

**COLLECTIVE AGREEMENT**

between

**ROLLS-ROYCE CANADA LIMITÉE**

and

**LOCAL LODGE 869**

**OF THE**

**DISTRICT 11**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**COLLECTIVELY THE « PARTIES »**

**2016-2020**

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## **Preamble**

The ultimate aim of all Parties to this collective agreement is to ensure that Rolls-Royce Canada becomes and continues to be a world leading manufacturing base and service provider by achieving customer satisfaction while respecting the values that Rolls-Royce Canada has always demonstrated, particularly by respecting seniority principle, the working conditions and quality of life of its employees.

Underpinning this will be the need to deliver products and services to customers on time, to the required level of quality and at a competitive cost.

In order to deliver those customer requirements the Company, the Union and all employees have the duty and responsibility to ensure that the committed adherence to the schedule is respected. This will require the teams to develop the competencies and notion of schedule adherence by promoting the continuous development of employees and in order to allow them to respond to the increasingly variable and unpredictable nature of the Maintenance, Repair & Overall environments.

The Parties are aiming for a partnership based on participation, and a relationship founded on mutual respect and trust, in order to promote long term employment and maintain a working environment in which employees are treated with dignity and respect, as well as offering employees the opportunity to gain individual fulfillment.

## **1.00 PARTIES TO THE AGREEMENT**

ROLLS-ROYCE CANADA LIMITED of the first part, hereinafter called the "**Company**";

and

LODGE 869 OF THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, District 11, of the second part, hereinafter called the "**Union**".

Collectively hereinafter called the "Parties".

## **2.00 RECOGNITION**

The Company acknowledges that Lodge 869 of the International Association of Machinists and Aerospace Workers has been certified by a Certificate of Recognition issued by "La commission des relations de travaux" as the sole bargaining agent for:

«all employees except persons employed as managers, superintendents, immediate supervisors, office employees, also the persons automatically excluded by the provisions of the Labour Code of the Province of Quebec» in the employ of Rolls-Royce Canada Limited, at the following locations: Main Plant, 9500 Côte-de-Liesse road, Lachine; facilities at 2100 Courval, Lachine, Verdun Test Bed, for collective bargaining purposes in conformity with the provisions of the Labour Code of the Province of Quebec.

The term "Company" as used in this article shall comprise the existing plant locations and in the event that during the term of this agreement, the Company transfers one or more of its present operations to a new location, within the Province of Quebec, the present agreement shall be extended to cover employees engaged in such operations.

### **3.00 NON-DISCRIMINATION**

#### **3.01 Discrimination, Union membership**

The Company and the Union recognize that no Rolls-Royce employee should suffer from any discrimination or intimidation because of their participation or non-participation in all Union activities. The Company and the Union also agree that all Rolls-Royce employees should not suffer from any form of discrimination or harassment due to their race, color, ethnic origin, citizenship, beliefs, sexual orientation, age, civil status, family status or handicap as set forth in the Charter of Human Rights and Freedoms and all legislation in force. The Company and the Union recognize their joint duty to promote a work place exempt of all forms of discrimination or harassment.

#### **3.02 Propaganda**

The Union and its members shall refrain from the use of propaganda of a nature which attacks the character or reputation of the Company, its officers or supervisory personnel.

The Company, its officers or supervisory personnel, shall refrain from the use of propaganda of a nature which attacks the character or reputation of the Union or its officers and members.

In these respects, it is recognized that the Union and the Company, as bodies, shall not be held responsible for the actions of individual employees.

### **4.00 MANAGEMENT PREROGATIVES**

The Parties agree that it is the exclusive right of the Company to determine its policies and to direct the enterprise, and that the Company retains all functions not specifically curtailed by this agreement. The Parties further agree that the Management of the Company shall retain its right to perform the following functions:

- Establish or modify production programmes or standards, avail itself of and utilize technological developments. The Company agrees that it must exercise the foregoing prerogatives in strict accordance with its obligations under this Agreement.

The Parties also agree that the management of the Company retains its right to employ, promote, lay-off, classify and add or remove shifts existing in the actual collective agreement to meet its production requirement. Management also have the right to transfer, discipline or discharge for just and sufficient proven cause any employee.

The Company agrees that the Union has the right to grieve against any alleged injustice arising from the exercise of the prerogatives outlined in the present article.

## **5.00 WORKING HOURS AND OVERTIME**

### **5.01 Working hours**

This clause defines the hours of work and provides the basis for the calculation of overtime for all hourly rated employees covered by this agreement, but shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. There shall be no alteration of working hour schedules except by agreement with the Union.

With the exception of the provisions of articles 5.19 and 17.13, there shall be no alteration of the following working hour schedules other than by agreement with the Union.

### **5.02 Work Schedule**

Within a team base environment, teams shall manage their work schedule in order to ensure the committed schedule is adhered to and delivery dates are always met, the team will ensure this obligation is met in all decisions to be made.

#### **a) Schedule adherence and team management**

The majority of the members of the team will start their shift within the starting times defined in paragraphs b) and c) (ex. Starting between 6h45 and 7h15 and ending between 15h05 and 15h30) however accordingly to production needs the team could agree start and finishing shift times different from those established for part of the team, after consultation with the manager. Regardless, employees will be working the required hours of their full shift.

In case of disagreement, the manager and the Union steward will meet with the team to help them resolve issues, if the disagreement persists, or when the proposed schedule does not meet the committed schedule adherence, the following schedule will apply;

#### **b) Regular shift – day, evening and night**

The working week will normally be of five (5) consecutive days, Monday to Friday inclusively for the day and evening shifts and four (4) consecutive days, from Monday night to Thursday inclusively for the night shift as follows:

- Day shift: 06h45 to 15h15 OR 07h15 to 15h45  
Thirty (30) minutes lunch break unpaid, paid for eight (8) hours  
If prior authorisation is granted for a personal or family situation, an employee working on day shift can work from 7h45 to 16h15.
- Evening shift: 15h00 to 23h00 OR 15h30 to 23h30  
Thirty (30) minutes lunch break paid, paid for eight (8) hours
- Night shift: 22h45 to 07h15 OR 23h15 to 07h45  
Thirty (30) minutes lunch break paid, paid for ten (10) hours.

The thirty (30) minutes duration of the lunch break shall include travel time from the work station to the cafeteria and back to the work station.

### **Arrival at work between the 1<sup>st</sup> and 2<sup>nd</sup> start time**

The employee will have the right to use one of the following options:

- i) To start his work at the second start time and complete his day at the second ending time.
- ii) To start his work upon his arrival with a pay cut equivalent to his lateness for the first start time and finish his day at the first ending time. In this case, the lateness will not be considered as absenteeism if the total number of lateness (after the first start time) does not exceed six (6) times or sixty (60) minutes, whichever comes first, during a period of twelve (12) months from January 1<sup>st</sup> to December 31<sup>st</sup>.

### **c) Weekend shift**

The working week on the weekend shift will be two (2) consecutive days of eleven (11) hours, Saturday and Sunday and one (1) shift of eight (8) hours either Friday on the day shift or Monday on the day shift or evening shift.

Saturday and Sunday,

- Start at 06:00
- End at 17h00
- Thirty (30) minutes lunch break paid and paid for fourteen and 67/100 (14.67) hours for each day.

Eight (8) hours worked on the Monday or the Friday; schedule as per article 5.02 b) and paid for ten and two thirds (10.66) hours.

The thirty (30) minutes duration of the lunch break shall include travel time from the work station to the cafeteria and back to the work station.

The Team, in collaboration with the manager, shall offer the choice of weekend schedule to employees competent on the required tasks for a period of twelve (12) weeks or less, on a voluntary basis in each occupation required, by seniority and competencies.

For employees who have seniority but have not acquired the required competency on the tasks to be accomplished, they may be assigned on day or evening shift for a period of twelve (12) weeks. The team will ensure to train these employees so they can acquire the required competencies for their integration on the weekend shift within a target period of twelve (12) weeks. In cases where, at the end of the twelve (12) weeks period the employee has not acquired the required competencies, the shop committee and the Company representatives will meet the team in order to determine the period of time required to complete the training.

Should there be an insufficient number of volunteer employees in a given occupation; the Company shall assign employees competent on the required tasks to the unfilled jobs, by reverse order of seniority for a maximum period of four (4) weeks.

The end of the twelve (12) week period is the same for the employee assigned or who volunteers for the week-end shift after the beginning of the period. The manager, in collaboration with the team will determine the number of employees by occupation to be assigned on weekend shift.

Weekend shift employees will be assigned by seniority on the eight (8) hour shift on Friday or Monday, and this assignment will remain unchanged for the duration of the twelve (12) week period.

The team, in collaboration with the manager, will not assign more than thirty-three (33%) of weekend shift employees to the Monday evening shift in each department. Other weekend shift employees will be distributed as equitably as possible between the Monday and Friday day shift.

#### **5.02.1 Registration of time**

- All employees must stripe in and out at the data collection point closest to their regular section of work.
- An employee will be considered ready to work after having striped in.
- Employees using the cafeteria services or their locker before work, are required to stripe in after leaving the cafeteria or return from their locker as applicable.
- Employees who have striped in after their start time will be considered as being late.
- Infraction of the above could result in loss of pay and persistent lateness will be subject to disciplinary measures.

#### **5.02.2 Notification - Unable to work**

When an employee is unable to report for work on his regular shift he must advise his manager or team, where applicable, before the beginning of his shift or as soon as possible.

#### **5.02.3 Supplementary hours**

Any overtime hours in excess of his regular shift will be remunerated with his manager's or team's approval, where applicable.

#### **5.02.4 Continuous coverage schedule between shifts**

As required, and in order to meet customer needs and ensure the committed schedule is adhered to, the Company will establish an availability calendar for three (3) accounting periods (A.P.) that will be posted two (2) weeks prior to the first accounting period. This calendar will identify the missing shifts which may be required to meet said needs and employee volunteers may provide their availabilities.

The Company reserves the right to determine the number of occupations, departments and competent employees required to staff the missing shifts that have been identified.

First, said needs will be staffed by competent employees on a voluntary basis. In the event that the number of employee volunteers is insufficient, the Company will assign competent employees by reverse order of seniority for a period of eight (8) hours notwithstanding the time limits specified by article 5.08.

A premium of one hundred fifty dollars (\$150) per day will be paid to employees identified and confirmed and who worked. A premium of one hundred dollars (\$100) per day will be paid to employees identified and confirmed but who did not work at the demand of the Company. Furthermore, no premium will be paid to an employee who does not report for this work shift.

The confirmation will be approved on Thursday in the same manner as weekend overtime as per article 5.16.1.

It is understood that this article 5.02.4 does not replace article 5.06.1 in any manner.

#### **5.03 Working hours - Stationary Enginemen**

Stationary Enginemen (Labour group code 42/-1) shall work twelve (12) hours per shift inclusive of a paid lunch break due to the necessity to maintain a continual operation of this type of work.

Working hours for this occupation shall be as follows:

Day shift: 07:00 to 19:00  
Evening shift: 19:00 to 07:00

Shift and overtime premium arrangements will be in accordance with Letter of Agreement No. 2 which is contained in Appendix "B" of the present collective agreement.

**5.04 Straight time**

An employee requested to work forty (40) minutes or less after the end of a regular shift shall be paid one (1) hour at straight time.

**5.05 Over time**

Overtime for all work schedules will be paid at time and three-fourths (1.75) for all hours worked in excess of the normal work week of forty (40) hours for employees on the day or evening shifts, thirty-four (34) hours worked for employees on the night shift and thirty (30) hours worked for employees on the weekend shift and for all hours worked on a statutory holiday. Annual vacation, statutory holidays, union leaves, full days off taken as per article 5.18.2, exit passes up to a maximum of three (3) or a total of five (5) hours per four week period (AP), bereavement leaves, personal days and preparatory retirement course will be considered hours worked.

Except for overtime worked directly before and after the shift, priority for overtime will go to employees on their day off (unscheduled day) from the department on the shift where the overtime occurs, who have accumulated the least overtime hours and are able to perform the work required.

**5.06 Call-In / Cellular / Pager / Minimum pay**

**5.06.1 Call-In / Minimum pay**

An employee called in to work at any shift other than his regular shift or on overtime, and having already left the factory, shall be paid for hours worked at applicable overtime rates or straight time for four (4) hours, whichever is the greatest. The employee must be available for a period of one (1) hour in order to be able to perform any other task that may occur in the occupation within said hour of work. However, the employee will not have to stay at work more than one (1) hour if the work he was called to do takes less time. In addition, he shall be paid one (1) additional hour at time and three quarters (1.75) to compensate for time spent travelling to and from the plant, if he had not been notified the previous day.

For clarity, this article will not apply whenever an employee present in the factory has the required competencies in or outside the occupation to perform any tasks that may take less than one (1) hour to complete. In the event that the work exceeds one (1) hour, a call-in payment will be made to the eligible employee according to the overtime list.

**5.06.2 Compensation**

Notwithstanding article 5.14.4 if an employee comes to work on overtime and is returned home because there is no work available, he will be remunerated a minimum of four (4) hours at the applicable rate.

**5.06.3 On duty (Cellular / Pager)**

Notwithstanding article 5.14.4, employees who are not assigned to a mobile repair party (M.R.P.) and who are required to carry a cell phone or pager on a voluntary base outside of standard working hours as stipulated in article 5.02 of the collective agreement will receive the following allowances:



Employee assigned to a full day Duty Roster, will be compensated \$20 per day;

A schedule will be prepared in advance to inform employees when they are on duty roster.

Employees will be designated on a voluntary basis during the holidays at the end and the beginning of a year.

The Company keeps the right to determine the number of employees, the occupations and the departments where employees on duty are required. In addition, this article does not replace in any way article 5.06.1.

There will be no duty roster assignments for employees during their vacation periods.

#### **5.07 Union monthly meeting**

Except by mutual agreement with the departmental Manager and the Shop Committee, overtime will not be requested at the same time as a Union monthly or general meeting.

Any employee working on the 2nd shift and wishing to attend the monthly general meeting must advise his Manager before the general meeting. He must also inform him at the same time if he wishes to complete his shift at the end of his regular working hours (maximum two (2) hours). In order to register his time, he must clock in his department after the general meeting.

#### **5.08 Refusal**

An employee shall have the right to refuse to work overtime, however in order to meet the committed schedule, the team will insure that the required overtime is assigned to the voluntary and competent employees within the team or competent employees outside the department or employees outside the classification who possess the required competencies and who have stamped the overtime form. Overtime hours refused shall be recorded if the employee would have been called according to the ranking.

In the event that it is impossible to identify a voluntary and competent employee to execute the work when applying the first paragraph, the manager shall have the right to assign the overtime work in reverse order of seniority to the competent employees for the job requirement on the regular overtime list by reverse order of seniority by shift for up to six (6) hours of work per four (4) weeks for each employee. Should such a situation involve a loss of money for the employee, the Company will reimburse him upon presentation of supporting documents.

An employee cannot be forced to work overtime before the beginning of his shift.

#### **5.09 Message - lateness or absence**

An employee unable to report for overtime work on a day off will leave a message on the voice mail of the manager on duty. The employee will notify the Company before the beginning of his shift. Any infraction of this requirement may result in disciplinary measures.

In addition, the confirmed overtime hours, will be recorded in double for all employees absent on overtime. In such a case, the Company will not be responsible to replace the employee (call-in).

When an employee is late or leaves early during overtime, he will advise the manager on duty or thereafter, his manager and he will see his ranking adjusted by double booking all the hours of overtime confirmed but not completed.

Moreover, it is understood that once overtime is confirmed for the holiday period, the available employees will be required to perform the hours for which they have stamped.

#### **5.10 Employee on probation or on a trial period**

An employee on probation or on a trial period (as per article 11.06) will not be requested to work overtime unless all the other employees on the regular overtime list or competent employees outside the department or employees outside the classification who possess the required competencies who have stamped the overtime form have been asked first.

On completion of the probation or trial period (as per article 11.06) an employee will be credited with the average overtime hours of his regular overtime ranking list or his actual overtime hours, whichever is the greater.

#### **5.11 Meal allowances and break periods**

There will be one (1) break period of ten (10) minutes, without salary loss on the regular eight (8) hour and eight and one half (8.5) hour shifts.

There will be two (2) break periods of fifteen (15) minutes, without salary loss, on the eleven (11) hour shift (Saturday and Sunday): one (1) in each half-period of work.

A paid break period of twenty (20) minutes shall be allowed to all employees who must work more than two (2) hours of overtime after their regular shift. This period will be taken after eight (8) or eleven (11) hours, depending on the work schedules. Furthermore, an additional break period will be allowed after three and one-half (3.5) hours and after five and one-half (5.5) hours of overtime. Furthermore, the employee will receive the indemnity below if the employee does at least six (6) hours of overtime.

If the overtime is worked before the regular shift, the manager and/or the team will plan the twenty (20) minute break period in the first hour of the regular shift.

Any employee not notified of overtime during his previous shift shall be provided with an indemnity if the overtime exceeds one (1) hour. The maximum amount of the indemnity will be \$15.50 added to his regular pay via a dedicated code in the SAP system. It is understood that this payment constitutes a taxable benefit.

