

COLLECTIVE

BETWEEN

ORENDA ENGINES LIMITED

AND

TECHNICAL ASSOCIATES LODGE 1922
INTERNATIONAL ASSOCIATION OF MACHINISTS

SCHEDULE "B"

of the

MASTER AGREEMENT

contained herein

Effective September 24th, 1955



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MEMORANDUM OF MASTER AGREEMENT made this 23rd day of September 1955.

BETWEEN:

A. V. ROE CANADA LIMITED hereinafter called the "Parent Company"

AVRO AIRCRAFT LIMITED

hereinafter called the "Aircraft Company"

ORENDA ENGINES LIMITED

hereinafter called the "Engine Company"

THE INTERNATIONAL ASSOCIATION OF MACHINISTS hereinafter called the "International Union"

TECHNICAL ASSOCIATES LODGE 2030, I.A.M., hereinafter called the "Aircraft Lodge"

TECHNICAL ASSOCIATES LODGE 1922, I.A.M., hereinafter called the "Turbo Lodge"

WHEREAS the Aircraft Lodge and the Aircraft Company have entered into a collective agreement of even date herewith (hereinafter called the "Aircraft Agreement"), Schedule "A", attached hereto;

AND WHEREAS the Turbo Lodge and the Engine Company have entered into a collective agreement of even date herewith (hereinafter called the "Turbo Agreement"), Schedule "B", attached hereto;

AND WHEREAS the Parent Company and the International Union have been made parties hereto for the purpose of giving the guarantees as hereinafter provided;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

 For the purpose of both the Aircraft Agreement and the Turbo Agreement there shall be established a committee of Union representatives and a committee of Management representatives which may meet jointly from time to time.

The Union committee shall consist of the following:

- (a) The President of the Aircraft Lodge.
- (b) The President of the Turbo Lodge.
- (c) The Chairman of the Office Committee, Aircraft Lodge.
- (d) The Chairman of the Office Committee, Turbo Lodge.

The Management committee shall consist of the following:

(a) Two representatives of the Aircraft Company.

(b) Two representatives of the Engine Company.

A representative of the International Union may attend joint meetings of these Committees in an advisory capacity.

- 2. It is agreed that whenever a matter in dispute under the Aircraft Agreement or the Turbo Agreement is common to both the Aircraft Company and the Engine Company the matter will at the request of either party to the Aircraft Agreement or the Turbo Agreement be referred to the Joint Committees before being taken to arbitration. No such matter in dispute shall be referred to the Joint Committees that has not been referred to and dealt with jointly by the Industrial Relations Manager of the Aircraft Company and the Office Committee of the Aircraft Lodge, or by the Industrial Relations Manager of the Engine Company and the Office Committee of the Turbo Lodge, as the case may be. If the Joint Committees agree on the matter in dispute that decision shall be final and binding upon all parties in interest. If the Joint Committees do not agree on the matter in dispute the matter shall be referred to arbitration under the Aircraft Agreement or the Turbo Agreement as the case may be and the decision of the arbitrator shall be final and binding on all parties in interest.
- 3. If notice of intention to amend or terminate either the Turbo Agreement or the Aircraft Agreement is given pursuant to the provisions therein contained, negotiations with respect thereto shall be conducted jointly by representatives of both the Aircraft Company and the Engine Company and representatives of both the Aircraft Lodge and the Turbo Lodge.
- 4. The Parent Company hereby guarantees performance of the obligations of the Aircraft Company and the Engine Company under the Aircraft Agreement and the Turbo Agreement. The International Union hereby guarantees the performance of the obligations of the Aircraft Lodge and the Turbo Lodge under the Aircraft Agreement and the Turbo Agreement.
- 5. This Agreement shall be read with and form part of the Aircraft Agreement Schedule "A" attached hereto, and of the Turbo Agreement, Schedule "B" attached hereto, and,

subject to the express provisions hereof, the administration of the Aircraft Agreement shall be carried out by the Aircraft Company and the Aircraft Lodge and the administration of the Turbo Agreement shall be carried out by the Engine Company and the Turbo Lodge.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

For A. V. ROE CANADA LIMITED

CRAWFORD GORDON, JR.

President and General Manager.

W. H. DICKIE, Vice-President, Industrial Relations.

For AVRO AIRCRAFT LIMITED

FRED T. SMYE, Vice-President and General Manager.

E. F. ALDERTON, Industrial Relations Manager.

For ORENDA ENGINES LIMITED

W. R. McLACHLAN, Vice-President and General Manager.

J. E. NESBITT, Personnel and Industrial Relations Manager.

For the JOINT NEGOTIATING COMMITTEES GEORGE C. PULKER.

Chairman.

ARTHUR A. IVES, RAE DUMARESO.

P. W. O'DONNELL,

A. BREADMAN.

R. McCULLOCH.

DEG G DOON

REG. C. BOON,

R. A. WOOLAND,

C. LACHAPPELLE,

L. A. STOCK, Business Representative.

MIKE RYGUS,

Business Representative.

WILLIAM BOOTHROYD, For the I. A. of M.

P. J. McQUADE, For the I. A. of M.

SCHEDULE "B"

COLLECTIVE AGREEMENT

BETWEEN:

ORENDA ENGINES LIMITED, of the County of Peel, hereinafter called the "COMPANY"

-- and ---

TECHNICAL ASSOCIATES LODGE 1922, I.A.M., hereinafter called the "LODGE".

ARTICLE 1 PURPOSE

1.01 The purpose of this Collective Agreement is to establish the salaries, hours of work and other working conditions of employees covered by this Agreement, and to establish the procedure for final settlement without stoppage of work, on application of either party, of differences concerning the interpretation or violation of any of the provisions of this Agreement.

