



**COLLECTIVE AGREEMENT**

**Between**

**'CASCADEAEROSPACE INC.**

**and**

**National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW-Canada) Local 114**

*March 31, 2006 – March 30, 2008*

13597(01)

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## **ARTICLE 1 - RECOGNITION \***

### **1.01 Bargaining Recognition**

The Company recognizes the Union as the sole and exclusive bargaining agent for all employees as defined in Article 1.02 hereof, for the purpose of establishing rates of pay, hours of work and other conditions of employment.

### **1.02 Bargaining Unit Defined**

The term employee as used in and for the purpose of this Agreement shall include all those employees covered by the Certification issued by the Canada Industrial Relations Board and those employees included or excluded by the agreement of the Parties.

### **1.03 No Other Agreement**

No employee shall be required or permitted to make a written or oral agreement with the Company which may conflict with the terms of this Agreement.

### **1.04 New Classifications**

The Company and the Union agree that they shall meet to negotiate the rates of pay and description for any new job classification created by the Company during the life of this Agreement and which come within the scope of the bargaining unit. Meetings shall commence as early as is practicable.

### **1.05 Union Access to Facility**

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

### **1.06 Bargaining Unit Work**

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

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## **1.07 Temporary Workers**

The use by the Company of temporary workers supplied by any agency engaged in the business of supplying temporary help shall be limited to requirements created by temporary overload situations, or other requirements of a short-term nature. The Plant Chairperson shall be notified in writing of the use of such workers and the reasons therefore, if possible, prior to the date employed. The period of employment of any such workers shall be limited to one hundred and twenty (120) consecutive calendar days except with the permission of the Union. The Union's permission shall not be unreasonably withheld.

This will not be exercised in such a way as to cause the lay-off, delay the recall or the loss of regular earnings of those directly affected in the bargaining unit.

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

For the purpose of this article, contractors hired directly by the Company shall be considered temporary workers.

## **1.08 Gender References**

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

## **1.09 Co-operation**

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

## **1.10 Quarterly Meeting on Policy Items**

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

## **1.11 Corporate Reorganization**

In the event the Company changes ownership, merges with another Company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the Union recognition and/or certificate issued by the Canada Labour Relations Board then in existence will not be affected in any way except as otherwise governed or directed by the Board. The Company further agrees to enter into negotiations with the Union relative to protection of employee's seniority and other conditions of this Agreement. Failing settlement, the provisions of the Canada Labour Code will apply.

## **1.12 No Reduction**

No employee shall suffer a reduction in wages or benefits as a result of the signing of this Collective Agreement.

## **ARTICLE 2 - REPRESENTATION**

### **2.01 Bargaining Committee and Plant Chairperson**

- (a) The Union may select, and the Company shall recognize, a Bargaining Committee not to exceed seven (7) members, one of whom shall be the Plant Chairperson, to administer the affairs of the Union as they relate to plant operation. Members of this committee shall be employees of the Company.
- (b) To facilitate a proactive Labour Relations environment, the employee designated by the Union as the Plant Chairperson will be assigned to the Monday to Friday day shift on a permanent basis. Where the Plant Chairperson requires time to investigate grievances they shall notify the Manager of Maintenance, such request shall not unreasonably be withheld.

### **2.02 Names of Committee Members**

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

### **2.03 Shop Steward Recognition**

- (a) Area Shop Stewards selected by the Union and recognized by the Company shall be allowed time off during working hours to be provided for the investigation and discussion of submitted grievances. The maximum number of Stewards shall be 15. The Shop Steward(s) shall make arrangements for any such time off with his/her Supervisor; permission will not be unreasonably withheld. When the Company finds it necessary to layoff or discharge a Shop Steward, the Union shall be notified prior to such layoff or discharge.
- (b) The Company, or a person acting on its behalf, shall not discharge, suspend, transfer, lay-off or otherwise discipline an employee, or



discriminate against a person in regard to employment or a condition of employment because of that person's activity in the Union.

#### **2.04 Union/Management Meeting Times**

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

#### **2.05 New Hires Introduced to Shop Steward**

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

#### **2.06 Bulletin Boards**

The Union will have the exclusive use of three (3) bulletin boards provided by the Company, one (1) adjacent to the lunchroom, one (1) in the center of the Hangar and one (1) at the North entrance, for the purpose of posting official Union notices which may be of interest to Union members. All such material can only be posted by a Shop Steward and only upon the authority of the Bargaining Committee of the Union.

#### **2.07 Paid Education Leave**

Effective April 1, 2007 the Company agrees to pay on a monthly basis into a special fund three cents (\$.03) per hour, per employee for all hours worked for the purpose of providing paid education leave. The purpose of such leave will be to upgrade employee skills in all aspects of trade union functions. Such monies will be paid into a trust fund established by the National Union, **CAW**, and forwarded by the Company to:

**CAW** Paid Education Leave Program  
205 Placer Court, North York  
Willowdale, Ontario M2H 3H9

## **ARTICLE 3 - HEALTH AND SAFETY**

### **3.01 Employer and Employee Obligations**

The Company will take all necessary precautions to maintain safe, sanitary and healthful conditions at all work places and will, as a minimum, fulfill all of its obligations under Part II of the Canada Labour Code. Health and safety are **of** paramount importance *to* all personnel and all employees also have obligations under Part II of the Canada Labour Code, including the obligation to bring any situation which represents a hazard to the health and safety **of** the employees to the attention of the Health and Safety Committee/Representative.

### **3.02 Posting of Information**

The Company will post at a place accessible to every employee and at every place directed by a Labour Canada Health and Safety Officer:

- (a) a copy **of** Part II of the Canada Labour Code,
- (b) a statement of its general policy concerning the health and safety at work of employees, and
- (c) any other printed material related to health and safety that may be directed by a health and safety officer or that is prescribed;

and will make readily available *to* employees for examination, in printed or electronic form, a copy of the regulations made under Part II that apply to the work place.

### **3.03 Health and Safety Committee**

- (a) Health and Safety Committees will be established according to the following:
  - i) four **(4)** members appointed by the Union.
  - ii) four **(4)** members to be appointed by the Company.

The Company will post and keep posted, in a conspicuous place or places where they are likely *to* come *to* the attention of employees, the names, work place telephone numbers **and** work locations of all of the members of the base Health and Safety Committee.

Health and Safety Committee members are entitled to such time from their work as is necessary to carry out their functions and any time spent **by** them while carrying out any of those functions will, for the purposes of calculating wages owing to them, be deemed to have been spent at their work.

The co-chairs of the Health and Safety Committee must approve committee member's time spent away from their regular work duties.

- (b) The Committee shall assist in creating a safe and healthy place to work and shall recommend actions which will improve the effectiveness of health and safety program, and shall promote compliance with the Canada Labour Code and work place policies and procedures pertaining to health and safety.
- (c) The Committee shall meet a minimum of nine (9) times per year in accordance with the Canada Labour Code and shall execute all responsibilities defined under the code.
- (d) Committee members shall be compensated by the Employer at their regular rate of pay or overtime as per the Collective Agreement if applicable for time required to attend meetings or perform any of their other functions and for the purpose of preparation and travel as authorized by both chairpersons of the Committee.
- (e) The Company shall provide the Union Health and Safety Committee with a locking file cabinet and a computer, printer and internet access.

### **3.04 Right to Refuse**

It is recognized that consistent with the provisions of Part II of the Canada Labour Code, employees may refuse to use or operate a machine or thing, to work in a place or to perform an activity, if the employee while at work has reasonable cause to believe that:

- (a) the use or operation of the machine or thing constitutes a danger to the employee or to another employee, or
- (b) a condition exists in the place that constitutes a danger to the employee, or
- (c) the performance of the activity by the employee constitutes a danger to the employee or to another employee.
- (d) The employee must immediately notify their Supervisor and an employee member of the Health and Safety Committee about their concern. However, an employee may not, under this Article, refuse to use or operate a machine or thing, to work in a place or to perform an activity if:
  - i) the refusal puts the life, health or safety of another person directly in danger; or
  - ii) the danger referred to above is a normal condition of employment

### **3.05 Education and Training**

Every employee shall be instructed and trained by a qualified person in the safe and proper inspection, maintenance and use of all tools and machinery that he is required to use. The Health and Safety Committee shall be responsible for

identifying which tools and machinery require in house training by a qualified person appointed by the Employer.

Where required, all new employees shall receive WHIMIS training in compliance with the Canada Labour Code.

### **3.06 Incident and Accident Investigations**

The Committee shall participate in all inquiries, investigations, studies and inspections of incidents and accidents pertaining to the health and safety of the employees.

### **3.07 Right to Accompany Inspectors**

The Union co-chairperson or alternate shall be allowed to accompany government health and safety inspectors on an inspection tour in accordance with the inspector's directive.

### **3.08 Confined Space Entry**

- (a) The Committee shall review the work areas in the plant to determine those specific work activities they consider hazardous for confined space entry and make recommendations *if* necessary.
- (b) The Committee shall recommend confined space entry procedures including but not limited to: air sampling and ventilation, communication systems, personal surveillance arrangements, proper instructions and training, rescue procedures, and personal protective equipment.
- (c) The Company shall ensure such recommendations, if adopted, are followed.

### **3.09 Confidentiality of Health Information**

The parties to this agreement recognize the importance of confidentiality of health information and of access by employees to their own health information.

- (a) Health information about any employee must be kept confidential between the employee, the health professional and Human Resources.
- (b) The company shall not reveal any health information concerning a present or former employee to a third party, unless required by law, without the written, informed consent of the employee for each occasion upon which health information is requested.

