

# COLLECTIVE AGREEMENT

**Bombardier Aviation  
and Unifor Local 112**



Effective: June 23, 2021

Terminates: June 22, 2024



# BOMBARDIER

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## **COLLECTIVE AGREEMENT**

BY AND BETWEEN:

Bombardier Aviation: hereinafter, collectively, called “the Company”  
OF THE FIRST PART

– and –

Unifor through its Local 112 hereinafter referred to as the “Union”

### **ARTICLE 1 – PURPOSE**

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

### **ARTICLE 2 – SCOPE**

2.01 The Company recognizes that the Union is the sole and exclusive collective bargaining agency for all its employees located within a two hundred (200) kilometer radius of Downsview/ Pearson, Ontario and those employees who are engaged on work parties outside Metropolitan Toronto, save and except Office Staff, Supervisors, those above the rank of Supervisors, the Health Centre Staff, Security Staff and Service Engineers.

2.02 Should the Company, during the life of this Agreement, decide to move from its existing locations, the Company agrees to negotiate with the Union 30 days prior to such move for the purpose of providing a Transfer of Operations Agreement to provide:

- (a) Protection of the seniority rights of existing employees.
- (b) The right of existing employees to transfer with the jobs they normally perform.
- (c) Extension of the Collective Agreement to cover the new location.

### **ARTICLE 3 – RELOCATION PAY PLAN**

3.01 An employee whose seniority is transferred to any such new plant pursuant to 2.02 of this Collective Agreement will be paid a **RELOCATION ALLOWANCE** provided:

- (a) The Plant to which the employee is to be relocated is at least forty (40) kilometers from the plant from which his/her seniority was transferred and
- (b) As a result of such relocation he/she changes his/her permanent residence, and
- (c) He/she makes application within six (6) months after commencement of employment at the plant to which he/she was relocated in accordance with the procedure as established by the Company.
- (d) In the event an employee who is eligible to receive a Relocation Allowance under these provisions is also eligible to receive a relocation allowance or its equivalent under any present or future Federal or Provincial legislation, the amount of Relocation Allowance provided under Clause 3.02, when added to the amount of Relocation Allowance provided by such legislation, shall not exceed the maximum amount of the relocation allowance the employee is eligible to receive under the provisions of this Article.
- (e) Only one Relocation Allowance will be paid where more than one member of a family living in the same residence are relocated.

#### **Kilometers between plants relocation allowance**

3.02

0 – 39	nil
40 – 159	\$600.00
160 – 481	\$725.00
482 – 803	\$850.00
804 – 1607	\$975.00

#### **ARTICLE 4 – INTIMIDATION, COERCION AND DISCRIMINATION**

The Company and the Union agree that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced against any employee in regard to training, upgrading, promotion, transfer, discharge, layoff, recall or other work condition because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, handicap, age, marital status, family status, political affiliation, or Union activities.

The Union recognizes that the Company is subject to Federal regulations in regard to security.

#### **ARTICLE 5 – SUPERVISORY STAFF**

The Company will supply the Union with a list of Supervisors, General Supervisors, Superintendents, Members of the Labor Relations Committee and their titles, the Company nominees on the Safety Committee and any other persons with authority, and will indicate by appropriate job titles the nature and extent of their authority and will keep such list up to date at all times. The Plant Chair and Vice-Chair will be notified of any change prior to the effective date of appointment.

#### **ARTICLE 6 – EXCLUDED PERSONNEL**

Personnel other than members of the Bargaining Unit shall not perform work that would come under the terms of this Agreement but may do so when:

- (a) Instructing an employee or employees;
- (b) Experimenting;
- (c) There is an emergency;

Provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employee.

## **ARTICLE 7 – RESERVATION OF MANAGEMENT RIGHTS**

Within the framework of this Agreement, the Company reserves the right to hire, promote, transfer, demote or layoff employees and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided. Within the framework of this Agreement, the Union further recognizes the right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities, to maintain order and efficiency in its plants, and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes and the means of manufacturing.

## **ARTICLE 8 – STRIKES AND LOCK-OUTS**

The Company and the Union agree to be bound by the provisions of the Ontario Labour Relations Act in respect to strikes and lock-outs.

The Company and the Union agree that neither shall call, authorize, counsel, procure, support or encourage an unlawful strike or lock-out.

## **ARTICLE 9 – UNION REPRESENTATION**

### **Bargaining Committee**

9.01 The Company acknowledges the right of the Union to select a Bargaining Committee composed of not more than five (5) members, or lower only through mutual agreement, one of whom shall be a Skilled Trades Committee person. The Company will recognize and bargain with the said Committee on any matter properly arising from time to time during the continuance of the agreement. The President, or in his/her absence, the Vice President of the Local will be ex-officio members of the Committee, if not elected thereto. Alternates will be cleared when the Bargaining Committee is offsite in meetings with the Company, including arbitration.

## **Plant Chair**

### 9.02

- (a) The Chair of the Union Bargaining Committee shall be known as the full time Plant Chair. He/she shall be on a full time basis for the purpose of administering the Agreement in cooperation with the Committeeperson. The Plant Chair shall be allowed free access to and from the Company's operations in the performance of his/her duties. He/she shall first notify the Area Manager, or his/her designee before proceeding into the area. The Plant Chair will be provided with an office and office facilities including desk, chair, telephone, computer and filing cabinet and the Plant Chair will be supplied with written information concerning starts, surpluses, layoffs, discharges, releases, recalls and changes in job classifications. The Company will continue the present practice of providing Company forms involving transfer of employees. Every six (6) months the Company will supply the Union with a complete mailing list of employees covered by this Agreement. Every employee is required to keep on file with the Human Resources Department his/her current address and telephone number.
- (b) The Vice Chair of the Union Bargaining Committee or because of his/her unavailability, another designated representative from the Bargaining Committee or the Plant Committee shall substitute for the Plant Chair should the need arise.
- (c) The Plant Chair or his/her substitute shall receive the rate of pay equal to the highest rate of pay in the Bargaining Unit and will be paid the equivalent of sixty (60) hours per week at straight time.

## **District Committeepersons**

### 9.03

- (a) The Company agrees that the Union shall be represented in each four (4) geographical districts of the Plant by a Day Shift District Committee person who shall be elected or otherwise

appointed from the employees in the geographical district he/she is to represent. In addition there shall be one (1) Skilled Trade District and one (1) District for Off-Shift employees, each represented by a District Committeeperson elected or otherwise appointed from the employees in those districts. It is understood that the Off-Shift District Committeeperson shall be employed on a five (5) night operation.

- (b) The Union will define the geographical districts and submit the list to the Company. Each March 1st, July 1st and November 1st the number of District Committeepersons shall be increased for every increase of 250 bargaining unit employees above 1200 or decreased for every decrease of 250 bargaining unit employees thereafter. In any event the minimum number of Committeepersons shall not be less than five (5), or lower only through mutual agreement. At the time of increase or decrease to the number of District Committeepersons, the Union shall redefine the geographical districts and so advise the Company. At the same time, where the number of District Committeepersons is above the minimum number, the Union may, at its discretion, define the geographical districts so as to provide two (2) Districts for Off-Shift employees, with the understanding that each of the Off-Shift District Committeepersons shall be employed on a five (5) night operation.
- (c) The District Committeepersons shall be on a full time basis for the purpose of performing their representational obligations. Each District Committeeperson will be provided with a desk, chair, computer and internal telephone to be located within his/her geographical district.
- (d) During all absences of a personal nature of eight (8) or more hours duration of a District Committeeperson, the Company will recognize a substitute designated by the Union.
- (e) Each District Committeeperson, (other than the Skilled Trade District Committeeperson), or a substitute, shall receive the

rate of pay equal to the highest production rate and will be paid the equivalent of fifty-seven (57) hours per week at straight time. The Skilled Trade District Committeeperson, or a substitute, shall receive the rate of pay equal to the Skilled Trades wage group ST3 and will be paid the equivalent of fifty-seven (57) hours per week at straight time.

- (f) When a District Committeeperson ceases to hold office he/she shall be returned, consistent with his/her seniority, to the classification and to the program in which he/she was employed at the time of his/her election or appointment as a District Committeeperson, or to a job classification embracing comparable job duties to that which he/she held prior to his/her election or appointment. The Company will provide current and relevant training for the outgoing committee person upon their return.

#### 9.04

- (a) District Committeepersons will only be recognized in the district which they represent. It is understood that there may be occasions when a Committeeperson will be required to follow through a written grievance outside his/her jurisdiction if such grievance originated within his/her district. Permission for this purpose will have to be secured in advance.
- (b) District Committeepersons shall enter and remain in the Plant only on their respective shifts unless otherwise agreed to by Management.

### **WSIB/Health & Safety Representative**

#### 9.05

- (a) The Company will recognize one (1) full time WSIB/Health & Safety Representative to assist the Plant Chair. The WSIB/Health & Safety Representative shall be allowed free access to and from the Company's operations in the performance of his/her duties. He/she will be provided with a computer, desk and a chair in the Plant Chair's office.



This appointee will be a certified member as defined in the Occupational Health and Safety Act and attend all Joint Health and Safety Committee meetings and workplace inspections. He/she will be provided with an office and office facilities including desk, chair, telephone and a filing cabinet.

The Union appointee, or a substitute shall receive the rate of pay equal to the highest production rate and will be paid the equivalent of fifty (50) hours per week at straight time. The Health and Safety Representative will be available for the purpose of performing his/her Health and Safety obligations. There shall be no overtime premiums paid for any hours worked in excess of forty (40) hours per week.

During all absences of a personal nature of eight (8) or more hours' duration of the Health and Safety appointee, the Company will recognize a substitute designated by the National Office of the UNIFOR.

When the Union appointee ceases to hold office, he/she shall be returned, consistent with seniority to the classification and to the department in which he/she was employed at the time of his/her appointment as Health and Safety Representative, or to a job classification embracing comparable job duties to that which he/she held prior to his/her appointment. The Company will provide the current and relevant training for the outgoing Health and Safety Representative upon their return.

### **Training/Benefits Representative**

9.06

(a) The Company will recognize a full time Training/Benefits Representative to assist the Plant Chair and assist in the co-ordination and delivery of the training programs approved by the Company. The Training/Benefits Representative shall be allowed free access to and from the Company's Operations in the performance of his/her duties. He/she will be provided with a computer, desk and a chair in the Plant Chair's office.

- (b) The Training/Benefits Representative shall receive the rate of pay equal to the highest production rate and will be paid the equivalent of fifty (50) hours per week at straight time.
- (c) When the Training/Benefits Representative ceases to hold office, he/she shall be returned, consistent with his/her seniority to the classification and to the program in which he/she was employed at the time of his/her election or appointment as Training/Benefits Representative, or to a job classification embracing comparable job duties to that which he/she held prior to his/her election or appointment. The Company will provide current and relevant training for the Training/Benefits Representative upon their return.
- (d) In the event there is a shift in business conditions such that there are increased training needs, the parties will meet to discuss the allocation of duties of the Training/Benefits Representative in order that these needs can be met.

### **Union President**

9.07 The President of the Local Union, or in his/her absence the Vice President, will be recognized as an ex-officio member of all committees. It is understood that the President and Vice President shall not be recognized as additional District Committeepersons but will have access to all plants of the Company's operations covered by this Agreement.

### **Union Representatives**

9.08 The Company agrees to accept advice by telephone to the Manager, Industrial Relations of the appointment or election of a Plant Chair, Committeeperson, Training/Benefits Representative, WSIB Representative, Union Officer or Vice Plant Chair, and will recognize such office from that time, providing a letter of confirmation is received from the Union.

## **ARTICLE 10 – ATTENDANCE OF NATIONAL REPRESENTATIVE**

A National Representative or Representatives of the Union may be present and participate in any meeting of the Union Bargaining Committee and the Company.

## **ARTICLE 11 – UNION BUSINESS**

11.01 An employee requiring representation in the grievance procedure shall first contact his/her Supervisor who shall then arrange for the attendance of the District Committeeperson.

11.02 When it becomes necessary for a District Committeeperson to enter an Area of a Department for the fulfillment of his/her Union duties, he/she shall first inform the Area Supervisor of his/her presence before proceeding with the grievance matter occasioning his/her entry into the Area.

11.03 It is understood that a District Committeeperson, in carrying out his/her Union responsibilities, will endeavour to minimize or avoid disruption to operations.

## **ARTICLE 12 – PAYMENT OF BARGAINING COMMITTEE**

Prior to the expiry date of the Collective Agreement, and for the thirty (30) calendar days following expiry date, members of the Bargaining Committee including members of any sub committees, will be compensated for the time spent during regular working hours in negotiating with the Company representatives for renewal of the Collective Agreement. If the parties meet for part of a day the Bargaining Committee shall be compensated for the full day. The Company will pay the cost of a meeting room during Collective Agreement renewal negotiations.

## **ARTICLE 13 – UNION/COMPANY MEETINGS**

13.01 The Union Bargaining Committee and the Company Senior Management, or their designee, shall meet within five (5)

working days when there is business which requires their joint consideration. The parties agree that a disposition will be given within seven (7) working days following the meeting.

13.02 Necessity for meeting will be indicated by a letter or note from either party to the other party containing an agenda of the subjects for discussion.

## **ARTICLE 14 – GRIEVANCE PROCEDURE**

14.01 The Union and the Company recognize that they have a common interest in resolving grievances effectively, and that amidst a complex, multi-disciplinary environment, there will be issues and disputes arising which may not necessitate initiating the grievance procedure. To that end, the Union commits to educating union members about work ownership, roles and responsibilities, types of violations, and types of grievances. The Union further commits to sending any current or newly elected Committeepersons to UNIFOR's Grievance Handling and Workplace Leadership course. Correspondingly, the Company commits to educating its management and salaried employees about the collective agreement and adherence to work ownership, roles and responsibilities, types of violations, and how to interpret the collective agreement to reduce the need for grievances.

14.02 Any complaint or cause of dissatisfaction arising within this Agreement between an employee or employees and the Company, with respect to the administration of this Agreement, shall be addressed through the following procedure. Nothing within this article is intended to discourage or eliminate the ongoing day-to-day discussions that occur between an employee and their Leader, or between a committeeperson and any management representatives. No employee will be discriminated against, nor will his/her record be affected because of his/her lodging a grievance.

## **STEP NO. 1**

14.03 The Zone Committeeperson shall reduce the grievance to writing on electronic Grievance Forms supplied by the Company and approved by the employee (or employees) and the Zone Committeeperson or the Office Chairperson. The Zone Committeeperson shall submit the grievance to the Industrial Relations department and the Leader of the employee and/or any other appropriate management representative. As part of the Zone Committeeperson and the Leader's joint efforts to resolve the grievance, the Union will provide the Leader with all relevant particulars related to the grievance, including any available facts, supporting evidence or documentation, and the specific remedy which is being sought. Similarly, if there are any additional questions or information required by the Union at any stage of the grievance procedure including arbitration/mediation, the Company will provide this information within five (5) working days.

The Zone Committeeperson and the Leader will make an effort to resolve the grievance. The Leader within five (5) working days of his/her receipt of the grievance, will furnish his/her written answer to the Zone Committeeperson electronically. If the Leader fails to furnish a response within these five (5) working days after receipt of the grievance form, the grievance will automatically be advanced to Step 2.

14.04 If the decision of the Leader is not satisfactory to the employee concerned and/or the Union, the Union will notify the Industrial Relations department within five (5) working days of their intent to advance the grievance to Step Two.

## **STEP NO. 2**

14.05 Following advancement of the grievance to Step Two, the parties will convene for a Step Two hearing within five (5) working days. At this hearing will be the Company's designates, the Zone Committeeperson, and any persons necessary to the

resolution of the grievance. The Company will provide the Union with its written decision within five (5) working days of the date of the hearing.

14.06 If the Company's written disposition at Step Two is unsatisfactory to the Union, the Union will have five (5) working days to notify the Industrial Relations department of its intent to advance the grievance to arbitration/mediation.

14.07 After the Step Two hearing has occurred, failure by the Union to observe its time limits will constitute withdrawal of the grievance. If the failure is on the part of the Company, the grievance shall be considered settled in the grievor's favour. If the time limits cannot be met due to the legitimate absence from the appropriate Company facilities of persons directly involved in the grievance, an automatic extension of five (5) working days will be granted upon the return of the absent individual. Any grievances withdrawn or conceded under this provision will be treated as without precedent or prejudice and will have no bearing on any other ongoing or future matters between the parties.

14.08 At any stage of the grievance procedure including arbitration/mediation, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the office to view the disputed operations or to confer with the necessary witnesses.

14.09 The Company may decline to consider a matter under the Grievance Procedure unless it has to do with the application or interpretation of the terms of this Agreement and the condition or circumstances upon which the grievance is based, originated or occurred within thirty (30) working days of its having been brought to the attention of the Leader. However, grievances in respect to group insurance settlements may be placed within ninety (90) working days of date on which they originated.

14.10 All monetary settlements will be paid out within (ten) 10 working days of the grievance being signed and resolved. If any additional time is required for the purposes of gathering, verifying, and calculating settlements, the parties will mutually agree on an extension period.

## **GRIEVANCE CATEGORIES AND DEFINITIONS**

14.11 The parties recognize that a variety of grievances may arise as part of this procedures, and that it is in the parties' interest to utilize the grievance procedure in an organized manner. The Union will follow the definitions within this Article and utilize the appropriate category when filing a grievance.

To that end, grievances shall be identified at the time of filing as falling into one or more of the following categories: Individual, Group, or Policy.

14.12 A group grievance is defined as a single grievance signed by the Zone Committeeperson on behalf of a group of employees in their Zone who have the same grievance with the Company. Group grievances shall be filed at Step Two.

14.13 A policy grievance is defined as a single grievance which alleges a misinterpretation or violation of any provision within the collective agreement which affects numerous employees and/or multiple zones and cannot be resolved due to the nature or scope of the issue in dispute. Policy grievances will be filed by the Plant Chairperson or his/her designate at Step Two.

## **ARTICLE 15 – ARBITRATION**

15.01 If arbitration is to be invoked, the request for arbitration must be made in writing within five (5) working days after delivery of the decision to the Union or Company following Step No. 2.

15.02 Grievances submitted to arbitration shall have the following priority at arbitration:

- Discharge
- Layoff

- Company grievances
- Policy
- Leave of absence
- Others

15.03 Subject to Clause 15.02, grievances will normally proceed to arbitration in the order in which they have been slated for arbitration. Grievances to be heard by the Arbitrator will be confirmed by the parties fourteen (14) days prior to the hearing.

15.04 It is agreed that disputes which are carried to the arbitration stage shall be heard before a single Arbitrator. The Company and the Union, having expressed confidence in the ability of the under mentioned persons, agree that they shall be called to arbitrate on a rotation basis and in order of their listing:

Eli Gedalof  
Marilyn Silverman  
Mort Mitchnick  
Ms. P. Knopf  
Larry Steinberg  
Chris Albertyn

In addition to the above, the parties agree to P. Knopf as arbitrator in technological matters, or such other competent arbitrators that may become available during the life of this Agreement as mutually agreed to by the parties.

15.05 A grievance slated for arbitration shall proceed in the following manner:

- (a) A letter shall be sent within fifteen (15) working days to the arbitrator on a rotating basis.
- (b) The first or second date received for arbitration shall be accepted for a hearing and the arbitrator shall be advised of the grievance(s) to be heard.

15.06 No matter may be submitted to arbitration which has not



been considered under Step No. 2 of the Grievance Procedure and the Grievance Form and the decisions written thereon or attached thereto shall be presented to the Arbitrator and the Arbitrator's decision shall be confined to deciding the issues therein set out.

15.07 In the event that one of the above Arbitrators ceases to act, the Company and the Union will attempt to secure a replacement. In the event of a failure of the parties to agree, the matter of appointment will be referred to the Minister of Labour for the Province of Ontario.

15.08 The Arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement. The Arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the Arbitrator is just and equitable.

15.09 The decision of the Arbitrator shall be final and binding on both parties and his/her expense shall be borne in equal shares by the Company and the Union.

15.10 It is agreed that in view of the accessibility of operations and witnesses, arbitration hearings will be held on the premises of the Company, and that up to two cases may be presented at one arbitration hearing.

15.11 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the plant to view the disputed operations or to confer with the necessary witnesses.

15.12 An employee, appearing during working hours before an

Arbitrator on the hearing of his/her appeal on a grievance, shall be paid by the Company, at his/her regular rate, for the time so spent. The same condition shall apply to employees who may appear as witnesses relative to an arbitration case.

## **ARTICLE 16 – DISCIPLINARY ACTION**

16.01 An employee removed from his/her place of work for reprimand or disciplinary action shall have a Union Representative present during the interview.

Any notation of a reprimand or disciplinary action placed on an employee's record shall be removed after an elapsed period of one (1) year from the date the discipline was recorded in which the employee has not received a further notation for the same or a similar type of infraction.

16.02 A claim by an employee that he/she has been unjustly discharged from his/her employment shall be treated as a grievance, if a written statement of the grievance is lodged with the Manager, Industrial Relations or his/her designee within three (3) working days after the employee has been notified of his/her discharge. The discussion of such grievance shall commence at Step No. 2 of the Grievance Procedure which shall be invoked within three (3) working days thereafter.

In the case of an employee who is discharged while absent from the Plant, the period of three (3) working days shall be extended to five (5) working days following issue of the Notice of Discharge by registered mail to the last address shown on the Company Human Resources Records.

## **ARTICLE 17 – SENIORITY**

17.01 There shall be two (2) Seniority Lists as follows:

- (a) Skilled Trades employees
- (b) Aircraft Division employees

There shall be no bumping of employees between either of the two Seniority Lists except as provided under Article 24.

## 17.02

- (a) Seniority rights shall be established from the date on which an employee commences his/her present employment with the Company. The same date shall be used on Job Classification Lists.
- (b) Seniority Lists will be amended and reissued to the Union every three (3) months from the effective date of the Agreement and will be posted at three locations within the facility. The Seniority List will stipulate name, classification, clock number, department, seniority date and service date where such service date has to be considered in conjunction with an employee's position on the Seniority List.
- (c) A complaint by an employee relative to his/her position on a Seniority List may be dealt with as a grievance, at any time. However, the Company's financial liability shall not extend beyond a period of fifteen (15) working days preceding the date on which the Company received the written grievance.

## 17.03

- (a) Any employee who completes ninety (90) days of work during one period of employment will be considered as having completed his/her probation and his/her name will be added to the appropriate Seniority List.
- (b) If an employee works a day or part of a day or if a Plant Holiday should fall during the probationary period, such day, part of the day or Plant Holiday shall be considered as a working day for the purpose of computing the employee's probationary period.
- (c) On completion of his/her probationary period, an employee will be credited with his/her seniority from the date on which he/she commenced his/her present employment with the Company.
- (d) Any Company employee who moves from a non-bargaining unit job into a job within the Local 112 bargaining unit (a "moving employee") will be treated as a probationary

employee and will be considered to have no seniority. During such probationary period the moving employee may be removed from the job in the Local 112 bargaining unit. Such employees' benefit entitlement under Schedule "A" shall be based on length of service with the Company. However, any moving employee who has been in receipt of benefits prior to the move into the Local 112 bargaining unit, shall be entitled to benefits under Schedule "A" without any additional waiting period. Moving employees will be paid at the Level 1 rate for their new classification. However, if the employee moves from a job within the Local 673 bargaining unit, his/her rate shall be at Level 3 for the job classification in the Local 112 bargaining unit.

17.04 Notwithstanding anything contained elsewhere in this Agreement, no grievance will be lodged against a discharge, by the Company, of a probationary employee during the first sixty-seven (67) working day period of his/her employment. A probationary employee may grieve on matters relating to normal operating conditions at any time.

## **ARTICLE 18 – GENERAL PROVISIONS**

18.01 The Company and the Union agree with the principle that those with the greatest seniority shall be given preference in promotions and that those with least seniority shall be the first to be demoted – PROVIDING – that the employee or the employees involved, possess the ability to do the work required.

Fundamentally, rules respecting seniority are designed to give employees an equitable measure of job security based on length of service with the Company and subject to the provisions of the Collective Agreement.

18.02 SKILLED TRADES – negotiated as an Appendix.

18.03 The Company agrees that, during the term of this Agreement, employees will not be permitted to resign for the

express purpose of being reinstated in a job to which they would not ordinarily be eligible.

18.04 As of June 23, 2021, all employees are required to provide at least 30 days' notice in advance of their intent to retire.

**ARTICLE 19 – TEMPORARY REASSIGNMENT**

The Company may temporarily reassign employees to other work such as may be necessary to avoid short layoff and/or recall. Such reassignment should only be for two periods whether full or part days not to exceed thirty (30) days worked and provided:

- (a) That the Committeepersons for the Zones (Districts) affected are advised in writing prior to effective time of the reassignment of the work conditions and names of the employees involved.
- (b) That the temporary reassignment shall in no case exceed thirty (30) days worked unless an increase is arranged by mutual consent of the Company and a Union Representative for up to an additional ten (10) working days. Thereafter, any additional increases are arranged by mutual consent of the Company and the Plant Chair or the consent of the Plant Bargaining Committee if five (5) or more assignees are involved in the extension.
- (c) Such employees as may be assigned to the temporary work shall receive the pay of their regular job classification or the top rate of the job classification in which the temporary work occurs, whichever is the higher.
- (d) No disciplinary action will be taken against any employee who is assigned work of a temporary nature in another job classification by reason of his/her failing because of lack of job knowledge to satisfactorily do the work required of him/her in that classification.
- (e) No employee will be declared surplus during the period which another employee is temporarily assigned to his/her job classification and no reassignment will occur for

a corresponding period of time following a surplus to the reassigned classification.

- (f) When employees are surplus and employed in other classifications within the plant, upward or lateral reassignments will occur as follows:
  - i. the senior employee within the Bay who has recall to the classification required will be given preference provided they are capable and available to perform the work assignment.
  - ii. If there are no employees with recall within the Bay, senior employees who are capable and available to perform the work assignment within the program can be re-assigned for up to ten (10) working days.
  - iii. Thereafter, the most senior employee within the plant who has recall to that classification will be reassigned for up to thirty (30) days worked.
- (g) The Company agrees that it will not use temporary reassignment to circumvent the job posting and recall procedure. It is understood that the word “short” as used above shall be deemed to mean thirty (30) days worked or less.
- (h) in the event the reassignment is to a higher rated job, the senior personnel in the department affected will be given preference, unless otherwise indicated in (f) above.
- (i) In the event of a downward reassignment to which there are employees surplus and employed in other classifications within the plant, the reassignment will occur as follows:
  - i. No employee will be declared surplus during the period which another employee is Temporary assigned to his/her job classification or during a corresponding period of time following such temporary assignment.
  - ii. Downward reassignments will not exceed thirty (30) working days.

## **ARTICLE 20 – JOB POSTINGS**

20.01 When there are openings within the job classifications covered by the Collective Agreement, the Company will post notices on the bulletin boards throughout the plants. These notices will contain classification(s), program and bay and will remain posted for a period of 7 calendar days before hiring outside help and, in the interim, applications from eligible employees will be considered in conjunction with Clauses 17.03 (c), 18.01. Every reasonable effort shall be made to place the employee in the identified position. The notices will be removed at the end of the shift following the expiry of the 7 calendar days. Additionally, the job postings process will be governed by the following:

- (a) Application forms will be submitted at a designated location that is mutually agreed to, and the parties will create a process whereby applicants will receive a receipt of submission;
- (b) A FAQ document will be posted at all times on all bulletin/notice boards throughout the plant;
- (c) Employees shall only write one (1) job posting number per application form. Any application with multiple job posting numbers on the form will be disqualified from consideration.
  - i. In the event an employee is successful for multiple postings at the same time, he/she will be given their preferred job on a seniority basis
- (d) When applying for skilled trades, the following two (2) points are mandatory and to be printed on both job postings and application form:
  - i. Journey persons must include proof of bona fide apprenticeship with license and attach to the application form
  - ii. When applying for skilled trades apprenticeship the employees must attach proof of grade 12 diploma or equivalent and attach to the application form
- (e) The Company will have up to five (5) working days to mark all tests, and test results will be posted after any time within 5 working days from the date of testing by clock number.

- (f) Employees have five (5) working days following the date that marks are posted to review their mark or challenge their test material which they feel may be incorrect. In the event that an employee does not show (DNS) to write two (2) tests for the same classification, the employee will be disqualified from applying for that position for a period of six (6) months from the time of posting.

20.02 An employee who has attained seniority is free to apply for any posted job in which he/she can confirm previous experience or ability subject to the following provisions:

- (a) An employee applying for a position in his/her same or a lower wage group shall not be considered until after those applicants for the said job vacancy from a lower wage group and who qualify under the “promotion” terms of reference have been considered.
  - i. A successful downward bid shall be paid the job rate of the lower job and shall forfeit vested rights and recall rights but maintain their previously held rights.
  - ii. After an employee successfully posts downward from a classification, the employee will be able to re-apply to this former classification without writing the application test, or completing a 30 day probationary period.
- (b) An employee accepted on a job posting will be notified of his/her acceptance within five (5) working days after the five (5) review period. An employee accepted on a job posting should normally assume his/her new duties within fifteen (15) working days, but no later than twenty (20) days if there are operational issues that prevent this.
  - i. In the event the Company cancels a job posting after the test has been written but before the successful applicants are posted on the bulletin/notice boards, all applicants who applied for the job and successfully pass the test will have their marks honoured for a period of six (6) months from the date of the cancellation of the job posting. These



- employees will be immediately eligible to apply for any/all future job postings.
- ii. In the event the Company cancels a job posting after posting the successful candidates but within the five (5) successfully posted period, these applicants will have their acceptance/test marks honoured for a period of six (6) months, and will be immediately eligible to apply for any/all future job postings.
  - iii. In the event the Company cancels a job posting after the expiry of the five (5) successfully posted period and a grievance is filed, the successful applicants will be awarded an opportunity to any/all future job postings within that classification, by plant-wide seniority, providing the grievors apply for that position. If the grievor is posted as successful and declines the job, or if the grievor successfully posts into a different job posting in any classification within six months after the cancellation, the grievance will be considered resolved. The applicants affected by the cancellation will have their marks honoured for a period of six (6) months from the date of the cancellation of the job posting, and will be immediately eligible to apply for any/all future job postings.
  - iv. In the event the Company cancels a job posting after the successful candidate has commenced working the 30 day probationary period, and a grievance is filed, the affected employee(s) will have their test results honoured for a period of (6) months, and will be awarded an opportunity to any/all future job postings within that classification, by plant-wide seniority, providing the grievors apply for that position. If the grievor is posted as successful and declines the job, or if the grievor successfully posts into a different job posting in any classification within six months after the cancellation, the grievance will be considered resolved... These employees will be immediately eligible to apply for any/all future job postings.

- (c) After thirty (30) working days, an employee's seniority will be vested in the Job Classification to which he/she has moved under successful application for a posted job.

### 20.03

- (a) An employee will be considered to be ineligible for consideration to further job postings for a period of six months should any of the following occur, unless the employee in question has been declared physically unfit for the job in which he/she has been promoted:
  - i. Any employee successfully posts into a job and then declines the opportunity;
  - ii. An employee is removed during the 30 day probationary period
  - iii. An employee elects to return to their former classification during the 30 day probationary period
- (b) In the event an employee is not placed in the identified position as outlined in 20.01 he/she shall be free to post at any time
- (c) The six (6) month ineligibility period will not apply to employees who wish to bid for a Skilled Trades/Apprenticeship job posting.
- (d) Additionally, any employee who completes the 30 day probationary period in the new job shall not be eligible to be considered for a further job posting for a further period of six (6) months from the date of posting of his/her acceptance, unless the employee in question has been declared physically unfit for the job to which he/she has been promoted.

20.04 An employee on layoff with recall rights shall be eligible for job postings on the following basis:

- i. A laid off employee who has exercised all his/her bumping rights may be considered for any job opening except one he/she has refused or failed;
- ii. A laid off employee who elected layoff without having exhausted his/her rights to bump would not have the right to bid for any job which is below the wage group he/she held at the time of layoff.

However, after exhausting his/her EI and/or SUB benefits he/she will be entitled to apply for any posted job. The only area of grievance would be ability and seniority for the posted job.

20.05

- (a) Notwithstanding other provisions of the Agreement, an employee who is accepted on the basis of a job posting may be returned to his/her former Job Classification provided he/she requests return within thirty (30) working days.
- (b) In the event that an employee does not exercise the option of returning within thirty (30) days as described above, and there is a dispute as to his/her ability to satisfactorily perform the job, the employee shall be returned to his/her former job classification and the matter may then be referred to the Grievance Procedure.
- (c) In the event that an employee is returned to his/her job under either of the above conditions, the job, if required, shall be awarded to the next applicant by seniority from the initial posting.

### **ARTICLE 21 – LEAD HANDS**

In the matter of promotions of lead hands, where two or more applicants have equal standing with respect to extensive job knowledge and experience, then job classification seniority shall prevail. Before appointment of a Lead hand, the Leader may discuss the matter with the Committeeperson for the Zone (District) and will take into consideration any recommendations brought forward by the relevant crew.

### **ARTICLE 22 – LAYOFF AND RECALL**

22.01 When it is necessary to reduce the working force, the following seniority provisions are effective.

- (a) In the event of a major machine breakdown, power failure,

water failure, fire or flood, then the Company may layoff the employees affected without regard to seniority and will be permitted up to three (3) working days to determine seniority rights and make proper adjustment of staff, PROVIDED that no employee may be laid off out of seniority for more than six (6) working days in one calendar year. In the case of other similar circumstances, beyond the control of the Company, the action to be taken shall be determined by mutual agreement of the parties.

- (b) Probationary employees in the Job Classifications affected will be laid off first. Probationary employee will be as per article 17.03a, and regular employees completing their 30 day probationary period in a new job will be as per Article 20.
- (c) Employees with seniority in the Job Classifications affected will be removed from the classification in inverse order of seniority and may exercise bumping rights with the provisos:
  - i. He/she may accept layoff rather than exercise his/her bumping rights, or
  - ii. He/she may elect to displace the employee holding least seniority in any succeeding downward wage level to any classification where he/she has vested rights. Such employee may be assigned within the classification and program as required by the Company. Employees affected by a bump will be notified within 14 days of the initial layoff notice being posted.
  - iii. Employees will not be permitted to exercise bumping rights or recall rights laterally, unless the employee is covered by Letter of Intent 34 (Amalgamation).
- (d) In no event shall an employee bump another employee who is employed in a higher paid Job Classification. (Except for Letter of Intent #34).
- (e) An employee, while on disability leave or any other personal leave of absence, will be laid off for lack of work in accordance with the seniority provisions of the collective agreement. The

employee will be notified by registered mail of such a layoff. Any bumping rights may be exercised when the employee is fit to return to regular or modified duties, in accordance with their seniority rights and where he/she has vested rights.

22.02 In the event that two or more employees possess the same seniority date, the employee holding the lowest clock number shall be deemed to possess highest seniority, unless otherwise provided for in this Collective Agreement.

22.03 The Company shall always endeavour to submit to the Plant Chair a list of employees to be laid off two (2) weeks prior to the layoff becoming effective and similarly the employee subject to the layoff will be given up to two (2) weeks' notice; or alternatively, the laid off employee will be paid two (2) week's salary in lieu of such notice. A copy of any notice given to an employee by the Company in compliance with the Employment Standards Act shall be sent to the Plant Chair. In any circumstance, notice to the Plant Chair shall never be less than one week.

22.04 An employee while retained on the Seniority List during layoff, accumulates seniority during such a period.

22.05

- (a) Subject to Clause 22.01(c), a surplus/laid off employee who has recall rights will be recalled to any former job classification to which he/she had vested rights except those classifications in which he/she refused, posted downwards from, failed their probationary period, or returned to their previous classification during their thirty (30) day job posting probationary period.
- (b) A laid off employee having exercised his/her rights under Clause 22.01(c), shall be recalled consistent with his/her seniority to any job he/she had vested rights to.
- (c) Employees when notified of layoff as per Clause 22.05, will indicate on a form supplied by the Company those jobs he/she wishes recall to, and will receive a copy of said form.

22.06 However, an employee who has elected layoff cannot claim recall to any job classification on his/her flow chart which is below that from which he/she elected layoff, or be recalled to a job in which he/she had failed.

22.07 A claim by an employee that he/she has been improperly declared surplus or laid off, shall be treated as a grievance if a written statement of such grievance is lodged with the Manager, Industrial Relations, within fifteen (15) working days after the employee has been declared surplus or notified of layoff. In such case Step No. 2 of the grievance procedure shall be invoked within three (3) working days following receipt of the grievance.

22.08 The Plant Chair or designee shall be given an opportunity to be present when the employee is notified of a surplus in which he/she is involved.

### **ARTICLE 23 – LOSS OF SENIORITY**

Seniority status once acquired will only be cancelled upon:

23.01 If an employee voluntarily quits employment or is discharged and such discharge is not reversed through the Grievance Procedure.

23.02 Failure to return to work within seven (7) working days after issuance of the Company's notice of recall by registered mail to the last address shown on the Company's Human Resources Records after layoff unless proof of a disabling illness or injury is submitted to the Company by the employee prior to the expiration of the seven (7) day period. If extenuating circumstances are proven, the Company may extend the seven (7) day recall limit. The Company will give serious consideration to extending the seven (7) day time limit when conditions are beyond the employee's control to so report.

