

A G R E E M E N T

Between

**BOART LONGYEAR
MANUFACTURING CANADA LTD**

and

THE

**INTERNATIONAL ASSOCIATION
OF**

MACHINISTS AND

AEROSPACE WORKERS

Local Lodge No. 2412

May 1 2017 – April 30 2020

01873 (13)

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ARTICLE 1

Definitions

SECTION 1.01 The term “Employee or Employees” used in this Agreement shall mean only those employees who are included in the Bargaining Unit, as described in Article 2, Section 2.01.

SECTION 1.02 Wherever the term “Working Days” is referred to in Articles 8, 10, 12 and 13 of this Agreement, this shall mean only the working days Monday to Friday inclusive.

SECTION 1.03 In this Agreement, words importing male persons include female persons, words in the singular include the plural and words in the plural include the singular.

ARTICLE 2

Union Recognition

SECTION 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent and will bargain collectively with the accredited representatives of the Union, representing all production, and maintenance employees, including plant employees in the field, but excluding supervisors, security, other field employees, office, clerical and salaried employees with reference to all matters pertaining to wages, hours of work, working conditions in and out of the North Bay plants and questions arising out of the interpretation or application of the agreement.

SECTION 2.02 The Company shall give each new employee, when hired, a copy of this Agreement.

SECTION 2.03 The Company agrees no work shall be performed by staff personnel that would normally be done by employees in the Bargaining Unit, except in cases of emergency after hours where at least three (3) bargaining unit employees who normally would perform the job function have been offered and have refused call in as set out in Article 20, for the purpose of instruction, or experimental and development work.

ARTICLE 3

Rights of Management

The Union agrees that it is the exclusive function of the Company to:

- (a) Direct the working forces, maintain order and efficiency.
- (b) Hire, assign, classify, transfer, promote, demote, layoff and recall, discharge, or otherwise discipline employees, subject to the right of an employee who has passed his probationary period, to lodge a grievance as herein provided.
- (c) Generally to manage and operate its business in all respects and without limiting the generality of the foregoing to determine the work to be performed, the kinds and locations of equipment to be used, the control of materials and goods, the number of personnel to be employed, make and alter

from time to time, rules and regulations, relating to the general conduct of the employees, to be posted on the Bulletin Board, and all other matters concerning the operations of the plant not otherwise specifically dealt with elsewhere in the Agreement.

- d) It is understood and agreed that none of the above rules, regulations and rights shall be inconsistent with provisions and terms of this Agreement.

ARTICLE 4

Union Dues and Membership

4.01 All employees covered by this Agreement shall as a condition of employment, become members of the Union and remain members in good standing in the Union during the term of this Agreement

4.02 The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer. The Employer agrees that it will deduct each pay period (over 24 pays), a sum equal to regular Union dues from each employee in the Bargaining Unit. Such deductions shall be remitted to the Union by the 15th of the following month together with a list of employees from whom such

deductions were made. The list will include new hires and severances. The Employer will show the amount of the dues deducted on T-4 slips issued to employees.

4.03 The Employer will, at the time of making each remittance hereunder to the Financial Secretary of the Union, supply a statement showing the following information for employees from whose pay deductions have been made.

- (a) All monthly dues for members to be submitted in alphabetical order with total dues remitted.
- (b) The Employer further agrees that it will supply all such information by way of electronic mail (e-mail).

The Employer agrees to supply the Union the employee's names, addresses, postal codes and telephone numbers, if available every January and every July of every year. The Employer further agrees that it will supply all such information by way of electronic mail (e-mail).

ARTICLE 5

Strikes and Lock-outs

In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement, there shall be no strikes,

slow-downs or stoppages of work, and the Company agrees that there will be no lock-outs.

ARTICLE 6

Discrimination, Violence and Harassment

Both parties agree to abide by the terms of the Ontario Human Rights Code, (the Code), with respect to discrimination, violence and harassment, as they are defined in the Code in respect of employment.

Both parties agree to abide by the requirements of the Occupational Health and Safety Act (the Act for the purpose of this Article) in respect of Violence and Harassment as defined in the Act.

ARTICLE 7

Union Representatives

SECTION 7.01 The Union shall name a Shop Committee consisting of one steward from each seniority group, including the Chief Steward, for a total of three stewards who shall be employees of the Company and covered by this agreement.

SECTION 7.02 Matters pertaining to the interpretation or application of this Agreement and other matters of general concern to both parties shall be discussed by the Company and the Shop Committee, who shall meet at a time mutually agreed upon.

SECTION 7.03 The Union may designate, and the Company shall recognize, a total of six (6) Stewards

and a Chief Steward as elected by the bargaining unit employees.

SECTION 7.04 A Shop Steward who has received the permission of his Foreman, may absent himself from his work or department for a reasonable time for the purpose of negotiating and settling grievances when they arise. The Foreman's permission shall not be unreasonably denied. In locations where no shop steward is available, a shop steward will be allowed sufficient time to attend to members covered by this agreement on a regular basis.

ARTICLE 8

Grievance Procedure

SECTION 8.01

For the purpose of this agreement, the term "grievance" means any dispute between the Company and the Union or between the Company and any employee concerning this Agreement or any other dispute that may arise between the parties. A grievance to be considered in the grievance procedure must be filed within ten (10) days of the origin of the circumstances given rise to the grievance or the date on which such matters or occurrence comes to the notice of the party grieving.

Any such grievance shall be settled in accordance with the following grievance procedure.

SECTION 8.02

Step 1: The dispute or grievance shall be taken up by the Steward, the aggrieved employee and the Supervisor of the department involved. The Supervisor must give his answer within two (2) working days.

Step 2: If no satisfactory settlement is reached between the parties outlined in Step 1 the grievance shall be reduced to writing. The Shop Committee shall then investigate, present, and discuss such grievance with the Operations Manager or his designate and the Shop Committee. The Operations Manager or his designate must provide his answer within three (3) working days.

Step 3: The Shop Committee may call in a representative of the union who shall meet with the Operations Manager and Shop Committee. In the event the grievance or dispute is settled, such settlement shall be reduced to writing and copies distributed to all persons involved. In the event the grievance or dispute is not settled in a manner satisfactory to the grieving party (Union or Company) within ten (10) working days, the grieving party has the right and authority to submit such grievance or dispute to arbitration in accordance with Article 9.

General

- a) Discharge grievances may only be filed on behalf of employees who have completed their probationary period. When a discharge grievance is filed, it shall be initiated by the Shop Committee directly at Step 3.

- b) Either party to this agreement shall be permitted to call employee witnesses at each and every step of the grievance procedure. The Company shall cooperate with requests from the Union to release employees from work to attend grievance proceedings.

SECTION 8.03- Policy Grievance

Either party may file a grievance involving the interpretation, application or alleged violation of this Agreement within ten (10) working days of the alleged violation, such grievance to be lodged in writing as a policy grievance and shall commence at Step No. 2 and failing satisfactory settlement, it may be referred to arbitration as herein provided.

SECTION 8.04 During the discussion of a grievance, if it is agreed between the Company and the Union that witnesses would aid in the settling of a grievance, then such witnesses may be requested to attend said discussion.

ARTICLE 9

Arbitration

SECTION 9.01 If the grievance is not satisfactorily settled in Step 3 of the Grievance procedure, either party may, within thirty (30) days of the Union's receipt of the answer notify the other party, in writing, of its desire to submit the grievance to arbitration. The parties shall attempt to agree upon an arbitrator by exchanging nominations, and failing agreement within ten (10) days as to the appointment of an arbitrator, the matter shall be referred to the Minister of Labour with a request from either party for the appointment of an Arbitrator. It is understood and agreed that the arbitrator has no authority to alter, modify or amend any of the provisions of this Agreement nor to give any decision inconsistent with the terms of this Agreement. Each party shall pay one-half of the fees and expenses of the arbitrator. The decision of the arbitrator shall be final and binding on the employee or employees concerned, and both parties to this Agreement. Nothing herein prevents an Arbitrator from attempting to mediate a settlement prior to proceeding with a formal arbitration.

ARTICLE 10

Discipline, Suspension and Discharge

SECTION 10.01 A claim by an employee who has passed his probationary period that he has been unjustly suspended or discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged within five (5) working days after the suspension or discharge. In

such a case, the grievance shall start with Step No. 3 of the Grievance Procedure. Such grievances may be settled under the grievance or arbitration procedure, as follows:

- (a) confirming the Company's decision; or
- (b) reinstating the employee with full seniority, pay for all time lost and restoration of other rights and benefits provided under the collective agreement; or
- (c) any other intermediate terms within the scope of the preceding paragraphs (a) and (b) which are deemed just and equitable in the judgment of the conferring parties under the grievance or arbitration procedures.

SECTION 10.02 The Company agrees that time limits stated in this section shall be extended for employees whose normal tour of duty requires them to work on out-of-town job sites, up to three (3) working days after returning to the North Bay Plant.

SECTION 10.03 A discipline, suspension or discharge notice in the record of an employee shall not be used for the purpose of taking further disciplinary action after a period of eighteen (18) months from the date of issuance.

ARTICLE 11

Time Limit Extensions

Any and all time limits mentioned in Articles 8, 9, and 10, may be extended in writing by mutual agreement of both parties.

ARTICLE 12

Seniority

SECTION 12.01 - Definition of Seniority

Seniority is a principle of granting preference to employees for promotion, demotion, transfer, layoff, and re-hiring after layoff, in accordance with length of employment with the employer.

SECTION 12.02 - Application of Seniority

All cases of promotions, transfers, demotions, layoffs, and recall after layoffs, shall be made on the basis that seniority shall govern when, the ability, knowledge and skill of the individual to fulfill the normal requirements of the job are relatively equal between two or more employees in the judgment of the employer, which shall not be exercised in an unfair or unreasonable manner, the requirements of operations, the ability, knowledge and skill of the individual to fulfill the normal requirements of the job are relatively equal between two or more employees.

When a permanent vacancy that requires posting in accordance with Article 13 occurs it shall be posted.

An employee may exercise seniority to displace a junior employee when there is a change to the senior employee's existing shift schedule.

