attending Dentist, or Denturist, or charges which are unreasonable.
5. Charges for failure to keep a scheduled visit with the Dentist or Denturist.
6. Charges for completing claim forms.
7. Charges to the extent that such benefits are prohibited by an applicable law of the jurisdiction in which the individual resided at the time the claim was incurred.

G. Coordination of Benefits

Since it is not intended that an employee or dependent receive greater benefits than the actual dental expenses incurred, the amount of benefits payable under the Dental Plan will take into account any coverage the employee or a dependent has under other "plans"; that is, the benefits under this Plan will be coordinated with the benefits of the other "plans".

Specifically, in a calendar year, the Plan will always pay either its regular benefits in full or a reduced amount which, when added to the benefits payable by the other "plan" or "plans", will equal 100% of "Allowable Expenses."

"Allowable Expenses" means any necessary, reasonable and customary dental expense incurred during a calendar year and while eligible for benefits under this Plan, part or all of which would be covered under any of the "plan" or "plans", but not any expense contained in the list of Exclusions.

"Plan" means any plan providing benefits or services for or by reason of dental or medical care or treatment, which benefits or services are provided by group insurance or any other arrangement of coverage for individuals in a group, whether on an insured or uninsured basis. However, "plan" does not include any portion of any medical expense benefit program sponsored by Boeing Canada Technology.

This means that the Dental Plan will pay first when dental expenses performed by a licensed dentist are also covered by any medical program sponsored by Boeing Canada Technology.

No benefits shall be payable under this Plan through the operation of this provision unless the charges for which a claim is submitted were incurred in connection with a dental service or a dental treatment.

H. Definition

Dentist: The term "dentist" means a legally qualified dentist practicing within the scope of his or her license. For the purpose of the Dental Plan, the term "dentist" also includes a legally qualified physician authorized by his or her license to perform the particular services he or she has rendered.

Section 14.

LEAVE OF ABSENCE

During the remainder of the month that a leave of absence is approved, the employee will be considered as a permanent employee and will remain eligible for the entire Group Insurance Program.

If the employee is on an approved leave of absence that goes beyond the end of the month that the leave of absence commenced, the following provisions will apply if the leave is for any occupational or non-occupational illness or injury or a maternity leave or parental leave (if not followed by maternity leave).

1. The employee will continue to be covered under the Medical, Prescription Drug, Vision Care, Dental, Life, Accidental Death and Dismemberment and Weekly Disability Income Plans for up to an additional five calendar months during the duration of such medical leave. This coverage will be provided at no cost to the employee.
2. If such approved medical leave extends beyond the period referenced above, the employee may continue the Group Insurance Program (excluding the Weekly Disability Income Plan) if the employee pays the full required monthly contribution on or before the tenth day of each month.

For all other Company-approved leaves of absence that go beyond the end of the month that the leave of absence commenced, the employee will continue to be covered under the Medical, Prescription Drug, Vision Care, Dental, Life, Accidental Death and Dismemberment and Weekly Disability Income Plans for one additional month during the duration of such leave. This coverage will be provided at no cost to the employee. If the approved leave extends beyond the one month period referenced above, the employee may continue the Group Insurance Program if the employee pays the full required monthly contribution on or before the tenth day of each month.

If insurance lapses because the employee does not pay the required monthly contribution, it will be reinstated the first of the month following the employee's return to active work, subject to all Plan provisions.

Section 15.

WAIVER OF CONTRIBUTIONS

In the event of the employee's death, the medical, prescription drug, vision and dental coverages shall continue for the employee's eligible dependents without any further contributions until the eligible dependents are covered by another group medical plan, but in no event beyond 12 months after the date of the employee's death.

Section 16.

TERMINATION OF INSURANCE

A. Life Insurance, Accidental Death and Dismemberment Insurance and Weekly Disability Income Plan

The Life Insurance, Accidental Death and Dismemberment Insurance and Weekly Disability Income Plan coverages will cease on the date of termination of employment. However, if the employee's death should occur within 31 days thereafter, the Life Insurance death benefit will be payable.

B. Medical, Prescription Drug, Vision Care and Dental Plans

The Medical, Prescription Drug, Vision Care and Dental Plan coverage for the employee and dependents will cease at the end of the month in which the employee's employment terminates. A dependent's insurance will terminate on the date such dependent ceases to qualify as a dependent, if earlier.

In case of layoff, Medical, Prescription Drug, Vision Care and Dental Plan coverage continues for the employee and dependents for up to three months after the end of the month in which layoff occurred or, if earlier, the date the employee becomes covered by another employer's Medical, Prescription Drug, Vision Care and Dental Plans either as an employee or dependent.

However, if the employee or a dependent is totally disabled at the time insurance terminates, benefit payments will continue for expenses incurred during the continuation of such total disability for that individual as if insurance has continued, but not beyond twelve months following the date on which insurance terminates, and in no event, beyond the date either the employee or the employee's dependents become covered under any other group medical plan or the date the group medical policy discontinues.

The words "totally disabled" and "total disability" mean for the purposes of the preceding paragraph that the employee is prevented, solely because of injury or illness, from engaging in his or her regular or customary occupation and is performing no work of any kind for compensation or profit; or, if a dependent, that the dependent is prevented, solely because of injury or illness, from engaging in substantially all of the normal activities of a person of like age and sex in good health.

C. Dental Plan

Dental Plan coverage for the employee and dependents terminates at the end of the month during which the employee's employment terminates. A dependent's insurance will terminate on the date such dependent ceases to qualify as a dependent, if earlier.

D. Employee Contributions

If the employee fails to make any required contributions, all coverage for the employee and the employee's dependents will cease at the end of the period for which the last contribution has been paid.

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Dear Sirs:

Re: Agreement on Shop Representative Coverage

This is to confirm our agreement that the Union will ensure that an existing shop committee representative is available to provide representation on 2nd and 3rd shifts as required by the company. In the event that the 2nd and 3rd shift representative is not available, or has already worked his/her scheduled shift, another elected representative will adjust their schedule at no additional cost to the company.