ARTICLE II RECOGNITION

- 2.01 The Company recognizes the Lodge as the exclusive bargaining agent for the employees covered by this Agreement.
- 2.02 Employees covered by this Agreement shall be all weekly salaried employees of the Company except the following:
 - (a) those employed in a confidential capacity;
 - (b) employees who are registered members of the Association of Professional Engineers of Ontario or who are qualified to become registered members thereof without further examination or who are classified as engineers, it being agreed that no classification shall be titled an engineering classification unless the education normally required for the proper performance of the work is the equivalent of that required to qualify for the said registered membership;
 - (c) employees in security and plant protection departments;

- (d) employees in Industrial Relations and Personnel Departments;
- (e) employees in the Mailing Department other than mail carriers:
- (f) Sub-foremen and Group Leaders;
- (g) Persons who are occupied solely in receiving training and who are not required to perform work or services of use or value to the Company and who are not otherwise classified pursuant to Article XXVII.

ARTICLE III RIGHTS OF MANAGEMENT

3.01 The Lodge acknowledges that it is the exclusive function of the Company

to determine the policy of the Company and manage and direct its operations,

to maintain order, discipline and efficiency, and

to hire, discharge, classify, transfer, promote, demote, lay off and discipline employees provided that a claim that an employee with seniority has been discharged, laid off or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

3.02 The Company agrees that its exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE IV UNION DUES AND UNION MEMBERSHIP

- 4.01 As a condition of employment of every employee under this Agreement the Company shall deduct the amount of monthly Union Dues from his salary each month and shall remit the same to the Lodge on or before the twenty-fifth day of the month in which it is deducted.
- 4.02 The Company shall deduct from the salary of an employee any initiation fee due from him to the Lodge and shall remit the same to the Lodge on or before the twenty-fifth day of the month in which it is deducted.

4.03 As a condition of employment every employee covered by this Agreement who is or shall become a member of the Lodge shall remain a member during the life of this Agreement.

ARTICLE V STRIKES AND LOCKOUTS

- 5.01 Whereas this Agreement provides for the just settlement of differences concerning the interpretation or violation of any of the provisions of this Agreement and binds the parties hereto to accept and abide by the decision of a Committee of Arbitration should they fail to settle any dispute by negotiation:
- 5.02 it is therefore promised and agreed by the parties hereto that during the life of this Agreement or while negotiations for its amendment or renewal are in progress there shall be no strike, slowdown, stoppage of work, or other interference with the operations of the Company by the employees hereby covered or any lockout by the Company.

ARTICLE VI NO DISCRIMINATION

- 6.01 The Lodge and its officials and members shall not use coercion or intimidation or discriminatory action in obtaining new members or in persuading any employee of the Company to participate in Lodge activities; and solicitations of memberships shall not be carried on during working hours.
- 6.02 No employee shall be discriminated against by the Company because of membership or activity in the Lodge, so long as such activities are not carried on during working hours, except as specifically permitted by this Agreement.

ARTICLE VII LODGE REPRESENTATION

- 7.01 The Lodge shall name an Office Committee consisting of three members who shall be employees of the Company covered by this Agreement.
- 7.02 Matters pertaining to the interpretation, application or administration of this Agreement shall be discussed and adjusted by the Company and the Office Committee,

who shall meet at least once each month during working hours with a prepared agenda of matters to be discussed and adjusted. Only Office Committee members shall be present at any such meeting unless the Company shall otherwise agree, except that an International Officer of the International Association of Machinists may be present if either party so requests.

7.03 An executive officer of the Lodge or an Office Committee member shall not be required to work on a shift other than the day shift except with his consent.

Stewards and Chief Stewards

- 7.04 The Lodge may designate and the Company shall recognize Stewards and Chief Stewards for such work areas or groups as shall be agreed by the parties hereto to be reasonable and proper. The Company shall be kept informed of the name of each Steward and Chief Steward and the work area or group for which the Lodge has designated him.
- 7.05 A Steward or Chief Steward shall be permitted the necessary time during working hours without loss of pay to perform the functions provided by Article VIII here-of for the settlement of a complaint or grievance; he shall not leave his work except as provided by the said Article VIII and only after having informed his supervisor as to the nature of his business.
- 7.06 A Chief Steward shall be permitted access to any part of the area for which he is designated (except to such plant areas to which his access is not permissible for reasons of secrecy or security) to deal with complaints and grievances as provided by Article VIII hereof but only after having explained the nature of his business to the Supervisor or foreman of any work area to which he desires access.
- 7.07 Stewards and Chief Stewards shall exercise the privileges herein provided in such manner as to promote good order and discipline and with the least possible interference with the regular duties of their employment.
- 7.08 The Lodge may name one representative as a member of the Safety Committee.

ARTICLE VIII GRIEVANCE PROCEDURE

- 8.01 The parties hereto desire that every complaint shall be dealt with as it justly deserves as quickly as possible and that adjustment of every justified complaint shall be promptly made.
- 8.02 An employee who has a complaint shall discuss it with his supervisor either alone or with his Steward with a view to prompt and fair adjustment.
- 8.03 An employee seeking a change in his classification shall present his request to his supervisor in writing on the appropriate form and shall receive acknowledgement of receipt on a copy of the same and, if the supervisor grants the request, the change of classification shall be effective from the start of the next pay period thereafter.
- 8.04 During the discussion of a grievance if it is mutually agreed that witnesses would aid in settling the grievance they may be requested to attend.

Grievance Procedure-Step No. 1

8.05 Should an employee not receive satisfaction from his supervisor in regard to a complaint made as provided in Section 8.02 hereof, or within three (3) working days of a request for change of classification made as provided in Section 8.03 hereof, he may state his grievance in writing in quadruplicate on the appropriate form and his Steward shall present it to the supervisor concerned with such explanation and discussion as may be necessary for proper understanding of the matter. Within two (2) working days thereafter or within such longer period as may be agreed the supervisor shall return three copies of the form to the Steward with his decision in writing stated thereon.