An employee may exercise their seniority to bump a less senior employee from another shift in their own job classification. This right is limited to one bump every nine (9) months. The employee requesting the bump understands that there may be some delay in effecting the change in order to ensure there is a trained employee to fill the shift being vacated.

SECTION 12.03(a) - Seniority Groups

There shall be three (3) separate seniority groups namely; Equipment Manufacturing Shop, Stockroom and Maintenance.

SECTION 12.03(b) – Seniority Listings

Seniority lists, showing relative seniority ranking of employees, shall be posted on the bulletin board upon the signing of this Agreement and every six (6) months thereafter or as required. Upon the posting of the seniority list, employees shall have fifteen (15) days in which complaints against their seniority standing may be filed. Once filed complaints are settled, it is deemed that the seniority list, as posted, is correct. Copies of the up-to-date seniority list and/or corrected lists will also be supplied to the Union on the date of posting.

Section 12.04 – Probationary Employees

An employee shall be considered to be on probation and will not be placed on a seniority list until he has completed ninety (90) calendar days employment with the Company during a period of six (6) consecutive months during which time the Company may assess

whether the employee is suitable to be retained. Absence from work for more than five (5) working days during the probationary period shall be added to this said ninety (90) calendar days. After he has so attained seniority, such seniority shall now date from ninety (90) calendar-days prior to the completion of the probationary period with the Company. A probationary employee may be terminated by the Company without recourse to the grievance procedure.

The Company may extend the probationary period for students who are hired during their school vacation, provided that said students are registered as such with the Union. However, if the Company wishes to retain the student beyond his normal vacation, his probationary period shall be established as per the provisions of the above paragraph.

Any employee shall be required to serve only one (1) probationary period unless his employment is terminated for any reason and he is subsequently rehired.

SECTION 12.05 - Temporary Layoff

A temporary layoff shall mean a layoff that will not exceed thirteen (13) calendar weeks in any twenty (20) week period, unless the parties agree otherwise as permitted under the Employment Standards Act, 2000, as it may be amended from time to time.

The Company may lay off employees within each of the three (3) areas, (ie. Equipment Manufacturing, Stockroom and Maintenance) in accordance with Section 12.02 for a temporary layoff period of three (3)

consecutive working days or less. It is understood that this temporary layoff can only be invoked to a maximum of three (3) occasions per contract year per area. This clause can only be used when the layoff is necessitated because of an emergency situation, or where there is insufficient work available, due to conditions beyond the control of the Company.

The Employer will provide the affected employees who have been employed for ninety (90) calendar days or more, who will be laid off for a period of more than (3) three working days, but less than thirteen (13) calendar weeks, with seven (7) working days of Notice. The Union will be advised of such layoffs in advance of any employee receiving notice and will receive copies of all of the Notices of Layoff.

The Employer may lay off employees from the classifications within Groups A, B or C as set out for Manufacturing, Stockroom or Maintenance.

Employees laid off in Groups A, B and C in the Equipment Manufacturing Shop, as shown in Article 31, may exercise their seniority in either group.

Employees laid off in Group A and Group B in the Stockroom as shown in Article 31, may exercise their seniority in this group.

Probationary employees in the classifications where a layoff is occurring will be released before any seniority rated employee is laid off.

Thereafter employees will be laid off in the classifications identified by the Employer in reverse order of seniority.

An employee, who is disabled and absent from work, due to illness or injury on the date that a notice of layoff would otherwise have been served, shall be served such notice of layoff in accordance with this Article. For purposes of this Article, the effective date of layoff shall be deemed to be the date of layoff as set out in the notice of layoff.

It is understood that the application of this Section shall not alter any of the rights of the disabled employee, as set out elsewhere in this Agreement.

Employees subject to layoff will have the option of accepting the layoff or exercising his seniority to bump an employee in an equal or lower paying job classification provided the employee has the skills, abilities and qualifications to do the work without training other than orientation of five working days.

Employees who are bumped in accordance with the above procedure will likewise have the option to accept the layoff or exercising his seniority to bump an employee in an equal or lower paying job classification provided the employee has the skills, abilities and qualifications to do the work without training other than orientation of five working days.

An employee who exercises his right to bump into a lower paying classification will be paid the lower of the top rate in the new classification or his current rate of pay, whichever is less.

Recall from Temporary Layoff

Employees on temporary layoff will be recalled in order of seniority to available job openings provided

the employee has the skills, abilities and qualifications to do the work without training other than orientation of five working days.

Where an employee is recalled to a job classification other than his own he shall transfer back to his former classification and pay rate when that job comes open again provided the position becomes available within twelve (12) months of the date of his recall.

Section 12.06 Long Term Layoff

A Long Term layoff shall mean a layoff that exceeds thirteen (13) calendar weeks.

The Employer will provide the affected employees with Notice as required in the Employment Standards Act, 2000 as it may be amended from time to time except that employees with nine (9) years of service will receive nine (9) weeks' notice and employees with ten (10) years of service or more will receive ten (10) weeks' notice. The Union will be advised of such layoffs in advance of Notice to which the most senior employee is entitled and will receive copies of all of the Notices of Layoff.

The Employer may lay off employees from the classifications within Groups A, B or C as set out for Manufacturing, Stockroom or Maintenance.

Probationary employees in the classifications where a layoff is occurring will be released before any seniority rated employee is laid off with no right of recall.

Thereafter employees will be laid off in the classifications identified by the Employer in reverse order of seniority.

Notice of layoff will be delivered personally to the employee, by registered mail or by courier.

Employees subject to layoff will have the option of accepting the layoff or exercising his seniority to bump an employee in an equal or lower paying job classification provided the employee has the skills, abilities and qualifications to do the work without training other than orientation of five (5) working days.

Employees who are bumped in accordance with the above procedure will likewise have the option to accept the layoff or exercise his seniority to bump an employee in an equal or lower paying job classification provided the employee has the skills, abilities and qualifications to do the work without training other than orientation of five (5) working days.

An employee who exercises his right to bump into a lower paying classification will be paid the lower of the top rate in the new classification or his current rate of pay, whichever is less.

Recall from Long Term Layoff

Employees on Long Term Layoff will be recalled in order of seniority to available job openings provided the employee has the skills, abilities and qualifications to do the work without training other than a familiarization period of up to twenty (20) days.

Recall rights will continue for an employee with less than five (5) years seniority a period twenty-four (24) months, or a period equal to his seniority, whichever is the lesser; or if an employee with more than five (5) years seniority is laid off for a period of more than thirty six (36) months. Any period of time worked under a temporary recall, as defined in Section 12.07, will be added to the original date of indefinite layoff, as defined in Section 12.06, and the effective date of the layoff will be advanced accordingly. A period of time mentioned above will be calculated on the basis of one (1) month for every twenty (20) days worked.

Where an employee is recalled to a job classification other than his own he shall receive the lower of the top rate in the new classification or his former rate of pay, whichever is less.

An employee recalled to a job classification other than his own will be entitled to transfer back to his former classification and pay rate when that job comes open again provided the position becomes available within twelve (12) months of the date of his recall.

An employee who exercises his right to bump to a lower classification will be paid the lower of the top rate in the new classification or their current rate of pay, whichever is less.

Section 12.07 - Recall to Temporary Positions

- (a) An employee on layoff will be provided the opportunity for recall to a temporary position where the period of recall is anticipated to be for a period of not more than twenty (20)

working days. In cases where the work is anticipated to be for not more than twenty (20) working days, employees qualified to perform the work will be contacted by telephone in order of seniority and advised of work available. If after a period of twenty-four (24) hours the employee is not able to be contacted, the next senior employee on the applicable seniority list will be contacted and advised of the work available. In such cases where a junior employee performs the work, the senior employee, who was not able to be contacted, shall have bumping privileges for the duration of the current work without notice to the junior employee.

- (b) An employee who refused recall to temporary work or to a lower rated job, will not, by reason thereof, lose his right to recall if he can provide evidence that securing temporary work will affect his ability to earn a living elsewhere, he has relocated outside the North Bay area or he is disabled and cannot work at the time of recall. An employee, who otherwise refuses an offer of temporary recall, would lose any entitlement to severance he might otherwise have had.

An employee who refuses a recall to work and has provided evidence of relocation, disablement or that the temporary work will affect his ability to earn a living elsewhere can confirm in writing to the Company and the Union that he is available for future temporary and/or-permanent work.

- (c) If additional temporary work becomes available during any temporary work period, where the temporary work may be extended, employees performing such temporary work shall be notified, as soon as practicable by the Company, in writing, of the anticipated duration of the temporary work.
- (d) For the purposes of this Section, temporary work will mean a period of employment not exceeding thirteen (13) calendar weeks. In any event, it is understood that the total accumulation of temporary work will not exceed sixty-five (65) working days during any period of two hundred and eighty (280) successive calendar days. If this limitation is exceeded, new notice of layoff as set out in Section 12.06, will be required.
- (e) It is understood that the recall of employees to temporary work, as defined by this Section, will not be invoked in any unreasonable manner.

SECTION 12.08- Loss of Seniority

An employee shall lose his seniority and be deemed terminated when any of the following occurs:

- (a) Leaves voluntarily or is discharged for cause.
- (b) Fails to notify the Company of his intention to return to work from a layoff within five (5) working days after notification, by registered

mail or courier at his last known address, or fails to return to work within seven (7) working days unless a satisfactory reason, acceptable to the Company, is given.

- (c) An employee with less than five (5) years seniority is laid off for a period of more than twenty-four (24) months, or a period equal to his seniority, whichever is the lesser, or if an employee with more than five (5) years seniority is laid off for a period of more than thirty six (36) months. Any period of time worked under a temporary recall, as defined in Section 12.07, will be added to the original date of indefinite layoff, as defined in Section 12.06, and the effective date of the layoff will be advanced accordingly. A period of time mentioned above will be calculated on the basis of one (1) month for every twenty (20) days worked. For clarity, employees so terminated will receive any severance owing under the ESA at the time they are terminated.
- (d) If an employee fails to return to work on the first regular working day following the expiration of a leave of absence, unless extenuating circumstances, beyond the employee's control, prevent him from returning.
- (e) If an employee utilizes a leave of absence for purposes other than that for which it was granted.