### **3.10 Accident to be Reported to First Aid**

An employee involved in an accident at work, or who becomes ill due to conditions at work, shall report the accident to first aid.

### **3.11 Payment on Day of injury**

When an employee is injured while at work so seriously as to require immediate medical attention, the employee shall report to first aid and will be paid for **all** regular time lost by reason of such injury on the date the employee was injured up to the end of their shift. In the event that their injury is of such a serious nature that the employee is unable to report to first aid, it will be reported through their immediate Supervisor.

### **3.12 Transportation Costs**

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

### **3.13 Protective Equipment**

Employees whose work requires them to wear protective devices shall be provided with all necessary tools, equipment and protective clothing except for safety footwear. Company will contribute \$40.00 annually, upon the presentation of receipts, towards the purchase of footwear with CSA approved steel toes or approved personal moulded hearing protection.

## **ARTICLE 4 - HUMAN RIGHTS IN THE WORKPLACE**

### **4.01 No Harassment or Discrimination**

Employees will not suffer any harassment or bullying nor will they be discriminated against by the Company and/or the Union, or any of the officers or agents acting on their behalf, with respect to terms or conditions of employment on the grounds of sex, race, colour, nationality, ancestry, place of origin, language ability, family relationship, place of residence, political affiliation, sexual orientation, disability, or failure to act on a directive which is illegal or contrary to any provision of this Agreement.

The Company further commits that no employee covered by this Agreement will be unlawfully interfered with, coerced or discriminated against by the Company, its officers or agents, because of lawful activity on behalf of the Union.

**Workplace Harassment** - The Company and Union are committed to providing a harassment-free workplace. Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome, that denies individual dignity and respect on the basis or grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds as stated in the Canadian Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment or bullying may take many forms, verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos, visual materials;
- Refusal to work or converse with an employee because of their racial background, gender, etc.
- Unwanted physical conduct such as touching, patting, pinching, etc.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation;

**Harassment is not:**

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

**4.02 Filing a Complaint**

- (a) If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:
- Request a stop of the unwanted behaviour;
  - Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
  - Document the events, complete with times, dates, location, witnesses and details;
  - Report the incident to Supervisor/Union Representative.
- (b) However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their

supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union Representative/Company Representative.

- (c) Investigation: Upon receipt of the complaint, the Company Representative/Union Representative contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Director, Human Resources or designate and the Local Union President.

A formal investigation of the complaint will then begin by the Local Union President and Director, Human Resources or their designates, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

- (d) Resolution - The Local Union President and the Director, Human Resources or their designates will then complete a report on the findings of the investigation, The Local Union President and Director, Human Resources Manager will make a determination on an appropriate resolution, and ensure the resolution is fair and consistent with the intent of the Company and National CAW policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, if unresolved, the complaint will be inserted into Step 2 of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

Commission and to seek redress under the Human Rights Code.

The Company and the Union agree that changes may be made to this policy by mutual agreement.

## ARTICLE 5 - DISCIPLINE

### **5.01 Just Cause**

The Company agrees that an employee bound by this Agreement may only be disciplined for just and reasonable cause.

## **5.02** Reasons for Discipline to be Written

The Company shall set out its written reasons for any discipline, suspension or discharge of an employee.

## **5.03** Written Warnings

Written warning notices given to Employees must bear the signature of their immediate supervisor. A copy of any such notice will be given to the Plant Chairperson, after it has been issued.

## **5.04** Access to Personnel File

The Company agrees that an employee shall have access to his/her personnel files during normal work hours in the presence of Human Resources personnel and shall have access to the grievance and arbitration provisions of this Agreement to dispute any entries on his/her file. Copies of all entries into the personnel file will be given to the employee at the time of filing.

## **5.05** Signing not Agreement

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

## **5.06** Removal of Discipline From Employee Files

Where an employee receives a verbal or written warning, reference to such warnings will be removed from the employee's file after twelve (12) months providing the employee has not received any further written warnings or suspensions during the twelve (12) month period.

# **ARTICLE 6 - GRIEVANCE PROCEDURE**

## **6.01** Grievance Procedure

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

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

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



### **STEP 1 :**

If the oral decision of the Supervisor is unsatisfactory to the employee, the grievance shall be presented in writing by the Shop Steward, with the employee, to the employee's Supervisor on a form furnished by the Union with a copy sent to the Director of Human Resources. The grievance as written will be specific as to the nature of the alleged injustice or violation and enumerate the articles allegedly violated. The Supervisor shall give their answer in writing to the Shop Steward involved or a member of the Bargaining Committee within seven (7) days following receipt of the grievance

### **STEP 2**

If the written decision of the Supervisor is unsatisfactory to the employee, the grievance shall be referred to the Manager, who shall give their answer in writing to the Shop Steward involved or a member of the Bargaining Committee within seven (7) days after receipt of a grievance.

### **STEP 3:**

If the decision of the Manager is unsatisfactory to the employee, the grievance shall be referred to the Director, Human Resources, or their delegate, who shall meet with a member of the Bargaining Committee within seven (7) days and render a decision in writing within seven (7) working days of the meeting, Should the time limits be too short to enable the Director, Human Resources to deal effectively with a grievance, the time limits may be extended by mutual agreement between the Plant Chairperson and the Director, Human Resources. All settlements of grievances arrived at by agreement between the Director, Human Resources, and the Bargaining Committee shall be final and binding upon the Company, its employees and the Union. If the Director, Human Resources, and the Bargaining Committee cannot agree upon the settlement of an arbitrable grievance, the matter may be referred to Arbitration in accordance with Article 7 of this Agreement.

## **6.02 Time Limits**

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

## **6.03 Time Limit to File**

The Company will be under no obligation to consider or process any grievance which has not been presented within fifteen (15) days after the cause of the

grievance became known to the employee. This time limit may be extended by mutual agreement in writing.

#### **6.04 Union or Group Grievance**

When the grievance has a general application and/or will affect more than one employee, the Chairperson of the Union Bargaining Committee may submit a written grievance to the Human Resources Department. Such grievance will state the type of grievance, the Article(s) allegedly violated and a short outline of the facts giving rise to the grievance.

A management representative from the Human Resources Department and the Union Bargaining Committee Chairperson will meet within seven (7) days of the receipt of the written grievance. The management representative will attempt to adjust the grievance without delay, but will give a written answer to the Union Bargaining Committee Chairperson within fifteen (15) days of the hearing and this answer will be considered the Company's Step 2 response. If the grievance is not resolved at this step, it may be advanced to arbitration by the Union, or any other procedure provided for in the Canada Labour Code. The process of Mediation/Arbitration will be used if both parties agree.

#### **6.05 Company Grievance**

The Company will also have the right to submit a grievance to the Union. Such grievance will be submitted in writing by the Director, Human Resources to the Union Bargaining Committee Chairperson and will state the type of grievance, the Article(s) allegedly violated and a short outline of the facts giving rise to the grievance. The Director and the Union Bargaining Committee Chairperson will meet within ten (10) days of the receipt of the written grievance. The Bargaining Committee Chairperson will attempt to adjust the grievance without delay, but will give a written answer to the Director within fifteen (15) days of the hearing. If the grievance is not resolved at this step, it may be advanced to arbitration by the Company, or any other procedure provided for in the Canada Labour Code. The process of Mediation/Arbitration will be used if both parties agree.

### **ARTICLE 7 - ARBITRATION**

#### **7.01 Referral to Arbitrator**

Should the Company and the Bargaining Committee fail to reach agreement on any grievance concerning an alleged violation of the Agreement, or concerning a difference between the parties concerning the meaning or application of the Agreement, or concerning disciplinary action taken against an employee, the matter shall forthwith be referred to Arbitration for final settlement. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

## 7.02 Choosing an Arbitrator

### 1) Single Arbitrator Selection

The Parties agree that a Single Arbitrator shall be used as provided for in the Canada Labour Code. The Company and the Union shall make every effort to agree on the selection of an Arbitrator within ten (10) working days after the Party requesting Arbitration has delivered written notice to the other Party.

### 2) Failure to Agree

In the event that the Parties fail to agree on the choice of an Arbitrator, they shall forthwith request the Federal Minister of Labour to appoint an Arbitrator.

## 7.03 Costs

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

## 7.04 Decision Final

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

## 7.05 Authority of Arbitrator

If the Arbitrator finds that the grievor was improperly dismissed, suspended, or laid off, the grievor shall, if they so rule be reinstated.

## ARTICLE 8 - MANAGERMENTS RIGHTS

### 8.01 Management Rights

The Union recognizes that the Company has the sole and exclusive right to manage the affairs of the business and to direct the working forces of the Company, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order and efficiency;
- (b) Hire, direct, classify, transfer, lay-off, and recall employees;
- (c) Discharge, suspend or otherwise discipline employees, provided that such discharge, suspension or discipline is for just and reasonable cause;

- (d) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees;
- (e) Determine the nature and kind of business conducted by the Company, the kinds and locations of equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the schedules of work, number of personnel to be employed, the extension, limitation, curtailment or cessation of operations, and to determine all other functions and prerogatives hereinbefore vested in and exercised by the Company which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.

#### **8.02 Consistent with Collective Agreement**

The Company agrees that such rights and powers will be exercised in a manner consistent with the terms of this Collective Agreement. Any allegation that the exercising of these rights and powers are in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

### **ARTICLE 9 - SENIORITY**

#### **9.01 Probationary Period**

New employees shall be considered probationary during their first six (6) months worked with the Company. During this period the employee shall have no seniority privileges. By mutual agreement of the parties this period may be extended.

