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EFF.	89 06 05
TERM.	88 06 05
No. OF EMPLOYEES	720
NUMBRE D'EMPLOYÉS	7

OFFICE AND TECHNICAL
AGREEMENT

between

**ARNPRIOR DIVISION OF
BOEING OF CANADA LTD.**

and

**INTERNATIONAL ASSOCIATION
OF MACHINISTS AND
AEROSPACE WORKERS**

LOCAL LODGE 1542

EFFECTIVE JUNE 5, 1985

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AGREEMENT

THIS AGREEMENT, dated this 3rd day of June 1985 by and between Arnprior Division of Boeing of Canada Ltd., Arnprior, Ontario (the term "The Company" being hereinafter deemed in each instance to refer to such corporation) and the International Association of Machinist and Aerospace Workers C.L.C.-A.F.L.-C.I.O. and its Lodge No. 1542 now and hereafter representing employees of the Company (the term "The Union" being hereinafter deemed in each instance to refer to the International Association of Machinists and Aerospace Workers C.L.C.-A.F.L.-C.I.O. and its Local Lodge No. 1542 [OFFICE AND TECHNICAL UNIT] in reference respectively to the collective bargaining unit which it is identified and the employees therein):

WITNESSETH that

WHEREAS, the parties have negotiated the terms and conditions of a collective bargaining agreement (hereinafter referred to as the "Agreement") relating to employees of the Company represented by the Union and more particularly described in this Agreement and to the wages, hours and other terms and conditions of employment of such employees, and the parties desire to reduce the Agreement to writing;

NOW, THEREFORE, in consideration of mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - COVERAGE

Employees covered by this Agreement shall be all office, clerical and technical employees at Arnprior, save and except supervisors, foremen, persons above the rank of supervisor and foreman, employees covered by an existing collective agreement for a bargaining unit of production and maintenance employees, the confidential secretary to the General Manager, the confidential secretary to the Industrial Relations Manager and the confidential secretary to the Chief Accountant, as certified by the Ontario Labour Relations Board dated at Toronto the 2nd day of June, 1978.

ARTICLE 2 - RIGHTS OF MANAGEMENT

SECTION A. Management of Company

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 without limitation implied or otherwise, 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.

SECTION B. Subcontracting

It shall be the Company's unilateral right without limitation, to determine and designate at any time the work to be undertaken and performed by the Company and the locations where such work is to be performed and to activate or de-activate any operations or activities at any time. It also shall be the Company's unilateral right at any time without limitation to subcontract to any other corporation, firm or person whatever work it determines and designates.

ARTICLE 3 - 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 at the date of the signing of this agreement, shall, as a condition of employment, become Union members within thirty (30) calendar days from the date of employment and shall, as a condition of employment, remain Union members in good standing.

ARTICLE 4 - CHECKOFF

1. The Company shall checkoff one initiation fee, reinstatement fee (where applicable) and Union dues as may be chargeable by the Union, or an equivalent amount, once each month from

the wages of each employee in the bargaining unit, whether or not the employee is a member of the Union and this amount shall be forwarded by the Company to the Union forthwith. The deductions as aforesaid commence in the month in which 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, initiation fee or reinstatement fee, the Company will deduct the amounts 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 transfer to a plant, unit, or job not covered by this Agreement.
4. The Company shall on or before the 15th calendar day of each month furnish to the financial secretary of the Union a written statement covering, for the current calendar month, the following:
 - a) the total amount of dues deducted;
 - b) the total amount of original initiation fees deducted;
 - c) the total amount of reinstatement fees deducted;
 - d) the names, employee number, the amount of deduction from each employee;
 - e) the names of employees from whose wages no deductions were made because their pay cheques were insufficient to make the appropriate deductions;
 - f) 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), b), and c) herein.
5. 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 5
UNION REPRESENTATIVE ON COMPANY PREMISES

SECTION A. Union furnish list of Representatives

The Union shall inform the Company in writing of the names of its officers and committee-persons who are accredited to represent it, which information shall be kept up to date at all times. Only persons so designated will be recognized by the Company as representatives of the Union.

SECTION B. Union Representatives access to Plant

A Grand Lodge Representative or his designated representative shall have access to areas in the Company's facility during work hours where employees in the bargaining unit defined in coverage herein are assigned. Such access shall be for the purpose of investigating claims of grievance on the part of employees, subject to the following:

1. The Company shall be required to admit only the Grand Lodge Representative or his designated representative.
2. The Grand Lodge Representative or his designated representative shall notify the General Manager or his designee of his intended visits to the Company's facility. Such notification shall be given reasonably in advance of such intended visit and shall include the approximate time of such visit or visits.
3. The Grand Lodge Representative or his designated representative upon being granted admittance to the Company's facility under this Section shall confine his visits to the area or areas for which clearance has been requested and such visits shall be at the time specified. During such visits there shall be no organizing, collection or checking of dues, campaigning for Union or political office, or soliciting of any kind on Company premises. Grand Lodge Representatives or designated representatives thereof who fail to comply with the provisions of this Section B shall forfeit their admittance rights.

SECTION C. Union Activity during working hours.

Solicitation of Union Membership or collection or checking

of dues will not be conducted during working hours. The Company agrees not to discriminate in any way against any employee for Union activity, but such activity shall **not be** carried on during working hours except as specifically allowed by the provisions of this Agreement.

SECTION I). Committee-persons

1. The Union may designate three (3) employees as committee-persons.
2. An employee while acting as committee-person shall not be laid off or transferred from his occupational unit or shift provided work for which he is qualified and is willing to perform is available in his present or lower labor grade in such occupational unit and shift.
3. The committee-person will be promoted, demoted and recalled from layoff on the same basis as provided for other employees except that in the event the occupational unit or shift is deactivated and is later reactivated the former committee-person will be the first employee to be recalled to that shop unit or shift provided work for which he is qualified and is willing to perform is available.