23.03 A laid off employee shall retain recall rights for a period equal to the seniority attained at time of layoff or a minimum of three (3) years, whichever is greater.

23.04 Employees seniority will be cancelled and cease to exist upon appointment to any non-Union position within the Company.

**ARTICLE 24 – ACCOMMODATION OF PHYSICALLY RESTRICTED AND/OR PREGNANT EMPLOYEES**

24.01 Any employee who has been incapacitated at his/her work by injury or compensable occupational disease, while employed by the Company, or suffers a physical or compensable occupational disease, while employed by the Company or suffers a physical or mental disability, as defined by his/her physician and confirmed by the Company Physician, and such disability temporarily or permanently restricts him/her in the performance of the work of his/her normal classification will, where reasonably possible, be employed in other work, on either a job which is operating in the plant or on a modified job, which he/she can do without regard to any seniority provisions of this agreement. The accommodated employee will be red-circled at the pre-injury classification. However such employee may not displace an employee with longer seniority. Further, in the case of a temporary restriction, such re-assignment shall only last until the restriction is removed or no longer exists.

Notwithstanding any other articles of this agreement, the Company may employ such restricted employees on limited or graduated hours of work, or adopt any other measure which may assist in the accommodation of such employees.

The Plant Chair will be consulted prior to any of the above decisions or re-assignments being made. An individual case review will occur at six (6) months including the Plant Chair or designee.

24.02 Any case appealed to arbitration involving a continuing refusal of Management to return an employee to work from sick leave or absence which has continued for twenty-six (26) weeks or longer, by reason of the medical findings of a physician or physicians acting for the Company, will be reviewed between

the Company and the Union, if such findings are in conflict with the findings of the employee's personal physician with respect to whether the employee is able to do a job to which he/she is entitled in line with his/her seniority. Failing to resolve the question, the parties may by mutual agreement refer the employee to a clinic or physician mutually agreed upon whose decision with respect to whether the employee is or is not able to do a job to which he/she is entitled in line with his/her seniority, shall be final and binding upon the Union, the employee involved and the Company. The expense of such examination shall be paid one-half by the Company and one-half by the Union. Any retroactive pay due the employee shall be limited to a period commencing with the date of filing of the grievance, or the date the employee became able to do a job to which he/she is entitled in line with his/her seniority, whichever is the latter.

24.03 Any employee who becomes pregnant while employed by the Company and is unable to continue in her classification because of chemical or biological agents in her area will, upon recommendation of her physician and confirmation by the Company physician, be employed in other work on a job that is operating at the Toronto site and will continue to accrue plant-wide seniority.

Such employee will return to her original classification upon termination of her Maternity Leave of Absence, consistent with her seniority.

24.04 The Company physician may schedule independent medical evaluations and/or functional abilities evaluations for an employee and the employee will attend and participate in such evaluations.

The Company and the Union will work cooperatively to select the list of physicians that employees will be sent for independent medical examinations.



## **ARTICLE 25 – POSITION OUTSIDE THE BARGAINING UNIT**

25.01 No employee covered by this Agreement will be transferred to a position outside the Bargaining Unit without his/her consent.

25.02 An employee transferred from the bargaining unit to a position in the Local 673 bargaining unit will retain the seniority acquired at date of leaving the Unit, but will not accumulate seniority thereafter.

25.03 If such employee returns to the Bargaining Unit, the return shall be to displace the junior employee in his/her former job classification, providing he/she has more seniority, which he/she held prior to his/her appointment. If he/she has insufficient seniority to displace the junior employee in his/her former job classification, he/she shall displace the junior employee in the next downward wage level provided he/she has vested within that classification.

## **ARTICLE 26 – RECOGNITION OF UNION OFFICERS**

In order that the operations of the Union as authorized on Company premises will not become disorganized when layoffs are being made, the Company agrees to the following procedures.

26.01 A member of the Local Executive Board shall be the last person who is removed from his/her classification during his/her term of office so long as he/she has the ability to perform the work available. Thereafter he/she will be subject to all bumping provisions except that he/she will not be laid off during his/her term of office so long as full time work is available at his/her own or a lower wage level which he/she has vested rights to.

26.02 Subject to 26.01 above, a District Committeeperson shall be the last person who is removed from the District in which he/she is recognized as holding Union representation. Thereafter he/

she will be subject to all bumping provisions except that he/she will not be laid off during his/her term of office so long as full-time work is available at his/her own or lower wage level which he/she has vested rights to.

26.03 In the event of shift operations, the members of the Union Executive Board will have a choice of shifts.

The Union agrees that the foregoing will not apply if an employee or Union Official(s) as above is required to work more than two (2) weeks on one (1) off shift due to insufficient personnel.

26.04 For the purposes of this Article the Executive Board will be comprised of Local 112 President, Vice President, Financial Secretary, Recording Secretary, Trustees (3), Sgt.- at-Arms and Guide.

## **ARTICLE 27 – LEAVE OF ABSENCE**

Upon thirty (30) days of advance notice by written request to the Company, leave of absence without pay (retroactive when justified by circumstances) will be granted to any employee if feasible on basis that sufficient qualified employees are available within the department for replacement on a fill-in basis as necessary without serious adverse effect upon departmental operations.

Requests for leave received less than thirty (30) days in advance of the requested leave date will be subject to the ability of the Company to adjust the working force during the requested period of absence unless there is a compassionate reason for such request which will entitle an employee to immediate leave under this section.

Any person who is absent with such written permission shall continue to accumulate seniority during his/her absence. It is agreed that the Company will provide the Union with a copy of each leave of absence authorization.

Excess vacation has precedence over all leaves of absence, with the exception of compassionate leaves.

## **ARTICLE 28 – MATERNITY LEAVE OF ABSENCE**

The Company will agree to Maternity Leave under the following stipulations.

### **Basic Policy**

28.01 An employee who becomes pregnant may be permitted to continue in employment providing she has on record with the Company Health Centre a current letter from her physician attesting to her good health and ability to continue the normal duties of her job and that such continued employment would not be injurious to her health.

### **Report to Health Centre**

28.02 As a safeguard to her health and in order to establish records necessary for the approval of resumption of employment after confinement, the employee must report her condition to the Health Centre no later than the third month of pregnancy and, in addition, she must submit a copy of a physician's letter from her personal physician no later than the end of the fourth month of pregnancy and each thirty (30) days thereafter, stating the probable date of confinement and whether or not she can safely continue to perform her assigned job.

### **Leave of Absence or Termination**

28.03 When it becomes necessary for an employee to discontinue her employment as herein provided, she may voluntarily terminate; or if she has been in the employ of the Company for at least three (3) months she will be granted a leave of absence as provided in the appropriate Leave of Absence Clause. Such leave shall be for a period not to exceed ninety (90) days beyond the date of confinement.

An employee on such Leave of Absence may not return to work for at least six (6) weeks after confinement or for such shorter period, and must furnish a statement from her physician stating that she is able to resume the normal duties of her job. Any extension of Leaves of Absence under the provisions of this

section shall be granted upon recommendation of her physician and the Company's Health Centre.

In addition, an employee shall continue to accumulate vacation and pension credits during an approved Maternity Leave of Absence.

The above shall apply retroactively to 1984.

## **ARTICLE 29 – UNION LEAVE OF ABSENCE**

29.01 An employee who is elected or appointed to a full time office with the National Union or Local 112, will be granted Leave of Absence upon written application of the National Union or such senior officer of Local 112 as the case may be. Such Leave of Absence shall be, upon request, extended and it is understood that the Company will receive written notice from the National Union or Local 112 respectively to this effect.

29.02 The National Union or Local 112 agrees also to advise the Company in writing of the names of those Bombardier employees who are engaged in full time duties with the Union.

29.03

- (a) Upon similar application, Leave of Absence will be granted to members of the Bargaining Committee.
- (b) Upon similar application, Leave will be granted for periods up to ten (10) days to permit members of the Bargaining Unit to attend conventions or conferences called by the National Union or other Labour Councils.
- (c) In the application of this Article, the Union agrees to provide at least five (5) working days' notice for such Leave of Absence. In addition, the Union agrees to give consideration to the Company's request for relief in small departments when such Leave would seriously affect the work schedule.
- (d) Notwithstanding sub sections (a), (b) and (c) above, the Company will grant time off the plant premises to the Bargaining Committee upon telephone advice from the President or Plant Chair of the local. (Effective from May 15, 1982).

29.04 If an employee returns to the Bargaining Unit from a full time office with the National Union, the return shall be to the former job classification or a job classification where he/she has vested rights, providing such return does not result in a layoff or bumping of an employee holding greater seniority.

29.05 When an employee returns to the Bargaining Unit from a full-time office with Local 112, he/she shall be returned consistent with his/her seniority and service entitlements to the classification and to the department in which he/she was employed at the time of his/her selection to such office, or to a job classification embracing comparable job duties to that which he/she held prior to his/her selection.

29.06 An employee with the National Union or Local 112 UNIFOR may terminate his/her Leave of Absence at any time during his/her term of absence.

The Company will be notified eight (8) weeks prior to his/her return.

### **ARTICLE 30 – BULLETIN BOARDS**

The Company will provide Bulletin Boards for the exclusive use of the Union at agreed locations throughout the Plants for the convenience of the Union in posting notices of Union activities. All such notices must be signed by the proper officers of the Union and submitted to the Industrial Relations Department for approval before being posted.

### **ARTICLE 31 – SAFETY**

31.01 The Company agrees to maintain adequate sanitary, safety and health conditions throughout its buildings and will provide protective clothing where the need is recognized. No employee will be disciplined for refusal to use any equipment which, in the opinion of the Chair of the Union Safety Committee and the Manager, Safety and Health Center or his/her designate, is not in safe operating condition.

31.02 The Joint Health and Safety Committee will be composed of eight (8) persons, four (4) of whom will be appointed or elected by UNIFOR Local 112 and four (4) of whom will be appointed by the Company Management. The Committee will meet monthly to review all Safety problems. The President and/or the Plant Chair may be present during these meetings.

One (1) of the Union appointees on the Joint Health and Safety Committee will be on a full-time basis for the purpose of performing his/her health and safety obligations.

### **Eye Protection**

31.03

- (a) Employees must wear approved eye protection as designated.
- (b) The Company will provide prescription safety glasses to employees at no cost to such employees. Subject to clause 31.03 (c), prescription safety glasses will be provided on a two (2) year eligibility cycle. The choice of supplier, frames, lens type, material, special features, method of delivery and all other related matters will be designated by the Company, in consultation with the Union Health and Safety Representative.
- (c) Should prescription lenses become worn or be accidentally broken during normal duties in the plant, the Company will bear the cost of repair or replacement.
- (d) It shall be the responsibility of the employee to take care of his/her safety glasses. The employee shall bear the cost of replacing lost or stolen prescription safety glasses and replacing/repairing damaged safety glasses due to neglect.

31.04 It shall be the responsibility of the Union Health and Safety appointee, or his/her substitute, to process in writing any grievances concerning a dispute which relates to Health and Safety at Step No. 2 of the grievance procedure.

## **Foot Protection**

31.05

- (a) Employees must wear approved foot protection as designated.
- (b) The Company will contribute one hundred and fifty dollars (\$150.00) per year to the cost of one (1) pair of approved protective footwear for non-probationary employees working in mandatory foot protection areas. For the purpose of this Article, a year will be the period from September 1 to August 31 the following calendar year. In areas other than the Paint Shop, up to two (2) years' entitlement may be combined if required to cover the cost of one pair of protective footwear. In the Paint Shop, the two entitlements in a calendar year may be combined if required to cover the cost of one pair of protective footwear.
- (c) Protective footwear shall be obtained from protective footwear companies designated by the Company in consultation with the Union Health and Safety Representative.
- (d) In order to implement the above provisions, the Company will ensure that a vendor or vendors of protective footwear will be available on the premises on a regular basis.
- (e) Visitors and employees not required to work on a regular basis in mandatory foot protection areas, will not be required to wear approved protective footwear provided they remain within the plant aisles and walkways, however, once visitors and employees leave the aisles and walkways and enter the mandatory foot protection area, they must wear protective footwear.

Fully covered leather shoes are the minimum requirement in all other plant areas.

## **Health & Safety Training**

31.06 Every active member of the Local employed by the Company at sites which fall within the scope of the Collective Agreement will be provided with an appropriate level of Health and Safety instruction during the term of this Agreement. This training

will be relative to statutory (or other legislated) requirements and/or job-specific hazards or working procedures.

### 31.07

- (a) The Company and Union agree to establish a site-wide Hazardous Materials Review Committee, which will function as a subcommittee of and report to the Joint Health and Safety Committee. The sub committee's mandate will be to review procedures and practices related to the transportation, storage, handling, use and disposal of hazardous materials either currently in use or proposed for prospective use in the workplace, to determine associated hazards and to make recommendations regarding safe practices, procedures, elimination, substitution, and isolation.
- (b) The Company will continue its efforts to mitigate the effects of exposure to metal working fluids through the implementation of appropriate engineering controls, equipment or process modifications or replacement by less hazardous materials. In any event, the Company further commits to continue to implement industrial hygiene measures (such as those identified in the preceding sentence) and will make every reasonable and timely effort not to exceed legal limits.
- (c) The Company and Union agree to establish a site-wide Workplace Ergonomics Committee, which will function as a subcommittee of and report to the Joint Health and Safety Committee. The Ergonomics Committee mandate will be to review workplace conditions, tools equipment, practices and procedures relative to bargaining unit job assignments or physical tasks and to make recommendations regarding their design, use, modification or improvement, effectiveness and potential for injury or other negative effects. The Committee's composition, meeting frequency and format, resource and training requirements and other related matters will be established through joint consultation between the Company



and the Union within the mandate of the Joint Health and Safety Committee.

## **ARTICLE 32 – SCHEDULES**

The following schedules are included herein and form part of the Agreement:

APPENDIX I	covering the Skilled Trades.
APPENDIX II	covering Aircraft Trades Training Programs.
APPENDIX III	Training Provision
SCHEDULE “A”	which is a schedule of Job Classifications, Wages and certain Fringe Benefits.
SCHEDULE “B”	which is a schedule of the Hours of Work, Overtime Conditions, Shift Premiums, etc.
SCHEDULE “C”	which is a schedule of Vacations with Pay and Payment for Plant Holidays.
SCHEDULE “D”	which is a list of Flow Charts.
SCHEDULE “E”	which is a Glossary of Terms used in the Agreement.

## **ARTICLE 33 – UNION SECURITY**

33.01 The parties agree to the following Union security provisions covering all employees:

- (a) As a condition of employment, all present employees shall become and remain members of the Union;
- (b) As a condition of employment, all new employees shall be required to join the Union upon commencement of employment, and shall remain members of the Union;
- (c) As a condition of employment, all new employees will be required to complete an application for membership in the Local Union at the time of hiring.

33.02 The Company will deduct from the pay of each employee covered by the Agreement such monthly dues and initiation fees of new employees, as may be adopted by the National Union and Local 112 UNIFOR.; such monies to be deducted from the

employee's pay received on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) pay day of each month, or upon request from the National Union or Local 112 UNIFOR., a deduction in two (2) installments. Union dues deductions will be included on T4 Slips issued by the Company.

33.03 (Effective May 15, 1982) All new employees will be required to contribute initiation fees and monthly dues commencing from the first deduction date following date of employment, PROVIDING, they have completed forty (40) hours of work at that time. Otherwise, deductions will be made from the second deduction date following date of employment. All new employees will be introduced to their District Committeepersons when reporting for work. Similarly, employees transferred will be introduced to their District Committeeperson when reporting for work.

33.04 The dues check-off shall become null and void should the Union contravene the provisions of Article VIII of this Agreement.

### **ARTICLE 34 – TERMINATION**

The Collective Agreement shall be effective on the date of ratification and shall remain in effect until midnight on June 22, 2024. Unless either party gives to the other party written notice of termination, or of a desire to amend the Agreement, then it shall continue in effect for a further one (1) year period, without change, and so on from year to year thereafter. Notice that amendments are required or that either party intends to terminate the Agreement may only be given during the period of not more than ninety (90) days and not less than sixty (60) days prior to the termination date. If notice of amendment or of termination is given by either party, the other party agrees to meet for the purpose of negotiations.

Negotiations shall not continue beyond the expiration date of the Agreement unless the parties mutually agree to extend the period of negotiations. It is understood that, during any negotiations following upon notice of termination or notice of

amendment, either party may bring forward counter proposals arising out of or related to the original proposals. Duly executed by the parties on the 23rd day of June, 2021.

### **ARTICLE 35.01 – NEW TECHNOLOGY**

The parties agree that with the introduction of new techniques and technologies, it is important that advance planning be made to anticipate skills, needs and training required. Upon introduction of new equipment to the worksite those involved in the operation and supervision of the equipment shall receive safety related training.

It is agreed that the workers affected by the introduction of new technologies should have every opportunity to apply themselves to the new skills and the new technology.

The Company will assume that cost of on-the-job training to afford Bargaining Unit employees (who have the basic knowledge and ability to be trained) the opportunity to keep current with new methods, tools, machines and new technology affecting their work and job security.

The Company will notify the Union sixty (60) days in advance of any introduction in new technology and will notify the Union in advance of the introduction of new techniques so as to give the affected Bargaining Unit employee (who has the basic knowledge and ability to be trained) the opportunity to become acquainted with the new skill needs so that he/she will be available to perform the work when needed.

Senior employees, both production and skilled (who have the basic knowledge and ability to be trained) will be given preference under this Clause.

### **ARTICLE 35.02 – COMMITTEE ON NEW TECHNOLOGY**

There shall be established a committee of eight with equal representation from both the Company and the Union, with four (4) members determined by the Union to deal with the

whole question of New Technology and the introduction of new techniques through automated equipment. The four (4) members are to be determined by the Union, one of which shall be the International Skilled Trades Representative or his/her designee.

It shall be the responsibility of the Committee to investigate and examine all of the aspects concerned by the introduction of such equipment and its impact on the affected employees.

The Committee shall make recommendations to the Company for implementation, concerning the use of affected employees in the area of the training of those employees who can be used in such work as programming, tape preparation and for numerical control and other functions which could be allocated to such employees.

Any recommendations of the Committee which are not implemented by the Company shall be subject to Step 2 of the grievance procedure and, failing settlement, by an arbitrator selected under 15.04.

The Company members of the Committee shall be two representatives from the Operations Department and a representative from the Human Resources and Industrial Relations Department. It is understood that the Committee will meet at least once every month unless otherwise agreed to.

**SCHEDULE "A"**  
**WAGES, FRINGE BENEFITS AND JOB CLASSIFICATIONS**

**WAGE SCALE**

1.00 Effective the first pay period beginning on or after June 23, 2021,

Premium ST	\$0.35
COLA	\$1.20
Increase	0.50%
Wage Group	Pay
5	38.45
6	38.59
7	39.22
8	39.87
9	41.13
ST1	45.09
ST2	45.09
ST3	45.09

**FUTURE INCREASES**

2.00 Effective the first pay period beginning on or after the effective date,

Effective	6/23/2022
Increase	0.75%
Wage Group	Pay
5	38.74
6	38.88
7	39.52
8	40.17
9	41.44
ST1	45.43
ST2	45.43
ST3	45.43

Effective	6/23/2023
Increase	1.00%
Wage Group	Pay
5	39.13
6	39.27
7	39.91
8	40.57
9	41.86
ST1	45.89
ST2	45.89
ST3	45.89

## **AUTOMATIC PROGRESSION**

3.01 An employee with seniority hired before the date of ratification in 2021 who successfully applies for and retains a job in a higher wage group will be paid the next highest rate in such wage group above his/her current rate. He/she shall have his/her wage increased thereafter in accordance with the wage rates above.

3.02 Notwithstanding section 1, 2, and 3, the wage of a probationary employee hired after the date of ratification will be determined in accordance with the following progression:

Wage for probationary period – 70% of the Job Rate for their classification

1. After 90 days of work – 75% of the Job Rate for their classification
2. After 220 days of work – 77% of the Job Rate for their classification
3. After 320 days of work – 79% of the Job Rate for their classification
4. After 420 days of work – 83% of the Job Rate for their classification
5. After 520 days of work – 87% of the Job Rate for their classification
6. After 620 days of work – 93% of the Job Rate for their classification
7. After 720 days of work – 100% of the Job Rate for their classification

3.03 The Company will have the ability to hire a probationary employee at any rate on the wage scale based on recruitment requirements.

Effective the first pay period beginning on or after June 23,

<b>Wage Group</b>	<b>70%</b>	<b>75%</b>	<b>77%</b>	<b>79%</b>	<b>83%</b>	<b>87%</b>	<b>93%</b>	<b>100%</b>
5	26.92	28.84	29.61	30.38	31.91	33.45	35.76	38.45
6	27.01	28.94	29.71	30.48	32.03	33.57	35.89	38.59
7	27.45	29.42	30.20	30.98	32.55	34.12	36.48	39.22
8	27.91	29.90	30.70	31.49	33.09	34.68	37.08	39.87
9	28.79	30.85	31.67	32.50	34.14	35.79	38.25	41.13

## FUTURE INCREASES:

Effective the first pay period beginning on or after June 23, 2022, the following scale will go into effect.

Wage Group	70%	75%	77%	79%	83%	87%	93%	100%
5	27.12	29.05	29.83	30.60	32.15	33.70	36.03	38.74
6	27.21	29.16	29.93	30.71	32.27	33.82	36.16	38.88
7	27.66	29.64	30.43	31.22	32.80	34.38	36.75	39.52
8	28.12	30.12	30.93	31.73	33.34	34.94	37.35	40.17
9	29.01	31.08	31.91	32.74	34.40	36.06	38.54	41.44

Effective the first pay period beginning on or after June 23, 2023, the following Wage Scale will go into effect.

Wage Group	70%	75%	77%	79%	83%	87%	93%	100%
5	27.39	29.35	30.13	30.91	32.48	34.04	36.39	39.13
6	27.49	29.45	30.23	31.02	32.59	34.16	36.52	39.27
7	27.94	29.93	30.73	31.53	33.13	34.72	37.12	39.91
8	28.40	30.43	31.24	32.05	33.67	35.29	37.73	40.57
9	29.30	31.39	32.23	33.07	34.74	36.42	38.93	41.86

## **COST OF LIVING ALLOWANCE**

### **Cost of Living Allowance**

4.01 In addition to the wage rates set out in the hourly wage rate schedules, any increase or decrease in the Cost of Living Allowance will be calculated on the basis of one (1) cent per hour for each full 0.05935 three month average change in the Consumer Price Index (2002 = 100) as published by Statistics Canada.

4.02 The base point for future adjustments shall be 140.27979

4.03 Effective as of the first pay period beginning on or after Date of Ratification, the current one dollar and twenty cents

(\$1.20) per hour Cost of Living Allowance paid as of June 22, 2021 will be incorporated (folded) into the wage rate schedule.

4.04 Future quarterly adjustments in the Cost of Living Allowance, beginning with September 2021 will be effective as of the first pay period following the release of the last C.P.I. figure, providing the release date falls on a Friday. If a C.P.I release date falls on a Monday, Tuesday, Wednesday or Thursday, that quarterly adjustment in the COLA will be effective for the pay period which commenced on the previous Saturday.

Adjustment	Month of Adjustment	Based on CPI for Months at:
First	Sept./21	June, July, Aug., 2021
Second	Dec./21	Sept., Oct., Nov., 2021
Third	Mar./22	Dec., 2021, Jan., Feb., 2022
Fourth	June/22	Mar., Apr., May, 2022
Fifth	Sept./22	June, July, Aug., 2022
Sixth	Dec./22	Sept., Oct., Nov., 2022
Seventh	Mar./23	Dec., 2022, Jan., Feb., 2023
Eighth	June/23	Mar., Apr., May, 2023
Ninth	Sept./23	June, July, Aug., 2023
Tenth	Dec./23	Sept., Oct., Nov., 2023
Eleventh	Mar./24	Dec., 2023, Jan., Feb., 2024
Twelfth	June/24	Mar., Apr., May, 2024

4.05 The amount of any allowance paid as Cost of Living will not be incorporated into the basic wage rates, but shall be included in computing overtime, statutory holidays and vacation pay.

4.06 In the event that Statistics Canada ceases to publish the monthly Consumer Price Index and/or initiates any change that will affect the foregoing method of computing the Cost of Living Allowance, such change will be subject of discussion by the parties prior to amending the above terms of reference.



4.07 The amount of Cost of Living Allowance (COLA) effective for any period shall be in accordance with the following table:

<b>Three Month Average Statistics Canada Consumer Price Index (2002 = 100)</b>		<b>Cost of Living Allowance Cents per Hour</b>
*140.27980	140.33704	0.00
140.33915	140.39638	0.01
140.39850	140.45572	0.02
140.45785	140.51506	0.03
140.51720	140.57440	0.04
140.57655	140.63374	0.05
140.63590	140.69308	0.06
140.69525	140.75242	0.07
140.75460	140.81176	0.08
140.81395	140.87110	0.09
140.87330	140.93044	0.10
140.93265	140.98978	0.11
140.99200	141.04912	0.12
141.05135	141.10846	0.13
141.11070	141.16780	0.14
141.17005	141.22714	0.15
141.22940	141.28648	0.16
141.28875	141.34582	0.17
141.34810	141.40516	0.18
141.40745	141.46450	0.19
141.46680	141.52384	0.20
141.52615	141.58318	0.21
141.58550	141.64252	0.22
and so on for each 0.05935 change in C.P.I		

\* Specific starting amount applicable for 2021 - 2024 agreement only

4.08 No adjustments, retroactive or otherwise, shall be made because of any revision which may be made in the published figures of the Statistics Canada Consumer Price Index.

### **LEAD HANDS**

5.00 Lead hands shall be paid a premium of one dollar (\$1.00) per hour.

### **INSURANCE AND HEALTH PROGRAMME BENEFITS**

6.00 The Hospitalization and Group Benefits provided in this Agreement were amended as per the Memorandum of Settlement dated June 23, 2021. (See Hospitalization and Health Programme Booklet.)

### **PENSIONS**

7.00 The Non-Contributory Pension Plan which was inaugurated on December 1st, 1958, and was amended on February 1st, 1962, April 1st, 1963, September 24th, 1965, October 1st, 1968, September 15th, 1972, December 5th, 1975, November 16th, 1978, September 1st, 1981, June 23rd, 1987, June 23rd, 1990, and has been further amended effective June 30th, 1994, June 28, 1997, June 27, 2000, March 17, 2003, June 23, 2006, June 23, 2009, June 23, 2012, June 23, 2015, June 23, 2018, June 23, 2021 (See Pension Plan Booklet.)

### **SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN**

8.00 The S.U.B. plan for which contributions by the Company commenced on June 23, 1962, has been amended by the Actuaries of the Company and the Union to provide:

(a) Three Plans tied together to meet governmental rulings requirements:

1. S.U.B. Plan
2. Separation Payment Plan
3. Automatic Short Week Benefit Plan

- (b) Improved level of benefits
- (c) Guaranteed annual income benefits, effective September 1st, 1968 (see S.U.B. Plan Booklet).

## **DENTAL PLAN**

9.00 Dental services will be reimbursed based on the following fee guide:

Effective January 1, 2022, Dental services incurred after that date will be reimbursed according to the 2021 ODA fee guide.

Effective January 1, 2023, Dental services incurred after that date will be reimbursed according to the 2022 ODA fee guide.

Effective January 1, 2024, Dental services incurred after that date will be reimbursed according to the 2023 ODA fee guide.

## **JURY DUTY**

10.00

- 1) Employees required to serve Jury Duty shall be paid their basic day rate for each working day they serve on Jury Duty.
- 2) An employee absent from work in order to serve as a witness in compliance with a subpoena in a federal or provincial court of law in the province in which he/she is working or residing, shall be paid the difference between his/her normal day's wages and the amount he/she receives as a witness. An employee is not entitled to pay under this provision in circumstances where the employee:
  - (a) Is called as witness against the Company or its interests;  
or
  - (b) Is called as a witness on his/her own behalf in an action in which he/she is a party; or
  - (c) Voluntarily seeks to testify as a witness; or
  - (d) Is a witness in a case arising from or related to his/her outside employment or outside business activities.

## **BEREAVEMENT PAY**

11.00 Pay at regular day rate, not to exceed five (5) days will be paid an employee who loses either spouse, mother, father, brother, sister or child. Pay, at regular day rate, not to exceed four (4) days will be paid an employee who loses either grandmother, grandfather, step-child, father-in-law, mother-in-law including step-parents of the employee or his/her spouse. Payment is made to the extent of the time lost (excluding Saturdays and Sundays).

If such death occurs immediately before or during the Christmas Plant holidays such that any of the 4 or 5 day period, as appropriate, falls on one or more of those Holidays, the employee will be permitted to have days off with pay during the first working days following the Plant Holiday period equivalent to the number of bereavement days which overlapped with the Holidays.

## **SPECIAL VOLUNTARY RETIREMENT ALLOWANCE**

12.00 The Company will offer a Special Voluntary Retirement Allowance (“Allowance”) for those employees in job classifications which are affected by a job amalgamation or who are in job classifications scheduled to be laid off due to technological change, either of which takes place during the term of the 2018-2021 Agreement. The Allowance will be paid to such employees who, within three (3) months of the amalgamation or technological change, retire with ten (10) years or more of Credited Service under the terms of the Local 112 Non-Contributory Pension Plan.

The amount of the allowance for an employee will be one (1) week’s wages at his/her regular hourly rate (excluding COLA) for each completed year of his/her credited service under the Pension Plan and will be payable in a lump sum within thirty (30) days of the effective date of retirement.

Further, in these specific circumstances, if such employee is between 60 and 62 years of age at the time of such retirement and has at least ten (10) years of credited service, his/her pension shall be without actuarial reduction.

## **WSIB ADVANCES**

13.00 If an employee applies for Worker's Compensation Benefits and has not yet received such benefits, the Company will directly advance him/her monies, equivalent to S & A maximum benefits, provided the employee files medical proof of disability, including medical reports submitted to the Board, and signs the required form. Such form will acknowledge his/her commitment to repay the monies advanced from WSIB benefits subsequently received or, if such benefits are denied or are insufficient, from wages or other benefits to which he/ she may be entitled. The employee shall also authorize the Company to deduct such amounts due it from WSIB lost-time benefits or wages payable to the employee, including vacation, termination or severance pay, and retain those amounts to the extent required to repay all monies advanced. Repayment schedules from weekly wages shall be established at a rate of \$250 per week but not exceeding 30% of wages.

## **RESTRUCTURING**

14.00 If between June 23, 2021 and June 22, 2024, the Company decides it will no longer have certain work performed at the Downsview plant or by bargaining unit employees but rather decides to have that work performed by subcontract, sale or transfer to another Company or another Bombardier facility and thereby causes the permanent layoff of any employees in the bargaining unit, the following special provisions shall be operative. The layoffs of employees from the immediately impacted classifications and of employees in related classifications who are subject to identified layoffs as a direct result thereof are referred to hereafter as "restructuring layoffs".

1. The Union will be given notice of the date the work will cease to be performed at the Downsview plant. The length of notice will vary with the number of employees scheduled to be permanently laid off by the restructuring decision as follows:

- Less than 10 employees – two (2) weeks' notice
- 10 to 25 employees – four (4) weeks' notice
- 26 to 49 employees – six (6) weeks' notice
- 50 or more employees – eight (8) weeks' notice

An affected employee will be given specific notice of his/ her layoff date.

2. The parties will meet immediately after such notice to discuss the cessation of work and its impact on the employees.
3. Employees who are in the classifications which are scheduled for restructuring layoff who are:
  - (a) Age 55 with 30 years of credited service under the Pension Plan,
  - (b) Age 62 with 10 years of credited service under the Pension Plan,
  - (c) Age 55 with 10 years of credited service under the Pension Plan (Special Early Retirement)May elect to retire under the Pension Plan within thirty (30) days of the announcement of the restructuring event and, upon retirement, will receive a lump sum payment outside of the Plan of \$60,000. This lump sum payment shall be referred to as the "retirement package".
4. Employees who are in classifications which are the subject of bumping by employees who were in the classifications scheduled for restructuring layoff who meet the criteria set out in Article 3, may also elect to retire under the Pension Plan within thirty (30) days of the permanent layoff under this Article and, upon retirement, will receive the same retirement package.
5. If there are more volunteers for early retirement under section 3 and 4 than the net of the number of jobs in those classifications to be laid off by restructuring less the number of vacant jobs in the bargaining unit, only that lower number will be eligible for the retirement package and priority will be given to the volunteers on the basis of seniority.

6. The Company agrees to consent to the Special Early Retirement under Article IV, Section 3(B) of the Pension Plan for any employee who does not qualify under Section 3 (a) or (b) above.
7. Employees in the classifications which are scheduled for restructuring layoff and employees who are in classifications which are the subject of bumping by employees who were in the classifications scheduled for restructuring layoff who are not covered by paragraph 3 (a), (b), or (c) above and who are to be laid off or bumped may, after exhausting all their seniority rights to remain in an available job in the bargaining unit, elect to forfeit their SUB and recall rights and resign their employment . In such event, the employee will be entitled to a special severance package. The amount of the severance payment will be determined according to the following scale:
  - 1 week's wages for each completed year of service for employees with less than five (5) years of service;
  - 1.5 week's wages for each completed year of service for employees with less than ten (10) years of service;
  - 1.75 week's wages for each completed year of service for employees with less than fifteen (15) years of service;
  - 2.0 week's wages for each completed year of service for employees with less than twenty (20) years of service;
  - 2.25 week's wages for each completed year of service for employees with twenty (20) or more full years of service, to a maximum of fifty-two (52) weeks pay.

The severance will be payable in a lump sum within thirty (30) days of such election. The week's wages will be calculated at his/her regular hourly rate (excluding COLA) for a regular non overtime work week. Such severance payment is inclusive of any Employment Standards Act entitlements the employee may have had. Service, for these purposes shall be the greater of credited service under the Pension Plan or Company service as used to determine vacation pay entitlement. Severance entitlement will be

prorated to the nearest tenth for each tenth of a year of service. Employees who were eligible to elect a retirement package under paragraph 3 or 4 above are not entitled to severance pay.

Employees entitled to severance packages hereunder may retain their recall rights for up to one (1) year without SUB rights, in which case, entitlement to the severance will not arise until the date the recall rights are forfeited. If such employee is recalled during that time, he/she shall either accept the recall and forfeit the severance package entitlement or refuse the recall, accept the severance package entitlement immediately, forfeit his/her recall rights and resign his/her employment.

8. The maximum number of retirement packages and severance packages available shall be the net of the number of jobs in the classification to be laid off by restructuring less the number of vacant jobs in the bargaining unit.
9. The Company will contribute up to \$800 for each employee who takes a severance package under paragraph 7 to a Community College for a course(s) taken within one (1) year of severance.
10. The Company will pay each employee who takes a severance package under paragraph 7 the sum of five hundred dollars (\$500) to cover the purchase of benefit coverage after severance.
11. An employee who is laid off by the decision will be provided up to ten (10) working days training if he/she possesses the minimum skills necessary and such training will enable him/her to qualify for movement to a vacant job for which the Company would otherwise need to hire. In this event, such employee shall be given preferential consideration for such vacant job.



## **PROBATIONARY EMPLOYEES**

15.00 Probationary employees hired after June 22, 2021 shall not be entitled to or covered by the benefits referred to in Sections 6.00 to 14.00 of this Schedule "A". Upon successful completion of the ninety (90) working day probationary period, such employee's credited service for the purposes of the pension plan shall be calculated using service from the date of commencement of his/her present employment with the Company.

## **SCHEDULE "B" HOURS OF WORK OVERTIME CONDITIONS, ETC.**

### **REGULARLY ASSIGNED HOURS**

1.00 The regular work week shall be five eight-hour days, Monday through Friday, inclusive, except Stationary Engineers who shall work any five days of the seven, Monday through Sunday.

### **NO GUARANTEE**

2.00 The Company does not guarantee to provide work to any employee for the regularly assigned hours or for any other hours.

2.01 Beginning June 23, 2021, the Company may assign new employees to a permanent off-shift as a valid condition of their ongoing employment. Such instances must first be discussed with the union. Voluntary off-shift requests by current employees will be honoured both now and in the future. Where new employees are hired into a permanent off-shift, it is understood that off-shift needs may change over time and should this occur, changes to shift are per the collective agreement.

### **STARTING AND STOPPING TIMES**

3.01 The hours of work are as follows:  
07:00 a.m. – 03:30 p.m.  
03:30 p.m. – 12:00 midnight

### 3-Shift Operations:

07:00 a.m. – 03:00 p.m.

03:00 p.m. – 11:00 p.m.

11:00 p.m. – 07:00 a.m.\*\*

\*\* It is understood that the shift beginning 11:00 p.m. is to be treated as the next day's shift, and the overtime rates for work on a Sunday do not apply to the shift beginning Sunday at 11:00 p.m.

On a strictly voluntary basis, or by mutual agreement of the parties the following schedules exist as an option for scheduling. Shift is Monday through Thursday. Skilled Trades are exempted. 2-Shift Operations (4x10) – shifts and hours worked as determined by the parties.

