

No.

72-13

NOM

Ateliers d'ingénierie Dominion
Stée



Gouvernement du Québec
Ministère du travail et de la main-d'œuvre
Analyse des conventions collectives

IDENTITÉ

Microfilm

Code de transaction	A01 Numéro de la convention	A02 Date de dépôt
30 Nouvelle convention 31 Renouvellement	31 023028	790427

Carte	Nom de la partie patronale A03		A06 Date d'expiration	A05 Date de signature	A07 Code d'activité
A1	ATELIERS D'INGENIERIE		800602	790129	3150
A2	DOMINIUM LTEE				Employeur
A3	LIERE AVENUE		A08 No. C.C. maîtresse	A10 Numéro d'accréditation	A11 Nombre d'employés
	LACHINE			M00072013	000758
Carte	Nom de la partie syndicale A09		A12 Code d'activité		
A4	ASSOC INT MACHINISTES &		3150		
A5	TRAV AERØ # 2235		Convention		

Statut de la convention	Type d'unité de négociation	Affiliation à une centrale	Affiliation à une fédération	Etendue géographique		Origine	Emplois particuliers couverts	Catégories de personnel visé	Nature	Durée
				Municipalité	Région					
A13 01	A14 01	A15 03	A16 270	A17 6509	A18 063	A19 4	A20 111	A21 00	A22	A23 24
01 Renouvellement 02 Première 03 Sentence arbitrale (première) 04 Sentence arbitrale (pouvoirs pompiers) 05 Sentence arbitrale (votantes) 99 Autre disposition	01 Un employeur un etab un syndicat un certif 02 Un empl. un etab plus synd plus certif 03 Un empl plus etab un syndicat un certif 04 Un empl plus etab un synd plus certif 05 Plus empl un etab un synd plus certif 06 Plus empl plus etab un synd plus certif 07 Plus empl plus etab plus synd plus certif	01 Sans objet 02 FAT-CCI 03 FAT-CCI-CTC 04 CTC 05 CEQ 06 CSC 07 CSD 08 CSN 09 FTQ 10 UPA 11 Indépendant internat. 12 Indépendant national 13 Indépendant provinc. 14 Indépendant local 99 Autre disposition	Inscrire le code d'affiliation à une fédération en référant à la liste prévue à cet effet	Inscrire le code de la localité en référant au relevé alphabétique des municipalités du BSQ	010 Bas-St-Laurent 020 Saguenay — Lac St-Jean 030 Québec 040 Mauricie — Bois-Francs 050 Estrie 061 Montréal-Nord 062 Montréal-Sud 063 Montréal-Metro 070 Outaouais — Hull 080 Nord-Ouest 090 Côte-Nord 100 Nouveau-Québec Plusieurs régions 960 Inter-Régionale 970 Provinciale 980 Inter-Provinciale 990 Autre disposition	1 Secteur public 2 Secteur Para-Public 3 Secteur Peri-Public 4 Secteur privé 9 Autre disposition	00 Sans objet 01 Caissiers 02 Vendeurs 03 Chauffeurs-Livreurs 04 Caissiers et vendeurs 05 Chauffeurs véhiculé 06 Mécanic. et emp. garage 07 Hommes d'entrepôt 08 Chauffeurs et mécaniciens 09 Chauffeurs et entrep. 10 Enseignants 11 Gardiens de sécurité 12 Intermers 13 Policiers municipaux 14 Pompiers municipaux 15 Policiers et pompiers 16 Mesureurs et assist. 17 Bûcherons et emp. camp 18 Entretien ménager 99 Autres emplois partic.	00 Sans objet 01 Cadre 02 Professionnel 03 Technique 04 Soutien administratif 05 Commerce alimentation 06 Services 07 Production 08 Ouvrier 09 Professionnel et techn. 10 Prof. et soutien adm. 11 Techn. et soutien adm. 12 Prof. techn. et sout. adm. 13 Production et sout. adm. 14 Ouvrier et sout. adm. 99 Autres catégories		

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MINISTÈRE DU TRAVAIL

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SECTION DES DOCUMENTS ET MICROFILMS.