If in the event the 2nd and 3rd shift shop representative is sick or on vacation and union support is required and there are no representatives in the building, the Company will call in a shop representative and he/she will receive call-in pay in accordance with the collective agreement.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Company Rules and Regulations

The Union acknowledges that the Company has the right to make and alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

Any changes to these rules and regulations will be meaningfully discussed with the Shop Committee at least five (5) days prior to publication.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Contractors

The parties agree that contractors shall be permitted to perform any work of the storekeeper classification in the plant.

No storekeeper at time of ratification will be surplusd or laid off as a result of the above.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Dear Sirs:

Re: Co-operative Work Experience

It is understood that the Company supports selected educational institutions in providing cooperative work experience specifically in areas related to aerospace and manufacturing.

The Company and the Union agree that students from selected educational institutions may as part of their training, perform production work only with the direct participation of a bargaining unit employee normally assigned to that work. Such production work as it applies to training will be restricted to the amount necessary to provide basic knowledge of the process to the individuals being trained. It is expected that Bargaining Unit employees will work with these students to support the training process.

It is further agreed that no bargaining unit employee will be displaced by this activity, and that no bargaining unit employee will be reclassified, reassigned or have his or her shift changed as a result of this activity. The Company will notify the Union in advance of the placements and will discuss and resolve any issues that may arise from the work activity defined in this letter.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Employee Benefits

This will confirm the agreement between us that the following employee benefits shall continue:

1. parking and hydro
2. lunch room subsidy (current cost to the Company)
3. first aid facilities
4. tools
5. protective clothing, including cleaning, equal to existing issue
6. mileage allowance, for use of personal vehicle on Company business, at a rate which may change from time to time and which is applied to the Boeing Canada Technology in general.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Dear Sirs:

Re: Essential Skills

The parties agree that the continued development and support of essential skills training for employees is important to everyone.

To that end, the Union and the Company agree to work jointly through the Education Committee to develop and support training initiatives to increase the level of essential skills in all our employees and are committed to resolving any training issues that may arise.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Gainsharing

The Company agrees to continue the existing Gain Share Plan for the duration of the current collective bargaining agreement in accordance with the official plan document.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Interpretive Services

This will confirm the agreement between us that the Company will continue to provide interpretive services for the deaf through an independent agency. Such services will be provided on an as required basis including medical examinations required by the Company as described in Section 14.1 of the Collective Agreement. Services provided on the premises of the Company shall in no case average less than three half days per week.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Investigatory Meetings

This will confirm the agreements between the Union and the Company concerning Union involvement in discipline, and investigatory meetings with represented employees:

- (1) The Company will ensure that a committee person is present during an investigatory interview or interviews between a Human Resources representative, a manager and an employee who may be subject to disciplinary action or an employee who may have been witness to the incident precipitating the investigation. The committee person will participate in the interviews only for the purpose of clarification of facts from the employee and Company.
- (2) Upon request of the employee, the employee's committee person will be present when the employee is given a written reprimand. The committee person will not participate in the discussion with the supervisor and the employee.
- (3) If an employee is reprimanded in writing and such reprimand is placed in the employee's personnel folder, a copy of the reprimand shall be given to the employee upon request. Reprimands antedating a period of twelve months excluding leaves of absence and/or layoff status during which no additional written reprimands involving the same subject (example: attendance) have been received will be expunged from the employee's personnel folder.
- (4) An employee suspended or discharged will be advised, prior to the administration of discipline, of his or her right to have a Union Representative at the meeting. If the employee desires, the Union Representative will be contacted and given a place and reasonable time for discussion with the employee both prior to and following the scheduled discipline meeting. The committee person will not participate in the discussion with the supervisor and the employee.

The parties agree that nothing in this letter is intended to limit the right of a manager or supervisor to have private discussions with an employee. It is further agreed that discussions with employees regarding matters in the formal grievance procedure will only occur together with the appropriate committee person.

Yours truly,

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carl Brosman
Director of Human Resources

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Job Analysis Factor Cap

This will confirm the agreement between us that in the job analysis factor system, Grade 11 will have a cap of seven hundred (700) points.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Dear Sirs:

Re: Job Evaluation – Non-Destructive Inspection Technician

This will confirm our agreement that the Nondestructive Inspection Technician B job classification will be upgraded from Grade 8 to Grade 9 when x-ray requirements are introduced into the job and equipment is in place.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Medical Documentation Reimbursement

This will confirm the agreement reached between the parties that the Company will reimburse the employee for any Company required medical documentation up to \$60.00 upon proof of payment effective January 1, 2012. This reimbursement excludes any medical documentation required under Section 9.4 of the Collective Bargaining Agreement or any medical required which is related to attendance and punctuality.

Yours truly,

Carl Brosman
Director of Human Resources

Accepted

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Monthly Agenda Meeting

This will confirm that the parties agree to establish the above noted committee, which shall be comprised of the following individuals:

From the Union: Chairperson of the Shop Committee
 President of Local Union 2169
 Local National Union Representative
 Shop Committee Persons

From the Company General Manager and Directors of Boeing Canada Technology

The Monthly Agenda Meeting shall take place on the first Thursday of every month unless otherwise mutually agreed.

The mandate of the Committee is to provide the Union with an update on the operations and discuss issues of mutual concern relative to the bargaining unit employees and the operation.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Monthly Company – Union Meetings

This will confirm the agreement between us that meetings between Company representatives and the Shop Committee will be held once a month to discuss mutual problems.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Ken:

Re: Moving Parts

This confirms our agreement that notwithstanding any article in the Collective Agreement, the Company may assign an employee(s) to move parts physically or in the system on a full time basis. Such agreement will be in place until October 31, 2008.