Grievance Procedure-Step No. 2

8.06 Should the employee not receive satisfaction in Step No. 1 the said written grievance may be presented by the Chief Steward to the appropriate supervisor with such further explanation or discussion as may be necessary, provided that it shall be presented within three

Grievance Procedure-Step No. 3

- 8.07 Should the employee not receive satisfaction in Step No. 2 he may refer the grievance to the Office Committee. It shall be the duty of the Office Committee to seek a just settlement of the grievance; to this end the Chief Steward and the Chairman of the Office Committee or the President of the Lodge shall, during working hours and without loss of pay, take such time and shall have access to any such plant area where work is being performed by employees covered by this Agreement, (except to plant areas to which their access is not permissible for reasons of secrecy or security) as may be reasonably necessary for the proper investigation of the grievance, provided that they shall properly inform all foremen and supervisors concerned as to the nature of their business.
- 8.08 Should the Office Committee consider that a just settlement has not been found it shall present the grievance in writing to the duly authorized representative of the Company within ten (10) working days from the date of the decision provided for by Step No. 2 or within such longer period as may be agreed,
- 8.09 Within ten (10) working days after he has received the grievance or within such longer period as may be agreed the Company's representative shall meet the Office Committee to adjust the grievance. An International Officer of the International Association of Machinists shall be present should either party so request.
- 8.10 Within ten (10) working days after such discussion or such further time as may be mutually agreed to be necessary, the Company's representative shall present the Company's final decision in writing to the Lodge.

Settlements Relating to Classification

- 8.11 Any change in an employee's classification made in settlement of a grievance shall take effect at the beginning of the next pay period following the date on which the grievance was presented in Step No. 1 as provided by Section 8.05 hereof unless some other date shall be agreed to in the settlement.
- Any matter discussed by the Company and the Office Committee pursuant to Article 7.02 hereof which is not adjusted to the satisfaction of both parties and any dispute over the settlement of a grievance at the third step may be required by either party to be submitted to arbitration provided that it shall be deemed to be settled or abandoned if within ten (10) working days after a final decision has been announced neither party shall have given written notice of intent to submit the matter to arbitration; provided, however, that pursuant to Section 2 of the Master Agreement certain matters may be referred by either party to the Joint Committees for which provision is made in the Master Agreement before the said matters are submitted to arbitration.

ARTICLE IX ARBITRATION

- 9.01 Any matter or question arising from the interpretation, application, administration, or an alleged violation of this Agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties hereto as herein provided.
- 9.02 No matter shall be submitted to arbitration by the parties hereto unless and until they shall have attempted to arrive at a settlement by the means provided by Article VII and VIII hereof.
- 9.03 Within five (5) working days after notice of intent to arbitrate has been given as provided by Section 8.12 hereof the Company and the Lodge shall each name an arbitrator. No person may be named as an arbitrator who has participated in an attempt to settle the grievance or dispute.

- 9.04 The parties hereto shall jointly in writing stipulate the matter to be arbitrated and the two arbitrators shall then meet and attempt to arrive at a settlement.
- 9.05 If the said nominees fail to reach agreement within two
 (2) days or within such longer period as they may agree
 upon they shall attempt to agree upon a Chairman with
 whom they shall become the Arbitration Board. Failing
 such agreement within two (2) days the Minister of
 Labour for the Province of Ontario shall appoint a
 Chairman.
- 9.06 The Arbitration Board shall not make any decision inconsistent with the provisions of this Agreement nor shall it alter, modify or amend any part of this Agreement.
- 9.07 The proceedings of the Arbitration Board shall be expedited by the parties hereto.
- 9.08 The decision of the majority of the Arbitration Board shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision.
- 9.09 Each of the parties hereto shall bear the expenses of the arbitrator appointed by it, and the parties shall jointly bear the expenses of the Chairman of the Arbitration Board.

ARTICLE X PROBATION

- 10.01 An employee shall be a probationary employee for the first three months of employment by the Company during which period the Company may assess whether he is suitable to be retained and, if so, where in the Company's operations he may best be employed.
- 10.02 Absence with or without leave shall not be included in the said three months' probationary period.
- 10.03 In respect of a probationary employee no act of the Company in exercise of the functions provided in Article III hereof shall be subject to grievance or arbitration.

10.04 Any person re-employed by the Company after having separated from its employment shall, when re-employed, again be a probationary employee as herein provided. For the purpose of this Section 10.04 a laid-off employee, who retains seniority as provided by Article XII hereof or an employee on leave of absence as provided by Article XIV hereof shall not be deemed to have separated from employment by the Company and shall not again be a probationary employee should he return to work.

ARTICLE XI SENIORITY

11.01 On completion of his probationary employment an employee of the Company shall have three (3) months' seniority and thereafter shall accrue seniority as provided herein.

Seniority

11.02 Subject to any provision of this Agreement affecting the same, an employee's seniority shall be according to the length of his continuous weekly-salaried employment by the Company and by A. V. Roe Canada Limited. Employment in any capacity by the predecessors of A. V. Roe Canada Limited and employment continuing therefrom without a break as employment by A. V. Roe Canada Limited shall count as seniority provided that lay-off not exceeding an aggregate period of one year shall not be deemed a break and further provided that the employee was a weekly-salaried employee of A. V. Roe Canada Limited on November 2nd, 1948.

Loss of Seniority

11.03 An employee shall lose all seniority-

should he be granted leave of absence for more than thirty (30) days, except as otherwise provided by Article XIV hereof, or

should he be absent for five (5) consecutive working days without reporting to the Company and without reasonable explanation, or

should he be dismissed for just cause, or

should he fail to respond to recall pursuant to Articles 12.09 and 12.10 hereof.

Restoration of Seniority

- 11.04 By agreement of the parties hereto lost seniority may be restored in whole or in part to any employee.
- 11.05 An employee with seniority heretofore or hereafter transferred from an occupation covered by this Agreement to salaried or hourly paid employment by the Company not covered by this Agreement shall retain his seniority and shall continue to accrue seniority while so employed but he shall be excluded from the coverage of this Agreement and from any of its terms and conditions while so employed.