Clause 1 PARTIES TO THIS AGREEMENT

The parties to this Agreement shall be:

(a) *→* Les Ateliers d'Ingénierie Dominion Limitée, Lachine, Québec,
(hereinafter called the "Company")

and

(b) Hourly-rated Security Guards employed by Les Ateliers d'Ingénierie Dominion, Limitée as represented by the International Association of Machinists and Aerospace Workers, Lodge 2235.

Clause 2 GENERAL PURPOSE

The purpose of this Agreement is to set forth the terms and conditions of the collective labour agreement between the parties.

Clause 3 STARTING AND STOPPING TIMES

The Company reserves the right to change from time to time the starting and stopping times. They agree to consult with the Committee of the Union before putting any such changes into effect. The union and affected employees shall be given two weeks notice prior to affecting any change concerning starting and stopping time.

3.1 The Company will issue on the Wednesday two weeks ahead of time the work schedule for any particular week; however, should a case of unforeseeable incident occur between the above mentioned date of insurance and the Wednesday preceding the week in question the Company will, without penalty to the Company, issue another work schedule for the week in question. In the case of a second list being issued as per the above, the second list will be binding on the employees and will supersede the first list.

3.2 In scheduling the work, the Company will endeavor as much as possible to follow the following rules:

- Employees will swing from one shift to another every four weeks.
- As to what days of the week are to be worked, employees will work; a block of 8 consecutive full week-ends, plus 3 other days between Monday and Friday.

Followed by:

- A block of at least 4 consecutive "off week-ends weeks".

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Clause 4

STATUTORY HOLIDAYS

4.1 Employees shall be paid for eleven (11) Statutory Holidays. Such holidays shall be:

First year of this Labour Agreement:

St-John the Baptist Day
Dominion Day
Labour Day
Thanksgiving Day
Christmas Day
December 26, 1978
December 28, 1978
December 29, 1978
New Year's Day
Good Friday
Empire Day

Second Year of this Agreement:

St-John the Baptist Day
Dominion Day
Labour Day
Thanksgiving Day
Christmas Day
New Year's Day
Good Friday
Empire Day
Three (3) Statutory Holiday to be determined.

- 4.1.1 During the second year of the collective agreement CANADA HERITAGE DAY, or the equivalent will be a paid statutory holiday if it is decreed by the Quebec Provincial Government.
- 4.2 When a paid statutory holiday coincides with an employee's normal working day then this holiday will be observed the same day by this employee.
- 4.3 When a paid statutory holiday coincides with an employee's day off then this holiday will be observed the nearest normal working day by this employee.
- 4.4 Saturdays and Sundays will not modify the prescriptions established in the present clause.
- 4.5 All employees who have been in the Company's employ for thirty (30) days or longer and who worked on the last working day preceding the day of observance of a statutory holiday as shown by the time clocks will be eligible for payment for the aforementioned days of observance.

4.6

Notwithstanding the provisions contained in paragraph 4.5 an employee is remunerated for such a day of observance of a statutory holiday;

- (a) If he has been employed with the Company for thirty (30) days; and
- (b) If he has worked for the Company within the thirty (30) working days preceding the day of observance of the statutory holiday; and
- (c) If he has been employed with the Company for thirty (30) days and, having worked within the twenty-one (21) days preceding the day of observance of the statutory holiday, is absent the last day preceding the statutory holiday because of lay-off.
- (d) If he was absent the last regular working day preceding the day of observance of such holiday due to verified non occupational sickness or accident, emergency illness at home, death in the immediate family or has obtained prior written permission from the Company to be absent on such a day.

Rehired Employees

4.7

Employees who have been laid off, and rehired in accordance with paragraph 17.10, whose continuous service as defined in paragraph 17.2 has not been broken, shall be eligible immediately upon re-employment providing they are otherwise qualified as above.

4.8

If an employee is scheduled to work on the holiday as part of his regular schedule and he fails to work as scheduled, he will not be paid for the holiday unless his failure to work on the holiday is due to one of the reasons specified in paragraph 4.6.