For the purpose of facilitating a graduated entry into a defined date of retirement, not to exceed thirty (30) months, the parties may invoke the following schedule by mutual agreement of the parties: This shift is only eligible for overtime premium after forty (40) hours.

2-Shift Operations (3x10) – shifts and hours worked as determined by the parties.

3.02 The Company may make changes in the starting and stopping time of the shifts noted above, provided such changes do not result in such shift hours being moved up more than one-half (1/2) hour or moved back for more than one-half (1/2) hour. Such changes in starting and stopping times may not involve all employees on a shift. Any change of more than one-half (1/2) hour may only be made by mutual agreement between the Union and the Company. At least three (3) days' notice will be given to the Union by the Company of any change in the starting or stopping time of shifts. The end result of the above allows three (3) starts per shift with one-half (1/2) hour between starting times.

3.03 Shifts starting at midnight will be deemed to start on the day the shift is worked.

3.04 An employee who works a scheduled eight (8) hour shift will be entitled to a twenty (20) minute paid lunch.

3.05 An employee shall have the right to volunteer for a transfer to a permanent off-shift, and shall receive preference over a junior employee. The Union will be notified of those employees assigned to work on a permanent off-shift prior to the effective date.

3.06 Consistent with work requirements the Company may, wherever necessary, assign employees to second and/or third shifts, provided that no employee will be required to work more than two (2) weeks on one off-shift, before rotating to the next shift. In all cases where shifts are worked the Company agrees to equalize such shift work among the employees usually performing the work in the classification affected.

3.07 For off-shift workers, unless otherwise agreed upon, the shift which commences on the evenings of the holiday will be considered as the shift for that holiday.

### **PENALTY FOR LATENESS**

4.00 Lateness in reporting for work will be deducted on the following basis:

2 minutes late	– no deduction
3 minutes late	– 6 minutes deduction
8 minutes late	– 6 minutes deduction
9 minutes late	– 12 minutes deduction
14 minutes late	– 12 minutes deduction
Etcetera	

Persistent lateness or absenteeism may be made reason for disciplinary action.

### **WASH UP PERIOD**

5.00 A personal wash up period of five (5) minutes before the end of a work shift will be maintained.

## **REST PERIOD**

6.00 A rest period of ten (10) minutes will be maintained, at a time set by the Company and the Union as mutually agreed.

## **REPORTING ALLOWANCE**

7.00 In the event that an employee reports for work on his/her regular shift without having been previously notified not to report, he/she will be given at least four (4) hours work at his/her appropriate rate of pay, or, if no work is available, he/she will be paid the equivalent of four (4) hours at his/her appropriate rate of pay in lieu of work. Where the Company's inability to provide work is due to fire, flood, power failure, major mechanical breakdown or work stoppage, the foregoing shall not prevail.

## **CALL IN ALLOWANCE**

8.00 Any employee who has completed his/her shift and, having clocked out, is then asked to work extra time, shall receive a minimum of four (4) hours pay at the appropriate rates for such additional work.

## **OFF SHIFTS**

9.01 The Company may operate off-shifts in any or all departments if necessary to comply with work requirements, and will compensate any employees engaged in such off-shifts by the payment of an off-shift premium in the amount of one dollar and fifty cents (\$1.50) per hour per shift. Such a premium shall be included in the hourly rate for the calculations of overtime.

9.02

- (a) For the purpose of payment of an off-shift premium a shift which commences between the hours of 12 noon and 8:59 p.m. will be regarded as an afternoon shift. Any shift commencing between the hours of 9:00 p.m. and 5:59 a.m. will be regarded as a night shift.
- (b) When an employee is required to report for work ahead of his/

her normal shift starting time in order to do overtime work, this shall not be regarded as a change in the commencement time of his/her shift.

It is understood that in the application of the above paragraph (b), the employee will complete a total of eight (8) hours at a stretch.

## **OVERTIME RATES AND CONDITIONS**

10.01 Any work performed by an employee in excess of eight (8) hours at a stretch, in any day of his/her regular work week, shall be paid for at the rate of time and one-half. Any work done on Saturday will also be paid for at time and one-half.

10.02 All work performed on Sunday except for those whose work week is any five (5) of the seven (7) days will be paid at the rate of double time.

10.03 Stationary Engineers whose duties require that they work any five (5) of the seven (7) days shall be paid at the rate of time and one-half for work done on Saturday or Sunday

10.04 If, by mutual consent of the Company and the Union, Saturday and/or Sunday should become part of the regularly scheduled five (5) day week, then payment of time and one-half and double time shall be made for the sixth and seventh days following the adopted five (5) day work week.

10.05 In the event of urgent or emergency overtime work for which no qualified employee will volunteer, the Union agrees to cooperate with the Company in providing sufficient qualified workers to perform such work. In all cases, where overtime is worked, the Company agrees to equalize such work among the employees usually performing such work. A list of overtime worked will be posted and maintained in the department or area respecting each overtime work group. The Union may make representations to the Management as to continuing distribution of overtime work which, in the opinion of the Union, may be unfair.

10.06 For off-shift workers, unless otherwise agreed upon, the shift which commences on the evenings of the holiday will be considered as the shift for that holiday.

### **FLIGHT PAY**

11.00 An hourly paid employee shall receive a bonus for all time spent in flying required in the performance of the duties of adjusting, recording and operating equipment during experimental and production test flights at the rate of five dollars (\$5.00) per hour. Flight time shall be computed from the time of take-off to the time of landing. The bonus shall not be payable for ferry or other flights. The Company will continue to provide life insurance coverage in the amount of one hundred thousand dollars (\$100,000.00) per employee during flights.

### **WORK PARTIES**

12.00 Employees required to work at locations other than the Downsview plant, which necessitates their living away from home, shall be subject to the following conditions:

12.01 Method, travel and route shall be determined by the Company.

12.02 Cost of travel fares to location and return will be paid for by the Company. If an employee wishes to use an alternate means of transportation than that determined by the Company, he/she will be compensated to the value of the Company's selected transportation provided he/she reports for work at the designated location at the time specified by the Company.

12.03 Travel by means of personal automobile, either with or without passengers, will be the responsibility of the automobile owner.

12.04 Traveling time to location and return will be paid at regular hourly rate of pay at straight time, to a maximum of eight (8) hours in any twenty-four (24) hour period, if a method of travel

is selected by the employee and to a maximum of twelve (12) hours if method of travel is determined by the Company.

12.05 Employees will be paid at their regular hourly rate for the standard hours of work each week, less any deductible lost time. In addition, the Company will pay twenty-five (.25) cents premium per hour for each regular or overtime hour worked on such location (subject only to mandatory deductions). Authorized overtime or shift work will be paid in accordance with the provisions of the Collective Agreement.

12.06 Work on location where food and lodging is supplied will warrant, in addition to the hourly premium, an allowance of three dollars (\$3.00) per day for each full day of twenty-four (24) hours on the location.

12.07 In the case of work parties at locations where food and lodging are not supplied:

- (a) Actual expenses under arrangements approved in advance by the Company shall be payable for trips of less than twenty-eight (28) calendar days to major urban centres.
- (b) For work parties of longer duration, or if the employee elects to receive expenses under this provision for trips of shorter duration as an alternative to (a) hereof, a per diem allowance of twenty-two dollars (\$22.00) shall be payable to cover all of the employee's expenses at the work location.

12.08 An employee on a work party anywhere on the continent of North America will be afforded an opportunity to return home once each six (6) months for a reasonable period of time. Such time shall not be a paid vacation but rather a period in which he/she is afforded an opportunity to take a vacation to which he/she is otherwise entitled, or to take a leave of absence without pay or to work in the plant.

## **OVERSEAS ASSIGNMENTS**

13.00 All conditions relating to work performed by employees

outside the limits of Continental North America will be discussed with the parties concerned before such job assignment is initiated.

## **SCHEDULE "C"**

### **ANNUAL VACATIONS WITH PAY**

1.0 The Company will require all employees to take a vacation by May 31 and may close the Plant for such purpose, or in the alternative, may stagger their vacations in order to maintain continuous production or repair facilities. The Company will post a notice advising employees of its intent to observe a summer shutdown by April 1 of the current year, and sooner if possible. If or when the intent to observe a summer shutdown vacation program is announced, the Company will provide the Union the vacation entitlement for all employees in Local 112. Subject to the above, vacation may be taken from June 1st to May 31st of the following year, providing that an employee shall not carry over one year's vacation with the following year's entitlement.

The parties agree that the following guidelines will be used to determine employees' vacation period.

1. The Company will issue vacations forms to all employees no later than April 1.
2. Employees are entitled to submit vacation request forms during the canvass period lasting from May 1 to May 10 covering the vacation period lasting from June 1 to December 31, or for the entire vacation period (June 1 to May 31 of the following year). Thereafter, the mandatory individual vacation periods are as outlined below:
  1. Canvass period lasting from December 1 to December 10 for vacation period January 1 to May 31. Failure by an employee to submit a vacation request during the final canvas period may result in the mandatory scheduling of remaining vacation entitlements.
3. Vacation Planners are to be completed and copies of Approval Request Forms are to be returned to employees by



the applicable period(s) May 15 and December 15 as outlined above.

4. Vacation requests will be granted by individual vacation periods, as outlined above, based on seniority and classification. It is recognized there may be exceptions which will be reviewed on a case-by-case basis.
5. Vacation Planning will be done by overtime list by area line manager.
6. In order to allow as many employees as possible vacation time during the summer months, more than three weeks of vacation may be granted during July and August, provided the additional entitlement falls within conditions #2 and #10.
7. Employees who change jobs by choice (i.e. Job Posting) should discuss their approved vacation time with their new supervisor.
8. Division initiated moves (i.e. transfer) will not affect an employee's scheduled vacation time.
9. Employees on an authorized leave of absence, Workers' Compensation or Group Insurance Benefits during either their approved vacation period, or the canvas periods referenced above, must submit for approval, within 10 working days of their return, a revised Vacation Plan Request Form.
10. Up to fifteen percent (15%) of the employees on an overtime list will be granted vacation at a given time. Any exceptions will be reviewed on a case-by-case basis. This fifteen percent (15%) limit does not apply to the Skilled Trades group.

1.01 Employees will be paid their vacation pay at the time of taking vacation at the rate of two percent (2%) of their earnings for each week taken. Vacation shall be taken in minimum one (1) week blocks

However, employees with three (3) weeks' entitlement may take up to one (1) of their week's entitlement in one (1) day blocks. Employees with four (4) weeks' entitlement may take up to two (2)

of their weeks in increments of one (1) day blocks. Employees with five (5) weeks' entitlement, may take up to three (3) of their weeks in increments of one (1) day blocks, with vacation pay being calculated at the rate of 0.4% of their earnings for each day taken. 48 hours' advance notice shall normally be given for single use vacation.

2.00 Employees, who on June 1st of the year 1997 and of each succeeding year that this Agreement remains in effect, have been on the Company's payroll for a period of not less than three (3) months prior to such date, will be entitled to a vacation with pay as follows:

2.01 For those employees with more than three (3) months of service and less than four (4) years, two (2) weeks' vacation with pay equivalent to four percent (4%) of their earnings received from the Company during the previous year of June 1st to May 31st.

2.02 For those employees with more than one (1) full year of service and less than four (4) years, two (2) weeks' vacation with pay equivalent to four percent (4%) of their earnings received from the Company during the previous year of June 1st to May 31st.

2.03 For those employees with more than four full years of service and less than twelve (12) years, three (3) weeks' vacation with pay equivalent to six percent (6%) of their earnings received from the Company during the previous year of June 1st to May 31st.

2.04 For those employees with more than twelve (12) full years of service and less than twenty (20) years, four (4) weeks' vacation with pay equivalent to eight percent (8%) of their earnings received from the Company during the previous year of June 1st to May 31st.

2.05 For those employees with more than twenty (20) full years of service, five (5) weeks' vacation with pay equivalent to ten percent (10%) of their earnings received from the Company during the previous year of June 1st to May 31st.

## **SERVICE TIME**

3.00 “Service” as designated above shall mean the total of the periods of time during which the employee has drawn pay from the Company, save and except that an employee who was separated from the Company, shall forfeit any service time accrued should he/she later be re-employed. However, employees who had been credited with prior service at the date of signing this Agreement, shall not lose such service time accrued.

3.01 “Earnings” as designated above, shall mean the total amount of wages, overtime payments or Cost of Living Allowance paid by the Company in respect to continuous service during the calendar year ending May 31st plus the amount an employee would have earned on straight time, for standard working hours, during any time lost on account of (a) compensable injury due to occupational accident, or (b) illness or accident for which Group Insurance benefits are paid, or, (c) approved maternity leave under Article 28, providing that, in none of these cases shall the period exceed fifty-two (52) weeks. Vacation pay for the previous year shall also be included as earnings.

3.02 All deductions normally made from an employee’s pay shall be deducted from the employee’s vacation pay.

3.03 Vacation pay in the case of termination of an employee will be as provided herein and based on their appropriate entitlement for service from June 1st of the previous year.

## **PAYMENT FOR PLANT HOLIDAYS NOT WORKED**

4.01 All employees covered by this Agreement, including probationary employees and employees working on a Company authorized medical work hardening program, shall be paid their regular wages at straight time less legal and statutory deductions for the following Plant Holidays (“regular wages” herein shall include permanent off-shift premium):

2022		
<b>Stat – Canada Day</b> (Thursday, July 1, 2021)	<b>Stat – Labour Day</b> (Monday Sept. 6, 2021)	<b>Stat – Thanksgiving Day</b> (Monday Oct. 11, 2021)
<b>Floater #1</b> (Friday December 24, 2021)	<b>Stat – Christmas</b> (Monday December 27, 2021)	<b>Stat – Boxing Day</b> (Tuesday December 28, 2021)
<b>Floater #2</b> (Wednesday December 29, 2021)	<b>Floater #3</b> (Thursday December 30, 2021)	<b>Floater #4</b> (Friday December 31, 2021)
<b>Stat – New Year’s Day</b> (Monday January 3, 2022)	<b>Stat – Family Day</b> (Monday February 21, 2022)	<b>Stat – Good Friday</b> (Friday April 15, 2022)
<b>Stat – Victoria Day</b> (Monday May 23, 2022)	<b>Stat – Canada Day</b> (Friday July 1, 2022)	<b>Stat – Labour Day</b> (Monday September 5, 2022)
<b>Stat – Thanksgiving</b> (Monday October 10, 2022)	<b>Floater #1</b> (Friday December 23, 2022)	<b>Stat – Christmas</b> (Monday December 26, 2022)
<b>Stat – Boxing Day</b> (Tuesday December 27, 2022)	<b>Floater #2</b> (Wednesday December 28, 2022)	<b>Floater #3</b> (Thursday December 29, 2022)
<b>Floater #4</b> (Friday December 30, 2022)		

2023		
<b>Stat – New Year’s Day</b> (Monday January 2, 2023)	<b>Stat – Family Day</b> (Monday February 20, 2023)	<b>Stat – Good Friday</b> (Friday April 7, 2023)
<b>Stat – Victoria Day</b> (Monday May 22, 2023)	<b>Floater #1</b> (Friday June 30, 2023)	<b>Stat – Canada Day</b> (Monday July 3, 2023)
<b>Stat – Labour Day</b> (Monday September 4, 2023)	<b>Stat – Thanksgiving</b> (Monday October 9, 2023)	<b>Stat – Christmas</b> (Monday December 25, 2023)
<b>Stat – Boxing Day</b> (Tuesday December 26, 2023)	<b>Floater #2</b> (Wed. December 27, 2023)	<b>Floater #3</b> (Thursday December 28, 2023)
<b>Floater #4</b> (Friday December 29, 2023)		

2024		
<b>Stat – New Year’s Day</b> (Monday January 1, 2024)	<b>Stat – Family Day</b> (Monday February 19, 2024)	<b>Stat – Good Friday</b> (Friday March 29, 2024)
<b>Stat – Victoria Day</b> (Monday May 20, 2024)		

Providing that the employee is not absent without permission from work either on the work day immediately preceding or the work day immediately following the holiday.

4.02 Plant holidays will observe 9 statutory holidays and 4 floater days. Three floater days will be observed during the winter break, the additional floater will be observed on December 24<sup>th</sup>

if it falls on a Monday through Friday. If December 24<sup>th</sup> falls on a Saturday or Sunday the date the floater will be observed on the will be the first working day before December 24<sup>th</sup>.

#### 4.03

- (a) It is further provided that an employee will be paid for such a holiday if he/she can supply the Company with satisfactory reasons for his/her absence on either the work day before or the work day after the holiday but absence on both days will disqualify the employee. It is understood that if an employee commences a Leave of Absence during the week prior to and the week after a plant holiday, the qualifying days referred to above will be his/her regularly scheduled work day prior to and his/her regularly scheduled day after the absence.
- (b) An employee who is absent before, after, or on either side of a plant holiday while on scheduled vacation will be paid for such plant holiday.

4.04 Such employees as may be required to work on any of the plant holidays enumerated above shall be remunerated at double time in addition to the compensation provided in Article 4.01 above.

4.05 Holidays falling on a Saturday or Sunday will be observed on the following Monday.

**SCHEDULE “D”**  
**SCHEDULE OF DIRECT AND INDIRECT**  
**PRODUCTION WORK FLOW CHARTS**  
**AND JOB DESCRIPTIONS**

1.01 Job Classifications and descriptions in this Schedule “D” apply to production workers.

1.02 Job Classifications which are assigned to Wage Groups 9, 8, 7 and 6 are those which require the skill and training comparable to that of a journeyperson. Employees classified in these groups can satisfactorily perform the operations of their classification with a minimum of direction and may be required to assist in the training of less skilled workers.

1.03 Job Classifications assigned to Wage Group 5 require less skill and training than classifications referred to in Article 1.02 above. Employees in Wage Group 5 perform their work with minimum direction and may be required to familiarize new employees with their duties.

1.04 Job Classifications assigned to Wage Groups 4, 3 and 2 cover work which is largely repetitive or alternately require ordinary care rather than skill and training.

1.05 Wage Group 1 contains Job Classifications covering the sweeping, cleaning and labouring or other jobs in which no prior experience is necessary.

1.06 An employee will not be classified in a Job Classification because of his/her performing isolated or singular duties set forth in a classification but will be classified in the Job Classification in which he/she regularly performs.

1.07 An employee may not necessarily be required to perform all the work operations described under his/her Job Classification nor will he/she have the right to refuse to perform operations which are not described, providing they are related to his/her particular Job Classification.

1.08 An employee will only be required to perform the necessary work operations of his/her classification with the degree of guidance and instruction which is considered usual or normal. This clause shall also apply where an employee is surplus and is transferred within his/her classification.

1.09 The Company agrees that in the application of Clauses 1.06 and 1.10 inclusive, employees will not be assigned work of another classification except as provided under Article XIX.

1.10 Certain previously separate Job Classifications have been merged. It is not expected that employees in the amalgamated classifications will be able to immediately perform all the operations required of the classification. It is, therefore, understood that the Company, in rotating employees in such classifications, will permit a reasonable period of familiarization.

1.11 When a new job is introduced which is not covered by an existing classification; the Company agrees to submit to the Union within thirty (30) days, an occupational summary of the job and the grouping to which it has been assigned. If within thirty (30) days following notification the Union has not placed an appeal in the manner described hereunder, the Job Classification and its grouping shall be deemed acceptable to the Union.

1.12 In order to provide for appeal against a new Job Classification, or its grouping, the following procedure shall be used:

- (a) The Union shall lodge the appeal in writing to the Labour Relations Manager.
- (b) The appeal shall outline the reason or reasons for disputing the description and the Job Classification groupings.
- (c) A committee of six (6) shall be appointed to review and decide the disposition of the appeal. The committee shall comprise three (3) members of the Local Union and three (3) members of Management.

- (d) Failing a satisfactory disposition of the appeal, either party may refer the matter to arbitration.

**GENERAL CLASSIFICATIONS**

**CHART.NO**

Tube Bending Group .....	1
Electronic Group.....	2
Flight Service Group.....	3
Structural Group .....	4
Sheet Metal Group (Machine) .....	5
Flaw and Crack Inspector.....	6
Plastics Group .....	7
Production Control Group.....	8
Welder Group .....	9
Maintenance Group.....	10
Paint Group .....	11
Plastic, Paint and Fabric Inspection Group .....	12
Electronic and Instrument Inspection Group .....	13
Heat Treat Inspection Group .....	14
Aircraft Inspection Group.....	15
Parts Inspection.....	16

<b>JOB</b>	<b>Job No.</b>	<b>Flow Chart</b>
<b>GROUP 9</b>		
Aircraft Inspector	975	
Avionics Inspector	970	13
Inspector, Flaw & Crack Detection	959	14
Inspector, Aircraft	926	15
Avionics Technician	924	2
Engineer, Flight Services	922	3
<b>GROUP 8</b>		
Mechanic, Development	890	4
Aircraft Welder & Spot Welder	830	9
Inspector, Aircraft	825	15
Avionics & Electrical Mechanic	810	2
Aircraft Mechanic	803	3
Avionics Inspector II	865	13
Inspector, Materials	845	16



<b>GROUP 7</b>		
Inspector, Flaw and Crack Detection	759	14
Inspector, Paint & Fabric	750	12
Writer, Sign	720	11
<b>GROUP 6</b>		
Pipe Shop Mechanic	697	1
Press Shop Mechanic	696	5
Plastic Repair & Upholsterer Mechanic	688	7
Operator, Drivematic Riveting Machine	685	4
NC Finishing	675	5
Wing Tank Sealer/Mechanic	672	4
Heat Treater & Bath Operator	655	6
Technical Electronic and Wiring Installer	640	
Mechanic, Sheet Metal	618	4
Painter, Spray Parts & Aircraft	612	11
Mechanic, Bench Fitter	605	4
<b>GROUP 5</b>		
Production Control	596	8
Aircraft Assembler	591	4
Driver, Truck & Fork Lift	550	10
Installer, Electrical & Radio and Radar	540	2
Motor and Equipment Oiler	570	10

#### TUBE BENDER GROUP

Chart No.1

Pipe Shop Mechanic 697 (690, 459)
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#### **PIPE SHOP MECHANIC 697-1 (690, 459)**

Required to perform the operations necessary to mock up and develop trial installations of tube and piping systems in aircraft and to fabricate tubing or piping masters or samples for production use. Required to fully utilize all functions of Tube Bending Equipment and attachments to which it is or may be adapted, e.g. tape controllers and on-floor Numerical Control or electronic programming equipment.

Required to perform the operations necessary to set up and operate various types of hand and power operated tube bending machines and related equipment to bend and finish metal tubing and piping, working to tube or piping masters, samples and/or drawings, sketches, electronic or tape control systems

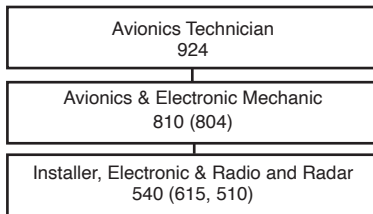
Required to plan and perform all operations necessary to obtain certification of the magneforming machine for the production of parts to which the magneforming machine and related equipment is or may be adapted. May perform the operations necessary to set up and operate on production runs. Works to blueprints, drawings and general information.

Required to perform the operations necessary to set up and operate a magneforming machine to produce parts for which the machine has been certified. Works to established procedures, process sheets, drawings and/or oral instructions.

Required to test pipes, tubes and tanks as instructed.

## **ELECTRONIC GROUP**

## **Chart No. 2**



### **AVIONICS TECHNICIAN 924-2**

Required to install, function, dismantle, overhaul, repair, bench test, trouble shoot and correct radio and electronic equipment and electronic services in the aircraft or on the bench from information provided or available. Including microwave equipment.

In addition to the duties of a Group 6 Instrument Mechanic, the Group 7 Instrument Technician, and the Group 8 Avionics Technician is required to test, calibrate, repair, function and completely overhaul electronic type instruments and systems. Must be capable of trouble shooting, correcting and adjusting electronic instrument flight snags. Also construct and completely overhaul instrument test equipment. Must be able to adapt instrumentation of all types to provide suitable systems of

collecting test data. Must be able to perform and function trial and prototype installations of all types of aircraft instrument systems. Must be able to work to verbal instructions and/or sketches from Engineering Department.

Repairs, rebuilds, adjusts, maintains and sets up in service, various makes of aerial, movie and still cameras by dismantling, repairing and adjusting lenses, shutters and diaphragms, using measuring devices to make fine adjustments. Repairs and maintains all mechanisms that are not functioning properly. Reassembles cameras and makes fine adjustments. Must be able to maintain related mechanical equipment such as intervalometers, projection equipment. Must be able to develop and adapt photographic equipment for special purpose work. An employee in this classification may, on occasion, be required to make such parts as may be necessary in the performance of his/her assignments, essentially bench work.

Requires the dismantling, cleaning and reassembly of aircraft instruments, making of minor repairs, detection and replacement of defective parts, bench testing and adaptation of equipment available to testing; installation of instruments in aircraft and their functional testing.

May be required to obtain a valid "E" license and be certified by aircraft type.

### **AVIONICS & ELECTRICAL MECHANIC 810-2 (804, 614)**

Required to install, function, dismantle, overhaul, repair, bench test, trouble shoot and correct radio and electronic equipment and electronic services in the aircraft or on the bench from information provided or available. Including microwave equipment.

In addition to the duties of a Group 6 Instrument Mechanic, the Group 7 Instrument Technician is required to test, calibrate, repair, function and completely overhaul electronic type instruments and systems. Must be capable of trouble shooting, correcting and adjusting electronic instrument flight snags. Also construct and

completely overhaul instrument test equipment. Must be able to adapt instrumentation of all types to provide suitable systems of collecting test data. Must be able to perform and function trial and prototype installations of all types of aircraft instrument systems. Must be able to work to verbal instructions and/or sketches from Engineering Department.

Repairs, rebuilds, adjusts, maintains and sets up in service, various makes of aerial, movie and still cameras by dismantling, repairing and adjusting lenses, shutters and diaphragms, using measuring devices to make fine adjustments. Repairs and maintains all mechanisms that are not functioning properly. Reassembles cameras and makes fine adjustments. Must be able to maintain related mechanical equipment such as intervalometers, projection equipment. Must be able to develop and adapt photographic equipment for special purpose work. An employee in this classification may, on occasion, be required to make such parts as may be necessary in the performance of his/her assignments, essentially bench work.

Requires the dismantling, cleaning and reassembly of aircraft instruments, making of minor repairs, detection and replacement of defective parts, bench testing and adaptation of equipment available to testing; installation of instruments in aircraft and their functional testing.

Required to install, function, dismantle, overhaul, repair, bench test, trouble shoot and correct electrical equipment and electrical services in the aircraft or on the bench from information provided or available.

Required to assemble, install or remove instruments and instrument assemblies. Make adjustments to instruments that can be performed without dismantling the units. Required to make functional tests in the aircraft to laid down instrument specifications and report satisfactory function or failure.

## **TECHNICAL ELECTRICAL AND WIRING INSTALLER 640**

A 640 is required to disconnect, remove, repair and reinstall various types of electrical/Electronic equipment, wires, connectors, harnesses, bleed loops, antennas, fiber optics and coax cables. Must be able to read, understand and work from electrical wiring diagrams, Snag Resolution Sheets (SRS), schematics, NCR Dispositions and workbooks. Must be capable of using necessary equipment such as - but not limited to, spectrum analyzer and multimeter. In addition, they must have the ability to perform resistance checks, bonding checks and ringouts as required.

## **ELECTRICAL INSTALLER 540-2 (615, 510)**

Required to install radio and radar equipment directly into the aircraft including the installation of radio and radar circuits, electrical and mechanical hook-up. May be required to carry out simple testing and rework.

Required to install and connect or remove and disconnect various types of electrical equipment and cables, using blueprints, sketches or schematic drawings, including aircraft harness to test harness (test and production).

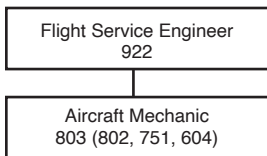
Required to fabricate, assemble or perform operations as assigned to produce electronic and electrical details.

Required to perform simple continuity on avionics assemblies and bonding checks.

NOTE: It is agreed that work assigned to this classification will not in future exceed the level of difficulty of work now being assigned to employees in this amalgamated classification.

## **FLIGHT SERVICE GROUP**

## **Chart No. 3**



## **FLIGHT SERVICE ENGINEER 922**

The duties shall include preparation and functioning of fuel, hydraulics, pneumatics, electrical and powerplant systems as it relates to preparing the aircraft for flight, and certification. Shall support Flight operations in accordance with defined procedures. Shall be capable of carrying out duties of any lower classification as it relates to aircraft assembly i.e sealing, sheet metal, electrical. In accordance with the aforementioned duties the duties should also include any trouble shooting/maintenance and/or repair of said structure/systems to meet the defined airworthiness requirements of the product. Must be capable of sourcing and following procedures, drawings, and production methods in accordance with carrying out duties. Must be capable of operating in all weather conditions to support Preflight activities. Must be capable of meeting ramp and safety requirements at any controlled aerodrome. Must be capable of acquiring and maintaining a Restricted Radio Operator License. Must be capable of operating a vehicle within any controlled aerodrome. This classification requires an M2 license. All 922 Flight Service Engineers must be capable of performing certification duties on behalf of the company in accordance with the established Bombardier Quality Manual and Maintenance Policy Manual and may acquire an Aircraft Certification Authority (ACA) signatory approval when required.

## **AIRCRAFT MECHANIC 803 (802,751, 604)**

Requires the complete dismantling, overhaul and reassembly of aircraft engines, including components and propellers. Must have knowledge of shop practices, be capable of following test procedures, drawings and production methods relating to the above. Carry out correct diagnosis of operating defects.

Requires the complete dismantling, build up and test of any one component, i.e. fuel systems, C.S.U. and individual components of a propeller. Must be familiar with complete build of engines,

but is not required to engine test. Must be capable of carrying out balancing machine operations as applied to all rotary parts.

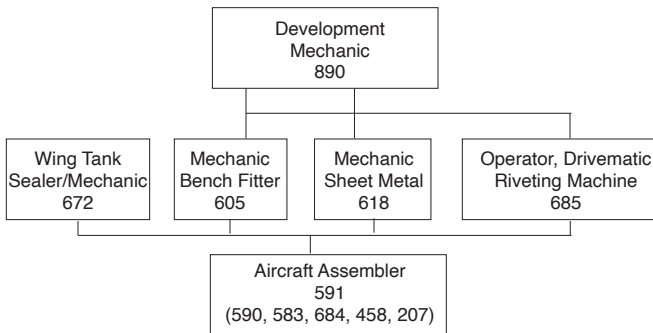
Responsible for installing, repairing and functioning any or all parts or components necessary to fabricate a complete airframe including rigging, i.e. the adjustment of flight and engine controls for correct coordinated linkage, tensions and travel. Must be a sight reader of blueprints and trouble shoot the work of Airframe Assemblers.

Requires the general servicing of aircraft power plants; this includes installation or removal of engines, engine mounts, propellers or other accessories, including cowls and coolers, and provide proper setting of controls.

Requires the overhaul, modification and/or installation of any or all piping, hydraulic or pneumatic units to schematic drawings, blueprints, engineering changes or verbal instructions. Required to perform testing, functioning, trouble shooting on any hydraulic or pneumatic unit, complete or partial installation.

## STRUCTURAL GROUP

## Chart No. 4



## **DEVELOPMENT MECHANIC 890-4**

Forms sheet metal into odd shapes by employing beating and wheeling methods to drawings, loftings, sketches or verbal instruction and completes the assembly of the unit. May be required to perform work of a sheet metal mechanic.

Must perform the work of a Bench Fitter Mechanic and Sheet Metal Mechanic and in addition is required to develop and manufacture all parts and mechanisms from approved materials as assigned and in accordance with information provided or available. Carry out experimentation, installation and assembly of parts. Recommend and carry out corrections. Must be familiar with environmental and vibration test procedures and record results where necessary.

Required to develop, manufacture and test prototype precision mechanisms from drawings, sketches and/or verbal instructions, using any required materials having the ability to suggest and incorporate necessary modifications. Must be able to use precision measuring equipment and be familiar with environmental and vibration test procedures and record results where necessary.

## **OPERATOR, DRIVEMATIC RIVETING MACHINE, 685**

Set up and operate Drivematic riveting machines to perform drilling, countersinking and riveting operations.

## **WING TANK SEALER/MECHANIC 672-4**

Required to perform the operations necessary to clean and seal pressurized or unpressurized integral wing tanks, pressurized compartments and structures including such typical operations as cleaning surfaces; applying sealants by approved methods and hand working to remove bubbles; closing tanks and compartments and checking for leaks in accordance with standard practice; applying various types of interior coatings by brush and/or spray guns. Performs any rework necessary to



prevent and correct leaks. Must know curing and drying time of sealants. Works to blueprints, production bulletins and other like information.

Requires the ability to perform testing, functioning, troubleshooting on any pneumatic lines and complete or partial installations.

Must meet bona fide occupational physical requirements.

#### **BENCH FITTER MECHANIC 605-4**

Required to develop and complete complex parts and assemblies. Required to perform all operations in connection with the assembly and fitting of all types of prefabricated parts and fittings. Required to work from information received and/or available. Be able to make temporary tools pertaining to the work. May be required to operate a Wales Strippit Machine. Must do all necessary rework.

#### **SHEET METAL MECHANIC 618-4**

Required to plan, lay out and to develop any sheet metal part from ordinary or complicated blueprints, making and setting up temporary tooling, to do installation, repair, rework or modification of any sheet metal parts on or off the aircraft. Panel beating or wheeling is not required of a Sheet Metal Mechanic but such Sheet Metal Mechanics as have the ability to perform this work shall be paid the top rate of Panel Beaters while so engaged.

#### **ASSEMBLER, AIRCRAFT 591-4 (684,590,583,458,207)**

Required to perform the operations necessary to clean and seal pressurized or unpressurized compartments and structures including such typical operations as cleaning surfaces; applying sealants by approved methods and hand working to remove bubbles; applying various types of interior coatings by brush and/or spray guns. Performs any rework necessary to prevent and correct leaks. Must know curing and drying time of sealants. Works to blueprints, production bulletins and other like information.

Required to complete, fit and/or assemble prefabricated parts or assemblies to jigs, drawings or aircraft. Perform rework not beyond the level of difficulty normally required in this classification. Employees who are required to perform work of a higher level of difficulty will be paid the top of the rate which is appropriate to the level of difficulty while so engaged. May be required to operate a Dimpling Machine or Erco Rivetter.

Will not be required to plan, lay out or develop complex parts or assemblies, or do rework normally performed by Sheet Metal Mechanics or Bench Fitter Mechanics.

Lay out means other than that accomplished by use of a scale or tape and pencil or scribe.

Required to perform the operations necessary to engrave or mark items such as identification or instruction plates, instruments, tooling, machine and aircraft parts by use of pantograph engraving machines and/or Masson Seeley marking equipment. May engrave templates for production runs.

Installs paneling and other decorative finish in the aircraft and trims the cabins with provided fabric, leather, metal or other material. Stretches fabric between or over structural elements and installs panels by fitting and securing them in place; drilling necessary screw holes; install fittings for drapes and shades; lays carpets, etc. and may be required to place seats or other furniture.

Required to cut, splice or swage, solder and wrap, wire cable, rope or shock cord as assigned and according to information received or available. May be required to carry out prototype installations pertaining to his/her work.

Required to assemble and fit components and parts to an airframe and perform moderate rework. Required to dismantle, clean, reassemble hydraulic or pneumatic units. Essentially bench work.

Requires the removal or assembly of engine or power plant components including generators, starters, pumps, constant speed units, cowls, etc. and the cleaning of parts and the carrying out of simple repairs or adjustments. This does not require the

dismantling, repair or adjustment of starters, generators, pumps or constant speed units.

Requires the ability to perform bonding checks for structural grounding points for items such as pneumatic, hydraulic, and structural points.

Required to prepare moulds for lay-up. Trims finished moulded parts to trim jig or scribe lines by machining, filing or any other approved method. Required to assemble parts by plastic bonding, mechanical fastenings or soft riveting. Locate and drill holes as required by process.

Must be familiar with all phases of Plastic Production and be able to accurately mix given formulae as laid down by D.H. standards. Must be familiar with all phases of sealants and be able to accurately mix given formulae as established by manufacturer standards.

May be required to perform sealing assignments in the absence of mixing assignments. Required to perform the operations necessary to set up and operate shot peening machines including preparation of test pieces for inspection. Work to process and work order cards and/or oral instructions.

Required to set up and operate a power sewing machine to sew a variety of fabrics, canvas, leather, vinyl, for installation and assemblies.

## **SHEET METAL GROUP (MACHINE)**

**Chart No. 5**

Press Shop Mechanic 696 (695, 565, 214)
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NC Finishing 675 (676, 578)
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### **PRESS SHOP MECHANIC 696-5 (695, 565, 214)**

Set up and operate any drop hammer to produce single or double curvature work with or without the use of pressure and/or rubber plates. Develop the use of pressure and/or rubber plates for new parts. Do all necessary hand forming and rough trimming.