A formal written performance review to assess and document a probationary employee's performance on a performance review form shall be completed within the first three months of the probation period.

#### **9.02 Seniority**

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

In the event two (2) or more employees are employed by the Company on the same date, their position on the seniority list shall be determined by drawing names by lot. (The first name drawn would become the most senior of those employed the same day).

#### **9.03 Employment Security and Promotional Opportunity**

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

#### 9.04 Layoff and Recall

- (a) When a layoff is necessary, employees shall be laid off from the job family affected, in accordance with their company-wide seniority, unless their qualifications (i.e. endorsements) are essential to a special project being undertaken by the company.
- (b) In the event a junior employee is required to be retained because their qualifications are essential to the special project mentioned in (a) above, the Company agrees to take all reasonable measures to minimize the need to retain the junior employee, and to train senior employees as soon as practical to eliminate the need to retain the junior employee.
- (c) Where the number of crews has been reduced due to a reduction in the work force, the junior Crew Leader(s) will be re-assigned to their former position(s) at the rate of pay they would have been entitled to had they not been a Crew Leader.

Where the reduction in the number of crews has continued for a period in excess of six (6) months, one Senior Engineer per crew may be reduced by seniority to the Engineer II top rate of pay.

- (d) An employee to be laid off from their **job** family shall have the right to displace a junior employee in another job family provided the employee has worked in the job family previously and provided the employee has the ability to perform the work at the same level as the displaced employee. The employee will be **paid at the same rate as the displaced employee**.
- (e) In the event of a lay-off which is not the result of circumstances unforeseen by the employer, the Bargaining Committee and the employees affected shall be given seven (7) days notice.

#### 9.05 Accrual of Seniority During Layoff

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

#### 9.06 Recall

When work again becomes available in a **job** family, the laid-off and displaced employees shall be recalled in accordance with their bargaining unit seniority provided the employee is able to do the work available and has not lost seniority in accordance with Article 9.09 below.

If an employee previously held the position to which they are being recalled, the wage level will be set at their previous wage level achieved in that job family.

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

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

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

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

#### **9.07 Recall Notice**

Employees to be recalled shall be provided notice as follows.

- a) Employees to be recalled from lay off outside the plant, shall be sent notice of recall by registered mail or courier at their last known address on Company files. They shall have seven (7) calendar days from the date of receipt or fourteen (14) calendar days from date of mailing, whichever occurs sooner, of notice of recall to return to work or to notify the company of their intention to return to work at a mutually agreeable date.
- b) Employees to be recalled from displacement inside the plant will be notified in writing, and will be given two (2) working days from the date of receipt, to accept or reject, in writing, the opportunity to return to the classification. If rejected, future opportunities in the rejected classification will not be offered to the employee.

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

#### **9.08 Employee Unable to Perform Work Due to Medical Disability**

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

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

#### **9.09 Loss of Seniority**

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

- (a) Voluntary quitting of employment with the Company.
- (b) Discharge, unless reinstated through the grievance procedure.
- (c) Retirement from the Company's service.
- (d) Failure of an employee on lay off to return to work, or to notify the Company within seven (7) calendar days from the date of receipt or fourteen (14) calendar days from date of mailing, whichever occurs sooner, of the notice of recall, of their intention to return to work, at a mutually agreeable date.
- (e) Failure of an employee on lay off to notify the Company within seven (7) calendar days from the date of receipt or fourteen (14) calendar days from date of mailing, whichever occurs sooner, of notice of recall, whether the employee will accept a job in another classification at a wage level lower than that held prior to lay off. Where the employee does not accept, but does notify the Company, their recall rights will not be affected. If the employee accepts, they will return to work at a mutually agreeable date.

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

- (f) Employees who have completed their probation prior to lay-off shall have two (2) years recall rights, Laid off employees are responsible to ensure the Company is advised of any skills, knowledge or ability they have acquired while on lay off.
- (g) If an employee is out of the bargaining unit in excess of the period of time as outlined in Article 9.13.

## 9.10 Layoff Lists

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

## 9.11 Seniority Lists

The Company agrees to provide the Plant Chairperson with a copy of the Seniority List pertaining to all employees within the bargaining unit twice per year. The information on the Seniority List shall include employee's name, employee number, classification and date of hire. Should any names on the Seniority List be in dispute the Company and the Union shall meet promptly to settle the matter at issue.

### **9.12 No Loss of Seniority Due to Sickness or Injury**

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

### **9.13 Transfers Outside the Bargaining Unit and Seniority**

An employee who has been transferred to a position outside the bargaining unit shall accrue seniority for a period of six (6) months from the time of their transfer out, this period of time may be extended a further six (6) months by the mutual agreement of the parties.

The employee may transfer back to the bargaining unit at their previous classification during this period and maintain said seniority, provided that there are no employees, with greater seniority who possess the required skill and ability, on the lay-off/displacement list.

### **9.14 Reduced Work Week**

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

### **9.15 Group Termination**

In the event of group termination as defined in the Canada Labour Code, the Company agrees to comply with the Group Termination of Employment provisions of the Canada Labour Code (Regulations **211** through **229** of Division **1X**).

## **ARTICLE 10 - LEAVE OF ABSENCE**

### **10.01 Leave for Union Conventions/Conferences**

Any employee selected or elected by the Union as a Delegate to a Convention or Conference of the Union, shall be granted an unpaid leave of absence for the length of time necessary to fulfil such obligation subject to the operational needs of the Company. The Union will provide the Company with thirty (30) days notice in writing of the request under this section.

### **10.02 Leave for Union Business**

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



consecutive months. The Union agrees to provide the Company with thirty (30) days notice of such an appointment.

- (b) One (1) employee selected by the Union for the transaction of official Union business away from the Company's premises, shall be granted leave of absence without pay, subject to the operational needs of the Company, for not more than seven (7) days. The Union will provide the Company with seven (7) days notice of such leave.

### **10.03 Leaves of Absence for Personal Reasons**

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

### **10.04 Failure to Return from a Leave of Absence**

An employee who fails to return to work upon the expiration of any leave of absence may be considered to have terminated their service, unless the delay was unavoidable and the Company is notified in advance. The Bargaining Committee shall be notified of any proposed action.

### **10.05 Working During a Leave of Absence**

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

### **10.06 Leave of Absence for Educational Purposes**

Upon the request of an employee, and with the provision of no less than thirty (30) days notice, a leave of absence without pay may be granted for educational purposes to attend full-time at a recognized post secondary institution. Where the employee has enrolled in a two (2) or three (3) year program such leave of absence may be extended by one year at a time upon successful completion of each year courses, subject to the operational needs of the Company.

### **10.07 No Loss of Seniority While on Personal or Educational Leave of Absence**

No employee shall lose seniority rights during personal leave of absence not exceeding twelve (12) months, and shall continue to accumulate seniority during such periods. An employee on leave of absence for longer than twelve (12) months shall maintain the seniority held at the time the limit of accumulation is reached, but shall not continue to accumulate further seniority until the employee returns to work.

### 10.08 Company Response to Leave Requests

The Company will give prompt attention to any formal request from an employee for Leave of Absence for personal reasons. Requests for personal Leave of Absence will be made in writing to an employee's immediate Supervisor.

### 10.09 Maternity and Parental Leave

The Company shall grant unpaid maternity and or parental leave of absence in accordance with the Canada Labour Code.

## **ARTICLE 11 - HOURS OF WORK AND OVERTIME**

### 11.01 Work Day

The work day for employees will be determined by the hours of work schedule outlined in Article 11.02(a).

### 11.02 Work Week and Schedules

- (a) The working week will average forty (40) hours which will be accomplished by various work schedules, as follows:

#### **Work Schedule**

<b>Schedule</b>	<b>Hours Paid</b>	<b>Hours Worked/ Hours on Shift</b>
<b>5 days on 2 days off (Monday to Friday)</b>	<b>a</b>	<b>8/8.5</b>
<b>4 days on/3 days off 3 days on/4 days off</b>	<b>11.4</b>	<b>11.4/12</b>
<b>4 days on 3 days off</b>	<b>10</b>	<b>10.0/10.5</b>
<b>4 days on 4 days off</b>	<b>11.4</b>	<b>11.4/12</b>

N  
breaks.

- (b) Where it is mutually agreed between the Company and Bargaining Committee that the work schedules as provided for under Article 11.02(a) are not practical or desirable, the schedule may be varied. Any such variation will be detailed in a letter and can be cancelled by the Company or the Union at any time.

### 11.03 Start Times

The following start times for each shift as defined in Article 11.02 (a) may be varied by up to an hour upon proper notification in accordance with Article 11.07:

- |      |  |                |
|------|--|----------------|
| i)   | 8 Hour day shift   | 7:00am         |
| ii)  | 8 Hour afternoon shift   | 3:15pm         |
| iii) | 11.4 Hour night shift  | 7:30pm         |
| iv)  | 10 Hour day shift  | 7:00am         |
| v)   | 10 Hour afternoon shift  | 4:15pm         |
| vi)  | 11.4 Hour weekend day shift<br>(4days on/3 days off, 3 days on/4 days off)       | 7:00am         |
| vii) | 11.4 Hour weekend afternoon shift<br>(4days on/3 days off, 3 days on/4 days off) | 12:00pm (noon) |

The parties may change the above start times by mutual agreement.

**Note:** The current schedules worked by the YVR Line staff and the Painters working night shift will continue as per current practice. Any future changes will be in accordance with Article 11.04.