Clause 5

ANNUAL HOLIDAYS

General Regulations

5.1

The employees are entitled to annual vacations paid in accordance with the Quebec vacation with pay Act (ordinance No. 3, 1972) and with the provisions of this division.

5.2

The duration of the employees' annual paid vacations is based on accumulated service credits:

- a) As of on the 30 June if the employees has entered the Company before June 1st, 1964

b) As of on the 31 of May if the employee has entered the Company on or after June 1st, 1964.

In the case of the employees who joined the Company before June 1st, 1964 the qualifying year is from July 1st to June 30th which has elapsed.

In the case of the employees who joined the Company since June 1st 1964 the qualifying year is from June 1st to May 31st which has elapsed.

5.3

The employee is entitled annual vacations with pay in accordance with the following schedule:

a) First year of this Agreement:

<u>Employee's service credits on 31 May or 30 June preceding whenever applicable</u>	<u>vacation duration</u>	<u>vacation pay</u>
less than ten (10) months	one day for each month of service completed	4% of total earnings for the qualifying year.
ten (10) months, less than five (5) years.	two (2) weeks	the greater of 4% of total earnings for the qualifying year or two (2) regular weeks at the current wage rate.*
five (5) years, less than Fourteen (14) years.	three (3) weeks	the greater of 4% of total earnings for the qualifying year or three (3) regular weeks at current wage rate.*
Fourteen (14) years, less than twenty-five (25) years.	four (4) weeks	four regular weeks at current wage rate.*
twenty-five (25) years and more.	five (5) weeks	five regular weeks at current wage rate.*
thirty (30) years and more.	six (6) weeks	six regular weeks at current wage rate.*

* Current wage rate at the time the employee takes his vacation.

Absence due to lay off, sickness or accident

5.4

(a) The vacation pay for the employee absent from work during the qualifying year due to layoff and recalled to work according to paragraph 8.9 or 8.10, will be calculated at prorata of the employee total active services during his qualifying year less any accrued vacation payment received for that qualifying year.

- 5.4 (b) The vacation pay for the employee absent from work during the qualifying year due to accident or sickness will be allowed in full, providing that the duration of absence does not exceed twelve (12) months. Where the duration of absence exceeds twelve (12) months, an appropriate pro-rata vacation pay entitlement will be paid based on actual time worked during the qualifying year less any other payment.

Vacation period

- 5.5 Annual paid vacations are taken during the gregorian year.
- 5.6 Regarding the choice of the vacation period, preference is granted to employees by decreasing order of continuous service credit. Between March 15 and March 31st employees will select the period they wish to take their vacations.
- 5.7 The employee's annual paid vacation cannot totally or partially be taken concurrently to another employee's vacation unless authorized by the Foreman and Superintendent.
- 5.8 The Company will endeavour to accomodate each employee as long as it does not interfere with Company's needs for security and the rights of other employees, as established in paragraphe 5.6 above

Termination of Employment

- 5.9 The employee leaving or discharged from the Company and who is entitled to two (2) weeks or less, three (3), four (4), five (5), or six (6) weeks vacation at the end of his qualifying year, receives a pro-rata vacation pay based on 4%, 6%, 8%, 10% or 12% respectively of his total regular earnings (at regular rate) since the end of the qualifying year.

Distribution of Vacation Pay

- 5.10 The vacation pay will be given to the employee in advance prior to his departure for his annual vacation or following employment separation from the Company, as the case may be.
- 5.11 It is not permitted to omit vacations and to withdraw payment for the same except if approved by the Manager of Shop Operations or his representative.
- 5.12 In conformity with Clause 4, statutory holidays, if a paid holiday is observed during an employee's vacation, this holiday is not considered as part of his vacation and he is entitled to an additional day on his vacation pay.

Clause 6

DEDUCTIONS

Deductions from wages, except those required b law, shall be made only on the written authority of the employee.