In the event that the Company has an ongoing need to have employee(s) physically move parts or move parts in the system on a full time basis beyond October 31, 2008, the Company shall create a storekeeper vacancy(ies) and shall post and fill such vacancy(ies) in accordance with the terms of the Collective Agreement.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Optional Life Insurance Plan

The Company will offer an Optional Life Insurance Plan effective September 1, 2002 to employees and their spouses and children. Employees will be eligible to participate in accordance with the governing provisions set forth in the Optional Life Insurance Plan.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Dear Sirs:

Re: Paid Education Leave Fund

The Company agrees to pay into a special fund three cents (3) per hour per employee for all compensated hours for the purpose of providing Aerospace P.E.L. paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to the following address: CAW Aerospace P.E.L. Paid Education Leave Program, 205 Placer Court, Willowdale, Ontario M2H 3H9.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

Yours truly,

Carl Brosman
Human Resources Director

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Dear Sirs:

Re: Preferred Shift Selection

OBJECTIVES

The Company and Union have agreed to a shift preference system that will replace the existing language in the collective bargaining agreement. The shift preference system recognizes the principle of seniority while at the same time takes into account operational requirements of the business.

PROCEDURE

- I. The Company retains the ability to establish shifts and shift requirements. The shift preference system will work as follows:
 - A. Employees hired prior to July 11, 2005 shall have the opportunity to declare their preferred shift selection on the first Monday of every month. In the event of Monday being a holiday, Tuesday will be used. These employees will have the option of selecting any available shift.
 - B. Employees hired after July 11, 2005 will have the opportunity to declare their preferred shift selection on the first Monday of every month. In the event of Monday being a holiday, Tuesday will be used. These employees will have the option of selecting any available shift excluding a 2x2 rotating shift option.
 - C. The Company will assign employees hired after July 11, 2005 to a 2nd or 3rd shift subject to availability. Generally, in classifications where current employees are assigned to a 2x2 rotating shift, new hires assigned to 2nd shift, and current employees assigned through the preferred shift selection process to 2nd shift, will create a day shift opportunity.
 - D. For the purposes of orienting new hires, the Company may assign those employees to a 1st shift for a period of up to 20 working days, including overtime. The Company, after discussion with the union, may extend the orientation period by an additional 15 working days. Any extension beyond 35 working days will require mutual consent of both the Company and the union. When employees are hired or recalled, they will complete a shift preference form. Recalled employees may be assigned to a 1st shift for a period of up to 20 working days, including overtime, for orientation and familiarization purposes.
 - E. When declaring their preferred shift selection, employees will have the option to select their preferred shift and whether they are willing to move to obtain their shift or limit their selection to their current work area. Should an employee indicate they are willing to move, they must be willing to move to any work area

or site location within their classification. If when offered the shift they decline the move, their name will be removed from the shift preference list immediately and will remain off the list for a period of six (6) months. The six (6) months will commence the first Monday of the following month and in order for the employee to be added to the list, they must submit a form prior to the first Monday of the seventh month following their decline.

- F. From the submissions, the Company's shift preference administrator will maintain lists of preferred shifts and seniority will be the basis for filling any shift vacancies within a classification. These lists will only be available for HR, the union and senior managers to view. When shift assignments are vacated the Company may decide to fill them. A vacancy may arise when an employee is reclassified, resigns, retires or otherwise terminates employment. A manager will not arbitrarily assign anyone permanently to a preferred shift without first consulting with the shift preference administrator and the union.
- G. From the submissions as of Monday, December 5, 2011, 5% of the senior employees (rounded up to the next person) per classification will be permitted to bump more junior employees in order to obtain their shift preference effective the first Monday in March. Only employees willing to move to obtain his/her shift preference will be considered for bumping. An employee who falls within the 5% for bumping cannot decline their shift. The bumped employee will complete a shift preference form within 2 days of being notified and will be placed on the shift that his/her seniority allows. Beyond the 5% the Company will maintain lists of preferred shifts and seniority will be the basis for filling any shift vacancies/opening within a classification. The 5% will only be effective for the March 2012 bumping period. For following years, the percentage of senior employees permitted to bump will be 2%.
- H. Shift openings will be determined by the Company and will be filled by using the lists. In those cases where operationally necessary and no one has declared such shift as a preferred selection, these shifts will be filled by volunteers and then by reverse order of seniority.
- I. Employees who are absent from work for more than thirty (30) calendar days at the time their shift preference opportunity arises shall be by-passed but not removed from their respective list. Exceptions to this may occur by mutual agreement between the Company and the union.
- J. Employees who change classifications shall have their shift choice carried over to the list of their new classification. The employee will obtain his/her preferred shift if his/her seniority permits them to bump a junior employee that is currently on their shift. The bumped employee will complete a shift preference form within 2 days of being notified and will be placed on the shift that his/her seniority allows after a minimum of 10 working days.
- K. In the event that there is a reduction in the number of shift opportunities within a classification for any shift, the company will reassign employees to another shift firstly by volunteers and seniority and secondly by reverse order of seniority in order for the most senior employee to maintain their preferred shift.
- L. Bargaining unit employees who leave the unit for a non-bargaining unit position will maintain their preferred shift for a period of twenty-four months. Should they

return to the bargaining unit within twenty-four months they will be returned to their preferred shift provided that there is no senior employee on the shift preference list that has requested that shift and provided that there is a vacancy on that shift. In no way will another employee be displaced from either their shift or area as a result of another employee returning from a non-bargaining unit position. If there is no vacancy on their preferred shift, the returning employee will be put on a shift that is available and submit a shift preference form and follow the shift preference language to obtain their preferred shift.

- M. Classifications will be able to be excluded from the shift preference process upon mutual consent of the Company and the union.
- II. The current restrictions process for medical assignments shall continue.
- III. The parties recognize that there may be issues that arise in respect to this Letter of Understanding and they agree to meet and make every effort to resolve the issues as they arise.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Prescription Safety Glasses, Safety Shoe Subsidy

Prescription Safety Glasses

The Company will provide one pair of basic approved prescription safety glasses to all employees who require prescription safety glasses in the workplace. The Company will also provide prescription safety glasses in exchange for damaged glasses when presented for replacement. Employees will be responsible to purchase prescription safety glasses to replace their lost glasses. All prescription safety glasses will be purchased by the Company or employees through Company designated suppliers to be determined by the Company in order to ensure compliance with safety specifications. All lost or damaged prescription safety glasses need to be replaced immediately.