SECTION E. Departure from work by Committee-persons

The Committee-person before leaving his assigned work on Union Business shall have authorization from the Union and permission to do so from his supervisor before he absents himself on such Union business.

SECTION F. Office Committee-persons meeting with Management

Office committee-persons when meeting with Management of the Company on official business dealing with the administration of this collective agreement during what would normally be their working hours shall be responsible to inform their supervisor and receive permission to be absent from their place of business.

ARTICLE 6 - BULLETIN BOARDS

The Company will provide a bulletin board in Office Canteen. Such bulletin board shall be used only for the purpose of notifying employees of matters pertaining to Union Business. All notices must be on Union stationery, signed by an accredited representative of the Union, and shall be submitted to the General Manager or his designated representative for approval prior to posting. Such approval shall not be unreasonably withheld.

ARTICLE 7 - STRIKES AND LOCKOUTS

The Union agrees that during the term of this Agreement and regardless of whether an unfair labour practice is alleged (a) there will be no strike, slow-down or walk-out and (b) the Union will not directly or indirectly authorize, encourage or approve any refusal on the part of employees to proceed to the location of normal work assignment where no rare or unusual physical hazard is involved in proceeding to such location. 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 lock-out of employees covered by this Agreement.

ARTICLE 8 - COOPERATION

All parties to this Agreement hereby commit themselves to the fullest cooperation with the object of maintaining efficient and uninterrupted production in the plant of the Company.

The Union agrees that each employee is responsible for the quality of his own work and the proper use and operation of equipment and machines used by him in the performance of his work. Failure to comply with this requirement shall be considered grounds for disciplinary action.

ARTICLE 9 - DETERMINATION OF DISPUTES

SECTION A. Settlement of Complaints, Grievances and Differences

Grievances or complaints arising between the Company and its employees subject to this Agreement, or the Company and the Union with respect to the interpretation or application of any of the

terms of this Agreement, shall be settled according to the following procedure. Subject to Paragraph 1.h) of this Article, only matters dealing with the interpretation or application of terms of this Agreement shall be subject to this grievance machinery.

1. In the case of grievances on behalf of employees:
 - a) The employee first shall discuss his grievance with the Committee-person, and if the Committee-person considers the grievance to be valid, then the employee and the Committee-person will contact the first line supervision and will attempt to effect a settlement of the complaint. This procedure, however, will not prevent an employee from contacting first line supervision if he so chooses. If the purpose of the employee's contacting first line supervision is to adjust the grievance, the Committee-person shall be given an opportunity to be present and such adjustment shall be in conformity with this Agreement.
 - b) If no settlement is reached the Committee-person shall reduce a statement of the grievance or complaint to writing, which shall contain the following:
 - i. The detailed fact upon which the grievance is based.
 - ii. Reference to the section or sections of the Agreement alleged to have been violated. (This will not be applicable in case of dismissal or suspension for cause, or of involuntary resignation.)
 - iii. The remedy sought.
 - c) The Committee-person shall obtain the signature of the aggrieved employee on the written statement of grievance if the employee is willing to sign. The written statement of grievance then shall be submitted to first line supervision for reconsideration with a copy to the Industrial Relations Office of the Company. After such reconsideration, first line supervision may settle the written grievance and, over his signature, indicate the disposition made thereof. Otherwise, first line supervision shall sign the grievance and the signatures of first line supervision and the Committee-person will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached, at which time the Committee-person promptly shall take up the grievance with the designated representative of the Company.

- d) if the Committee-person and the Industrial Relations Office of the Company reach a settlement, they shall sign the grievance indicating the disposition made thereof.
- a) If no settlement is effected within ten work days (unless mutually extended) from the submission of the grievance to the Industrial Relations Office of Company and the Committee-person both shall sign the grievance and indicate that it has been discussed and reconsidered by them and that no settlement has been reached. The grievance then shall be submitted promptly to the office of the General Manager of the Company and to the office of the Grand Lodge Representative. The individuals respectively in charge of these offices shall attempt to reach a settlement of the grievance and then shall sign the grievance indicating the disposition made thereof. If no settlement is effected within fifteen work days (unless mutually extended) of the submission of the grievance to these individuals it then shall be referred to Arbitration for a prompt hearing as hereinafter provided.
- f) All conferences resulting from the application of provisions contained in this Article shall be held during working hours.
- g) In cases of layoff the employee shall be given a copy of the layoff slip, and he shall have the right to appeal such layoff in accordance with the foregoing grievance procedure, provided his Committee-person files a written grievance with the designated representative of the Company, within seven work days after the date of layoff.

In the event the employee is not available to be presented with his copy of the layoff slip, a copy will be sent to the employee by registered mail and the information also will be mailed to the Union Office, and he shall have the right to appeal such layoff in accordance with the foregoing grievance procedure, provided his Committee-person files a written grievance with the Industrial Relations Office of the Company, within seven work days after the date of the mailing of the layoff slip. The written grievance then shall be processed through subsequent steps if necessary.
- h) In case of dismissal or suspension for cause or of involuntary resignation, the employee shall be given a copy of the Ter-

mination of Service Slip which will show the reason for such termination, and he shall have the right to appeal such termination in accordance with the foregoing grievance procedure provided his Committee-person files a written grievance with the Industrial Relations Office of the Company, within seven work days after the date of termination. In the event the employee is not available to be presented with his copy of the Termination of Service form, a copy will be sent to the employee by registered mail and the information also will be mailed to the Union Office, and he shall have the right to appeal such termination in accordance with the foregoing grievance procedure, provided his Committee-person files a written grievance with the Industrial Relations Office of the Company, within seven work days after the date of the mailing of the termination notice. The written grievance then shall be processed through subsequent steps if necessary. If settlement is not effected prior to Arbitration and the matter is appealed to Arbitration in accordance with subparagraph e), hereof, the Arbitrator shall have the discretionary power to decide such appeal on the basis of any information that he deems pertinent which is presented to him at the hearing.