ARTICLE XII LAY-OFF AND RECALL

- 12.01 The seniority units, seniority groups, and seniority divisions for the purposes of this Article XII shall be as provided in Schedule 3 annexed hereto.
- 12.02 If it becomes necessary to reduce the number of employees in a classification in a seniority unit those to be retained shall be those with the most seniority, except that the Company shall have the right to retain employees pursuant to Sections 12.03 and 12.04 hereof without regard to their seniority standing (subject to the provisos stated in Section 12.03), and subject also to the following:
 - (a) if an employee with seniority of one year or more is laid-off from his seniority unit he shall have the right to displace an employee with less seniority in the same classification anywhere in the seniority group in which he is employed;

- (b) if an employee with seniority of three years or more is laid-off from his seniority unit he shall have the right to displace an employee with less seniority in the same classification anywhere in the seniority division in which he is employed.
- 12.03 Should it be necessary to lay-off only one employee from a classification in a seniority unit, the Company may retain the employee with least seniority provided that the employee next senior to him therein shall be laid-off and not any other employee, and further provided that the said next senior employee is an employee with less than three years' seniority. Similarly if more than one employee is to be laid-off from a classification in a seniority unit the Company may select employees to be retained as follows:

if the number of employees to be laid-off is 2, 3, or 4 the Company may select any one of them to be retained;

if the number of employees to be laid-off is 5, 6, 7, 8, or 9 the Company may select any one or two of them to be retained;

if ten or more employees are to be laid-off the Company may select any of them to be retained, up to one-quarter (1/4) of the total number to be laid-off;

provided that if any employee is thus retained, the employee in his classification in his seniority unit next in order of seniority who is not retained pursuant to this Section shall be laid-off in his place, and further provided always that no employee with three years' seniority or more shall be laid-off in place of any other employee pursuant to this Section.

12.04 The Company's right to select employees to be retained pursuant to Section 12.03 hereof shall be according to the number of employees laid-off from a classification in a seniority unit within any period of twenty (20) working days.

- 12.05 No employee with seniority of three years or more shall be separated from employment by lay-off without being given opportunity to claim any job held by a probationary employee, and if he is competent to do the work he shall be retained in place of the said probationary employee; if his seniority is less than three years but not less than one year this right shall be restricted to any job held by a probationary employee in the seniority division in which he is employed; if his seniority is less than one year this right shall be restricted to the seniority group in which he is employed.
- 12.06 An employee reclassified pursuant to Section 12.05 hereof shall be paid the job rate for his new classification
 or his rate before reclassification, whichever is the
 lower, except that in no event shall he be paid less than
 the minimum rate for his new classification; if paid
 less than the said job rate his rate shall be progressively
 increased pursuant to Article XXX hereof.
- 12.07 In the event of lay-off, Executive Officers of the Lodge, Chief Stewards and members of the Office Committee shall be retained in employment so long as work is available which they are qualified to perform.
- 12.08 An employee who has been separated from employment by lay-off shall be listed according to seniority for a period of time equal to his seniority at the date of lay-off but not exceeding one year after the date on which he was laid-off. If not recalled to work during the said period his name shall then be removed from the list and the Lodge shall be so advised.
- 12.09 Should a vacancy occur in a classification, seniority in the same at the time the vacancy occurs shall determine the employee to be recalled thereto. Every previous employee having seniority in a classification shall be recalled before any other person is transferred into or hired into it.
- 12.10 Recall shall be by registered mail to the address last filed with the Company by the employee or by personal interview by the placement office. The Lodge shall receive a copy of each letter of recall and notification of each recall made by personal interview.

ARTICLE XIII DISMISSAL

- 13.01 With reasonable promptitude the Company shall notify the Lodge of any dismissal and on request from the Lodge shall furnish the reason for the same.
- 13.02 An employee with more than three months' service who feels that he has been unjustly dismissed may present a grievance and the same shall be dealt with as provided by Articles 8.08 and 8.09 hereof, provided that the right to grievance shall be deemed to be waived if no grievance has been presented within five (5) working days after the separation.
- 13.03 Failing settlement by the said grievance procedure, a grievance regarding dismissal may be submitted to arbitration as provided by Article IX hereof, and the arbitrators or Arbitration Board shall make such settlement as they deem just.

ARTICLE XIV LEAVE OF ABSENCE

- 14.01 Leave of absence without pay granted by the Company for a period of thirty (30) calendar days or less shall be without loss of seniority and with accrual of seniority.
- 14.02 The Company shall inform the Lodge of leave of absence without pay granted by the Company for more than thirty (30) calendar days. Such leave of absence shall occasion loss of all seniority except as otherwise agreed between the Company and the Lodge.
- 14.03 On request from the Lodge the Company may grant leave of absence without pay to officers of the Lodge or their delegates for the transaction of union business provided that such leave of absence shall not exceed three (3) calendar days in any calendar month for any such employee; except that leave of absence not exceeding two (2) weeks at any one time may be granted such officers or delegates for the purpose of attending trade union conferences.
- 14.04 On request from the Lodge the Company shall grant leave of absence without pay to an employee for a period not exceeding one (1) year for full-time employment by

the Lodge or the International Association of Machinists, provided that the number of employees who at any one time shall be granted such leave shall be mutually agreed.

ARTICLE XV TRANSFERS

- 15.01 Should an employee wish to transfer from one classification or department to another classification or department he shall present his request in writing to his supervisor. His supervisor shall forward the request to the employment office and shall state his wishes in the matter and his opinion as to the fitness of the request. The employment officer shall deal with the request on the basis of its merits, the availability of work within the desired classification or department, and the availability of an adequate replacement.
- 15.02 At any time within two (2) months after a transfer the supervisor accepting the employee on transfer may advise the employment officer that he deems the said employee unsuitable; or within the same two month period the said employee may request to be returned to his former place. The employment officer shall then return the said employee to his former place or shall arrange a new transfer for him.
- 15.03 Three (3) months after the date of the request an employee's request for transfer shall be removed from the employment office file should no vacancy have occured or should no transfer have been arranged. An employee shall be informed immediately when his request for transfer has been removed from the file.