Safety Shoes

The Company will reimburse up to \$80.00 per calendar year of the purchase price of approved safety shoes on proof of purchase to all employees who require safety shoes in the workplace, regardless of work area or work function.

Employees may combine two calendar years entitlement (\$160.00) and obtain reimbursement on proof of purchase.

Any employee may obtain reimbursement of shoes immediately on employment and this reimbursement will be considered that calendar year's reimbursement. The Company will reclaim the reimbursed amount in the case of voluntary probationary termination.

Yours Truly,

Carl Brosman
Human Resources Director

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Dear Sirs:

Re: Reduction in Technician Trimming

Notwithstanding Section 13.4 of the Collective Agreement, in effecting a reduction in the Technician Plastic, Assembly Technician and Technician Trimming job classifications, the following procedure will apply:

1. This procedure shall apply to those employees who are in the following job classifications:
 - 1) Technician Plastic
 - 2) Technician Trimming
 - 3) Assembly Technician
2. During periods of layoff when the Company has determined that no additional layoffs are expected within three months from the last layoff date, the Company will take measures to ensure that in the classification of Assembly Technician, Technician Plastic or Technician Trimming, no senior employee will be subject to layoff from one classification while a junior employee remains in another classification. Any adjustments to the layoffs will be made within the notice period for the last layoff date.

In applying the above, the following conditions will apply:

- a) Employees who have previously declined election to the Technician Trimming classification shall not be eligible;
- b) Employees who decline recall to the Technician Trimming classification shall not be eligible.

In those situations where an employee in the Technician Plastic or Assembly Technician classification does not possess the demonstrated skill and ability or valid training course, but still has more seniority than an employee in the Technician Trimming classification, the Company will offer the employee Technician Trimming training.

- "valid", as used above means the successful completion of applicable course or courses within the previous 12 month period. Any employees under this Letter of Understanding who have previously successfully completed a course or courses as set out and 12 months have elapsed since the completion of this course or courses will be provided refresher training on Company time.

In those situations where training is offered the training will be offered subject to the following conditions:

- Technician Trimming training will be offered to employees via a Letter of Offer to train, on a one-time basis only. Employees shall be given (3) working days to accept or decline the offer.
- Employees who accept the opportunity for Technician Trimming training, and successfully complete the training, must exercise their right to bump into the Technician Trimming job classification upon the successful completion of the training, or as per operational requirements.
- Employees who are offered Technician Trimming training via a Letter of Offer to train, and decline the training for any reason, will not be offered further opportunities for training other than training opportunities offered through the normal posting procedure as per Section 13.3 (a).
- Employees must successfully complete the training prior to bumping to the Technician Trimming job classification.

This Letter of Understanding will expire on June 17, 2011.

Yours truly,

Carl Brosman
Human Resources Director

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Dear Sirs:

Re: Reduction in Workforce

Notwithstanding Section 13.4 of the Collective Agreement, in effecting a reduction in the Technician Plastic or Trim Technician job classifications, the following procedure shall be followed:

2. This procedure shall apply to those employees who are in the following job classifications:
 - 4) Technicians Plastics
 - 5) Trim Technician
 - 6) Assembly Technician
3. Employees who hold positions in Plastic Technician and Trim Technician job classifications, and whose position will be subject to lay off, may exercise bumping rights from the Plastic Technician or Trim Technician job classification to the Assembly Technician job classification if seniority allows, and if the employee has either previously gained vesting rights, as per Section 13.3 (b), in the Assembly Technician job classification, or possesses valid and successful completion of a course or courses recognized by the Boeing Training & Development Department as applicable for the Assembly Technician job classification.
 - "valid", as used above means the successful completion of applicable course or courses within the previous 12 month period. Any employees under this Letter of Understanding who have previously successfully completed a course or courses as set out and 12 months have elapsed since the completion of this course or courses will be provided refresher training on Company time.

This provision will only apply in situations where employees in the Plastic and Trim Technician classification, who have more seniority than employees in the Assembly Technician classification, are about to be laid off.

Upon determining the need for a lay off, the Company will determine how many positions in the Technician Plastic classification are going to be effected. The Company will then generate a seniority list for both classifications and will generate a list of Plastic and Trim Technicians who have more seniority than Assembly Technicians.

In those situations where employees in the Plastic and Trim Technicians classification possess more seniority than an employee in the Assembly Technician position the Company will determine if the most senior Plastic or Trim Technician has the valid course or courses as defined above, to perform the Assembly Technician duties.

These employees will be offered a position(s) as an Assembly Technician in direct proportion to the number of employees about to be affected by the bump or layoff. He or she has three (3) working days to accept or decline the offer.

In those situations where the most senior Plastic or Trim Technician does not possess the demonstrated skill and ability, but still has more seniority than an Assembly Technician the Company will offer after-hours, off-site Assembly Technician training.

In those situations where training is offered the training will be offered subject to the following conditions:

- Assembly Technician training will be offered to employees via a Letter of Offer to train, on a one-time basis only. Employees shall be given (3) working days to accept or decline the offer.
- Employees who accept the opportunity for Assembly Technician training, and successfully complete the training, must exercise their right to bump into the Assembly Technician job classification upon the successful completion of the training, or as per operational requirements.
- Employees who are offered Assembly Technician training via a Letter of Offer to train, and decline the training for any reason, will not be offered further opportunities for training other than training opportunities offered through the normal posting procedure as per Section 13.3 (a).
- Employees must successfully complete the training prior to bumping to the Assembly Technician job classification.

This procedure will be followed by order of seniority until all positions identified for lay off are filled or until all Plastic and Trim employees with more seniority than Assembly Technicians have been canvassed, whichever occurs first.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Dear Sirs:

Re: Retention on Non-Bargaining Unit Transfer

This will confirm the Agreement between us that the Company will only transfer an employee under Section 4.4 if the employee has sufficient seniority at the time of transfer to hold the job classification in his/her own right. A retention may be used on that employee at any later date but not at the date of transfer.