In the case of any grievance which the Union may have against the Company or the Company may have against the Union, such grievance is hereby limited to matters dealing with the interpretation or application of terms of this Agreement and shall be handled as follows:

- a) Such grievance shall be submitted to the Industrial Relations Office of the Company or the designated representative of the Union, and shall contain the following:
 - i. Statement of the grievance setting forth in detail the facts upon which the grievance is based.
 - ii. The section or sections of the Agreement alleged to have been violated.
 - iii. The correction sought.
 - iv. The grievance shall be signed by the designated representative of the Union or the designated representative of the Company.
- b) If no settlement is effected within ten work days (unless

mutually extended) from the submission of the grievance to the Industrial Relations Office of the Company and the designated representative of the Union, both shall sign the grievance and indicate that it has been discussed and reconsidered by them and that no settlement has been reached. The grievance then shall be submitted promptly to the office of the General Manager of the Company and to the office of the Grand Lodge Representative. The individuals respectively in charge of these offices shall attempt to reach a settlement of the grievance and then shall sign the grievance indicating the disposition made thereof. If no settlement is effected within ten work days (unless mutually extended) of the submission of the grievance to these individuals it then shall be referred to Arbitration for a prompt hearing as hereinafter provided.

- c) All decisions arrived at under the provisions of this SECTION A by the representative of both parties to this Agreement, or the Arbitrator, shall be final and binding upon both parties, provided, however, that in arriving at such decisions neither the parties nor the Arbitrator shall have the authority to alter this Agreement in whole or in part.
3. Grievance claims involving retroactive compensation shall be limited to thirty calendar days prior to the written submission of the grievance to Company representatives, provided, however, that this thirty-day limitation may be waived by mutual consent of the parties.

SECTION B. Arbitration Proceedings and Selection of Arbitrators

Selection of Arbitrator and arbitration proceedings before them shall be conducted in accordance with the following:

1. The Company and the Union, jointly shall select and agree upon a panel of three persons who shall serve as Arbitrators. The names of the Arbitrators on the panel shall be arranged in alphabetical order and they shall be called in rotation. In cases when an Arbitrator is not available, the next Arbitrator on the panel shall be called.
2. In hearings before an Arbitrator, the designated representative of the Union and the designated representative of the Company

shall present the contentions of the parties, provided however, that either party may have present additional representatives. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties shall be presented by written briefs. Such arguments of the parties shall be confined to and directed at the matters set forth in the grievance and may be supported by oral comment and rebuttal. The Arbitrator shall rule only on the basis of information presented in the hearing, and shall refuse to receive any information after the hearing except when mutually agreed to, and in the presence of both parties.

3. The decision of the Arbitrator shall be made as soon as possible following the date of hearing (unless mutually extended) and shall be sent in writing to the designated representative of the Company and the designated representative of the Union.
4. The Company and the Union, shall by mutual consent fix the amount of compensation to be paid for the services of the Arbitrator. The Union or the Company, whichever is ruled against by the Arbitrator shall pay the compensation of the Arbitrator including his necessary expenses.
5. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

ARTICLE 10 - SENIORITY

SECTION A. 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 employer. Therefore, where Employee Performance Review group ratings are similar, the Company agrees to recognize seniority in case of promotion within the occupational group included in this bargaining unit.

SECTION B. Probationary Employees

For the first ninety (90) days of employment an employee shall be considered as on probation and without seniority. During such

ninety (90) day period probationary employees may be reclassified, laid off or terminated at the discretion of the Company without recourse to the grievance procedure by either the employee or the Union.

SECTION C. Establishment and Accumulation of Seniority

1. The seniority date of each employee, who, as of the effective date of this Agreement, is on the active payroll of the Company, within the Unit defined in Coverage is on authorized leave of absence from such Unit, or is acting in a supervisory capacity over employees in such Unit shall be in conformance with the seniority date carried on the Company's seniority records on the effective date of this Agreement for each such employee. The seniority date of each employee who, subsequent to the effective date of this Agreement, is hired, rehired or transferred into the Unit shall be the effective date of such hire, rehire or transfer, except as otherwise specifically provided in this Agreement.
2. On or after the effective date of this Agreement seniority accumulation shall include time spent on the active payroll of the Company:
 - a) by an individual within the Unit and
 - b) by any individual while acting in any supervisory capacity over employees in the Unit.plus:
 - a) time lost by reasons of industrial accident, industrial illness, or jury duty,
 - b) time spent on authorized leave of absence for Union business,
 - c) time spent on authorized leave of absence granted to cover period of non-industrial accident or illness (not to exceed one year during any such period),
 - d) the first thirty days of any other authorized leave of absence,
 - e) time on layoff from the Unit not to exceed, in each instance, a period of one year (less time on leave under paragraph c) and d) above where such leave immediately precedes such layoff).