Required to perform the operations necessary to set up and operate a Dualform double-acting hydraulic press embodying the Dualform Process to produce various types of sheet metal pressings. As required, performs the operations necessary to clean up and dress dies, punches, sample parts and/or pressings pertaining to the work.

This occupation requires a thorough knowledge of stretching aluminum alloy strip sheets and formed sections around dies. Must be capable of tool proving, first off operations.

Sets up and operates a Farnham Roller. In addition performs all first off work and records the machine setting on a chart form.

Set up and operate a Buffalo Rolls. Check work to templates, blueprints and drawings. Perform all necessary hand work to complete parts according to loft.

Required to determine sequence of operations and set up dies for trial and develop blanks and run off material from accepted dies.

Sets up from charts provided and operates a forming machine known by the trade name Farnham Roller to form bends or curves in sheet metal, adjusting the machine rollers to obtain bends according to template, blueprint or drawing specifications.

Required to set up and operate Hufford Presses on production runs.

Required to set up and operate a Stretch Press.

Requires the planning, set up and forming of all types of sheet metal stock common to aircraft manufacture, by setting and aligning various dies and forms and bending, joggling, channeling, corrugating or forming of angles, including the calculation of bend allowances. Requires a basic knowledge of die construction and materials.

Required to install dies and forms by placing, aligning, adjusting dies and forms in brake presses, and to produce work containing bends, joggles, channels and corrugations.

Required to set up and operate any of the following machines; router, nibbler, draw bench, slitting shear, rubber press, deburring machine, drills, straightening rolls.

When operating a travel router, the operator will be paid a premium of twenty (20) cents per hour for all hours so assigned.

Must have ability required to finish sheet metal parts by a hand forming operation using form blocks to be supplied. May be required to operate a crimping machine.

This classification independently dresses or redresses parts from presses formed on unapproved tools. Requires knowledge of set up, planning, forming, materials, bend allowances and operations, etc. appropriate to do the function. This classification will be used only as required in the development of new form blocks.

Required, by use of blueprints, drawings or verbal instructions, to lay out work and complete drilling operations on sheet metal parts.

Required to set up and operate the machine, including the welding attachment and have complete knowledge of speeds, feeds and types of blades employed on different types of material.

### **NC FINISHING 675-5**

Required to perform the operations necessary to finish machined parts by straightening, blending chamfering, deburring and tapping of holes to drawing specifications. This work requires the use of hand and power tools and straightening presses. Performs incidental operations such as marking code or part numbers.

Required, by use of blueprints, drawings or verbal instructions, to lay out work and complete drilling operations on sheet metal parts.

Required to set up and operate the machine, including the welding attachment and have complete knowledge of speeds, feeds and types of blades employed on different types of material.

Required to set up and operate any one of the following machines (for which he/she is classified) to machine castings, forging and/or produce machined parts from bar stock, ferrous and non-ferrous materials, plastics, working from blueprints,

drawings and general information. Performs any layout incidental to the work and checks parts for conformance to specifications. Is not required to work on tooling or maintenance type work.

Radial Drill

Pedestal Drills

## HEAT TREAT GROUP

Chart No. 6

Heat Treater & Bath Operator 655
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### **HEAT TREATER & BATH OPERATOR 655-6**

By the use of furnaces or other devices, heat treat any metal used in aircraft to required specifications. Must possess a thorough knowledge of the physical and chemical properties of the metals to be treated and be able to work out treatment problems for which no chart or table exists.

Required to heat treat metals to required specifications and to have knowledge of materials and the particular heat treat equipment used. Must also process materials by a variety of chemical methods directly related to the heat treatment.

Requires the etching, plating and electroplating of aircraft parts.

Required to maintain and operate chemical finishing bath, other than electroplating, with knowledge of materials employed and affected by the bath.

## PLASTICS GROUP

Chart No. 7

Plastic Repair Mechanic & Upholster 688 (686, 683, 640*)
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### **PLASTIC MACHINE MECHANIC 688-7 (686, 683, 640)**

Required to perform all operations necessary to set up, load and operate machines in the Plastic Shop such as Autoclave,

Vacuum Forming Machine and machines of a similar nature; is not required to do experimental work in the Development Shop. Will be required to perform related work in the absence of job assignments on the equipment.

Required to be familiar with all plastic composites operation as known and to perform all repair and overhaul work from blue prints, sketches or verbal instructions. Must be able to do hot and cold bonding, mechanical fastenings or riveting, complex modifications (e.g. Extending panels, components), re-working parts that would otherwise be scrap.

Be able to mix giving formulae as specified by D.H. standards.

Requires the layout, cutting, sewing and fitting of fabric or plastic upholstery or lining materials of a special nature, in cushions or interior furnishing for aircraft. Must work from drawings or verbal instructions.

Required to set up and operate a power sewing machine to sew a variety of fabrics, canvas, leather, vinyl, for installation and assemblies.

\* deleted classification

## **PRODUCTION CONTROL GROUP**

**Chart No. 8**

Production Control 596
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### **PRODUCTION CONTROL 596-8 (595, 301)**

Required to spot the transport of components and perform the operations necessary to receive and route discrepant materials, parts and assemblies to their respective areas in the Material Review Central Control. Makes a preliminary determination from work orders, drawings and inspection documentation as to whether such items are scrap or for referral to the Material Review Board. As required, carries out the investigations necessary to obtain information as to the cause of defective parts and

materials. Maintains records of all parts and materials actioned in the Material Review Central Control.

Required to operate a stores, tool crib, receiving or shipping area alone or with assistants; must be familiar with and process necessary records and paperwork.

Requires by the reading of work order cards, blueprints, schedules and collect data reports to expedite parts and materials throughout the Company's operations. Keep necessary records of progression. Responsible for writing and reporting of shortage reports and execute the request on method changes. Requires a thorough knowledge of office and factory procedures.

Must set up and operate shears, saws, stitcher, drill sharpener or such other machines as used in stores, shipping or tool crib. Lay out, cut and assemble cartons as required by stores and shipping department.

Requires the reading and follow-up of work order cards, blueprints and schedules with a view to providing a proper progression of parts in a department and, with assistance, clear up matters affecting the regular flow.

Required to receive, store and issue items assigned to tool crib or his/her particular type of stores, to make packing crates and/or pack aircraft parts for shipments, to assist Group 5 Storeperson in the operation of a Stores, Tool Crib or Shipping.

Required to package, wrap and hand process light parts, equipment and materials in accordance with established procedures and/or oral instructions.

## **WELDER GROUP**

## **Chart No. 9**

Aircraft Welder & Spot Welder 830
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### **AIRCRAFT WELDER & SPOT WELDER 830-9**

Requires the preparation, setting up and completion of all



aircraft welding operations, including repair work. Must possess two or more current R.C.A.F. or other Governmental approvals on any material.

Requires the preparation, setting up and completion of all aircraft welding operations including repair work. Must possess a current R.C.A.F. or other Government approval.

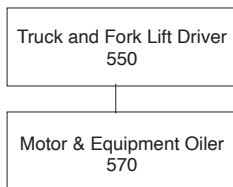
A complete approval is comprised of butt, tube and fillet welding (plus hydraulic tube where necessary) on one material using one type of welding equipment.

Requires the preparation, setting up and completion of aircraft welding operations which do not require the possession of a current R.C.A.F. or other Government Approval Test. May be required to spray molten metal of various types, to specifications, to silver solder and braze and to prepare surface to assure proper bond.

Requires the setup and operation of the machine and by knowledge of the material and the job, works out pressures, voltages and welding sequences. Prepare parts for spot welding to instructions of his/her Supervisor. Be able to operate a spot welding machine.

## **MAINTENANCE GROUP**

## **Chart No. 10**



### **TRUCK & FORK LIFT DRIVER 550-10**

Required to spot components, drive truck and fork lift equipment as assigned and to dispense gas and oil and maintain accurate records of the same; must possess valid licenses required.

## **MOTOR AND EQUIPMENT OILER 570-10**

Required to lubricate numerical control machines, electric motor and other mechanical equipment.

### **PAINT GROUP**

### **Chart No. 11**



## **SIGN WRITER 720-11**

In addition to performing the duties of an Aircraft Spray Painter, must lay out, develop, sketch and paint any design from sketches, photographs, blueprints or other medium. Must determine the method to be used, design and make any necessary stencils or other aid.

## **PAINTER, SPRAY PARTS & AIRCRAFT 612-11 (609, 402)**

Requires the complete preparation of surfaces, including masking and priming, finishing and final spotting, touch up, lettering and stenciling of interior or exterior surfaces. Must be able to care for and apply silkscreen stencils. Must mix paints or dopes, work to written or verbal instructions, using blueprints for reference or identification of parts or specifications.

During the shortage of aircraft or components to paint, the 612's must be able to paint any Company and moving vehicles.

During a shortage of aircraft painting, the 612's will be able to paint additional equipment as required.

During the finishing of an aircraft the 612's must be able to remove and replace any sealant on external of completed aircraft.

Required to prepare, prime and paint (including finishing coat) all parts.

Prepares and primes major components, i.e. wings, flaps, ailerons, elevators, rudders and tailplanes.

Also required to assist the Aircraft Spray Painter by performing detail jobs, before and after the complete spray painting of an aircraft. This work includes cleaning, polishing, masking, including masking of insignia or decorations, hand touch-up of interior or exterior surface areas.

## **PLASTIC, PAINT & FABRIC INSPECTION GROUP**

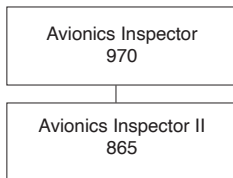
**Chart No. 12**

Paint & Fabric Inspector 750
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### **PAINT AND FABRIC SHOP INSPECTOR 750-12**

Required to inspect and approve, using all inspection equipment necessary, the techniques and methods used in spray painting and preparation of parts for painting. Required to inspect all fabric and doping operations together with upholstery manufacture and installation. Must possess a knowledge of all protective treatments required in aircraft finishing and finally inspect a complete aircraft for satisfactory paint or finish application. Must have complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

Required to inspect and approve, using all inspection equipment necessary, the techniques and methods used in upholstery, fabric doping, repair and covering. Must be capable of inspecting primed details and carrying out the inspection and pressure tests of tanks (rubber). Must have a complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.



**AVIONICS INSPECTOR 970-13**

Must be capable of inspecting, using necessary equipment, during all stages of overhaul, repair and installation of all types of radio, radar and microwave equipment. Must be capable of inspecting the operations and functioning's of all the above equipment; also the installation and function of electronic and electrical instruments on the final assembly, overhaul and test flight operations. Must have a complete knowledge of inspection procedure and of Transport Canada radio procedure Re: operating licensed aircraft radio station. Be capable of compiling all necessary inspection records and documents.

Must be capable of inspecting, using necessary equipment, the function of complete radio, radar and electrical systems, circuits and components for satisfactory air operation. Also the installation and function of electrical and mechanical instruments on the final assembly. Must have knowledge of Transport Canada Radio Procedure Re: operating licensed aircraft radio station. Be capable of compiling all necessary inspection records and documents. Is required to sign all relevant L-14 section on Military aircraft and complete necessary log book entries.

Must be capable of inspecting, using all necessary equipment, the testing, calibrating, repair, function and complete overhaul of electronic type instruments and systems. Must be capable of the

construction and complete overhaul of instrument test equipment. Must be capable of inspecting and functional trial all types of aircraft instrument systems, including prototype installations. Must be able to work to verbal instructions and/or sketches from Engineering and complete all records in connection with inspection duties.

### **AVIONICS INSPECTOR II 865-13**

Must be capable of inspecting, using necessary equipment, radio, radar and electrical circuits and components, and diagnose faulty installations, circuits and/or mechanical hook up. Must be capable of compiling pre-overhaul strip reports on complete electrical installations or components (not including radio and radar) and functioning of electrical circuits. Must have complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

Must be capable of inspecting, using necessary equipment, the function and calibration of all types of aircraft instruments. Should have basic electrical training. Must have a complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

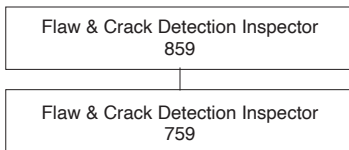
Must be capable of inspecting, using necessary equipment, megger and continuity check of electrical services installed in the aircraft, excluding the functioning of radio and radar. Must be capable of doing progressive stage inspection of electrical and electronic wiring and installations, write strip reports and function test generator motors, etc. on the test stand.

Must complete all necessary inspection reports and documents related to the foregoing and be able to write strip reports. Required to function test generator motors, etc. on test stand. Required to inspect and test electrical harness, coding, wire gauges, etc. essentially detail inspection. Must be able to read simple schematic sketches covering wiring assemblies. Must have a complete knowledge of procedures and be able to complete

all necessary inspection reports and documents related to the foregoing.

## HEAT TREAT INSPECTION

Chart No. 14



### **FLAW AND CRACK DETECTION INSPECTOR 959-14**

Must be capable of setting up and operating ultrasonic and other necessary equipment and materials or parts to be tested, in order to check for internal and external flaws. This includes selecting proper crystals, hooking up and calibrating equipment and positioning parts in a manner that will permit proper orientation of part with search unit.

Must be capable of operating ultrasonic equipment to check for internal and external flaws using prepared ultrasonic technique inspection instructions. Required to accept or reject according to material acceptance standards as a result of ultrasonic inspection findings. Required to inspect and approve using all inspection equipment necessary, material defects by the Magnetic Particle Inspection method. This involves use of magnetizing and demagnetizing equipment.

Required to inspect and approve using all inspection equipment necessary, material defects by the Penetrant Inspection method.

All crack detection methods must have R.C.A.F. approval.

Must be capable of setting up the Eddy Current equipment used in detecting flaws in materials. Required to implement the necessary calibration of the equipment as required for testing, and selecting the proper probes for testing and to implement testing as per written techniques or as instructed by the NDT Level III.

Must interpret, evaluate and document test results.

Required to complete all necessary inspection reports and documents related to the fore mentioned and to have a complete knowledge of all required procedures.

Must pass certification examinations per each test method:

Penetrant Inspection

Magnetic Particle Inspection

Ultrasonic Inspection

Eddy Current Inspection

Must meet the vision requirements of the government specification.

Must assist in the training of less skilled workers.

### **FLAW AND CRACK DETECTION INSPECTOR 759-14**

Must be capable of setting up and operating ultrasonic and other necessary equipment and materials or parts to be tested, in order to check for internal and external flaws. This includes selecting proper crystals, hooking up and calibrating equipment, and positioning part in a manner that will permit proper orientation of part with search unit.

Must complete all necessary inspection reports and documents related to the foregoing, and have a complete knowledge of procedure.

Must assist in the training of less skilled workers.

Must be able to pass ultrasonic inspectors certification tests.

Must be capable of operating ultrasonic equipment to check materials for internal and external flaws, using prepared ultrasonic technique inspection instructions. Required to accept or reject according to material acceptance standards, as a result of ultrasonic inspection findings.

Must complete all necessary inspection reports and documents related to the foregoing.

Must be able to pass ultrasonic inspectors certification tests.

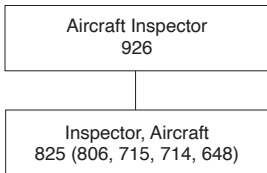
Required to inspect and approve, using all inspection equipment necessary, material defects by the Magnetic Particle Inspection

Method. This involves use of magnetizing and demagnetizing equipment. Zyglo and all crack detection methods must have R.C.A.F. approval.

Must complete all necessary inspection reports and documents related to the foregoing.

## **AIRCRAFT INSPECTION GROUP**

**Chart No. 15**



### **AIRCRAFT INSPECTOR 926-15**

Must be capable of inspecting, using necessary equipment, all operations including functioning and engine run performed between the final assembly and acceptance of the aircraft by the customer. Aircraft Inspector Group 9 may be required to inspect any or all work performed in connection with the building of an aircraft from the early stages of development through to the final assembly. Must complete all necessary inspection reports and documents related to the foregoing and have a complete knowledge of procedure. This classification requires an "M2" license.

### **INSPECTOR, AIRCRAFT 825-15 (806, 715, 714, 648)**

Aircraft Inspector Group 8 may be required to inspect any or all work performed in connection with the building of an aircraft from the early stages of development through to the final assembly. Must complete all necessary inspection reports and documents related to the foregoing and have a complete knowledge of procedure.



Must be qualified to inspect and approve final assembly and delivery of an airframe and in addition, must be able to inspect and approve the assembly, repair, overhaul (recondition) adjustment and function of hydraulic and pneumatic parts, assemblies and systems in a complete or partially completed aircraft. Inspect and approve the installation of propellers, power plants and accessories and other systems and services necessary to assemble a complete or partially completed aircraft except installation and functioning of radio, electronics, electrical and instruments. Must be qualified to inspect and approve sheet metal and sheet metal repairs on an aircraft or its components. Must be able to read and interpret drawings and compile Inspection Survey Reports. This classification applies only to line assembly and overhaul operations – not to apply to shops.

Must be capable of inspecting, using necessary equipment, aircraft details, sub-assemblies and components to drawing, and check to functional and test specification requirements. Must be familiar with processes necessary to produce the foregoing parts and have a good knowledge of aircraft material heat treat conditions. Must have complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

Using all inspection equipment necessary, required to carry out a complete final inspection and function of engine accessories during strip, overhaul and complete build to authorized schedules, but is not required to function engine on test run. Must be capable of inspecting and approving test equipment, gauges and test rigs at required intervals. Must be capable of carrying out inventory checks on incoming engines and accessories for overhaul and repair. Must have a knowledge of approved methods of dispatch for shipment including inhibiting, cocooning and packing and be able to complete all necessary inspection reports and documents related to the foregoing.

Required to inspect and approve, using all inspection equipment

necessary, the complete power plant prior to and after installation, including propellers and other ancillary equipment. Must be familiar with manufacturer's repair schemes on minor repairs and be capable of following installation drawings and specifications. Must have an elementary knowledge of sheet metal work with respect of cowlings. Must be capable of completing all inspection reports related to the foregoing.

Must be capable of inspecting, using necessary equipment, the assembly of a power plant at specified stages prior to installation in the aircraft. Must have an elementary knowledge of sheet metal work with respect to cowlings, and is required to complete necessary inspection records.

Must be capable to inspect, using necessary equipment, aircraft details and sub-assemblies in any stage of operation, and be familiar with the processes necessary to produce foregoing parts. Must have complete knowledge of procedures and be able to complete all necessary inspection reports and documents related to the foregoing.

Required to inspect and approve, using all inspection equipment necessary, all operations to procedures carried out in Heat Treat and Electroplating departments. Must possess knowledge of Heat Treat procedures and temperature controlling devices to verify them to be correct. Must be capable of carrying out periodic survey checks on plating equipment and recording instruments.

Must have a complete knowledge of procedures and be able to complete all necessary inspection reports and documents relating to the foregoing.

Required to inspect and approve, using all inspection equipment necessary, all operations to procedures carried out in the Heat Treat and Electroplating Departments. Must possess knowledge of heat treat procedures and temperature controlling devices to verify them to be correct.

Required to carry out complete checks on electroplating process procedures. Must have complete knowledge of procedure and be

able to complete all necessary inspection reports and documents related to the foregoing.

Required to inspect and approve all phases of plastic operations produced from production and/or experimental moulds, working to blueprints, sketches or Engineering Orders. Must be able to check mixture of resins and record same. Carry out humidity checks in plastic manufacturing area and complete records relating thereto. Check the preparation of plastic samples prior to submission to Laboratory and record same. Check oven temperatures, using correct equipment and record details. Must have a complete knowledge of procedure and be able to complete all necessary documents related to the foregoing.

Required to inspect and approve all operations necessary for manufacturing plastic parts made from production moulds. Must be capable of reading drawings, checking mixing of resins and making necessary records of such. Must have a complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

## **PARTS INSPECTION**

## **Chart No. 16**

Materials Inspector 845
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### **MATERIALS INSPECTOR 845-16**

Must be capable of inspecting, using new equipment, all A/C vendor parts, raw materials and assemblies with regards to condition, completion specification, identification, status and evidence of previous inspection. Must be able to read and interpret drawings and part specifications, and to check part to functional and test specification requirements.

Must be familiar with Bombardier Aerospace and industry manufacturing process standards.

Must have background and ability required to obtain quality and to obtain quality MRB signing authority and to certify airworthy parts per Transport Canada requirements.

Must be familiar with all relevant packing methods and Specifications

Must be capable of performing preliminary product investigations and status of non-conformance when requested, using provided tools including electronic media.

Must be able to perform or verify FAI reports on aeronautical products as required.

Must be able to liaise in a positive manner with all other functional groups within Bombardier Aerospace.

Must be able to conduct source inspections at a Suppliers facility in a professional manner, but does not have sole ownership of this function.

May perform Quality product planning when requested, without sole ownership of this function.

### **AIRCRAFT INSPECTOR 975 (970-13, 825-15, 806, 715, 714, 648)**

Must be capable of inspecting, using necessary equipment, during all stages of overhaul, repair and installation of all types of radio, radar and microwave equipment. Must be capable of inspecting the operations and functioning's of all the above equipment; also the installation and function of electronic and electrical instruments on the final assembly, overhaul and test flight operations. Must have a complete knowledge of inspection procedure and of Transport Canada radio procedure Re: operating licensed aircraft radio station. Be capable of compiling all necessary inspection records and documents.

Must be capable of inspecting, using necessary equipment, the function of complete radio, radar and electrical systems, circuits and components for satisfactory air operation. Also the installation and function of electrical and mechanical instruments

on the final assembly. Must have knowledge of Transport Canada Radio Procedure Re: operating licensed aircraft radio station. Be capable of compiling all necessary inspection records and documents. Is required to sign all relevant L-14 section on Military aircraft and complete necessary log book entries.

Must be capable of inspecting, using all necessary equipment, the testing, calibrating, repair, function and complete overhaul of electronic type instruments and systems, and the construction and complete overhaul of instrument test equipment. Must be capable of inspecting and functional trial all types of aircraft instrument systems, including prototype installations. Must be able to work to verbal instructions and/or sketches from Engineering and complete all records in connection with inspection duties.

Must be capable of inspecting any or all work performed in connection with the building of an aircraft from the early stages of development through to the final assembly. Must complete all necessary inspection reports and documents related to the foregoing and have a complete knowledge of procedure.

Must be qualified to inspect and approve final assembly and delivery of an airframe and in addition, must be able to inspect and approve the assembly, repair, overhaul (recondition) adjustment and function of hydraulic and pneumatic parts, assemblies and systems in a complete or partially completed aircraft. Inspect and approve the installation of propellers, power plants and accessories and other systems and services necessary to assemble a complete or partially completed aircraft except installation and functioning of radio, electronics, electrical and instruments. Must be qualified to inspect and approve sheet metal and sheet metal repairs on an aircraft or its components. Must be able to read and interpret drawings and compile Inspection Survey Reports. This classification

applies only to line assembly and overhaul operations – not to apply to shops.

Must be capable of inspecting, using necessary equipment, aircraft details, sub-assemblies and components to drawing, and check to functional and test specification requirements. Must be familiar with processes necessary to produce the foregoing parts and have a good knowledge of aircraft material heat treat conditions. Must have complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

Using all inspection equipment necessary, required to carry out a complete final inspection and function of engine accessories during strip, overhaul and complete build to authorized schedules, but is not required to function engine on test run. Must be capable of inspecting and approving test equipment, gauges and test rigs at required intervals. Must be capable of carrying out inventory checks on incoming engines and accessories for overhaul and repair. Must have a knowledge of approved methods of dispatch for shipment including inhibiting, cocooning and packing and be able to complete all necessary inspection reports and documents related to the foregoing.

Required to inspect and approve the overhaul and functioning of all hydraulic, pneumatic and vacuum units. Must be capable of compiling strip reports. Must be thoroughly familiar with test procedures, installation of piping systems as laid down in specifications. Must complete all necessary inspection reports and documents related to the foregoing, and have a complete knowledge of procedure.

Must be capable of inspecting, using necessary equipment, the assembly of a power plant at specified stages prior to installation in the aircraft. Must have an elementary knowledge of sheet metal work with respect to cowlings, and is required to complete necessary inspection records.

Must be capable to inspect, using necessary equipment, aircraft details and sub-assemblies in any stage of operation, and be familiar with the processes necessary to produce foregoing parts. Must have complete knowledge of procedures and be able to complete all necessary inspection reports and documents related to the foregoing.

Required to inspect and approve, using all inspection equipment necessary, all operations to procedures carried out in Heat Treat and Electroplating departments. Must possess knowledge of Heat Treat procedures and temperature controlling devices to verify them to be correct. Must be capable of carrying out periodic survey checks on plating equipment and recording instruments.

Must have a complete knowledge of procedures and be able to complete all necessary inspection reports and documents relating to the foregoing.

Required to inspect and approve, using all inspection equipment necessary, all operations to procedures carried out in the Heat Treat and Electroplating Departments. Must possess knowledge of heat treat procedures and temperature controlling devices to verify them to be correct.

Required to carry out complete checks on electroplating process procedures. Must have complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

Required to inspect and approve all phases of plastic operations produced from production and/or experimental moulds, working to blueprints, sketches or Engineering Orders. Must be able to check mixture of resins and record same. Carry out humidity checks in plastic manufacturing area and complete records relating thereto. Check the preparation of plastic samples prior to submission to Laboratory and record same. Check oven temperatures, using correct equipment and record details. Must have a complete knowledge of procedure

and be able to complete all necessary documents related to the foregoing.

Required to inspect and approve all operations necessary for manufacturing plastic parts made from production moulds. Must be capable of reading drawings, checking mixing of resins and making necessary records of such. Must have a complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.



## **SCHEDULE "E"**

### **A GLOSSARY OF WORDS AND PHRASES**

The following words and phrases are given definition and meaning to clearly indicate the common and consistent interpretation to be placed on them by all persons using the description.

#### **ABILITY**

A sufficiency of skill or competence to satisfactorily perform the work required of a job.

#### **ASSIGN**

To place an employee in a specific Job Classification.

#### **BUMPING**

The adjustment process by which an employee declared surplus/laid off in his/her job classification because of work reduction, may assert his/her seniority rights to displace an employee in another Job Classification which he/she has vested rights in.

#### **EMERGENCY**

A condition that is unforeseen and/or is beyond the control of the Company that requires immediate action and where there is no qualified Bargaining Unit personnel available to perform such emergent work. Generally, the action taken is to prevent damage to Company property or injury to personnel.

#### **EXPERIMENTING**

In the event that it is necessary to do experimenting, the District Union Representative shall be notified and a member of the Bargaining Unit in the classification affected will be present during the period of experimentation and may be called upon to assist in the experimentation.

## **FLOW CHART**

A diagram or chart which indicates, by connecting lines, the job classifications through which an employee may seek promotion or exercise his/her bumping rights when his/her job is affected by reduction of the work force, if they have previously vested rights in that job.

## **GRIEVANCE**

A real or fancied cause for complaint for which redress is asked.

## **INSPECT**

To evaluate compliance and execution in relation to established standards, processes and procedures. May include training, continuous improvement, housekeeping, and calibration status. Where any of the above or similar is found to be non-compliant, the Inspector shall coach, mentor and provide feedback and input with respect to technical corrective action(s) as required and appropriate.

## **LAYOFF**

Termination of an employee's work due to work reduction and under which the employee possesses specific rights of recall to work.

## **LEAD HAND**

A bargaining unit worker who, because of his/her extensive job knowledge and experience, is responsible for leading and overseeing a work centre and coaching, mentoring and providing direction on a day to day basis to employees from his/her own or like job classifications. He/she assesses employee training requirements and, with the assistance of Management and the Training Representative, arranges for and performs training.

The lead hand works closely with Support Groups including Material Logistics, Quality and Methods. He/she is responsible for

assigning work, reviewing the work schedule and required follow-up. He/she is a leader in the drive for continuous improvement and Achieving Excellence (AE) in the work centre. As such, he/she may actively participate in or lead discussions in relation to the performance of the Work Centre. He/she may participate in daily boardwalks to highlight work progress and obstacles and communicates with other lead hands to ensure work continuity

The lead hand shall be assigned to a classified job, paid the additional premium and will continue to perform normal duties of the classification.

The lead hand does not possess disciplinary power, nor will he/she be used to progress or expedite parts or assemblies throughout the plant, nor shall he/she be required to perform clerical duties outside of his/her normal classification. The lead hand shall not approve employees for overtime, update overtime lists, nor shall he/she assign work outside an employees' classification. No additional overtime privileges shall be granted to lead hands.

### **PERSISTENT LATENESS OR ABSENTEEISM**

To go on being late or absent after being warned to desist from the practice.

### **PREFABRICATED**

A part(s) and/or assembly that has already been constructed from raw material according to drawings, sketches and schematic drawings, verbal instructions, or process cards that may or may not require additional alterations to become a finished part(s) or assembly.

### **PROMOTE**

To assign an employee from one Job Classification to another Job Classification bearing a higher rate of pay.

## **REPAIR**

To restore a part or assembly to its original state or utility after it has been damaged by accident or by wear. This does not have the same meaning as “Rework”.

## **REWORK**

Means to undo and then do over work previously accomplished in order to correct errors or make it conform to changed specifications. Rework can be simple or difficult according to its nature and variety, therefore, the level of difficulty intended is to be determined from the job assignment. (See repair.)

## **SURPLUS EMPLOYEES**

An employee who remains in the work force but is removed from his/her job classification due to a work reduction and applies his/her seniority to another job classification.

## **SUSPEND**

Temporary termination of an employee’s work as a disciplinary measure

## **TRANSFER**

- (a) (i) To change an employee from the Downsview facility to another facility covered under Article 2.01 without change in Job Classification or pay rate. The reason for such a change will be explained to the employee and the Union and will be for non-disciplinary purposes. The Union may make submissions to the Company of an employee’s hardship and inability to be transferred to another facility. Any such disputes arising regarding the Union’s submission will be resolved between the Company and the Union.
- (ii) To change an employee from one Program to another Program without change in Job Classification or pay rate.

In all incidents of a transfer occurring, written notice will be given to the Union, identifying the employee being transferred, when the transfer occurs, where the transfer is from, and where the transfer is to, except in those situations where the conditions have been mutually agreed to by the Company and the Union. It is further agreed and understood that no employee will be transferred for punitive or capricious reasons. Backfilling may only occur following a period of 90 days. Any such transferred employee will not be subjected to further transfer for a period of six (6) months.

Exceptions to these conditions must first be discussed with the Bargaining Committee and will generally only be related to a legitimate operational need or for the purpose of mitigating disruption to headcount and/or unforeseen master schedule changes.

(b) Although the following is not considered a transfer, it is understood that the Company has the ability to move employees from one area to another within a Program without change in Job Classification or pay rate. It is further agreed and understood that no employee will be moved for punitive or capricious reasons.

The parties also agree that in the plant where he/she normally works, an employee may be assigned to another area to complete or rework an operation usually performed in the employee's regular work area. On completion of that specific operation, the employee will return to his/her regular work areas for further work assignments.

### **TEMPORARY TOOLING – SHOP AID**

Means that a worker recognizes the need for, and improvises a mechanical aid of temporary nature which assists in the completion of work with greater exactness, rapidity and/or facility.

### **WAGE GROUP**

A number of Job Classifications which draw the same rate of pay.

## **APPENDIX I SKILLED TRADES**

1. The purpose of this Appendix is to define trades and classifications, wage rates, seniority provisions and all other matters dealing with Skilled Trades work covered by this Agreement. Work covered by the Appendix shall be performed only by the Trades and Classifications as listed below.
2. The provisions of the general Agreement shall apply to employees in the recognized trades and classifications listed below, except as altered by the provisions of this Appendix I.
3. The Skilled Trades covered by this Appendix constitute those trades for which an apprenticeship is usually served together with those classifications which form a part of an apprenticeable trade. These are as follows:

### **GROUP III**

#### **TRADES**

S-311 Tool & Die Maker

#### **CLASSIFICATIONS**

S-303 Tool Jig Borer Operator

S-308 Standard Room & Metrology Inspector

S-309 Maintenance Electrician

### **GROUP II**

#### **TRADES**

S-204 Steam-Pipefitter & Plumber –  
Maintenance & Construction

S-208 Machine Repairperson

S-209 Cutter Grinder-Tool

S-210 Mechanic – Auto, Garage

S-215 Machine Parts Inspector

## **CLASSIFICATIONS**

S-202 Machine Operator-Tool room – All-round

### **GROUP I**

#### **TRADES**

S-102 Welder-Maintenance & Construction

S-100 Carpenter/Painter – Maintenance & Construction

4. A journeyperson in any of the designated Skilled Trades shall mean any person who:

- (a) Has served a bona fide apprenticeship of four (4) years – 8000/9000 hours – and possesses proof of such apprenticeship service, or
- (b) Holds a recognized UNIFOR Journeyperson card in the trade in which he/she claims recognition, or
- (c) has eight (8) years practical and general experience covering all phases laid down in the Apprenticeship Course applicable to the trade in which he/she claims journeyperson status and possesses ample proof of such experience.

5. Entry into the Skilled Trades shall be restricted to persons:

- (a) Who qualify as journeypersons under the provisions set forth in the immediately preceding paragraphs, or
- (b) Who qualify for journeyperson status through any apprenticeship program which may be negotiated by the parties, or
- (c) Who provide documents at date of hire proving their claim to journeyperson status both to the Company and the Union Skilled Trades Committeeperson, or
- (d) Who provide documents within fifteen (15) working days of being promoted from any classification.

#### **SKILLED TRADES SENIORITY**

6. (a) Employees who are in Skilled Trades or have recall rights

thereto as at the date of this Agreement shall retain their seniority established at that date and continue to accrue seniority thereafter.

- (b) New trade journeypersons shall have seniority in their trade only as from the date of entry
- (c) There shall be no crossing between Skilled Trades as designated in this Appendix, except as set forth at below.
- (d) An employee in Group II or Group I on the Tool room Flow Chart who is qualified in the trade of Machine Repairperson may apply for a vacancy in that trade. However, should he/she be accepted in the new trade, he/she shall retain for fifteen (15) working days his/her seniority rights in his/her previous tool room classification. After fifteen (15) days, he/she shall relinquish his/ her tool room seniority rights and shall be regarded as having entered the trade of Machine Repairperson on the first day of his/her commencing work in that trade.
- (e) An employee already in a classification within a skilled trade who is accepted for promotion to another classification within that trade and finds himself/herself unable to perform the duties of the new job or is found unsatisfactory by supervision, shall be returned to his/her former classification under Clause 20.03 of this Agreement.
- (f) Any Skilled Trades employee who is accepted for promotion into, or who displaces another employee at the time of reduction of the work force from a classification linked by flow lines on his/her flow lines on his/her flow chart shall be credited with accrued skilled trades seniority in his/her new classification after fifteen (15) working days in such new classification. In the interim his/her seniority shall remain in the classification from which he/she had moved.



- (g) For the purpose of this Agreement, all the classifications on the Tool Room flow chart, except Inspector Metrology/ Standard S-308, shall be regarded as part of the trade of Tool & Die Maker.
- (h) The trade of Electrician and the classification of Maintenance Electrician shall together be regarded as constituting a separate flow chart.
- (i) The trade of Stationary Engineer 2nd Class and the Classes of 3rd and 4th shall together be regarded as constituting a separate flow chart.
- (j) Notwithstanding the provisions of any other part of this Agreement, no employee in Skilled Trades may displace an employee on another flow chart at the time of layoff.
- (k) Tool & Die Makers S-311 and Tool Room Machine Operator – All Round S-202 may apply on Job Posting for a Tool Cutter Grinder S-209 with date of entry seniority.

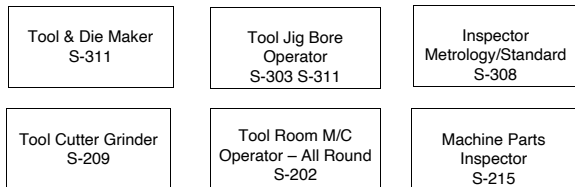
## **SUPPLEMENTARY HELP**

- 7. This section deleted

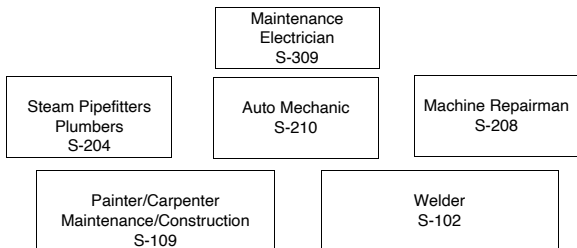
## **LAYOFF AND RECALL**

- 8. In the event of work reduction, layoff shall be effected in the following manner.
  - (a) Employees on temporary assignment under Article 7 shall be returned to the Job Classification in which their seniority rights are vested or, if obtained from outside sources, can elect transfer to Clearance Pools 3 or 2 in accordance with their seniority rights.
  - (b) Trade Journeypersons shall be laid off in inverse order of their trade seniority standing, and as illustrated in the Layoff Chart. When work is again available, trade journeypersons shall be called back in inverse order of their layoff.