ARTICLE XVI PROMOTIONS

16.01 Promotion shall be made on the basis of merit as determined by the Company. In cases of equal merit, consideration will be given to length of service with the Company.

ARTICLE XVII POSTING NOTICES

17.01 The Lodge may post notices approved by the Company at specified places on Company's premises.

ARTICLE XVIII HOURS OF WORK

- 18.01 The standard hours of work and shift arrangements shall be as provided hereby; any hours of work or shift arrangements not hereby provided shall be as agreed by the parties hereto.
- 18.02 The standard daily hours of work on either the day shift or the night shift shall be either seven and one-half (7½) hours, herein referred to as "staff hours", or eight (8) hours, herein referred to as "shop hours". The work week shall normally be five (5) days each week from Monday to Friday inclusive; the standard work week shall accordingly be thirty-seven and one-half (37½) hours per week on staff hours and forty (40) hours per week on shop hours.
- 18.03 Where there are two (2) shifts they shall alternate every four (4) weeks. Employees working on the night shift shall be paid the night shift premium provided by Article 23.01 hereof.
- 18.04 Starting and stopping times shall be as provided by Schedule 1 annexed hereto.
- 18.05 Permanent work which is directly accessory to and functionally associated with shop work may be performed on shop hours, always provided that shop hours shall not be used where they are not essential to the efficient operation of the shop, and particularly and specifically provided that they shall not be used as a substitute for overtime.
- 18.06 The classifications of employees who may be required to work on shop hours shall be as listed in Schedule 2 annexed to this Agreement. Any change from one standard hour or shift arrangement to another shall be after discussion with the Lodge and with reasonable notice to the employees affected.
- 18.07 The Company shall consult with the Lodge before changing starting and stopping times.
- 18.08 Female employees shall be permitted a rest period of ten (10) minutes both in the morning and in the afternoon, provided that the Company may, as it deems

- necessary, allow any female employee or group of female employees a lunch period of one hour instead of the said rest periods.
- 18.09 At the Company's discretion deduction may be made from an employee's salary for time lost by unpunctual attendance.

ARTICLE XIX OVERTIME

- 19.01 An employee under this Agreement may be required to work occasional necessary overtime up to one hour's duration without extra payment.
- 19.02 Except as otherwise provided in this Article, authorized time worked in excess of the total hours of the appropriate standard work week shall be overtime and shall be paid for by the hour at one and a half times the hourly equivalent of weekly salary. Authorized absence with pay, including sick leave as provided by Article XXII hereof, shall be regarded as time worked, but time lost due to lateness or other absence shall not be so regarded in computing overtime.
- 19.03 Overtime ending more than two hours after an employee's regular stopping time shall include an unpaid break or lunch period of three-quarters (%) of an hour unless otherwise specifically authorized by his supervisor.
- 19.04 Authorized work on Saturdays shall be paid for by the hour at one and a half times the hourly equivalent of the rate of weekly salary for the first seven and one-half (7½) hours and at double time thereafter until there is a break of at least eight (8) hours. Authorized work on Sundays and on the holidays observed by the Company provided by Article XXI shall be overtime and shall be paid for by the hour at double the hourly equivalent of weekly salary.

ARTICLE XX TIME CARDS

20.01 Every employee shall punch his time card immediately on entering the Company's premises to start work. An employee working standard hours is not required to punch out.

ARTICLE XXI HOLIDAYS OBSERVED BY THE COMPANY

21.01 The following shall be holidays with pay:

New Year's Day Civic Holiday
Good Friday Labour Day

Victoria Day Thanksgiving Day

Dominion Day Christmas Day

and also the half-day immediately preceding Christmas Day and the half-day immediately preceding New Year's Day.

21.02 By mutual agreement of the parties hereto any employee or all employees may be permitted to be absent for the whole day immediately preceding Christmas Day or the whole day immediately preceding New Year's Day or both without loss of salary, provided that the Company may require the working time so lost to be made up at some other time to be agreed without extra payment.

ARTICLE XXII SICK LEAVE WITH PAY

22.01 For absence due to illness or injury other than injury compensable under the Workmen's Compensation Act, an employee shall be granted sick leave with pay according to the following schedule:

During the first three months of employment by the Company in any capacity......none

During the next nine months of such employment.....seven working days

During the second year of such employment......fourteen working days

During the third year of such employment......twenty-one working days

Thereafter.....by special consideration provided that entitlement to sick leave with pay shall not be cumulative from year to year.

22.02 The Company may require proof of illness or incapacity due to injury in support of any claim for sick leave with pay.

ARTICLE XXIII SPECIAL ALLOWANCES

23.01 A premium of twelve cents (12¢) per hour shall be paid for time worked on the second of two standard shifts, and a premium of fifteen cents (15¢) per hour shall be paid for time worked on the third shift of three standard shifts.

Flight Test Bonus

23.02 Employees who have been properly authorized to, and who are required to make flights in the carrying out of their duties of recording the performance of Aircraft, Power Plant, Equipment, Accessories, or Instruments and/or adjusting or operating Equipment, Accessories, or Instruments shall be paid in addition to their salary a bonus at the rate of five dollars (\$5.00) per hour calculated to the next highest half-hour in any one day. The bonus shall be paid monthly.

ARTICLE XXIV PAYMENT OF SALARY

24.01 Salaries of employees working at Malton and Nobel shall be paid in cash every seven days during working hours. Statement of total earnings and deductions for the pay period shall appear on each pay envelope. An employee who was not available on pay day and employees working elsewhere than at Malton and Nobel may at the Company's discretion be paid by cheque.