#### **5.12 Allocation of Overtime**

##### **5.12.1 General Rules**

Within a team base environment, teams shall manage their overtime in order to ensure the committed schedule is adhered to and delivery dates are always met, the team will ensure this obligation is met in all decisions to be made relating to overtime.

- a) The team will define the overtime requirement and the manager will approve the proposed overtime before it is performed. The team will also agree on the process of overtime distribution, for competent employees on the tasks that are to be accomplished, on a fair basis within the department.

The ranking system will be maintained. If the team does not agree on a method or eventually disagree with the process, paragraph "b" will apply.

- b) In cases where the team cannot succeed at applying paragraph a) the following process will apply as well as articles 5.13, 5.14, 5.15 and 5.16;

The Company accepts to distribute fairly the overtime to competent employees, by occupation within each department.

i) In the event that a mistake would have occurred, the penalized employee will be offered the number of hours lost at a moment of his choice within the next three (3) months and these hours will be paid at double (2.0) time rate.

ii) In cases where the manager has been notified of the error before the overtime is performed, and that he does not correct the situation, the Company will compensate the employee at the recognized rate of overtime and register these hours accordingly. If more than one (1) employee has been bypassed and ranking is equal, then the seniority rule will determine which employee will be remunerated. Articles 5.06.1 and 5.14.4 will apply for overtime done on call-in.

Except for employees on CSST, employees on light duty or employees returning on job reintegration will not be considered for overtime, unless their medical restriction do not infringe on their ability to carry out the required tasks.

#### **5.12.2 Special Agreement**

Due to the highly specialized work performed in certain departments, an agreement may be arranged with the Shop Committee so that the above guidelines (reference article 5.12.1) may be more restricted, i.e. restricted to persons working in the same facility.

#### **5.13 Rules of Distribution**

##### **5.13.1 Availability Forms**

At the end of each week, a standard overtime availability list and standard call-in availability list for the following week will be posted for each shift in the affected department. Employees working on the weekend shift must indicate their availability by signing or stamping beside their name on the availability lists before the end of their shift Sunday. Employees must indicate their availability by signing or stamping beside their name on the availability lists. The Company will ensure that the availability lists are done in such a way that employees working on the weekend shift can indicate their availability on the shift of their choice.

When an employee is absent during the posting of the availability list, he has the responsibility to reach his manager or his team, where applicable, to declare himself available and he will have to make sure of the confirmation of his overtime.

If the Company needs to adjust its manpower after confirmation with one (1) or several employees, or if an emergency situation occurs during the normal working week and it was not possible to post the requirements in advance, the immediate supervisor will ask the availability of the competent employees who had already given their availability in ranking order and who are presently working on that shift.

##### **5.13.2 Ranking Principle**

###### **a) Ranking Principle without weekend shift**

When overtime is required during the weekend and statutory holidays, the principle of rank according to the shift will apply, except:

- whenever one (1) shift is required, the total ranking on the regular overtime list will be utilized;
- whenever two (2) shifts are required and there are three (3) shifts during the week, the regular third (3<sup>rd</sup>) shift overtime list will be integrated with said list for the first (1<sup>st</sup>) shift.

**b) Ranking principle for section with weekend shift.**

When overtime is required during the weekend the principle of rank within the shift will be applied, except:

- whenever one (1) shift is required, the total ranking of the employees on the weekly shifts on the regular overtime list will be asked;
- whenever two (2) shifts are required and there are three (3) shifts during the week, the regular third (3<sup>rd</sup>) shift overtime list will be integrated with said list for the first (1<sup>st</sup>) shift.

The employee working on the weekend shift will be considered as being on the first shift but he is allowed to indicate his availability for overtime during the week on the shift of his choice. If he cancels or refuses the overtime on the evening shift or the night shift those hours will not be registered.

**c) Ranking principle for statutory holidays.**

When overtime is required on a statutory holiday, the total ranking on the regular overtime list will be used when there is only one (1) shift. When two (2) shifts are required and there are three (3) shifts during the week, the regular third (3<sup>rd</sup>) shift overtime list will be integrated with said list for the first (1<sup>st</sup>) shift.

**5.13.3 Overtime Different Shifts and Outside Department**

If it is not possible to get the required number of competent employees by shift from the assigned overtime ranking list, the overtime will be given to competent employees on the regular list, regardless of shift, as long as continuation of work is maintained.

Afterwards, the overtime will be offered in order of ranking to other employees of the same occupation who stamped the overtime form taking into account their work shift, and thereafter the overtime will be offered to employees outside the classification who stamped the overtime form who have the required competencies.

**5.14 Registration of Time**

**5.14.1 Registration Method**

All overtime will be booked under one of the following codes:

- Worked or offered overtime
- Forced overtime
- Non Competent
- Non-eligible
- Alternate overtime listing
- Company Business
- Union Business
- Non eligible temporary supervisor

However, for overtime distribution purposes, the ranking will not take into consideration the following codes:

- Non competent
- Non-eligible
- Company Business

Overtime will be posted in each department in a location readily accessible to all. This record will be updated on a daily basis. However, the maximum hours booked if there is a refusal, will be:

- three and one-half (3.5) hours during the regular work week;
- eight (8) hours for days off and Statutory Holidays

#### **5.14.2 Mobile Repair Party (M.R.P.)**

The employee must submit his report of hours worked upon the first (1st) day of his return to work.

#### **5.14.3 Registration of Hours during Weekend**

Correction of hours worked or cancelled will be done after the weekend. The ranking cannot be affected before the correction is done.

#### **5.14.4 Call-In (CALL)**

The call-in is based on the last ranking taking into account the availability list. There will be only one try to reach an employee and no message will be accepted. Call-in hour will be registered in the computer system in accordance with article 5.06.1.

Supplementary hours worked are registered, the hour paid for travelling is not registered.

#### **5.14.5 Calculation of Hours - Time and three quarters (1.75)**

Hours will be rounded at the half (0.5) hour or inferior hour.

#### **5.15 Posting/Removal time**

##### **5.15.1 Removal time (Weekdays)**

The overtime availability form must be posted for at least two (2) hours and will be removed the day before the requisition for overtime at the time indicated below:

Day shift:	10h00
Evening shift:	20h00
Night shift:	03h00

##### **5.15.2 Removal Time (Weekend)**

The lists for the weekend will be removed on Thursday at 10h00 if there is only one (1) shift required, and at 10h00 and 20h00 if two (2) shifts are required. The distribution of overtime for the week-end (2, 3 or 4 days) will be done following the ranking established before the beginning of the day Thursday and according to the hours accumulated before 23h00 Wednesday for the weekend first day to be worked on overtime. For the following days, the rank will be adjusted in accordance with the registered hours of the day.

For the employees working on the weekend shift the availability list for during the week (from Tuesday to Monday) will be removed Monday morning.

### **5.15.3 Posting Time (Monday)**

The overtime availability form for Monday or Tuesday (if Monday is a holiday) will be posted for at least two (2) hours and will be removed at the time indicated above.

### **5.15.4 Signature**

The availability forms must be signed or stamped only by employees who want to work overtime or on call-in. The manager will treat missing signatures as a refusal or a lack of availability as the case may be.

### **5.15.5 Unable to Post**

If the overtime availability form cannot be posted, according to articles 5.15.1 and 5.15.3, the manager will ask the employees about their availability by ranking order.

## **5.16 Confirmation and Withdrawal**

### **5.16.1 Confirmation Time**

The confirmation of overtime will be made before 14h00 for the day shift, before 22h00 for the evening shift and before 05h00 for the night shift. This regular overtime list by ranking and by shifts will be posted in each affected department and will specify the time when the overtime is required, the work to do and the required number of employees.

For confirmation of overtime of employees assigned on the third (3<sup>rd</sup>) shift, they will have to call between 12h00 and 15h00 on Thursday, a telephone number that will be given to them by their manager or their team, where applicable, to confirm their weekend overtime.

The employee working on the weekend shift who gave his availability to perform overtime during the week and who wishes to revoke his availability must advise the manager on duty or his team (where applicable) before noon the day preceding the overtime. Furthermore he will have the responsibility to assure his confirmation by calling the manager on duty or his team, where applicable, after the overtime has been confirmed on each shift for which he has given his availability, and this the day before the overtime.

The confirmation of overtime will be made as follows:

- Week: the preceding day of the overtime requested;
- Weekend: Thursday according to the schedule as above.

The Company reserves the right to decide the number of employees by occupation.

### **5.16.2 Withdrawal during the normal working Week**

If one (1) or more employees decline their availability, the immediate manager and/or the team may in order to fill the number of persons previously required, offer the overtime to employees who had signed the availability list by first considering the competent employees in the department and thereafter, those competent employees in the same classification and thereafter, those competent employees outside the classification who have stamped the overtime form.

The Company reserves the right to cancel confirmed overtime.

### **5.16.3 Withdrawal during the Weekend shift**

If one (1) or more employees withdraw their availability for the weekend overtime, the manager and/or the team (where applicable) may communicate with the employees who had signed the availability list, by first considering competent employees of the department and thereafter, those competent employees in the same classification and thereafter, those competent employees outside the classification who have stamped the overtime form.

The Company reserves the right to cancel confirmed overtime.

### **5.17 Assistance with transportation**

The Company will assist employees working overtime to reach the nearest point of public transportation facilities.

### **5.18 Time Bank**

#### **5.18.1 Accumulation of Time**

Employees may choose to bank overtime hours worked as follows:

- a) One (1) hour will be banked for every overtime hour worked;
- b) Every hour banked will be accumulated at the applicable regular hourly rate when the overtime was worked;
- c) The overtime premium of three-quarters (3/4) times the hourly rate will be paid to the employee on his regular pay or may be banked at his request.
- d) There is no limit to the number of hours an employee can accumulate in his bank.

Employees may request to be paid for any outstanding hours banked at a time of their choosing. The request must be made to the Human Resources Department a minimum of two (2) weeks prior to the anticipated pay date.

Any outstanding hours in the employee's bank on December 9th will be paid out in the last pay period before December 15<sup>th</sup>, of each year.

#### **5.18.2 Utilization of Banked Time**

- a) Within a team base environment, teams shall manage their bank time in order to ensure the committed schedule is adhered to and delivery dates are always met, the team will ensure this obligation is met in all decisions to be made relating to bank time.
- b) In cases where the team cannot agree or where the committed schedule is not respected, the following will apply;

An employee, who wishes to take time off with the hours he has accumulated in his bank, must get the approval of his immediate manager at least twenty-four (24) hours in advance. Employees cannot take more than two (2) consecutive days off at a time. Furthermore, when an employee is authorized to leave the work place with an exit pass, he will see his bank reduced by the equivalent number of hours.

It is understood that no compensated day will be taken between June 1<sup>st</sup> and September 15<sup>th</sup>. However, the employer can authorize exit passes during this period.

Employees working on weekend shift may use their banked time only during their eight (8) hour shifts, either on Mondays or Fridays.

During the reference year (December 2<sup>nd</sup> to December 1<sup>st</sup> of the following year), a maximum of hundred and twenty (120) hours can be taken as time compensated.

#### **5.19 Emergency shut-down**

An employee who reports for work on his regular shift shall not be sent home before the expiration of half (.5) of his shift has been completed, except in the event of an emergency shut-down beyond the reasonable control of the Company. However, an employee will be paid for all regular scheduled hours if he has completed seventy-five percent (75%) of his shift. During this period, the employee shall perform such work as is assigned to him taking into consideration seniority and occupation or forfeit his rights under this article.

#### **5.20 Shift Rotation**

The Parties agree that the objective of this article is to allow employees with the most plant seniority to be exempted from shift rotation within each department.

##### **5.20.1 General Rules**

Within a team based environment, teams shall manage their shift rotation in order to ensure the committed schedule is adhered to and delivery dates are always met, the Team will ensure this obligation is met in all decisions to be made relating to shift rotation.

- a) The team will define the shift rotation requirement as well as how employees will be assigned on the different shifts. The manager will approve the solution proposed by the team before it is implemented.

All members of the team shall agree on the process. If the team does not agree on a method or eventually disagree with the process or when the committed schedule is not met, paragraph b) will apply.

In case of disagreement, the manager and the union steward will meet with the team and help at resolving issues.

- b) In cases were the Team cannot apply paragraph a), the following will apply:

On the eight (8) and eight and one-half (8.5) hour shift: when there are two (2) shifts, the rotation will be: one (1) period of rotation on first (1<sup>st</sup>) shift and one (1) period of rotation on second (2<sup>nd</sup>) shift by reverse order of seniority by occupation and classification.

When there are three (3) shifts, whenever possible, the rotation will be: one (1) period of rotation on first (1<sup>st</sup>) shift, one (1) period of rotation on third (3<sup>rd</sup>) shift, and one (1) period of rotation on second (2<sup>nd</sup>) shift and this will be done by reverse order of seniority by grade and within the classification of the occupation.

There is no shift rotation with the weekend shift.

However if the numbers of volunteers required (as specified in article 5.02) is not obtained, the rotation for the assigned employees will be as follows:

- By reverse order of seniority in the occupation, by section for a maximum of four (4) weeks in a period of twelve (12) weeks.
- The employees so assigned will return to the rotation list as per their seniority after their four (4) weeks.



Employees, in accordance with seniority, will be able to ask for permanent assignment to the second (2<sup>nd</sup>) or third (3<sup>rd</sup>) shifts, as long as the competency level between shifts is maintained and this for a period of twelve (12) weeks. Rotation periods are described in the calendar included in this collective agreement. The end of the twelve (12) week period is the same for the employee who volunteered or is assigned to change his working schedule after the start of such period. Employees must submit their requests to their manager at least five (5) working days prior to the posting of the rotation schedule. At the end of the period, employees will return to the rotation list as per their seniority.

Notwithstanding the above, the Company reserves the right to determine the number of employees required for shift rotation in any classification of an occupation.

It will be possible to have an agreement between two (2) employees who mutually agree to exchange their shift (for a period of four (4) weeks) as long as the Company is in no way penalized concerning the level of competency. An employee wanting to change shift must ask his colleagues on the specific shift, starting with the most senior, and have the agreement approved by his manager. Such request can be asked only once per period of twenty-four (24) consecutive weeks. At the end of the exchange period employees will return to the rotation list as per their seniority.

Any dispensation from paragraph b) will be subject to an agreement between the Company and the Shop Committee.

The Union agrees that in application of paragraph b) by the Company, all employees are liable to be assigned to a first (1<sup>st</sup>), second (2<sup>nd</sup>), third (3<sup>rd</sup>) or weekend shift, (as per article 5.02) on notice of two (2) weeks. If this notice is not respected, the employee will be paid at time and three-quarters (1.75) for the days where the notice was not respected.

#### **5.20.2 Exemptions**

- a) The Company agrees the following Union Officers, limited to one (1) in six (6) members of a classification of an occupation, shall be excluded from the second (2<sup>nd</sup>), third (3<sup>rd</sup>) and week-end shift duties in order to fulfil their Union duties:

- President
- Vice-President
- Recording Secretary
- Secretary Treasurer
- Communicator
- Educator
- Three (3) Members of the Shop Committee

The shop committee member representing the evening shift will be exempted from the first (1<sup>st</sup>), third (3<sup>rd</sup>) and weekend shifts.

Members of the Negotiation Committee will be exempted from the second (2<sup>nd</sup>), third (3<sup>rd</sup>) and weekend shifts during pre-negotiations and negotiations and this, until the signing of the collective agreement. Afterwards, the Union Negotiation Committee will be liberated to verify the texts and the translation.

The Health and Safety representative, 'one' (1), will be exempted from the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shift s.

The Union Officers enumerated above shall remain at their original position.

- b) In cases where the Team cannot come to an agreement, for all other requests for exemption from shift work including bona fide applications for regular second (2<sup>nd</sup>) and/or third (3<sup>rd</sup>) shift work shall be subject to the joint approval of the Department Manager and the Shop Committee to the merit of the reasons submitted for such requests and the production requirements of the Company.

Such exemptions may similarly be terminated or extended, subject to the joint approval of the Department Manager and the Shop Committee.

- c) Employees on probation or on a trial period in another occupation will be placed on shift rotation if the rotation does not interfere with their evaluation period. Any exception to this rule will be discussed and mutually agreed to by the Shop Committee and the Company.
- d) Employees in a period of apprenticeship will not, as a rule, be placed on a shift rotation or weekend shift. Any exception to this rule will be discussed and mutually agreed to by the Shop Committee and the Company.

**5.21 Shift Premium**

A shift premium above the basic rate shall be paid to employees working on the second (2<sup>nd</sup>) shift (evening) and the third (3<sup>rd</sup>) shift (night) for the duration of the collective agreement as showing below.

Evening shift: \$1.10/hour

Night shift: \$1.05/hour

However, the basic rate only shall be used for calculation of overtime.

**5.22 Agreement by the Parties**

In the event that two (2) or three (3) regular shifts are required, the duration of the term of duty on the second (2<sup>nd</sup>) and/or third (3<sup>rd</sup>) shift shall be as agreed between the Parties.