- (f) If an employee is absent from work more than three (3) consecutive work days without notifying the Company or fails to provide a reason satisfactory to the Company for his failure to do so.
- (g) If an employee leaves the bargaining unit to work in management or a staff position for more than six (6) months total. If the employee returns to the bargaining unit at any time during the 6-month period, he shall be responsible to pay his union dues retroactive to the date he left the bargaining unit.

ARTICLE 13

Job Posting

When new jobs are created within the bargaining unit or vacancies over thirty (30) days occur in Group "A", that the Employer intends to fill, they shall be posted on the bulletin board for five (5) working days. Applicants must apply, in writing, to the Department Manager. The posting of new jobs shall be limited to the first job created. The posting of vacancies in Group "A" shall be limited to all jobs created in Group "A" by filling of such vacancy. Where such jobs are created and such vacancies occur, the provisions of Article 12.02 shall apply to any posted vacancy.

The name of the successful applicant will be announced forthwith. Once selected, the successful applicant must remain in the new position for nine (9)

months unless agreed upon by Management, or the employee wants to bump to a full time vacancy on the dayshift. Where there are no successful applicants, the most junior employee will be assigned the position. The employer shall make every reasonable effort to notify employees of subsequent vacancies.

Temporary vacancies shall not be used to circumvent the job posting procedures.

Any temporary vacancy extending beyond 90 (ninety) days will be posted.

ARTICLE 14

Promotions

Promotions or transfers to positions outside the bargaining unit are not governed by the provisions of this Agreement, but where an employee has been so promoted or so transferred, is later transferred to a position in the bargaining unit and thereby covered by the provisions of this agreement, he shall be credited only with such seniority that he had at the time he was promoted or transferred out of the bargaining unit providing the time outside the bargaining unit does not exceed six (6) months as set out in Sections 12.08 (g).

ARTICLE 15

Leave of Absence

SECTION 15.01 The Company may grant a leave of absence without pay to an employee for legitimate personal reasons. Requests and authorization for a leave of absence shall be in writing on a form supplied by the Company. Seniority will continue to accumulate during a personal leave of absence.

Service and other entitlements will continue to accumulate for a period of up to 30 calendar days. After 30 calendar days, the employee's service for the purposes of vacation pay and other entitlements will be frozen until his return and the employee will become responsible for the payment of all benefit premiums which the Carrier permits him to continue during the leave.

SECTION 15.02 The Company will grant leave of absence without pay to employees delegated to attend a Trade Union conference or convention if a request is made in writing by the Union no later than two (2) weeks before such leave is to commence. The following conditions will apply to such a leave of absence:

- (a) Each leave will not exceed two (2) weeks.
- (b) No more than one person from a department will be granted leave of absence at one time.
- (c) No more than thirty (30) days total leave of absence will be granted to a person in any one year.
- (d) Seniority of the employee will continue to accumulate during such leave of absence.

SECTION 15.03 Provided at least three (3) months written notice (unless mutually agreed otherwise) from the Union is provided to the Plant Manager, a leave of absence for full time work with the International Association of Machinists and Aerospace Workers, or the District Lodge, will be granted to one (1) member of the Union. The leave will be for a period of four (4) years, subject to renewal for further periods by mutual consent of the parties. On a leave of absence under this Section, seniority will not accumulate after the end of the first year of absence. Service will be frozen immediately. Upon return to employment with the Company, the employee will retain the accumulated seniority and service which he had as set out above.

Extended Health, Vision and Dental benefits in which the employee was participating at the commencement of the leave shall be extended for a period of up to three (3) months from the commencement of the leave. The Company will continue to pay the premiums and bill the Union for the cost until the benefits are available through the Union or until the three month period has elapsed, whichever occurs sooner.

SECTION 15.04 Time granted off to union officials for preparation of and contract negotiations, preparing for, and attending arbitration cases, will not be considered leaves of absence under any of the aforementioned cases. Seniority will continue to accumulate during "time-off" under this section.

ARTICLE 16

Posting Notices

The Union shall have the privilege of having its notices, which have been approved by the Company, posted on a bulletin board provided by the Company. The Company's approval of such notices shall not be unreasonably withheld. Notices shall be removed by the Union when no longer current.

ARTICLE 17

Safety and Health

SECTION 17.01 The Company agrees to comply with safety legislation of the Province of Ontario. The Union agrees to assist in assuring full observance of all safety rules.

The Company will recognize a joint safety committee comprised of not more than three (3) Company Representatives from the Manufacturing group and three (3) Bargaining Unit employees appointed by the Union. Once every three months, two (2) additional worker representatives from non-manufacturing/ manufacturing related departments who are not managers will be permitted to join the Committee to meet provincial requirements.

Said committee shall meet on a monthly basis, or as the need arises, for the purpose of discussing any matters concerning safety and health of the employees, and to make safety recommendations, if necessary, to the Company.

SECTION 17.02 The Company will supply a bulletin board whereby the First Aid Personnel may designate their presence in the plants.

SECTION 17.03 The Company agrees to provide employees with the initial pair of approved prescription safety glasses and a maximum of one replacement pair of approved prescription safety glasses per calendar year to a maximum value of one-hundred and thirty (130) dollars per pair, at no cost to the employee. This maximum will be increased to one hundred and eighty (180) for those employees requiring special lenses due to documented vision impairment. Due to the nature of their work, Welders Precision Grinders and Maintenance employees will not be subject to the limitation of one replacement pair of approved prescription safety glasses per year.

SECTION 17.04 The Company shall continue to provide necessary protective clothing and safety devices as in the past, including any additional items deemed necessary from time to time by the Company and including approved recommendations of the Safety Committee.

SECTION 17.05 – Safety Boot Allowance

Effective May 1 2017, the Company will pay a maximum of two hundred and ten (210) dollars towards the purchase of one (1) pair of safety boots per employee effective May 1st of each calendar year. Based on regulatory requirements, employees will be

required to submit a receipt of purchase for reimbursement without incurring any tax obligations.

Purchases and/or use of vouchers must be used by December 31st of the current year.

Newly hired employees who obtain seniority within the fourth quarter of any benefit year, will only be eligible for the replacement of safety glasses or boots during the fourth quarter of the following year. Thereafter, the calendar year entitlement will be applied.

For those employees who wish to receive an allowance, the amount is reduced to \$150, which is taxable.

SECTION 17.06 - Hearing Protection

The Company shall provide ear muffs or in the alternative, one pair of custom fitted earplugs to each employee who has not received ear muffs, on presentation of a receipt for same, to a maximum of \$120 during the term of the collective agreement.

SECTION 17.07 It is understood that the provisions of safety glasses, as set out in Section 17.03, and safety boot allowance, as set out in Section 17.05 will apply only to permanent employees of the Company covered by this Agreement, who are on the payroll and actively at work. An employee on temporary recall, as defined in Section 12.07, will not be eligible for the provision of safety glasses or safety boot allowance, as set out in Sections 17.03 or 17.05 respectively.

ARTICLE 18

Hours of Work

SECTION 18.01 The work week shall be five (5) consecutive days, commencing at 12:01 a.m. Monday and ending at 12:00 midnight Friday.

A work day shall be twenty-four (24) consecutive hours within the work week, starting at 12:01 a.m.

An employee's normal work week shall consist of five (5) days of eight (8) hours each, within the work week in accordance with posted schedules.

An employee's normal work day shall consist of eight (8) consecutive hours within the work day.

In the event an employee is unable to report to work due to an unscheduled absence, employees must notify the Company within one hour prior to the shift starting time on each day of his or her absence.

SECTION 18.02 Schedules referred to in Section 18.01 shall be posted not later than 4:00 p.m. Thursday for the week following, and shall indicate the shift, job or anticipated job position and work week of each employee.

SECTION 18.03 The Company shall, when making such schedules referred to in Section 18.02, ensure that an employee's days off shall be consecutive.

SECTION 18.04 Changes in work days in the schedule for the current work week shall not be made

during such work week to avoid payment of overtime, and when an employee works on one of his scheduled days off or works overtime on a scheduled day, he shall not be required by the Company to take an additional scheduled day off in lieu of the unscheduled day worked.

SECTION 18.05 Where three (3) shifts are being operated, the following starting and finishing times will apply:

- (a) 12:00 midnight - 8:00 a.m.
- (b) 8:00 a.m. - 4:00 p.m.
- (c) 4:00 p.m. - 12:00 midnight

Where two (2) shifts are being operated, the following starting and finishing times will apply:

- (a) 8:00 a.m. - 12:00 noon
12:30 p.m. - 4:30 p.m.
- (b) 4:30 p.m. - 8:30 p.m.
9:00 p.m. - 1:00 a.m.

Where a single shift is being operated, the following starting and finishing times will apply:

Manufacturing / Stockroom

- 8:00 a.m. - 12:00 noon
- 12:30 p.m. - 4:30 p.m.

Effective the first full pay following May 1, 2018, where three (3) shifts are being operated, the following starting and finishing times will apply:

- (a) 12:00 midnight - 8:00 a.m.
- (b) 8:00 a.m. - 4:00 p.m.
- (c) 4:00 p.m. - 12:00 midnight

Where two (2) shifts are being operated, the following starting and finishing times will apply:

- (a) 8:00 a.m. - 4:00 p.m.
- (b) 4:00 p.m. - 2:00 a.m.

Where a single shift is being operated, the following starting and finishing times will apply:

Manufacturing / Stockroom

- 8:00 a.m. - 4:00 p.m.

Employees will receive a twenty minute paid meal period scheduled at a time considering the Employer's production needs.

SECTION 18.06 A twenty (20) minute lunch period shall be allowed with pay, to all employees working on a three (3) shift basis. Effective the first full pay following May 1, 2018, the twenty (20) minute paid meal period applies to all employees.

SECTION 18.07 When employees, who normally work on a three (3) shift basis, are requested to work

an overtime day shift on Saturday, they will be paid for their twenty (20) minute lunch break, if they remain working until 2:00 p.m. or after. Effective the first full pay following May 1, 2018, employees who are requested to work an overtime shift, will be paid for their twenty (20) minute lunch break.