ARTICLE XXV ANNUAL VACATION

25.01 Employees who at June 30th are salaried employees in the employ of the Company, and who have been in the employ of the Company as such for one year or more, shall be given two weeks' vacation with pay at the rate as of June 30th.

- 25.02 Employees who at June 30th are salaried employees in the employ of the Company, and who have been in the employ of the Company as such for less than one year, shall be given for each full calendar month of employment one day's vacation with pay but not exceeding two work weeks.
- 25.03 An employee who is in the employ of the Company at June 30th and has been transferred during the preceding year from the salaried staff to the hourly rate or from the hourly rate to the salaried staff shall receive as vacation pay for the period in which he or she was on the salaried staff four per centum of his or her total earnings in that period.
- 25.04 If the plant is shut down for holiday purposes, salaried employees may be required to lay off for the full time of the shut-down. This lay-off shall be without remuneration other than vacation pay as provided by this Article.
- 25.05 Any employee, whose service with the Company terminates, shall receive in lieu of vacation pay, vacation credits to the amount of four per centum of his total earnings in the current period.
- 25.06 The Company shall announce its vacation programme not later than April 1st each year.

ARTICLE XXVI GROUP INSURANCE

26.01 The terms and conditions under which life insurance for employees and accident and sickness insurance for employees and their dependents were available on May 14th, 1955 shall be continued until September 30th, 1955. From October 1st, 1955 until July 31st, 1956 the Company will assume the entire cost of the said insurances. On and after August 1st, 1956 the Company will provide and bear the entire cost of a comprehensive insured plan of hospital, medical, and surgical benefits, in addition to the life, accidental death and disability, and weekly indemnity benefits in effect on July 31st, 1956.

- 26.02 An employee shall be eligible for the said group insurances as soon as he has completed three months of full time employment by the Company.
- 26.03 Life insurance benefits, available for employees only and not for their dependents, are as follows:

 For male employees whose regular weekly salary, exclusive of bonus pay, premium pay or any special allowance is:

A	mount of Life
971.00	Insurance
\$71.00 or over	\$5,000.00
More than \$46.15 and less than	
\$71.00	3,000.00
Less than \$46.15	1,500.00
For all female employees	1 000 00

- 26.04 The accident and sickness benefits available for employees and their dependents shall be those specifically shown in the certificate of insurance which shall be issued to each employee who is enrolled in the plan.
- 26.05 Insurance coverage for an employee or for his dependents shall commence on the date of his enrolment in the plan and, except as provided by Section 26.06 hereof, shall continue until the last day of the calendar month during which the employee is separated from the Company's employ.
- 26.06 An employee who is laid-off pursuant to the provisions of Article XII hereof shall continue to be protected by his insurance coverage until thirty-one (31) clear days have elapsed from the date on which he was separated from employment by lay-off.

ARTICLE XXVII CLASSIFICATION OF EMPLOYEES

27.01 Every employee covered by this Agreement shall be classified under a Job Title and Job Description appropriate to the occupation in which he is normally and regularly employed.

ARTICLE XXVIII SALARY GROUPS

28.01 Each occupation into which an employee may be classified pursuant to Article XXVII hereof shall be placed in one of twelve (12) Salary Groups according to the Job Evaluation plan agreed to between the parties hereto, being that referred to in the Company's letter of May 20th, 1953.

28.02 For each Salary Group there shall be a range of salary rates as provided by Article XXIX hereof.

ARTICLE XXIX SALARY RATES AND RANGES

29.01 The range of rates of weekly salary and the job rate, for the standard week of thirty-seven and one-half (37½) hours provided by Article XVIII hereof, shall be as follows:

Salary		
Group	Minimum	Job Rate
	\$	\$
A or 1	35.20	43.20
B or 2	40.35	48.35
C or 3	45.45	53.45
D or 4	50.60	58.60
E or 5	55.70	63.70
F or 6	60.85	68.85
G or 7	66.35	74.35
H or 8	71.50	79.50
I or 9	76.65	84.65
J or 10	81.80	89.80
K or 11	86.95	94.95
L or 12	92.10	100.10

29.02 Effective September 22nd, 1956 the above job rates shall be increased by

(a) 2½% in the case of salary ranges A to F inclusive,

(b) 3% in the case of salary ranges G to L inclusive, adjusted to the next highest five cents; the minimum rate shall be eight dollars (\$8.00) less than the job rates so calculated.

A schedule of the said rates is annexed hereto in Appendix "A".

29.03 Employees working shop hours as provided by Article XVIII hereof shall be paid the above rates increased by 6.67%.

ARTICLE XXX APPLICATION OF RATES

30.01 Subject to all the provisions of this Article a new employee or a reclassified employee may be paid the minimum salary for his classification, or a higher salary, two dollars, four dollars, or six dollars above the minimum, or the job rate, as the Company may determine having due regard to his experience, qualifications, ability and application to his work.

30.02 If pursuant to Section 30.01 hereof an employee is paid the minimum salary for his classification or if he is paid more than the said minimum but not more than the job rate for the same he shall receive an increment of two dollars to his weekly salary rate every three months until a salary rate of two dollars below the job rate is reached and six months thereafter shall be paid the job rate; provided that should an employee's salary rate be less than the job rate by an amount other than two dollars or a multiple thereof, the first such increment shall be such as to bring his rate to an even two dollars or multiple thereof below the job rate or to the job rate as the case may be; and further provided that any absence totaling more than five days in any of the said three months or six months period shall cause a corresponding delay in adding the said increment or receiving the said rate.