Clause 7

UNION CHECK-OFF

- a) The Company will, during the term of this Agreement, honour an authorization for the deduction and remittance of the

regular monthly dues of any employee who instructs the Company to make such a deduction on a form provided by the Company and previously approved by the Union. These deductions will be forwarded to the Union monthly.

- (b) As a condition of employment, all employees of the Company who are covered by this agreement will be required within thirty (30) days from the effective date of this agreement to complete such a form instructing the Company to deduct an amount equivalent to the regular monthly dues of Lodge 2235, International Association of Machinists and Aerospace Workers.

Clause 8

SAFETY AND HEALTH

- (a) The Company shall continue to make reasonable provisions for the safety and health of the employees during working hours. In cases where, in the opinion of the Company, special clothing, safety glasses (with or without prescription lenses) and other customary protective devices are required for the protection of the employee, the same will be supplied by the Company.
- (b) Representatives of the Union may meet with Company representatives for the purpose of discussing matters of mutual assistance, and will arrange for regularly conducted Safety inspections.

•Clause 9

PAY ON DAY OF INJURY

(i) An employee hurt in an industrial accident while at work shall be paid at his regular rate for the time lost on the day on which he was injured. If injured during overtime hours or while on night shift, the overtime premium and applicable shift differential shall apply.

(ii) The Company agrees to provide transportation and pay for the time spent by employees during their regular shift hours for medical treatment in the Company medical unit or nearest hospital, when such visits are required as the result of an industrial accident while on the Company premises.

(iii) The Company agrees to pay for visits required by the Workmen's Compensation Board resulting from an industrial accident, except where payment of time or transportation is being compensated for by the Workmen's Compensation Board.

Clause 10

COMMITTEE OF THE UNION

The Union agrees to notify the Company of the names of the members of a Committee appointed by the Union to discuss with the Company any matters or grievances arising out of the operation of this agreement, and also of any changes that may take place from time to time in such Committee. All the members of the Committee shall be employees of the Company, and if they are required to leave their jobs for the performance of their duties as members of the Committee, they shall consult the Foreman-Building Services & Security and come to a satisfactory arrangement concerning their work before leaving their post.

The Union acknowledges and agrees that members of their Committee have regular duties to perform in connection with their employment, and that only such time as is reasonably necessary will be consumed by such persons during working hours in order to attend to the business of administering this agreement.

Clause 11

BEREAVEMENT LEAVE

11.1 In the case of the death of an employee's close relatives, he shall be granted Bereavement Leave with pay at his straight time rate, for each of those days coinciding with regular working days, in the following cases:

11.1.1 A maximum of three (3) days of Bereavement Leave in the case of the death:

1. spouse
2. child
3. father
4. mother
5. brother
6. sister
7. parents-in-law

11.1.2 One day of Bereavement Leave, the day of the funeral, Monday to Friday inclusive, in the case of the death:

8. sister-in-law
9. brother-in-law
10. grandparents
11. grandchildren

Commencement of Bereavement Leave

11.2 The three (3) calendar days bereavement leave will commence with effect from the normal starting time of the employee's shift next following decease, irrespective of whether or not that shift falls on a regular working day.

11.3 Additional Payment

An employee who is at work and receives notification of a death in his or her immediate family (wife, husband, child, father, mother) shall, in addition to normal bereavement pay, receive payment at regular hourly rate to the end of the nearest half shift.

Clause 12

LEAVE OF ABSENCE

- (a) The Company will grant reasonable leaves of absence without pay to delegates of the Union, not exceeding three in number, when necessary for the transaction of Union business.
- (b) Any employee elected as a full-time Union Official, granted leave of absence as above, shall be given special consideration as to re-employment upon termination of his term of office. If at such time a vacancy suitable to his position and experience is open, he shall be given preference over other applicants.

Clause 13

CO-OPERATION

The Union undertakes to co-operate with the Company and will support all reasonable Company rules and regulations.

During the term of this agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slowdown, strike or other stoppage or interference with work.