ARTICLE 19

Overtime

SECTION 19.01 Overtime shall be divided amongst employees as equitably as possible, consistent with the efficient operation of the plant.

SECTION 19.02 When it is necessary to retain employees beyond their normal quitting time for a specific job, those employees doing the job on the normal shift shall be given preference.

SECTION 19.03 When overtime is anticipated on weekends, or an employees' scheduled days off, two (2) days' notice shall be given when possible.

SECTION 19.04 All hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of time and one-half (1-1/2). All hours worked on Saturday shall be paid at the rate of time and one-half (1-1/2) except in cases where employees on a two shift rotation commence work at 4:30 p.m. and are required to work until 1:00 a.m. on Saturday. In this situation, the hour between Friday midnight and 1:00 a.m. Saturday will be paid at regular rate.

SECTION 19.05 All hours worked on a statutory holiday will be paid at time and one-half (1-1/2) the regular hourly rate, in addition to the straight time holiday pay.

SECTION 19.06 Hours worked on Sunday shall be paid at the rate of double time for all hours worked.

SECTION 19.07 Employees who work overtime in excess of two (2) hours with less than twenty-four (24) hours notice, will be provided with a meal allowance of ten dollars (\$10.00) during the life of this Agreement.

SECTION 19.08 An employee who signs for overtime shall be committed to work the hours required as set out by the Company unless agreed to in advance by the Company. All standards of a regular shift apply to an overtime shift.

ARTICLE 20

Call In

SECTION 20.01 If an employee is, on occasion, summoned to the plant by the Company for the performance of any work, other than his regular scheduled working hours, he shall be paid a minimum of four (4) hours at the applicable rate for all non-scheduled hours worked.

SECTION 20.02 If call in is within two (2) hours of the commencement of his regular shift, he will be paid at the rate of one and one-half (1-1/2) times for all hours worked prior to the commencement of his regular shift after which regular shift pay will take over.

SECTION 20.03 Whenever an employee's regular scheduled working hours are changed by the Company, i.e. both starting and finishing times, he shall be paid at the rate of time and one-half (1-1/2) the regular wage rate for the work so performed during the first normal working day following such changes, if less than twenty-four (24) hours prior notice of such change has been given to the employee by the Company.

ARTICLE 21

Special Allowances

SECTION 21.01 There shall be two (2) paid fifteen (15) minute rest periods each shift.

SECTION 21.02 There shall be a three (3) minute wash-up period prior to lunch break and end of work day, also at the end of each period of overtime.

SECTION 21.03 In areas where there is more than one operator working in a cell and/or other areas where deemed necessary; breaks will be taken on a rotating basis.

ARTICLE 22

Bereavement Allowance

SECTION 22.01 If requested by the employee, a leave of absence with pay shall be granted to a maximum of three (3) working days, where death, or deaths, occur in the employee's immediate family and

where the employee is attending the funeral. Immediate family, for the provisions of this Agreement, shall be limited to the employee's sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, step parents, step children, grandparents, grandparents of the spouse, grandchildren and grandchildren of the spouse.

The bereavement leave for the death of a spouse, child or parent will be five (5) working days.

SECTION 22.02 Pay for such leave shall be limited to eight (8) hours in each calendar day, at the employee's straight time job rate.

SECTION 22.03 The days of the leave of absence for which the employee shall receive pay shall be limited to those days on which the employee was scheduled to work and does not work. Neither time off nor pay granted under this provision shall be used in computing overtime of any description.

ARTICLE 23

Jury Duty

An employee who is unable to work his regular shift because he is required to appear for jury selection, to perform jury service, or has been subpoenaed as a witness, will be paid the difference between his straight time hourly earnings for the hours he normally works on his regular shift and the jury or witness pay. All time spent on jury duty shall be considered as time

actually worked and shall not reflect adversely on any other section or benefit provided in this Agreement.

The employee will be required to provide documentation supporting his participation in the jury selection, jury duty or subpoenaed as a witness.

ARTICLE 24

Pay Cheques

Except in cases beyond the Company's control, pay shall be issued, as follows:

- (a) Every second Thursday. Should any of these days fall on a holiday then payday shall be the day preceding.
- (b) At 8.00 a.m. Friday for those employees coming off shift at that time.
- (c) All pay cheques will be issued via electronic deposit and employees will be responsible for providing the necessary banking information.

ARTICLE 25

Statutory Holidays

SECTION 25.01 Every employee shall be paid for eight (8) hours straight time for each of the following days:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Subject to Section 25.03, each employee shall receive two (2) floating holidays to be mutually agreed upon between the supervisor and the employee after a request has been made to the employee's supervisor. An employee on temporary recall shall not be eligible for this "Floater" holiday.

Floater will be granted based on a calendar year and must be utilized in the same calendar year.

New employees will be granted the floating holidays after completing thirty (30) calendar days employment, however he will not be entitled to use these floating holidays until he completes his probationary period. In the event a probationary employee is prevented from taking his floating holidays by the end of the year because he was in his probationary period, such employee can take the floaters in the following year when he has passed probation.

SECTION 25.02 Holidays for the night shift shall be declared to be either on the eve of the statutory holiday or on the holiday, whichever is more suitable to the occasion.

SECTION 25.03 The employee shall be eligible for holiday pay provided each of the following conditions are met:

- (1) The employee has completed thirty (30) calendar days' employment.

- (2) Worked on the scheduled day before and after the holiday, unless absence is due to verified illness, death in the immediate family, lay-off or when the Company has granted permission of absence for a portion of or all of the day.
- (3) Worked one (1) full shift in the fourteen (14) days immediately preceding the day on which the holiday is observed, or is on annual vacation.

SECTION 25.04 The observance of holidays referred to in Section 25.01 on other than days declared by statute or decree shall be by negotiation between the Company and the Union.

ARTICLE 26

Annual Vacations

SECTION 26.01 For the purpose of determining vacation pay, the vacation year shall be the twelve (12) month period ending December 31st of the previous year. For the purpose of determining vacation entitlement, service as of December 31st of the current year shall apply. The vacation year shall be considered as the twelve (12) month period ending December 31st in the current year.

SECTION 26.02 The annual vacation period for employees covered by this Agreement will be determined by mutual agreement between the Company and the Union, keeping in mind Company commitments and the efficient operation of the plant. A list of the employee's vacation entitlement shall be posted no later than February 15th. Applications

should be made on or before April 15th, indicating employee preferences for vacation between May 1 and December 31. The vacation schedule shall be established by May 1st each year and shall not be altered subsequently absent the consent of the employees involved.

A skeleton shop force may be retained during vacation period, at the discretion of the Plant Manager or his delegate.

Applications made during the March 1st to April 15th period will be granted on a seniority basis within the Work Area. Vacation periods shall be taken in one (1) week intervals (a week being defined as the employee's normal scheduled work week; for 24/7 employees a regular work week consists of five shifts or two shifts as the schedule dictates) with a maximum of two (2) week intervals in the ten (10) weeks prior to Labour Day, unless otherwise authorized.

Five (5) days of the employee's vacation entitlement may be used as single day vacation days. For clarity it is understood that under the 24/7 schedule that the two day work week is considered to be a full week of vacation, unless otherwise authorized.

Vacations taken prior to the schedule being established, and those requested after the schedule has been posted, will require submission of a written vacation request form at least one (1) week in advance. These requests will be approved where possible on a first come first served basis.

When an employee has vacation entitlement that has not been scheduled by October 1st of any vacation

year, the Employer has the right to schedule the employee's vacation in a manner that suits its requirements prior to the end of the vacation year. The Employer scheduling will commence no earlier than the last full week of October. Employees will receive at least three weeks' notice of the time (s) at which their vacation has been scheduled.

SECTION 26.03 Employees who have less than twelve (12) months of service with the Company shall receive vacation pay of four (4) percent of the employee's gross earnings for the previous year.

SECTION 26.04 Employees with twelve (12) months of service with the Company shall receive two (2) weeks of vacation with pay of eighty (80) hours at his current rate, or four (4) percent of his gross earnings for the previous year, whichever is greater.

SECTION 26.05 Employees with five (5) years of service with the Company and less than ten (10) years of service shall receive three (3) weeks and one (1) day of vacation with pay of one hundred and twenty-eight (128) hours at his current rate, or six (6) percent of his gross earnings for the previous year, whichever is greater.

SECTION 26.06 Employees with ten (10) years of service with the Company and less than twenty (20) years of service shall receive four (4) weeks and three (3) days of vacation with pay of one hundred and eighty-four (184) hours at his current rate, or eight (8) percent of his gross earnings for the previous year, whichever is greater.

SECTION 26.07 Employees with twenty (20) or more years of service with the Company shall receive five (5) weeks and three (3) days of vacation with pay of two hundred and twenty-four (224) hours at his current rate, or ten (10) percent of his gross earnings for the previous year, whichever is greater.

SECTION 26.08 Employees with thirty (30) or more years of service with the Company shall receive six (6) weeks and three (3) days of vacation with pay of two hundred and sixty-four (264) hours at his current rate, or ten (10) percent of his gross earnings for the previous year, whichever is greater.

SECTION 26.09 Effective with the 2000 vacation year, employees with thirty-five (35) or more years of service with the Company shall receive seven (7) weeks of vacation with pay or two hundred and eighty (280) hours at his current rate, or ten (10) percent of his gross earnings for the previous year, whichever is greater.

SECTION 26.10 "Gross Earnings" used in the calculation of vacation pay will be based on an employee's total earnings as shown on his T4 slip, but excluding taxable benefits. Where an employee has no hours of work in a given year, any vacation pay he receives in such year will not be included in the gross earnings calculation for the following year (s).

SECTION 26.11 An employee who has been absent due to layoff or leave of absence [except Workers' Compensation, Short Term Disability, Union leave of absence as per Section 15.04, apprenticeship training, and temporary layoff], in excess of three hundred (300) hours during the vacation year, shall receive,

during the next vacation year, vacation pay and time off entitlement based on Section 26.04 through 26.09, pro-rated to take into account said period of absence.