**5.23 Emergency shift**

This emergency shift is in no way covered by article 5.06.1 (call-in). An employee who reports for work on his normal shift and is then required to be posted to an emergency shift in the same day shall not be sent home prior to the expiration of four (4) hours normal shift, and shall not be required to report for emergency shift work until a further eight (8) hours have elapsed.

If an employee is posted to an emergency shift during a normal working week and then is posted back to his previously designated shift during the same week, so that the available working hours, excluding overtime, total less than his regular shift hours, then the Company shall make up the difference in hours at the employee's dayshift base rate, except in the event of emergency shut-down, as specified in article 17.14.

**5.23.1 Posted - Another Shift**

It is agreed that an employee posted to any shift with a notice of less than five (5) working days will be considered under emergency shift conditions for the remainder of the five (5) working days notice that he actually works the new shift.

**5.23.2 Re-posted - Regular Shift**

However, an employee re-posted to the original shift within the five (5) working days will continue to receive payment of premiums up to five (5) working days from the initial notice, as specified in the above paragraph.

### **5.23.3 Payment**

Payment for emergency shift work shall be:

- first (1st) to fifth (5<sup>th</sup>) shift inclusive occurring Monday night to Friday night inclusive,
  - the first eight (8) hours of each shift shall be paid at the rate of one and one quarter (1.25) times the dayshift hourly base rate. All hours in excess of eight (8) shall be paid at one and one half (1.5) times the dayshift hourly base rate.
  
- \* first (1st) to fifth (5<sup>th</sup>) shift inclusive occurring Saturday night,
  - the first eight (8) hours shall be paid at one and three quarters (1.75) times the dayshift hourly base rate. All hours in excess of eight (8) shall be paid at two (2.0) times the dayshift hourly base rate.
  
- \* first (1st) to fifth (5<sup>th</sup>) shift inclusive occurring Sunday night,
  - the first eight (8) hours shall be paid at the rate of two and a quarter (2.25) times the dayshift hourly base rate. All hours in excess of eight (8) shall be paid at two and one half (2.5) times the dayshift hourly base rate.

### **5.23.4 Minimum four (4) hours**

An employee who reports for work on an emergency shift, and due to lack of work is sent home prior to the expiration of four (4) hours, shall be paid a minimum for four (4) hours at the above applicable rate.

Termination of a shift other than the normal dayshift during a normal week will call for the following: any employee so affected shall continue to be paid his normal premium for the remainder of the hours worked in that week.

### **5.24 Mobile Repair Party (M.R.P.)**

Any employee called upon to perform work at a location outside the Montreal area on a M.R.P. shall be paid at basic rate of pay for the travelling time to and from the point of work, in addition to travelling expenses. However, when an employee is called upon to perform work on the same day as he has traveled, hours spent travelling will be counted for the purpose of determining the overtime, but only actual hours worked can be paid as overtime. In addition, when the employee is on site and has to wait for work (standby), he will be paid for the waiting time at the normal rate, up to the maximum regular hours established in his work schedule. For purposes of calculating overtime, only the hours actually worked will be considered.

On each Mobile Repair Party, at least one (1) top grade employee of the occupation must be present. Other working conditions shall be as follows.

#### **5.24.1 Reimbursements**

Any employee called upon to perform work at a location outside the Montreal area on a M.R.P. shall submit expense claims and original receipts as per the Company's Travel and Corporate Card Policy and Guidelines, subject to Letter of Agreement No.14.

#### **5.24.2 Return Travel**

An employee assigned to work outside the province for a period of fourteen (14) consecutive days or more, shall be eligible, upon his return, to one (1) paid holiday. However, in the event that said assignment exceeds four (4) additional and consecutive weeks, the employee shall be eligible, upon his return, for a total of two (2) paid holidays.

**5.24.3 Cellular**

An employee on an M.R.P. who has to have a cellular phone, will receive a weekly indemnity of 75 \$ to ensure to be available at any time.

**5.24.4 Car**

When an employee uses his personal car, he must do so in strict accordance with the Company's Travel and Corporate Card Policy and Guidelines. Where applicable, the mileage allowance for the duration of this collective agreement shall be 45¢ per kilometre. Should the Company change said rate, the new rate will automatically apply to all Local Lodge 869 employees covered by this collective agreement. An employee who does not want to use his own vehicle shall be reimbursed, travel cost for using public transit or taxi if required and deemed necessary by the Company.

**5.24.5 Notice**

The Company shall attempt to give a minimum notice of forty-eight (48) hours to all employees required to proceed on a Mobile Repair Party. It is agreed, however, that such minimum notice will not be possible in cases of emergency warranting the departure of employees within the aforementioned delay. Where an employee who has been given such minimum notice of forty-eight (48) hours refuses the assignment, he shall surrender his right to request being selected for future Mobile Repair Parties, unless his reason is recognized as being of a compassionate nature. If the advance notice is less than forty-eight (48) hours, the employee shall have the right to be selected for future Mobile Repair Parties. In the event that the Company cannot provide the necessary Mobile Repair Party at the time required, due to the refusal of all qualified employees, the Company shall have the right to perform the work by other means.

**5.24.6 Idle Day**

If an employee is required to leave on a Mobile Repair Party on a Friday and is scheduled to commence work on the following day, in the event that no work is available for him on Saturday and/or Sunday, he shall be paid eight (8) hours wages at his base rate for each such idle day.

**5.24.7 Option – Expenses**

While on location, with respect to weekends, where it has been established at the discretion of the Company that no work is available, the employee shall have the option of returning home for the weekend, claiming travelling time and expenses, provided the aggregate cost of such charges is less than, or approximately equivalent to, the cost incurred maintaining the employee on location during such weekend, and no actual loss of working hours result from this trip.

It is further agreed that employees remaining on site for the weekend will be paid eight (8) hours at base rate for each day of the weekend, plus the per diem allowance which he will receive for each day.

**5.24.8 Day Off**

If he so chooses, an employee who was on a Mobile Repair Party and worked on a statutory holiday may elect to have one (1) day off without pay, providing that he so informs his manager upon his return and that said day off is taken within one (1) month of his return.

**5.24.9 Outer Wear**

For use in exceptional circumstances, a limited supply of clean outer wear will be held by the Company to supplement normal winter clothing supplied by the employee proceeding on an Mobile Repair Party.

#### **5.24.10 M.R.P. Team**

The Company and the Union agree on the following rules for the accreditation of fitters and inspectors assigned to a M.R.P. Team:

The number of participants required on a Team will be determined by the requirement of the Business Units and by product line.

##### **5.24.10.1 Qualification**

To qualify as a M.R.P. Member, the employee must meet the following minimum requirements:

- five (5) years experience on the engine;
- fully competent with engine main build and the work package;
- fully competent with inspection requirements with regards to the work he is performing;
- fully competent with Civil Airworthiness requirements, when applicable, as outlined in Chapter 561 of the Airworthiness Manual and selected sections of Chapter 575;
- fully competent with engine power plant, when applicable;
- fully competent with RRC quality procedures;
- Canadian Forces Military security clearance, when applicable;
- must be the holder of an F.S.R. stamp.

##### **5.24.10.2 Posting**

The M.R.P. Program will be posted when required and will be governed by the following rules:

- the posting will be a six (6) working day period;
- employees absent from work during the period of posting will be entitled to apply within six (6) days upon their return to work.

To be eligible, the applicant will have to submit his application online, below the career tab on the Rolls-Royce site.

##### **5.24.10.3 Terms**

The assignment as an M.R.P. team member will be for an indefinite period of time.

M.R.P. team members must give a two (2) week notice if they want to withdraw from the M.R.P. program. The employees cannot withdraw before a period of twenty-four (24) months has passed, except on humanitarian grounds. Subsequent to this withdrawal, a period of at least one (1) year must have passed before they can reapply on this program.

M.R.P. team members must comply with the requirements of the air transport regulating body of the countries in which they are assigned (e.g. FAA-GAR).

##### **5.24.10.4 Training**

The Company will establish a technical training program which will be comprised of training on the engine power plant, inspection requirements, airworthiness regulations and a customer satisfaction service skills course.

Employees wishing to become part of the training team, to further progress to an M.R.P. team, will have to meet the following minimum requirements:

- four (4) years related engine experience as Class 'A' or 'B';

M.R.P. training team members will have to maintain up-to-date, their level of competency to progress as an M.R.P. team member.

Technical training will be done internally and at Montreal Airports.

#### **5.24.10.5 Rotation System**

Selection of an employee to go outside the Company on an M.R.P. will be made on a rotation system within the M.R.P. team members.

#### **5.25 Issuance of Exit Passes**

The intent of an exit pass is to approve and record that an employee has left his work and the Company premises during his allocated hours of work, when special circumstances require that he does so. Such circumstances may be generated by personal reasons or by Company considerations

In order that the above intent is served, the issuing of an exit pass will be controlled as follows:

1. Exit passes will be issued and approved by the manager and/or the team.
2. Exit passes will not be issued where production constraints exist with the exception of emergency situations involving the employee's immediate family. If an exit pass is refused for this reason, the shop committee has the right to ask the manager to justify why the exit pass has not been given;
3. Where the number of exit pass per employee exceed a quantity of three (3) or an accumulation in excess of five (5) hours in any rotation, prior approval of the director is required except in the case of substantiated emergencies.
4. The time missed will be reduced at the shift rate or from the accumulated time bank.

**6.00 STATUTORY HOLIDAYS AND FLOATERS**

**6.01 Statutory Holidays**

The following statutory holidays (or any day established by statute or decree) shall be observed and paid at the regular shift rate of the employee to all employees with one (1) month's service or more:

- |   |   |
|---|---|
| New Year (January 1 <sup>st</sup> and 2 <sup>nd</sup> ) | Canada Day                              |
| Good Friday   | Labour Day                              |
| Easter Monday   | Thanksgiving Day                        |
| The Monday proceeding May 25 <sup>th</sup>              | Christmas (3 days), December 24, 25, 26 |
| Fête Nationale  |   |
| One (1) floater day for the Christmas period            |   |

Dates planned for the observance of the floater days for the duration of this contract are indicated under article 6.02.

Notwithstanding the following, the employees working on a weekend shift will benefit from a statutory holiday that will be observed and paid Easter Sunday and this replaces their scheduled day off of either Good Friday or Easter Monday, as per their schedule. Only the Saturday will be a day worked during Easter weekend.

**6.02 Holidays - Christmas and New Year**

The Company will partially close the plant by combining Statutory Holidays, Floaters and Additional Days.

For the term of this contract, the employees eligible for statutory holidays will have the following additional days of holidays:

- |  |  |
|--|--|
| Eight (8) hour shift – day and evening:      | five (5) additional days (including, exceptionally, one (1) non compensated day) |
| Eight and one-half (8.5) hour shift – night: | one (1) additional day   |
| Week end shift – Friday:                     | no (0) additional day  |
| Week end shift – Monday:                     | no (0) additional day  |

The additional days of holidays are not considered as statutory holidays and an employee will not be paid unless he compensates the hours with banked hours or replaces the additional days with vacation days or by his paid personal leave.

To be entitled to the additional days mentioned above, an employee must compensate the hours by one (1) of the following methods, over and above the regular hours of work during the week or the weekend, and this only with the approval of his manager:

- |  |  |
|--|--|
| Eight (8) hour shift – day and evening:      | By working sixteen (16) hours                |
| Eight and one-half (8.5) hour shift – night: | By working four and one-quarter (4.25) hours |
| Week end shift – Friday:                     | No additional days to compensate             |
| Week end shift – Monday:                     | No additional days to compensate             |

To encourage an employee to compensate during the weekends at the end of an A.P. during the months of October, November and December, said weekends will be open for compensation by any interested employee.

Each employee will have to compensate his hours before December 9<sup>th</sup> of the following year.

## 6.02.1 Christmas Holiday Schedule

**2016 – 2017**

**From Saturday December 24 to Monday January 2 inclusive**

### **Eight (8) hour shift, day or evening,**

Saturday	December 24	---
Sunday	December 25	---
Monday	December 26	Christmas
Tuesday	December 27	Christmas
Wednesday	December 28	Christmas
Thursday	December 29	Floater
Friday	December 30	New Year
Saturday	December 31	---
Sunday	January 1	---
Monday	January 2	New Year
Tuesday	January 3	Return to work

### **Eight and one-half (8.5) hour night shift**

Saturday	December 24	---
Sunday	December 25	---
Monday	December 26	Christmas
Tuesday	December 27	Christmas
Wednesday	December 28	Christmas
Thursday	December 29	Floater
Friday	December 30	---
Saturday	December 31	---
Sunday	January 1	New Year (paid 8 hrs)
Monday	January 2	New Year
Tuesday	January 3	Return to work

### **Weekend shift**

#### **For employees scheduled for Friday**

Saturday	December 24	Christmas
Sunday	December 25	Christmas
Monday	December 26	---
Tuesday	December 27	---
Wednesday	December 28	---
Thursday	December 29	---
Friday	December 30	Christmas
Saturday	December 31	Floater
Sunday	January 1	New Year
Monday	January 2	New Year (paid 8 hrs)
Tuesday	January 3	Return to work

#### **For employees scheduled for Monday**

Saturday	December 24	Christmas
Sunday	December 25	Christmas
Monday	December 26	Christmas
Tuesday	December 27	---
Wednesday	December 28	---
Thursday	December 29	---
Friday	December 30	---
Saturday	December 31	Floater
Sunday	January 1	New Year
Monday	January 2	New Year
Tuesday	January 3	Return to work



**2017 – 2018**

**From Sunday December 24 to Tuesday January 2 inclusive**

**Eight (8) hour shift, day or evening,**

Saturday	December 23	---
Sunday	December 24	---
Monday	December 25	Christmas
Tuesday	December 26	Christmas
Wednesday	December 27	Christmas
Thursday	December 28	Floater
Friday	December 29	Additional Day (not compensated)
Saturday	December 30	---
Sunday	December 31	---
Monday	January 1	New Year
Tuesday	January 2	New Year
Wednesday	January 3	Return to work

**Eight and one-half (8.5) hour night shift**

Saturday	December 23	---
Sunday	December 24	---
Monday	December 25	Christmas
Tuesday	December 26	Christmas
Wednesday	December 27	Christmas
Thursday	December 28	Floater
Friday	December 29	---
Saturday	December 30	---
Sunday	December 31	---
Monday	January 1	New Year
Tuesday	January 2	New Year
Wednesday	January 3	Return to work

**Weekend shift**

**For employees scheduled for Friday**

Saturday	December 23	Work day
Sunday	December 24	Christmas
Monday	December 25	---
Tuesday	December 26	---
Wednesday	December 27	---
Thursday	December 28	---
Friday	December 29	Christmas
Saturday	December 30	Christmas
Sunday	December 31	Floater
Monday	January 1	New Year (paid 8 hrs)
Tuesday	January 2	New Year (paid 8 hrs)
Wednesday	January 3	Return to work

**For employees scheduled for Monday**

Saturday	December 23	Work day
Sunday	December 24	Christmas
Monday	December 25	Christmas
Tuesday	December 26	---
Wednesday	December 27	---
Thursday	December 28	---
Friday	December 29	---
Saturday	December 30	Christmas
Sunday	December 31	Floater
Monday	January 1	New Year
Tuesday	January 2	New Year (paid 8 hrs)
Wednesday	January 3	Return to work

**2018 – 2019**

**From Monday December 24 to Wednesday January 2 inclusive**

**Eight (8) hour shift, day or evening**

Saturday	December 22	---
Sunday	December 23	---
Monday	December 24	Christmas
Tuesday	December 25	Christmas
Wednesday	December 26	Christmas
Thursday	December 27	Floater
Friday	December 28	Additional Day
Saturday	December 29	---
Sunday	December 30	---
Monday	December 31	Additional Day
Tuesday	January 1 <sup>st</sup>	New Year
Wednesday	January 2 <sup>nd</sup>	New Year
Thursday	January 3 <sup>rd</sup>	Return to work

**Eight and one-half (8.5) hour night shift**

Saturday	December 22	---
Sunday	December 23	---
Monday	December 24	Christmas
Tuesday	December 25	Christmas
Wednesday	December 26	Christmas
Thursday	December 27	Floater
Friday	December 28	---
Saturday	December 29	---
Sunday	December 30	---
Monday	December 31	Additional Day
Tuesday	January 1 <sup>st</sup>	New Year
Wednesday	January 2 <sup>nd</sup>	New Year
Thursday	January 3 <sup>rd</sup>	Return to work

**Weekend shift****For employees scheduled to work Friday**

Saturday	December 22	Work day
Sunday	December 23	Work day
Monday	December 24	Christmas (paid 8 hrs)
Tuesday	December 25	Christmas (paid 8 hrs)
Wednesday	December 26	---
Thursday	December 27	---
Friday	December 28	Christmas
Saturday	December 29	Floater
Sunday	December 30	New Year
Monday	December 31	New Year (paid 8 hrs)
Tuesday	January 1 <sup>st</sup>	---
Wednesday	January 2 <sup>nd</sup>	---
Thursday	January 3 <sup>rd</sup>	Return to work