SECTION D. Loss of Seniority

1. An individual shall lose seniority rights for the following reasons:
 - a) Resignation. (An individual who, while on leave of absence, engages in other employment without the prior approval of the Company or fails to report for work or to obtain renewal of his leave on or before its expiration, will be considered as having resigned.)
 - b) Discharged for cause.
 - c) Failure to respond within five (5) regular work days after dispatch of a recall from layoff unless such period is extended by the Company.
 - d) Failure to report for work within five (5) regular work days after response or on such later date as may be designated by the Company.
 - e) Failure to register with the Employment Unit of the Company during each of the following intervals of time during a layoff period, signifying his/her availability for recall.

Interval Periods:

 - i. The 31 days commencing May 1 and ending May 31.
 - ii. The 30 days commencing on November 1 and ending on November 30.

A copy of each registration will be transmitted to the Union by the Company.
 - f) Absent for more than three (3) consecutive work days without permission unless such employee presents a reason which is satisfactory to the Company.
 - g) Layoff or On Leave of Absence, other than an authorized leave of absence for Union business, for a period of two years. In no event except for occupational disability or authorized Union leave of absence, shall seniority rights continue beyond this period of two years.
 - h) Retirement.
2. An employee shall not lose seniority if he can submit positive proof that it was impossible for him to comply with the requirements of paragraphs c), d), e) or f) in 1. above.

3. Any employee of the Company outside of the Unit covered by this Agreement who is discharged for cause or quits shall be considered a new hire without seniority if subsequently employed within the Unit.

SECTION E. Hiring and Promotion

When effecting a promotion, the employees to be promoted normally will be selected from employees on the next lower job classification in the applicable occupational group. Consideration for promotion will be made in accordance with the application of seniority as defined in Section **A** above.

Before hiring employees for existing job openings consideration for promotion shall be given to employees as provided in Section E.

SECTION F. Lay off

In effecting a reduction in force within any job classification those employees in the job classification where the surplus exists will be surplusd in the reverse order of seniority as defined in Section A of this Article. Affected employees will be offered downgrade to the next lower job classification within their occupational group if their seniority as defined in Section **A** of this Article permits.

SECTION G. Recall from Layoff

Before any requisition is filled by a new employee, the job shall be offered to employees on layoff from such job classification (or who were demoted in lieu of layoff) in reverse order of layoff. Any employee on layoff who refuses to accept the offer of recall to the job classification held at the time of layoff shall be considered as having voluntarily resigned and shall cease to be an employee of the Company. If such job offer is other than to the job classification held at the time of layoff and the individual elects to remain on layoff status, the Company shall have no obligation to offer him re-employment in any other job classification except that job classification from which he/she was laid off.

An employee who is laid off or demoted in lieu of layoff shall have recall or return rights for a period of two years following the effective date of the applicable reduction in force provided that an employee on layoff status must maintain his seniority in accordance with Seniority Section D, paragraph e) of the Agreement.

SECTION H. Employee Performance Review

The Company will make a demonstrative effort to effect Employee Performance Reviews in a twelve (12) month cycle. The Employee Performance Review shall be discussed with the employee and the Union representative shall, upon request, have access to the employee's evaluation when handling a complaint involving a promotion or a reduction in force.

An employee, upon request, will have an opportunity at the time his Employee Performance Review is discussed with him to review his personnel folder.

SECTION I. Transfers and Reclassifications

1. The Company may offer an employee a lateral reclassification from one job classification to another or a reclassification to a lower grade job classification, subject only to the limitation of Section G. of this Article.
2. The Company may temporarily assign an employee to perform work not customarily performed by employees in his or her classification for a period of not more than 6 months, or for such longer period as may be designated by mutual agreement between the Company and the Union.

The following are examples of situations where the Company may temporarily assign an employee to perform work not customarily performed by an employee in his classification.

- a) To replace an employee while on vacation or leave of absence.
- b) To satisfy a requirement for additional employees until such time as the job openings are filled by hiring new employees or permanently transferring existing employees.
- c) Emergency conditions; such as, a requirement for additional employees for a short period of time.
- d) To handle a situation where the work load in one occupation is temporarily reduced and the Company feels it could better utilize an employee in another occupation.
- e) Training purposes.

It is understood that the above examples are illustrative and not all inclusive.

It is further agreed that the Union will be notified when temporary assignments are contemplated to be for more than five work days.

3. Employees may request a lateral or promotional reclassification to a job classification and such request will be given proper consideration when openings occur subject to the limitation of Section E and Section G of this Article.
4. The following rules shall apply when an employee is reclassified to an equal, higher or lower grade job classification:
 - a) If his current salary is below the minimum for the new job classification he shall have his salary increased to such minimum.
 - b) If his/her current salary falls within the progression salary range for the new job classification he/she will maintain his/her current salary until he/she has served six months of time on the new job classification, in accordance with the progression schedule, to justify an incremental salary adjustment. Exception to the above statement is in the case of promotion within a job family. If his/her current salary falls within the progression salary range for the new job classification he/she will be able to progress in months of experience and the corresponding rate as if he/she was still in the original classification prior to promotion.
 - c) If his/her current salary is above the maximum of the new job classification his/her salary will be adjusted to the maximum for the new job classification.
 - d) The above rules are not applicable if any employee is reclassified because of insufficient ability to satisfactorily perform the work assignment on his/her current job classification. In such cases, the Company will have the unrestricted right to offer the employee any salary within the range for the new job classification.
 - e) The Company in its sole discretion may deviate from any of the above rules and selectively place new hires and/or individual employees on salary rates over and above the scheduled rates specified in Appendix A and Appendix B.

SECTION J. Supervisory Transfers

The Company may transfer or demote to positions within the Bargaining Unit employees who accumulate seniority under Section C, paragraph 2.b) of this Article.