In the event of an employee on Workers' Compensation or Short Term Disability, an equivalent gross earnings calculation will be made, based on a normal work week, to the extent that the Workers' Compensation Board of Ontario or the insurance company assigns liability to the Company. Such equivalent gross earnings will be included for calculation of vacation pay. If an employee on Workers' Compensation or Short Term Disability was not actively at work on a full time basis for any part of a vacation year, he shall be entitled to vacation time off in the next following vacation year.

SECTION 26.12 The term "service" used in this article shall exclude any period of absence due to layoff or leave of absence exceeding forty-five (45) consecutive calendar days in any vacation year.

SECTION 26.13 The Company may announce a vacation shut down to a maximum of fourteen (14) calendar days in July and/or August and a further shutdown over the Christmas/New Year period. The Union and employees shall be advised no later than 90 days prior to the shutdown.

Shutdowns may be proposed at other times of the year for which the Employer will meet to discuss same with the Union. Shutdowns at other times of the year require the mutual agreement of the Union and the Company; such agreement to not be unreasonably denied. The Company understands it may not force the members to take vacation on these additional

shutdowns, however for shutdowns in the final quarter of each year employees with at least three weeks of vacation will be able to access up to five (5) days of their next years accrued vacation for use during the shutdown if they so choose.

ARTICLE 27

Training

SECTION 27.01 Employees required to travel at the express direction of the Company will be paid their regular rates of pay at straight time up to a maximum of eight (8) hours in any twenty-four (24) hour period for all time spent in traveling. Such time spent traveling shall not be taken into consideration when computing overtime. Traveling time starts when actual traveling begins and the subsequent twenty-four (24) hour period is considered until the training site is reached. When an employee is en route to or from training, waiting time due to delay beyond control of the employees concerned, will be paid at straight time rates for eight (8) hours per day, but not in excess of fifty-six (56) hours per week, including all other straight time worked in the particular week concerned.

SECTION 27.02 The Company shall pay all traveling expenses, supported by receipts, up to a maximum of sixty (60) dollars per day incurred by employees while traveling to and from out-of-town training. This daily maximum may be increased at the Company's discretion if deemed inadequate. In such cases, the Company will provide the employee with written authorization of the increase prior to the commencement of travel.

ARTICLE 28

Employee Benefits

SECTION 28.01

The Company obligation under this collective agreement is solely to pay one-hundred (100) percent of the premiums for the employee benefits outlined in Sections 28.02, 28.04, 28.05, 28.06, 28.09, and 28.10. For greater clarity, the Plans are provided in accordance with the terms of the Carrier and are administered by the Carrier. The Company is not the Carrier for the benefits and does not determine the criteria for eligibility of coverage in general, or for individual claims.

SECTION 28.02 (a) Life Insurance

Under a plan established with the insurance company, employees are entitled to Group Life Insurance, in accordance with their annual base salary, and after completing the probationary period. Life insurance will be set as below:

All Employees - two times annual base earnings. This amount is rounded to the next higher \$1,000.00 if not already a multiple thereof.

Dependent Coverage –

Spouse	\$10,000
Children over 14 days	\$ 6,000

SECTION 28.02(b)

Accidental Death & Dismemberment Insurance (AD&D)

All employees eligible for Life Insurance will have coverage for an AD&D benefit of one time their annual base salary. This amount is rounded to the next higher \$1000.00 if not already a multiple thereof.

SECTION 28.04 Extended Health

Following ninety (90) calendar days of service with the company, all employees, including their families, are entitled to benefits under the provisions of the insurance company's Health Care Plan, with an annual deductible of twenty-five (25) dollars per employee for Single coverage and fifty (50) dollars for Family coverage for all covered expenses except prescription drugs. The prescription drugs portion of the Extended Health Plan will be covered by a generic drug plan card (two (2) cards to be issued per family), provided by the insurance company. Each purchase of prescription drugs under this plan will be subject to a five (5) dollar deductible amount to be paid by the employee at the time of each purchase.

SECTION 28.05 Short Term Disability Income

Employees who meet eligibility requirements and after completing the probationary period, who through accident or illness are unable to earn their living, will be entitled to two-thirds (2/3) of their basic weekly earnings, for a period not exceeding fifteen (15) weeks.

Weekly benefits will begin with the first day of disability due to injury, or the third working day if disability is due to illness. In the event an employee works part of, but no more than four (4) hours of, his regularly scheduled shift and is absent for the balance of that shift due to verified illness, the remainder of that shift will constitute half ($\frac{1}{2}$) a day of the two (2) day waiting period applicable to an illness claim. This plan will be administered by the insurance company.

If a delay occurs with a Short Term Disability (STD) claim, the Company will work with the employee to provide the insurance carrier with the necessary information to accelerate the processing of the claim.

Income benefits received under Workers' Compensation and any other type of insurance benefit, will be deducted from payments made by the insurance company.

Any dispute regarding the payment of benefits will be subject to the grievance and arbitration provisions of the Collective Agreement.

SECTION 28.06 Long Term Disability Income

After completing the probationary period, an employee is eligible for long term disability insurance coverage. Should disability last for more than fifteen (15) weeks, eligible employees are entitled to long term disability benefits, payable by the insurance company. Benefits will be sixty-six and two-thirds ($66\frac{2}{3}$) percent of the employee's insured rate to a maximum of twenty-five hundred dollars (2,500) per month. Disability must be severe enough to prevent the employee from performing his regular work with the Company as

defined by the insurance company. House confinement is not required, but the employee must be under the regular care and treatment of a doctor. If the employee is subject to disability payments under Workers' Compensation, or from other sources, such payments will form part of, and be considered in the payment of benefits as set out herein. The long term disability protection will be administered in accordance with the terms of the contract with the insurance company.

SECTION 28.07 If an employee is injured on the job, as a result of which he is required to leave the job, he shall be paid for the balance of his regular shift.

SECTION 28.08 Pension Plan

- (a) The pension plan effective January 1, 1968 is provided for employees in the bargaining unit. It is described in the explanatory booklet "Longyear Canada Retirement Plan "A" for Hourly-rated Employees", dated May 1, 1983.
- (b) It is fully financed by the Company.
- (c) The Company shall not reduce the benefits for the pension plan for the life of this Agreement.
- (d) Each member who attains his normal retirement date will thereupon become entitled to a normal pension, the monthly amount thereof to be equal to the sum of fifty-seven dollars (\$57.00) for all years of pensionable service.

- (e) Pension Plan will provide vesting rights, with no age limit requirement:
 - a) after five (5) years of employment for service prior to January 01, 1987, and
 - b) after two (2) years of employment for service after January 01, 1987.
- (f) The Company will provide the Union with a copy of the Actuarial Report(s) covering the Pension Plan.
- (g) Employees will have the option to retire at age sixty-four (64) with unreduced pension providing ten (10) years of service with a supplemental pension benefit payable from age sixty-four (64) to age sixty-five (65) of fifteen (15) dollars per month multiplied by years of service.
- (h) Effective May 1, 2001, an employee may retire as early as age 60 subject to an early retirement pension reduction of 5% per annum from age 65.
- (i) Effective May 1, 2004, an employee who has attained age 60, and age plus years of credited pension service totals at least 90, may retire with an unreduced pension.
- (j) Effective February 6, 2011 no new employees will be permitted to join the Defined Benefit Plan. Employees in the Defined Benefit plan at present can remain in

the plan at \$57.00 per month of service – the service will continue to accrue.

In the alternative, the employees who are members of the Defined Benefit Plan and are actively at work as of April 30, 2014 may elect to transfer into the Defined Contribution plan during any January of any year. If an employee makes this election, the Company will make an initial contribution in a manner permitted by the Pension Regulator of \$2,200 into the employees Defined Contribution account.

Employees cannot accrue pensionable service in both the Defined Benefits Pension Plan and the Defined Contribution Pension Plan simultaneously.

- (k) From the date of ratification forward (February 6, 2011), all new hires will be eligible to join the Defined Contribution Plan after they have passed their Probationary Period. The contribution level for the Employee will be a minimum of 2% and for the Employer – 3%. The plan details will be shared with the Union.

Contributions will be based on the employee's gross earnings which shall be deemed to include regular wages, overtime, vacation pay, bereavement leave, jury duty and paid holidays.

Employer contribution: 3% 1-3 yrs of service

Employer contribution: 4% 4-9 yrs of service
Employer contribution: 5% 10 plus years of service

Employees moving to the DC Plan during this Agreement will be entitled to an Employer contribution of at least 4% of his gross earnings, notwithstanding his actual service with the Employer.

For the employees who were recalled after the last layoff and after exhausting their recall rights, and who did not cash out their prior plan – the Company will recognize the service in the prior plan prior to the layoff as well as service in the plan since recall.

SECTION 28.09 Basic Dental Plan

After completing nine (9) months of service with the Company, all employees, including their families, will have coverage under the provisions of the Company's Dental Plan for Bargaining Unit Employees with the insurance company which will cover the 2013 O.D.A. Schedule of Fees. Effective May 1 2015; the 2014 O.D.A. Schedule of Fees and effective May 1 2016, the 2015 O.D.A. Schedule of Fees. Orthodontic coverage for children will be reimbursed at a level of fifty percent (50 %) with a lifetime maximum of \$2,000. The annual maximum for basic dental coverage is \$2,000.

SECTION 28.10 Vision Care

After completing nine (9) months of service with the Company, all employees, including their families, will have coverage under the provisions of the Company's Vision Care Plan for Bargaining Unit Employees with the insurance company. Upon ratification, glasses and contact lenses required to correct vision when provided by a licensed ophthalmologist, optometrist or optician will be covered to a maximum of two hundred and seventy-five (275) dollars every 24 months. In addition, employees, including their families will be eligible for one (1) eye exam every twenty-four (24) months to a maximum of eighty-five (85) dollars per exam.

SECTION 28.11 Sick Leave Benefits

- (a) For the purpose of determining sick leave entitlement, the benefit year shall be considered as the twelve (12) month period ending December 31st each year.
- (b) Employees shall be entitled to Sick Leave Credits, during the current benefit year, at the employee's normal rate of pay, in accordance with the following schedule based on the employee's length of service as of December 31st of the previous benefit year:
 - 1 day of sick leave for 3 months service, but less than 6 months service.
 - 3 days of sick leave for 6 months service, but less than 1 year service.