**For employees scheduled to work Monday**

Saturday	December 22	Work day
Sunday	December 23	Work day
Monday	December 24	Christmas
Tuesday	December 25	---
Wednesday	December 26	---
Thursday	December 27	---
Friday	December 28	---
Saturday	December 29	Christmas
Sunday	December 30	Christmas
Monday	December 31	Floater
Tuesday	January 1 <sup>st</sup>	New Year (paid 8 hrs)
Wednesday	January 2 <sup>nd</sup>	New Year (paid 8 hrs)
Thursday	January 3 <sup>rd</sup>	Return to work

**2019-2020****From Monday December 23 to Friday January 3 inclusive****Eight (8) hour shift, day or evening**

Monday	December 23	Special Holiday paid
Tuesday	December 24	Christmas
Wednesday	December 25	Christmas
Thursday	December 26	Christmas
Friday	December 27	Floater
Saturday	December 28	---
Sunday	December 29	---
Monday	December 30	Additional Day
Tuesday	December 31	Additional Day
Wednesday	January 1 <sup>st</sup>	New Year
Thursday	January 2 <sup>nd</sup>	New Year
Friday	January 3 <sup>rd</sup>	Special Holiday paid
Saturday	January 4 <sup>th</sup>	---
Sunday	January 5 <sup>th</sup>	---
Monday	January 6 <sup>th</sup>	Return to work

**Eight and one-half (8.5) hour night shift**

Monday	December 23	Special Holiday paid
Tuesday	December 24	Christmas
Wednesday	December 25	Christmas
Thursday	December 26	Christmas
Friday	December 27	---
Saturday	December 28	---
Sunday	December 29	---
Monday	December 30	Special Holiday paid (moved from January 3 <sup>rd</sup> )
Tuesday	December 31	Floater
Wednesday	January 1 <sup>st</sup>	New Year
Thursday	January 2 <sup>nd</sup>	New Year
Friday	January 3 <sup>rd</sup>	---(Special Holiday paid moved to December 30)
Saturday	January 4 <sup>th</sup>	---
Sunday	January 5 <sup>th</sup>	---
Monday	January 6 <sup>th</sup>	Return to work

**Weekend shift****For employees scheduled to work Friday**

Monday	December 23	---
Tuesday	December 24	---
Wednesday	December 25	---
Thursday	December 26	---
Friday	December 27	Christmas
Saturday	December 28	Christmas
Sunday	December 29	Christmas
Monday	December 30	---
Tuesday	December 31	Floater (paid 8 hrs)
Wednesday	January 1 <sup>st</sup>	New Year (paid 8 hrs)
Thursday	January 2 <sup>nd</sup>	New Year (paid 8 hrs)
Friday	January 3 <sup>rd</sup>	Special Holiday paid
Saturday	January 4 <sup>th</sup>	Return to work

**For employees scheduled to work Monday**

Monday	December 23	Special Holiday paid
Tuesday	December 24	---
Wednesday	December 25	---
Thursday	December 26	---
Friday	December 27	---
Saturday	December 28	Christmas
Sunday	December 29	Christmas
Monday	December 30	Christmas
Tuesday	December 31	Floater (paid 8 hrs)
Wednesday	January 1 <sup>st</sup>	New Year (paid 8 hrs)
Thursday	January 2 <sup>nd</sup>	New Year (paid 8 hrs)
Friday	January 3 <sup>rd</sup>	---
Saturday	January 4 <sup>th</sup>	Return to work

### **6.03 Statutory holiday on a Saturday or Sunday**

For employees working an eight (8) hour and an eight and one-half (8.5) hour schedule:

In the event that a statutory holiday (with the exception of the Fête Nationale, Christmas and New Year) falls on a Saturday or Sunday, the following Monday will be observed in lieu thereof.

As decreed by the National Holiday Act, the Fête Nationale will be observed on Friday if it falls on Saturday and on Monday if it falls on Sunday.

Canada Day (July 1st) will be observed on the nearest Friday if it falls on a Wednesday, Thursday or Saturday and will be observed on the nearest Monday if it falls on a Sunday or Tuesday,

For employees working on the night shift, if the statutory holiday falls on a Friday, they will be paid at their normal rate for eight (8) hours.

#### **For the employees on the weekend shift:**

Christmas and New Year holiday and when a statutory holiday as mentioned in article 6.02 falls on an employee's regular scheduled day, this holiday will be a paid day off according to the number of hours established in his regular schedule. When a statutory holiday falls on an unscheduled day of the employee's regular schedule, this holiday will be paid as eight (8) hours at his normal rate. Also when the Fête Nationale falls on a Saturday or Sunday it will be observed that day.

### **6.04 CSST - weekly indemnity**

Employees qualifying for statutory holiday pay while receiving weekly indemnity or workmen's compensation from CSST will be paid the difference between the compensation rate and the employee's current daily rate to make up a full day's pay for the statutory holiday.

### **6.05 Long term disability**

Employees will be paid for statutory holidays occurring in their first year on long term disability.

## **7.00 CIVIC DUTIES**

### **7.01 Witness or Jury**

Employees subpoenaed as witness or for jury duty will be paid the difference between their normal daily wages and the amount they receive for such civic duties. Such pay will exclude the employee's scheduled regular days off and vacations, and will apply to those days they appear in Court. The employee will also be entitled to the payment of premiums he normally would have obtained if not absent.

In order to benefit from this clause, the employee must notify the Company in writing with a copy of the notification as soon as possible from the reception of the convocation.

### **7.02 Citizenship**

It is further agreed that the Company will pay up to a maximum of eight (8) hours for an employee to be sworn in, as a Canadian citizen during a regular scheduled workday. The employee will also be entitled to the payment of premiums he normally would have obtained if not absent.

## **8.00 BEREAVEMENT LEAVE**

### **8.01 Bereavement day allocation per work shift**

Employees scheduled at work may receive the following bereavement leave;

- a) In the event of the death of the lawful spouse or common law spouse, the children of this union, the son, or the daughter, the employee will be granted a paid leave as per the following, excluding premiums;
  - 1. Day and evening shift, ten (10) days absence paid.
  - 2. Night shift, eight (8) days absence paid.
  - 3. Weekend shift, six (6) days absence paid.
  
- b) In the event of the death of the mother, father, the employee will be granted a leave as per the following, excluding premiums;
  - 1. Day and evening shift, five (5) days absence paid.
  - 2. Night shift, four (4) days absence paid.
  - 3. Weekend shift, three (3) days absence paid.
  
- c) In the event of the death of the mother-in-law, father-in-law, brother, sister, spouse of his son or his daughter or grand-child an employee will be granted leave with pay at the basic rate for three (3) days for all shift, excluding premiums.
  
- d) In the event of the death of the grandmother, grandfather, sister-in-law, brother in-law, an employee, will be granted leave with pay at the basic rate excluding premium, for one (1) day of the employee's regular shift.

The employee must make a written claim and provide satisfactory proof of the death of one of the above relatives. The leave will be taken in consecutive days starting between the date of death and the funeral. Upon request, one (1) or two (2) days of the bereavement leave may be postponed to the burial day or other event linked to the bereavement. Only the regularly scheduled working days of the employee will be paid.

In the case of the death of any of the above named parties, in the spouse's family and where the deceased's funeral is at a greater distance than five hundred (500) kilometres via the most direct route, a three (3) day bereavement leave will be granted for the employee to look after children up to the age of twelve (12) years. Satisfactory proof of death is required.

All claims for bereavement pay must be made by the employee within three (3) weeks following the day of the death. All exceptions will be discussed between the Shop Committee and the Company representative.

## **9.00 LEAVE OF ABSENCE WITHOUT PAY & LEAVE WITH DEFERRED PAY**

### **9.01 Leave of absence without pay**

Only at the discretion of the Company, and as per manpower requirements, a leave an absence without pay can be given to the employee who requests it in writing to his manager with a copy of the request to the Human Resources department and to the Union.

In addition, no leave of absence will be allowed to an employee before all his current year vacation entitlement has been taken and all his personal leave have been paid. In a situation of manning reduction that creates layoffs in an occupation, leave of absence can be given in this occupation even if conditions about vacation and personal leave, as mentioned in the above sentence, are not met.

### **9.02 Family leave**

#### **a) Generalities**

The maternity leave, paternity leave or parental leave may be taken after a three (3) week written notice given to the Company, accompanied by a medical certificate indicating the date of the beginning of the leave and the date of return to work.

All other dispositions under law for the Labour Standard Act concerning family leaves for family events is considered as part of the present collective agreement.

#### **b) Maternity leave**

The maternity leave will be in accordance with current legislation. The pregnant employee has a maternity leave without pay for a maximum duration of eighteen (18) continuous weeks. The maternity leave can only start from the sixteenth (16<sup>th</sup>) week of the scheduled date of birth and shall not end later than eighteen (18) weeks after the week of delivery. The maternity leave may be taken after a three (3) week written notice given to the Company and indicating the date of the beginning of the leave and the date of return to work. This notice must be accompanied by a medical certificate attesting to the pregnancy and the child's birth date.

The notice can be of less than three (3) weeks providing the medical certificate attests that the employee needs to stop working before.

#### **c) Additional Insurance Benefits Allowance during maternity leave**

In accordance with the intentions specified by the Parties in the collective agreement, the goal of this program is to maintain a supplementary income, without loss of seniority, for employees on maternity leave who are part of the Bargaining Unit. Upon return to work, all previously acquired rights plus those accumulated will be re-instated.

These additional allowances are to maintain the income during maternity leaves. These additional allowances, combined with those that the employee receives from the Quebec Parental Insurance Plan will correspond to eighty percent (80%) of her basic income, from the moment she begins receiving her allowances from the Quebec Parental Insurance Plan and that, for a maximum period of fifteen (15) weeks.

The employees admissible are permanent employees who have worked at least twenty (20) continuous weeks before the beginning of the maternity leave and who are receiving maternity allowances from the Quebec Parental Insurance Plan.

The weekly sum for the additional maternity leave allowance will be for each week (maximum of fifteen (15) weeks) as follows:

Forty (40) hours X employee's hourly rate X eighty percent (80%) less (the maximum gross amount of the Quebec Parental Insurance Plan per week).

The hourly rate stays at the same level even if the salary rate changes during the leave due to the application of the collective agreement.

Starting the day of the reception of the request for additional allowances of the maternity leave, with an eligibility proof to maternity allowances of the Quebec Parental Insurance Plan showing the date of the first payment and the amount paid, the Company will have ten (10) working days to pay the additional allowances amount or explain the reasons for its refusal. The allowances will be paid for a maximum period of fifteen (15) weeks.

**d) Parental Leave**

An employee may also request an unpaid parental leave that will not exceed fifty two (52) weeks for the care of a new-born child or for an adopted child that has not reached the age of compulsory school attendance. The present article does not apply to the employee who adopts his spouse's child. The parental leave may start as soon as the day of birth or in case of an adoption, the day the child is entrusted to the employee during an adoption procedure or the day the employee leaves his work to go outside Quebec in order to get the child. The leave shall be terminated at the latest seventy (70) weeks after the birth and in the case of adoption, seventy weeks (70) after the child has been entrusted.

**e) Adoption and birth of child Leave – Paternity leave**

An employee may be absent from work for five (5) days at the birth of his child, the adoption of a child or where there is a termination of pregnancy in or after the twentieth (20<sup>th</sup>) week of pregnancy. The first two (2) days of absence maximum sixteen (16) hours are to be paid provided the employee has sixty (60) days of uninterrupted service. This leave may be divided into days at the request of the employee. They must be taken within fifteen (15) days after the child arrives at the residence of its father or mother or after the termination of pregnancy. The Company must be given notice as soon as possible. However, the employee who adopts his spouse's child can only be absent from work for two (2) days without pay.

An employee is entitled to a paternity leave of not more than five (5) consecutive weeks, without pay, on the birth of his child. The paternity leave shall not begin before the week of the birth of the child and shall not end later than fifty-two (52) weeks after the week of the birth.

**f) Family Leave**

An employee may be absent from work, without pay, for ten (10) days per year to fulfil obligations relating to the care, health or education of the employee's child or the child of the employee's spouse, or because of the state of health of the employee's spouse, father, mother, brother, sister or one of the employee's grandparents.

The leave may be divided into days. A day may also be divided if the employer consents thereto.

The employee must advise the Company of his absence as soon as possible and take the reasonable steps within his power to limit the leave and the duration of the leave.

**g) Family leave: Serious illness or serious accident**

An employee who is credited with three (3) months of uninterrupted service may be absent from work, without pay, for a period of not more than twelve (12) weeks over a period of twelve (12) months where he must stay with his child, spouse, the child of his spouse, his father, his mother, the spouse of his father or mother, his brother, his sister or one of his grandparents because of a serious illness or a serious accident.



An employee must advise the Company as soon as possible of an absence from work and, at the employer's request, furnish a document justifying the absence.

However, if a minor child of the employee has a serious and potentially mortal illness, attested by a medical certificate, the employee is entitled to an extension of the absence, which shall end at the latest one hundred and four (104) weeks after the beginning thereof.

### **9.03 Sabbatical leave with deferred pay**

Unless such a request creates major production constraints, the Company will allow employees to take a leave of absence with deferred pay on the terms described below:

- In a department where more than fifty (50) employees are allocated to the same occupation, the Company may allow two (2) employees in this occupation to take a leave of absence. Despite the foregoing, if production so allows, the number of allowed leaves of absence may be more than one (1) in departments where there are less than fifty (50) employees in the same occupation or less than fifty (50) employees in the department.
- The leave of absence with deferred pay must be for a period of at least six (6) consecutive months and of a maximum of one (1) year;
- The leave of absence can be for a period of three (3) consecutive months providing the leave of absence is for education as provided under the Income Tax Regulations;
- A minimum advance notice equivalent to the required period to accumulate the spreading revenue for the total period in the request is necessary.
- An employee, who applies for an absence with deferred pay, may have to modify his scheduled absence if he changes department during the course of his notice period. In such case, the employee shall have the responsibility to notify his new Manager of his pending demands before accepting the transfer. If an employee is required by the Company to transfer between departments, this article will not apply and the employee will keep his leave with deferred pay as planned.
- The terms of the spreading of the revenue will be discussed on an individual basis. However, in all cases, this spreading of the pay must be prior to the said leave of absence with deferred pay, but the spreading can in no way be more than thirty-three and one-third percent (33 1/3 %) of the annual salary.

#### **9.03.1 Goal**

The leave of absence with deferred pay Program allows a permanent employee to be absent from work while receiving some form of remuneration. The salary paid to an employee when he is absent from work will come from the amount accumulated through the pay deductions he has agreed to defer. The employee must have accumulated a minimum of twenty percent (20%) of his annual base salary at the time of his departure.

#### **9.03.2 Eligibility**

Before being able to go on a leave of absence with deferred pay an employee must be permanent, active and on full time employment, and must have four (4) years of service with the Company.

Employees on disability or on a work related accident cannot register for this Program.

To request a leave of absence, the employee must complete a request form and register for the leave of absence with deferred pay program as governed by the Income Tax Regulations and as agreed between the Parties.

### **9.03.3 Program**

A written agreement will describe the duration of the salary reduction period, the percentage of the salary deduction and the duration of the leave of absence with deferred pay when the employee makes his request.

### **9.03.4 Conditions**

The leave of absence will be granted by seniority within the occupations.

#### **Return to work**

The return to work date will be determined when the employee starts his leave. The employee will be able to request an advanced return by giving the Company and the Union at least fifteen (15) days prior notice. In addition, as per the Federal Income Tax Act, the employee will have to return to his position upon his return from the leave of absence for a period equivalent to the duration of the leave of absence.

#### **Compensation**

The total compensation will be considered when the calculation for the spreading of the revenue is done.

#### **Seniority and service**

For the calculation of service and seniority, the employee is considered to be at work. The grade progression will be interrupted during the leave of absence.

#### **Annual vacations**

The remuneration for the vacations will be calculated as per the actual earnings during the period(s) of reference. Unused vacation credits must be taken before the departure for the leave of absence.

#### **Statutory holidays and floaters**

The employee will not receive any compensation for the legal holidays during his leave of absence.

#### **Disability leave / sick leave**

The short term and long term disability Program covers the employee. In the event where on the date of his planned return to work, the employee is unable to return to work because of disability or a sickness, the employee will be entitled to the balance of the short term and/or long term disability period, taking into account the initial date of the disability. When the employee is disabled or sick for more than three (3) days, he must inform the medical department immediately. If not, his right to the short and long term disability will be refused.

#### **Insurance and pension plan**

Other benefits which the employee is entitled to will not be affected during the leave. However, the employee will have to make his pension contribution as required. The calculation of the retirement pension will be based on the reputed earned salary for the period of revenue spreading.

### **9.03.5 Lay Off**

At the time of a manpower reduction, employees who are subject to be laid off and are participating in the spreading of the revenue Program will have to make arrangements for the reimbursement of amounts accumulated during the spreading period.

### **9.03.6 Withdrawal from the Program**

The employee who decides to withdraw from the Program must advise the Human Resources department and his Union.

### **9.03.7 Administration fees**

The employee must pay all administration fees charged by a trust company.