SECTION K. Seniority List

Each three months following the effective date of this Agreement the Company will furnish the Union with a Seniority List of the employees covered by this Agreement.

SECTION L. Nature of Seniority Rights

Seniority rights are those specified by effective written agreement between the parties and shall not be deemed to exist independently of such Agreement.

SECTION M. Automatic Progression

Employees will progress to the maximum in accordance with the schedules that appear in Appendix A and Appendix B.

ARTICLE 11 - LEAVE OF ABSENCE

The Company may or may not at its discretion, grant a leave of absence without pay to any employee requesting same. Seniority will continue to accrue during such authorized leave.

During an approved leave of absence for occupational or non-occupational disability the Company will pay all premium costs of the Ontario Health Insurance Plan and Aetna Life Insurance Company for employees who are members of these plans, commencing with the first premium due after the 30th calendar day of such approved leave of absence.

On request from the local lodge, the Company may grant leave of absence without pay to officials of the local lodge or their delegates for the transaction of Union business and attending trade union conventions. The number of granted leave of absence, also the number of days granted, to be mutually agreed upon.

On request from the local lodge, the Company will grant leave of absence without pay to an employee for a period not exceeding one (1) year for full-time employment by the local lodge of the

International Association of Machinists and Aerospace Workers providing that the number of employees who at any one time shall be granted such leaves, shall be mutually agreed upon. Seniority shall continue to accrue during such leave of absence and such employee will be rehired providing work for which he is qualified shall be available.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

The normal work week shall be forty (40) hours consisting of five (5) days of eight (8) hours per day, Monday through Friday inclusive. Time worked in excess of eight (8) hours in any one shift and all work performed on Saturday, except in the case of any shift beginning in the preceding day and continuing into Saturday shall be paid at the rate of time and one-half. Time worked on Sunday, except in the case of any shift beginning in the preceding day and continuing into Sunday shall be considered as overtime and such overtime shall be paid at the rate of double time.

Exception to the above rules will be in a case where the Company and Union agree in writing to institute a special four (4) day, ten (10) hour second shift. In such case the following rules shall be applicable:

- a) The normal work week shall be forty (40) hours consisting of four (4) consecutive ten (10) hour shifts, Monday through Thursday inclusive.
- b) Time worked in excess of ten (10) hours, Monday through Thursday, and all time worked on Friday, except in the case of any shift beginning the preceding day and continuing into Friday, shall be paid at the rate of time and one-half.
- c) Time worked on Saturday and Sunday except in the case of any shift beginning in the preceding day and continuing into Saturday shall be considered as overtime and such overtime shall be paid at the rate of double time.
- d) When a scheduled holiday occurs on any day Monday through Thursday, employees assigned to this special shift will receive ten (10) hours pay for such holiday.
- e) The agreement to institute a four (4) day, ten (10) hour special second shift may be cancelled by either party upon thirty (30) days written notice.

f) When a scheduled holiday occurs on a Friday, employees working the special ten (10) hour shift will celebrate the holiday on the preceding Thursday.

Nothing in this Agreement shall be construed as a guarantee of forty (40) hours per week or eight (8) hours per day.

Employees shall be expected to cooperate when requested to work overtime. The Company will make a demonstrative good faith effort to give as much notice to employees requested to work overtime as conditions permit.

The Company may operate any department or the whole plant on a multi-shift basis.

Employees who are required to work on a regular second shift commencing between the hours of 12:00 noon and 12:00 midnight shall be entitled to a shift premium of forty cents (40¢) per hour. The shift premium will increase to forty-five cents (45¢) per hour on June 5, 1986 and will further increase to fifty cents (50¢) per hour on June 5, 1987.

These premiums are applicable only to hours worked.

When an employee is required to change from one shift to another, he shall normally be given twenty-eight (28) hours notice except in circumstances when Company requirements do not permit such notice.

For purpose of calculating pay for employees who arrive late for work, hours shall be divided into ten (10) units of six (6) minutes each.

0 to 3 minutes - no deduction
4 to 6 minutes - $\frac{1}{10}$ of one hour deduction
7 to 12 minutes - $\frac{2}{10}$ of one hour deduction
and so forth

The Union agrees that habitual lateness is a recognized reason for disciplinary action.

An employee who has left the Plant upon completion of his or her regular shift or assignment and is then instructed by the Company to report back for work shall receive a minimum of four (4) hours pay at his or her regular hourly rate or his or her actual overtime worked, whichever is greater.

An employee reporting for work on instruction of the Company but for whom no work is available, will be paid four (4) hours time at his regularly hourly rate. This provision shall not apply when

such lack of work is due to a labour dispute, fire, flood, lack of heat or other causes beyond the control of the Company.

ARTICLE 13 - VACATION

SECTION A. Eligibility for Annual Vacation

1. The vacation eligibility date of an employee (other than those noted in Section B, Paragraph 2.) is the anniversary date of his or her latest hire date.
2. Former employees who are rehired with reinstatement rights following military service or layoff will retain their previous vacation eligibility dates. Vacation eligibility dates established under previous vacation plans shall remain in effect.
3. Vacation eligibility dates will not be affected by time on approved leave of absence or time spent on other payrolls.