Clause 14

DISCRIMINATION

- (a) There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of membership in the Union, and the Union will not coerce employees into membership, or solicit membership, or distribute propaganda, or transact any other business of the Union on the Company's time other than as provided in this Agreement.
- (b) No Union meeting shall be held nor Union notice distributed or posted on the Company's property which has not been approved by a representative authorized by the Management to deal with such matters.

Clause 15

WAGES, WORKING HOURS AND CONDITIONS OF EMPLOYMENT

Standard Working Week

- 15.1 The standard work week shall consist of 5 eight hour shifts as scheduled by the Company.
- 15.2 The standard working week is the number of working hours in the week for which no overtime is paid.
- 15.3 The Company has the right to reduce the working week below the standard working week mentioned above, but it agrees that this will only be done when in its opinion there is insufficient work to operate in an efficient and economical manner on the basis of a standard working week. In such cases the Company will post on the notice boards in the shop the working hours which will apply until further notice.

Wages and Conditions of Employment

- 15.4 Rates of wages, overtime regulations, penalties for late starting, recall to work are attached hereto as Schedules "A", "B", "C" and "D", and shall remain in force until the expiration of this Agreement.

Clause 16

CLASSIFICATIONS

Employees will be classified by the Company in accordance with the detailed classifications contained in Schedule "A" and every such employee will be entitled to receive the minimum rate of wages established for his job classification.

Clause 17

SENIORITY

- 17.1 Seniority means the total credits allowed for periods during which the employee is actually at work for the Company and for periods of absence for which credit is granted.
- 17.2 Seniority previously accumulated by an employee will be lost whenever the employee:
- a) Is discharged
 - b) Leaves voluntarily the Company's service.
 - c) Is not recalled to work following a lay off within the proper period established in paragraph 17.11
 - d) Is recalled to work following a lay off within the period established in paragraph 17.11 but is not back to work within the period prescribed in paragraph 17.12
- 17.3 An employee with one (1) year or more seniority and who is absent from work due to lay off will receive credit for such absences of twelve (12) months or less upon return to work. Where any such absence exceeds twelve (12) months, the excess time will not be credited.

Probationary Period

- 17.4 An employee's probationary period terminates when he has worked forty-five (45) regular working days with the Company.
- From the time the employee's probationary period has elapsed, he acquires seniority retroactive to the date of his employment.

17.5 LAY OFF

In all cases of lay-offs employees shall be listed by classification in order of length of service with the Company, the last hired at the bottom of the list. Total continuous length of service with the Company in the occupational classification will be the major factor governing such lay-offs, subject to the remaining employees being able to maintain the normal requirements of the work.

As soon as possible and no later than the Friday preceding the Friday a lay-off will be made, the Company shall meet with the Union Committee to discuss the work available, and to try to find a solution to minimize the effects of the lay-off.

- 17.6 Employees who transfer to the security guards from other areas of the Company shall be considered as new employ-es within the bargaining unit.
- 17.7 The lay-off becomes effective on a Friday regardless if that day coincides or not with a working day. The employee who is to be laid-off shall be given notice four (4) calendar days before the lay-off becomes effective. The same conditions shall apply for the employees who return to work after an absence due to illness or accident
- 17.8 The Company agrees to discuss with the Committee of the Union any case or instance of hardship or alleged injustice to an employee arising out of the lay off.

17.9 The Company agrees to supply confidentially to the Committee of the Union a seniority list, and the names of all employees to be laid off at least (4) days before the lay off becomes effective. The Union agrees not to disclose this information prior to the employees being notified by the Company.

Recall after lay off

17.10 The employee eligible to recall after a layoff is recalled to work in the reverse order to that in which he was laid off from his classification i.e.: the last man laid off is the first man to be recalled. If necessary, the recall notification is given by registered letter or telegram sent to the last address reported by the employee to Personnel office. A copy of the registered letter is sent to the Union the same day it is forwarded to the employee.

17.11 Right and eligibility to recall

Subject to the provisions contained in the present division, an employee with established seniority who is laid off from his original occupational classification has his name entered on the recall list of his classification for a maximum period of:

- a) One year from the date of his layoff if he has less than one year seniority.
- b) two years from the date of his layoff if he has over one year seniority.