## TOOL ROOM GROUP FLOW CHART



## MAINTENANCE GROUP



## WAGES

10. Effective the first pay period beginning on or after **June 23, 2021**:

WAGE GROUP	JOB RATE
3	45.09
S-303 Tool Jig Borer Operator S-308 Standard Room & Metrology Inspector S-309 Maintenance Electrician S-311 Tool & Die Maker	
2	45.09
S-202 Machine Operator – Tool Room – All-round S-204 Steam-Pipefitter & Plumber – Maintenance & Construction S-208 Machine Repairperson S-209 Cutter Grinder – Tool S-210 Mechanic – Auto, Garage S-215 Machine Parts Inspector	
1	45.09
S-100 Carpenter/Painter – Maintenance and Construction S-102 Welder – Maintenance & Construction	

## **FUTURE INCREASES**

11. Deleted June 23, 2006 – see Schedule A: Wage Scale

## **APPRENTICESHIP STANDARDS**

11.01 The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Company and the National Automobile, Aerospace, Transportation and General Workers Union of Canada, UNIFOR and its Local Union.

## **PURPOSE**

11.02 The purposes of these standards is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient workmen at the conclusion of the training period.

## **DEFINITIONS**

11.03

- (a) The term “Company” shall mean de Havilland Inc. and the Bombardier Regional Aircraft Division.
- (b) The term “Union” shall mean the duly authorized representatives of the National Automobile, Aerospace, Transportation and General Workers Union of Canada, UNIFOR and its Local Union 112.
- (c) “Registration Agency” on labour standards shall mean the Industrial Training Branch, Ontario Department of Labour. “Registration Agency” for the apprentice as a student, covering related instruction, shall mean ordinarily the North York Board of Education.
- (d) “Apprenticeship Agreement” shall mean a written agreement between the Company and the person employed as an apprentice, and his/her parent or guardian if he/she is a

minor which agreement or indenture shall be reviewed by the Joint Apprenticeship Committee and registered with the Registration Agencies.

- (e) "Apprentice" shall mean a person who is engaged in learning and assisting in the trade to which he/she had been assigned under these standards and who is covered by a written agreement with the Company providing for his/her training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.
- (f) "Committee" shall mean the Joint Apprenticeship Committee organized under these standards.
- (g) "Supervisor of Apprentices" shall mean the person employed as such or the person assigned the responsibility by the Company to perform the duties outlined in these standards of apprenticeship.
- (h) "Standards of Apprenticeship" shall mean this entire document, including these definitions.

## **APPLICATION**

11.04 Application for apprenticeship will be received by the Human Resources and Industrial Relations Department of the Company from applicants considering themselves eligible under the program of training. These applications of prospective apprentices will be reviewed by the Joint Apprenticeship Committee; however, it is understood that the final selection and hiring of the apprentices is the sole responsibility of the Company.

## **APPRENTICESHIP ELIGIBILITY REQUIREMENTS**

11.05 In order to be eligible for apprenticeship under these standards the applicant must meet the following qualifications:

- (a) He/she must have a junior matriculation or its educational equivalent.
- (b) Notwithstanding other provisions of this Agreement, any employee, other than those classified as apprentices, may file

an application for an opening in the apprentice program. If such applicant meets all of the requirements for apprentice training applicable to prospective apprentices, his/her application will be considered with other applicants for the apprentice program. Where the qualifications of the employee-applicant and non-employee applicant are approximately equal, the employee-applicant will be given preference. An employee accepted for apprentice training shall have his/her wage rate adjusted to the starting rate of the apprentice rate schedule.

Exceptions to these requirements may be made by the Company upon the recommendation of the Committee for applicants who have unusual qualifications.

It is understood that all applicants must successfully pass the Company's regular employment requirements.

### **CREDIT FOR PREVIOUS EXPERIENCE**

11.06 At the discretion of the Committee, credit for prior experience in the applicable trade may be given after evaluation. Review will be made after completion of apprentices' probationary period.

### **TERM OF APPRENTICESHIP**

11.07 The term of apprenticeship shall be as established by these Standards of Apprenticeship in accordance with the schedule of work processes and related instruction as outlined in the Appendix attached hereto.

### **PROBATIONARY PERIOD**

11.08 The first five-hundred (500) hours of employment for every apprentice shall be a probationary period. During this probationary period the apprenticeship agreement with the apprentice may only be cancelled by the Company after advising the Committee. The registration agencies shall be advised of such cancellations.

## **HOURS OF WORK**

11.09 Apprentices shall work the same hours and be subject to the same conditions regarding overtime rates as the journeypersons employed by the Company. In case an apprentice is required to work overtime, he/she shall receive credit on the term of apprenticeship for only the actual hours of work. Apprentices may work overtime hours providing that the proper ratio of apprentices to journeypersons established by these standards is maintained.

## **RATIO**

11.10 The ratio of apprentice to journeyperson shall not exceed one (1) apprentice to each eight (8) journeypersons in the trade in which persons are apprentices. (e.g. one (1) toolmaker apprentice to eight (8) toolmakers). If layoffs become necessary, apprentices shall be laid off to maintain the same ratio.

## **DISCIPLINE**

11.11 The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

- (a) Inability to learn;
- (b) Unreliability;
- (c) Unsatisfactory work;
- (d) Lack of interest in his/her work or education;
- (e) Improper conduct;
- (f) Failure to attend classroom instruction regularly.

## **WAGES**

11.12 Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

- 1st 1,000 hrs. – not less than 65% of the journeyperson's wage rate
- 2nd 1,000 hrs.– not less than 70% of the journeyperson's wage rate

3rd 1,000 hrs. – not less than 75% of the journeyperson's wage rate  
4th 1,000 hrs. – not less than 80% of the journeyperson's wage rate  
5th 1,000 hrs. – not less than 85% of the journeyperson's wage rate  
6th 1,000 hrs. – not less than 90% of the journeyperson's wage rate  
7th 1,000 hrs. – not less than 95% of the journeyperson's wage rate  
8th 1,000 hrs. – not less than 95% of the journeyperson's wage rate

Apprentices shall remain at 95% of the journeyperson's wage rate until they acquire their inter-provincial certificate of qualification.

The apprentice shall also receive the annual improvement factor and all cost of living increases that are accorded all other plant employees, where such contract provisions exist.

Hours spent in classroom instruction shall not be considered hours of work in computing overtime.

Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

When an apprentice has completed 8,000/9,000 hours of training and after recommendation for his/her journeyperson's certificate by the Committee, he/she is to receive not less than the minimum rate to skilled journeypersons in the trade which he/she has served his/her apprenticeship provided an opening exists and he/she is selected for employment as a journeyperson.

Apprentices shall not be paid for attendance at night school. If an applicant is required to attend a day school course in addition to his/her night school training, he/she shall receive the difference between the pay appropriate to his/her apprenticeship period and any compensation paid to him/her by any government agency.

## **ACADEMIC TRAINING**

11.13 Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school. The schedule of work processes and related

instructions are attached to this apprenticeship plan. Modification may be made to the schedules by the Committee, subject to final approval by the Company. The Company shall notify the Registration Agencies of such changes. Credit for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total. A refund of the tuition fee will be made to the apprentice provided he/she attends at least seventy-five percent (75%) of the class during the season and receives a passing grade. The student apprentice is required to furnish each month, proof of his/her attendance at the school.

### **JOINT APPRENTICESHIP COMMITTEE**

11.14 There is hereby established a Joint Apprenticeship Committee as defined in Article 13.03. This Committee shall be composed of four (4) members, two (2) representing the Company and two (2) journeypersons employees (as defined in Clause 4 of Appendix I of this Agreement) representing the Union.

The Chair shall be the Supervisor of Apprentices. The Committee shall meet once a month unless otherwise agreed. It shall be the duty of the Committee:

1. To see that each prospective apprentice is interviewed and impressed with the responsibilities he/she is about to accept as well as the benefits he/she will receive.
2. To accept or reject applicants for apprenticeship subject to final approval by the Human Resources and Industrial Relations Department of the Company as provided in Article 13.04.
3. To hear and decide on questions involving apprentices which relate to their apprenticeship.
4. To determine whether the apprentice's scheduled wage increase shall be withheld in the event that he/she is delinquent in his/her progress.
5. To offer constructive suggestions for the improvement of training on the job.



6. To certify the names of graduate apprentices to the Registration Agencies and recommend that a Certificate of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship established herein. No certificate will be issued by the Registration Agencies unless recommended by the Committee.
7. To review the Supervisor's monthly report on each apprentice.
8. In general, to be responsible for the successful operation of the apprenticeship standards in the plant and the successful completion of the apprenticeship by the apprentices under these standards.

### **SUPERVISION OF APPRENTICES**

11.15 Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the Supervisor of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the predetermined schedule of work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their review at the next meeting.

The Supervisor of Apprentices or an individual charged with this responsibility in consultation with the Committee, shall prepare adequate record forms to be filled in by the Supervisor under whom the apprentices receive direction, instruction and experience. Supervisors shall make a report at least every thirty (30) days to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.

### **SENIORITY**

11.16 The apprentices will exercise their seniority in their own

group. For example, if there are four apprentices in the trade such as “Toolmaker” and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.

Upon satisfactory completion of the apprenticeship program the apprentice will be given seniority equal to 50% of time spent as an apprentice but not more than two (2) years.

Notwithstanding the provisions of the Collective Agreement, dated June 28th, 1997, between the Company and the Union, of which these Apprentice Standards shall henceforward be a part, an employee with seniority who is selected for an apprenticeship shall be permitted if affected by layoff during the first five hundred (500) hours of apprenticeship, to return to his/her former job classification with the same seniority date that he/ she held immediately prior to becoming an apprentice.

After five hundred (500) hours as an apprentice, an apprentice shall have as his/her seniority date the date he/she was accepted as an apprentice and shall not acquire or retain seniority rights to bump into any classification outside that of apprentice.

Similarly, during the first five hundred (500) hours, an employee with seniority shall be permitted, if in the opinion of the Apprenticeship Committee and/or the Company, the employee has failed to demonstrate the ability necessary to complete the Apprenticeship Program, to return to his/her former classification with the same seniority date that he/she held immediately prior to becoming an apprentice.

## **APPRENTICESHIP AGREEMENT**

11.17 “Apprenticeship Agreement” shall mean a written agreement between the Company and the person employed as an apprentice and his/her parent or guardian (if a minor), which agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

The following shall receive copies of the apprenticeship agreement.

1. The Apprentice
2. The Company
3. The Committee
4. The Registration Agencies
5. The Local Union
6. The National Automobile, Aerospace, Transportation and General Workers Union of Canada, UNIFOR.

### **CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

11.18 Upon completion of the apprenticeship under these Apprenticeship Standards, the Supervisor of Apprentices will recommend to the Industrial Training Branch, Ontario Department of Labour, that a certificate signifying completion of the apprenticeship, be issued to the apprentice. No certificate will be issued by the Apprenticeship Branch, Ontario Department of Labour unless recommended by the Committee.

### **SCHEDULE OF WORK PROCESS**

11.19 The schedule of work processes and related training shall be established by the Committee for the following trade:

#### *Toolmaker –*

The Committee shall also establish work processes and related training for such other trades in which the Company may subsequently decide to employ apprentices. The Company will notify the Committee when it is prepared to consider additional apprenticeship trades.

Modification may be made to any schedule of work processes by the Committee, subject to final approval by the Company. The Skilled Trades Branch of the UNIFOR may request further discussion upon any such changes within thirty (30) days of such changes being introduced. The Company shall notify the Registration Agencies of such changes.

## **TOOLING/TEXTBOOK REIMBURSEMENT**

11.20 The apprentice shall be required to provide himself with a toolbox and a complete set of tools of his/her trade. Such tools can be obtained progressively through the Company via payroll deduction but not exceeding an indebtedness of \$100.00 at any given time. Upon satisfactory completion of his/her apprenticeship, the apprentice shall be paid up to \$400.00 reimbursement of cost of tools and text books purchased.

## **CANADIAN SKILLED TRADES COUNCIL**

12.00 The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council upon receipt of individual authorization cards signed by the employee at the time of hire.

First deduction to be made from the employees from the first pay received after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

## **JOB DESCRIPTIONS**

13.00 (a) The guidelines of discussion shall be the job descriptions applicable to Skilled Trades, the UNIFOR. Book of Job Descriptions of the Skilled Trades and the UNIFOR. Apprenticeship Standards except where a mutually agreed change has been made in a particular job description. All reference to Numerically Controlled or Tape Controlled machines will be deleted from these guidelines since this is the subject matter for discussion by the Committee on New Technology. The preparation of Job Descriptions for Skilled Trades shall be the responsibility of the Committee as referred to in the first paragraph of "Lines of Demarcation".

## **LINES OF DEMARCATION**

13.00 (b) The Chair of the Plant Committee may request the

de Havilland Employee Relations Department to arrange a special meeting to hear the skilled trades representative's views concerning problems in connection with work assignments of employees in skilled trades classifications and to discuss the matter. Such special conference will be attended by the skilled trades Committeeperson, a representative of the section of the Management organization in charge of the skilled trades activity involved, and a representative of the Human Resources and Industrial Relations Department. The Canadian Director of the National Union or his/her specified staff representative may attend the conference.

If the matter involves the appropriateness of the work assignment of employees in Skilled Trades classifications and is not resolved, the Skilled Trades Representatives shall reduce the matter to writing, setting forth all the facts and circumstances surrounding the case and the position taken by the Union representatives. The statement will be presented to the de Havilland Labour Relations Manager. Within a reasonable period of time thereafter, the Company will give the Union a complete statement of the facts of the case and the reasons for its position. Within thirty (30) days of such delivery the Union shall notify the Company that the case has been withdrawn, or that the Company and Union statements have been forwarded to the Canadian Director of the National Union or his/her specified representative.

If in its judgment the matter warrants appeal, the National Union shall within thirty (30) days of receipt of the statements, request a conference to discuss the matter with the above Skilled Trades Committee by written notice to the Employee Relations Manager of the Company.

The Skilled Trades Committee shall attempt to resolve the matter. If unable to resolve the case within thirty (30) days of the appeal, the case may be withdrawn without prejudice by the Union or may be appealed to an arbitrator for final and binding decision. Such arbitrator shall be a person who is technically

competent to deal with such a problem and will be selected under Clause 15.04 of the general Agreement.

## **GENERAL PROVISIONS THAT ARE NOT APPLICABLE TO SKILLED TRADES**

14.00

- (a) Article 19 will not apply.
- (b) Letter of Intent #32 – Overtime Guidelines will not apply.

## **LETTERS OF INTENT**

### **1. AIRCRAFTER**

This will authorize the Union to make monthly distribution of the Union Newspaper “The Aircrafter”. So long as the conditions are carefully observed, the Company has no objection to the paper being brought into the plant on the day of circulation and distributed at the time clocks between 4:55 and 5:00 p.m. This authority does not cover distribution of any other material than the “Aircrafter”.

### **2. AIRCRAFT ASSEMBLER No. 591 – RATIO**

A ratio of one (1) Mechanic (Sheet Metal No. 618, Bench Fitter No. 605) to twenty (20) Assemblers, Aircraft No. 591 shall be maintained and assigned on a plant wide basis as needed.

### **3. ELECTIONS**

The Company agrees that during the term of this Agreement, the annual election of Officers of Local 112 and election of delegates to the Canadian Labour Congress, the UNIFOR. Canadian Council and the UNIFOR. Constitutional Convention shall be conducted on Company premises under the following conditions:–

- (a) Actual voting shall take place during lunch period or prior to commencement of a shift.
- (b) The Chair of the Election Committee or his/her alternate will be allowed time off to arrange, conduct and complete in-plant elections.

It is also understood that upon request the Company will grant time off for the members of the Election Committee. All time required by the members of the Election Committee shall be at the Union's expense.

- (c) It is understood that all By-Elections will be held by Election Committees selected from the individual plants wherein they are to be held. It is further understood that all such elections shall take place out of working hours, e.g. before commencement of shift and during lunch period.
- (d) The Union will be given clearance for retired employees serving on the Election Committee to be on the plant premises during in-plant elections for the purpose of conducting such elections. Such persons will be subject to visitors' regulations.
- (e) The Company agrees to provide designated boards in areas within the interior of the workplace for the purpose of posting election campaign literature. A representative from the Company shall meet with the Chair of the Election Committee prior to any postings to determine the number of boards and designated areas for the boards (Minimum of 2 per Bay). It is the responsibility of the Union Election Committee to maintain these boards. Any disputes on the above will be discussed with the Bargaining Committee and the Manager of Labour Relations.

## **5. METRIC TOOLS**

The parties agree that if metric measuring is implemented at Bombardier and the Government provides financial assistance through the Company for employees to purchase or obtain job related personal metric tools, then the Company will discuss with the Union the administrative assistance or mechanism required for the employees to purchase such tools. If such government financial assistance is available to individuals directly, there will be no required Company involvement. In neither case will there be a direct cost to the Company for the tools.

## **6. PAINT SHOP – SHOES**

In the following areas such as Cincinnati Millicron 5 axis vertical mills, the Line vertical 3 axis milling machines, Marwin vertical 3 axis milling machines, Paint Shop and Oiler, Motor & Equipment (Gr. 570) employees regularly assigned to perform work will be provided with footwear which is suitable for the particular work requirement. When an additional pair of safety shoes are required because of wear and tear, the Company will replace the safety shoes. Such employees will show his/her worn or torn out shoes to his/her Line Manager who will authorize up to a maximum of (2) replacements per calendar year, to a maximum of one hundred and fifty dollars (\$150.00) per replacement. In areas other than the Paint Shop, up to two (2) years' entitlement may be combined if required to cover the cost of one pair of protective footwear. In the Paint Shop, the two entitlements in a calendar year may be combined if required to cover the cost of one pair of protective footwear.

## **7. PHYSICALLY HANDICAPPED EMPLOYEES**

The Company will continue the practice of permitting physically handicapped employees the privilege of early clock out at all its facilities, where justified, to be determined by the Company doctor, and his/her decision will not be overruled by the Company.

## **8. POSTING OF OFF-SHIFT NOTICES**

The Company will post such notices on the Monday, 2 weeks preceding the week the changes take place. It is recognized that there could be the odd situation or change that might affect the posting.

## **9. PRESIDENT OF LOCAL 112**

It is agreed that whenever the President of Local 112 is on Leave of Absence paid by the Union, he/she will have access to all plants of the Company's operation covered by this Agreement. He/she shall first notify the Director of Industrial Relations or his/her designee before proceeding into the plants.



## **10. RECOGNITION OF UNION OFFICERS**

(i) In the application of Article XXVI, the parties agree that Committeepersons shall be the first to be recalled if surplus or on layoff during their term of office, as soon as work becomes available that they are entitled to under Article XXVI in the zone in which they hold representation.

When a Committeeperson ceases to hold office he/she will be permitted to exercise his/her seniority into the classification he/she previously declined during his/her term of office in order to remain as a Union Officer.

(ii) In the application of Article XXVI, the Union Officers covered by this Article shall head the seniority list during their term of office in their zone of representation.

## **11. SAFETY**

1. All accidents of a serious nature where the worker sought medical attention arising from a workplace accident/incident must be investigated by both the Union Safety Chair and Safety Supervisor at the time of the accident/incident.
2. Monthly inspection of all plants by Union Safety Chair and Safety Supervisor.
3. When measures or samples of the occupational environment are being taken, the Union Safety Chair shall have the right to participate in and observe the measurements or sampling.
4. National Union professional health and safety staff shall, with reasonable advance notice, have access to all Company facilities where Union members are employed, for purposes of health and safety inspections and surveys.
5. The Company agrees to supply all new Production Process Standards (P.P.S.) related to the use of chemicals, compounds and materials used in the Company's operations on the production of plastic processes, in an electronic format, which is available to the Chair of the Union Safety Committee.
6. Upon request by the Union, the Company will provide

available safety information concerning hazardous materials and will review such information with the Union Safety Chair and ensure that necessary precautionary procedures are established.

7. Company will continue to provide, maintain and have available competent staff and medical facilities and provide, without cost to the employee, medical services, physical examinations and other appropriate tests at a frequency and extent necessary to determine whether the health of employees is being adversely affected by exposure to harmful physical agents or toxic materials. This should also include a complete work profile and medical record of every worker. This record should be kept strictly confidential and should be made available to worker and/or, with his/her written permission only, to any of his/her designated representatives.

### **13. SIGNING OFF JOB**

If an employee is interviewed for the purpose of signing away his/her rights to a job, the Plant Chair or his/her designee will be present at such interview.

### **15. SKILLED TRADES**

With regard to Skilled Trades, employees in the categories of Machine Tool Operator, All-round Group II and Special Tool Milling Operator Group II, the provisions of Schedule "D" Clause 1.10 of the Agreement will apply.

### **16. SOURCE INSPECTION**

If the Company determines that outside inspection work is to be performed by Machine Parts Inspectors, Tool Inspectors, Materials Inspectors or any Inspectors working in the Receiving Department, the Company agrees to equalize such work among the employees who normally perform such work subject to:

- (i) Continuing satisfactory department and performance of

- inspectors so assigned and,
- (ii) Completion of individual project assignment by the inspectors initially assigned.

Employees who perform inspection work outside the Plant on a daily basis shall be compensated for their travel and meals.

Should they be required to be away from home overnight they shall be compensated at the rate outlined in Clause 12.07 Schedule "B".

## **17. JOB SECURITY AND WORK OWNERSHIP – SKILLED TRADES**

Sub-Contracting – Maintenance and Tooling, i.e., S.311 (S.301, S.304), S-308, S. 202, S.204, S.309, S-210, S.208, S. 209, S.100 (S.104 & S.105), S. 103, S. 107, S.108, S.215, S. 303 are on layoff, and the Company agrees that the work of the particular laid off trade shall be performed within the Bargaining Unit except in cases of:

- i) Short completion time requirements and the immediate unavailability of the required Tradespersons on staff for the work to be performed, or
- ii) Unavailability of space or of the required equipment, or
- iii) Short duration jobs for which it is not practicable to recall the appropriate Tradespersons or,

The Company agrees to notify the Skilled Trades Committee-person in advance and to provide an explanation of the sub-contracting of the work of the particular trade when that trade is on layoff.

### **Full Utilization**

- 1) *Planning* – Plant management shall meet, semi-annually to review with UNIFOR Skilled Trades representatives' projected workloads regarding the installation, construction, maintenance, repair, service and warranty work of existing or new equipment, facilities and the fabrication of tools, dies, jigs, patterns and fixtures.

- 2) *Information* – Advance notice of outside contract activities will be provided in situations other than emergencies, at least 10 days in advance to permit meaningful discussion and a careful analysis of the Company’s workforce capabilities in connection with the subject work. This written notice will provide the Union with all available information on the nature of the work, including plans and the number of trades persons required to perform the work.
- 3) *Full Utilization* – It is the policy of the Company to fully utilize its own employees in maintenance and tooling in the performance of maintenance, construction work and tooling. For the purpose of this clause, Full utilization shall mean a minimum of six days at eight hours per day. When such work is required to be performed, Skilled Trades employees will be given first priority to do such work provided they are capable of performing such work. It is understood that the above applies to trades S.311, S.309, S.208, and S.204 only. The parties further agree that repair and maintenance of cranes and overhead doors and work on large capital projects estimated at \$1,000,000 or more which involve construction work for the “building shell” are exempted from full utilization as outlined in this paragraph.

### **Short Recall**

In the event the Company recalls an employee for a period that it estimates will not exceed twelve (12) weeks in duration, hereinafter referred to as a “temporary recall”, the employee will have the right to waive the temporary recall without loss of seniority or recall rights if the employee provides proof satisfactory to the Company that:

- 1) The employee is presently working at another job; or
- 2) The employee is attending school; or
- 3) The employee is attending a training program and provided:
  - i. the employee advised the Company’s Employment Department within two (2) working days of being contacted

by phone, or being in receipt of the certified notice of recall; and

- ii. There is another employee the Company may recall to fill their needs, and such employee accepts the recall.

Should the employee desire to be recalled for a subsequent temporary recall he/she will advise the Company's Employment Department of such.

In the application of this section the Company shall bear no responsibility, financially or otherwise, to any employee if its estimate of any recall period is in error, provided the Company acted in good faith. The Company's estimate of the recall period shall not constitute a guarantee of the amount of work available.

In the application of this provision, no employee shall be displaced by an employee with greater seniority who has previously waived recall.

Notwithstanding any other provision of the Collective Agreement, an employee who has waived recall shall have no further entitlement under the SUB Plan or any other benefit plan for the duration of such layoff.

## **19. TOOL AND DIE MAKERS**

In the application of Appendix I the following understanding applies to the work assignment of the Tool and Die Makers:

- (i) Duties involved in the installation of primary services to test rigs will not be the responsibility of the Tool & Die Maker but will be the responsibility of the appropriate skilled trade.
- (ii) The manufacture, attaching or application of pick-up pads or pick-up points on test piece sections or components will not be the responsibility of the Tool & Die Maker.
- (iii) Conducting of static and stress tests will not be conducted or performed by the Tool & Die Maker.
- (iv) The making, construction or manufacture of wood or plastic parts or sections of the model shall not be the responsibility

of the Tool & Die Maker but will be the responsibility of Job No. S-302, Model and Mock-up Patternmaker, and/or Job No. 630, Production Plastic Mechanic.

- (v) The making, construction or manufacture in the Development Shop of sheet metal parts or sections of the model shall not be the responsibility of the Tool and Die Maker.

In addition to the above, should rework be required to be done at the wind tunnel on the part of the model built by the Tool and Die Maker, he/she will perform this work at the wind tunnel or at the plant should the model be returned for rework.

Tool and Die Makers will be responsible for the making, assembling, installing, modifying and adjusting whiffletrees.

The Company will continue to assign the development mechanic to the work covered by items (2), (3) and (5).

## **20. TRAINING PROGRAM – PRODUCTION CLASSIFICATIONS**

**PURPOSE** – The purpose of this Training Program is to make certain that extreme care is exercised in the selection of trainees and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient workers at the conclusion of the training period.

**COMMITTEE** – “Committee” shall mean the Joint Training Program Committee. The Committee shall be composed of two members appointed by the Company and two members from the Bargaining Committee as selected by Local 112.

**RESPONSIBILITIES OF COMMITTEE** – The Committee shall be responsible for the establishment of the training schedules, wage rates, number of trainees in a classification, credits for previous experience, standards, selection of trainees and the method of administering, monitoring and modifying the program as required.

**APPLICATION** – The application for the positions of trainees will be through the job posting procedure.

**DISCIPLINE** – The committee shall have the authority to recommend corrective action of the trainee at any time for cause such as:

- (a) Inability to learn
- (b) Unsatisfactory work
- (c) Failure to actively pursue task completion as required for his/her log book
- (d) Unreliability
- (e) Improper conduct

## **21. WORK PARTIES**

Every six (6) months, the Company will post for five days, a list of the Job Classifications it anticipates will be required for Work Parties. Any employee who at the time is assigned to the Job Classifications listed and who is willing to accept any such Work Party assignment, may submit his/her name for inclusion on the Work Party assignment list on the form provided. An employee must submit a new request each ninety (90) days in order to remain eligible for Work Party assignments. An employee may request at any time that his/her name be removed from the Work Party assignment list and he/she thereafter, will not be eligible for such assignments until he/she re-submits his/her name in accordance with these procedures.

In forming a particular Work Party, the Company will select the members from among those employees who have submitted their names as herein provided, according to the Job Classifications that are required in compliance with the Collective Agreement. The Company will, whenever practicable, select members from among senior employees although it is recognized that a senior employee while qualified may not be suitable for assignment on a particular Work Party. Any employee who has submitted his/her name for the Work Party assignment list who refuses a particular Work Party will be removed from the list and thereafter will not be eligible for Work Party assignments until he/she re-submits his/

her name in accordance with these procedures. Employees who are absent from work when the Work Party is formed will not be eligible for selection but such absence will not be considered as a refusal of a particular Work Party assignment.

In the formation of each Work Party, the Company will meet with the employees and Union to discuss conditions of the Work party, per diem, hotel, fares, etc. Any extension to a work party assignment greater than 30 days will be discussed with the Bargaining Committee. Wind down should be by seniority/classification; any exception will be by mutual consent, in all cases the collective agreement will apply to work parties.

## **22. PROGRAMMABLE MACHINES**

The Company shall promote and encourage the elevation of existing skills to match the technological advances made to the control equipment on the machine.

Where established control programs are available, they shall be used by the operator to control the operation of the machine.

Where such programs are not available, the operator will produce any required program up to the level the machine permits, utilizing the programming equipment at the machine. The operator will not alter the Data Base or Supplied programs even if the programming equipment on the machine becomes part of a distributed control system. In addition, he/she will operate the machine to produce the required item.

## **23. TRUCK AND FORK LIFT DRIVERS**

Truck and Fork Lift Drivers 550-10 will be permitted up to four (4) hours paid time off for testing per calendar year in order to maintain the licenses required to perform the duties of the job.

## **24. EMPLOYEE PERSONNEL HISTORY FILE**

An employee will be permitted to inspect his/her own personnel history file once a year under the following conditions:



- (a) An employee may inspect only his/her own file;
- (b) Such an inspection will be conducted on the employee's own time and by prior written application on a form provided by the Company;
- (c) The application will be submitted to the Human Resources Records Department;
- (d) Notes may be made of the records, but no copies of the records shall be made;
- (e) The employee will not change, obliterate, mark, remove or add to the record;
- (f) A maximum of 15 minutes will be spent by an employee inspecting his/her Personnel history file.

## **26. JOB CLASSIFICATIONS**

As stated and agreed during the 1987 Negotiations, all Job Classifications combined shall be considered as one (1) job description with all duties being performed by the single classification.

In addition, an employee, while performing his/her assignment, may perform work of another Job Classification provided such work is incidental.

## **27. SUB-CONTRACT – PRODUCTION CLASSIFICATIONS**

The parties agree that prior to initiating any sub-contracting of work normally performed by bargaining unit employees which would result in a direct layoff of a bargaining unit employee, discussion with the Union will be held.

## **28. OVERTIME – BREAK PERIOD**

The following policy will be followed when employees are scheduled to work two hours overtime after completing the employee's regularly scheduled eight hour shift.

- (1) The employee will be given a ten minute paid break which will commence five minutes prior to the end of the regular scheduled shift.

- (2) The employee will be given the 5 minutes wash-up period prior to the end of the completion of the overtime period in place of the regular 5 minute wash-up period. (Schedule B – Article 5)

## **29. S & A / MATERNITY**

If an employee returns from an approved maternity leave and is laid off before she has been able to restore all of the weeks of EI entitlement she used during such leave, the Company will pay such employee an amount equal to the EI maximum weekly benefit for each week during such layoff in which the employee does not receive EI benefit for reason only that she has used up weeks of entitlement during the maternity leave and has not had an opportunity to restore them.

The Company's obligation under this paragraph will not exceed fifteen (15) weeks. During such weeks, regular EI premiums will be paid.

## **30. AVIONICS & ELECTRICAL MECHANIC**

It is agreed that the operations necessary to mock up, develop, test and fabricate prototype installations of electrical, radio or radar wiring harnesses, equipment and systems including drawing and computer recording and retrieval of results will be performed by the Avionics & Electrical Mechanic 810-2.

## **32. OVERTIME GUIDELINES**

The parties agree to the following guidelines in satisfaction of the overtime equalization principle set out in the collective agreement.

### **A. General**

- 1) Consistent with the requirements in Section 10.05 of Schedule "B", overtime is to be equalized among employees in a Supervisor's area who are employed in the same Job Classification. It is understood that it will not be possible to offer employees who work permanent shifts equalized overtime

with employees who rotate between shifts. However, the Union may bring any particular problem regarding inequitable distribution to permanent off-shift employees to the attention of the Manager of the employee's work area and the parties will endeavour to find a satisfactory solution.

- 2) Whenever possible, employees will be asked in advance to allow maximum notification.
- 3) Overtime hours are to be cumulative to June 22, 2021, 2022, 2023 and zeroed out at the completion of each contract year set out above.
- 4) All overtime hours are to be marked on a posted overtime list whether worked or refused (if refused, mark with an R). The hours are to be marked as a running total. Sundays and Statutory Holidays will be marked as 1.5 times hours offered to reflect the difference in overtime bonus.  
For example: Monday and Saturday: 8 hours offered – 8 hours added.  
Sunday and Statutory Holidays: 8 hours offered – 12 hours added.
- 5) For weekends, overtime will be offered to employees without regard to the shift worked during the previous week.
- 6) On transfer, an employee will be given the average of the overtime hours of those who usually perform the work at the time of transfer.
- 7) In the following circumstances, an employee will be given the average overtime hours worked during the absence:
  - (i) Return from group insurance
  - (ii) Return from workers' compensation
  - (iii) Return from leave of absence
- 8) (a) Employees returning from a temporary reassignment will have their overtime hours worked marked on the original list.  
(b) When employees are temporarily reassigned the employee usually performing the work will receive preference for the overtime.

- 9) Employees on vacation will not have their overtime hours adjusted whatsoever.
- 10) New starts will be given the average of the overtime hours offered on completion of their probationary period. A probationary employee will only be offered overtime after all other employees in his/her job classification within his/her overtime scheduling group have been asked. Students performing work in that classification may only be offered overtime after the probationary employees.
- 11) Employees absent for reasons other than set out in paragraph 7 when overtime is being scheduled are not to be charged for overtime hours.

### **B. Sunday Overtime**

First, the requirement to equalize overtime over a reasonable time period should be considered, recognizing that a refusal to work overtime is logged in the same manner as actual hours worked.

It is recognized that for certain jobs continuity of work is to be considered with the result that certain Sunday assignments should ideally be given to those employees who performed that assignment on the Saturday.

Employees on other overtime lists within their classification should not be asked to work until the Supervisor's crew has been given the opportunity to work Saturday and/or Sunday. Any such overtime shall be recorded on the employee's normal crew list.

In addition, employees in the area who usually perform the work on the off-shift will be offered the overtime opportunity prior to employees on another overtime list.

### **C. Averaging Procedure**

When an employee moves from one overtime scheduling group to another, the following shall apply with respect to overtime hours. It is understood that, when the movement results from a transfer per Schedule "E", page 107 of the Local 112 Collective Agreement,

the transferred employee's overtime hours will be considered to be equal to the average overtime hours of his/her new overtime scheduling group. In all other cases, the employee will retain the accumulated overtime hours to his/her credit at that time.

## **Appendix I – Overtime & Equalization Local 112**

### ***General Provisions***

- Overtime shall be distributed equally amongst employees in the same classification and overtime list
- Overtime lists are to be posted and up to date at least weekly
- The employee with the lowest hours should be asked first
- Document appropriately in the “comments section” to support the equalization process
- The equalization year runs from June 23<sup>rd</sup> of each year and closes out June 22<sup>nd</sup> of the following year
- An allowance end of year variance of 30 hours shall be applied

### **Guidelines**

#### ***Basics***

- An overtime list is identified by Line Manager, work centre, shop crew, etc. as established and can only be established by mutual agreement with the Union Representative.
- Asking employees for their availability will not be considered to be asking an employee to work and will not be marked on the list.
- Once overtime has been accepted, all provisions of the Collective Agreement apply, unless otherwise agreed to by the parties (Company & Union).
- Employment Standards (ESA) regarding hours of work must be adhered to.
- When employees are required to work overtime on another crew, the LM of the giving area shall ask the employee with the lowest hours.

- Off shift vs. day shift (permanent and rotating). Overtime offered on weekends regardless of shift. Overtime equalized between all shifts where possible. Permanent shift employees may not be possible to equalize.
- If an employee moved from a permanent off shift or vice versa, overtime hours remain the same. Every effort to equalize must be demonstrated.
- Weekend workers are offered overtime only after all others within the Bay centre are fully utilized.
- Variance should never exceed the greater of 30 hours.
- Variance is for end of year exceptions.

### **Averaging Hours (ref LOI 32.7)**

In the following circumstances, an employee will be given the average overtime hours worked during the absence:

- Full return from group insurance
- Full return from worker's compensation
- Full return from leave of absence
- Full return from Union Business greater than a week

When an employee is absent from work as per the conditions set out in LOI 32.7 (above), he/she shall be given the weekly average of overtime hours worked by the crew for the week and divided by the total number of employees within that particular overtime list.

### **Vacation**

- If an employee is on vacation on a Friday or the day before a plant holiday, they are not eligible to work overtime
- An employee going on one (1) or more weeks of vacation will only be offered to 1<sup>st</sup> weekends overtime

### **Sick/Other**

- If an employee calls in "sick" or "other" on a Friday, but has previously accepted to work a Saturday or Sunday, the employee can still work the offered overtime

## **Call-Ins**

- Call-Ins – is unscheduled overtime after an employee has clocked out. Paid a minimum of 4 hours at the appropriate rate even if less time is spent during call-in

## **Restricted Employees**

- Restricted employees will be asked for overtime except where the work violates their restriction. In this case they will be marked with a RR and given hours on the list

## **Temporarily Reassigned (Article 24.01)**

- If an employee is temporarily reassigned via Article 24.01 of the C/A (physically restricted and/or pregnant employees) or on a 30 day job posting probationary period, those employees shall only be asked after everyone else on the overtime list has been asked

## **Plant Holidays**

- The employee with the lowest hours should be asked first when overtime is required during plant holidays (including Christmas)

## **Training**

- An employee shall not be charged for overtime while on training when the opportunity is missed

## **Union Business**

- When an employee is working on Union business for Saturday, Sunday or a stat holiday, the hours are to be marked on their home list
- When an employee is on a union leave of absence i.e. one (1) or more weeks, they are to be given the weekly average of hours worked as per LOI 32.7

## **33. VACATION PLANNING**

This section has been deleted as of June 23, 2018 and replaced with Schedule “C” – Annual Vacations with Pay.