SECTION B. Accumulation of Annual Vacation

1. On each annual vacation eligibility date a full-time employee (including employees who are on approved leave of absence) will be eligible for annual vacation each year, dependent upon his or her Company service date nearest to his or her annual vacation eligibility date in accordance with the following schedule:

Company Service	Annual Vacation
1 through 4 yrs.	10 days (80hours)
5 through 11 years, effective June 5/85	15 days (120 hours)
5 through 10 years, effective June 5/86	15 days (120 hours)
5 through 9 years, effective June 5/87	15 days (120 hours)
12 years or more effective June 5/85	20 days (160 hours)
11 years or more effective June 5/86	20 days (160 hours)
10 years or more effective June 5/87	20 days (160 hours)

Calendar days in excess of thirty on leave of absence and all calendar days on layoff during the year prior to the employee's eligibility date are deducted from his or her vacation credits at the rate of $\frac{1}{365}$ th of his or her vacation eligibility for each such day. (Employees who return to the payroll from military service with reinstatement rights will be treated as if they had been on leave of absence.)

2. An employee who did not receive payment for unawarded vacation credits under Section B, paragraph 1, and who passed a vacation eligibility date while on layoff status will, upon return from layoff with reinstatement rights be awarded vacation credits for the number of calendar days between his or her last eligibility date prior to layoff (or hire date if he or she had not passed an eligibility date prior to layoff) and the date of layoff. For each such day he or she will be awarded $\frac{1}{365}$ th of the amount of vacation credit specified in Section B, paragraph 1, in accordance with his or her Company service on the last eligibility date prior to layoff.
3. An employee who returns to the active payroll from military service with reinstatement rights will be awarded vacation credit on the date of return as outlined in Section B, paragraph 2.
4. Part-time employees on each eligibility date will receive the proportion of annual vacation credits which their actual hours of work during the previous year bear to full-time hours. When annual vacation credits for part-time employees are awarded, the employee's account including credits carried over or transferred will be adjusted to the nearest one-tenth hour.
5. When annual vacation credits for full-time employees are awarded, the employee's account including credits carried over or transferred will be adjusted to the nearest one-tenth of an hour.

SECTION C. Use of Annual Vacation Credits

1. Subject to management approval based on Company work schedule requirements, previously awarded vacation credits may be used by the employee without limit. Management will encourage employee use of vacation for time off within the period credits are available. Use of vacation at times convenient to the employee will be arranged to the extent permitted by Company work schedule requirements.
2. All employees who are eligible for two weeks of vacation or more in the vacation year must take a minimum of two weeks of vacation. Annual Vacation credits in excess of two weeks which remain unused on any eligibility date will be paid off at the then current rate of pay.

3. Generally, vacation credits are to be used in units of eight hours; however, vacation credits may be used in amounts of two hours or more to permit a partial day absence. Also, in cases when sick leave credits are exhausted a partial day of absence for sick leave may be charged against vacation credits in any amount up to eight hours.
4. Holidays occurring while an employee is on vacation are not deducted from vacation credits.
5. Payment for vacations will be made at the employee's base rate in effect at the time vacation is taken plus, if applicable, any supplement to the base rate approved by the Company for inclusion in vacation pay.

ARTICLE 14 - SICK LEAVE

SECTION A. Establishment of Initial Eligibility for Sick Leave

1. Employees classified on a salaried payroll become eligible for sick leave upon completion of one month anniversary date of his/her hire.
2. When the continuity of employment is broken, an employee must begin with the date of re-employment to accumulate one month continuous service with the Company before being eligible for sick leave.

SECTION B. Accumulation of Sick Leave

1. On the first workday following completion of one month of continuous service, an employee will be credited with eight hours sick leave. Thereafter, he or she will accumulate eight hours sick leave for each month of service to a maximum of eighty hours during the first year of service. During the first year, time on layoff, leave of absence and time on payrolls not covered by this Agreement will be considered as continuous service for the purposes of this Section B, paragraph 1. Subject to reduction as provided in Section B, paragraph 3., eighty hours additional sick leave will be credited to his or her accumulation at the beginning of the second and each subsequent year of service.
2. In all cases involving the transfer of an employee from one payroll to another, the provisions of the Company's Administra-

- tive Procedure pertaining to sick leave, as may be revised from time to time by the Company, shall be applicable.
3. After establishment of initial eligibility for sick leave, no additional sick leave credit will be accumulated during periods on layoff, or for absence in excess of the first thirty calendar days of a leave of absence. Such absence from a salaried payroll during a service year will reduce the sick leave credit granted at the beginning of the next service year. The reduction will be in the proportion of $\frac{1}{365}$ th of eighty hours for each calendar day of absence, rounded to the nearest one-tenth hour.
 4. Eligibility dates and accumulated sick leave credits established prior to this Agreement will not be changed as a result of this Agreement.

SECTION C. Use of Sick Leave

1. Sick leave benefits are to be used only in the event of absence due to the following causes: (a) illness of employee, (b) illness or death in the immediate family (requiring the employee's presence), and (c) medical or dental appointment which can be scheduled only during the working hours.
(Effective January 1, 1978, "illness of employee" is defined to include incapacity of a female employee due to her pregnancy.)
2. Sick leave payments will be at the employee's base rate in effect at the time of his or her absence plus, if applicable, any supplement to the base rate approved by the Company for inclusion in sick leave pay.

SECTION D. Reserve Account

1. Sick leave hours credited to the employee's Reserve Account on the effective date of this Agreement will not be changed as a result of this Agreement.
2. The maximum allowable amount in a full-time employee's Reserve Account will be 760 hours effective June 5, 1985. The maximum allowable amount will increase to 800 hours, effective June 5, 1986 and will further increase to 840 hours on June, 1987. An employee who is rehired or reinstated after having been paid for his or her Reserve Account will be eligible for transfer of credits to his or her Reserve Account as if he or she were a new employee.

3. On each eligibility date of a full-time employee on the active payroll, up to forty hours of an employee's previously awarded and unused sick leave granted for his or her preceding eligibility year will be transferred to his or her Reserve Account, subject to the "maximum allowable amount". Sick leave hours are deemed to be used from sick leave hours most recently credited.