### 11.04 Shift Schedules - will be developed in **accordance** with the following:

- (a) The Company will determine the staff requirements for each shift and will review those requirements and the proposed schedule with the Bargaining Committee.
- (b) Discussions relative to shift schedules will commence no later than thirty (30) calendar days prior to any change being implemented unless there is mutual agreement between the Company and the Bargaining Committee.
- (c) Shift schedules will be posted at least fourteen (14) calendar days, or shorter period by mutual agreement between the Company and the Bargaining Committee, prior to implementation and will continue in effect until a change is requested by the Company or the Bargaining Committee in which case the procedures described in Articles 11.04(a) and 11.04(b) will be followed.
- (d) Adjustments to an individual employees schedule resulting from a shift change will be handled through a transition period designed to ensure there is a minimal **loss** or gain in hours. Such adjustments will be made only following consultation with the Bargaining Committee.

### 11.05 Shift Assignments

In the event the Company needs to assign an employee temporarily to another shift, volunteers will be invited. The senior qualified volunteer in the **job** family and classification will be assigned. If there are no qualified volunteers the junior qualified employee in the job family and classification will be assigned provided the notice requirements in 11.07 are followed.

## 11.06 Shift Postings

The Company follows the principle that its employees should be able to take advantage of opportunities that arise for transfer to another shift if there is a permanent vacancy. Accordingly, when vacancies occur on any shift, applications will be invited by notices posted for five (5) days. The senior qualified employee in the job family and classification required to fill the vacancy will be the successful candidate for the shift vacancy. The Monday to Friday day and afternoon shifts will be considered as one shift for the purpose of shift postings.

## 11.07 Shift and Shift Schedule Changes

- (a) Temporary changes of shift shall require a minimum of forty-eight (48) hour notice in writing prior to the commencement of their new assigned shift, except with the agreement of the employee concerned. Temporary is defined as not to exceed a month.
- (b) Permanent change of shift shall require a minimum of two (2) weeks notice in writing prior to the commencement of their new assigned shift, except with the agreement of the employee concerned. Permanent is defined as exceeding one (1) month.

## 11.08 Meal Periods

- (a) Meal periods will be of thirty (30) minutes duration to be taken away from the job during the hours on shift in Article 11.02 except twelve (12) hour shifts where the meal period shall be thirty-six (36) minutes.
- (b) One (1) meal period will be scheduled in each shift within one and one-half (1.5) hours on either side of the midpoint of each shift unless otherwise arranged according to the wishes of the majority of the employees involved.
- (c) It is recognized that occasionally due to production requirements; the employee will be unable to take the meal period at the scheduled time. In such cases the meal period will be taken at a time available during the period provided for in Article 11.08(b). If this is not possible, the employee may elect to take the meal period at some other time during the balance of the shift or forego the meal period and claim an overtime credit in lieu thereof.
- (d) An employee who works more than two (2) hours overtime prior to or after their shift will be provided with an additional meal period and will receive the meal allowance of \$15.00 or a meal provided by the Company. An additional meal period and allowance will be granted for each additional four (4) hours worked. Such meal periods will be paid.

## 11.09 Rest Periods

- (a) Rest periods will be paid and will be of fifteen (15) minutes duration to be taken on Company time away from the job.
- (b) For shifts of less than ten (10) hours, ~~two~~ (2) rest periods will be scheduled in each shift, A rest period will be scheduled in each half of that shift but not in conjunction with the meal period or the start or termination of a shift and it will be scheduled in such a manner as to provide the benefits for which it is intended.

Shifts of (10) hours or more in duration shall have a third rest period.

- (c) In the event that an employee is unable to take a rest period at the scheduled time, due to the requirements of the service, the rest period will be taken at a time available during the hour following the originally scheduled commencement. If this is not possible, the employee may elect to have the rest period rescheduled at some other time during the balance of the shift or forego the rest period and claim an overtime credit in lieu thereof.
- (d) When an employee will be working overtime two (2) hours continuous with their regular shift the employee will be entitled to a fifteen (15) minute rest period with pay, to be taken at the end of the regular shift. An employee working overtime in excess of four (4) hours continuous with their regular shift shall be entitled to a fifteen (15) minute rest period for each additional four (4) hour period of overtime.
- (e) An employee who is unable to take any rest period granted in accordance with this Article will be credited in the amount of the rest period at the applicable overtime rate.

## 11.10 Overtime Hours Continuous With a Shift

Overtime hours continuous with a shift shall be calculated as applying to the shift with which they are continuous. However, in the event of such overtime hours occurring on a calendar day that is a general holiday under terms of Article 12 of this Agreement, the overtime shall be paid as overtime worked on the general holiday.

## 11.11 Overtime On Regular Work Day

All time worked in excess of a regular shift in a regular work day shall be paid at the rate of time and one half for the first two (2) hours worked and double time thereafter.

## 11.12 Payment for Work on First Assigned Day Off

All time worked on an employee's first (1st) assigned day off regardless of the hours worked in the week, shall be paid at the rate of time and one half for the

first eight (8) hours and double time thereafter. An employee called-in with less than eight (8) hours notice shall be entitled to meal allowance of fifteen dollars \$15 or a meal provided by the Company.

### **11.13 Payment for Work on Second Assigned Day Off**

All time worked in excess of the first assigned day off, shall be paid for at the rate of double time. An employee called-in with less than eight (8) hours notice shall be entitled to a meal allowance of fifteen dollars \$15 or a meal provided by the Company.

### **11.14 Overtime**

Overtime shall be voluntary. However, it is agreed that employees shall cooperate. The Company will first seek qualified volunteers. In the event there are an insufficient number of qualified volunteers, the Union agrees to meet with the Company and decide how to assign junior qualified employees.

The Company agrees that overtime assigned will not be excessive. In the event the Union asserts that overtime is excessive the Company agrees to meet with the Bargaining Committee to determine remedies to be implemented. The Company agrees to make every effort to reduce the amount of overtime worked including but not limited to increasing staffing levels.

### **11.15 Overtime on A General Holiday**

Any employee working overtime on a general holiday shall in addition to their holiday pay, be paid at the rate of time and one half for the first eight (8) hours worked and double time for all hours thereafter.

### **11.16 Four Hour Minimum**

An employee who, after having left the plant upon completion of their last regular shift or assignment, returns to work not continuous with their next shift, shall be paid a minimum of four (4) hours pay at the appropriate overtime rate. Where the employee is required to return to work in relation to correcting paper work that the employee had previously carried out or failed to complete as required, they shall only be paid for time worked at the appropriate overtime rate.

### **11.17 No Work Available**

An employee reporting for their scheduled shift but for whom no work is available shall be paid four (4) hours time at their regular rate. Where the cancellation of a shift or portion of a shift is beyond the control of the Company, the employee will receive a minimum of two (2) hours pay.

### 11.18 Overtime Banking

- (a) Employees may elect to bank overtime in accordance with (b) below. Employees shall not be entitled to accumulate more than two-hundred and forty (240) hours in their overtime bank.
- (b) The banked hours will be recorded as a dollar amount equivalent to ~~the~~ wage rate in effect at the time the banked time was earned. The number of hours in the bank at any given time is equal to the dollar amount in the bank divided by the current hourly rate of the employee.
- (c) Banked time may be used in accordance with Letter of Understanding #5 to avoid short-term lay-offs.
- (d) Subject to (c) and (e) in this Article, time off shall be taken in increments of one quarter (1/4) hours and shall be scheduled by mutual agreement between the Company and the employee when operational requirements permit.
- (e) Banked time off requests are subject to staffing requirements determined by the Company to ensure the necessary quantity and quality of production can be maintained. Banked time off requests shall not be unreasonably denied.
- (f) An employee, upon five (5) days' notification to the Company, may opt to cash out banked overtime. Such payment will only be paid on a regular pay day. There shall be a maximum of six (6) pay-outs per year.

### 11.19 Rest Between Shifts

The Company agrees that an employee shall be entitled to ten (10) hours rest between shifts. In the event that the employee is requested, and agrees, to return to work within the ten (10) hour period the employee shall be paid the overtime rate they were receiving at the conclusion of their previous shift for those hours which fall within the ten (10) hour rest period.

Employees reporting to work for their next shift after a ten (10) hour break shall be paid for the time not worked as a result of ~~the~~ ten (10) hour rest period.

## **ARTICLE 12 - GENERAL HOLIDAYS**

### 12.01 Eligibility for Payment for General Holidays

All employees who have earned wages for part or all of each day of at least fifteen (15) days of the thirty (30) calendar days prior to a general holiday shall receive payment for the holiday. For work schedules other than five (5) on and two (2) off, employees must have worked seventy-five (75%) of their scheduled shifts in the 30 calendar days prior to the holiday.

## 12.02 Must Work Full Shift Prior to and After

To be eligible for payment of the general holidays enumerated above, an employee who has qualified under Article 12.01 must have worked the full shift on the working day prior to and following the day of the holiday in order to receive holiday pay. Should any such employee fail to work either of those full shifts, the employee shall nevertheless receive payment for the holiday if their failure to work is the result of:

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

## 12.03 General Holidays

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

### Holiday

New Years Day

Victoria Day

BC Day

Thanksgiving Day

Christmas Day

Good Friday

Canada Day

Labour Day

Remembrance Day

Boxing Day

## 12.04 General Holidays Falling on a Saturday or Sunday (Monday to Friday Shift)

When any holiday, except Remembrance Day, falls on a Saturday or Sunday, and its observance is not changed by Provincial Government Proclamation, the Company may, at its option, declare that either the preceding Friday or the following Monday shall be observed as the holiday, for all or part of the plant. In this event an employee shall be entitled to holiday pay for whatever day is declared as the holiday for that part of the plant in which they are employed.