30.03 Salary rates above the job rate shall be at the Company's discretion.

ARTICLE XXXI REVISIONS AND NEW CLASSIFICATIONS

31.01 When it deems necessary the Company shall revise an existing Job Description or prepare a new Job Title and Job Description and shall rate it by the Job Evaluation plan provided by Article XXVIII. The title, description

and rating shall be subject to the Lodge's agreement provided that, pending settlement of any disagreement relating thereto, the Company may classify or continue to classify employees thereunder, and further provided that the Job Title, Job Description and rating of an occupation shall be deemed to be agreed if the Lodge has not signified its disagreement in writing within fifteen (15) days after notification to the Lodge of the first classification of an employee thereunder.

- 31.02 The salary group in which a classification is placed pursuant to Article XXVIII hereof shall not be lower after revision pursuant to this Article XXXI than it was before revision.
- 31.03 By reason solely of the application of this Article XXXI no employee's salary rate shall be reduced nor shall he be placed in a lower-rated classification.

ARTICLE XXXII SCHEDULES AND APPENDIX

- 32.01 Annexed to and part of this Agreement are the following:
 - Appendix "A"—Supplemental Agreement, covering the execution of this Agreement.
 - Schedule 1 —Ctarting and Stopping Times.
 - Schedule 2 —Classification of employees who may be required to work "shop hours".
 - Schedule 3 —Schedule of seniority units, seniority groups, and seniority divisions.

ARTICLE XXXIII RENEWAL, AMENDMENT AND TERMINATION

33.01 This Agreement shall be in effect for two (2) years from September 24th, 1955 and shall continue from year to year after that date unless either party gives notice in writing of its intention to terminate the Agreement within a period of not less than thirty (30) days and not more than sixty (60) days prior to any such yearly date of termination.

- 33.02 If notice of intention to amend is given by either party in writing pursuant to the provisions of the preceding paragraph negotiations in accordance with the provisions of Section 1 of the Master Agreement shall commence not later than ten (10) days after the date of such written notice and if such negotiations do not result in agreement prior to the date of termination of this Agreement, or within forty (40) days after such negotiations have commenced, whichever is the later date, then this Agreement shall terminate, subject always to the right of the parties to extend the period of negotiations by mutual agreement.
- 33.03 SIGNED at the Company's Office, in the County of Peel, in the Province of Ontario, this 23rd day of September, 1955.

For ORENDA ENGINES LIMITED

W. R. McLACHLAN, Vice-President and General Manager.

J. E. NESBITT, Personnel and Industrial Relations Manager.

For the NEGOTIATING COMMITTEE

GEORGE C. PULKER,

ARTHUR A. IVES,

RAE DuMARESQ,

P. W. O'DONNELL,

A. BREADMAN.

R. McCULLOCH,

REG. C. BOON.

R. A. WOOLAND.

C. LACHAPPELLE.

L. A. STOCK.

Business Representative.

MIKE RYGUS,

Business Representative.

WILLIAM BOOTHROYD,

P. J. McQUADE, For the I. A. of M.

APPENDIX "A"

SUPPLEMENTAL AGREEMENT

BETWEEN:

ORENDA ENGINES LIMITED, of the County of Peel, hereinafter called the "COMPANY"

- and -

TECHNICAL ASSOCIATES LODGE 1922, I.A.M., hereinafter called the "LODGE".

 This Agreement supplements the Collective Agreement between the parties hereto which they have signed this 23rd day of September, 1955.

2. General Increase-1955

- (a) Effective September 24th, 1955 the salary of every employee covered by the Collective Agreement shall be increased as follows:
 - (i) for classifications in Salary Groups A to F inclusive the employee's rate as of September 23rd, 1955, increased by two and one-half percent (2½%) or by one dollar and twenty-five cents (\$1.25) whichever is the greater;
 - (ii) for classifications in Salary Groups G to L inclusive, the employee's rate as of September 23rd, 1955, increased by three percent (3%).
- (b) The salary rates provided by Article 29.01 of the Collective Agreement shall be effective on September 24th, 1955.

3. Retroactive Settlement

Every employee covered by this Agreement on the date of signature shall be paid an amount calculated on his earnings between May 14th, 1955 and September 23rd, 1955 inclusive, in respect of his regular working week (of 37½ or 40 hours as the case may be) as follows:

- (a) for classifications in Salary Groups A to F inclusive, 2½% of the said earnings or \$1.25 per week, whichever is the greater;
- (b) for classifications in Salary Groups G to L inclusive, 3% of the said earnings.

4. General Increase-1956

- (a) Effective September 22nd, 1956 the salary of every employee covered by the Collective Agreement as of September 21st, 1956 shall be increased by the same percentages as in Section 2 (a) above with a minimum increase of one dollar and twenty-five cents (\$1.25) similarly applied.
- (b) Salary Rates Effective September 22nd, 1956

 As provided by Article 29.02 of the Collective Agreement, the salary rates for the standard week of 37½ hours which shall become effective on September 22nd. 1956 will be as follows:

Salary Group	Minimum \$	Job Rate
	• • • • • • • • • • • • • • • • • • •	Ф
A or 1	36.30	44.30
B or 2	41.60	49.60
C or 3	46.80	54.80
D or 4	52.10	60.10
E or 5	57.30	65.30
F or 6	62.60	70.60
G or 7	68.60	76.60
H or 8	73.90	81.90
I or 9	79.20	87.20
J or 10	84.50	92.50
K or 11	89.80	97.80
L or 12	95.10	103.10

SIGNED at the Company's Office, in the County of Peel, in the Province of Ontario, this twenty-third day of September, 1955.

For ORENDA ENGINES LIMITED

W. R. McLACHLAN, Vice-President and General Manager.

J. E. NESBITT, Personnel and Industrial Relations Manager.

For the JOINT NEGOTIATING COMMITTEE

GEORGE C. PULKER,

ARTHUR A. IVES.

RAE DUMARESQ,

P. W. O'DONNELL.

A. BREADMAN.

R. McCULLOCH,

REG. C. BOON,

R. A. WOOLAND.

C. LACHAPPELLE,

L. A. STOCK,
Business Representative.

MIKE RYGUS,
Business Representative.