### **34. AMALGAMATION**

The following shall apply to all amalgamations of job classifications from the date of signing of the Collective Agreement.

1. *Seniority* – All seniority of employees within the amalgamated classifications shall be integrated.
2. *Recall Rights* – All employees with seniority in the amalgamated classifications shall be recalled as openings occur within the new classification in accordance to their newly integrated seniority.
3. *Bumping Rights*:
  - a. All employees will retain bumping rights as per the prior Collective Agreement.
  - b. Bumping rights are extended to any amalgamated group in which the employee previously had bumping rights to one or more of the former classifications, subject to Article 22.01, including lateral and upward bumping for employees with vested rights to lower classifications which were amalgamated with higher classifications. It is understood that this may be exercised on a one time basis and expires June 22, 2024 unless the 2021 amalgamations have been further amalgamated at which point those rights are extended as described under 3.c.
  - c. The following additional bumping rights may be exercised on a one time basis, up to June 23, 2024:
    - i. Employees who had bumping rights to jobs which were reclassified to same or higher wage levels will retain those bumping rights held prior to the reclassifications.
4. *Training* – It is further understood that training will be extended to all employees directly affected by the classifications amalgamation including those employees who exercise a bump into an amalgamated job he/she had previously vested rights. The total cost of in-plant training shall be borne by the Company.



5. *Red Circling* – Existing employees that are amalgamated into lower classifications will remain at their existing wage rate until the new job rate reaches their job rate at time of amalgamation. Employees entering the amalgamated classification will receive the appropriate wage rate in accordance with Schedule “A” of the Collective Agreement.

### **35. JOB CLASSIFICATIONS**

During negotiations leading to the renewal of our current Collective Agreement, the revision of flowcharts, amalgamation of classifications and reassignment of duties was discussed and certain changes were incorporated into the Collective Agreement.

In an effort to further improve these areas, the parties also agree to continue to analyze the current job classification and flowchart structure and recommend appropriate changes for implementation during the agreement. The Committee will conduct its business in a manner consistent with the principles discussed during the negotiations.

### **36. SUPPLIERS/PARTNERS/CUSTOMERS FLEXIBILITY**

It is essential that our suppliers, partners and customers be able to perform necessary elements of their work at the Company’s location in order to conform to and meet the requirements of their contract.

The Union agrees that the performance of such work by suppliers, partners and customers will not constitute a violation of the Collective Agreement.

This letter shall also permit the supplier and/or its carrier to deliver its goods to the point of use on Company premises as required.

The Union has expressed concern regarding the Company’s suppliers/partners who have contracted local companies to work at Bombardier Aviation.

It is recognized that it is not the most desirable situation to have

the supplier/partner contract a third party to complete their work on schedule.

It is agreed that the Company will continue its current practice of working with the suppliers/partners to minimize the use of third party contractors.

In the event of layoff, the Company agrees to work with the supplier/partner in giving serious consideration to eliminate or minimize the use of third party contractors.

### **37. TRANSFERS**

During the 2003 negotiations the parties discussed the transfer language and its impact on employees as well as the Company's ability to operate effectively in a changing work environment. It is the intention of the parties to continue working in the same cooperative fashion as in the past year to facilitate the transfer of employees when required.

### **38. MACHINE SHOP**

During negotiations leading to the renewal of the 1997 and 2000 Collective Agreement, the parties discussed the assignment of work among the employees within the machine shop. This will confirm the understanding reached as follows:

1. All new positions created in the Machine Shop will be S- 202 positions.
2. Upon ratification of the 2000 collective agreement, all current S-107 and S-108 will be offered an opportunity to become S-202 during the life of the Collective Agreement.
3. It is recognized that employees classified as S-202 may be assigned to any machine in the shop.
4. For the purposes of Schedule "B", section 10.05, overtime will be equalized among employees in each work zone, which work zones currently encompass Conventional, Numeric Control and Gantry machines.
5. The temporary movement of any employees between the

different work zones in the Machine Shop will be made as required without being considered a transfer under the collective agreement. After 15 days, such temporary move will be discussed between the parties. If overtime is required in the work zone to which an employee has been temporarily moved, he/she shall only be offered such after all employees who normally work in that zone have been offered the work. If such employee does perform overtime work in this zone, it will be charged against his/her overtime usage in his/her normal work zone.

6. The movement of employees between work zones in the Machine Shop for other reasons will be done in accordance with the Collective Agreement provisions, with the exception of Trade Groups I and II that form normally performing groups will be separated for transfer purposes.

### **39. JOB CLASSIFICATION AND JOB DESCRIPTIONS**

The parties agree that during the life of the 2000 Collective Agreement a committee composed of an equal number of representatives of the Company and the Union will review all job classifications with a view to determining which classifications have become redundant or obsolete. These classifications will then be removed from the collective agreement at the time of its next renewal.

Further, the committee will examine the job descriptions for all classifications in the bargaining unit with a view to amending same, where appropriate, to reflect the current job requirements and duties.

### **40. OFFICES AND COMPUTERS**

During the 2000 negotiations, it was agreed that the Company would look at the possibility of relocating Union offices, taking into consideration space availability and cost restraints.

Prior to initiating any office relocations, the Company will have discussions with the Union.

The Company agrees to provide the Union with one computer

in the first year of the agreement, and a second computer in the second year.

### **43. TEMPORARY LAYOFF**

When it is necessary to temporarily reduce the work force for thirteen (13) weeks or less, the following will apply:

Employees will be declared surplus as per Article 22 except as otherwise described below.

In all layoffs defined under this letter, the Company will submit to the Plant Chair a list of employees to be laid off one (1) week prior to the layoff becoming effective and similarly the employee subject to the layoff will be given one (1) week's notice; or alternatively, the laid off employee will be paid one (1) week's salary in lieu of such notice.

In all layoffs defined under this letter employees will continue to receive Major Medical, Dental Benefits, Basic Life Insurance, Pension Credit and Vacation Accrual. Employees will be paid Statutory Holidays as defined by Employment Standards Act (with the exception of a temporary layoff which occurs during the Christmas break, where statutory and plant holidays will be paid to affected employees).

If employees on temporary layoff return to work and are then permanently laid off, or if employees on temporary layoff are not returned to work within thirteen (13) weeks, thereby becoming permanently laid off, their benefit entitlement as permanently laid off employees will be effective from the date that they are converted to a permanent lay off.

Notice or pay in lieu of notice for permanent lay off shall not include any notice or pay in lieu of notice provided for temporary lay off under paragraph two above.

Employees not affected by the temporary layoff may volunteer to accept layoff out of seniority and will be recalled to the same classification.

In the application of this letter the parties agree that employees

temporarily laid off will return to the classification they occupied on the last day of work prior to the temporary layoff.

It is further agreed that senior laid off employees with recall rights to classifications impacted by the temporary layoff will be recalled based on seniority.

It is further understood that these provisions shall not be used for the purpose of avoiding plant wide layoff or bargaining unit-wide seniority adjustments by scheduling a series of temporary layoffs.

**44. APPRENTICES**

During negotiations leading to the renewal of the 2015 negotiations the parties discussed the matter of apprentices. This will confirm that the Company will add two (2) Machine Operator apprentices phased throughout the term of the collective agreement. In selecting the new apprentices, first preference will be given to existing bargaining unit employees.

**45.**

During negotiations leading to the renewal of the 2006 collective agreement the parties agreed that the job descriptions and duties for all classifications in the Skilled Trades Maintenance Group shall include: "Utilize forklift for duties of an incidental nature. Must possess valid licenses as required.

**46.**

During negotiations leading to the renewal of the 2006 collective agreement, the parties discussed the issues surrounding Vendor Managed Inventory in #10 Stores. There was recognition that there exists a strong business need to pursue this area as there are opportunities for cost savings and efficiency gains.

Accordingly, the parties agreed that vendor managed inventory will be permitted so long as there is a Company employee in the 596 classification working in #10 Stores.

#### **47.**

During negotiations for the 2006 collective agreement, the parties had discussions regarding future work opportunities for the Downsview site. The discussions also acknowledged the cooperative relationship between the Company, Union and employees which has existed over the life of the current collective agreement.

Provided the 2012-2015 collective agreement is ratified by June 25, 2012, this will confirm that if, during this collective agreement, it proves feasible from a business perspective to launch a stretch version of the Q400 and the Company decides to do so, it is the Company's intention to have a final assembly line for this aircraft, together with Methods, Quality, Tooling and Material Logistics functions relating to the same, at the Downsview facility. If such final assembly line is introduced, the Company will maintain that line at the Downsview facility for the duration of the 2012-2015 collective agreement.

#### **48. JOINT RETURN TO WORK COMMITTEE**

##### **Policy and Objectives**

The Company and Union recognize that an early return to productive employment at the appropriate time can assist workers in achieving quicker rehabilitation and allow them to maintain their personal dignity and financial stability. The Company will ensure that medical confidentiality is respected at all times in accordance with the relevant statutory requirements.

The Company and the Union recognize that the Workplace Safety and Insurance Act and the Human Rights Code place an onus on the employer to accommodate injured and ill workers. The Company and Union acknowledge their duty to accommodate persons with disabilities in the manner and to the extent required by the Ontario Human Rights Code. An employee with whom an accommodation is being discussed shall be informed of his/her option to have a union representative present during any such discussions.

It shall be the objective of the parties to assist injured and ill workers by:

- A) Ensuring the well-being of affected employees by supporting reintegration into the workplace and having regard to the medical restrictions and other factors that adversely affect the disabled employee.
- B) Restoring the employee as much as possible to a normal life pattern while returning a valuable human resource to productive activity within the workplace.
- C) Ensuring the involvement of the ill or injured worker, including consideration of the advice of the injured workers medical practitioner(s), in creating a return to work plan, wherever possible.

Based on the policy and objectives above, the Company and Union agree to establish a Joint Return to Work Committee (“JRTWC”). This agreement forms part of the collective agreement. The committee is comprised of equal numbers of Union and Company representatives. The purpose of the committee is twofold:

- 1. To, wherever possible, return ill or injured workers to full employment at the appropriate time and in a manner which assists in their recovery; and
- 2. To assist the Joint Health and Safety Committee in the prevention of workplace injuries. The company recognizes that preventing injuries is the best and most effective solution to workplace injuries.

To that end the company agrees to:

- 1. Make reasonable efforts to provide suitable modified or alternate employment to employees who based on medical evidence are temporarily or permanently unable to return to their regular duties, as a result of an occupational or non-occupational injury or illness.
- 2. This will include training and/or the modification of work stations or equipment to accommodate disabled employees

in a manner consistent with the collective agreement and according to the criteria listed below, providing that such accommodation allows for the performance of meaningful work and does not create undue hardship to the Company.

3. Assist the Committee in developing an analysis of injuries and their cause in order to:

- a) Provide recommendations that can be used in the prevention of future injuries.
- b) Make every reasonable effort to modify existing jobs when it will assist in preventing injuries and accommodating disabled workers.
- c) To modify jobs as is determined necessary to prevent future accidents, to accommodate disabled workers and to return workers effectively to the work place.

In order to accommodate a disabled employee the following shall apply in the order listed below:

First, the disabled employee's present position will be considered for modification. The goal will be to bring the injured/ill worker back to the essential duties of their pre-injury job. Second, the essential duties of positions within the disabled employee's classification will be considered. Third, the essential duties of positions within the bargaining unit will be considered.

The Employee will cooperate in this process. The JRTWC will be responsible for developing a Return to Work Plan based on the above criteria. The program should be consistent with the collective agreement and not impose any arbitrary or unnecessary restrictions such as permitting no overtime for the employee, except where such restriction is medically supported and/or where the employee's restrictions or limitations are incompatible with the work likely to be required.



#### **49. LEARJET WING**

Notwithstanding any other provisions within the Local 112 Collective Agreement, the parties agree that the Company may relocate the Learjet Wing to another facility or otherwise outsource. No job loss will occur as a result.

#### **50. SUSPENSION OF MOU – Q400 PROGRAM COMPETITIVENESS**

During the course of the negotiations of the collective agreement 2018, the Parties agreed, for the life of the Collective Agreement 2018-2021, to suspend the application of the Memorandum of Understanding on Q400 Program Competitiveness dated June 5, 2016.

If suitable for the Union, during the life of the Collective Agreement 2018-2021, the parties agree that the Union can decide to void the present Letter of Intent.

#### **LETTERS OF UNDERSTANDING**

##### **1. ARBITRATION – SKILLED TRADES**

The Company and Union agree that an arbitrator will be selected to hear any grievance processed into arbitration by the Skilled Trades Group.

##### **2. UNIFORMS**

Both parties agreed in Negotiations that the subject of furnishing uniforms for employees working in certain areas would be left to the mutual agreement of the Health and Safety Committee.

##### **3. HAZARDOUS MATERIALS**

Upon request by the Union, the Company will obtain available safety information concerning hazardous materials and will review such information with the Union Safety Committee Chair and ensure that necessary precautionary procedures are established.

#### **4. HOLDING DEPARTMENT**

In order to process the orderly return to work of employees who have been absent on extended sickness, i.e. a period in excess of four (4) weeks, the following procedure has been established.

- (a) At the expiry of four (4) weeks the employee is notified by mail that he has been transferred to the Holding Department.
- (b) When cleared by his physician to return to work, he/she is required to:
- (c) Contact the Human Resources Department, Health Centre; this should be at least four (4) days prior to the date of return as stated by his/her physician and the employee is required to have a written proof of his/her clearance to return to work.
- (d) Human Resources Department will arrange a date and time for him/her to visit the Health Centre for clearance by the Company physician.
- (e) If, because of physical restrictions, the Company physician cannot confirm the employee's physician's clearance for return, the employee will be asked to report to the Human Resources Department where he/she will be given necessary forms for continuation of Weekly Indemnity.
- (f) If her/his satisfactory physical condition is confirmed, the Human Resources Department will arrange for his immediate return to work.
- (g) The employee is required to report to the Human Resources Department at the commencement of the shift on the day of his/her return to collect his/her Data Collection Badge and will be directed to his/her Department.

#### **5. NIGHT SHIFT – UNION REPRESENTATION**

It was understood and agreed in Negotiations that the Night Shift Committeeperson, if he/she is the only Committeeperson on Night Shift, may have an alternate Committeeperson replace him/her if absent to participate in an arbitration hearing or negotiations.

## **6. ORIENTATION PROGRAM**

As was discussed in Negotiation, the Company plans to establish an Orientation Program for new employees and the Union will be given an opportunity to participate in this Program.

## **7. PAID EDUCATION LEAVE**

Effective the first pay period beginning on or after the date of ratification, the Company agrees to pay into a special fund three (3) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. One (1) cent will be directed to Aerospace PEL. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union UNIFOR, and sent by the Company to the Canadian Region UNIFOR Headquarters at 115 Gordon Baker Road, Toronto Ontario M2H 0A8. The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a 12-month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

## **8. MATERNITY LEAVE**

In recognition of the amendment to Schedule C, Article 3.01 concerning the impact of Maternity Leave on Vacation Pay, the parties agree to a retroactive adjustment in vacation pay for all current employees who have been on approved maternity leave in the period since January 1, 1984. Such adjustment will be determined using the principles set out in the amended Article 3.01 above but using the pay rates applicable to the years in question.

## **9. PRODUCTION CONTROL**

The purpose of this Letter of Understanding is to ensure that the lines of demarcation between Locals 112 and 673 are returned to the status of the pre-1994 collective agreement.

During the 1994-1997 collective agreement the Company assigned group 595 Production Control duties to the Local 673 Work and Material Planner classification(s). The Company agrees that Local 112 (as prior to the 1994 collective agreement) will expedite all work orders pertinent to the Legacy system and also all open orders pertinent to the B.M.S. system. The responsibility for expediting the progression of launched orders and parts (normal or expedited flow) is the duty of Production Control. Production Control is responsible for obtaining committed completion dates for launched orders and providing these dates to Work & Material Planners. It is not the function of the Work & Material Planner to obtain committed completion dates from Production Supervisors. To establish this commitment raw material or vendor parts may be required. These dates will be obtained from the Work & Material Planners. Local 112 will expedite all shortages whether prior to or after the work order has been released (launched). The Company agrees to return such work e.g., expediting shortages, etc., to Local 112 group 596 Production Control.

The Company further commits to work with the Union and return all duties performed by Local 673 Work and Material Planner classification(s) that were previously performed by Local 112 Production Control as defined in the Local 112 collective agreement effective June 23, 1990 and return same by October 31, 1997.

The parties agree that when the work described above is returned to Local 112 that all grievances filed during 1994-1997 relating to the performance of Production Control work by Local 673 employees will hereby be withdrawn.

## **10. WOMAN'S ADVOCACY**

It was addressed by the parties and recognized that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as the Company's Employees Assistance Program (EAP), other counselors, or women's shelters to assist them in dealing with these other issues.

For this reason the parties agree to establish the role of a Woman's Advocate, which will be filled by a UNIFOR female member of the local site. The Woman's Advocate will meet with female employees as required, to discuss problems with them and refer them to the appropriate external agency or resource when necessary. The Woman's Advocate will develop appropriate communications to inform female employees about the advocacy role. The Advocate will be provided four (4) 8-hour days per month to be taken in no less than four (4) hour increments with computer and Internet access conditional upon agreement and signing of current IT policies and agreements for use.

The Woman's Advocate will not leave her normal work duties without obtaining permission from her supervisor. Such permission will not be unreasonably withheld.

The Company agrees to provide the Woman's Advocate with a personal pager that female employees can use to contact her. The Company will provide access to a private conference room so that confidentiality can be maintained when a female employee is meeting with the Woman's Advocate, however it is the responsibility of the Woman's Advocate to locate and reserve the conference room.

The Company agrees that a Woman's Advocate will be identified by the Union. Further, the Company agrees to cover lost time for the purpose of training once every three (3) years for the Woman's Advocate.

## **11. WORKPLACE HARASSMENT**

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

The workplace is defined as any Company facility and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

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

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

### Harassment is not:

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

### Filing a complaint:

If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- (a) Request a stop of the unwanted behaviour;
- (b) Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- (c) Document the events, complete with times, dates, location, witnesses and details;
- (d) Report the incident to Supervisor/Committee person; however, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident to any Union representative/Company official or, Human Resources.

### Investigation:

Prior to the receipt of the complaint the Union shall have the right to attempt to informally resolve co-worker complaints. Upon receipt of the formal complaint, the Supervisor/ Committee person contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to

the Human Resources Manager and the Union Chairperson.

A formal investigation of the complaint will then begin by the Chairperson and Human Resources Manager or their designates, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed. Should the complaint involve sexual harassment/discrimination, the process will include a woman.

**Resolution:**

The Chairperson and Human Resources Manager or their designates will then complete a report on the findings of the investigation. The Chairperson and Human Resources Manager will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Company policy and National UNIFOR policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be dealt with through the grievance procedure. It may be appealed to arbitration in accordance with the provisions of the Collective Agreement. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

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

All employees have the right to file a complaint with the provincial Human Rights Commission and to seek redress under the Human Rights Code.

Copies of documentation will be maintained and secured by the Human Resources professional, the Chairperson, and the Committeeperson involved in the investigation.



## Training:

In consultation with the National Union, three-day anti-harassment training will be developed for all Union representatives. In addition, the UNIFOR and management will jointly develop and mutually agree on an eight (8) hour training program that will be delivered to all employees over the life of the Collective Agreement.

The eight (8) hour training program shall include the following topics:

1. Health and Safety Training
2. Violence in the Workplace Training
3. Harassment Awareness Training
4. Mental Health Training

The training modules will be developed and delivered by the Union and the Company or a 3<sup>rd</sup> Party (The 3<sup>rd</sup> Party Training will be defined by the joint Training Committee).

## **14A. WEEKEND WORKER SCHEDULE**

In order to maximize coverage and minimize costs and, notwithstanding any other provisions in the Collective Agreement, the parties agree the Company may employ a Weekend Worker Schedule under the following terms and conditions:

The utilization of the Weekend Worker Schedule will be jointly reviewed by the Bargaining Unit and the Company at least once every six months.

In the initial implementation of the Weekend Worker Schedule in an area where it is being introduced, the positions will first be offered to Employees in the appropriate classifications on a voluntary/seniority basis within the Work Centre, the bay and the plant, in that order. If all positions are not filled voluntarily and additional employees are required in that area during the first six (6) months after the start-up of that particular shift, junior employees will be assigned. It is understood that the Company has discretion to balance this shift based on skill mix, type

certification and license. Prior to implementation the parties will review and discuss the start times for the Monday and Friday shifts. (Note: The non-weekend shift will be worked on either Friday or Monday as required in an area.)

### **Hours of Work and Shift Rotation**

8 hour shift on either Friday or Monday

3 x 10 minute paid break

1 x 30 minute unpaid break.

11 hour shifts on Saturday and Sunday.

3 x 10 minute paid breaks.

1 x 30 minute unpaid break

### **When 2nd Shift is required Shifts rotate as follows:**

Rotate shifts every two (2) weeks between the Off Shift and the Day Shift

Shift 1: Friday Shift, Saturday Day Shift, Sunday Day Shift.

Shift 2: Saturday Day Shift, Sunday Day Shift, Monday Shift.

Shift 3: Friday Shift, Saturday Off Shift, Sunday Off Shift – as required

Shift 4: Saturday Day Shift, Sunday Day Shift, Monday Shift – as required

### **Shift Times**

Saturday 7:00am to 6:30pm

Sunday 7:00am to 6:30pm

Monday/Friday 7:00am to 3:30pm

### **Pay**

- 40 hours pay for 30 hours worked.
- Shift premiums will apply as per the Collective Agreement

Employees who are involuntarily assigned from the Weekend Worker Work Schedule to a weekday shift due to the reduction of Weekend Shift requirements, will have (60) day rights to return to an Weekend Worker Schedule providing the employee has enough seniority to remain in the classification.

## **Vacation & Vacation Pay**

One (1) Weekend Worker Schedule (30 hours) to equal one (1) week's vacation and shall be compensated as outlined in Schedule C.

## **Plant Holidays**

A Weekend Worker Schedule (34 hours) not worked is the equivalent to 5 holidays. Any balance of negotiated holidays will be paid based on 8 hours at the normal pay rate per holiday.

## **14B. WEEKEND WORKER SCHEDULE II: This shift is strictly voluntary. Skilled trades exempted.**

In order to maximize coverage and minimize costs and, notwithstanding any other provisions in the Collective Agreement, the parties agree the Company may employ a Weekend Worker Schedule under the following terms and conditions:

The utilization of the Weekend Worker Schedule will be jointly reviewed by the Bargaining Unit and the Company at least once every six months.

In the initial implementation of the Weekend Worker Schedule in an area where it is being introduced, the positions will first be offered to Employees in the appropriate classifications on a voluntary/seniority basis within the Work Centre, the bay and the plant, in that order. If all positions are not filled voluntarily and additional employees are required in that area during the first six (6) months after the start-up of that particular shift, junior employees will be assigned. It is understood that the Company has discretion to balance this shift based on skill mix, type certification and license. Prior to implementation the parties will review and discuss the start times for the Monday and Friday shifts. (Note: The non-weekend shift will be worked on either Friday or Monday as required in an area.)

Hours of Work and Shift Rotation (unless modified through paid lunch)

10.5-hour shift on either Friday or Monday  
2 x 10-minute paid break  
1 x 30-minute unpaid break.

12.5 hour shifts on Saturday and Sunday.  
2 x 10-minute paid breaks.  
1 x 30-minute unpaid break

When 2nd Shift is required Shifts rotate as follows:

Rotate shifts every two (2) weeks between the Off Shift and the Day Shift

Shift 1: Friday Shift, Saturday Day Shift, Sunday Day Shift.

Shift 2: Saturday Day Shift, Sunday Day Shift, Monday Shift.

Shift 3: Friday Shift, Saturday Off Shift, Sunday Off Shift – as required

Shift 4: Saturday Day Shift, Sunday Day Shift, Monday Shift – as required

Shift Times

Saturday 6:00am to 6:30pm

Sunday 6:00am to 6:30pm

Monday or Friday 6:00am to 4:30pm

## **Pay**

- 40 hours pay for 34 hours worked.

- Shift premiums will apply as per the Collective Agreement

Employees who are involuntarily assigned from the Weekend Worker Work Schedule to a weekday shift due to the reduction of Weekend Shift requirements, will have (60) day rights to return to an Weekend Worker Schedule providing the employee has enough seniority to remain in the classification.

## **Vacation & Vacation Pay**

One (1) Weekend Worker Schedule – 14B (34 hours) to equal one (1) week's vacation and shall be compensated as outlined in Schedule C.

## **Plant Holidays**

A Weekend Worker Schedule (34 hours) not worked is the equivalent to 5 holidays. Any balance of negotiated holidays will be paid based on 8 hours at the normal pay rate per holiday.

## **S&A and L.T.D**

(a) L.T.D. – no change

(b) S&A – a wait period of 2 days applies to Weekend Worker Schedule workers

## **Union Representation**

Employees working on the Weekend Worker Schedule shall be included in Article 9.02 (d) and article 9.03 (f)

## **Pension Plan**

Hours calculated as hours paid instead of hours worked.

## **Jury Duty**

If pay is lost due to Jury Duty, then the Company will make up the lost pay as outlined in the Collective Agreement. Time served on Jury Duty shall be applied to the regular Weekend Worker Schedule.

## **Bereavement Pay**

In accordance with the principles outlined in Schedule “A” Article 11.00, The Company will provide bereavement pay to employees on the Weekend Worker Schedule at their regular base rate.

## **Who Works Available Overtime**

1. Weekend Overtime – first offered to regular employees as per the Collective Agreement.
2. Weekday Overtime – first offered to regular employees, then to weekend employees.

Report-in pay will be 6 hours at the normal pay rate.

For determination of the probationary period, probationary employees shall have each Friday or Monday worked counted as one (1) day and each Saturday or Sunday worked counted as two (2) days.

For the purpose of calculating payments to the paid education

leave fund, the assessment will be based on hours paid. If an employee works overtime during the week the assessment will be based on weekday hours worked.

The Company will meet with the Union Bargaining Committee to discuss problems that may arise.

<b>Negotiated Plant Holiday</b>	<b>Holiday for Weekend Workers (Employee scheduled for Monday)</b>	<b>Holiday for Weekend Workers (Employee scheduled for Friday)</b>
<b>2021</b>		
<b>Stat – Canada Day</b> (Thursday July 1, 2021)	Monday, June 28, 2021	Friday July 2, 2021
<b>Stat – Labour Day</b> (Monday September 6, 2021)	Monday September 6, 2021	Friday September 3, 2021
<b>Stat – Thanksgiving Day</b> (Monday October 11, 2021)	Monday, October 11, 2021	Friday October 8, 2021
<b>Floater #1</b> (Friday December 24, 2021)	Monday, December 20, 2021	Friday, December 24, 2021
<b>Stat – Christmas</b> (Monday December 27, 2021)	Saturday, December 25, 2021	Saturday, December 25, 2021
<b>Stat – Boxing Day</b> (Tuesday December 28, 2021)	Saturday, December 25, 2021	Saturday, December 25, 2021
<b>Floater #2</b> (Wednesday December 29, 2021)	Sunday, December 26, 2021	Sunday, December 26, 2021
<b>Floater #3</b> (Thursday December 30, 2021)	Sunday, December 26, 2021	Sunday, December 26, 2021
<b>Floater #4</b> (Friday December 31, 2021)	Monday, December 27, 2021	Friday, December 31, 2021
<b>W/E New Years</b> (N/A - Above for Reg. Employee)	N/A	N/A

<b>Negotiated Plant Holiday</b>	<b>Holiday for Weekend Workers (Employee scheduled for Monday)</b>	<b>Holiday for Weekend Workers (Employee scheduled for Friday)</b>
<b>2022</b>		
<b>Stat – New Year's Day</b> (Monday January 3, 2022)	Saturday, January 1, 2022 <sup>1</sup>	Saturday, January 1, 2022 <sup>2</sup>
<b>Stat – Family Day</b> (Monday February 21, 2022)	Monday, February 21, 2022	Friday, February 18, 2022
<b>Stat – Good Friday</b> (Friday April 15, 2022)	Monday, April 18, 2022	Friday, April 15, 2022
<b>Stat – Victoria Day</b> (Monday May 23, 2022)	Monday, May 23, 2022	Friday, May 20, 2022
<b>Stat – Canada Day</b> (Friday July 1, 2022)	Monday, July 4, 2022	Friday, July 1, 2022
<b>Stat – Labour Day</b> (Monday September 5, 2022)	Monday, September 5, 2022	Friday, September 2, 2022
<b>Stat – Thanksgiving</b> (Monday October 10, 2022)	Monday, October 10, 2022	Friday, October 7, 2022
<b>Floater #1</b> (Friday December 23, 2022)	Saturday, December 24, 2022	Saturday, December 24, 2022
<b>Stat – Christmas</b> (Monday December 26, 2022)	Saturday, December 24, 2022	Saturday, December 24, 2022
<b>Stat – Boxing Day</b> (Tuesday December 27, 2022)	Sunday, December 25, 2022	Sunday, December 25, 2022
<b>Floater #2</b> (Wednesday December 28, 2022)	Sunday, December 25, 2022	Sunday, December 25, 2022
<b>Floater #3</b> (Thursday December 29, 2022)	Monday, December 26, 2022	Friday, December 30, 2022
<b>Floater #4</b> (Friday December 30, 2022)	Saturday, December 31, 2022 <sup>3</sup>	Saturday, December 31, 2022 <sup>4</sup>
W/E New Years (N/A - Above for Reg. Employee)	N/A (End of Year)	N/A (End of Year)



<b>Negotiated Plant Holiday</b>	<b>Holiday for Weekend Workers (Employee scheduled for Monday)</b>	<b>Holiday for Weekend Workers (Employee scheduled for Friday)</b>
<b>2023</b>		
<b>Stat – New Year’s Day</b> (Monday January 2, 2023)	Saturday, December 31, 2022 <sup>3</sup>	Saturday, December 31, 2022 <sup>4</sup>
<b>Stat – Family Day</b> (Monday February 20, 2023)	Monday, February 20, 2023	Friday, February 17, 2023
<b>Stat – Good Friday</b> (Friday April 7, 2023)	Monday, April 10, 2023	Friday, April 7, 2023
<b>Stat – Victoria Day</b> (Monday May 22, 2023)	Monday, May 22, 2023	Friday, May 19, 2023
<b>Floater #1</b> (Friday June 30, 2023)	Monday, June 26, 2023	Friday, June 30, 2023
<b>Stat – Canada Day</b> (Monday July 3, 2023)	Monday, July 3, 2023	Friday, July 7, 2023
<b>Stat – Labour Day</b> (Monday September 4, 2023)	Monday, September 4, 2023	Friday, September 1, 2023
<b>Stat – Thanksgiving</b> (Monday October 9, 2023)	Monday, October 9, 2023	Friday, October 6, 2023
<b>Stat – Christmas</b> (Monday December 25, 2023)	Saturday, December 23, 2023 <sup>5</sup>	Saturday, December 23, 2023 <sup>9</sup>
<b>Stat – Boxing Day</b> (Tuesday December 26, 2023)	Sunday, December 24, 2023	Sunday, December 24, 2023
<b>Floater #2</b> (Wednesday December 27, 2023)	Sunday, December 24, 2023	Sunday, December 24, 2023
<b>Floater #3</b> (Thursday December 28, 2023)	Monday, December 25, 2023	Friday, December 29, 2023
<b>Floater #4</b> (Friday December 29, 2023)	Saturday, December 30, 2023 <sup>8</sup>	Saturday, December 30, 2023
<b>W/E New Years</b> (N/A - Above for Reg. Employee)	Sunday, December 31, 2023 <sup>6</sup>	Saturday, December 30, 2023

<b>Negotiated Plant Holiday</b>	<b>Holiday for Weekend Workers (Employee scheduled for Monday) 2024</b>	<b>Holiday for Weekend Workers (Employee scheduled for Friday)</b>
<b>Stat – New Year’s Day</b> (Monday January 1, 2024)	Monday, January 1, 2024	Sunday, December 31, 2023 <sup>7</sup>
<b>Stat – Family Day</b> (Monday February 19, 2024)	Monday, February 19, 2024	Friday, February 16, 2024
<b>Stat – Good Friday</b> (Friday March 29, 2024)	Monday, April 1, 2024	Friday, March 29, 2024
<b>Stat – Victoria Day</b> (Monday May 20, 2024)	Monday, May 20, 2024	Friday, May 17, 2024

1. Only a holiday by working an 11hr shift in lieu 8hr shift on Monday, December 13<sup>th</sup> 2021
2. Only a holiday by working an 11hr shift in lieu 8hr shift on Friday, December 17<sup>th</sup> 2021
3. Not a Holiday, paid 16 hours only if an additional 11 hour shift is worked on Monday, December 12<sup>th</sup> 2022 and Monday, December 19<sup>th</sup>, 2022 16hr pay held back to cover Sunday, January 1, 2023.
4. Not a Holiday, paid 16 hours only if an additional 11 hour shift is worked on Friday, December 16<sup>th</sup> 2022 and Friday, December 23<sup>rd</sup>, 2022 16hr pay held back to cover Sunday, January 1, 2023.
5. Only a holiday by working an 11hr shift in lieu 8hr shift on Monday, December 11<sup>th</sup> 2023
6. Not a Holiday, paid 16 hours only if an additional 11 hour shift is worked on Tuesday, December 19<sup>th</sup> 2023 16hrs pay held back to cover Sunday, December 31<sup>st</sup>, 2023.
7. Not a Holiday, paid 16 hours only if an additional 11 hour shift is worked on Thursday, December 21<sup>st</sup>, 2023 16hrs pay held back to cover Sunday, December 31<sup>st</sup>, 2023.
8. Only a holiday by working an 11hr shift in lieu 8hr shift on

Monday, December 18<sup>th</sup> 2023 to make up for Saturday December 23<sup>rd</sup>

9. Only a holiday by working an 11hr shift in lieu 8hr shift on Friday, December 15<sup>th</sup> 2023 to make up for Saturday December 23<sup>rd</sup>

## **15. UPGRADES**

During 2003 negotiations, the parties agreed to amalgamate the following classifications upon ratification but with the understanding that the group 8 wage rate will not take effect until June 23, 2005.

1. 614 & 804 into 810
2. 604 & 751 & 802 into 803
3. 648 & 714 & 715 & 806 into 825

All employees affected by these amalgamations either at the time of ratification or those that will hold these classifications up to June 22, 2005 will be receiving the pre-amalgamated rates of pay. Employees entering the amalgamated classifications after June 23, 2005 will receive the appropriate wage rates in accordance with the Schedule "A" of the Collective Agreement.

It is further understood that it is not the intent of the Company to downsize extensively the classifications at the Group 8 level while retaining the Group 9 classifications.

## **16. UNION CLEARANCES**

During negotiations leading to the renewal of the 2006 collective agreement, the parties discussed the problems the Company is experiencing with respect to clearances of employees for Union related business. This will confirm the understanding reached as follows:

The Union will examine the issues relating to repetitive requests for Union clearance for the same employees, employees requested to be cleared from small departments and employees requested to be cleared on short notice. The Union commits its best efforts to minimize the disruption which these events cause the Company.

## **17. WORK COMMITMENT**

During negotiations leading to the renewal of the 2006 collective agreement, the parties discussed the future work opportunities at the Downsview plant. This will confirm the understanding reached that the Company will maintain the following work at the Downsview/Pearson facility for the life of the 2021-2024 collective agreement.

- Global Express, 5000, and 7500 (final assembly, (7500 flight controls and preparation and options), production flight test, obtaining certificate of air worthiness, delivery of aircraft at Toronto site);
- Methods, Quality, Tooling and Material Logistics functions related to the above work;

The above work will be done exclusively by Bombardier Toronto site employees, subject to the collective agreement provisions relating to scope of work, performance of bargaining unit work restrictions, new technology and supplier/partner. The work above will not be transferred to another facility, dual sourced, or otherwise in sourced.

The above commitments are subject to there being a market demand for the products and are subject to new technologies and efficiency gains.

Further, if the Company determines that some of the above work at the Downsview/Pearson facility should be moved to another facility, the Company may do so provided it replaces the work lost with jobs of a comparable number and type on one or more work packages not then at the Toronto Site. Before any changes are implemented, the Company will engage the Union in a consultation regarding the work that is being moved, the incoming work which will replace the outgoing work, and the number of jobs associated to the changes. The parties must

from the date in which the Company initiated discussions on the potential exchange of work, the matter is to be referred to the first available arbitrator from the agreed upon list of arbitrators in Article 11 – Arbitration. The matter shall be heard within the 90-day period from when the Company first provided notice to the Union of its intent to engage in discussions on the exchange of work under this LoU.

If the parties are unable to schedule an arbitration hearing within this 90 day period, the parties shall meet to discuss how the matter will be handled while awaiting an arbitration date.