For a part-time employee on the active payroll, the amount of previously awarded and unused sick leave credits transferred to the Reserve Account on each eligibility date will be in the proportion the employee's actual total hours of work bear to full-time hours during the qualifying period.

NOTE: The "previously awarded and unused sick leave" which is to be credited to the Reserve Account is that which remains at the completion of each year of service and not that which is credited at the beginning of a new period of service. Accordingly, the employee with one year of service (having eighty hours of sick leave for that year) who has used more than forty hours of sick leave as of his or her sick leave eligibility date (anniversary of service), will have less than forty hours to be credited to his or her Reserve Account and payable on termination during the second year of service despite the fact that the total sick leave accumulation may exceed eighty hours at that time.

4. An employee off the active payroll due to leave of absence, layoff, or military service will, upon return from leave or upon reinstatement from layoff or military service with re-employment rights, have transferred to his or her Reserve Account such sick leave credits as would normally have been transferred had the employee returned to the active payroll on his or her first sick leave eligibility date following the employee's last day on the active payroll.
5. At the time an employee who has hours credited to his or her Reserve Account is terminated for any reason, payment shall be made for those hours credited to his or her Reserve Account at the employee's then current base rate.

ARTICLE 15 - WELFARE

The Company will continue to provide the same degree of Hospital and Medical Insurance coverage so long as the cost of this coverage does not increase.

Pension Plan - As a part of the Agreement, the Company will provide and maintain a Pension Plan under which the employees shall be required to contribute and for employees hired after September 1, 1978, participation in the Pension Plan shall be compulsory. The provisions are described in the Benefit Booklet.

The employee group insurance program includes life insurance, accidental death and dismemberment, disability income, supplemental health care, dental and safety and health benefits as detailed in the document entitled "Group Insurance Program" dated June 3, 1985.

ARTICLE 16 - STATUTORY HOLIDAYS

1985 HOLIDAYS	DATE OF OBSERVANCE
Dominion Day	Monday, July 1, 1985
Civic Holiday	Monday, August 5, 1985
Labour Day	Monday, September 2, 1985
Thanksgiving Day	Monday, October 14, 1985
Remembrance Day	Monday, November 11, 1985
Christmas Day	Wednesday, December 25, 1985
Boxing Day	Thursday, December 26, 1985
Christmas Holiday	Friday, December 27, 1985
Christmas Holiday	Monday, December 30, 1985
Christmas Holiday	Tuesday, December 31, 1985
New Years Day	Wednesday, January 1, 1986
Good Friday	Friday, March 28, 1986
Victoria Day	Monday, May 19, 1986

1986 HOLIDAYS	DATE OF OBSERVANCE
* Dominion Day	Monday, June 30, 1986
Civic Holiday	Monday, August 4, 1986
Labour Day	Monday, September 1, 1986
Thanksgiving Day	Monday, October 13, 1986
Christmas Day	Thursday, December 25, 1986
Boxing Day	Friday, December 26, 1986
* Christmas Holiday	Monday, December 29, 1986
Christmas Holiday	Tuesday, December 30, 1986
Christmas Holiday	Wednesday, December 31, 1986
New Years Day	Thursday, January 1, 1987
Day After New Years	Friday, January 2, 1987
Good Friday	Friday, April 17, 1987
Victoria Day	Monday, May 25, 1987
* Dominion Day – observed on Monday, June 30, 1986 in lieu of Tuesday, July 1, 1986	
* Christmas Holiday – observed on Monday, December 29, 1986 in lieu of Remembrance Day, Tuesday, November 11, 1986	

1987 HOLIDAYS	DATE OF OBSERVANCE
Dominion Day	Wednesday, July 1, 1987
Civic Holiday	Monday, August 3, 1987
Labour Day	Monday, September 7, 1987
Thanksgiving Day	Monday, October 12, 1987
Remembrance Day	Wednesday, November 11, 1987
Christmas Day	Friday, December 25, 1987
Christmas Holiday	Monday, December 28, 1987
Christmas Holiday	Tuesday, December 29, 1987
Christmas Holiday	Wednesday, December 30, 1987
Christmas Holiday	Thursday, December 31, 1987
New Years Day	Friday, January 1, 1988
Good Friday	Friday, April 1, 1988
Victoria Day	Monday, May 23, 1988

Any employee who does not work his full regular shift on the work day preceding the paid holiday and the work day immediately following the paid holiday shall not be entitled to payment for the holiday unless such failure is due to:

1. Injury incurred at work on one of the two working days preceding the holiday.
2. Certified illness of not more than two **weeks** duration, including the working day preceding or following the holiday.
3. Death in the family during the five calendar days ending on the first working day following the holiday. The word "family" should be interpreted as spouse, child, mother or father, sister or brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, or grandparents of the employee.
4. Jury Duty.
5. Lateness up to a period of one hour.

A bargaining unit employee who is required to work on any of the above referred to holidays will be paid at the rate of double time for the hours worked, in addition to the day's holiday pay.

If the holiday is observed on some day other than the declared statutory holiday, then the work done on the statutory holiday will not be subject to overtime pay but work done on the assigned holiday will be subject to overtime pay.

When two or more types of overtime or premium compensation are applicable to the same hours of work only the high rate of compensation shall be paid. In no case shall overtime or premium compensation be duplicated or pyramided.

ARTICLE 17 - JURY DUTY

When an employee is summoned to serve jury duty on a regularly scheduled working day, he shall receive his normal rate of earnings less any jury duty fees he receives. Proof of such service satisfactory to the Company must be produced before this Section shall apply.