17.12 An employee should advise the Company of his intention to return to work within four (4) days from the receipt of a recall to work notification and be back to work within seven (7) days from the reception of such notification when the employee is unemployed, or within fourteen (14) days when he is employed elsewhere.

17.13 On request, the Company will supply the Committee of the Union with a list of all the employees then covered by this agreement showing their length of continuous service.

Clause 18

DISCHARGES

- (a) If an employee is discharged from cause or dismissed without notice, his Steward or other member of the Union executive will be notified and the employee shall have the right to interview his Steward for a reasonable period of time before leaving the Company premises.
- (b) An employee who believes he or she has been unjustly discharged, shall have the right to appeal such discharge through the last step of the grievance procedure. Such appeal must be made in writing three (3) working days from the date of discharge, and failure to file an appeal within this prescribed limit shall prohibit any further consideration of such discharge.
- (c) Such special grievance may be settled by confirming the Company's decision in dismissing the employee, or by reinstating the employee with compensation for time lost, at his regular rate of salary for the time he would have otherwise normally worked, less any income he may have received from any other source of employment, or by any other arrangement which is just and equitable.

Clause 19

JURY DUTY

- (a) When an employee is required to be absent from work on a regularly scheduled work day in order to appear for selection and/or to serve as a juror, he shall be granted pay for those days for which he is absent from work for this reason at his regular hourly rate, including the shift premium and all other premium that he would have received if he had worked, less any fee or other compensation paid him as a juror. Such payment shall not exceed eight (8) hours for any one day of absence.

An employee will not have to report to work on 2nd or 3rd shift if, during the day, he had to appear for selection and/or to serve as juror.

- (b) No additional payment shall be made if required to serve as a juror on any day during which the employee is not scheduled to work nor on statutory holidays, vacations or authorized leaves of absence for other reasons.

Clause 20

SEVERANCE PAY

- (a) The Company agrees to provide assistance to employees with specified service who may be laid off due to plant closing, plant relocation or loss of job through technological change. In the latter case, affected employees will receive full consideration for job reclassification with a period of training before being laid off.
- (b) To be eligible for these benefits, employees must have two (2) or more years of continuous service. Benefits will be computed on the basis of one week's pay for each year of an eligible employee's year of service over five years. The application of the plan is restricted to the conditions outlined in paragraph 1 above, and will not apply in cases of lay-off for shortage of work or where inability to compete or withdrawal of a product results in employees being laid off.

Clause 21

SETTLEMENT OF DISPUTES

Disputes or grievances shall be dealt with by the Management representatives and the Grievance Committee as required.

Following will be the procedure:

- (a) The employee concerned may take the matter to his immediate supervisor alone or accompanied by his union representative within ten (10) days following the day the cause of the dispute or grievance arose.
- (b) If the grievor is not satisfied with the immediate supervisor's decision or if no decision is delivered by the latter within (5) five working days the Union may submit a written declaration of the grievance to the Company Specialist in Union Relations.

A grievance hearing will be held within five (5) working days from the date the written grievance has been received by the Union Relations Specialist.

At that grievance hearing the Company will be represented by the Superintendent of Security and the Specialist-Union Relations. The Union will be represented by the grievor or one of the grievors and a Union Representative.

A written decision will be delivered to the Union by the Company Grievance Investigating Committee within (10) working days from the date of the grievance hearing.

- (c) If the Union is not satisfied by the decision delivered by the Grievance Investigating Committee then, within five (5) working days following this decision, the Union may submit the grievance to the Manager-Employee Relations or his delegate.
- (d) All decisions arrived at between the Company and the Committee shall be final and binding upon the Company, the Committee, and the employee or group of employees concerned.
- (e) Matters to be dealt with under the foregoing provisions of this paragraph shall normally be discussed during working hours, but lengthy negotiations for settlement of disputes shall be discussed outside of working hours.