Additionally, it is recognized that there may be specific customer sales agreements or contracts with Foreign Governments or Military Agencies which require, as a condition of the Company securing the work, that a portion of the aircraft work mentioned above be performed at a site, other than the Downsview/Pearson facility, designated by the customer. In such event, the Company will be able to meet this requirement without replacing the work provided there is no negative impact on jobs then existing at the Downsview facility.

The Company will provide ninety (90) days' notice to the Union to permit meaningful discussions to take place on either the exchange of work or the customer sales agreements referred to in the two paragraphs above.

## **18. SKILLED TRADES – JOB CLASSIFICATIONS**

During the 2003 negotiations the parties have agreed to the following Letters of Understanding:

**Re: S.104, S.105**

During the negotiations for the renewal of the 2003 collective agreement, the parties discussed the amalgamation and eventual elimination of certain classifications. This will confirm the understanding reached as follows.

The carpenter (S.104) and the painter (S.105) classifications will be amalgamated into a Carpenter/Painter classification

(S.100) with job duties encompassing both prior classifications. Once all the current incumbents in those classifications have left the amalgamated classification for any reason other than layoff, the S.100 classification shall be deleted from the collective agreement.

It is understood that with the revision of the Group 612 (609, 402) classification, any skilled trades work assignments that require overtime will first be offered to S.100 before it is offered to Group 612 (609, 402).

Once all the current incumbents in the Metal Workers (S.103) classification have left that classification for any reason other than layoff, the S.103 classification shall be deleted from the collective agreement.

**Re: S.208 & S.102**

During negotiations for the renewal of the 2003 collective agreement, the parties discussed the elimination of the welder classification (S.102). This will confirm the understanding reached as follows.

The duties of the welder may be performed by the employees in both the Welder and Machine Repairperson (S.208) classifications. Once all the current S.102 incumbents have left the classification for any reason other than layoff, the S.102 classification shall be deleted from the collective agreement and the duties of that classification will belong solely to the Machine Repairperson classification (re: language lines of demarcation).

Should it become necessary to layoff any welders prior to that time, the Machine Repairperson shall not perform welding work during the time the layoff continues.

There shall be no adjustment in either the S.102 or the S.208 rate of pay as a consequence of this arrangement.

**Re: S.208 & 570**

During negotiations for the renewal of the 2003 collective agreement, the parties discussed the elimination of the Oiler, Motor & Equipment classification (570). This will confirm the understanding reached as follows.

The duties of the Motor & Equipment Oiler may be performed by the employees in both the Oiler, Motor & Equipment and Machine Repairperson (S.208) classifications. Once all the current 570 incumbents have left the classification for any reason other than layoff, the 570 classification shall be deleted from the collective agreement and the duties of that classification will belong solely to the Machine Repairperson classification.

Should it become necessary to layoff any Motor & Equipment Oiler's prior to that time, the Machine Repairperson shall not perform Motor & Equipment Oiling work during the time the layoff continues.

There shall be no adjustment in either 570 or the S.208 rate of pay as a consequence of this arrangement.

## **19. SUMMER STUDENT**

During the 2006 negotiations, the Company and the Union discussed summer student hiring. The Company will consider hiring summer students each year to provide for vacation relief or to meet other production requirements, providing overall business requirements support such hiring.

The following conditions will apply:

1. No summer student may be engaged if any bargaining unit employee is on lay off with recall rights to the classification in which the summer student would be performing work.
2. All students are expected to be enrolled in or have completed a relevant full-time post-secondary program, and/or be expecting to return to school in the fall.
3. Students will be paid 70% of the job rate of the lowest group or classification in the bargaining unit.
4. Students will be responsible for supplying their own safety footwear and prescription safety glasses, as required.
5. Students will be eligible for voluntary overtime only after all permanent and probationary employees have been asked in the classification within the overtime scheduling group where the student is performing work.

6. Students will be eligible to work from April 15th until September 15th.
7. Students shall not accrue seniority during their period of employment.
8. Students shall not be eligible for health, insurance, disability or any other benefits provided by the Company.
9. Students will not be covered by any provisions of the Collective Agreement except this Letter.
10. A student's engagement may be terminated at any time by the Company at its sole discretion but, in any event, no student will continue his/her employment after September 15th.
11. Preference in hiring shall be given to immediate family members of existing employees.

The above applies notwithstanding any other provisions of the collective agreement.

## **21. SKILLED TRADES**

During negotiations leading to the renewal of the 2006 collective agreement, the parties discussed several matters relating to the performance of skilled trades work at the plant. During those discussions, the parties reviewed the state of affairs within the Skilled Trades Group over the course of the recent collective agreement and the Union expressed concern over the extent of outsourcing of skilled trades work.

The Company acknowledged the value and importance of its Skilled Trades employees and its commitments under Letter of Intent #17.

As a result of these negotiation meetings, the parties agree that they will meet and engage in meaningful discussions during the course of the collective agreement to review the Company's outsourcing needs, to consider the most efficient and proper use of its Skilled Trades employees and subcontractors and to better ensure the proper application and administration of Letter of Intent #17. In this way, it is the intent of both parties that the Company will make the best use of the skills and talents available



to it within the Skilled Trades Group and, where outsourcing does take place, it is done within the confines of, and subject to commitment in, Letter of Intent #17.

A synopsis of these meetings and of the progress on the proper application and administration of Letter of Intent #17 will be sent to the National Union which may then request a meeting with the Company at the plant to ensure those proper applications are being met.

## **22. SKILLED TRADES – PEL PROGRAM**

During negotiations for the 2006 collective agreement the parties agreed that two (2) skilled trades' employees in each year of the collective agreement will be permitted to attend a one (1) week skilled trades' Union education program held at the Union's Port Elgin Centre. Those employees will receive forty (40) hours' pay for such attendance and the Company shall pay for any tuition and accommodation fees.

## **23. ELECTRICAL SHOP – RESTRUCTURING**

Any employee who will be declared surplus due to the impending restructuring in the Electrical Shop and outsourcing of the Wiring Harnesses will, if he/she does not have any rights to bump to another job under Article 22, be provided up to ten (10) working days training if he/she possess the minimum skills necessary and such training will enable him/her to qualify for movement to a vacant job for which the Company would otherwise need to hire. In this event, such employee shall be given preferential consideration for such vacant job.

## **24. RETURN TO WORK PROGRAM**

*Step 1* – When Industrial Alliance receives a medical update that supports a partial return to work, they contact the Employee Benefits Department to arrange a return to work program for the employee.

*Step 2* – An appointment is set up with the Company physician to discuss the employee’s medical status and return to work opportunities.

*Step 3* – Based on the return to work restrictions that the family physician has placed on the employee, a Notice of Medical Visit form is completed by the Company physician listing the return to work restrictions and the length of time these restrictions will be in place.

*Step 4* – The employee is advised to take the above form to his/her Supervisor for authorization. If the Supervisor is able to accommodate the employee’s restrictions, then he/she will sign off on the form. If the Supervisor is not able to accommodate, then the employee is sent back to the Health Centre and then sent home. The employee will remain at home until his/her restrictions can be accommodated or until his/her condition improves.

*Step 5* – If the employee can be accommodated, Benefits will advise Industrial Alliance of his/her hours for that time period.

The top-up rate is based on the Group Insurance rate not his/her regular salary.

## **25. TEMPORARY REASSIGNMENT**

During the 2009 negotiations the parties discussed the issue of temporary reassignments (Article 19) and the concerns raised by the Company. This letter will confirm the union’s commitment to continue in the spirit of co-operation in the application of this Article.

## **26. SHOP AIDS – SKILLED TRADES**

During the 2009 negotiations, discussions were held surrounding the Union’s concerns with respect to the development and manufacture of shop aids. This will confirm the understanding reached as follows.

The parties agree to create a Committee of three representatives each to review the current scope and utilization of shop aids to ensure their appropriate application and control. Such Committee will complete their review by December 15, 2009.

## **27. LEAD HANDS**

During the 2012 negotiations, discussions were held surrounding the Union's concerns with respect to the selection and role of lead hands. This will confirm the understanding reached as follows.

The parties will create a Committee of three representatives each which will meet in the three month period from June 25 to September 25 to examine issues relating to Lead Hands. The Committee will consist of 3 members from the Union's Bargaining Committee and 3 members from the Company (Labour Relations Manager, Manager from the Global program and a Manager from the Q400 program).

The areas to be addressed include the criteria for and method of appointment of Lead hands, the requirements expected of the Lead hands in the performance of their duties and the establishment of a performance review process to permit the objective assessment of Lead hands. Further such Committee will discuss the performance of selected Lead hands and potential candidates for the role to better enable management in its appointment process.

## **28. TSSA 2009 BOMBARDIER**

During 2009 negotiations, the parties discussed legislated technical standard and certifications such as Technical Standards and Safety Authority (TSSA) and how these standards and certifications affect Skilled Trades. The Union expressed particular concern that as existing standards and certifications change, and new legislation is introduced, Skilled Trades employees may be excluded from the normal performance of work due to insufficient training and certification. To remove this concern the Company assured the Union that it will fulfill its obligation to both existing and future legislation and TSSA requirements to ensure the skilled trades employees will receive the required training

and all costs related to the above. Additionally, the Company agreed that a representative of the Company, the Skilled Trades chairperson and a national Skill Trades representative will meet to identify both current and future legislated certification, training and licensing requirements.

### **29. UPGRADE NDT**

During the 2015 negotiations, the parties agreed to upgrade the following classification upon ratification

1. 859 UPGRADE TO 959

All employees affected by this upgrade at the time of ratification will receive the appropriate wage rates in accordance with the Schedule “A” of the Collective Agreement.

### **30. SUBSTANCE ABUSE LOAN**

During the negotiations leading to the renewal of the 2015-2018 Collective Agreement the parties agreed that the Company would provide a loan to employees who, based on medical recommendation, have a need to attend a closed treatment facility for alcohol or substance abuse. The loan is a once per lifetime loan of up to eight thousand dollars (\$8,000.00) payable directly to the treatment facility on behalf of the employee. Prior to accessing the loan the employee will be required to sign a loan agreement which will outline the terms and conditions of the loan and will include a repayment amount.

### **31. AIRCRAFT MAINTENANCE ENGINEER APPRENTICESHIP PROGRAM AME APPRENTICE TRAINING (922A) BETWEEN BOMBARDIER AVIATION AND LOCAL 112 UNIFOR**

Notwithstanding any other provisions in the Local 112 collective agreement, the parties agree to the following terms and conditions:

This apprenticeship program will be called “AME Apprenticeship Program” and referred to in this Agreement as such for the purpose of allowing the apprentice to apply and obtain an Aircraft

Maintenance Engineers License issued from the Department of Transport.

## **TRAINING PROGRAM – PRODUCTION CLASSIFICATIONS**

### **PURPOSE:**

The purpose of this AME Apprenticeship Program is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound, with the result that they will be equipped from profitable employment, and to further the assurance to the Company of proficient workers at the conclusion of the apprenticeship period. A 10:1 apprentice ratio between the 922's and the 922(A)'s shall be maintained.

### **COMMITTEE:**

Committee shall mean the Joint Training Program Committee. The Committee shall be composed of two members appointed by the Company and two members from the Bargaining Committee as selected by Local 112.

### **RESPONSIBILITIES OF COMMITTEE:**

The Committee shall be responsible for the review of the apprenticeship schedule, credits for previous experience, standards, selection of apprentices, and the method of administrating, monitoring and modifying the program as required. Additionally the Committee will review the AME Logbook progress of the apprentice every 3 months, specifically, April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup> and January 1<sup>st</sup>, to ensure that the apprentice is on schedule or review any constraints the apprentice may be experiencing.

### **APPLICATIONS:**

The application for the position of apprentice will be through the job posting procedure. All qualified applicants (see eligible requirements) will be reviewed for acceptability by the committee.

Applicants must meet the minimum requirements as set on the job posting.

### **ELIGIBILITY REQUIREMENT:**

To be eligible for an AME Apprenticeship Program (922A) the following conditions apply:

- (a) Preference shall be given to employees with at least one (1) year of employment at the Toronto site.
- (b) Have the minimum training as required and described in Canadian Air Regulations (CAR) chapter 566, by the approved Transport Canada Organization (ATO) and outlined in the Airworthiness Notice C002 Appendices.
- (c) Have an “Aircraft Maintenance Engineer Personal Logbook”, with the personal data, basic training, type and post-graduate training employment recorded.
- (d) Where there is more than one eligible and qualified candidate, seniority will be the determining factor in selecting a candidate.

The parties will endeavor to maintain a 70/30 (or vice versa) ratio between accredited and non-accredited candidates. The ratio will be reviewed July 1<sup>st</sup> and January 1<sup>st</sup> of each year. It is understood that the percentage between accredited and non-accredited candidates may not exceed 70% without apprenticeship committee approval.

### **WAGES**

Wages for the 922A shall be paid as follows. The apprentice will also receive cost of living and any improvement factors.

#### **Group 992A**

Level 1

Group 5 wages rate for year 1.

Level 2

Group 6 wages rate for year 2.

Level 3

Group 7 wages rate for year 3.

Level 4

Group 8 wages rate for year 4.

The AME apprenticeship program (922A) is a 2 or 4 year program. The committee will review relevant experience of the applicant and be placed in the proper level.

Upon successful completion of the program, the company agrees to place the successful candidate in the 922 classification in accordance with his/her seniority.

### **SENIORITY**

The apprentices will exercise seniority in their own group (922A). For example, if there are four apprentices in the 922A classification and a reduction in this number is required due to lack of work, the employee with the least seniority will be the first removed and the last laid off employee shall be the first to be reinstated.

During apprenticeship, if the apprentice is laid off due to lack of work, he/she will be permitted to move back in to any previously held downward position(s) where they hold vested rights with accumulated plant seniority while on apprentice training. In the event the apprentice requests to return to his/her previously held classification or is removed from the 922A position due to cancellation of apprenticeship, they will return to their previous classification at their time of acceptance with accumulated plant seniority while on apprentice training. If the apprentice requests to return to his/her previously held classification, he/she shall be ineligible to reapply into the 922A classification for a period of two (2) years from the date of the return.

A drop dead date of no longer than three (3) months past the regular completion of apprenticeship will be inserted in the terms under CANCELLATION OF APPRENTICESHIP.

At the time of acceptance of the 922A position, the successful candidate and a company official shall sign a terms

and conditions agreement letter outlining the 922A collective agreement language, with copies provided to the employee and the joint committee.

The ratio of apprentices to mechanics shall not exceed one (1) apprentice (922A) to each ten (10) mechanics (922) in the trade in which they are apprenticed. If layoffs become necessary, apprentices shall be laid off to maintain the same ratio.

### **CANCELLATION OF APPRENTICESHIP**

The committee shall have the authority to cancel the apprenticeship agreement at any time for cause, such as;

- (a) Inability to learn;
- (b) Unreliability;
- (c) Unsatisfactory work;
- (d) Lack of interest in his/her work or education;
- (e) Improper conduct;
- (f) Failure to attend classroom instruction regularly. If such a cancellation occurs, the apprentice will be ineligible to reapply into the 922A classification for a period of two (2) years from the date of removal.
- (g) A drop dead date of no longer than three (3) months past the regular completion of apprenticeship.

### **ACADEMIC TRAINING**

- (a) Each 922A will be required to attend schedule training. This will be training conducted on Company time with full wages.
- (b) All training completed must be documented in the Aircraft Maintenance Engineer Personal Logbook by the apprentice and certified by the training department.
- (c) If a test is required, a mark of 70 percent (70%) is deemed a pass, unless specified on the test.
- (d) Specific training in CARS (Canadian Air Regulations), SMS (Safety Management System), Human Factors and Independent checks of flight controls are a prerequisite, prior to completion of the apprenticeship program.



## **COURSE OUTLINE**

- (a) The apprentice shall work the normal shop and be subject to off shifts.
- (b) Apprentices may work overtime. Apprentices shall be placed on the regular overtime list and averaged as per the collective agreement. The committee shall meet to address any issues arising from overtime distribution.
- (c) Apprenticeship Program shall be 24 months or 48 months in duration, depending on training accreditation, this timeline is subjected to change via the Canadian Air Regulations.
- (d) The first 3 months will be a probation period.
- (e) During the apprentice's time in each shop, he/she shall be assigned to work with a certified AME Inspector, AME mechanic or AME lead hand.
- (f) Each apprentice will have an Aircraft Maintenance Engineer Personal Logbook. It will be the responsibility of the apprentice to properly populate the completion of tasks in their logbook. Proof of having completed aircraft maintenance tasks shall take the form of a certification by the certified AME Inspector, AME mechanic or AME lead hand, or equivalent person who supervised the work. The certification statement shall include the date, aircraft type, registration mark, or component serial number as applicable, and confirm that the applicant is able to:
  - (a) Identify the applicable standard for the task;
  - (b) Select the proper tools;
  - (c) Perform the work correctly without supervision; and
  - (d) Complete the necessary documentation.

Person who sign for completion of maintenance tasks shall be responsible for the accuracy of statement made.

Note: In some cases a task may need to be performed several times before a sign off could be granted (the AME certifying the work must be certified on the aircraft type) Refer: CAR 566-03 (e) (IV).

## **CREDIT**

Accreditation of experience will depend on the type of Transport Canada approved training that was completed, as outlined in CAR 566 and Airworthiness Notice C002. This accreditation will be reviewed at the start program.

## **PROGRAM ADMINISTRATION**

The Committee of Apprentices shall prepare adequate record forms to be filled in by the Supervisor of the area where the apprentice is being trained. The reports will be submitted to the Committee on the work and progress of the apprentices.

## **COMPLETION OF THE APPRENTICESHIP**

Upon completion of the apprenticeship under these Apprenticeship Standards, the committee will review the apprentice logbook to ensure that the required percentage of tasks completed (minimum of 70% per ATA chapter) in the logbook has been met (Note: The apprentice is responsible to insert any additional tasks performed that are not listed in the logbook). Additionally the applicant will complete form BAQAF4-1.3. Human Resources will provide an employment history to the apprentice, in addition to all certificates of completion as per Academic Training (d). The committee will then request the Pre-flight Quality Manager or AMO Quality Manager to review the apprentice's logbook, employment history and form BAQAF4-1.3. The Quality department must assess if the apprentice meets all required prerequisites and if successful, sign form BAQAF4-1.3 and return to the apprentice. Should the applicant not meet the minimum prerequisites, a qualified representative from the Quality department will provide a written explanation of what needs to be done, to meet these prerequisites.

The company will afford the apprentice the time to write all Transport Canada examinations during regular work hours. The cost of the examinations and application will be reimbursed by the

Company upon successfully passing. The company will not incur the costs of examinations failed.

### **AGREEMENT REVIEW**

In order to facilitate the purpose of this program, amendments may be proposed by the Committee, the Company or Local 112 Unifor and in addition any regulatory changes made by Transport Canada. Any misunderstandings or non-agreement of the Committee on any issues not clarified in this Agreement will be submitted to Labour Relations and the Union Bargaining Committee for resolution.

In the event that discrepancies arise from the implementation or interpretation of this letter of understanding the parties shall meet to discuss the issues and endeavor to reach mutually acceptable resolve.

The “Flowchart Process for A.M.E. Licensing” on page 6, forms part of this agreement.

This letter of understanding will terminate on June 22, 2021.

### **32. Disability Review Committee**

June 24, 2000

Notwithstanding the provisions of the Grievance procedure, the Company and the Union agree to the following resolution vehicle regarding extended group insurance disability benefits:

- A Disability Review Committee will be formed consisting of
  - Director, Industrial Relations, Compensation
  - Plant HR Representative(s) as appropriate
  - Company Medical Doctor
  - Insurance Carrier Representative
  - UNIFOR National Representative(s) as appropriate
  - Plant and office UNIFOR Benefit Representative
  - Plant Chairpersons (or designates) – Local 112 & 673

The Review Committee will meet as required to review any issues related to the administration of the disability plans

in general, and deal specifically with any case in which an employee:

- a) Has applied for disability benefits, the claim has not been approved, and the decision challenged, or;
- b) Has received disability benefits and the claim is being reconsidered.

The Company will endeavour to provide the Union with copies of correspondence to employees that suggests benefits may be suspended at least one week in advance of the possible date of suspension.

In reviewing such cases the objective of the Review Committee will be to:

- Ensure that all members understand the relevant facts that relate to the disability and original adjudication of the claim;
- Explore the feasibility of modified work;
- Explore the feasibility of other rehabilitative approaches/ programs;
- Make every reasonable effort to develop a plan that is responsible to the employee's circumstances and that retains the integrity of the disability insurance plan terms and conditions.

It is agreed and understood that should the Committee fail to reach a mutually satisfactory resolution, the matter may be processed through the Grievance and Arbitration procedure, and that the discussions of the Review Committee will be conducted on a without prejudice and precedent basis.

### **33. UAW LOCAL 112/673 NON-CONTRIBUTORY PENSION PLANS**

Mr. R. White

Director for Canada

United Automobile, Aerospace & Agricultural

Implement Workers of America (UAW)

205 Placer Court

Willowdale, Ontario

Dear Mr. O'Neil:

Re:

### **UAW LOCAL 112/673 NON-CONTRIBUTORY PENSION PLANS**

This letter will confirm our understanding covering the Pension Plans for UAW members in the event the Plans are terminated.

In the event the Pension Plans for members of UAW Local 112 and/or Local 673 are terminated pensions earned to date of termination for Active Employees will be guaranteed by the Company.

In addition, this understanding will also extend to pensions in payment for Retirees, Suspended Plan members entitled to a pension, Surviving Spouse pension entitlements, and those former Employees entitled to a Deferred Pension at retirement. It is further understood, that should the pension fund be insufficient to provide for pensions earned to date of termination the Company will deposit into the Pension Plan sufficient funds to cover the cost of providing pension benefits for those entitled up to date of termination.

It is further understood that eligibility and amounts payable for early retirement shall be provided in the same manner as if the pension plan and member's participation in the plan had not been terminated.

Yours truly,

THE DE HAVILLAND AIRCRAFT OF CANADA, LIMITED

L. Reid,

Director, Industrial Relations

### **34. LETTER OF UNDERSTANDING**

June 28, 1994

Mr. B. Hargrove,  
President  
C.A.W.

Dear Mr. Hargrove:

As we discussed, subject to a ratification by the membership by Sunday, July 3, 1994 and a continued cooperative relationship with the de Havilland workforce, it is our intention to have a final assembly line for the Global Express aircraft at Downsview. Under the same conditions, if it proves feasible from a business perspective to launch the Dash 8, Series 400, it is our intention to have a final assembly line for this aircraft at Downsview.

Yours sincerely,  
Robert E. Brown,  
President

### **35. LETTER OF UNDERSTANDING RE: RIGHT TO REFUSE UNSAFE WORK**

#### **The Right to Refuse Unsafe Work**

The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm themselves or any other person, and that signs are posted in the workplace advising them of this right.

If a worker exercises his/her right to refuse, he/she shall notify the supervisor and the supervisor shall notify the Company Health and Safety Representative and the Union Health and Safety Representative. He/she shall remain in a safe place and participate fully in the investigation of the hazard.

Pending the investigation and decision arising from a work refusal, the Company may assign another worker to perform the functions of the original refusal, so long as they have been advised of the other worker's refusal and of his or her reasons for the refusal.

The Union co-chair or alternate shall fully participate in the investigation at every stage.

No employee shall be discharged, penalized or disciplined for acting in compliance with the Occupational Health and Safety Act. No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to him/herself, a fetus, a workmate or the public.

Where an employee has exercised his or her right of refusal under the Occupational Health and Safety act, there shall be no loss of pay, seniority or benefits during the period of the refusal. The parties agree that it is important to resolve safety issues in a timely manner and will cooperate in a timely investigation in accordance with the regulations under the Occupational Health and Safety Act.

### **36. LETTER OF UNDERSTANDING – PENSION ANNUITY**

The Parties agree that, effective July 1, 2018, Bombardier may, at its discretion, cause the “de Havilland Inc. (subsequently amalgamated with Bombardier Inc., effective February 2, 1998) and Bombardier Inc. (represented by its Bombardier Regional Aircraft Division) CAW Local 112 Non-Contributory Pension Plan” (the “Plan”) to discharge its obligations towards the former members, retired members, deferred members or other beneficiaries of the Plan by way of annuity purchase in accordance with applicable laws.

Further to the signature of this collective agreement, the Parties will discuss and agree to the appropriate amendment to the Plan in order to reflect the forgoing.

Bombardier will ensure annuitized former members, retired members, deferred members or other beneficiaries of the Plan will continue at a minimum:

- to retain eligibility for post-retirement healthcare benefits
- to eligible for Unifor’s ability to bargain future lump sum payments
- to have the ability to share in any Plan surplus in accordance with applicable laws.

### **37. FABRICATION SHOPS RETRAINING**

During 2018 negotiations, the parties agreed that they will meet at the conclusion of collective bargaining to discuss the potential impacts of initiatives associated to the transfer of operations, including what retraining initiatives should be considered to help remedy any impacts arising from either the transfer of operations or any offload initiatives currently underway.

The groups in scope include Fabrication shops, paint shop, and any other related classifications impacted by transfer of operations and any offload initiatives as described above.

It is understood that the job opportunities will be awarded via the regular job posting process, as appropriate and as may arise.



This letter will be in effect for the duration of the collective agreement, from June 23, 2018 to June 22, 2021. The current restructuring language will apply to the affected areas.

### **38. LETTER OF UNDERSTANDING – SKILLED TRADES**

During the 2018-2021 Collective Agreement negotiations, the parties discussed and agreed to several changes relating to the Skilled Trades:

The existing Skilled Trades classifications that are not currently paid at the group 3 wage rate will be increased to match this rate, throughout the life of the collective agreement in 3 equal increments in June 22nd of each year 2018, 2019, 2020.

The Company agrees to add (3) apprentices during the life of the collective agreement, (1) S-208 Millwright, (1) S-309 Electrician and (1) S-311 Tool & Die Maker with the hire date(s) to be determined at the sole discretion of the Company. Appendix 1 Section 11.12 shall be amended such that apprentices shall remain at 95% of the journeyperson's wage rate until they acquire their inter-provincial certificate of qualification.

For the duration of the 2018-2021 collective agreement, the Company agrees to refund the Master Electrician Licensing fee for any S-309 Maintenance electricians who currently hold or who successfully attain this license, up to a maximum of \$100 per year.

In the event that a Skilled Trades employee is surplus/laid off, and there are vacancies in the bargaining unit for job classifications outside of the Skilled Trades, the employee will be eligible to apply for the vacancy, provided they meet the minimum job requirements and there are no bargaining unit members on the recall list who hold vested rights to the classification where there is a vacancy.

When the need arises for a permanent off-shift within a Skilled Trades classification, the term for an off-shift will be 6 months, beginning January 1st and July 1st. Employees within

that trade will be canvassed for volunteers and will be accepted on a seniority basis. Remaining off-shift requirements will be met through shift rotation as is current practice.

The parties further discussed the transition to future facilities and the production of Tooling/RNC/SOS/aircraft components in a combined tool room shop and hereby agree to the following transition throughout the life of the collective agreement:

- The duties of the S-209 Cutter Grinder and the S-202 may be performed by the employees in both their existing classifications as well as the S-311 Tool & Die Maker. Once all the current employees in the S-209 and S-202 classifications have left the classification for any reason other than layoff, the S-209 and S-202 classifications shall be deleted from the collective agreement and the duties of those classifications will belong solely to the S-311 Tool & Die Maker classification. Subsequently, there will not be any restrictions on the S-311 to perform any of the regular duties of the S-202 or S-209 classifications including the fabrication of aircraft, RNC, SOS, or any other components/cutters. It is not the intent of the Company to have any bargaining unit work currently outside of the Skilled Trades to be performed by employees who belong to the Skilled Trades. Furthermore, the company and the union agree to support and fully cooperate in cross training of the acquired duties.
- Should it become necessary to lay off any S-209 or S-202 prior to the deletion of those classifications, the S-311, S-209, and S-202 shall not perform the functions of a laid off classification, unless those functions belong to the employee's own classification.
- There will be a total of (7) packages at the applicable restructuring collective agreement value, made available to the current employees in the S-202 and S-209 classifications payable at the time of retirement.

As it pertains to discussions that it is the Company's intent

to have two separate facilities for the production of the Global Express and the Q400 programs, the parties agree:

- The Company will first canvass for volunteers according to the classifications required, and volunteers will be transferred on a seniority basis according to the total number of positions required.
- Where there are insufficient volunteers, the Company will have the right to assign transfers as needed according to operational needs and classifications required, by reverse seniority.

### **39. LETTER OF UNDERSTANDING – INTERNAL DEPLOYMENT TEAM**

During the course of 2018 collective bargaining, the parties agreed that they will convene immediately upon the conclusion of negotiations to finalize the details for the formation of an Internal Deployment Team.

It is understood that the Internal Deployment Team (IDT) will generally work alongside production to support fluctuations in the statement of work (SOW) due to the varying demands arising from the production of aircraft associated to the applicable program. The IDT team is recognized as an important initiative vital to future operational needs of the factory and will facilitate the transfer of skills and knowledge throughout the factory.

### **40. LETTER OF UNDERSTANDING – TIME AND ATTENDANCE**

As discussed in 2018 collective bargaining negotiations, it is the intent of the Company to implement a Time and Attendance System for use at the Bombardier Downsview facility on or around November 2018. This letter serves to confirm that should the parties encounter any disputes as they relate to the design, deployment or application of the system which rightfully constitute a legitimate breach of the Collective Agreement, that these disputes will be managed within the Collective Agreement, up to and including grievance arbitration.

## **41. LETTER OF UNDERSTANDING – AIRCRAFT CERTIFICATION AUTHORITY**

Notwithstanding any other provisions in the Collective Agreement, the parties hereby agree that the following terms and conditions shall govern the ACA's under the AMO.

### **Aircraft Certification Authority (ACA) – Toronto Site**

The duties of an Aircraft Certification Authority (ACA) include preparation of aircraft for customer acceptance and inspection in Toronto and support ferry flights/deliveries to customer facilities from Toronto as required, as per Letter of Understanding #17 – Work Commitment. An ACA must be able to perform all work and inspect their own work, as well as the work performed by non-ACA personnel. In addition, an AC must possess leadership skills to assign and supervisor any manpower performing work for which they would be responsible. In accordance with CARs 571, ACA's must be able to enter the necessary technical and journey log entries.

ACA authority for an aircraft with a certificate of airworthiness is governed by the Canadian Aviation Regulations 571 and 573 and the Aircraft Maintenance Organization (AMO). Maintenance Policy Manual (MPM). An ACA candidate must be able to meet the requirements as set in CARs 571 and CARs 573 and the MPM. The ACA will perform and inspect all work covered under the scope of their license and ratings.

### **Aircraft Maintenance Organization (AMO) – Toronto Site**

The Company has established an Aircraft Maintenance Organization (AMO). The jurisdiction of this department allows for any flying aircraft with an issued Certificate of Airworthiness (C of A). Employees assigned or this department will perform their duties in accordance with CARs 571 and as outlined in the MPM (overtime will be equalized within the AMO by classification). Employees within the AMO will also be assigned shift work as per operational requirements (the AMO does not limit the use of external vendors for the purpose of vendor required work). In addition, maintenance arrangements must be made per CARs

573 should there be a requirement for non-AMO personnel to perform work on behalf of Bombardier Aerospace. The AMO must maintain a core group of personnel at all times with the flexibility to add or remove manpower to support operational requirements, both in the short and long terms. The addition of personnel must have the required training and prerequisites as outlined in CARs 571 and the MPM.

In the event that discrepancies arise from the interpretation of this letter, the parties shall meet to discuss the issues and endeavor to reach a mutually acceptable resolve. The parties agree that regulatory changes which occur that affect this agreement may require the parties to meet to discuss those changes.

## **42. SKILLED TRADES PLANNING & DEVELOPMENT**

### **Agreed: Letter of Understanding: Skilled Trades Planning and Development**

During 2021 negotiations, the parties agreed to a framework by which issues concerning sub-contracting of trades work may be mitigated through joint understanding on issues such as attraction and retention of new personnel, alternate scheduling models, training and development as well as ongoing investments in apprenticeships. As a result, the parties have agreed to work cooperatively on the planning and implementation of the following items as they relate the specific subjects under each heading.

#### **Apprenticeship Program:**

- The company commits to add (3) apprentices in any of the following trades as determined by the business (S-208 Millwright, S-309 Electrician, S-311 Tool & Die Maker) - one of which will be consumed upon ratification of the collective agreement, as agreed. The remaining two to be hired by end-2023.
- Apprentices shall be required to rotate after 6,000 hours if shift work is required to enable them to learn the specific part of their trade that happens on the off shift.

### **Proposed Sub-Contractor Reduction Measures:**

The Company proposes a reduction of skilled trades subcontracted work through the following mechanisms:

- New hires and / or retirement replacements per business need
- Paid on-call process across all core skilled trades as required (details below)
- Ability to hire personnel into permanent off-shift where required, understanding that these needs may change over time. Should this occur, changes to shifts are per the collective agreement
- The company and union agree to explore with the skilled trades workforce the possibility of creating different voluntary shift patterns in order to better support operations or maintenance activities

### **Additional Company Skilled Trades Proposals:**

- Both parties agree to standardize OT coding for employees across all trades as per OT Guidelines agreed on September 14, 2006.
- The Company and Union agree to discuss training requirements taking into consideration the possibility that out of seniority training may arise as per business need. All relevant Trades will receive the appropriate training within a reasonable time period.
- Vacation approvals to be done on a first come first served basis (seniority rules if same day). Must be submitted 10 days in advance if off for a week or more.
- In order to fully support the business through the manufacturing of RNC and SOS parts and expanding on changes from the 2018 collective agreement, the company proposes adding parts processing, (i.e., Alodine, passivation) to the S-311 Tool & Die Maker classification. It is understood that duties associated to Brush CAD will only be performed through mutual agreement by Unifor 112, 673 and the Company.

- In order to cover off-shifts in skilled trades (i.e., weekday midnight/weekend afternoon and night/holiday off-shifts) the company will offer an on-call premium of 2 hours straight pay (weekdays) and 3 hours straight pay (Saturdays, Sundays), and 4 hours when such on-call lands on a stat holiday. The applicable on-call premium will be paid based on an 8-hour shift and will not affect entitlement to the 4-hour call-in minimum. On-call pay is paid in addition to the 60 hours utilization, should this occur. It is understood that take-up of an offer of on-call will be on a voluntary basis.
- Bombardier agrees to provide preferential hiring consideration to the current two Machinists employed at DeHavilland in the event a similar need arises at Bombardier over the life of the collective agreement.

#### **43. LETTER OF UNDERSTANDING: PLANT CLOSURE DISCUSSIONS**

As discussed in 2021 collective bargaining, the parties shall meet no less than 180 days prior to a plant closure or partial closure announced during the life of the current Collective Agreement to draft comprehensive plant closure language to address the Union's Concerns.

Plant closure language shall address topics including but not limited to Employee Records, Bargaining Rights, Severance & Termination, Pensions, Benefits, and Future Work Opportunities.

#### **44. LETTER OF UNDERSTANDING: SUPPLIER/PARTNER CONTRACTOR PRESENCE**

Between

Unifor Local 112 (the Union)

And

Bombardier (the Company)

WHEREAS during 2021 Collective Bargaining discussions the Company and the Union engaged in meaningful discussions

intended to clarify or resolve issues between the parties, with the intent to settle unresolved issues associated to the presence of 3<sup>rd</sup> party contractors at the Downsview facility;

And WHEREAS the Company intends to continuously reduce the presence of these contractors to at least the level and utilization similar to that of current sustaining programs such as Global 5/6;

THEREFORE, the parties hereby agree to work cooperatively in order to achieve a net reduction of applicable 3<sup>rd</sup>-party contractors from the current estimated population of 92 to approximately 20 by end-November 2021:

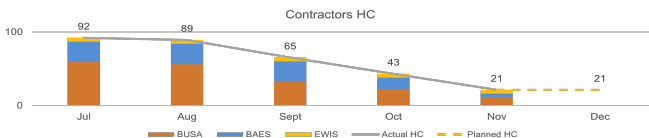
1. In preparation of the continued burndown of supplier partner presence as part of evolving to an autonomous Preflight model on the 7500, as of Aircraft 70081, all snags arising from the DI that are not associated to legitimate quality escapes or supplier/partner non-conformance in Preflight will be automatically triaged to Local 112 employees.
2. All snags and zonals found by or resulting from the installation of components by Local 112 employees where a fix or replacement is required will be assigned to Local 112 employees.
3. Work associated to fixing or reworking failures that occur once Functional Testing has commenced will be assigned to local 112 employees; however, any quality escapes, line checks, or defects related to vendor supplied sub-assembly will remain the liability of the vendor. Relevant documentation associated to these exceptions will be shared with the Union upon request. It is understood that only the following issues listed below and associated to ongoing supplier/partner defects will remain the responsibility of supplier partners. Nevertheless, the Company may utilize BA employees at its own discretion in the management of these issues.
  - i. EWIS Escapes (Harness Changes and repairs) – until as modified by #6 below



- ii. Wings Fastener replacement in Fuel Bays
  - iii. Wings - High/Low Speed Roll (Flight Snag) – Rectification (until training of BA staff is complete)
  - iv. Wings - WAI Snag rectification
  - v. NLG Changes
  - vi. MLG Fitting rectification (Fitting Replacement)
  - vii. Cockpit Windshield/Side Window Replacement
  - viii. AFT Tank Bladder Replacement
  - ix. RAT Replacement
4. Based on currently forecasted rate increase on the Global 5/6 program (Q4 2021), and as the need arises for 591 manpower on the Final Assembly Line, the 591s currently working in preflight will be redeployed and replaced by 922s. The redeployment of these 591s will occur only once a sufficient number of 922s can consistently demonstrate the required competencies currently possessed by 591s (i.e. aerodynamic sealing). Training shall be provided to Preflight personnel for these competencies as well as for tasks associated with negotiated work being transferred (i.e. Flight Controls) so as they can independently rectify any flight snags associated to this work. (reference items 1,3,and 4 above)
5. All NCR's associated to parts and/or assemblies which have been installed by Local 112 employees shall be completed by Local 112 employees.
6. Further to the mitigation of 30 layoffs within Local 112 to BUSA Red Oak work (referenced in Letter of Agreement dated December 3, 2020) and the recent elimination of 6 EWIS contractors which has already taken place in the GX 7500 FAL, the Company will be eliminating 4 contractors from Preflight and commits to continued discussions with the Union to find opportunities to displace contractors with Local 112 employees.
7. Further related to the presence of EWIS contractors on-site, the Company agrees to implement a new Group 640

classification for the purpose of consuming the majority of remaining EWIS statement of work.