## 12.05 Rates of Pay

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

## 12.06 Payment based on Number of Hours Normally Scheduled to Work

Payment for general holidays shall be on the basis of the number of hours an employee is normally scheduled to work with payment at the regular hourly rate for each employee.



## 12.07 General Holidays Falling While on Vacation

Where a General Holiday falls within an employee's vacation, such vacation period may be extended by one working day at the discretion of the employee. This right may be denied if a Work Crew is left without a Senior Crew Leader, Crew Leader or Senior Engineer on shift.

An employee must indicate their intention to exercise this right at the time of bidding their vacation.

## 12.08 Statutory Holiday for Employee on Schedule Other Than Monday to Friday

An employee working a shift schedule other than Monday to Friday shall be paid the applicable overtime rates for all work performed on the statutory holiday. An employee who is not scheduled to work the statutory holiday shall have the option to take the next work day off as the statutory holiday or take another day off as a statutory holiday at a time mutually agreed to with the Company. Employees must inform their supervisor of their decision one week prior to the occurrence of the statutory holiday.

Employees required to work on the day declared as the holiday shall be paid time and one half for the hours worked plus holiday pay for the day, or time and one-half plus a day off with pay in lieu of the holiday, with the agreement of the employee.

## **ARTICLE 13 - VACATIONS**

### 13.01 Vacation Entitlement

Vacation for employees is accrued on an employee's anniversary date and is determined by length of continuous service as follows:

Years of Service	Entitlement Time Off	Percent
1 <sup>st</sup> and 2 <sup>nd</sup>	2 Weeks	4%
3 <sup>rd</sup> to 7 <sup>th</sup>	3 Weeks	6%
8 <sup>th</sup> to 14 <sup>th</sup>	4 Weeks	8%
15 <sup>th</sup> year and over	5 Weeks	10%

- (a) Less than one (1) year of service **shall** be entitled to two weeks of unpaid time off.
- (b) For the purpose of this Article, "service" shall mean:
1. Unbroken service from the latest date of commencement of employment with the Company, or
  2. The total of periods of service broken only by periods of layoff during which seniority was not **lost**.

- (c) For the first 17 weeks, time lost by an employee, during a vacation year, for which the employee received Workers Compensation Benefits or Weekly Indemnity Benefits paid under this Agreement, shall be considered as worked time for the purpose of calculating their vacation pay.
- (d) Employees will receive their vacation pay at the time vacation is taken. Employees will be required to take their outstanding vacation entitlement in accordance with Article 13.07 (Vacation Carry-Over).

### **13.02 Time Off**

Annual vacation is to be taken in time off each year only after it has been earned. Vacation earned in one year must be taken in the following year. Employees in their first year of employment may make application to their Supervisor to take unpaid time off for a maximum of two weeks. In the second and subsequent years, employees may only take vacation that has already been earned unless they have the approval of their Manager.

- (a) Vacation time may not be carried over to the next year unless approved by management.
- (b) Vacation may not be taken in periods of less than one day. Vacation is normally taken in one week increments for scheduling purposes and may be taken to cover time off due to a gap in the maintenance schedule.
- (c) For temporary employees, vacation pay is paid out at the end of the temporary assignment at a rate of 4%.
- (d) If a temporary employee becomes a permanent employee their employment thus far will be considered in determining their entitlement to paid vacation leave provided there is no break in service. If a casual employee becomes a permanent employee they will become entitled to paid vacation leave after one year of continuous service as a permanent employee.

### **13.03 Vacation Scheduling**

- (a) The Company shall provide a vacation planner by January 7<sup>th</sup> of each year to be completed by February 15<sup>th</sup> for the next twelve (12) month period. Vacations will be scheduled by seniority, within each crew. The Company may limit the maximum number of employees to be absent from a crew to one (1) person at a time.
- (b) All vacations will be confirmed before March 1<sup>st</sup>.
- (c) In the first round of vacation selection, employees shall be permitted to select a maximum of two (2) weeks of vacation during prime time. Employees who are entitled to four (4) weeks or more of annual vacation

may select a maximum of three (3) weeks of vacation in prime time in the first round.

During subsequent rounds, employees may choose additional one (1) week blocks within prime time with no more than four (4) consecutive weeks selected.

Prime time shall be Spring Break break according to the public school calendar, and between June 15th and Labour Day each year.

No employee shall be allowed to select more than four (4) consecutive weeks of holiday without the approval of their Department Manager. Such approval shall not be unreasonably withheld.

- (d) Once all vacation has been selected, employees with sufficient hours in their overtime bank may select an additional one (1) week in accordance with (a) above.
- (e) After March 1<sup>st</sup>, confirmed vacation dates cannot be changed without mutual consent in writing between the employee and Company.

#### **13.04 Vacation Pay For terminated Employees**

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

#### **13.05 Vacation Adjustment**

In January of each year, employees will be paid a lump sum payment equal to the difference between their vacation entitlement percentage and the actual vacation paid. This adjustment results from any difference between vacation hours/weeks which are paid at the hourly rate vs. vacation amount accrued on gross earnings. If the percentage of gross earnings is greater than the value of vacation hours/weeks entitlement, the difference is paid as a lump sum payment called "Vacation Adjustment".

#### **13.06 Vacation Carry-Over**

When approved by the Company, an employee shall have the right to carry-over a maximum of two (2) weeks vacation to the next year.

## **ARTICLE 14 - PAYMENT OF WAGES**

### **14.01 Wage Rates**

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

### **14.02 Pay Period**

Each pay period shall be two (2) weeks, starting 12:00 am Monday morning and ending 12 midnight Sunday.

### **14.03 Direct Deposit on Pay Day**

Employees will be paid every second week in accordance with the current practice.

### **14.04 Deductions**

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

## **ARTICLE 15 - UNION SECURITY**

### **15.01 Union Membership and Dues Remittance and Reporting**

All employees covered by this Agreement, as a condition of employment shall become and maintain membership in good standing in the union and shall have an amount equivalent to Union dues deducted from their earnings for the duration of this Agreement.

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

### **15.02 Dues Deducted Bi-Weekly**

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

### **15.03 Dues Deductions**

The amount to be deducted shall be such sum as may **from** time to time be assessed by the Union according to its Constitution as Union dues, and include initiation fees, or special assessments. The Company will act on information received in writing from two (2) signing officers of the Union to changes in the monthly dues made from time to time in accordance with the Constitution of the Union.

**15.04 Company to Supply Names, Addresses and Wage Rates**

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

**15.05 Union Indemnification**

The Union agrees to indemnify the Company and hold it harmless against any and all claims which may arise as a result of the Company complying with any of the provisions outlined above.

**ARTICLE 16 - HEALTH AND WELFARE BENEFITS**

**16.01 Group Benefits and Health and Welfare Plan**

a) The following benefits shall be made available to permanent full-time employees:

Benefit	Qualification	Premium
MSP - BC Medical Services Plan	1 <sup>st</sup> of the month following 30 days of employment	100% Employee Paid Effective April 1, 2007 50/50 Cost Sharing
Life Insurance	Immediate upon hire.	100% Employee Paid
AD&D Insurance	Immediate upon hire	100% Employer Paid
Extended Health Benefits	1 <sup>st</sup> of the month following 90 days of employment	100% Employer Paid
Dental	1 <sup>st</sup> of the month following 90 days of employment	100% Employer Paid
Short Term Disability	1 <sup>st</sup> of the month following 90 days of employment	100% Employee Paid
Long Term Disability	1 <sup>st</sup> of the month following 90 days of employment	100% Employee Paid

i) Permanent part-time employees working more than twenty (20) hours per week may participate in the above benefits. Where the employer pays premiums related to the benefits, they shall pay a prorated amount based on the hours worked by the part-time employee.

As an example, where the employee works thirty (30) hours per week, the employer would have to pay 75% (30/40) of the applicable benefit premiums.

ii) Permanent part-time employees working twenty (20) hours per week or less are only eligible for the Life Insurance and AD&D Coverage.

b) Any dispute over payment of benefits under the benefit plans described above shall be resolved between the employee and the insurer concerned. While the

employer will use its best efforts to assist in the settlement of any such dispute the administration of the benefit plans are not part of the Collective Agreement and are not themselves subject to the grievance or arbitration provisions of this agreement.

### **16.02 Employees to Advise Company of Change of Address and Dependent Status**

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

### **16.03 Sick Leave**

Permanent employees shall be entitled to sick leave as follows:

- (a) 8 hours sick leave wage replacement is credited at the end of every second month (February, April, June, August, October, December) worked beginning with the month which first follows the third month of employment.
- (b) Part time employees who work more than twenty (20) hours per week are credited with pro-rated sick leave hours based on standard hours of work.
- (c) Sick leave hours with pay, are granted and deducted from the employee's accumulated credit of sick days (i.e. the sick bank).
- (d) Sick leave can accumulate to a maximum of 96 hours credit.
- (e) Paid sick leave cannot be taken before it is earned.

Sick leave is available if absent from work due to illness (other than injury or illness covered by Workers' Compensation or Weekly Indemnity benefits).

Sick Leave is not intended to be used for medical or dental appointments; banked time can be used for such appointments.

Employees who use no sick leave during the calendar year will receive two (2) banked days off to be booked at a time mutually agreeable to the employee and Company.

Sick leave will not be paid until an employee has filled out and had a Daily Exception Sheet approved by his or her supervisor.