ARTICLE 18 - MISCELLANEOUS

Nothing in this Agreement shall in any way limit the Company in the enforcement of its legal rights under Provincial or Federal Law or shall affect the Company's obligation to comply with the laws, regulations, or directives of the Provincial or Federal Governments.



In the event that any provision of this Agreement shall be held to be invalid under Provincial or Federal Law, the validity of its remaining provisions shall not be impaired.

In construing and interpreting the language of this Agreement, reference to the masculine, such as "he", "him" and "his" shall include reference to the feminine.

ARTICLE 19 - DURATION

Notwithstanding the clause entitled Agreement, this Agreement shall become effective as of the beginning of June 5, 1985, (which date is the "effective date of this Agreement" and the "date of execution" as these terms are used in the Agreement) and shall remain in full force and effect until the close of June 4, 1988 and shall be automatically renewed for consecutive periods of one year thereafter, unless either party shall notify the other in writing, at least sixty days but not more than ninety days prior to the 4th of June of any calendar year, beginning with 1988 of its desire to terminate the Agreement, in which event this Agreement shall terminate at the close of such June 4, 1988 unless renewed or extended by mutual written agreement. In the case of such notice the parties agree to meet immediately thereafter for the purpose of negotiating a new agreement or a written renewal of this Agreement

Signed this 3rd day of June at Arnprior, Ontario.

ARNPRIOR DIVISION OF BOEING OF CANADA LTD

.....
K. G. LAVER
GENERAL MANAGER

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
C.L.C.-A.F.L.-C.I.O. and LOCAL LODGE No. 1542
(OFFICE AND TECHNICAL UNIT)

.....
T. STEELE
GRAND LODGE REPRESENTATIVE

.....
J. LUNNEY
Union Negotiating Committee

.....
J. LAROCQUE
Union Negotiating Committee

.....
A. PERFITT
Chairman, Union Negotiating Committee

APPENDIX "A"

SALARY RANGE & PROGRESSION SCHEDULE

EFFECTIVE - June 5, 1985

30	L/G	Min. Range	Min. Range				Max. Range	Max. Range	Max. Range	Max. Range		
			06-05-85	6 mos	12 mos	18 mos					24 mos	30 mos
	1	14,743	15,333	15,724	16,116	16,508	16,900					
	2	15,684	16,311	16,834	17,357	17,879	18,402					
	3	16,815	17,488	18,010	18,532	19,055	19,576					
	4	18,134	18,859	19,380	19,904	20,426	20,948	21,471				
	5	19,264	20,035	20,557	21,079	21,601	22,124	22,646				
	6	20,645	21,471	21,993	22,515	23,038	23,561	24,083				
	7	21,901	22,777	23,430	24,083	24,736	25,390	26,042				
	8	23,346	24,280	24,932	25,584	26,368	26,890	27,543	28,198			
	9	24,790	25,782	26,434	27,087	27,740	28,393	29,045	29,698	30,351		
	10	26,296	27,348	28,001	28,655	29,307	29,960	30,613			31,266	

APPENDIX "B"

SALARY RANGE & PROGRESSION SCHEDULE

EFFECTIVE - June 5, 1986

M	L/G	Min.					Max.	Max.	Max.	Max.
		Range	6 mos	12 mos	18 mos	24 mos	30 mos	36 mos	42 mos	48 mos
		06-05-86								
	1	15,038	15,640	16,038	16,438	16,838	17,238			
	2	15,998	16,637	17,171	17,704	18,237	18,770			
	3	17,151	17,838	18,370	18,903	19,436	19,968			
	4	18,497	19,236	19,768	20,302	20,835	21,367	21,900		
	5	19,649	20,436	20,968	21,501	22,033	22,566	23,099		
	6	21,058	21,900	22,433	22,965	23,499	24,032	24,565		
	7	22,339	23,233	23,899	24,565	25,231	25,898	26,563		
	8	23,813	24,766	25,431	26,096	26,895	27,428	28,094	28,762	
	9	25,286	26,298	26,963	27,629	28,295	28,961	29,626	30,292	
	10	26,822	27,895	28,561	29,228	29,893	30,559	31,225	31,892	32,559

APPENDIX "C"
LUMP SUM WAGE PAYMENTS

1. Definitions

a) **Bargaining Unit Gross Earnings**

That portion of an eligible employee's total earnings while in the bargaining unit which is computed at the employee's base rate plus shift differential, as applicable, on regular and overtime hours worked, sick leave hours, vacation hours, holiday hours, call-in hours and leave with pay hours. All other payments to an employee, imputed or otherwise, including payments made pursuant to this Appendix C, are excluded from bargaining unit gross earnings for purposes of computing the lump sum payment under this Section.

b) **First Plan Year**

Fifty-two one week pay periods commencing with the pay period of June 10, 1985.

Second Plan Year

Fifty-two one week pay periods commencing with the pay period of June 9, 1986.

2. a) **First Plan Year**

For the first plan year, any employee who had bargaining unit gross earnings during the plan year is eligible to receive the payment described in 3 below, provided that, on June 5, 1986, he is in the bargaining unit and on the active payroll or approved leave of absence.

b) **Second Plan Year**

For the second plan year, any employee who had bargaining unit gross earnings during the plan year is eligible to receive the payment described in 3 below, provided that, on June 5, 1987, he is in the bargaining unit and on the active payroll or approved leave of absence.

3. Payment

Following the end of the plan year each eligible employee will be entitled to receive a payment equal to one percent of his bargaining unit gross earnings for the first plan year and four percent of his bargaining unit gross earnings for the second plan year.