WILLIAM, BOOTHROYD, For the I. A. of M.

P. J. McQUADE, For the I. A. of M.

SCHEDULE 1

(As provided by Article 18.04)

STARTING AND STOPPING TIMES

DAYS

Shop Hours

210p 110u18	start:	7.15	a.m
	Quit:	3.45	p.m
Staff Hours	Start:	8:15	a.m
	Quit:	4:30	p.m
NIGHTS*			
Mair			
Start		5:30	n m

*Note: For the convenience of employees in regard to transportation, staff hours are normally the same as shop hours. The alternative, 5:30 p.m. to 1:45 a.m. is a permissible arrangement.

SCHEDULE 2

CLASSIFICATIONS OF EMPLOYEES WHO MAY BE REQUIRED TO WORK SHOP HOURS

1. Employees in the classifications listed hereunder may be required to work shop hours.

Analyst, Spares Packaging	467
Analyst, Production Performance—G/T	1324
Applicator, Abrasive	819
Applicator, Gauge	820
Attendant, Blueprint Crib	259
Chauffeur	1069
Clerk, Maintenance	389
Clerk, Maintenance Records	421
Clerk, Material Control	1104
Clerk, Material Control— G/T Experimental	1230
Clerk, Order Issue, Gas Turbine Exp	895
Clerk, Process Planning	1351
Clerk, Raw Material Requirements	398
Clerk, Receiving	1382
Clerk, Record—G/T Tool Stores	

Estimator, Cost "A"	1223
Estimator, Time Study	1290
Expediter, "A"	1191
Expediter, "B"	
Expediter, "C"	1198
Liaison Man, Engineering "A" G/T	1239
Liaison Man, Engineering "B" G/T	1240
Observer, Time Study	825
Operator, Blueprint Machine, Senior	077
Planner, Material Allocation	891
Planner, Process "A"	1284
Planner, Process "B"	1283
Planner, Progress "A"	1311
Planner, Progress "B"	1312
Planner, Tool	1363
Scheduler, Production—Gas Turbine	1381
Technician, Lab. "A", Electronic Instruments	1082
Technician, Lab. "C"	1267
Timekeeper	1125
Timekeeper — Nobel	294
Time Study Man — Gas Turbine	1291
Technician, Quality Control	558

Clerk, Reports Inspection—Gas Turbine

Clerk, Shipping

Dispatcher, Vehicle

359

 Employees in the classifications listed hereunder shall be required to work shop hours but only when their work is directly associated with that of employees in classifications listed in Section 1 who work shop hours, or with Shop Supervisors.

Clerk "A"	1244
Clerk "B"	1245
Clerk File "A"	1127
Clerk File "B"	1101
Clerk, Senior	1126
Clerk, Typist "A"	1059
Clerk, Typist "B"	1060
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Stenographer "A"	435
Stenographer "B"	1061
Stenographer, Secretarial	1058
Typist	1062

SCHEDULE 3

SENIORITY DIVISIONS, SENIORITY GROUPS, AND SENIORITY UNITS

For the purpose of Article XII

(As provided by Section 12.01)

Department numbers are as listed in the Cost Accounting Manual in effect on September 24th, 1955.

SENIORITY DIVISION No. 1

SENIORITY GROUP 1.1.

Seniority Unit

1.1.1. Accounting

1400, 1410, 1411, 1412, 1413,

1415, 1416, 1417

1.1.2. Timekeeping

1414

SENIORITY GROUP 1.2.

1.2.1. Sales and Service

9000, 9010

1.2.2. Sales and Service

9120, 9121, 9122, 9124, 9340

1.2.3. Sales and Service, Parts 9230, 9231, 9232, 9233

SENIORITY DIVISION No. 2

SENIORITY GROUP 2.1.

Seniority	7
Unit	

2.1.1.	Engineering,			

Administration 2000, 2100, 2110, 2120

2.1.2. Engineering, General

44

eral 2200, **2210**

2.1.3. " "

2220, 2230, 2240, **2340**,

2350 (Nobel), 2360

2.1.4.

2250, 2300, 2310, 2330, 2400

2.1.5.

Engineering, Exper.

Manufacturing

2600, 2610, 2620, 2621, 2622,

2623

2.1.6. Engineering, Exper.

Manufacturing

2740, 2741, 2742, 2743, 2744

2745, 2746, 2747, 2748, 2749,

2750, 2860, 2970

SENIORITY DIVISION No. 3

Seniority Unit

SENIORITY GROUP 3.1.

3.1.1. Master Mechanic's Depts. 5220, 5231, 5232, 5233

3.1.2. " " "

5221, 5222, 5223, 5224, **522**5.

5226, 5234, 5235

3.1.3 Production

5100, 5340, 5342, 5343, 5344,

5345, 5450, 5452, 5453, 5454,

5560, 5561, 5562, 5670, 5671,

5780, 5781, 5782, 5783

36

SENIORITY GROUP 3.2.

3.2.1. Plant Engineering 61

6100, 6110

3.2.2. Maintenance

6220, 6330, 6331, **6332**

SENIORITY GROUP 3.3.

3.3.1. Standards and

Production Control

7100, 7300, 7310, 7320, 7321

SENIORITY GROUP 3.4.

3.4.1. Material Procurement 7500, 7540

3.4.2. Purchasing

7550, 7610

3.4.3.

Mill Supply Purchasing

7730, 7731

3.4.4. Material Services

7820, 7821

SENIORITY GROUP 3.5.

3.5.1. Quality Control

8100, 8110, 8150, 8151, 8153

3.5.2. Inspection

8130, 8131, 8132, 8133, 8134, 8135, 8152, 8154, 8160, 8161.

8163, 8164, 8165

3.5.3.

8140, 8141, 8142, 8143

3.5.4. Experimental and De-

velopment Inspection

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