6 days of sick leave for 1 year service, but less than 2 years service.

10 days of sick leave for 2 years service, but less than 3 years service.

12 days of sick leave for 3 years service, but less than 4 years service.

14 days of sick leave for 4 or more years of service.

The term "service" used in this Section is equivalent to the calculation used to determine vacation service calculations as per Section 26.12.

- (c) Sick leave benefits shall begin with the first scheduled working day when absence is due to non-compensable injury and with the third scheduled working day when absence is due to illness.
- (d) Sick leave shall be paid to supplement the short term disability insurance plan and payment will be made in accordance with the insurance plan during periods of absence due to illness or non-compensable accidents. The sick leave credits, if any, will be reduced to supplement the insurance plan to provide the employee with his regular wages, after the qualifying period outlined in Section (c). Sick leave shall not be paid for any day where an employee receives compensation elsewhere in this Agreement.
- (e) Sick leave credits are not cumulative from year to year. The employer, in February or

March of each year, shall pay each employee for one and one-half (1-1/2) hours at his normal rate of pay for each day of unused sick leave.

- (f) An employee who is subject to prorated vacation, will have sick leave credits in the following year also prorated accordingly as per Section 26.11.
- (g) The employer shall require a medical certificate certifying to an employee's inability to work, before paying any sick leave benefits to employees.

SECTION 28.12 It is understood the Company's contributions to all employee benefits, outlined under Section 28, shall cease when employees are:

- (a) On strike.
- (b) Laid off for more than thirty-one (31) days.
- (c) On leave of absence in excess of one (1) month.

SECTION 28.13 It is understood that the waiting periods for entry into the fringe benefit plans, as outlined in Sections 28.02 through 28.06, 28.09 and 28.10 shall apply only to new employees. An employee on layoff, who is recalled for temporary or permanent work, as outlined in Section 12.06 and 12.07, shall have fringe benefits reinstated upon the first day of return to work.

SECTION 28.14 The Company may change benefit providers as indicated in Article 28. If a change is made, the Company will ensure that the level of benefits will be maintained.

SECTION 28.15 Decisions Arbitrable

Decisions of the Carrier in respect of an employee's eligibility for entry into a benefits plan set out above, with the exception of LTD coverage or in respect of entitlement under a plan outlined above, are subject to the grievance and arbitration procedure with the Carrier as a party to the grievance process, it being understood that the current Carrier will be informed of this obligation at the time of renewal of this agreement, at which point this provision will apply.

ARTICLE 29

General Benefits

SECTION 29.01 The Company will pay one hundred (100) percent of the cost of two (2) sets of uniforms or coveralls per contract year. Employees within the Maintenance Group will be eligible for four (4) sets per contract year. Uniforms must be worn by all shop employees, with the style and colour to be negotiated between the Company and the Union. Uniforms must be to reasonable standards at all times. The Company will institute a process under which employees will be entitled to source their uniforms directly through the Employer's designated supplier.

It is understood that the provision of uniforms, as set out in this Section, will apply only to permanent

employees of the Company covered by this Agreement, who are on the payroll and actively at work. An employee on temporary recall, as defined in Section 12.07, will not be eligible for the provision of uniforms, as set out in this Section.

ARTICLE 30

Wage Premiums

SECTION 30.01 The Company shall pay the following shift differential pay:

1. For shifts starting between 2:00 p.m. and 10:00 p.m. – one dollar (\$1.00) per hour.
2. Effective September 4, 2017, for shifts starting between 10:00 p.m. and 6:00 a.m. – one dollar and thirty-five cents (\$1.35) per hour.

Effective the first full pay following May 1, 2018, the Night Shift Premium will increase to \$1.70 per hour.

SECTION 30.02 An employee, whose regular schedule entails work on Sunday, shall be paid, in addition to any shift premium applicable, a premium of sixty-five (65) cents per hour for each hour so worked on Sunday.

SECTION 30.03 The Company may from time to time, as it deems necessary, appoint or delete Lead Hands to oversee a department or specific part of the

operation. The Lead Hand shall receive one dollar and seventy-five cents (\$1.75) per hour over and above the regular hourly rate of his classification for all hours worked. The Lead Hand shall not be called upon to discipline an employee.

SECTION 30.04 In areas where a “Lead Hand” has been designated, and the employee so designated is absent for any reason, the next qualified Senior Man in the designated work area may be assigned to the Lead Hand position if the Company deems it necessary. Consistent with the provisions of Article 12, and providing he is leading more than one employee, he shall receive one dollar and seventy-five cents (\$1.75) per hour over and above the regular hourly rate for his classification for all hours worked in this capacity. Regardless of the period of any Lead Hand designation, the Company reserves the right to remove the designation and premium to any Lead Hand by providing 10 (ten) days’ notice to the Lead Hand.

ARTICLE 31- WAGES

For the contract year May 1, 2017 to April 30, 2018, a \$1,000 lump sum payment – to be paid on a separate cheque as soon as possible following ratification

May 1, 2018 - 1.5% increase to all rates

May 1, 2019 - 1.5% increase to all rates

31.01 North Bay Shop - Rate Classifications

Classifications	1-May-17		1-May-18		1-May-19	
	Base Rate	Top Rate	Base Rate	Top Rate	Base Rate	Top Rate
Manufacturing Shops						
<u>Group "A"</u>						
Tool & Fixture Maker		\$ 29.58		\$ 30.02		\$ 30.47
Fitter (Assembly Hydraulics)		\$ 29.27		\$ 29.71		\$ 30.15
Chief Inspector		\$ 29.27		\$ 29.71		\$ 30.15
Inspector		\$ 28.95		\$ 29.38		\$ 29.82
Assemblyman		\$ 28.95		\$ 29.38		\$ 29.82
Heat Treat Operator	\$ 17.43	\$ 28.95	\$ 17.69	\$ 29.38	\$ 17.96	\$ 29.82
Rod Cell Operator (with Heat Treat)	\$ 17.43	\$ 28.95	\$ 17.69	\$ 29.38	\$ 17.96	\$ 29.82
<u>Group "B"</u>						
NC & CNC Lathe	\$ 17.43	\$ 28.95	\$ 17.69	\$ 29.38	\$ 17.96	\$ 29.82
CNC Miller	\$ 17.43	\$ 28.95	\$ 17.69	\$ 29.38	\$ 17.96	\$ 29.82
Welder	\$ 17.43	\$ 28.95	\$ 17.69	\$ 29.38	\$ 17.96	\$ 29.82
Rod Cell Operator (No Heat Treat)	\$ 17.43	\$ 28.95	\$ 17.69	\$ 29.38	\$ 17.96	\$ 29.82
<u>Group "C"</u>						
Manual Equipment Operator Spray Welder/Coupling Grinder, Core Spring Splitter/Grinder Broachers and Saws	\$ 17.43	\$ 26.54	\$ 17.69	\$ 26.94	\$ 17.96	\$ 27.34

57 b

Stockroom Classifications							
<u>Group "A"</u>							
Shipper & Receiver	\$ 17.43	\$ 26.54	\$ 17.69	\$ 26.94	\$ 17.96	\$ 27.34	
Stockperson	\$ 17.43	\$ 25.31	\$ 17.69	\$ 25.69	\$ 17.96	\$ 26.07	
Forklift	\$ 17.43	\$ 25.11	\$ 17.69	\$ 25.49	\$ 17.96	\$ 25.87	
Driver (1 Ton or 5 Ton)	\$ 17.43	\$ 25.11	\$ 17.69	\$ 25.49	\$ 17.96	\$ 25.87	
<u>Group "B"</u>							
Labourer	\$ 17.43	\$ 24.70	\$ 17.69	\$ 25.07	\$ 17.96	\$ 25.45	
Maintenance							
<u>Group "A"</u>							
Machine Maintenance	\$ 20.87	\$ 32.47	\$ 21.18	\$ 32.96	\$ 21.50	\$ 33.45	

SECTION 31.03 (a) In cases of emergency and to ensure ongoing efficient operations during off shifts or when a production welder is unavailable, a Millwright may be called upon to perform non-production welding operations. A production welder's primary responsibility is production welding.

SECTION 31.03 (b) To ensure ongoing efficient operations of the plant, Lead Hands and Heat Treat Operators with valid forklift licenses will be permitted to operate the Forklifts for production requirements when a stockroom person is not readily available.

SECTION 31.03 (c) Cell operators will perform packaging requirements in Cells 1,2,6,7 and 8 to ensure product is completely prepared for shipping.

SECTION 31.04 Employees in section 31.01, 31.02 and 31.03 shall receive a wage increase of eighty (80) cents per hour every six (6) months except for NC and CNC lathes, and CNC millers in Group "B", Section 31.01, Heat Treat Operators and Rod Cell Operators in Group "A" 31.01 and Machine Maintenance personnel in Group "A" 31.03 who shall receive a wage increase of one (1.00) dollar per hour every six (6) months until the maximum rate for their classifications has been reached. It is provided, however, that any absence(s) in excess of thirty (30) working days shall not be used for the purpose of this Section. The increment entitlement date shall be adjusted by the length of the aforementioned period(s) of absence.

Nothing contained herein shall prevent the Company from accelerating an employee through the range of

classification rates referred to in this Article, for meritorious service.

SECTION 31.05 An employee who has worked in any classification for twelve (12) calendar months, who may be reassigned to a lower classification, due to layoff, shall retain the rate of pay being paid prior to the reassignment. In situations where an employee is recalled from layoff, as defined in Article 12, and is assigned to a lower rated classification, he shall be paid the top wage rate of that classification or the wage rate he was being paid prior to his layoff, whichever is lower. In the event that an employee is subsequently reinstated to the former position held prior to his layoff, he shall receive his former pay rate for that position.

SECTION 31.06

If during the term of this Agreement a new classification not outlined in Article 31, is established by the Company, the Company shall set the wage rate and notify the Union in writing. The Union shall have ten (10) working days from the date of said letter to notify the Company of its position with respect to the above mentioned wage rate. Should the Union disagree with the Company's position in this matter, a meeting between the Union and the Company shall be held within five (5) working days of the Union's response. If within fifteen (15) working days of the discussions, agreement has not been reached, the question may be referred to arbitration. It is understood that the arbitrator may use no criteria other than the relationship the new job bears to the wage rates set out in Article 31.