**9.03.8 Government Programs**

The Governmental Programs will be administrated as provided in the legislation.

**9.03.9 Union dues**

The employee must pay his Union dues during his leave.

**9.03.10 Committee**

The Parties agree to form a committee, composed of one (1) member representing the Payroll Department and of one (1) member from Local lodge 869. Their mandate will be to elaborate other provisions of the Program, including its registration with the responsible bodies as per the legislation and the regulation in effect. The present provisions of the Program are subject to the responsible authorities as per the legislation and the regulations in effect.

**9.04 Leave for Military Duty**

It is agreed that a reservist employee may take unpaid leave under the terms and conditions specified by articles 81.17.1 to 81.17.6 of the Labour Standards Act (Quebec), subject to its regulations and/or any special government decrees.

However, the Company reserves the right to refuse such a leave in occupations with less than fifty (50) employees or if it can be demonstrated to the Union that such a leave will create serious production constraints.

A request for a leave of absence without pay in order to participate in reservist activities can be made to the department Manager. In accordance with the delay of notice, the business needs and the availability of the resources, the department Manager may grant this leave of absence without pay.

## **10.00 VACATION INDEMNITY**

### **10.01 Vacation Chart**

Employees, according to their years of continuous service on the 1st of May, will receive vacation with pay according to the following chart:

For the employees working the weekend shift the vacations will be paid on the basis of forty (40) hours a week and the remuneration of the days of vacation taken one at a time is established at eight (8) hours per day. One full week of vacation starts on a Friday and ends on the following Thursday.

Note: Any lay-off period of less than six (6) months does not suspend the continuous service of an employee.

<b>VACATION</b>		
<b>Years of continuous service on May 1st</b>	<b>Weeks of Vacation Entitlement</b>	<b>Vacation Indemnity</b>
1	2	4% of preceding year's earnings or 2 weeks salary whichever is the greater.
3	3	6% of preceding year's earnings or 3 weeks salary whichever is the greater.
5 to 8	3 plus one (1) day	6.4% of preceding year's earnings or 3 weeks plus one (1) day salary whichever is the greater.
9	4	8% of preceding year's earnings or 4 weeks salary whichever is the greater.
10 & 11	4 plus one (1) day	8.4% of preceding year's earnings or 4 weeks plus one (1) day salary whichever is the greater.
12 & 13	4 plus two (2) days	8.8% of preceding year's earnings or 4 weeks plus two (2) days salary whichever is the greater.
14 & 15	4 plus three (3) days	9.2% of preceding year's earnings or 4 weeks plus three (3) days salary whichever is the greater.
16 & 17	4 plus four(4) days	9.6% of preceding year's earnings or 4 weeks plus four (4) days salary whichever is the greater.
18	5	10% of preceding year's earnings or 5 weeks salary whichever is the greater.
20 to 24	5 plus one (1) day	10.4% of preceding year's earnings or 5 weeks plus one (1) day salary whichever is the greater.
25	6	12% of preceding year's salary or 6 weeks salary whichever is the greater

During the year an employee reaches his 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup>, 45<sup>th</sup> and 50<sup>th</sup> year of service he will receive one (1) extra day during said year only, with the vacation indemnity paid in accordance with the chart at twenty-five (25) years of service.

**10.02 Less than one (1) year service**

Any employee who has not completed one (1) year of continuous service by May 1st shall be granted one (1) day holiday for each month worked up to a maximum of ten (10) days. Pay for this vacation shall be four percent (4%) of total earnings for the period worked prior to May 1st.

**10.03 Company vacation plan**

The Company will announce its decision by January 31<sup>st</sup> regarding annual vacations. This announcement will state whether there will be a plant shutdown, partial plant shut-down, reduced activity period, or staggered vacation. If the delay is not respected there will be no shut down. Shut down or partial shut down will be for a period not to exceed two (2) weeks, and will occur during July and August.

**10.04 Sheet of vacation choice**

Each employee will receive on or before February 1st, a sheet of vacation choice with the date of hire and the number of vacation days to which he is entitled.

**10.05 Limit date**

All employees will submit their preferred vacation dates to their manager and/or the team, where applicable, before March 10th.

**10.06 Allocation of vacation**

Within a team based environment, teams shall manage their vacation in order to ensure the committed schedule is adhered to and delivery dates are always met. The teams will ensure this obligation is met in all decisions to be made relating to vacation.

- a) The manager in collaboration with the team will determine the vacation quota for the year. The team will manage the vacation allocation as well as how the employees will be allocated their vacation. All members of the team shall agree on the proposed schedule. The manager will approve the solution proposed by the team before March 21st.

In case of disagreement, the manager and the Union Steward will meet with the team and help them resolve the problems.

- b) In cases where the team fails to apply paragraph a), the following process will apply;

Allocation of vacation dates shall be determined as follows:

- 1) vacation dates shall be allocated in order of plant seniority within the home department. However, in the event of production constraints within a section of a department, plant seniority within the section or department will prevail;
- 2) employees with vacation entitlement greater than three (3) weeks may be required to arrange their additional vacation to suit production requirements or to permit others to enjoy the period between June 1<sup>st</sup> and September 15<sup>th</sup>;
- 3) for the period of a shutdown or partial shut-down, the majority of employees within the designated departments will be required to include this period in their vacation entitlement;

- 4) Plant maintenance department employees and a limited number of employees in other departments will normally be needed to work during a plant shutdown, partial plant shutdown or reduced activity period and will be paid at their normal rates of pay:
- 5) Any employee wishing to change his vacation dates after March 10th, shall have no priority relating to his seniority. Any employee wishing to change his vacation dates after March 10th must submit his request to his Manager at least one (1) week in advance. In this case, the Company will post the available vacation for a seven (7) days period in the case of one (1) week or more or a minimum of two (2) days in the case of single days in order to offer the period to employees who had made this selection during vacation selection period and thereafter according to their seniority. However, if the employee wishes to change only one (1) day vacation, a forty-eight (48) hour notice will then be accepted;
- 6) For vacation choice, starting on May 1<sup>st</sup>, an employee with vacation entitlement greater than two (2) weeks is allowed to take the remainder of his vacation as single days. These days will not inhibit other employees eligible to take a complete week of vacation as long as the request has been made before March 10<sup>th</sup> and will not exceed the allocated number of employees on vacation at the same time. One (1) week prior notice will be given by the employee.

Employees with more than three (3) weeks of vacation working on the weekend shift will not be allowed to take single days as vacation except for the additional days of their fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) weeks of vacation.

- 7) For the vacation period starting May 1<sup>st</sup>, the employees will have the right to take one (1) two (2) or three (3) weeks of vacation between June 1<sup>st</sup> and September 15<sup>th</sup>. During this period, the employees may by seniority, either schedule these two (2) or three (3) weeks consecutively or schedule two (2) weeks non consecutively. If single weeks remain available before March 31<sup>st</sup>, the manager and/or the team will then offer them to employees by order of seniority. The employees who do not take a week of vacation or individual vacation days during the periods:
  - a) the week including the National Holiday until the end of the third (3<sup>rd</sup>) complete week of August; and
  - b) the two (2) weeks of the spring break, generally located in the last week of February and the first (1<sup>st</sup>) week of March, will receive their vacation pay increased by thirty percent (30 %) a week for two (2) weeks. In addition to the conditions expressed in the previous sentence, this thirty percent (30 %) increase for one (1) or two (2) weeks will also be granted to the employee who takes only one (1) week vacation within the period of June 1<sup>st</sup> to the week of the National Holiday or between the fourth (4<sup>th</sup>) week of August and September 15<sup>th</sup>. Single vacation days taken during these same periods will not affect the payment of the premium.
- 8) The days exceeding three (3) weeks may be taken as individual days at any time for a medical appointment, with satisfactory medical proof provided upon demand. Such a day will be communicated to the Team one (1) week prior to the date of the appointment.

**10.07 Posting of vacation**

Vacation lists, showing allocated vacation dates, shall be posted in each department by March 31<sup>st</sup>.

**10.08 Change of vacation**

After the lists of allocated vacation dates have been posted, an employee who is requested by the Company to work during his allocated vacation period shall choose another vacation period within the current vacation year with the agreement of his manager. Such employees shall be paid at the rate of time and one-half (1.5) for the regular shift hours worked during his cancelled vacation period, and at normal overtime rate for any overtime worked during the same period.

Should such a change involve a loss of money, the Company will reimburse the employee upon presentation of supporting documents.

**10.08.1 Cancellation for medical reasons**

An employee who is hospitalised during his vacation or who is the victim of a non-industrial illness or accident and approved in accordance with the provisions of article 22.00, may then submit an application in accordance with the group insurance and he shall be permitted to postpone all or part of his vacation for the period following his return to work providing his disability is of a duration of more than three (3) days.

**10.09 Lay-off - dismissal – insurance**

Employees laid off from the Company due to lack of work or who voluntarily terminate their employment and having given a minimum of one (1) week's notice in writing shall receive their vacation pay in accordance with the applicable legislation or any amendment thereof, and will be paid for each of any fourth (4<sup>th</sup>), fifth (5<sup>th</sup>) or sixth (6<sup>th</sup>) week of vacation entitlement on the basis of one (1) day of straight time pay, for each complete ten (10) weeks they have been employed by the Company, during the vacation reference year.

Employees dismissed for cause, or leaving the Company voluntarily without giving one (1) week's written notice, shall be limited to vacation pay in accordance with the applicable legislation or any amendment thereof.

Notwithstanding the provisions of articles 10.01 and 10.02, employees who have been absent on group insurance sickness benefits, long term disability benefits, CSST, maternity leave, paternity or parental leave or SAAQ, shall upon return to work or at the end of the reference year, be entitled to their full vacation based upon their years of Company service. The vacation indemnity will be paid as follows:

- a) for entitlement to a maximum of three (3) weeks the indemnity will be calculated in accordance with the provisions of the applicable legislation or any amendment thereof;
- b) for entitlement of a fourth (4<sup>th</sup>), fifth (5<sup>th</sup>) or sixth (6<sup>th</sup>) week the indemnity will be calculated on the basis of one (1) day at straight time pay, for each complete ten (10) weeks the employee has been at work during the previous reference year.

An employee on lay-off may choose not to receive his vacation pay at the time of the lay-off. Payment will be made, following a written demand to the Company or at the latest on April 30<sup>th</sup> of the current year.

**10.10 Statutory holiday**

In the event that a statutory holiday falls within an employee's annual vacation period, the employee must add an additional day to his annual vacation period, either directly before or directly after.



## **11.00 OCCUPATION AND WAGES**

### **11.01 Occupation**

The Company shall classify its employees according to the occupations in Appendix "A" and pay wages as in Appendix "C" which is appended hereto and forms part of this collective agreement.

#### **11.01.1 Students**

A student worker designates an employee registered into a recognized educational institution who is hired during the period from May 15<sup>th</sup> to September 15<sup>th</sup>. No student will be hired if there are permanent employees on lay off.

Students will be hired under the following conditions;

- a) The salary will be the salary specified in Appendix "C" for student
- b) Students will not accumulate seniority
- c) Students will be the last to be selected for overtime
- d) The employment of students is temporary, the Company may terminate their employment at any time.
- e) Students will not be entitled to the Disputes and Grievance Procedure.
- f) Union dues will be deducted from pay and remitted to the Union.

### **11.02 Starting rate**

In the event that the Company wishes to pay wages in excess of the starting rate in a grade or classification, the applicant's experience will be discussed with the Shop Committee prior to the vacancy being filled.

#### **11.02.1 Pay**

Lodge 869 members will be paid on Thursday every two (2) weeks, by direct deposit. Employees will be able to access their pay stub by internet.

The Company will make the required efforts to correct pay errors on the following pay. In order to meet this intent, the employee shall notify the Company of all errors at the latest, on the Tuesday following the regular pay day.

### **11.03 Disagreement**

Any disagreement as to the fairness of an employee's occupation, classification or wage rate shall be discussed between the employee and the manager or director concerned and, if the employee so desires, in the presence of a member of the Shop Committee, or alternatively, the case may follow the Disputes and Grievance Procedure as per Article 16.00.

### **11.04 Group**

If an employee considers that the nature of the work he is performing is at a higher group or occupation level than his current classification, he may submit a written statement to his manager outlining his reasons for requesting a review of his occupation or his group.

The manager must reply within three (3) working days. If he fails to reply within this time limit, the employee's request, countersigned by a member of the Shop Committee, may be referred to the senior HR Manager on-site as per Step 1 of the Disputes and Grievance Procedure, provided that the Shop Committee did not agree to extend said time limit.

### **11.05 Progression within occupation**

The Company accepts the principle that employment security and promotional opportunities shall increase with continuous service, subject always to its responsibility to maintain an effective and viable operation, and the demonstrated ability of the employees concerned. The Company and the Union accept that it is up to the employees claiming the right to a progression of classification within their occupation to prove they are readily qualified to perform the work required for this classification of their occupation. The Joint Training Committee in collaboration with the team will ensure that the required training be given to the employees and will develop an evaluation process which will determine if the employee is admissible or not to the progression. If necessary, the Joint Training Committee will make the required revisions and recommendations.

#### **11.05.1 Eligibility**

To be eligible for progression, the employees must be qualified as follows:

##### **Occupation in Group I, (PROGRESSION FROM B TO A)**

Candidates must demonstrate to the satisfaction of the Company that they have completed a recognized apprenticeship and must have two (2) years experience within the occupation or have four (4) years of related experience in the trade;

The candidate must be competent on task of their occupation within their department according to the defined criteria and approved by the Joint Training Committee.

##### **Occupation in Group II, (classification "B"):**

Candidates must demonstrate to the satisfaction of the Company that they have completed two (2) years of related experience in the trade.

##### **Occupation in Group II and IIIA, (classification "A"):**

Candidates must demonstrate to the satisfaction of the Company that they have completed eighteen (18) months related experience in the trade.

#### **11.05.2 Exclusion**

If a problem relative to the professional skill is such that the employee's record is annotated with a disciplinary measure in conformity with article 18.02, the progression eligibility will be refused to him for the less of the following two (2) periods, whether one (1) year from the date of the event that has lead to such measure or its withdrawal. A problem relative to the professional skill is defined as any action or negligence that has a negative impact on the quality of his work and that has consequently a negative effect on the process, product, equipment or any other Company property.

#### **11.05.3 Qualifications**

Employees meeting the qualifications stipulated in article 11.05.1 who wish to pass their theoretical exam must submit their written request to the Training Department on form RRC 140-066. The demands and the theoretical exam have to be completed within a delay of forty-five (45) days following the presentation of the progression demands. Employees obtaining a minimum grade of seventy percent (70%) or better on the theoretical test will have their rate of pay adjusted retroactively to their date of application chosen by the candidate or of the eligibility date in accordance with the nearer of the two dates.

An employee who fails to qualify can submit a request for review to the Joint Training Committee. The role of the Joint Training Committee is to review the results and to verify if the employee has been scheduled for the appropriate testing process. The Committee's decision is final and cannot be appealed.

N"B": The theoretical tests only apply to positions appearing in Group "1".

In the event that an employee fails to achieve the seventy percent (70%) minimum, the employee will be admissible to an additional test, six (6) months after the recorded date of failure. And in the framework of this reapplication for the theoretical part of the exam, the employee will have the choice between the written test or an oral test in the format of an interview made in the presence of the Joint Training Committee. If, after a second (2<sup>nd</sup>) attempt, the employee obtains a passing grade, he will be paid the applicable rate retroactively to the start of his second (2<sup>nd</sup>) attempt. When required, any subsequent attempts will be rescheduled in increments of twelve (12) months. Upon successful completion, the employee will be paid retroactively to the start of the latest attempt. All employees will receive a detailed statement of the test results and a series of recommendations relative to the results obtained.

The Parties agree that progression within an occupation will continue to apply for employees who have seniority within an occupation and this, even where lay-offs may occur within an occupation.

In order to facilitate and better co-ordinate the scheduling of the testing process, the tests will be scheduled every thirty (30) days.

#### **11.05.4 Guidelines for External Recruitment**

It is agreed that an external candidate can apply for a progression within an occupation at the end of his probationary period if he meets the requirements of the classification of the occupation to which he applied and if he fully understands the Company's procedures and rules.

The Company undertakes to give external candidates a test prior to employment in order to establish their competency within the classification of their occupation for positions appearing in Group I.

#### **11.05.5 CAMC (Canadian Aviation Maintenance Council)**

The Company shall consider as an asset the external candidate certified member of the CAMC who meets the requirements and qualifications for the positions.

#### **11.06 Posting**

- 1) It is agreed that no vacancy shall be filled from outside the Company unless it has been posted for a period of six (6) days during the last three (3) months.
- 2) An employee wishing to apply for an available position will submit his application online. For positions included in Group I and II, should there be more than one (1) applicant, the Company will grant the position to the most senior employee who possesses the aptitudes and the required qualifications for the position.
- 3) For positions included in Group III, IIIA, IV, V, and VI, the Company will grant the position to the most senior employee who can satisfy the normal requirements of the position.
- 4) If an employee's application has been rejected, the employee may invoke the grievance procedure. Rejected applications will not be placed in the personal file of the employee.
- 5) it is agreed that the Company may fill a vacancy from outside sources after all internal applications have been checked and considered without producing an approved candidate, or can:
  - a. Recruit externally for the vacancy created by the internally selected candidate coming from the same occupation.
  - b. Post the vacancy created by an internal candidate coming from another occupation. If a vacancy is created by another internal move, then the last will automatically be filled by an external candidate.