## **ARTICLE 17 - CREW LEADERS**

### **17.01 Crew Leaders**

Employees covered by this Agreement may be appointed to Crew Leader positions without removing them from the scope of this Agreement.

### **17.02 Crew Leader Duties**

Such employees shall, during the period of their appointment, be designated as Crew Leaders. They will perform such duties as they may be assigned by the

Supervisor, and in addition may continue to perform other non-supervisory duties.

Crew Leaders are not expected to administer discipline to other members of the bargaining unit. They are however, expected, through their direction, to minimize errors or omissions by those working under their control and where problems do arise to act promptly in the prevention of further difficulties by counselling to the employee or employees and to promptly report, with full details, job incidents or accidents to the Supervisor.

## **ARTICLE 18 - BEREAVEMENT PAY**

### **18.01 Bereavement Leave**

When bereavement occurs in the immediate family of an employee, the employee shall be allowed up to three (3) working days off with pay at their regular rates for the purpose of arranging for and attending the funeral. **One (1)** additional day with pay shall be paid for out of town travel in **excess** of **two** hundred (200) kilometres (one way) if required.

### **18.02 Definition of Immediate Family**

The immediate family shall mean an employee's spouse, father, mother, father-in-law, mother-in-law, grandparents (including in-laws), **son** (including in-laws), daughter (including in-laws), brother (including in-laws), sister (including in-laws), grand children or any relative permanently residing in the same household. The Company recognizes a common law relationship and where registered with the Company there shall be no question of qualification for immediate family.

## **ARTICLE 19 - JURY OR CROWN WITNESS DUTY**

### **19.01 Jury Duty**

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

### **19.02 Payment While on Jury Duty**

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

## **ARTICLE 20 - JOB POSTING**

### **20.01 Job Postings**

All job vacancies will be posted. A vacancy is any opening of ninety (90) days or more.

The Company follows the principle that its employees should be able to take advantage of opportunities that arise for transfer to occupations not achievable by normal progression or for transfer to newly created occupations. Accordingly, when vacancies occur within the Bargaining Unit that could represent such opportunities, applications will be invited from present employees before new employees are hired, by notices posted for seven (7) days. Careful consideration will be given to applications from present employees and those applying will be notified as soon as practicable of the awarding of the posting. The Company will provide the Plant Chairperson with a copy of job postings.

Job posting will specify the required qualifications for the position. For positions other than Crew Leader and Quality Inspector positions, the most senior applicant with the qualifications, experience and ability will be chosen!

In the case of Crew Leader and Quality Inspector positions, the employer will evaluate candidates on the basis of qualifications, experience, leaderships skills ability and seniority with the position being awarded to the most qualified candidate based on these criteria.

The names of successful applicants will be posted on the bulletin boards within ten (10) working days of the awarding of the posting. Their wages will be adjusted to be commensurate with their job qualifications.

## **ARTICLE 21 - CLASSIFICATION OF EMPLOYEES**

### **21.01 Progression in Classifications**

Progression to the maximum rate for an employee's classification shall be by scheduled increments. Scheduled progression shall take place as per the current practice for each classification. Employees shall progress by as many of these increments as are applicable, to whatever wage level is the maximum for their classification. The Company agrees to assess employees for the next level up in the classification within one (1) week of the employee fulfilling the number of months to qualify for the next level in the progression.

### **21.02 Reclassifications**

An employee shall be reclassified when the employee is required to perform the work of a higher classification on a regular basis. The reclassification of an employee shall be considered as on a probationary basis for the first three (3) months. During this period the Company shall review their performance in the new classification and shall return them to their original classification if their



performance is not satisfactory, or the employee may request and will be granted within this same period a return to their original classification if the employee so wishes. If their performance is satisfactory and the employee remains in the new classification, this probationary period shall be included as time spent towards their next scheduled increase.

### **21.03 Rate of Progression**

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

### **21.04 Absences Not Counted as Service**

Absence for any reason in excess of ten (10) consecutive working days, except vacation periods and leave of absence granted in accordance with Article 10.01 shall not count as service for purposes of scheduled progression, and the date of progression of an employee so absent shall be adjusted by the period of absence. Within each progression period, the Company may adjust the date of progression of employees who are subject to an excessive number of absences of less than ten (10) working days duration. Periods of layoff shall cause adjustment of an employee's date of progression.

### **21.05 Endorsement Training**

Seniority of eligible employees shall govern the selection for endorsement training except as follows:

- (a) It is essential to have multi-endorsed employees on shifts other than Monday to Friday shift.
- (b) It is essential that employees are required to be trained for a new line or type of aircraft.
- (c) Employees who hold a valid AME license and who do not hold an applicable endorsement.
- (d) By mutual agreement of the Bargaining Committee.

The Training Committee shall review and be consulted regarding the selection of trainees prior to any final selection and announcement.

Employees will be responsible for completing all company paid training and where applicable passing the required exams. Employees who choose not to complete training or fail to pass required exams or do not apply the training for whatever reason will not be eligible for further paid training except after application to and a recommendation from the training committee.

Eligible employees shall be licensed AME's and Learners who have adequately completed their logbook and who are in the final six (6) months of their apprenticeship.

## **ARTICLE 22 - SAVINGS CLAUSE**

### **22.01 Extent**

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

### **22.02 Waiver of Provisions**

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

## **ARTICLE 23 - GENERAL PROVISIONS**

### **23.01 Identification Cards**

Where the Company requires the employee to carry an Identification Card, such card and any replacements thereof shall be supplied free of charge to the employee, except if damaged by an employee then the employee shall pay the cost.

### **23.02 Cost of Training Programs**

The Company will pay the full cost of any formal training program that an employee is directed to attend by the Company, and travel and reasonable living out expenses as per the Letter of Understanding Re: Travel Booking and Expenses, for an employee who is required to live away from their home during such training. Employees will be paid at the appropriate rate of pay for hours traveled and/or in training to a maximum of eight (8) hours in a day and shall be paid at the employee's straight time rate of pay.

ARTICLE 24 - RENEWAL, AMENDMENT AND TERMINATION \*

**24.01 Dur** —

This agreement shall become effective on March 31, 2006 and shall remain in full force and effect until March 30, 2008. unless changed by mutual consent of the parties hereto.

**24.02 Continuation and Bargaining**

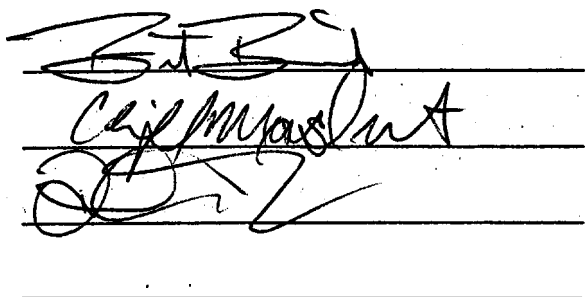
- (a) During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
  - (i) the Union commences a legal strike; or
  - (ii) the Employer commences a legal lockout; or
  - (iii) the Parties enter into a new or further Agreement.
  
- (b) During the continuation period provided in (a) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.

**24.03 No Strike - No Lockout**

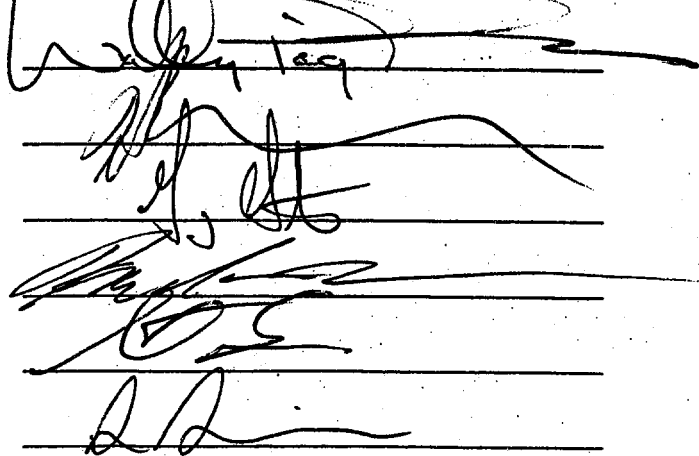
During the term of this Agreement, or during the continuation period provided in 27.02 (a) above, there shall be no strike by the Union, or lockout of employee by the Company.

Entered into this 5th day of May, 2006.

Cascade Aerospace Inc.

  
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\_\_\_\_\_  
\_\_\_\_\_

National Automobile Aerospace and  
Transport and General Workers Union  
of Canada (CAW - CANADA) Local 114

  
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H. J. ...  
S. ...  
K. ...