SECTION 31.07-Students

- (a) The Company may hire students during the school vacation period, at the appropriate student rate, providing such employment does not result in the displacement of regular employees or prevent the recall of regular employees, who are on lay-off.

- (b) All provisions of this Agreement shall apply to Student Help, except that seniority shall not accrue to such Student Help unless they are retained by the Company as regular employees following the school vacation period, at which time their seniority shall commence with their original date of hire.

Student rate will be seventy-five (75) percent of minimum rate.

- (c) The Company may hire a maximum of five (5) students registered in a Registered Trade School to work during the school term with modified hours in a hands-on training capacity, unless otherwise mutually agreed. These students will work at all times with a member of the bargaining unit. The provisions of Section 31.07 (b) shall apply with the exception of the Hours of Work provision, in consideration of the student's ongoing attendance in school. Such students shall receive the same hourly wage as set out in 31.07(b). Students will be paid at their regular rate for all hours worked to a maximum forty (40) hours per week.

Students on this program will not be eligible to work overtime shifts.

A formal program which marks the student's progress through a training checklist will be developed. The Parties will mutually create the checklist through the Safety and Health Committee. The member of the bargaining unit who is training the student will sign the check off list as the student completes each task to the trainer's satisfaction, with input from the student and from the Supervisor.

The hiring of students during the school term will not result in the displacement of regular employees or prevent the recall of regular employees who are on lay-off.

ARTICLE 32

Cost-of-Living-Allowance

C.O.L.A.

The standard of living of employees shall be protected by a cost-of-living allowance (C.O.L.A.) to be determined as follows:

- a. The starting or base figure shall be the figure published for the month of April in each contract year (i.e. for 2014 it is the figure for April 2014) and so on for each subsequent contract year and the amount of C.O.L.A. shall be determined on the basis of one (1) cent per hour for each full .35 change in the

C.P.I. Effective in May of each contract year the base becomes April of that contract year.

- b. The formula outlined in (a) above will be applicable only after the C.P.I. has risen a full seven (7) percent from the April base level. The first payment of C.O.L.A. shall take effect with the first full pay period of the month immediately following the month in which the C.P.I. exceeds seven (7) percent. Subsequent adjustments to C.O.L.A. shall take effect with the first full pay period of each month.

- c. C.O.L.A. adjustments shall be calculated in accordance with (a) and (b) above and shall be folded into wage rates at the end of each contract year. The Cost-of-Living allowance payment shall be an "Adder" and shall not be part of an employee's wage rate. Such payment shall be payable for hours actually worked. (See example). It shall not be part of an employee's pay for any other purpose, and shall not be used in the calculation of any other pay, allowance, or benefit, except in the calculation of vacation.

Example

If an employee worked eighty (80) regular hours and five (5) hours overtime, when the Cost-of-Living adjustment was at eight (8), he would earn 85 hours x \$0.08 = \$6.80 in Cost-of-Living Allowance.

- d. In the event that the base, upon which the C.P.I. is presently calculated, changes, the C.O.L.A. shall continue to be calculated on the existing basis. If this is not possible, the parties shall agree on a new basis for calculation.
- e. C.O.L.A. is only applicable to permanent employees and not to students.

ARTICLE 33

Apprenticeship Training

It is agreed that the Company, at its discretion may have Apprentices.

An Apprenticeship Committee shall be formed to mutually agree upon and recommend schedules and regulations for the betterment of Apprenticeship training.

All schedules and regulations shall conform to Provincial Government Apprenticeship standards.

This Committee will consist of two (2) Representatives appointed by the Union and two (2) Representatives appointed by the Company.

The Joint Apprenticeship Committee will be established during 2005. This committee will pursue available programs for apprenticeship training through the Ontario government. When the company determines that a need for an apprentice is necessary, employees may apply to the Company to enter the program. Upon successful completion of each year of

the program, the company will reimburse the costs for tuition and text books and/or manuals required for the program.

ARTICLE 34

Duration of Agreement

SECTION 34.01 This Agreement shall become effective the first day of May, 2017 and shall continue in effect until the 30th day of April, 2020, and shall thereafter continue from year to year unless either party gives notice in writing, of its intention to terminate the Agreement or to enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than ninety (90) days prior to any such yearly date of termination.

SECTION 34.02 If notice of intention to amend is given by either party pursuant to 34.01, such negotiations shall commence not later than fifteen (15) days after the date of such written notice.

SECTION 34.03 Negotiations pursuant to this Article 34 shall be conducted with the Company by a Union Committee of not more than five (5) members, who shall be employees of the Company covered by this agreement and shall be on the payroll and actively at work. The Union committee will be paid for the hours spent negotiating with Management representatives up to a maximum of eight (8) hours per day and up to a maximum of eighty-four (84) hours each to be paid at their regular base hourly wage rate. An International Representative of the Union may

participate in these meetings at the request of either party.

SECTION 34.04 Severance Pay

In the event of a permanent and complete closure of the plant in North Bay, the Company will increase the maximum under the provincial severance pay regulations from 26 weeks to 36 weeks for all full time permanent employees. This provision has a maximum of 36 weeks which will include any regulatory requirements on severance payments.

SECTION 34.05 It shall be the responsibility of employees to inform the Company of any personal address and telephone number changes for personnel records.

SECTION 34.06 Union Training Fund

The Company will make an annual payment of \$900 to the Union Training Fund.

SECTION 34.07 Duly executed by the parties hereto, this 17th day of August 2017.

For the Union:

R. Martin
P. Gravel
C. Lamb
S. Dias
C. White

For the Company:

J. Cherewyk
M. McNeil
C. Zuback
M. Winter

LETTERS OF UNDERSTANDING

Letter of Understanding – Technological Change

A Joint Training Committee comprised of two Union and two Company representatives will be formed for the purposes of introducing technological changes in the North Bay plant such as:

- Introduction of new manufacturing work cells or,
- New or changed process or,
- Multi-tasking or,
- Technologically improved equipment.

The Committee will meet to discuss the following subjects:

- Assist in identifying upcoming technological advances
- Identify employee training and retraining needs.
- Prioritize training requirements
- Establish training plans
- Meet as required to review employee training needs
- Evaluate programs to ensure they accomplish the intended training program objectives.
- Maximize opportunities for employees to progress with advancing technology.
- Encourage employees to upgrade or enhance job skills keeping pace with state-of-the-art technology. Encourage employees to develop skills to meet new or job change requirements.

- Record and post Committee meeting minutes.

Wherever practical, the Company will inform the Committee of the development of new technology and work processes in the plant. Prior to any major technological change, the Company will make every effort to advise the Union 90 days in advance.

Letter of Understanding – Lead Hands

The Union and the Company mutually agree to the following concerning Lead Hands.

Essential Duties

- Assist Supervisor with coordination of the workforce to meet customer requirements.
- Have input on process and tooling requirements
- Assist in solving problems encountered on shift as directed by a supervisor.
- Assist in accident investigation, when required
- Assist Supervisor in ensuring all Company Safety rules and Occupational Health and Safety rules are followed.
- Assist Supervisor in maintaining an organized, clean and efficient workplace.
- Ensure quality procedures and inspections are followed and documented.
- Assist with equipment set up and validation/inspections when required by a Supervisor
- Evacuation plan – In case of an emergency, the lead hand will assist the supervisor to ensure that the plant has been evacuated.
- Fill in as required during a partial shift absence of another employee
- No authority to discipline or discharge

Selection criteria

- Reliable and dependable

- Leadership, communication and team building skills
- Self-motivated
- Willing to take initiative
- Computer skills
- Knowledge of processes and quality procedures
- Problem solving skills
- First Aid knowledge

Posting

The requirement for lead hands will be posted. Interested employees can sign the posting.

The Company will select an employee based on the above selection criteria.

The posting will be limited to the filling of the current vacancies.

Letter of Understanding-Training of New Employees

The parties commit to work together during the life of the collective agreement to develop the role of Lead Hand; work to develop the role of Team Leader; and consider ways to develop a process of in house training that recognizes that new hires are typically unskilled and require a formalized incremental training program in order to move through the Job Class structure.

Letter of Understanding – Contracting Out

The Company will notify the Union of decisions to subcontract out to third parties and consult with the Union to explore alternatives to such subcontracting out. When it is possible to do so, such notification will be in advance of the actual subcontracting.

The Union will be afforded the opportunity to comment on the Company's plans through the Joint Subcontracting Out Committee. Every reasonable effort will be made to retain work currently performed by qualified bargaining unit employees provided the following criteria is met; cost objectives, capacity to do the work, and delivery requirements for customers. The Joint Subcontracting Out Committee shall be made up of up to three members from Management and up to three members of the Union. This Committee will meet after the end of each calendar quarter, or as requested by either party.

When the Company finds it necessary to lay off Bargaining Unit employees, both parties will meet to discuss any Bargaining Unit work outsourced to third parties for the purpose of evaluating whether it is efficient and meets the company's cost objectives, capacity to do the work and customer delivery requirements. The Company will make every effort to return certain work in order to minimize permanent job losses.

This policy shall have no application to work subcontracted in the fulfillment of warranty obligations nor work which a vendor performs to prove out equipment.

Letter of Understanding – Contracting In

The Employer agrees that issues related to Contracting In are suitable topics for discussions between the Union Committee and the Company as set out under Article 7.02.

Two representatives from the Shop Committee and the Company will discuss Technological Change and Contracting Out as permitted in the Letter of Understandings in the Agreement.

The Committees shall meet throughout the life of the Agreement.

Letter of Understanding – Static Shift

Should the Company offer a static shift, it will offer the shift to the most senior qualified employee who is interested in the shift

Letter of Intent and Understanding

The Union and the Company recognize the mutual benefit of working in partnership to achieve our common goals for the workplace. The Company and the Union also join together in support of building a culture that emphasizes greater employee participation in the production process at the North Bay Plants. We will work in alliance to improve the Company's competitive positions while also working to achieve a positive work life culture and job security. Such a partnership will create a partnership agreement that will:

- Provide a vehicle to improve the profitability of the Company, thereby providing an environment that promotes job security.
- Promote efficient use of resources.
- Recognize the benefit of workers providing input into the decisions that affect the plants profitability and decisions that affect their work life.
- More effectively provide value to our customers.
- Provide a stable learning-oriented environment for members and employees.
- Create a highly trained, flexible proactive workforce.