- c. In the case where it is mandatory for an employee to apply for another position due to personnel reductions in his department, the employee may return to his original department provided there is an increase in personnel therein notwithstanding the twelve (12) month period specified in article 11.06 11).
- 6) In the event that an employee is absent from work up to a period of six (6) weeks during of job posting, they shall have the right to make an application for the position on their return within six (6) working days. He can consult the list of jobs posted during his absence in the Human Resources Department.
- 7) The paragraph will not apply when the internal candidate has passed his trial period or when an external candidate has been hired. The Shop Committee will be notified of the starting and ending date of the trial period of an internal candidate.
- 8) When granted a vacant position following a posting or following a request for review, upgrading, reclassification or transfer, or for the purpose of determining the validity of a grievance, the Company may require the employee to demonstrate his ability to satisfactorily perform the work over a trial period in the same classification or higher classification as the result. An employee so placed on trial shall be paid at his existing wage rate for the duration of the trial period, if found unsatisfactory, within a maximum period of sixty (60) worked days, he will automatically revert to his previous position.
- 9) Within a period of twenty (20) worked days, an employee who has changed occupation following a posting, may elect to return to the previous occupation and department. In such case, paragraph 11) will apply. Whenever production constraints prevent an employee from fully experiencing the new occupation, the Company and the Shop Committee may extend said period.
- 10) After applying on an open position, an employee granted a position with a lower classification will receive the salary of the new classification on the first (1<sup>st</sup>) day of his assignment. If an employee is granted a position with a higher classification, and his work is deemed satisfactory within a maximum period of sixty (60) days worked, the employee will be remunerated at the hourly rate of the new position retroactively to the start date of the trial period.
- 11) It is further agreed that all seniority acquired by an employee during the trial period will be added to his new classification in his occupation if he is accepted or added to his previous occupation on his return to his former position.

The Company reserves the right to reject an employee's application if he has been selected on another posting in the last twelve (12) months.

- 12) An employee in Group II or I who obtains a job in a lower group will have the right to maintain his salary for a period of two (2) years. The employee undertakes to pass the appropriate examinations in order to maintain his grade level.

#### **11.07 Posting – Not Included In Appendix A**

Hourly-rated jobs becoming available, which are not classified according to Appendix "A" will be posted on the notice boards for six (6) working days, so that applications can be submitted by persons already employed by the Company.

Any new hourly-paid job which becomes available shall be negotiated between the Parties to this agreement with regard to the occupation, classification and group. A temporary rate will be established by the Company until such time as the occupation, classification, group and wage rate have been agreed between the Company and the Union. If the agreed wage rate is higher than the temporary rate, the difference in the basic rate shall be paid retroactively.

**11.08 Qualification - Master Electrician**

The Parties recognize that the licence A-2 (Master Electrician) is issued to a qualified member of the Company in accordance with R.S.Q. 1964, Chapter 153, Electricians and Electrical Installations Act, and Chapter 153, Master Electricians Act.

**11.09 Premium Qualification**

The employees having the qualification of master electrician will receive a seven percent (7%) premium per hour on top of the classification A of their occupation.

The employees who have obtained the signing rights permitted with the SCA license will receive a three percent (3%) premium per hour on top of their base rate of their group. The Company reserves the right to limit the number of signatories at all times.

The employees from the occupation SCS 87/2/1A will receive a three percent (3%) premium per hour on top of their base rate of their group.

For non destructive testing inspectors (N.D.T.) that wish to renew their CGSB certification, related to Non-Destructive Testing (N.D.T.), the Company will agree to reimburse the cost of the examination, the certification card, the allocated mileage, and loss of salary related to the test upon receiving proof of success.

**11.10 CAMC | Registration**

The Company accepts to assume the cost of registration and renewal to CAMC for all accreditation in present and future trades, and only in cases where the Company requires an employee to be a member. The evaluators will be nominated by RRC and accredited by CAMC.

**12.00 REDUCTION OF WAGES**

**12.01** The Company agrees that it intends to exercise its right to classify its employees as set forth in articles 11.01 and 11.02 in a fair and equitable manner, and will not proceed with any wage reductions following the signature of this collective agreement.

**13.00 NOTICE BOARDS**

**13.01 Notice Boards**

The Company shall furnish suitable notice boards for the exclusive use of the Union in all facilities. All material posted on the Union notice boards shall be approved by the designated Company representative before posting.

**14.00 UNION BUSINESS.**

**14.01 Leave of absence without pay**

The Company shall, upon request, grant a leave of absence without pay to Union delegates to attend Union activities such as, conferences, conventions and/or seminars or training programs. The number of delegates should not exceed one (1) delegate per one hundred twenty-five (125) members of Lodge 869, or one (1) delegate in a department of five (5) employees or less, unless there is a mutual agreement between the Company and the Union. Satisfactory proof of participation will be given to the Company for such leave of absence, if requested.

Notwithstanding the preceding paragraph, the Company shall, upon request and as soon as possible in accordance with the availability of the Union's program, grant a leave of absence for up to two (2) days with pay to newly elected members of the Shop Committee to attend a Union training program on labour relations.

**14.02 Negotiation Committee**

Prior to the expiration of the present agreement, the Company will allow, if required, the Union Negotiating Committee a minimum of fifteen (15) working days and a maximum of thirty (30) working days without pay to prepare for negotiation. Furthermore, the Union delegates for contract pre-negotiations and contract negotiations shall not exceed five (5) in number, of which not more than one (1) delegate is selected from a department with five (5) or fewer employees.

**14.03 Additional time off, without pay**

The Company further agrees to allow additional time off, without pay, required by the Lodge President or his designated representative to transact Union business. Only one (1) employee may be absent at a time unless otherwise agreed with the senior HR Manager on-site. This provision is separate from those outlined in articles 14.01 and 14.02.

**14.04 Notice**

The Union agrees to give the Company notice of ten (10) working days for all leaves of absence.

**14.05 Union representatives**

The Company agrees that designated Union representatives shall be paid for the time spent in discussions with the Company representatives.

The Company will grant the Local Lodge 869 President a full time clearance. Said clearance will be taken inside and/or outside the factory as required.

The Company will grant the Shop Committee Chairman and the Assistant Shop Committee Chairman a full time clearance. The Company will grant to the third (3<sup>rd</sup>) member of the Shop Committee on day shift, one and one-half (1.5) hours per day in the afternoon to deal with questions relative to the interpretation of the collective agreement. Furthermore, in order to participate in communication meetings he will be granted one (1) day every week. The evening shift Shop Committee member will be granted fifteen (15) hours per week. The Shop Committee member responsible for the weekend shift (Saturday and Sunday) will be liberated one (1) hour per day.

Said clearances will be taken inside the factory in order to address daily matters. Whenever said matters require clearances outside the factory, e.g. discussions with the President of Local Lodge 869, IAMAW representatives, IAMAW lawyers, preparation of grievances, preparation of arbitration files or participation in arbitration hearings or other proceedings, said clearances may be taken outside the factory, provided that the Shop Committee member involved advises by email or by text message, as soon as possible, the President of Local Lodge 869, with a copy to the senior HR Manager on-site and the District 11 representative of IAMAW and that said request is approved by the President of Local Lodge 869 or the District 11 representative of IAMAW, where applicable. Said approved request will specify the duration of the clearance required and the reason.

The Company will also grant clearance to the Recording Secretary for up to twenty (20) hours without pay per four (4) week period and clearance to the Financial Secretary for up to twenty (20) hours without pay per four (4) week period. Said clearances will be taken inside and/or outside the factory as required.

When required, according to production needs, the Company will grant clearance to the Union Representative of the Joint Committee described at article 21.02. Said clearance will be taken inside and/or outside the factory as required.

When required by the Local Lodge 869 President, according to production needs, the Company will grant clearance to the Local Lodge 869 Vice-President without pay.

With the exception of the President, if a Steward must leave for Union business, the President must request it in writing to the senior HR Manager on-site.

Positions allocated by the Company to the Union in article 14.05 will not be replaced in case of absence of the incumbent, with the exception of absences of more than one (1) week on LTD (Long term disability), STD (short term disability) and CSST.

**14.06 Representatives names**

The designated Union representatives shall be listed in a letter from the Union to the Company.

**14.07 Procedure discussion**

If an employee wishes to discuss a problem with his Shop Steward, he shall obtain permission from his manager to do so. He shall record his time following the normal procedure and will have twelve (12) minutes after that to discuss his problem. The Company shall pay this period of time.

However, any meetings with a member of the Shop Committee must take place at the time of his liberation. These meetings on the evening shift will also take place on the liberation of the evening shift of the Shop Committee member. The meetings on the weekend shift (Saturday and Sunday) will also be at the same time as the liberation of the weekend Chief Shop Steward. The employee's manager must approve any exceptions.

The employee, Shop Steward and/or a Union representative must at all times request permission from his manager to leave the department in order to discuss Union matters or problems. These meetings will also take place on the liberation of the Shop Committee member.

The manager must not delay or refuse to approve such a request without a valid reason.

## **14.08 Time - Union Business**

### **14.08.1 Union Office**

The Company will provide the Union with the privilege of locating an office on the Company's premises for the purpose of transacting normal "in-plant" Union affairs and a separate office for the Employees Assistance Program.

### **14.08.2 Visit to another Department**

If a Union official wishes to enter a department in order to discuss problems or Union matters with an employee or a Union official, he must first obtain prior permission from the manager of the department he wishes to enter. This permission will not be delayed or refused without valid reason. However, the time limit is provided in clause 14.07.

### **14.08.3 Authorization - Additional Time**

The senior HR Manager on-site may authorize paid leaves in addition to those provided in the collective agreement.

### **14.08.4 Registration of Time**

With the exception of the Local Lodge 869 President, all Union delegates shall comply with the terms of articles 5.02.1 and 5.09.

## **14.09 Reduction of Employees**

The Company accepts that following the election or appointment of a Union officer; no reduction in numbers of employees within a department will affect their term of office.

## **14.10 Shop Steward Meetings**

The Parties agree that the Shop Stewards will meet monthly, on the Monday of the Local Lodge's monthly general meeting, from 13h30 to 15h30, and will be paid by the Company at straight time. The dates of the monthly meetings will be sent to the Company in December of the preceding year.

## **14.11 Company's Offer / Special Assembly**

The Company will allow time to the employees to permit them to vote on Company offers. The Company will pay one (1) hour at straight time for the day, evening and week-end shift employees and two (2) hours for the night shift employees.

All other special meetings will be conditional to mutual agreement.

## **14.12 Union Training Fund**

For the duration of this collective agreement, the Company agrees to contribute to a Union training fund managed by the Union.

### **1) Amount of the Contribution;**

The Company will deposit three cents (\$0.03) per hours worked for each member of the Bargaining Unit.

### **2) Payment process;**

The amount of contribution will be electronically transferred in a bank account identified by the Local Lodge 869 within thirty (30) days following the calculation of worked hours for the preceding month.



## **15.00 PROMOTIONS, TRANSFERS AND TEMPORARY EMPLOYMENT**

### **15.01 Temporary Promotions**

The Union agrees that the Company shall have the right to make any necessary temporary promotions. The Company in turn agrees that any such promotions shall carry the applicable wage rate of the occupation and classification, and that under no circumstances, shall the procedure relative to temporary promotions be used to defeat the purposes of any provisions of the present agreement.

The temporary promotion will be made in favour of the employee that has the most seniority in his department. Such temporary promotions shall not exceed six (6) weeks, unless the Shop Committee and the Company mutually agree to a longer period. However, for the choice of the candidate, the temporary promotion to a manager's position shall be the sole prerogative of the Company. This mandate will be assigned for a minimum of one (1) week.

The duration of a temporary promotion for the purpose of replacing a manager must not exceed ninety (90) working days per calendar year. However, where the manager being replaced is ill, the temporary promotion must not exceed one hundred twenty (120) working day per calendar year. Beyond these periods, the seniority of the employee temporarily promoted will cease to accumulate.

The Shop Committee will be informed of all temporary promotions at the time of nomination.

#### **15.01.1 a) Employees permanently transferred between departments within an Occupation**

If during the year, opportunities for permanent transfers become available or an employee transfer is necessary to meet production requirements, the Company will post the available positions for six (6) working days to allow employees to apply for the position. These positions will be granted by order of seniority in the occupation. Article 11.06, paragraph 6) applies.

The Company reserves the right to limit the number of transfers in order to maintain the good working of its operations. However, as much as possible, these transfers will be favoured in order to optimize employee's acquisition of knowledge and in this way increase labour flexibility.

An employee permanently transferred agrees to stay in his new department or section for a period of twelve (12) months minimum, unless a new department is created. In this case, the employees can apply to obtain a transfer to this new department and they will be granted by seniority in the occupation.

The Shop Committee will be notified by E-Mail of all transfer requests.

#### **b) Department division and mergers**

When the Company decides to divide a department, the following process shall apply:

- 1) Any decision about department division or merger will be communicated to employees by posting in the department, twenty (20) days preceding the posting of the positions before division.
- 2) Created positions for the new departments will be posted for a period of six (6) days.
- 3) Positions will be offered by the manager to employees of the department to be divided, by occupation and seniority in order to meet organizational objectives.
  - The manager will share the list of positions with names of the employees who have already made their choice.
  - The employee will make his choice, if the employee cannot decide, the manager will proceed with the next employee with most seniority.

- Employee on vacation or absent will be contacted in order to give his choice. If the employee cannot be reached, the Manager will proceed with next employee. Employee leaving on vacation during the posting process may give their choice before leaving or delegate a co-worker to decide for him.

4) The final list will be posted and a copy will be sent to the Shop Committee.

When the Company decides to merge departments, the following process shall apply:

- Employees will remain on their actual position. In case of surplus of employees Article 17.00 will apply.

#### **15.01.2 Temporary short-term transfer (twenty-six (26) weeks and less)**

A temporary short-term transfer is one of less than **twenty-six (26)** weeks to meet production requirements or to replace an employee who is absent for less than six (6) months.

- **Eight (8) weeks or less (no posting)**

When transfers of eight (8) weeks or less are necessary, they will be granted by seniority to volunteer employees from departments able to make employees available. The transfers will go to employees in the occupation who have the skills according to the competency chart. If there are no volunteers, the Company will then assign available employees by reverse order of seniority in the occupation that have the competency.

In the event that employees with competency are not available to meet these needs, short-term transfers will be by order of seniority among volunteers and available employees, who have the required qualifications, and then by reverse order of seniority.

Overtime will be allocated from the availability list of the original department and employees may indicate their availability on the alternative list of the department where they are currently assigned.

- **More than Eight (8) weeks (with posting)**

When transfers of more than eight (8) weeks are necessary, the Company will post them for a period of six (6) working days. They will be granted by seniority in the occupation. If there are no volunteers, the Company will assign the transfers by reverse order of seniority in the occupation.

Employees will be on the availability list of their new department and may indicate their availability on the alternative list of their original department.

Employees transferred for a period of more than eight (8) weeks will be on the rotation list of the department where they are temporarily transferred.

#### **15.01.3 Notice to the Union**

The manager or a member of the Team, where applicable, will advise the Steward and the Shop Committee by e-mail at the time any workforce transfers are undertaken to meet the following short-term needs (as per Articles 15.01.2 and 15.01.4):

- Operating needs
- Leave without pay
- Short-term illness
- Education leave
- Maternity, paternity and/or parental leave

Union business

Other authorized absences  
Surplus of workforce in a cell, section, department

#### **15.01.4 Relocation outside occupation**

Temporary relocation outside occupation may happen in the following situations;

##### **a) Surplus of employees within an occupation**

If there are surplus employees within a cell or department, the Company shall transfer or relocate the surplus employees first by volunteers and thereafter by reverse order of seniority within another department but within the same occupation where there is work available.

If no work is available under the previous conditions, then the employees in surplus within a cell or a department where there is no work, will be relocated to another occupation where work is available first by volunteers by seniority and then by reverse order of seniority.

The employee assigned outside occupation will receive the higher of the two (2) amounts, either the rate of his actual occupation or the rate of the other occupation.

Overtime for these employees will be allocated by the following manner;

- Overtime will be allocated from the availability list of the original department and employees may indicate their availability on the alternative list of the department where they are currently assigned.

##### **b) Shortfall of employees within an occupation or training needs**

If there's a shortfall of employees within an occupation inside a cell or department or if there is a need for training identified by the Company, the Company will transfer by seniority voluntary employee from department who can free up some employees. In cases where there is not a sufficient number of volunteers, the Company will transfer employees from departments that can free up employees by reverse order of seniority.

The employee assigned outside occupation will receive the higher of the two (2) amounts, either the rate of his actual occupation or the rate of the other occupation.

Overtime for these employees will be allocated by the following manner;

- Overtime will be allocated from the availability list of the original department and employees may indicate their availability on the alternative list of the department where they are currently assigned.