8. It is agreed that all contractor-supported training associated to the independent performance Robot Operation and Technical Support (Production and Skilled Trades) shall be completed no later than 7 months from the date of ratification of the collective agreement. The union will be provided with a comprehensive training plan by the company 30 days after ratification of the collective agreement.
9. All NCR's, snags and SNC's are written by local 112 Quality by end of contractor burndown schedule as listed herein (November 2021).
10. Any grievances connected to this matter will be addressed through the regular grievance procedure on a case-by-case basis within the zone from where the issue arose.



**Fig. 1 Complimentary Workforce Toronto Model (Local 112)**

#### **45. Letter of Understanding RE: Pearson Geographical Districts**

During 2021 collective bargaining, the Parties discussed the likelihood of Pearson's factory layout being such that the number of districts/zones will be different than that of those currently at Downsview. It is therefore agreed that the parties to this renewal agreement will meet and determine, before the expiry of the current union term in May 2023, how the efficiencies brought about by a demonstrable reduced factory footprint or committee attrition can contribute to a more efficient definition of required representation within these districts/zones. Any modification of union representation, should this occur, will need to be by mutual consent and cannot exceed more than 1 representative.

## **LETTERS OF AGREEMENT**

### **1. DOWNSVIEW Q400 PROGRAM PLANNING**

WHEREAS the Employer has completed a transaction on the final sale of the Downsview lands containing all current operations for Bombardier Aerospace, Toronto;

AND WHEREAS notwithstanding any other provisions in the Local 112 Collective Agreement, the parties hereby intend to work together collaboratively over the course of the collective agreement to address issues related to the Q400.

THEREFORE, in order to properly support the transfer of operations currently in scope at the Downsview facility, the parties agree to meet to formally discuss the transition of any/all employee movement from the Downsview facility and to defer any/all discussions until such time that there is sufficient clarity with regard to the future location of the Q400 program and potential timing of the move.

The Company agrees to voluntarily recognize the Union as the sole and exclusive bargaining agent at the new Q400 facility. In consideration of this recognition, the Union agrees that this satisfies all obligations arising from Letter of Understanding #17 – Work Commitment.

### **2. DOWNSVIEW GLOBAL 5000/6000/7500 PROGRAM PLANNING**

WHEREAS the Employer has completed a transaction on the final sale of the Downsview lands containing all current operations for Bombardier Aerospace, Toronto;

AND WHEREAS notwithstanding any other provisions in the Local 112 Collective Agreement, the parties hereby intend to work together collaboratively over the course of the collective agreement to address issues related to the Global 5000/6000/7500.

THEREFORE, in order to properly support the transfer of

operations currently in scope at the Downsview facility, the parties agree to meet to formally discuss the transition of any/all employee movement from the Downsview facility and to defer any/all discussions until such time that there is sufficient clarity with regard to the potential timing of the move of the Global 5000/6000/7500 program to the new facility.

The Company agrees to voluntarily recognize the Union as the sole and exclusive bargaining agent at the new Global 5000/6000/7500 facility.

In consideration of this recognition, the Union agrees that this satisfies all obligations arising from Letter of Understanding #17 – Work Commitment.

### **3. WING WORK, PREP & OPS TO TORONTO SITE**

Between

Unifor Local 112 (the Union)

And

Bombardier (the Company)

WHEREAS the Company had reached previous agreements with the Unifor on the introduction of Wing Work (Flight Controls) from Red Oak Texas to the Toronto Site under specific terms and conditions;

And WHEREAS the Company and Unifor, as part of 2021 Collective Agreement discussions, have agreed to a process by which both Wing and Prep and Ops will be permanently consolidated into the Toronto statement of work, resulting in an estimated initial increase of approximately 57 jobs at the Toronto Site.

And WHEREAS the ongoing ability of Toronto to secure this work is premised on our ability to demonstrate operational efficiencies;

THEREFORE, the parties hereby agree as follows:

**11. Vending Machine Management:** The parties have agreed to the implementation of Vending Machine Management of consumables, DNR and certain other hardware within year one of the renewal collective agreement. Consumables such as drill bits, reamers, etc. will be managed through vending machines and stocked by a third-party supplier, while stocking of DNR bins are to be completed by current hardware supplier (Wesco). Efficiencies through this initiative are expected to be derived from a 4-person 596 reduction associated to existing consumable stores and line-side logistics. This reduction will be offset by an identical increase in 596 associated to additional handling of parts connected to Wing. It is understood that the implementation of Vending Machine inventory management is not intended either now or in the future to be a disciplinary process in instances where employees are required to consume supplies above the understood normal amount.

**12.825/970 Amalgamation:** It is understood that beginning January 1, 2022, these roles will be incrementally blended in order that a new, single 975 Classification entitled "Aircraft Inspector" be created. It is expected that this amalgamation will result in an eventual net decrease of approximately 5 inspection jobs; however, this reduction will be offset by an identical increase in inspection jobs associated to Wing. Candidates within the current 825 and 970 classifications will be granted access to cross training in advance of the amalgamation under the following conditions:

- Cross training will be initiated within the current population of 825 and 970 classifications by volunteer and then by reverse seniority thereafter. The Union will be provided a detailed cross-training plan in advance of the deployment of such training.
- Upon successful completion of required training, 825 employees will be advanced to the Group 9 (975) wage rate.
- All employees that have vested rights in either the 825 or 970

classifications are eligible for recall by plant-wide seniority to the 975. Once recalled, will be provided with the appropriate cross-training.

No additional job loss will result from the amalgamation as described above; however, the Company is not prevented from implementing any regular surpluses associated to learning curve or other budgetary requirements.

#### **4. Blended Recall List**

Between  
Unifor and its Local 112  
(hereinafter collectively referred as the “Union”)  
And  
Bombardier Inc.  
(hereinafter referred as “Bombardier”)  
And  
DeHavilland Aircraft of Canada Limited  
(hereinafter referred as “Dehavilland” or “DH”)

(Hereinafter collectively referred as the “Parties”)

WHEREAS the Parties (or their predecessors) entered into an agreement (the “Transition Agreement”) dated May 22, 2019 involving the transfer of certain employees from Bombardier to DeHavilland on June 1, 2019;

AND WHEREAS the Transition Agreement provided, in paragraph 7, commitments to defined group of DeHavilland employees who had been transferred from Bombardier and whereas the only remaining employees’ rights are those extended to the those on the “Nominal Junior List” as defined in the Transition Agreement and as listed on the attached Schedule A;

AND WHEREAS DeHavilland has ceased manufacturing operations at its Downsview facility but has not confirmed a transfer of operations nor transferred operations as defined under the Transition Agreement;

AND WHEREAS the Parties wish to clarify the administration and application of the Bombardier Blended Recall List provided by the Transition Agreement as part of the renewal of their collective bargaining agreement;

THEREFORE, the Parties now agree as follows:

1. The preamble forms an integral part hereof.
2. It is agreed that the DH employees on the above-mentioned "Nominal Junior List" and listed on the attached Schedule A ("Eligible DH Employees") who have been or are on a layoff from DH exceeding thirteen consecutive (13) weeks may exercise their right to be placed on a Bombardier Blended Recall List.
3. It is understood by the Parties that the Bombardier Blended Recall List means a list formed at such time there is a recall at Bombardier that constitutes a combination of both seniority lists of laid off Bombardier employees and Eligible DH Employees (the "Bombardier Blended Recall List"). Placement on the Bombardier Blended Recall List is not a guarantee of future employment.
4. At such time there is a recall at Bombardier, the most senior employee on the Bombardier Blended Recall List with vested rights in the classification will be recalled and, if an Eligible DH Employee, such Eligible DH Employee will be given the following election, which is provided on a one time basis only. Once a decision is provided by the Eligible DH Employee in accordance with this provision, the Eligible DH Employee shall have no right to change his or her mind or defer in any manner:
  - a. Accept immediate recall at Bombardier; or
  - b. Refuse or ignore the offer to be recalled at Bombardier and remain on the DH seniority list.
5. Until an Eligible DH Employee makes the election to be effectively recalled at Bombardier under Paragraph 4a)



above, the Eligible DH Employee will not forego his or her rights under the applicable collective bargaining agreement with DeHavilland including any right of recall or to receive severance (the "Collective Agreement Rights"). However, should an Eligible DH employee, at any time, accept severance from DeHavilland, retire, resign or his or her employment be terminated for any reason, such Eligible DH Employee will be automatically and immediately removed from the Bombardier Blended Recall List and will forego any right of recall at Bombardier.

6. If an Eligible DH Employee makes the election under Paragraph 4a) above, it is agreed and understood by the Parties that the Eligible DH Employee will then forego all claims by virtue of any Collective Agreement Rights against DH, including any claims to severance as the Eligible DH Employee will become an active employee of Bombardier. Once an Eligible DH Employee has been recalled and confirmed their election to become an active employee of Bombardier, they will be placed on the Bombardier seniority list for all future purposes as if there had been no break in seniority. For clarity, and as it applies to this agreement specifically, it is only if and when recalled to active work at Bombardier that an Eligible DH Employee will become an employee of Bombardier.
7. If an Eligible DH Employee laid off from DeHavilland for less than thirteen (13) consecutive weeks is recalled at DeHavilland, such Eligible DH Employee will not be eligible to exercise the right to be placed on the Bombardier Blended Recall List as provided by paragraph 2 above. However, such Eligible DH Employee will be eligible to be placed on the Bombardier Blended Recall List if subsequently laid off for a period exceeding thirteen (13) consecutive weeks.
8. It is understood between the Parties that Eligible DH Employees cannot exercise a right of recall at Bombardier

if Bombardier recalls employees following layoffs of a period not exceeding thirteen (13) consecutive weeks.

9. The Bombardier Blended Recall List will cease to exist upon the resumption of DH's manufacturing operations within the scope defined in Section 2 of the collective bargaining agreement between the Union and Dehavilland and any and all Eligible DH Employee will have no right of recall at Bombardier under this agreement or otherwise whether on the Bombardier Blended Recall List or not.
10. This agreement will be appended to, and will form part of both the Bombardier and DeHavilland renewed collective bargaining agreements. The dispute settlement procedure provided in the Transition Agreement shall apply to any disputes arising in relations to or connection with this agreement.

## 5. Pension

July 30, 2021

Shane Wark  
Assistant to the National President – UNIFOR  
115 Gordon Baker Rd  
Toronto, ON M2H 0A8

Dear Shane,

This letter addresses Bombardier’s commitments toward a defined group of deHavilland employees as discussed and agreed to in bargaining:

**WHEREAS** the Parties (or their predecessors) and DeHavilland Aircraft of Canada Limited (“DeHavilland” or “DH”) entered into agreements (the “Transition Agreements”) dated May 22, 2019 involving the transfer of certain employees from Bombardier to DeHavilland on June 1, 2019;

**AND WHEREAS** the Transition Agreements provided, in paragraph 7, commitments to a defined group of DeHavilland employees who had been transferred from Bombardier on June 1, 2019 and whereas the only remaining employees’ rights are those extended to those on the “Nominal Junior List” as defined in the Transition Agreements and as listed on the attached Schedule A;

**AND WHEREAS** DeHavilland has ceased manufacturing operations at its Downsview facility but has not confirmed a transfer of operations nor transferred operations as defined under the Transition Agreement;

**AND WHEREAS** the Parties and DeHavilland entered into an agreement on July 29, 2021 providing for the administration of the “Bombardier Blended Recall List” as defined under such agreement (the “Recall Agreement”);

**AND WHEREAS** the Parties have entered into this agreement in the context of the renewal of their collective bargaining agreement and wish to set out the terms and conditions thereof;

**THEREFORE**, the Parties now agree as follows:

1. The preamble forms an integral part hereof.

2. It is agreed that those DeHavilland employees who i) have been transferred from Bombardier to DeHavilland on June 1<sup>st</sup>, 2019; and ii) become eligible to an unreduced pension during the life of the 2021-24 collective agreement between the Parties (the “Eligible DH Employee”), will have access to the following:

a) Any Eligible DH Employee who elects to retire under the applicable DeHavilland pension plan in effect at that time (the “DH Pension Plan”), subject to and in accordance with the terms of the DH Pension Plan, may make, and Bombardier will accept, a request to be administratively recalled by Bombardier for the sole purpose of being reinstated as a member under the applicable Bombardier Pension Plan. Upon any such employees providing proof of their retirement from DH and Bombardier accepting their request to be reinstated for retirement purposes at Bombardier (the “Retiring DH Employee”), the following will occur:

(i) the Retiring DH Employee will be retired from DH for the purposes of pension and non-pension post-retirement benefits, which shall be provided through DH’s applicable non-pension post-retirement benefit plan in a manner consistent with paragraph 9(iv) of the Transition Agreements. For purposes of clarity, a Retiring DH Employee will not be entitled to any non-pension post-retirement benefits from Bombardier.

(ii) The Retiring DH Employee will be administratively recalled as an employee of Bombardier for a period of one (1) day during which they will not be paid but will accrue seniority with Bombardier within the meaning of the applicable Bombardier Pension Plan. As such, the Retiring DH Employee shall be reemployed for the sole

purposes of being reinstated by Bombardier as a member within the meaning of the applicable Pension Plan, and such Retiring DH Employee will then retire from Bombardier.

(iii) The monthly benefit rate applicable to these employees will be 83\$/year of service for Production and 673 employees, consisting of current monthly benefit rate of 80\$/year of service plus an additional 3\$/year of service provided under this agreement, and 90\$/year of service for Skilled Trades employees, consisting of current monthly benefit rate of 87\$/year of service plus an additional 3\$/year of service provided under this agreement. For clarity, this monthly benefit rate will apply to all years of credited service under the Bombardier Pension Plan accrued at Bombardier for the period prior to their transfer to DeHavilland.

b) For clarity, any and all costs and claims for non-pension post-retirement benefits will be the sole responsibility of DeHavilland. The Retiring DH Employee shall be entitled to pension benefits accrued under each of the Bombardier Pension Plan and DH Pension Plan, as applicable, but the Retiring DH Employee's service with DH shall be taken into account for purposes of determining eligibility for an unreduced pension under the Bombardier applicable Pension Plan.

3. This agreement will be appended to, and will form part of the Parties' renewed collective bargaining agreements.

Sincerely,

A handwritten signature in black ink, appearing to read "John Belton". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

John Belton  
Practice Leader, Labour Relations

I confirm I have reviewed the above and am in agreement on behalf of the Local and National Union:

A handwritten signature in black ink, appearing to read "Shane Wark". The signature is in a cursive style with a horizontal line underneath.

---

Shane Wark, Assistant to the National President  
UNIFOR

## **MEMORANDUM OF UNDERSTANDING**

1. For the purpose of vacation and pension credits, those employees who went on strike as at February 22, 1985, shall not lose such service.

For the purpose of vacation and pension credits, those employees who went on strike as at June 23, 1987, shall not lose such service.

### **2. 7000/8000 Final Assembly work at the Toronto Site**

The Company agrees to bring the 7000/8000 Final Assembly work to the Toronto Site based on agreements being reached on the following items:

1. AES
2. Training
3. Complimentary Workforce
4. Product Verification Authority (PVA)

### **AES (Achieving Excellence System)**

Notwithstanding any provisions of the CA the Union agrees to the Implementation of the Bombardier AES and for all Employees to participate.

### **Training**

*The intent of the Parties is to increase the level of competencies for all employees.* Notwithstanding any other provisions of the CA the parties agree to participate in the development, implementation and delivery of Training as follows:

College training

- Will be delivered by a 3<sup>rd</sup> Party.

Learning Centre

- Incubator/Simulator can be delivered by the Union Trainers and the Company or a 3<sup>rd</sup> Party (The 3<sup>rd</sup> Party Training will be defined by the Joint Training Committee).

On the Job Training

- Will be delivered by Unionized Employees.

### **Complimentary Workforce**

The parties have agreed that the Company may use

complementary labour to meet its operational needs on the introduction/ramp up of the 7000/8000 Final Assembly Line. It is understood that this will become the model for the introduction/ramp up of future programs.

This complementary labour will be composed of employees hired by an external agency, which will include future retirees and Temporary employees. The people working for the agency for a period of 112 Days (excluding retirees) will be automatically considered as temporary employees. The complementary workforce cannot exceed eleven percent (11%) of the Permanent Operational Workforce (Ref Fig 1).

The parties will get together six (6) times a year, namely in June, August, October, December, February and April in order to evaluate the level of complementary labour.

When the complementary labour exceeds eleven percent (11%) following the above-mentioned evaluation, the agency employees in excess will become immediately permanent (excluding retirees), without any probation period unless the normal probation period for a permanent employee is not completed.

Agency employees cannot be assigned to day shift, unless no regular permanent employee shows interest in working on this shift. However, they can be assigned to the shift for familiarization purposes for a period of maximum 3 weeks, one time only.

Complimentary workers have no right to work overtime, unless no other permanent employee's in the classification are available.

In case of layoff, the parties agree that no permanent employee is laid off as long as there are Complimentary employees present in the Plant.

It is the intent of the Company not to circumvent the layoff provisions in the collective agreement.

It is understood that the Agency employees shall have no rights under the collective agreement.

It is understood by the parties that the terms and conditions for the temporary employees shall be the following:



A. Salary Scale – will be eligible to the probationary employee salary scale of the present collective agreement with the maximum salary progression up to 87%.

B. Group Insurance – Not eligible.

C. A list of Complimentary Workers will be provided to the Plant Chairperson upon request.

D. Application of the Collective Agreement- affected by all clauses, with the following exceptions:

- Layoff/Recall – Article #22
- Job Postings – Article #20 General Provisions- Article #18
- WSIB advances – Schedule “A” Article 13
- Overtime Guidelines – Letter of Intent #32
- Permanent Off Shifts – Letter of Understanding #10
- Temporary Layoff – Letter of Intent #43
- Union Leave of Absence – Article #29.03B
- Restructuring – Article #14
- Work Commitment – Letter of Understanding #17
- Letter of Intent #32
- Seniority – Article #17, #23
- Paid Educational Leave – Letter of Understanding #7
- Temporary Reassignment – Article #19
- Lead Hands – Article #21
- Work Parties – Schedule B Article #12;Letter of Intent #21

It is understood by the parties that the terms and conditions for the Agency Workers will not be negotiated between the parties but defined by the Agency only.

\*Skilled Trades are exempt from the Complimentary workforce.

## **PVA (Product Verification Authority)**

Notwithstanding any provisions of the collective agreement, the parties agree to the introduction of “Product Verification Authority” system, where all employees will be responsible for Quality in every aspect of their job functions, inclusive of all related standards, processes and procedures, with the intent for all employees to achieve their highest potential level of competency.

As a result of the implementation of PVA, no Inspection Jobs will be lost unless due to Rate Changes or Natural Attrition.

*Note: PVA applies in the S-311 and S-202 classification*

.....  
Martin Tessier  
Director Human Resources  
Toronto

### **3. Q400 Program Competitiveness**

During the 2015 negotiations, the parties had considerable discussions with respect to the development and increased competitiveness of the Q400 program.

Despite the parties willingness to discuss further, the time constraints of negotiations dictated that this matter be deferred to the post negotiations period.

Accordingly, the parties agree that during the duration of the collective agreement, senior officials of the Company, the Unifor Union and the Locals will meet to further explore the development and increased competitiveness of the Q400 program.

Such meetings will commence as soon as Bombardier will have progressed with their assessment of the competitiveness of the Q400 with the intention of concluding a mutually acceptable arrangement to address these challenges.

**APPENDIX II**  
**BOMBARDIER AVIATION AND UNIFOR LOCAL 112**  
**AIRCRAFT TRADES TRAINING PROGRAM**

**AIRCRAFT TRADES TRAINING**

These training programs will be called “Aircraft Trades Apprenticeships” and referred to in this Agreement as “Apprenticeships” for the purpose of allowing the graduate trainee to receive registered papers from the department of Labour. The term Aircraft Trades Apprenticeship is not to be confused with the UNIFOR. Indentured Skilled Trades program.

**TRAINING PROGRAM – PRODUCTION CLASSIFICATIONS**

**Purpose:**

The purpose of this Training Program is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient workers at the conclusion of the training period.

**Committee:**

Committee shall mean the Joint Training Program Committee. The Committee shall be composed of two members appointed by the Company and two members from the Bargaining Committee as selected by Local 112.

**Responsibilities of Committee:**

The Committee shall be responsible for the establishment of the training schedules, credits for previous experience, standards, selection of trainees, and the method of administering, monitoring and modifying the program as required.

**Applications:**

The application for the positions of trainees will be through the job posting procedure. All qualified applicants (see eligibility requirements) will be tested for acceptability by the Committee. Applications of successful applicants will be submitted to the Committee for selection review.

## **ELIGIBILITY REQUIREMENT**

To be eligible for an aircraft trades apprenticeship the applicant must:

- (a) Have a minimum of 12 months in a Group 5 classification in the flow chart of the trade to be apprenticed in or have an acceptable level of prior work and/or institutional experience.
- (b) Pass a mathematics aptitude test as determined by the Committee.
- (c) Show a competent level of dexterity on mechanical aptitude test.
- (d) Not presently, or have been, an apprentice/trainee in the last year.
- (e) Must pass a “Basic Job Knowledge Test” to establish that the student has the required theoretical knowledge to apply himself to the training curriculum.

Exceptions to these requirements will be made by the Company upon recommendation of the Committee.

## **WAGES**

Wages are based on the job rate of the classification the apprentice is training for. The apprentice will also receive cost of living and any improvement factors.

### **Group A-6**

Level 1 – 1st 1,000 hours – not less than 80% of the mechanic’s wage rate.

Level 2 – 2nd 1,000 hours – not less than 85% of the mechanic’s wage rate.

Level 3 – 3rd 1,000 hours – not less than 95% of the mechanic’s wage rate.

Wage rates adjusted to the first full day of next level.

## **SENIORITY**

The apprentices will exercise seniority in their own group. For example, if there are four apprentices in the trade such as “Sheet

Metal” and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.

– At the end of the program, the apprentice will maintain normal plant seniority and will be classified in the trade for which he/she apprenticed.

– During apprenticeship, if apprentice is laid off due to lack of work, he/she will be permitted to move back into his/her previous flow chart with accumulated plant seniority while on apprentice training.

– An apprentice laid off will maintain recall rights to his/her apprenticeship program for a period of 2 years.

The ratio of apprentices to mechanics shall not exceed one (1) apprentice to each twelve (12) mechanics in the trade in which they are apprenticed. If layoffs become necessary, apprentices shall be laid off to maintain the same ratio. Upon recommendation by the Committee, the ratio may be varied to accommodate trades without sufficient mechanics to accommodate the number of apprentices required.

## **DISCIPLINE**

The Company may take disciplinary action but must notify the Committee. The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

- (a) Inability to learn;
- (b) Unreliability;
- (c) Unsatisfactory work;
- (d) Lack of interest in his/her work or education;
- (e) Improper conduct;
- (f) Failure to attend classroom instruction regularly.

## **ACADEMIC TRAINING**

(a) Each will be required to attend scheduled training. This will

be, (1) on Company Premises/Night School, (2) In-house training conducted on Company time with full wages, or (3) night school, the cost of which will be paid by the Company, no wages will be paid unless it occurs during his/her normal shift.

(b) Ninety percent (90%) school attendance must be maintained. If attendance is less than ninety (90%) due to illness and the apprentice is able to pass all tests, the Committee may recommend he/she continue in the program.

(c) If test is required, a mark of sixty-five percent (65%) is deemed a pass unless the Committee deems a lower mark is acceptable. (The Committee cannot deem a mark of less than fifty-five percent (55%) a pass.)

### **COURSE OUTLINE**

(a) The apprentice shall work the normal shop hours and be subject to off shifts.

(b) Apprentices may work overtime provided the ratio is maintained. Only actual hours worked will be credited to their apprenticeship.

(c) All Level 6 apprenticeship programs shall be 3,000 hours in duration.

(d) The first 300 hours will be a probation period.

(e) During the apprentice's time in each shop, he/she may be assigned to work with a mechanic for a portion of each work week.

(f) Each apprentice will be given a training curriculum of each function to be covered in their training.

(g) The curriculum for each related occupation as designated by the Committee will outline all the functions that must be performed to be able to do the job in that classification.

(h) The Committee may substitute time from one training function to another based on performance as long as all the related occupations curriculum have been met, and passed.

(i) Oral and written proficiency tests prescribed by the Committee must be passed with sixty-five percent (65%) standing. The test

will be based on the training curriculum. Failure to finish all functions and/or sixty-five percent (65%) in verbal and written test may result in termination of the apprentice from the program.

(j) A test may be required at the end of each training stage.

## **CREDIT**

If the apprentice has served in more than the one related classification or proven related academic or job experience, the apprentice can be given up to a 1,000 hour (6 months) credit by the Committee. This credit is to be evaluated in the apprentice's second term.

## **PROGRAM ADMINISTRATION**

The Supervisor of Apprentices in agreement with the Committee, shall prepare adequate record forms to be filled in by the Supervisor of the area where the apprentice is being trained. The reports will be submitted to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.

Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the Supervisor of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the pre-determined schedule of work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their approval at the next meeting.

## **APPRENTICESHIP AGREEMENT**

"Apprenticeship Agreement" shall mean a written agreement between the Company and the person employed as an apprentice and his/her parent or guardian (if he/she is a minor), which

agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

The following shall receive copies of the Agreement:

1. The Apprentice
2. The Company
3. The Committee
4. The Registration Agencies
5. The Local Union

## **CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

Upon completion of the apprenticeship under these Apprenticeship Standards, the Supervisor of Apprentices will recommend to the Industrial Training Branch, Ontario Department of Labour that a certificate, signifying completion of the apprenticeship, be issued to the apprentice. No certificates will be issued by the Apprenticeship Branch, Ontario Department of Labour unless recommended by the Committee.

## **AGREEMENT REVIEW**

In order to facilitate the purpose of this program, amendments may be proposed by the Committee, the Company or the Local 112 UNIFOR. Any misunderstandings or non-agreement of the Committee on any issues not clarified in this Agreement will be submitted to Labour Relations and the Union Bargaining Committee for resolution.

## **AIRCRAFT TRADES TRAINING PROGRAM II** **AIRCRAFT TRADES TRAINING**

These training programs will be called “Aircraft Trades Apprenticeships” and referred to in this Agreement as “Apprenticeships” for the purpose of allowing the graduate trainee to receive registered papers from the Department of Labour. The term Aircraft Trades Apprenticeship is not to be confused with the National UNIFOR. Indentured Skilled Trades program.



## **TRAINING PROGRAM – PRODUCTION CLASSIFICATIONS**

### **Purpose:**

The purpose of this Training Program is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Company of proficient workers at the conclusion of the training period.

### **Committee:**

Committee shall mean the Joint Training Program Committee. The Committee shall be composed of two members appointed by the Company and two members from the Bargaining Committee as selected by Local 112.

### **Responsibilities of Committee:**

The Committee shall be responsible for the establishment of the training schedules, credits for previous experience, standards, selection of trainees and the method of administering, monitoring and modifying the program as required.

### **Application:**

The application for the positions of trainees will be through the job posting procedure. All qualified applicants (see eligibility requirement) will be tested for acceptability by the Committee. Applications of successful applicants will be submitted to the Committee for selection review.

## **ELIGIBILITY REQUIREMENTS**

To be eligible for an aircraft trades apprenticeship the applicant must:

- (a) Have a minimum of 12 months in a Group 5 classification in the flow chart of the trade to be apprenticed in or have an acceptable level of prior work and/or institutional experience.
- (b) Pass a mathematics aptitude test as determined by the Committee.
- (c) Show a competent level of dexterity on mechanical aptitude test.

- (d) Not presently, or have been an apprentice/trainee in the last year.
- (e) Must pass a “Basic Job Knowledge Test” to establish that the student has the required theoretical knowledge to apply him/herself to the training curriculum. Exceptions to these requirements will be made by the Company upon recommendation of the Committee.

## **WAGES**

Wages are based on the job rate of the classification the apprentice is training for. The apprentice will also receive cost of living and any improvement factors.

### **Group A-7 & Group A-8**

Level 1 – 1st 500 hours – not less than 80% of the wage rate for the trade apprenticed in.

Level 2 – 2nd 500 hours – not less than 85% of the wage rate for the trade apprenticed in.

Level 3 – 3rd 500 hours – not less than 95% of the wage rate for the trade apprenticed in.

### **Group A-6/8**

Level 1 – 1st 1,000 hours – not less than 75% of the wage rate for the trade apprenticed in.

Level 2 – 2nd 1,000 hours – not less than 80% of the wage rate for the trade apprenticed in.

Level 3 – 3rd 1,000 hours – not less than 90% of the wage rate for the trade apprenticed in.

Wage rates adjusted to the first full day of next level.

## **SENIORITY**

- (a) The apprentices will exercise seniority in their own group. For example, if there are four apprentices in the trade such as “FLIGHT SERVICE” and a reduction in this number is required due to lack of work, the first hired or classified as an apprentice shall be the last laid off and the last laid off shall be the first to be reinstated.

- (b) At the end of the program, the apprentice will maintain normal plant seniority and will be classified in the trade for which he/she apprenticed.
- (c) During apprenticeship, if apprentice is laid off due to lack of work, he/she will be permitted to move back into his/her previous flow chart with accumulated plant seniority while on apprentice training.
- (d) An apprentice laid off will maintain recall rights to his/her apprenticeship program for a period of two (2) years.
- (e) The ratio of apprentices to the trade shall not exceed one apprentice to each twelve (12) employees in the trade in which they are apprenticed. If layoffs become necessary, apprentices shall be laid off to maintain the same ratio. Upon recommendation by the Committee, the ratio may be varied to accommodate trades without sufficient employees to accommodate the number of apprentices required.

## **DISCIPLINE**

The Company may take disciplinary action but must notify the Committee. The Committee shall have the authority to recommend discipline and/or cancellation of the apprenticeship agreement of the apprentice to the Company at any time for cause such as:

- (a) Inability to learn;
- (b) Unreliability;
- (c) Unsatisfactory work;
- (d) Lack of interest in his/her work or education;
- (e) Improper conduct;
- (f) Failure to attend classroom instruction regularly.

## **ACADEMIC TRAINING**

- (a) Each will be required to attend scheduled training. This will be (1) on Company Premises/Night School, (2) in-house training

conducted on Company time with full wages, or (3) Night school, the cost of which will be paid by the Company; no wages will be paid unless it occurs during his/her normal shift.

(b) Ninety percent (90%) school attendance must be maintained. If attendance is less than ninety percent (90%) due to illness and the apprentice is able to pass all tests, the Committee may recommend he/she continue in the program.

(c) If test is required, a mark of sixty-five percent (65%) is deemed a pass unless the Committee deems a lower mark is acceptable. (The Committee cannot deem a mark of less than fifty-five percent (55%) a pass.)

### **COURSE OUTLINE**

(a) The apprentice shall work the normal shop hours and be subject to off shifts.

(b) Apprentices may work overtime provided the ratio is maintained. Only actual hours worked will be credited to their apprenticeship.

(c) Level 6 to Level 7 Apprenticeship Programs shall be 1500 hours. (Group A-7).

(d) Level 7 to Level 8 Apprenticeship Programs shall be 1500 hours. (Group A-8)

(e) Programs advancing a Level 6 directly to a Level 8 shall be 3000 hours. (A-6/8)

(f) The first 300 hours will be a probation period.

(g) During the apprentice's time in each shop, he/she may be assigned to work with an employee in the trade for a portion of each work week.

(h) Each apprentice will be given a training curriculum of each function to be covered in their training.

(i) The curriculum for each related occupation as designated by the Committee will outline all the functions that must be performed to be able to do the job in that classification.

(j) The Committee may substitute time from one training function

to another based on performance as long as all the related occupations curriculum have been met, and passed.

- (k) Oral and written proficiency tests prescribed by the Committee must be passed with sixty-five percent (65%) standing. The test will be based on the training curriculum. Failure to finish all functions and/or sixty-five percent (65%) in verbal and written test may result in termination of the apprentice from the program.
- (l) A test may be required at the end of each training stage.

### **CREDIT**

If the apprentice has served in more than the one related classification or proven related academic or job experience, the apprentice can be given up to a 1,000 hour (6 months) credit by the Committee. This credit is to be evaluated in the apprentice's second term.

### **PROGRAM ADMINISTRATION**

The Supervisor of Apprentices in agreement with the Committee, shall prepare adequate record forms to be filled in by the Supervisor of the area where the apprentice is being trained. The reports will be submitted to the Supervisor of Apprentices on the work and progress of the apprentices under their supervision. These reports shall be submitted to the Committee for review.

Apprentices shall be under the general direction of the Supervisor of Apprentices and under the immediate direction of the Supervisor of the department to which they are assigned. The Supervisor of Apprentices is authorized to move apprentices from one department to another, in accordance with the pre-determined schedule of work training. Where an apprentice is retained unavoidably on a scheduled work process for a period longer than the maximum time scheduled for such work process, an explanation shall be sent to the Supervisor of Apprentices who will place it before the Committee for their approval at the next meeting.

## **APPRENTICESHIP AGREEMENT**

“Apprenticeship Agreement” shall mean a written agreement between the Company and the person employed as an apprentice and his/her parent or guardian (if he/she is a minor) which agreement shall be approved by the Supervisor of Apprentices and registered with the Registration Agencies.

The following shall receive copies of the Agreement:

1. The Apprentice
2. The Company
3. The Committee
4. The Registration Agencies
5. The Local Union.

## **CERTIFICATE OF COMPLETION OF APPRENTICESHIP**

Upon completion of the apprenticeship under these Apprenticeship Standards, the Supervisor of Apprentices will recommend to the Industrial Training Branch, Ontario Department of Labour that a certificate, signifying completion of the apprenticeship, be issued to the apprentice. No certificates will be issued by the Apprenticeship Branch, Ontario Department of Labour unless recommended by the Committee.

## **AGREEMENT REVIEW**

In order to facilitate the purpose of this program, amendments may be proposed by the Committee, the Company or the Local 112 UNIFOR. Any misunderstandings or non-agreement of the Committee on any issues not clarified in this Agreement will be submitted to Labour Relations and the Union Bargaining Committee for resolution.

## **APPENDIX III**

### **TRAINING PROVISION**

The success of the Company to compete in global markets and provide satisfying employment and career growth opportunities

will to a significant extent depend on our ability to increase productivity, adapt to new and changing technologies and broaden individual employee skills. This in turn will depend on our joint efforts to have in place programs to upgrade and expand employee job skills. For these reasons the Company has undertaken to improve its own approaches to training and development. The Company will commit the necessary resources to achieve the above through a process that will involve the Union in training needs assessment and training program development.

The training objective will be to enable employees at all levels and with due respect for their service credits and seniority, to acquire a wider range of skills in order to improve their job security and become more productive in their current jobs.

It is the Company's long term goal to cross train all employees within a job classification so as to enable them to perform all of the normal functions and duties required of that classification. It is recognized that one of the benefits of such cross training is to expand the pool of employees who would be available and able to perform required work within their work area. The parties will meet periodically to discuss the ongoing cross training.

He/she will develop objectives and procedures consistent with the scope of this Appendix.

The Union will be involved in a Joint Training Committee to identify:

- a) Training needs and
- b) Training program designs

and make recommendations to Management and employees for the improvement of employee skills and qualifications.

The composition of the Joint Training Committee will be determined locally by the Union(s) Executive and Management and will be in place not later than three months following ratification.

Training could include:

- Academic Upgrading

- Multi-skilling
- Occupational Health and Safety
- Apprenticeship
- Development of New Skills
- Laid Off Employee Training to enhance employment opportunities
- Programs could include:
  - WHMIS
  - Job Instruction Training
- Joint Committee members who require time from their regular schedule to attend approved Joint Committee activities will be paid for time so spent.





# 2021

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## August

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## November

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# 2022

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## June

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# 2023

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## January

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## December

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