Both parties will work to advance the development of a High Performance, agile workforce. Resources required for this initiative shall be agreed to by both parties, and any cost increases related to this initiative must be approved by the Company.

The planning and implementation of the partnership agreement shall be administered by a joint Union/Management Steering Committee.

It is understood that the process will not compromise the Union's right to represent its members on the work floor, in the bargaining process, or compromise the rights of the Company to operate its business, subject to the provisions of the collective bargaining agreement, or the Company's obligation to meet customer and business expectations.

Letter of Understanding – 4 X 10 Shift Schedule – Afternoon Shift for those working a two shift work schedule.

The Parties will implement a 4 x 10 shift schedule on September 18, 2017 on the following basis:

1. The shift will be implemented for the life of the Agreement
2. Start and Finish times will be Monday – Thursday 4:30 p.m. to 3:00 a.m.

Effective the first full pay following May 1, 2018 – Start and Finish times will be 4:00 pm. To 2:00 am.

3. The regular work week of 40 hours will apply
4. Overtime will be applied for hours worked in excess of 10 hours per day
5. Statutory Holidays, floaters will be paid at 10 hours per day when the employee is working the 10 hour afternoon shift; otherwise 8 hours per pay.
6. Bereavement and Jury Duty shall be calculated and drawn in 10-hour increments to a maximum of 40 hours.
7. Vacation time off will be drawn in 10-hour increments for each day taken from a bank based on the 8 hour equivalent for the number of days of entitlement.

8. Shift premiums will be paid at the afternoon rate as set out in Article 30.01 (\$1.00)
9. Break times will be as follows:
 - 6:30 p.m. (15 minutes)
 - Lunch as scheduled
 - 11:00 p.m. (15 minutes)
 - 1:00 a.m. (15 minutes)

Effective the first full pay following May 1, 2018:

- 6:00 p.m. (15 minutes)
 - Lunch as scheduled
 - 10:00 p.m. (15 minutes)
 - 12:30 a.m. (15 minutes)
10. The 4 x 10 hour shift change (introduction or discontinuation) will not activate Bumping Rights as per Section 12.02

Letter of Understanding- Early Retirement

Parameters re Early Retirement Bridging options under the Defined Benefits plan.

Eligible persons:

- persons who are at least age 55
- persons who have at least 25 years service in the DB Pension plan
- During this Agreement term the Company will supplement the resulting pension by \$300 per month for maximum period of 36 months or age 65, whichever occurs sooner
- Company will provide Extended Health for the three year bridging period
- Persons who choose the option to retire early would receive the pension available at the time they make the decision to retire over the three year term (we cannot offer an actuarially unreduced pension)
- In the alternative the employee at age 60 can elect to take the Extended Health Care Benefits only for a period of five (5) years to age 65 in conjunction with the existing terms of the Defined Benefit Pension Plan.

CONTINUOUS SHIFT

A G R E E M E N T

Between

BOART LONGYEAR MANUFACTURING CANADA

and

THE

INTERNATIONAL

ASSOCIATION OF

MACHINISTS AND

AEROSPACE WORKERS

Local Lodge No. 2412

REPRESENTING PART 2

OF THE COLLECTIVE AGREEMENT

May 1, 2017 – April 30, 2020

PART 2

CONTINUOUS SHIFT OPERATION

The Company may introduce a continuous shift schedule for the following job classifications operating seven (7) days a week, twenty-four (24) hours a day: Rod Cell Operators, Heat Treat Operators, Big Bore CNC Lathe Operators, associated with tubing production, and Plant Maintenance (one (1) Maintenance personnel per 24/7 shift. It is understood that work done by the Maintenance personnel will not be limited to machines operating on the 24/7 shift). The 24/7 continuous shift will also be extended to include Stockroom (Labourers and Fork Lift Drivers) in support of the Tubing area.

When this schedule is implemented then the provisions in Part Two (2) of this agreement will take precedence and override similar provisions in Part One (1) of the agreement.

In the case of immediate production needs (customer demands) work under 3 5/8" may be performed on Big Bore CNC Lathes provided the Union is notified of the needs for such requirements.

Positions will be offered first on a voluntary basis (in the case of 24/7 shifts in existence at the time of ratification the current personnel working in those shifts will be offered the opportunity to remain in those shifts). Any remaining vacancies will be posted. Where vacancies remain after the completion of the job posting process, they will be filled from the bottom of the seniority list

SECTION 1 – Definitions

SECTION 1(a) – Working Days

References to “working days” in Part One of the Collective Agreement used in Part Two shall mean:

- (a) For Articles 8, 10, 13, 28.11(f), and 31.06: “working days” shall be counted as consecutive calendar days exclusive of Saturdays and Sundays.
- (b) For Articles 12.04, 12.05, 12.06, 12.07, and 12.08: “working days” shall be counted as actual days on which the employee is scheduled to work or for which an employee is required to work.

SECTION 2 – Continuous Shift Area

The continuous shift operation will be for the following: Rod Cell Operators, Heat Treat Operators, Big Bore CNC Lathe Operators associated with tubing production, Plant Maintenance and Stockroom (Labourer and Fork Lift Drivers) in support of the Tubing area. The Company agrees that this will not be extended to other departments or equipment unless it has been mutually agreed with the Union.

SECTION 3 - Hours of Work

SECTION 3 (a) – Continuous Shift Schedule Indicator

The company may introduce, after 30 days notice to the union and employees, a 24 X 7 (two (2) twelve hour shifts per day, seven (7) days per week) shift schedule when business demands demonstrate upward pressure on our business measured by: orders booked, lead-times, and backlog, and when business levels are 50% higher than our 2001 monthly average.

The company does not intend to schedule 12-hour shifts unless demands as indicated above require it.

Similarly, when demands decline, the company will revert back to the 3X5 (Monday to Friday) shift schedule by providing thirty (30) days notice to the Union and employees.

SECTION 3(b) – Work Week

The workweek shall commence at 6 a.m. Monday and end at 6 a.m. the following Monday.

The normal number of daily hours of work shall be twelve (12) hours, in accordance with the attached schedule.

An employee's normal workday shall consist of twelve (12) consecutive hours within the workday.

SECTION 3(c) – Regular Shifts

Where two (2) shifts in the continuous shift operation are being operated, the following starting and finishing times will apply:

(a) 6 a.m. – 6 p.m.

(b) 6 p.m. – 6 a.m.

SECTION 3(d) – Shift Rotation

The twelve (12) hour shift rotation shall be agreed upon with the Union.

SECTION 3(e) – Work Schedule Posting

Work schedules shall be posted not later than 14 days for the cycle and shall indicate the shift, job or anticipated job position and workweek of each employee.

SECTION 4 - Overtime

SECTION 4(a) – Pay on Scheduled Rest Days

All hours worked in excess of twelve (12) hours per regular workday shall be paid at a rate of time and one-half (1-1/2). All hours worked on an employee's first day off shall be paid at a rate of time and one-half (1-1/2). If an employee works on two (2) consecutive days off, the employee will be paid at the rate of double time (2) for all hours worked on the second consecutive day.

SECTION 4(b) – Shift Exchanges

An employee shall not be paid at the rate of time and one-half (1-1/2) or double time for work if such work, with the permission of the supervisor is performed by

the employee at his regularly scheduled working hours by special arrangement with another or other employees who may wish to change or exchange working hours.

SECTION 4(c) – Call in List

A Call-In List will be established for continuous shift employees. If an employee completing his regular rotation wishes to be contacted for overtime to fill a vacancy, he must include his name on the Call-In List. Preference will be given to the employee who regularly performs the job, followed by the seniority, skills and abilities of other employees.

SECTION 5 - Shift Premiums

Employees working in the Continuous Shift will be paid an additional \$2.15 per hour for both shifts (excluding shift differential).

SECTION 6 - Special Allowances

SECTION 6(a) – Lunch Periods

A thirty (30) minute lunch period shall be allowed with pay.

SECTION 6(b) – Rest Periods

There shall be three (3) paid fifteen (15) minute rest periods each shift.

SECTION 6(c) – Wash Up

There shall be a three (3) minute wash-up period prior to lunch break and end of workday, also at the end of each period of overtime.

SECTION 6(d) – Paid Time Off Entitlements

Entitlements under the collective Agreement for holidays, vacations, sick days, and other days of paid time away from work shall be translated into hours on the basis of eight (8) hours per day of entitlement. An employee working the continuous shift schedule shall be entitled to the same number of hours of holiday, vacation, sick pay and other days of paid time away from work as other employees covered by the Collective Agreement which shall be drawn in 12-hour increments for each day taken from regularly scheduled work.

Bereavement Leave and Jury Duty entitlement shall be calculated and drawn in 12-hour increments.

SECTION 6(f) – Statutory Holidays

Statutory Holidays will be paid in accordance with Continuous Shift Operations as follows:

When Statutory Holiday is worked:

Statutory Holiday entitlement and pay will start with the commencement of the shift coinciding with the holiday.

Payment at 1 ½ times the regular hourly rate for all hours worked and payment for the Statutory holiday.

When Statutory Holiday falls on a regular scheduled day off and is not worked:

Payment at regular hourly rate X regular scheduled hours or a substituted day off to be scheduled within 3 months of the holiday.

When Statutory Holiday falls on a regular scheduled day off and is worked:

Statutory Holiday entitlement and pay will start with the commencement of the shift coinciding with the holiday.

Payment at 1½ times the regular hourly rate for all hours worked and payment for the Statutory holiday.

SECTION 7 - Pay Periods

Except in cases beyond the Company's control, pay shall be issued as follows:

- (a) Every second Thursday. Should any of these days fall on a holiday then payday shall be the day preceding.
- (b) At 8.00 a.m. Friday for those employees coming off shift at that time.

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Part 2

Continuous Shift Agreement

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