Employees transferred by reverse order of seniority will be transferred for a maximum of thirty (30) work days per calendar year.

It is understood that in application of this Article, when within a department, an employee with less seniority is transferred within his occupation and thereafter an employee with more seniority is transferred outside occupation, the Company will ensure to transfer outside occupation the employee with the least seniority in the department.

In all cases of transfer outside occupation, the team will ensure that the employees transferred are trained in order to execute assigned work in a safe manner and according to procedure established by the Company.

It is hereby agreed that when circumstances occur where the Company wishes to apply this article for up to two (2) weeks with employee volunteers, the manager will send a written notice

to the Shop Committee. In all other cases, prior discussions between the Company and the Shop Committee shall take place in order to explore the impact on the occupation.

In addition, under this article no permanent employee of a department where one (1) or more employees are transferred outside occupation can be transferred out of their own department.

#### **15.01.4.1 Work or training outside occupation**

The group of employees in a department, cell or team can, whenever necessary, in order to deliver the committed schedule, perform work outside their occupation for up to a maximum of sixteen (16) hours per week, whether on a consecutive and/or cumulative basis and this within each occupation within the department, cell or team affected unless an agreement is reached with the Shop Committee to extend said maximum. However, an employee will not be required to perform work outside of his occupation for more than said maximum, except as a volunteer.

Hours worked out of occupation will be performed within an existing occupation on the shift only by employees working on that specific shift.

Overtime for these employees will be allocated in the following manner:

Overtime will be performed based upon the availability list of his original occupation and he may indicate his availability by stamping the overtime form for the occupation where he is currently assigned.

All hours worked out of occupation will be recorded and posted in the department concerned.

#### **15.01.5 Notice to the Union- Surplus of personnel**

The Company will inform the Shop Committee of the number of employees, their occupation and the department where there is a surplus of personnel.

#### **15.02 Temporary employment**

In the event where a position becomes vacant because of the absence of an employee, the Company reserves the right to replace, without any internal posting, this employee for the duration of his absence by a laid off employee who meets the normal requirements of the position and afterward by an external candidate.

The following conditions will be respected for temporary replacements:

##### **15.02.1 Maximum Duration**

When a temporary replacement is requested to replace an employee on maternity leave, parental leave, a deferred leave, unpaid leave of absence, long term disability, CSST or for educational leave, he will be hired for the expected duration of the leave (maximum twelve (12) months) and the position will not be posted.

In all other circumstances the temporary replacement can work a maximum of six (6) months per calendar year. After this delay, the job will have to be posted in accordance with the stipulations of Article 11.00, unless there is an agreement with the Shop Committee to extend this delay of six (6) months.

##### **15.02.2 Probation**

In the event where the temporary replacement obtains a permanent job, the period worked as temporary will be counted in his probationary period as long as it is within the same occupation.

### **15.02.3 Notice to the Union – temporary replacements**

For the following circumstances, the Company will inform the Union prior to hiring any temporary replacement:

- \* leave of absence
- \* short-term disability
- \* Long term disability
- \* educational leave of absence
- \* parental, paternity or maternity leave
- \* CSST
- \* leave with deferred pay
- \* Union business

In any other circumstances, the hiring of temporary replacements will have to be mutually agreed between the Parties.

### **15.02.4 Lay-off**

It is agreed that no permanent employee will be laid-off or on a lay-off as long as a temporary replacement works in the same occupation.

### **15.02.5 Terms**

The hiring terms for temporary replacements will be as follows:

1. the wage rate of the occupation and the classification will be paid;
2. the Rand formula will be applied;
3. the temporary replacements will be the last ones to be asked for overtime.

## **16.00 DISPUTES AND GRIEVANCES PROCEDURE**

### **16.01 Strikes – lockouts**

The Parties agree that there shall be no strikes or lock-outs during the term of this agreement as provided by the provisions of the Labour Code of the Province of Quebec. Employees participating in a slackening of work designed to limit production, as described in the Labour Code shall be liable for discipline. Such disciplinary action being subject to the grievance procedure and arbitration.

### **16.02 List of representatives**

The designated Company representatives empowered to deal with grievances shall be listed in a letter to the Union by the senior HR Manager on-site or his designate.

### **16.03 Dispute**

Any dispute as herein defined between the Company and employees covered by this agreement shall be subject to adjustment by the procedure prescribed in this article. Employees on probation as defined in Article 17.01 are covered by this collective agreement except for discharge.

#### **16.03.1 Communication meeting, “Grievances and disputes”**

A regular meeting of the Communication Committee will be held on a weekly basis unless the Parties agree to change dates. This meeting will include members of the Human Resources Department and members of the Shop Committee.

Minutes will be prepared each week alternatively by the Parties and will be made available for revision and approbation at the following meeting.

A list of subjects including a list a grievances that the Union wants to discuss at that meeting will be transmitted and the agenda will be submitted to the Parties at least one (1) day prior to the schedule date of the meeting.

The minutes shall include; the date of the meeting, names of participants, description of the discussed grievances and all other subject discussed by the Parties.

### **16.04 Grievance definition**

A grievance shall be defined as a controversy arising from any of the following:

1. Any matter concerning interpretation of any provision of this collective agreement;
2. Any matter considered to be a violation of any provision of this collective agreement;
3. Any matter relating to discrimination or intimidation toward any employee covered by this collective agreement.

### **16.05 Grievance Procedure**

To be considered within the grievance procedure, a grievance must be presented within thirty (30) calendar days for warnings, suspensions and discharge. In other cases, the grievance must be presented within sixty (60) calendar days following the date of the presumed incident giving rise to the grievance. Otherwise, it will not be considered as a valid grievance and will not be subject to arbitration.

#### **1st Step Grievance Procedure**

The Shop Committee will submit the grievance of the employee to his manager with copy to the Human Resources Department.



The manager must give his answer to the Shop Committee, with a copy to the Human Resources Department, within ten (10) working days following the reception of the grievance; otherwise, the grievance will be considered as accepted, without any prejudice.

If the grievance is not settled at the First Step, the Shop Committee may proceed to Step Two of the grievance procedure within ten (10) working days following the reply of the manager, otherwise the grievance will automatically expire.

### **2nd Step Grievance Procedure**

The Shop Committee must submit the grievance to the Human Resources Department with a copy to the employee's manager.

At this stage, the Company and the Shop Committee will discuss the grievance at the Communications meeting that will be held every week. The Business Representative may attend this meeting. Following this meeting, the Company must give their answer within ten (10) working days following the date of the Communications meeting otherwise the grievance will be considered as accepted, without any prejudice.

If the grievance is not settled at this stage, the Shop Committee must give written notice of their intention to proceed to arbitration. This notice must be given to the Company within thirty-one (31) calendar days following receipt of the Company's Step Two reply, otherwise, the grievance will automatically become null and void, unless the Parties mutually agree to an extension.

Any request for extension of time must be submitted in writing and agreed upon in writing.

#### **16.06 Arbitrator Selection**

The arbitrator shall be selected by mutual agreement between the Company and the Union within ten (10) working days of receipt of the notice of intent to proceed to arbitration.

In each case where an arbitrator would be required in accordance with this agreement he shall be selected amongst the arbitrators listed below. The Parties agree to establish an arbitration calendar according to availabilities of the following arbitrators:

- André Dubois
- Maureen Flynn
- André Sylvestre
- Jean-Pierre Lussier
- Jacques Larivière
- Noël Malette

Should the Company and the Union fail to agree on an impartial arbitrator, or if none of them are available, within the aforementioned ten (10) working days, either Party may request the Minister of Labour for the Province of Quebec to appoint an arbitrator within the following ten (10) working days unless the Parties mutually agree to another delay.

#### **16.07 Arbitrator's Jurisdiction**

The Union and the Company agree that the arbitrator shall have no power to add or to subtract from or modify any of the terms of this collective agreement, but shall have the authority to maintain, reduce or rescind any disciplinary or administrative measure, and to decide the appropriate compensation, if any. The arbitrator's jurisdiction shall be limited to matters concerning the interpretation, application or compliance with the provisions of this collective agreement.

The decision of the arbitrator shall be final and binding on both the Parties.

## **17.00 SENIORITY, LAY-OFF & RECALL**

### **17.01 Seniority- Probation**

The seniority of each employee covered by this Collective Agreement shall be established after his probation period has been completed, and then shall be effective from the hiring date. The probation period shall be four hundred and eighty (480) hours of work including overtime and excluding the initial training period outside the Company. In the event an employee fails his probationary period, the Union will have the right to appeal but not to grieve on behalf of the new employee.

### **17.02 Union Representatives**

The following designated Union officers and representatives will be accorded top seniority by the Company with regard to lay-offs.

- Lodge President
- Vice President
- Recording Secretary
- Secretary-Treasurer
- The Prevention Representative
- Three (3) members of the Shop Committee, plus one (1) afternoon shift representative
- Five (5) members of the Negotiation Committee
- The Communicator
- The Educator

### **17.03 Union Business Leave**

Should an employee of the Company be elected and/or appointed to a position with the International Association of Machinists and Aerospace Workers (IAMAW) or an affiliated Union Organisation, his seniority shall be suspended four (4) years after his office entrance. If that nomination should end and that the employee returns to the Company, the Parties will recognize all of his seniority including the four (4) years. Furthermore, these principles apply in the event of consecutive elections or appointments.

An employee elected or appointed to a position with IAMAW or an affiliated Union organization will not be covered by the Company's group insurance plan and will not accrue any service under the pension plan during the period of the appointment.

### **17.04 Seniority suspended**

An employee's seniority shall be suspended under the following conditions:

- a) any leave of absence without pay of more than one hundred eighty (180) calendar days;
- b) an employee on sick leave, CSST, "Société de l'Assurance Automobile du Québec" or family leave (Article 9.02) or any other leave of absence will cease to accrue seniority eighteen (18) months after the day he has been served with notice of lay-off as if he had been at work;
- c) Lay-off exceeding eighteen (18) months.
- d) temporary promotion as per article 15.01.

#### **17.04.1 Seniority Lost**

An employee will lose his seniority and his employment with the Company will be terminated in the following conditions:

- a) if he resigns
- b) if he is dismissed for a reasonable and fair motive.

**17.05 Restored seniority**

An employee on lay-off with less than two (2) years' seniority at the time of lay-off shall have his seniority restored to him if he is recalled within eighteen (18) months of lay-off.

An employee on lay-off with two (2) years seniority or more at the time of lay-off shall have his former seniority restored to him if he is recalled within four (4) years of lay-off.

**17.06 Accrued seniority**

An employee who has been upgraded within an occupation may at time of lay-off, add the seniority he accrued in the previous classification of his occupation to the seniority of his new classification.

**17.07 Lay-off**

The seniority will be recognized as set forth in Article 17.01.

Before a lay-off, the Company will give, at its own discretion, to the employees concerned either a lay-off notice or a payment in lieu as follows:

- less than five (5) years seniority: ten (10) working days
- more than five (5) years less than ten (10) years seniority: twenty (20) working days
- ten (10) years and more seniority: forty (40) working days

Before giving a lay-off notice to an employee, the Company agrees to give a five (5) working day notice to the Shop Committee.

**17.08 Plant seniority**

The Company agrees that plant seniority with respect to occupation shall be the primary factor in all cases of lay-off subject to the following exceptions:

- a) in the event of production constraints, the seniority within occupation will prevail
- b) clauses 17.02, 17.09 & 17.14

**17.09 Ability - special training**

Four (4) employees, who have ability because of proven special training or who because of special ability are essential to the efficient operation of the plant may be retained or recalled if laid-off, out of seniority sequence, provided such employees are placed on jobs making use of such ability. No more than two (2) employees may be accorded this provision in any single department.

The Company agrees that the above provisions regarding special training will apply only during the twelve (12) months commencing from the initial utilization of such special training and provided the utilization of such training occurs within twenty-four (24) months of the completion of the training.

In addition, the Company will be allowed to protect four (4) employees because of special ability but not more than one (1) employee in any one department.

**Note:**

Should there be a reduction in the number of protected Union people as per Article 17.02, the same quantity will be reduced from the Company's protection as per Article 17.09.

#### **17.10 Position reduction and Lay-off procedure**

The Shop Committee and Company representatives will meet in order to apply the following process;

- a) All lay off will be implemented by occupation in reverse order of seniority within the Company.
- b) The Company will identify the departments where reduction of positions, by occupation, will be required.
- c) The Shop Committee and the Company will identify by occupation, and reverse order of seniority within the Company, the corresponding number of employees to be laid off.
- d) The targeted employees, identified as per paragraph c) will be notified according to disposition of Article 17.07.
- e) The positions becoming available will be posted during six (6) days, in the departments identified in paragraph b).
- f) The available positions will be allocated by occupation, and seniority to employees from the departments identified in paragraph b), until the required reduction is achieved in each department. Priority will be given to employees who have the required competencies on the available positions for which they apply.
- g) In case of insufficient number of volunteers, the remaining positions will be assigned by occupation, and reverse order of seniority, in the departments where reductions remains to be made.
- h) An employee, who is subject to lay-off, has the privilege of returning to his former occupation, provided his seniority in this occupation is greater than another employee in that occupation.

#### **17.11 Trial Period**

Employees on a trial period will automatically return to their former occupation, but will retain acquired rights to the probationary position in accordance with the provisions of Article 17.11.1.

##### **17.11.1 Trial Period – rights**

Employees on a trial period, who were returned to their former occupation due to a lay-off situation, will retain acquired rights to the trial position. Employees so affected will begin their trial period anew, when the position becomes available again. If an employee is recalled in the same occupation within twelve (12) months following his lay-off, upon his return he will retain his time worked prior to the lay-off.

#### **17.12 Bumping rights**

Employees not wishing to exercise their bumping rights will inform the Company accordingly in writing at the time of lay-off.

#### **17.13 Emergency**

In the event of emergency conditions beyond the reasonable control of the Company which prevent the normal operation of the Company, a temporary lay-off for the duration of the emergency may be made without regard to the lay-off provisions of this Article or Article 16.01.

#### **17.14 Lay off due to Sub-contracts**

When a redundancy causes a lay off of employees who cannot be relocated in a position immediately available within the Company, two (2) members of the Joint Committee, as specified in Article 26 of the Collective Agreement, one (1) member of Shop Committee and one (1) representative of the affected department, designated by the Union, will re-evaluate the work given out on sub-contracts in order to minimize the impact of this decision or even to avoid lay-offs.

To do so, the Joint Committee will meet within a delay of fifteen (15) days before the lay-off and will use, amongst others, the following measures:

- a) Locate vacancies or potential vacancies within the Company for which the individuals possess the necessary aptitudes and qualifications to be relocated;
- b) Locate vacancies or potential vacancies within the Company for which the individuals possess the necessary aptitudes and qualifications to be re-trained;
- c) Identify the training needs of the employees concerned which are necessary for their relocation to a vacant position within the Company in coordination with the Training Committee, as stipulated in Article 28. An employee changing to a lower group due to sub-contract will have his salary maintained for a two (2) year period.
- d) Advisory assistance leading to relocation.

Furthermore, the Company agrees to conform to the requirements of Bill 49, Article 45, of the Manpower Vocational Training and Qualification Act.

#### **17.14.1 Lay off**

When a lay off occurs and affected employees cannot be relocated in a position immediately available within the Company, the Company and the Union will meet within five (5) days following the layoff notice given to the Union in order to find ways to mitigate the impact of this decision.

Amongst others, the Parties will assess the possibility of relocating affected employees into vacant positions if they possess the necessary aptitudes and qualifications for the position.

The trial period in the position will be sixty (60) days. This will include the appropriate training period. Employees who do not meet the requirements of the position at the end of the trial period will be laid off and will maintain recall rights for the position they held at the time of redundancy.

#### **17.15 Technological changes**

The Company and the Union agree that in the event of a lay-off caused by technological changes, every effort will be made to alleviate its effects upon the employees concerned.

##### **17.15.1 Definition**

- Any change brought about in the Company's operations due to the introduction of new machinery or equipment, or modifications to existing machinery and equipment.
- Shall be considered as technological changes, all changes in method of work, all introduction of new process or any changes to the actual process resulting from the implementation of the new work organisation. In such cases, the one hundred twenty (120) days notice as provided for under paragraph a) of the present Article will not apply.

The following procedure will be followed:

- a) in the event of a lay-off due to the introduction of a technological change, the Company will give the Union a notice of not less than one hundred and twenty (120) calendar days prior to implementation of that change;

- b) the Company will provide training to employees affected by these changes in coordination with the training committee, as stipulated in Article 28. An employee changing to a lower group or classification due to technological changes will have his salary maintained for a two (2) year period;
- c) if an employee is involved in a lay-off due to technological changes, the Union and the Company will meet within a delay of fifteen (15) days before the lay-off with a view to finding solutions to the following questions
  - location of vacancies or potential vacancies within the Company for which the individuals possess the necessary aptitudes and qualifications to be relocated;
  - location of vacancies or potential vacancies within the Company for which the individuals possess the necessary dispositions, aptitudes and qualifications to be re-trained in coordination with the training committee, as stipulated in Article 28;
  - advisory assistance leading to relocation.