An employee who is on retention may be transferred out of the bargaining unit, and then be returned to the unit, and immediately be placed on retention again. However, the retention will be deemed to be used by the employee even while he/she is on this non-unit assignment, and will not be available for use in retaining another employee.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Return to Work

The Company and the Union agree that the safe and speedy return to work of employees who are unable to perform the full normal duties of their assigned job classification due to an occupational or non-occupational injury or illness is an important mutual goal. In order to achieve this goal when an employee returns to work under the terms of Section 4.6 or Section 9.5(b), the Company will consider a modification of the duties of the affected employee's current position, exhaust other positions within the affected employee's job classification, and then after lateral or lower grade opportunities have been exhausted, and only when mutually agreed to by the Company and the Union, will consider a job classification carrying a higher labour grade.

The Company and the union agree that the joint Return to Work Committee shall meet on a bi-weekly basis to discuss return to work opportunities for employees off work due to a medical reason and to review employees being accommodated in a different classification who are approaching their 18 month re-assignment as per Section 6.1(b). The committee shall be comprised of three (3) Company representatives, the union Health and Safety Chairperson and two (2) shop committee representatives.

Prior to an employee returning to work under the terms of Section 4.6 or Section 9.5 (b) and where the accommodation is in a position outside his /her current classification he/she is required to participate in a joint Return to Work Committee meeting regarding his/her status.

Yours truly,

Carl Brosman
Human Resources Director

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Dear Sirs:

Re: Self-Inspection and Acceptance (SI&A)

The parties have discussed Self-Inspection and Acceptance and agree as follows:

I. STATEMENT OF OBJECTIVES

SI&A is a process for building in quality by training and certifying employees to verify their own work.

II. ESSENTIAL SKILLS TRAINING FOR SI&A

- A. A prerequisite for SI&A training is successful completion of essential skills. The assessment and testing for essential skills will be conducted on Company time.
- B. If an employee is unable to pass the essential skill test, they will be required to participate in a maximum of 40 hours of Company paid on hour training.
- C. If after the on hours training, the employee is still unable to pass the test, they will be required to participate in a discussion with the Training Manager.

III. SI&A TRAINING

- A. SI&A training as set out in Boeing Document MI-PA-04.01 will be offered to employees at the Company's expense and on Company time.
- B. Employees who do not successfully complete the SI&A training, through no fault of their own will have no disciplinary or punitive action taken against them, including demotion or shift reassignment, as a result of not successfully completing this training. The Company will continue to support them by providing additional training as set out above in order to help them obtain skills necessary to successfully complete SI&A training.

IV. CERTIFICATION

- A. Employees will be certified and governed as per MI-PA-04.01.
- B. This encompasses the existing job certification requirements outlined under Boeing Support Specification (BSS) 7600 Certification Requirements.

V. MISCELLANEOUS

All promotions, overtime and lay-offs shall be done in accordance with the relevant provisions of the Collective Agreement and any applicable Letters of Understanding.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Dear Sirs:

Re: Shift Changes

This will confirm the agreement reached between us that the Company will work with the Union in an attempt to resolve shift change notification problems.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Dear Sirs:

Re: Social Justice Fund

The Company agrees to pay into a special fund one (1) cent per hour per employee for all compensated hours for the purpose of contributing to the C.A.W. - Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the fund established by its Board of Directors and sent by the Company to the following address:

C.A.W. - Social Justice Fund
205 Placer Court
Willowdale, Ontario
M2H 3H9

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Dear Sirs:

Re: Sub-Contracting

The parties agree that prior to initiating any sub-contracting of work normally performed by represented employees, discussions with the Union will be held.

Moreover the Company and the Union recognize that the movement of work to or from the plant can affect employment levels and is a concern to all parties. Therefore the Union and the Company agree to engage in meaningful discussions around this issue at the monthly agenda meeting.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Dear Sirs:

Re: Summer and Christmas Shutdown Periods

This will confirm the agreement between the parties that Summer and Christmas shutdown periods will be handled by the Company posting volunteer lists in each work centre where there is work available during the shutdown period by asking employees to commit by a set date, for the time during the shutdown that they are able to work. The Company will provide the volunteer lists to the Union prior to the shutdown.

The Company may establish minimum periods of time for which an employee must be available in order to volunteer to work during a shutdown period. From these volunteer lists employees will be chosen by work centre and seniority to fill the requirement for the shutdown period.

Probationary employees would fall within their seniority ranking on the volunteer list per work centre. If the volunteers from the work center do not meet the requirement, it will be met by posting for volunteers in accordance with the established overtime flowcharts by seniority.

For the weekend at the start of the shutdown period, normal overtime canvassing will occur as per the provisions of the Overtime Letter of Understanding for weekends. Only employees scheduled to work during the shutdown period will be canvassed for overtime during the shutdown period, which will include the weekends at the end of the first and second weeks of the shutdown. Employees will not be charged for overtime opportunity unless they are scheduled to work in the plant at the time the canvassing occurs.

Work areas that are not scheduled to work will have a volunteer list of employees that are available to be called into their work centre by work centre seniority for emergency work. Management will not circumvent the use of the call in lists with employees that are currently working during the shutdown period.

This letter will not apply in situations when there is off-site training for recalled employees.

Yours truly,

Carl Brosman
Human Resources Director

AGREED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Tool Technician A Trainee

This will confirm the agreement between the Company and the union to create the classification of Tool Technician A Trainee. This classification will be paid as a labour grade 8.

In order to become a Tool Technician A Trainee, an employee must successfully complete the off-hours training as determined by the Company. The Trainee will have a one (1) year training period and must demonstrate the ability to satisfactorily perform the job as determined by the Company within the one (1) year. The vesting period as outlined in article 13.3(c) would not apply in this circumstance.

Trainees who successfully demonstrate the ability to perform the job will be permanently upgraded to Tool Technician A after the one (1) year period. As determined by the Company, trainees who do not demonstrate the ability to perform the job will be returned to their previous classification held within one (1) year.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

Dear Sirs:

Re: Training Programs

The Company will continue to provide Training Programs that will enable employees to maintain and upgrade skills in their job classifications and become qualified to fill future job openings. Skill training for employees in their job classifications will be based on organizational needs assessment, employee skill assessment and operational requirements. Company provided off-hour training for employees to qualify for future job openings will be offered, where training programs exist and requirements of operations indicate a training need, to employees who apply for and meet the training prerequisites. Selection for training will be by seniority. In order to ensure that meaningful discussions and sharing of information occur between the parties to the Collective Agreement, the Company will provide the Union with the opportunity for input to those plans on a regular basis.