Clause 22

ARBITRATION

- (a) Should the Company and the Committee fail to reach an agreement regarding an alleged violation of the agreement, the matter shall, on the application of either party, be referred to an Arbitration Board in accordance with the provisions of the Quebec Labour Code. The party making application for arbitration shall notify the other party in writing within thirty (30) calendar days from the date of the final decision rendered by either party on the alleged violation of the agreement.
- (b) The decision of the majority shall be the decision of the Arbitration Board, and if there is no majority, the decision of the Chairman shall be the decision of the Board, but the jurisdiction of the Arbitration Board shall be limited to deciding the matter at issue within the existing provisions of the agreement, and in no event shall the Arbitration Board have the power to add to, subtract from, alter or amend this agreement in any respect.
- (c) In the cases where the Union and the Company have mutually agreed that, for the best interests of all concerned, a single Arbitrator should be selected in the settlement of a specific dispute, the following shall apply:
 - a) Should the Company and the Committee fail to reach an agreement regarding an alleged violation of the Agreement, the matter shall, on the application of either party, be referred to a single Arbitrator. The party making application for arbitration shall notify the other party in writing within thirty (30) calendar days from the date of the final decision rendered by either party on the alleged violation of the Agreement.
 - b) Within ten (10) working days (or any other period mutually agreed upon) of receiving such notification the Union representative and the Company representative must agree to the appointment of the single Arbitrator. Failing agreement either party may request the Minister of Labour to appoint such Arbitrator.

- c) The decision of the Arbitrator shall not be inconsistent with the provisions of the Agreement and in no event shall the Arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.
- d) The decision of the Arbitrator will be final and binding upon the parties hereto.
- e) Expenses which may be incurred in connection with the services of the Arbitrator will be borne equally by both parties to this Agreement.
- f) The Arbitrator will be found to render his decision within thirty (30) calendar days following the hearing of the case.
- g) No matter may be submitted to arbitration which has not been properly carried through all earlier steps provided for in this Agreement.

Clause 23

DURATION OF THIS COLLECTIVE AGREEMENT

- 23.1 This Agreement shall become effective on the 3rd of June, 1978 and shall remain in effect for a two (2) year period thereafter terminating 2nd of June, 1980 unless changed by mutual consent of the parties thereto.
- 23.2 It shall be binding for a further period of one year unless either party shall have given the other written notice of the termination of the agreement not less than thirty days, and not more than sixty days, before the last day of the period prescribed by this agreement.
- 23.3 In the event of notice of termination having been given, and the parties then desiring to negotiate together for a new agreement or for a revision of the present agreement, then the present agreement shall be considered as remaining in force during such reasonable time as may elapse before it is found that the parties cannot come to an agreement.

Clause 24

NOTICES

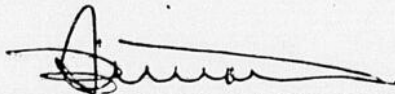
Any notices required to be sent to the Union hereunder shall be effectively given when posted to Lodge 2235, International Association of Machinists and Aerospace Workers at its last known address, and any such notices required to be given to the Company shall be effectively given when mailed to the Company, P.O. Box 220, Montréal, Québec.

La présente convention collective est signée au nom des parties
par leur représentants autorisés le 29 jour de Janvier 1979

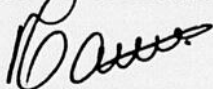
La Compagnie

LES ATELIERS D'INGENIERIE DOMINION, LIMITEE

M. Drouin
Directeur Général



L. Simard
Directeur des Relations
Employés et Communauté



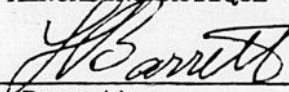
R. Cavey
Surintendant
Maintenance



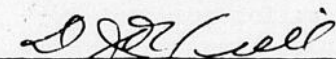
R. Barrette
Spécialiste
Relations Syndicales

L'union


L'ASSOCIATION INTERNATIONALE DES
MACHINISTES ET DES TRAVAILLEURS DE
L'AEROSTRONAUTIQUE - LOCAL 2235



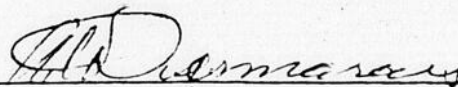
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A.1 HOURLY WAGE RATES