**SCHEDULE "A"**

**Wages and Premiums**

<b>AME(M),(E), (S)</b>	<b>March 31, 2006</b>	<b>March 31, 2007</b>
<b>Crew Lead - Progression Determined By Performance</b>		
Top	\$ 34.16	\$ 34.84
Mid	\$ 33.16	33.82
Entry	\$ 31.54	32.17
<b>Bid Position- Employer Determines Requirement</b>		
Senior Engineer		
24+ Months	\$ 29.74	\$ 30.33
12 to 24 Months	\$ 28.94	29.52
0 to 12 Months	\$ 28.14	28.70
<b>Bid Position- Employer Determines Requirement</b>		
Engineer		
34+ Months	\$ 26.18	\$ 26.70
72 to 84 Months	25.74	26.25
30 to 72 Months	25.31	25.82
48 to 60 Months	24.89	25.39
36 to 48 Months	24.23	24.71
24 to 36 Months	23.48	23.95
12 to 24 Months	22.90	23.36
0 to 12 Months	22.26	22.71
<b>Progress based on AME License</b>		
Learner		
24+ Months	\$ 19.87	\$ 20.27
18 to 24 Months	\$ 18.39	18.76
12 to 18 Months	\$ 17.03	17.37
6 to 12 Months	\$ 15.77	16.09
0 to 6 Months	\$ 14.61	14.90
<b>Machinist</b>		
	<b>March 31, 2006</b>	<b>March 31, 2007</b>
Machinist 2		
24+ Months	\$ 27.02	\$ 27.56
12 to 24 Months	\$ 26.34	26.8
0 to 12 Months	\$ 25.69	26.2
Machinist 1		
24+ Months	\$ 24.04	\$ 24.5:
12 to 24 Months	\$ 22.96	23.4:
0 to 12 Months	\$ 21.83	22.2;

**NDT**

	March 31, 2006	March 31, 2007
<b>NDT Crew Lead - Progression Determined By Performance</b>		
<b>Top</b>	\$ 37.08	\$ 37.82
<b>Entry</b>	\$ 36.23	36.95
Bid Position- Employer Determines Requirement		
<b>NDT Tech 5 - Certification in Level 2 in LPI, ET and UT</b>	\$ 35.17	\$ 35.87
<b>NDT Tech 4 - Certification in Level 2 in LPI, Level 2 ET or UT and Level 1 in the other</b>	\$ 33.58	34.25
<b>NDT Tech 3 - Certification in Level 1, LPI and ET and UT</b>	\$ 31.53	32.16
<b>NDT Tech 2 - Certification in Level 1, LPI and ET or UT</b>	\$ 29.83	30.43
<b>NDT Tech 1 - Certification in Level 1, LPI and working toward ET or UT</b>	\$ 28.14	28.70
Employees must spend a minimum of 12 months at each level before moving up.		

	March 31, 2006	March 31, 2007
<b>Cleaner</b>		
<b>Crew Lead-- Progression Determined by Performance</b>		
<b>Top</b>	\$ 15.98	\$ 16.30
<b>Entry</b>	\$ 15.00	15.30
<b>Cleaner</b>		
<b>36+</b>	\$ 14.34	\$ 14.63
<b>24 to 36</b> Months	\$ 13.25	13.52
<b>12 to 24</b> Months	\$ 12.16	12.40
<b>0 to 12</b> Months	\$ 11.08	11.30

**Current Unlicensed Structures- Prior to Ratification 2006**

J Scale	March 31, 2006	March 31, 2007
<b>Level 5</b>	\$ 27.02	\$ 27.56
<b>Level 4</b>	\$ 25.48	25.99
<b>Level 3</b>	\$ 24.04	24.52
<b>Level 2</b>	\$ 22.68	23.13
<b>Level 1</b>	\$ 21.39	21.82

- 1) Current unlicensed to become Transport Canada (TC) Licensed where possible.
- 2) Upon receiving TC license they would go to next higher rate on AME scale.
- 3) Those who do not become licensed will be allowed one progression on this scale.
- 4) Those Employees at level 5 who receive their TC license will remain at their current rate until they successfully bid into a Senior Engineer position.

**Unlicensed Mechanics and Structures - After Ratification 2006**

	March 31, 2006	March 31, 2007
<b>36+</b> Months	\$ 22.90	\$ 23.36
<b>24 to 36</b> Months	\$ 21.98	22.42
<b>12 to 24</b> Months	\$ 21.07	21.49
<b>0 to 12</b> Months	\$ 19.87	20.27

- 1) **Must** have completed Learner Program or have comparable industry experience
- 2) Upon receiving TC license they would go to next higher rate on AME scale.

<b>Trades (Painters)</b>		March 31, 2006	March 31, 2007
Crew Lead - Progression Determined By Performance			
<b>Top</b>		\$ 29.62	\$ 30.21
Mid		\$ 28.84	29.41
Entry		\$ 28.05	28.61
<b>Bid Position- Employer Determines Requirement</b>			
Senior Trades			
<b>24+</b>	Months	\$ 26.25	\$ 26.78
<b>12 to 24</b>	Months	\$ 25.59	26.11
<b>0 to 12</b>	Months	\$ 24.95	25.45
<b>Bid Position- Employer Determines Requirement</b>			
Trades 1			
<b>36+</b>	Months	\$ 23.71	\$ 24.18
<b>24 to 36</b>	Months	\$ 23.10	23.56
<b>12 to 24</b>	Months	\$ 22.52	22.97
<b>0 to 12</b>	Months	\$ 21.39	21.a2
<i>Must get CAMC to advance and demonstrate competency</i>			
Learner			
<b>24+</b>	Months	\$ 19.87	20.27
<b>18 to 24</b>	Months	\$ 18.39	18.76
<b>12 to 18</b>	Months	\$ 17.03	17.37
<b>6 to 12</b>	Months	\$ 15.77	16.09
<b>0 to 6</b>	Months	\$ 14.61	14.90

<b>Interior Tech</b>		March 31, 2006	March 31, 2007
Crew Lead - Progression Determined By Performance			
<b>Top</b>		\$ 28.11	\$ 28.67
Mid		\$ 27.11	27.65
Entry		\$ 25.40	25.91
<b>Bid Position- Employer Determines Requirement</b>			
<b>AIT 2</b>			
<b>12+</b>	Months	\$ 23.60	\$ 24.07
<b>0 to 12</b>	Months	\$ 22.08	22.52
<b>Bid Position - Must have CAMC and demonstrated competency</b>			
<b>Must be prepared and required to fill in for Crew Lead</b>			
<b>AIT 1</b>			
<b>12+</b>	Months	\$ 21.53	\$ 21.96
<b>0 to 12</b>	Months	\$ 20.58	20.99
CAMC Certification = 4yrs/log book			
Learner			
<b>42+</b>	Months	\$ 20.07	20.47
<b>36 to 42</b>	Months	\$ 19.66	20.05
<b>30 to 36</b>	Months	\$ 19.24	19.62
<b>24 to 30</b>	Months	\$ 18.57	18.94
<b>18 to 24</b>	Months	\$ 17.89	18.25
<b>12 to 18</b>	Months	\$ 16.43	16.76
<b>6 to 12</b>	Months	\$ 14.96	15.26
<b>0 to 6</b>	Months	\$ 14.34	14.63

**Premiums**

Temporary Crew Leader	\$	1.80	*
First Aid	\$	0.33	
Quality Control Supervisor	\$	1.80	
QCI Inspector	\$	1.00	
Night Shift	\$	1.40	
Weekend Afternoon Shift	\$	.70	
Fuel Tank Entry	\$	2.00	

Endorsement Pay \$600.00 Annually  
*Applies to Engineer 2 and Sr. Engineer classifications in the AME M and E Job Families.*

- *After 30 Calendar days in a temporary Crew Leader position, the top rate Sr. Engineers will be paid the mid level Crew Leader rate for the remainder of the assignment. All others will be paid the entry level Crew Leader rate after 30 days.*



## SCHEDULE "B"

### **Pension Plan**

On the first of the month after their probationary period, all permanent employees who work over 20 hours per week may join the company's defined contribution or money purchase pension plan. The employee must contribute a minimum of 3% of total gross pay and Cascade will match this to a maximum of 3%. There is a 2-year vesting period for the plan, meaning that once an employee has participated in the plan for 2 years the company-contributed funds are vested, and the funds are locked in until retirement. Participation in the plan accounts for a portion of an employee's annual RRSP limit. The employee makes the decision and has sole discretion over the choice of which available investment vehicles are chosen for their funds. The Company does not provide advice on investments. The pension benefits are based on the value of contributions plus accumulated interest, earnings, gains and losses. Full details of the plan are available through Human Resources.

On the first day of the pay period following March 31, 2007 matched pension contributions for employees with ten (10) years of plan participation shall be increased to four percent (4%).

**LETTER OF AGREEMENT #1**

Between

**CASCADE AEROSPACE INC.**

And

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA) LOCAL 114**

**RE: JOINT TRAINING REVIEW COMMITTEE**

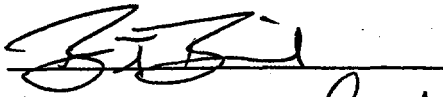
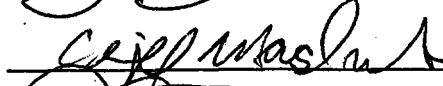
In recognition of the importance of training the parties agree:

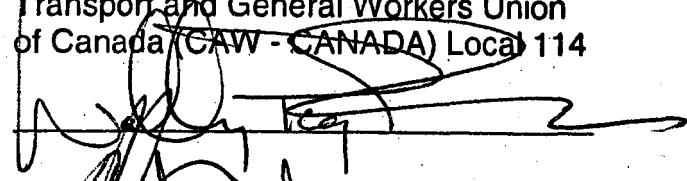
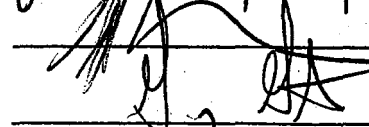
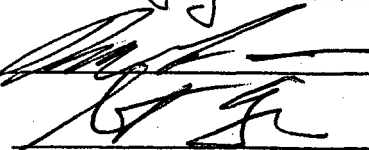
- 1) It is important that investments in the training and development of employees continue in the future in accordance with the operating needs and requirements of the Company.
- 2) The parties will establish a Joint Training Review Committee composed of two (2) members representing the Company and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

Entered into this 5<sup>th</sup> day of May, 2006.