Where new work or processes are introduced into a classification the Company shall attempt to train the most senior employee where practicable.

Prior to the implementation of new training plans or programs the comments and concerns of the Union in the areas of training course needs, content, prerequisites, availability and instruction will be solicited and addressed.

The times and frequency of such meetings will be mutually agreed upon.

Yours truly,

Carl Brosman
Human Resources Director

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Union Leaves of Absence - Training

This will confirm the agreement between us that the Company will work with the Union in excusing employees up to ten (10) at one time at the request of the Union to attend training programs, conventions, etc. It is understood that such requests will be made with as much notice as possible and shall be in writing and signed by the President of the Local or his/her designee.

The Company will pay the employees excused in accordance with the above paragraph for time lost during their regular scheduled shift. The parties will meet to discuss the cost per hour per employee and how the reimbursement to the Company will be arranged.

Yours truly,

Carl Brosman
Human Resources Director

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Vacation Credit Pro-Rata

It is agreed that vacation credits will be awarded for years of service as follows:

in a vacation earning year in which an employee reaches his/her fourth anniversary, vacation will be calculated on pro rata basis if that fourth anniversary occurs on or before the 16th day of May. The employee will earn vacation credits at the rate of .833 days per month up to but not including the month of the anniversary, if the anniversary occurs on or before the 16th day of the month. The employee will earn vacation credits at the rate of .833 days/month up to and including the month of the anniversary if the anniversary occurs on or after the 17th day of the month. For subsequent months the employee will earn vacation credits at the rate of 1.25 days/month. A similar pro rata calculation will be done when an employee reaches his/her 9th anniversary, if that ninth anniversary occurs on or before the 16th day of May, with the vacation credit rate increasing from 1.25 days/month to 1.667 days/month.

Yours truly,

Carl Brosman
Human Resources Director

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Violence Against Women

The Company and the Union agree that each year on December 6, one minute of silence and lowering of the flag to half mast will be observed in memory of women killed or injured from violence.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Women's Advocate

The parties recognize that female employees may sometimes need to discuss with another woman unique needs.

For this reason the Company recognizes the role of the CAW Women's Advocate in the workplace.

The Women's Advocate will be able to request meeting rooms in order to facilitate private meetings with female members.

The union shall be responsible for all costs for the Women's Advocate including but not limited to lost time, training and travel.

Yours truly,

Carl Brosman
Director of Human Resources

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Carmen Ledarney

NOT TO FORM PART OF COLLECTIVE AGREEMENT

July 11, 2005

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: All items marked "NOT TO FORM PART OF COLLECTIVE AGREEMENT"

The following items are communications on file, all which have been agreed to by the parties, and shall not under any circumstances form part of the actual collective bargaining agreement.

These items are being included hereafter for the exclusive purpose of providing guidance and clarification to management, union and the employees covered by the collective bargaining agreement.

Yours truly,

Carl Brosman
Director of Human Resources

Accepted

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Ken Stuart

NOT TO FORM PART OF COLLECTIVE AGREEMENT

July 11, 2005

Ken Stuart
Chairperson
Union Shop Committee
CAW Local 2169
2nd Floor, 1376 Grant Avenue
Winnipeg, Manitoba
R3M 3Y4

Dear Ken:

Re: Changes to the Overtime Canvassing Procedure

This message will serve as an official announcement of change in overtime canvassing and requirement procedures that have been agreed upon between the Union and Management. These changes will take place effective October 16, 2000.

- The time frame for employees to accept overtime opportunities has been extended from 1 hour to 1.5 hours.
- For "All Up Weekend" canvassing opportunities, the acceptance cut-off time for all employees will now be 11:00 a.m. Friday morning. When the number of employees required show as "999", employees should recognize this indicator as an All Up Weekend opportunity.
- The new employee response times are as follows:

For Weekday overtime opportunities:

Shift	Time to Respond
Midnight Shift	3:30 a.m. to 5:00 a.m.
Day Shift	12:00 p.m. to 1:30 p.m.
Evening Shift	8:30 p.m. to 10:00 p.m.

For Weekend overtime opportunities (Not All Up):

Shift	Time to Respond
Day Shift	Thursday, 12:00 p.m. to 1:30 p.m.
Evening Shift	Thursday 8:30 p.m. to 10:00 p.m.
Midnight Shift	Friday, 3:30 a.m. to 5:00 a.m.

For Weekend overtime opportunities (All Up or "999" required):

Shift	Time to Respond
Day Shift	Thursday, 12:00 p.m. to Friday, 11:00 a.m.
Evening Shift	Thursday 8:30 p.m. to Friday, 11:00 a.m.
Midnight Shift	Friday, 3:30 a.m. to 11:00 a.m.

- Those employees who work unauthorized overtime will not be paid.
- Those employees who are on-site training (this includes the Saskatchewan plant and vice versa) will still be able to respond to the overtime opportunity at any terminal in either building, this should not be an issue.
- For those employees who are off-site training or on Union business, it is that employee's responsibility to make every effort before their training date to let their manager know via voice mail and e-mail of their desire to work overtime before the cut-off time, should the opportunity arise. It is in this occurrence only employees may phone their manager to confirm overtime authorization.

Herman Hansen
Employee Relations Manager
Boeing Canada Technology

Ken Stuart
Plant Chairperson
CAW Local 2169

NOT TO FORM PART OF COLLECTIVE AGREEMENT

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Dear Sirs:

Re: Share Value Program

The Boeing Company and the Union agree that all eligible represented employees may participate in the current Boeing Share Value Program (also known as the Share Value Trust) for the duration of this agreement. The parties agree that the Company's success depends upon the ability to return long-term value to its shareholders. The intent of this program is to help inform employees about what makes a business run and produces shareholder value, and to allow employees to share in the results of their efforts to increase shareholder value.