STEPS

Classification	Base	<u>Effective June 3, 1978</u>				
		First	Second	Third	Fourth	Fifth
Sergeant	5.59	5.74	5.89	6.04	6.19	6.35
Constables	5.35	5.49	5.63	5.77	5.91	6.05
		<u>Effective June 3, 1979</u>				
Sergeant	5.82	5.98	6.14	6.30	6.46	6.62
Constables	5.57	5.72	5.87	6.02	6.12	6.32

A.2 SHIFT PREMIUM

2.1 During the first year of this agreement a \$0.15 per hour shift premium is added to the wage rate of the employee working on three shifts rotation.

2.2 During the second year of this agreement a \$0.19 per hour is added to the wage rate of the employee working on three shifts rotation.

A.3 CONSTABLE PREMIUM ACTING SARGENT

A constable required to assume the responsibility of a sergeant shall receive a premium of \$0.30 per hour above his wage rate while performing such responsibility.

A.4 AUTOMATIC INCREASE

4.1 The employee who is paid the base rate in his classification receives the first step rate after three (3) months of continuous service in his classification.

4.2 The employee who is paid at a higher rate than the base rate receives the following step rate after six (6) months of continuous service credit at that rate in that classification.

4.3 Notwithstanding the provisions of paragraph 4.1 and 4.2 the periodicity of the automatic increases are delayed at a rate of one full day for each absence of a normal full working shift.

OVERTIME REGULATIONS

1. GENERAL RULE

For the purpose of identifying the normal and overtime hours it is specified that each day shall be deemed to commence at 7.00 a.m. and to terminate at 7.00 a.m. on the following day for the first shift, to commence at 15.00 p.m. and to terminate at 15.00 p.m. the following day for second shift, to commence at 23.00 and to terminate at 23.00 p.m. the following day for third shift.

2. Employees will be paid overtime rates as follows, unless such overtime is the result of a personal arrangement between two employees or results from the normal changeover between shifts:

a) Time and one-half

- 1) For all hours worked in excess of eight (8) hours per day.
- 2) For the first eight (8) hours worked on their first day off.
- 3) For the first eight (8) hours worked on the day of observance of a statutory holiday.

b) Double time

- 1) For all hours worked in excess of twelve (12) hours per day.
- 2) For all hours worked in excess of eight (8) hours on the day of observance of a statutory holiday.
- 3) For all hours worked on their second consecutive day off.

3. MEAL SUBSIDY

Effective June 3rd 1978 and for the duration of the collective agreement a meal subsidy for the amount of \$2.00 is paid when the employee is required to work more than two (2) hours overtime without warning prior to starting his normal shift.

LATENESS

- C.1 Lateness of three (3) minutes and less after the beginning of the employee's regular working shift is not considered in the calculation of the employee's pay.
- C.2 The employee is paid according to the actual hours worked if he is late for more than three minutes after the beginning of his regular working shift.
- C.3 Lateness up to and including sixty (60) minutes will not be taken into consideration in the calculation of overtime. Any employee being late more than sixty (60) minutes will be paid for overtime on the basis of actual hours worked.

RECALL TO WORK

1. DEFINITION

Recall to work means the act to recal or to demand, after an employe has left the Company premises and in regards with the beginning of his next normal shift, to come to work before the beginning of his next normal working shift.

2. REMUNERATION

- 2.1 The employee who works following a recal is paid at overtime rate for the hours thus worked in conformity with provisions of Schedule "B"
- 2.2 The employee who completes his normal working shift and returns to work, after a recall, within ten (10) hours following the end of his normal shift and who works continuously till the end of his next normal shift is paid at overtime rate for all continuous hours worked since his return to work.
- 2.3 Notwithstanding provisions of paragraph 2.2 above, the employee who cannot work for acceptable reasons to the Company till the end of his next normal working shift, may qualify for overtime rate for hours worked on that shift.