Cascade Aerospace Inc.

National Automobile Aerospace and  
Transport and General Workers Union  
of Canada (CAW - CANADA) Local 114

  
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AD  
Hendrik  
Sunny B.  
Pete S.

**LETTER OF AGREEMENT #2**

**Between**

**CASCADE AEROSPACE INC.**

**And**

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA) LOCAL 114**

**RE: EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

The Company agrees to continue to provide an Employee and Family Assistance program for the employees.


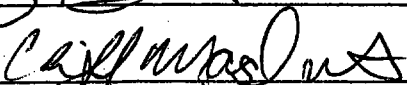

The Employee and Family assistance Program is available on a confidential basis to employees and their family members, Employees become eligible at the same time they become eligible for Extended health. This program offers confidential, professional assessment, guidance and counselling for personal difficulties such as:

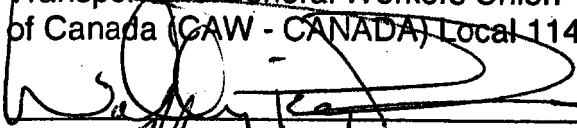
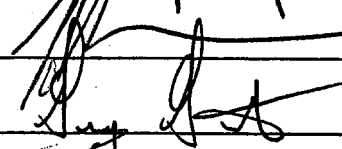

- (a) Emotional or physical problems
- (b) Marital or family problems
- (c) Stress
- (d) Work related problems
- (e) Pre-retirement planning
- (f) Financial and legal difficulties
- (g) Child and elder care
- (h) Sexual harassment or abuse
- (i) Alcohol or drug dependencies
- (j) Gambling
- (k) Bereavement

Entered into this 5th day of May, 2006.

Cascade Aerospace Inc.

National Automobile Aerospace and  
Transport and General Workers Union  
of Canada (CAW - CANADA) Local 114

  
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**LETTER OF AGREEMENT #3**

Between

**CASCADE AEROSPACE INC.**

And

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA) LOCAL 114**

**RE: TRAVEL BOOKING AND EXPENSES**

The Company's intent is to ensure consistent, cost effective and safe travel arrangements are made for all employees travelling on Company business and that normal living expenses are reimbursed when supported by receipts.

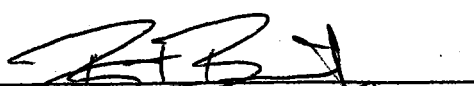
All travel arrangements will be made through Human Resources Travel arrangements will not be made which knowingly route employees via any war-risk zone or any airport that is politically unstable or use any non-common airline carrier, especially in developing countries.

A per diem of forty-five (\$45) dollars per day will be paid while travelling on Company business.

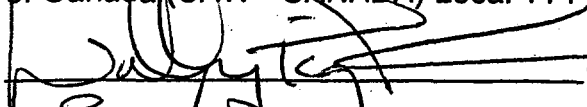
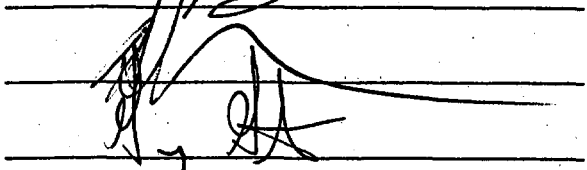

Other terms of travel and expenses are subject to reasonable rules as created by the Company.

Entered into this 5th day of May, 2006.

Cascade Aerospace Inc.

  
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Cliff Macdonald  
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National Automobile Aerospace and  
Transport and General Workers Union  
of Canada (CAW - CANADA) Local 114

  
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**LETTER OF AGREEMENT #4**

Between

**CASCADE AEROSPACE INC.**

And

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA) LOCAL 114**

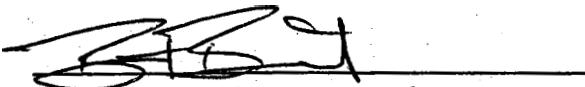
**RE: CASUAL EMPLOYEES**

An employee hired as a casual employee who has been promoted to a permanent position prior to the date of ratification, shall have their seniority back dated to their original date of hire.

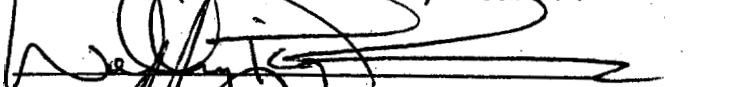
Casual employees promoted to permanent positions after the date of ratification shall have their seniority date prorated based on hours worked.

Entered into this 5<sup>th</sup> day of May 2006.

Cascade Aerospace Inc.

  
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National Automobile Aerospace and  
Transport and General Workers Union  
of Canada (CAW - CANADA) Local 114

  
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**LETTER OF AGREEMENT #5**

Between

**CASCADE AEROSPACE INC.**

And

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA) LOCAL 114**

**RE: GAP TIME**

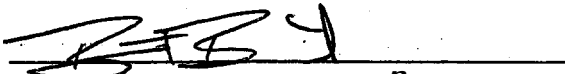
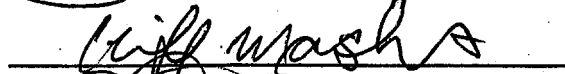
From time to time Cascade will encounter gaps in our maintenance schedule due to this fact employees may be directed to take off up to four (4) days per month to a maximum of eighty (80) hours per calendar year in accordance with the following:



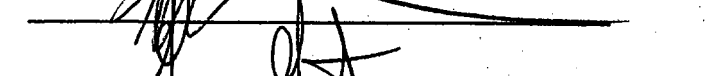
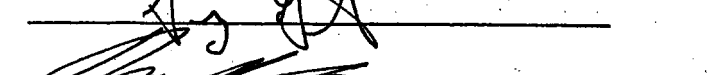
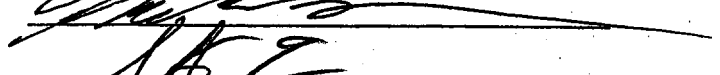
- 1) Volunteers within the affected Work Crew(s) will first be offered the time off.
- 2) Contract labour within the affected Work Crew or those performing similar but non-specialized work on another crew, will be reduced prior to employees being assigned time off for a period of time of one (1) day or longer.
- 3) Any further required reductions will be assigned by reverse order of seniority within the Work Crew(s) that are affected. Due to the short term nature of this situation, no bumping rights will be allowed, however, should an employee be able to locate an equivalently qualified employee that wants to take the time off in their place, this option will be considered.
- 4) Time off will be covered by banked time and where there is no banked time the employee may elect to take vacation time, time off no pay or elect to be laid off.

Entered into this 5<sup>th</sup> day of May, 2006.

Cascade Aerospace Inc.

National Automobile Aerospace and  
Transport and General Workers Union  
of Canada (CAW - CANADA) Local 114

  
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S. J. B.  
K. S. J.

**LETTER OF AGREEMENT #6**

Between

**CASCADE AEROSPACE INC.**

And

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA) LOCAL 114**

**RE: WEEKEND SHIFT**

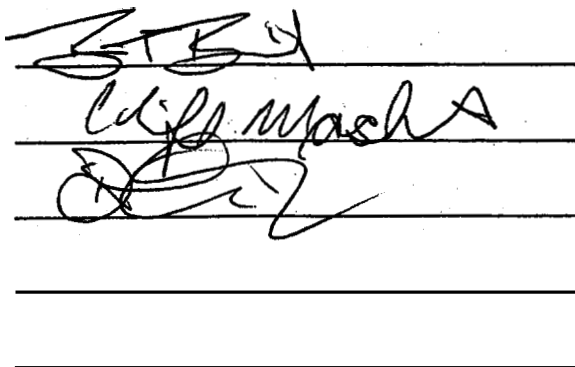
The parties recognize the need for the Company to introduce a fully staffed permanent weekend shift.

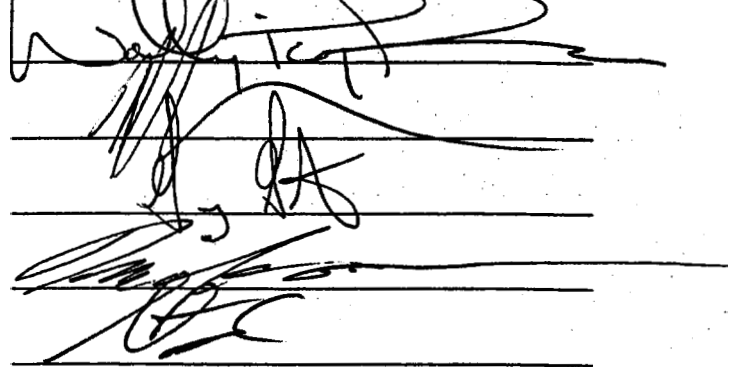
- 1) The current three day weekend shift and the Duty Roster system will be cancelled and replaced in accordance with following:
  - i) The parties will meet immediately following the ratification of this agreement to finalize the implementation of the permanent weekend shift in accordance with Article 13.04. The Company will implement either a four ten hour shift or a four days on/three days off and three days on/four days off shift.
  - ii) The parties acknowledge that as a result of the implementation of the new permanent weekend shift, employees who have posted to or have been assigned to the new weekend shift may have to adjust their vacation selection. Best efforts will be made to minimize the number of changes required. The same process will be used to deal with any conflicts arising from current weekend shift employees moving to other shifts.

Entered into this 5<sup>th</sup> day of May, 2006.

Cascade Aerospace Inc.

National Automobile Aerospace and  
Transport and General Workers Union  
of Canada (CAW - CANADA) Local 114





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