Employees will be eligible to participate in accordance with the governing provisions of the Share Value Program as set forth in the official Program documents. In the event of any conflict between this Letter of Understanding and the official Share Value Program documents, the official Share Value Program documents will prevail in every case.

Eligible participants will proportionally share in a Share Value Trust distribution based on the number of months they were eligible to participate during any investment period falling within the term of this agreement or any preceding agreement that provided for their participation in the Share Value Program.

Yours truly,

Carl Brosman
Human Resources Director

ACCEPTED

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW - Canada)
and its Local 2169

Ken Stuart

NOT TO FORM PART OF COLLECTIVE AGREEMENT

June 18, 2011

Ms. Carmen Ledarney
CAW Local 2169
2nd Floor - 1376 Grant Ave.
Winnipeg, MB R3M 3Y4

Dear Carmen:

RE: OVERTIME DISTRIBUTION

This is to describe the procedure that will be used by the Company to administer Section 6.4(a) of the Collective Bargaining Agreement:

I. STATEMENT OF OBJECTIVES

The Company and the Union agree that a system which provides for the equitable distribution of overtime opportunities to willing employees is an important part of the Collective Agreement; that the groups be composed of employees in the same classification; and that accurate, up to date records of overtime distribution be maintained. It is further agreed that it is also an important objective that employees make a sincere effort to work the required overtime after agreeing to do so.

II. OVERTIME WORK GROUPS

A. The Company shall establish overtime work groups which shall be the foundation for equitable distribution of overtime.

B. Establishment of New Work Groups

The Company shall strive to maintain a reasonable number of work groups. When it becomes necessary to increase, change or reduce the number of existing work groups, the Company shall meet with the Union's representatives to discuss the changes at least 30 days prior to implementing the changes to the overtime groups. The consultation process shall include a written communication on a form titled, "Overtime Group Change Form."

The manager shall complete the, "Overtime Group Change Form" clearly describing the need for the change in overtime group(s) and the reason for the change(s). The Union shall have 5 working days from the time they receive the form to provide written communication directly on the form relating to any concerns or issues around the change(s) in overtime groups as described on the form. The parties will subsequently meet to discuss any concerns.

After making every effort to address any issues or concerns that the Union has provided on the "Overtime Group Change Form," the Company retains the right to unilaterally make any required changes.

III. ADMINISTRATION

A. Procedure for Offering and Recording Overtime Opportunities

- (i) Management shall be responsible for:
 - 1. Maintaining opportunity list by seniority, in accordance with recognized overtime work groups.
 - 2. Identifying overtime requirement by overtime work group, numbers of employees, length and time required and shift.
 - 3. Authorizing overtime.
- (ii) Management of designate shall be responsible for:
 - 1. Filling the requirement by canvassing employees for available overtime via the Computerized Overtime Lists.
 - 2. Posting daily the list of people working overtime at least one (1) hour prior to the end of each shift.
- (iii) Employees shall be responsible for:
 - 1. Indicating on the Computerized Overtime Lists their acceptance or refusal of a weekday overtime offer as soon as possible, but no later than two (2) hours prior to the conclusion of their assigned shift. Failure to respond to this offer shall be considered a refusal of offered overtime.
 - 2. Working the authorized hours of overtime only.
 - 3. Checking daily the list of people working if they have indicated via the computer their intent in working overtime.

B. Integration of Employees onto Established Lists

Employees who are permanently reassigned to a different overtime work group will transfer all hours accrued in their previous group to their new group and will be immediately integrated into the new group. New hires, recalled employees and employees that have received a change in classification shall be charged with the average of that group and will be immediately integrated in. Employees temporarily reassigned are eligible for overtime in his/her new overtime group on the Monday following the first full shift of reassignment.

C. Lead Hands

Shall fall into normal rotation within groups.

D. Recording Opportunities

All employees not available at the time of scheduling, or have medical restrictions and refusals are recorded on the overtime record. In the event that Sunday overtime is identified on Saturday, those employees that were not available for Saturday shall not be charged for Sunday. Employees that are called in for emergency situations shall have the call-in hours worked recorded

as overtime opportunity. Only the number of employees canvassed which are necessary to fill the overtime requirement will be charged with the overtime opportunity.

E. Administration of Lists

Computerized lists shall be created for each overtime work group in seniority order. Overtime shall be offered from the top of the list (most senior) down, until the requirement is filled. When another requirement is identified, opportunities shall be offered from the top of the list down, until the requirement is filled. At the end of each week, the computerized list shall be reordered beginning with the employee who has the least number of hours offered and ending with the employee with the most number of hours. Overtime shall be offered based on the reordered list in the same manner as the seniority based original list from top seniority. The order of employees on the computerized list with the same number of hours shall be by seniority order. Records shall be kept for the term of this agreement only with each employee beginning with zero hours.

F. Weekday Lists

The weekday lists shall divide employees within an overtime group, into first, second, and third shifts. Any overtime requirements shall be offered based on when the available work is to be accomplished. This shall occur as soon as possible, and whenever possible no later than three (3) hours prior to the completion of the shift that is immediately proceeding the shift that the overtime is offered for unless unforeseen circumstances arise that prevent this from occurring. If overtime requirements are determined after the time limit specified above, the manager of designate will manually canvass the eligible employees on the list.

G. Weekend Lists

The weekend lists shall group all employees by overtime group, regardless of shift assignments onto one list. This list shall be used for canvassing for available overtime opportunity for the weekend. Overtime will be offered according to the employee's place on the list. Overtime hours will be added to the employee's total overtime hours and will form part of their new cumulative total. Initial assignment to this list will be from least to most hours and then averaged into the group.

- i) Management shall make every reasonable effort to make a determination of overtime requirements three (3) hours prior to the completion of first shift Thursday.
- ii) If overtime requirements or additional requirements are determined on Friday and Saturday, then the shift currently working shall be manually canvassed from the all-up list. Under normal circumstances Sunday overtime will be canvassed at the same time Saturday overtime is canvassed.
- iii) Where shift work is required on weekend overtime, the overtime whenever possible shall be offered consistent with the employee's shift assignment in the previous week. If this does not meet operational requirements, employees shall be

- offered an overtime opportunity on a shift according to employee's place on the list.
- iv) Statutory holidays falling on a Monday shall be included in this weekend overtime agreement

H. Downtime Provisions

In the case of a failure of the Computerized Overtime Lists, overtime shall be offered according to the previous week's lists.

It is the responsibility of each employee to check his/her cumulative overtime hours each Monday, or as soon as possible thereafter, and to report any discrepancies to his/her Manager immediately. Complaints shall be confined to discrepancies or changes occurring within the ten (10) calendar days prior to the Monday. If there is no complaint by an employee, or the Union on behalf of the employee in accordance with Article 11, Grievance Procedure, the employee's cumulative overtime hours up to that Monday shall be deemed correct.

I. Overtime Assistance

In the event that an employee is performing his/her job duties while on overtime and requires assistance in carrying out a specific task, the Company shall have the right to assign another employee regardless of classification or overtime group to provide assistance rather than calling in additional overtime provided that all of the following conditions are met:

- There is no one from the employees own group and shift present in the workplace to assist;
- The employee assigned to assist must be physically capable of performing the particular task;
- All assistance must be of a safe and reasonable nature;
- Assistance shall not exceed a cumulative period of thirty (30) minutes in length;
- Assistance shall not include the determining duties of another classification.

- J. In the event that there are no employees canvassed or currently working in a specific overtime group, an employee from a different overtime group but within the same classification, may perform the work normally performed by that group for up to a cumulative period of thirty (30) minutes.

Yours truly,

Carl Brosman
Human Resources Director

Agreed to by:

Carmen Ledarney
CAW Local 2169

NOT TO FORM PART OF COLLECTIVE AGREEMENT

July 11, 2005

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW – Canada)
and its Local 2169

Voluntary Layoff

The Company and the Union agree that in periods of downsizing, where employees will be laid off, the Company will continue to maintain the right to consider requests for voluntary layoffs. If the Company agrees to allow voluntary layoffs, they would only be considered for employees in job classifications that have been declared surplus and in numbers to be decided by the Company. The process shall include:

- I. A written communication in the appropriate classification(s) notifying them of this opportunity.
- II. A written request from the employee requesting voluntary layoff within the time limit specified.
- III. The Union and Company agree to meet to discuss the amount of layoff benefits for volunteer(s) as referred in article 14.4.

Yours truly,

Carl Brosman
Human Resources Director

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
and its Local 2169

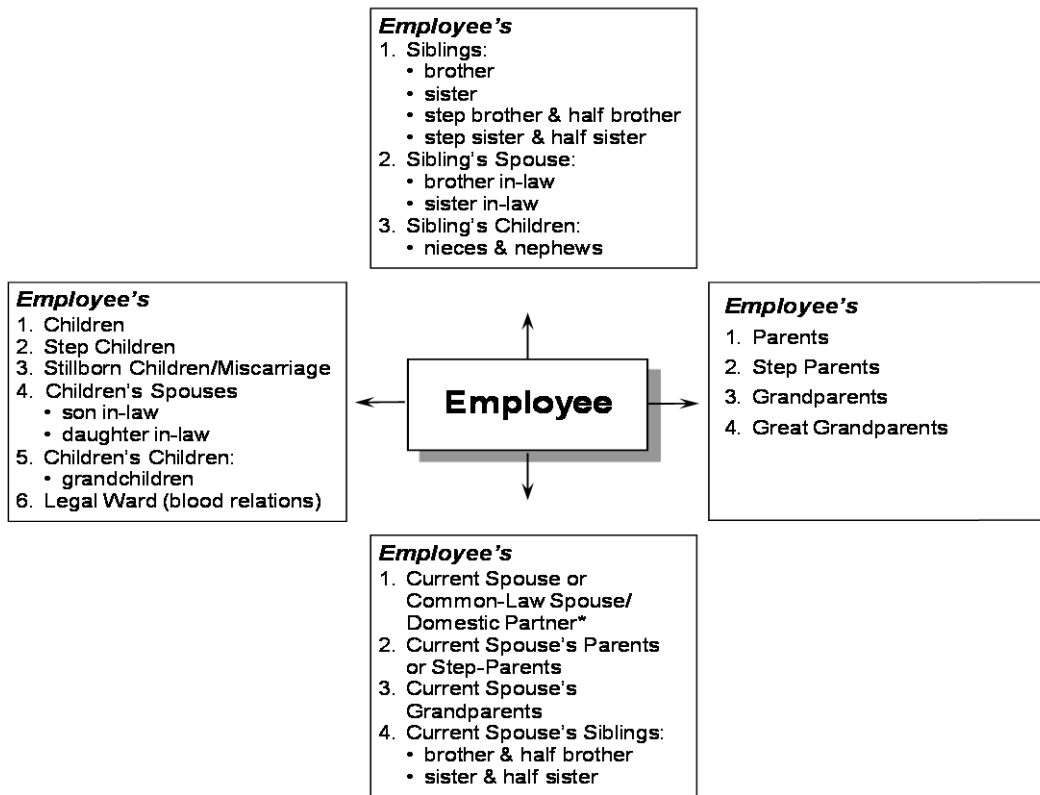
Ken Stuart

June 18, 2011

National Automobile, Aerospace,
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Paid Bereavement Leave – Immediate Family

Paid Bereavement Leave - Immediate Family



Employee's Relatives Not Covered for Paid Bereavement :

- step grandparents
- miscarriages/stillborns for any other than employee or spouse
- spouse's nieces & nephews
- spouse's step-brothers & step-sisters (no blood relation at all)
- spouse's siblings' spouses
- legal wards (no blood relation)
- foster children, foster parents & foster parents-in-law
- aunts & uncles
- Any other individual considered as a family member but not listed in "Immediate Family", above

Yours truly,

Carl Brosman

Human Resources Director

ACCEPTED:

National Automobile, Aerospace,
Transportation and General Workers
Union of Canada (CAW-Canada)
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Carmen Ledarney

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