**17.16 Recall procedure**

Recall shall be by seniority within an occupation. With reference to Articles 17.06 and 17.10 above, an employee's right to recall to his original position shall not be annulled in exercising this prerogative.

In the event of a temporary recall, only employees of the concerned occupation will be recalled by seniority. An employee who refuses a temporary recall will not lose his permanent recall rights as stipulated in Article 17.17 of this collective agreement.

**17.17 Telephone and Priority Courier**

Recall shall be by means of a telephone or priority courier, sent to the employee at his last known address registered with the Company and verified at time of lay-off. Failure to respond to the Company within five (5) working days from the notification by telephone or priority courier and to report to work within ten (10) working days from the notification by telephone or priority courier will mean forfeiture of recall rights and seniority, unless a humanitarian reason is given. The Union will be informed of all recalls that have been done by telephone and will receive a copy of all letters sent by priority courier.

**17.18 Posted job opening**

An employee on lay-off, who accepts a posted job opening, retains recall rights to his former occupation. If the employee fails this trial period, he will be placed back on the recall list and can displace any employee with less seniority who has been recalled.

**Note:** The time spent in this trial period will not be added to any former occupation.

**17.19 Right of recall**

Employees on lay-off will have the right to be recalled in any of the occupations in which they have established seniority rights, provided they have not stated otherwise in writing.

In the event of a temporary recall, only employees of the concerned occupation will be recalled by seniority. An employee who refuses a temporary recall will not lose his permanent recall rights as stipulated in Article 17.17

**17.20 Recall refusal**

Employees will have the right to refuse a recall in any of the occupations in which they have claimed a recall right, except that they do not have the right to refuse a recall in the occupation of the initial lay-off.

If they refuse in another occupation they will then lose their recall right in that same occupation.

## **18.00 DISCIPLINARY MEASURES**

### **18.01 Delay**

The Company is committed to take disciplinary measures within thirty (30) working days following the knowledge of the event when the presumed infraction took place, otherwise the disciplinary measures will not be valid, unless there is an agreement with the Shop committee to extend the delay.

When a disciplinary measure is deemed necessary, it will be done in writing. Each disciplinary measure must show a progressive action and different levels of severity, according to the gravity of the actions or gestures and the employee's dossier.

Except for verbal notices and in situations that require immediate action, the Company agrees to first advise the Shop Committee of any disciplinary measure given to an employee.

### **18.02 Letter of Warning, Suspension, or Administrative letter**

Letters of warning, suspension or dismissal are measures likely to be applied by the Company taking into account the seriousness and the frequency of the infraction and in a way that the sanction imposed be in proportion with the mistake made.

#### a) Letter of warning or administrative

- This letter must stipulate length of warning up to a maximum of three (3) months from date of issue in case of a first letter; all subsequent letters will be for a duration of six (6) months.
- For new infractions, the duration will be extended by an additional six (6) months starting from the date of the new infraction.
- The letter will be removed from the employee's after its expiration.

#### b) Letter of suspension

- This letter will be removed from the employee's file two (2) years after its date of issue.

The periods stated in paragraph a) and b) above shall not include absences due to Long Term Disability.

### **18.03 Discharge and Suspension**

The Company agrees that no employee having seniority shall be suspended or discharged except for just and sufficient cause.

It further agrees to notify the Shop Committee of the discharge or suspension of any employee with seniority so that the employee may invoke the grievance procedure if he alleges the discharge or suspension is not warranted.

Notice will be given to the Union twenty-four (24) hours before the actual discharge or suspension, except where continued employment would be detrimental to the safe or efficient operation of the plant, or where the nature of the infraction obviously warrants and demands summary discharge.

Without limiting the generality of the foregoing, the following infractions of discipline, amongst others, shall be cause for summary discharge:

- a) proven flagrant insubordination;
- b) proven indecent behaviour;
- c) proven theft, or wilful damage to Company property or the property of the Company's customers in the Company's custody;
- d) proven falsification of an attendance record;



- e) proven false statements in employment applications except for those employed over five (5) years;
- f) proven excessive spoilage due to carelessness;
- g) proven persistent lateness and absenteeism.

In case of summary discharge, the employee may consult with the Shop Committee representatives in the confines of the Human Resources' conference room, in private.

#### **18.03.1 Suspension for Investigation Purposes**

Whenever an employee is suspended for investigation purposes by the Company, he will receive his regular salary and employee benefits, excluding shift premiums, if any, and overtime.

Where the Company concludes its investigation and no disciplinary measures are imposed, the employee will receive the shift premiums, if any, that he lost during the investigation period and he will be offered the opportunity to work the number of hours lost at a moment of his choice within the next three (3) months and these hours will be paid at double (2.0) time rate.

However, where the Company concludes its investigation and disciplinary measures are imposed, the employee will not receive any consideration regarding said premiums and overtime.

#### **18.04 Reinstatement**

The Company agrees that should it be established after negotiation with the Shop Committee that an unjust discharge or suspension has occurred, the employee concerned shall be reinstated.

Compensation if any, to be paid in lieu of lost time shall be agreed between the Company and the Union. There shall not, however, be any punitive payment assessable against the Company whose liability under this Article is limited to the normal earnings at base rate plus shift premium, if applicable, which were lost by the employee during the negotiation of his case. Such payment shall be reduced by the total value of any earnings received from another employer during such severance period.

**19.00 UNION SECURITY**

**19.01 Deduction by the Company**

The Company agrees to deduct initiation fees and Union dues for employees who are or who become members of the Union during the term of this collective agreement upon receipt of written authorization of such deduction.

**19.02 Condition of employment**

The Company agrees that all existing employees, who at the signing of this collective agreement, are not members of the Union, and all new employees shall be obliged, as a condition of employment, to consent in writing to a deduction of the equivalent dues from wages and to sign a check-off authorization for same.

**19.02.01 Welcome to new members**

A period of thirty (30) minutes will be allowed to the Union Representatives to meet with all new members and to give them their collective agreement at the time of their induction.

**19.03 Deduction remittance**

All deductions pursuant to Articles 19.01 and 19.02 above shall be remitted to the Secretary-Treasurer of Lodge 869, International Association of Machinists and Aerospace Workers, before the end of the month following the deduction unless the Company receives other directives from I.A.M.A.W. District 11.

**19.04 Promotion – transfer**

Employees promoted or transferred to a position outside any Bargaining Unit may continue to accumulate Union seniority for a period of ninety (90) worked days by continuing to pay their Union dues. If during that period, the employees do not return in the Bargaining Unit, their seniority will be lost.

**19.05 Promotion, transfer to another Bargaining Unit**

Employees promoted or transferred to another Bargaining Unit (L869 and L2468) within the Company may remain members of Lodge 869 for the duration of their trial period by continuing to pay Union dues. During this period they can choose to return to Lodge 869 without loss of rights and seniority. After this period, an employee cannot return to Lodge 869, unless there is a vacant position, and only if no member of the Lodge applies for that position. His accumulated seniority rights within Lodge 869 before this transfer will be credited after one (1) year in this new position.

**19.06 Action at law**

In the event of any action at law against the Parties hereto, resulting from any deduction or deductions from payrolls made or to be made pursuant to Articles 19.01 or 19.02, both Parties shall co-operate fully in the defence of such action. The Company may, however, engage counsel, of their own choosing, at their own expense, and in such circumstances shall not be responsible for any of the legal fees of Union's Counsel.

Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs or expenses suffered or sustained by the Company as a result of the above deduction or deductions from payroll.

**20.00 PRIVILEGES**

**20.01 Grace**

The Union agrees that all privileges are matters of grace and are beyond the terms or limitations of this collective agreement.

**20.02 Privileges after Signature**

The Company agrees that it does not contemplate reducing privileges after the signing of this collective agreement, but reserves the right to take any action concerning privileges as it may deem necessary in the circumstances at any time.

**20.03 Economic Situation of the Company - Security**

The Company intends to continue in effect those privileges now enjoyed by the employees, unless or until such continuation interferes with the safe, proper or economic operation of the Company.

**20.04 Discussions**

The Company agrees, however, that any alteration or curtailment of privileges which are in effect at the signing of this collective agreement shall be discussed with the Union over a period of ten (10) days or longer by agreement, with a view to elimination of abuses, without, however, limiting the validity of articles 20.01 or 20.02 above.

**21.00 EMPLOYEE BENEFITS**

The Company recognises the same sex spouse for the purpose of fringe benefits and pension plan.

The Union agrees that the Company has the exclusive right to renew and/or to change the insurance companies with whom it contracts during the life of this collective agreement.

**21.01 Payment of premiums**

The Company shall maintain the following plans, in force at the time of signing of this collective agreement, namely the Group Life Insurance, the Health, Accident, Weekly Indemnity and the Dental Plan Insurance schemes.

As of the first pay period following the signature of the 2016-2020 Collective Agreement, and for the duration of said collective agreement, the cost of the premiums will be shared between the employees and the Company in the following manner. The employees' payments will be made via deductions at source per pay period in accordance with their type of coverage. Employees selecting individual coverage will pay \$14.00 per pay period and employees selecting family coverage will pay \$20.00 per pay period as of September 6, 2016. Employees selecting individual coverage will pay \$20.00 per pay period and employees selecting family coverage will pay \$27.00 per pay period as of January 1, 2017. The Company will be responsible for all remaining payments, including any increases in the annual premiums due to consumption.

**21.02 Discussions**

When deemed necessary, the Company and the Union will meet to discuss matters of mutual interest in the areas of Group Insurance, L.T.D. and Dental Plan.

At the request of the Union or the Company, a joint committee formed of a Union representative and a Company representative for employee benefits will meet to discuss problems that may arise regarding employee benefits. Matters requiring more detailed inquiry will be submitted to the person in charge of administering employee benefits, who will provide, within a reasonable timeframe, the necessary explanations and clarifications on the problems.

A joint committee formed of the Union's negotiation team and the Company's negotiation team, plus the Company's representative for employee benefits, will meet two (2) times per year, in June and October, or more frequently upon mutual agreement, to examine the past claims experience and other factors (e.g. demographics (average age, salary, single or family composition), industry group and associated risks, administrative fees and applicable Insurance taxes) for the current year and the annual costs forecasted for the following year for the employee benefits described in this Articles 21.00. Furthermore, the committee will discuss any communications and/or education measures that may be appropriate in the circumstances.

It is understood that the committee's mandate is to review the quarterly reports provided by the insurance company, share information and to make recommendations as described above; however, the committee is not authorized to modify the benefits programs nor the collective agreement.

**21.03 Benefits outlined by underwriter's policy**

The benefits outlined in this article are restricted to the terms contained in the underwriter's policy which shall be the controlling document for entitlement to benefits.

Employee eligibility or claim dispute may be presented for review to the group insurance committee. The committee will be comprised of the senior HR Manager on-site or his delegate, the Union Representative described in Article 21.02, and a representative of the insurance company. The review meeting will be held within ten (10) working days of the submission of the request for a revision.

Insurance card identification will be provided to ensure a better identification for foreign trips.

An updated master copy and booklet of the insurance policies, specifying the details of the coverages, will be provided to the Union via the Internet thirty (30) days after the signature of the Collective Agreement.

**21.04 Reduced contribution - legislation**

In the event of the introduction of legislation which reduces the Company's total contribution to the above plans, during the life of this collective agreement, the Company will use such savings to purchase additional benefits and/or remit these savings to the employees and retirees. From these savings will first be deducted any premiums levied by this legislation against the Company.

The Company will inform the Union of all changes to legislation that could affect or modify the current employees' coverage. These changes will be discussed at the time of the Joint Committee meeting.

**GROUP LIFE INSURANCE**

**21.05 Eligibility**

Employees who have completed four hundred and eighty (480) hours of work will be covered by the Group Life Insurance Plan.

**21.06 Amount of insurance**

The Life Insurance will be an amount of insurance equal to twice the annual basic salary to the next higher multiple of 100\$.

Notwithstanding the provisions of Article 21.07, Life Insurance coverage will be adjusted the first day of the month following the wage increase.

For employees wishing to continue to work beyond age sixty-five (65), the amount of life insurance will be modified as follows:

sixty-five (65) years and less than sixty-seven (67) years:	two times (2x) base salary
sixty-seven (67) years and less than seventy (70) years:	one time (1x) base salary
seventy (70) years and over:	\$10,000

Within thirty (30) days of termination, all employees will have the option to continue their life insurance at their cost.

**21.07 Implementation**

Immediately after the ratification of this collective agreement, the Company shall contact the insurance company so as to ensure the revised amounts of coverage are effective within fourteen (14) days after ratification.

## **HEALTH, L.T.D., ACCIDENT, DENTAL AND WEEKLY INDEMNITY INSURANCE**

### **21.08 Modification**

The protection afforded under these policies will not change after the signing of this collective agreement except for the following weekly indemnity schedule.

### **21.09 Eligibility – benefits**

Employees who have completed four hundred and eighty (480) hours of work will be paid at seventy percent (70%) of their base salaries. This plan is registered with employment insurance.

### **21.10 Implementation / Prescription Drug Card**

The Company shall apply to the Insurance firm for the above revised amounts immediately after the ratification of the present agreement, aiming at their becoming effective within fourteen (14) days after the ratification.

A prescription card will be issued to all eligible employees.

All eligible employees must register their dependents.

The maximum reimbursement for prescription drugs will be equal to one hundred percent (100%) of the cost of the generic equivalent drug, if available.

However, the cost of original drugs will be covered at one hundred percent (100%) when the generic equivalent drug is not available.

In cases where a medical doctor specifies that the employee or dependent must use the original drugs, the Company will nevertheless reimburse such drugs to one hundred percent (100%) of the cost of the generic equivalent drug, if available. However, if a medical doctor completes the Drug exception application form or its equivalent, and said form is accepted by the insurance company, the Company will reimburse said drugs at one hundred percent (100%) of the cost of the original drugs.

### **21.11 Eligibility - Dental Plan**

Employees who have completed four hundred and eighty hours (480) hours of work will be covered by a Company sponsored Dental Plan. This Plan will cover:

a) Routine treatments as detailed in the policy: one hundred percent (100%) of the amount is paid by the insurance company; no deductible;  
Maximum coverage for routine treatments is \$1,350 per employee and per dependent per year and, \$675 for employees qualifying after the 1st of July in any given year;  
Dental exams will be reimbursed once in a nine (9) month period.

b) Major treatments as detailed in the policy: eighty percent (80%) of the amount is paid by the insurance company and twenty percent (20%) constitutes the participation of the employee; no deductible;

Maximum coverage for major treatments is \$2,500 per employee and per dependent per year, and \$1,250 for employees qualifying after the 1st of July in any given year.

c) Seventy-five percent (75%) of expenses related to Orthodontic treatment will be reimbursed to a maximum of \$2,500 over the lifetime of an employee and his (her) dependant(s).

#### **21.12 Death**

At the time of the death of an employee, the covered dependents will remain covered for health and dental benefits for a one (1) year period following the date of the death.

#### **21.13 Vision Care**

Employees who have completed four hundred and eighty hours (480) hours of work will be covered by a Company sponsored Vision Care Plan.

The Vision Care Plan will cover:

- \* One eye examination every two (2) years, one hundred percent (100%) will be paid by the insurance company;
- \* Insurance for the payment of prescription glasses and contact lenses up to a maximum of \$400/ two (2) years.

### **LONG TERM DISABILITY (L.T.D.)**

#### **21.14 Mandatory participation**

Long Term Disability plan is mandatory after the probation period.

The Company will pay one hundred percent (100%) of the premiums for the L.T.D. Plan.

Employees on L.T.D. will be paid by the Insurance Company at seventy percent (70%) of their base wage.

Employees age sixty-five (65) years and more will not be covered by the Long Term Disability Plan.

#### **21.15 Work clothes**

On the 1st of April of each year, the Company agrees to maintain their current policy concerning work clothes. Within Company policy, and when requested by an employee, the Company agrees to pay for alterations required for pregnant employees.

#### **21.16 Physiotherapy, Osteopath and Chiropractic Treatments**

One hundred percent (100%) per treatment with no deductible.

Maximum coverage for physiotherapy treatments is:

\$2,000.00 per employee and per dependent per year and exceptionally, up to \$5,000.00 upon submission of a medical certificate issued by the treating physician justifying the additional treatments.

Maximum combined coverage for osteopath and chiropractic treatments is:

\$600.00 per employee and per dependent per year.

#### **21.17 Medical Services**

Maximum coverage for this plan is:

\$1,250.00 per employee and per dependent per year for laboratory tests; and

\$1,000.00 per employee and per dependent per year for all combined ultrasounds, x-rays, electrocardiograms, mammograms, thermograms, magnetic resonance imaging (M.R.I.) and tomography (Scans).

## **RETIREE BENEFITS**

- 21.18** The Parties recognize that the Company's Group Insurance Plan for Retirees covers former employees of Lodge 869 who must meet the eligibility requirements specified within the Plan.

The Company will close the Plan to all new employees hired by the Company after March 1, 2020 and as a result, said employees shall not be eligible for the Plan. However, these employees will receive upon their retirement and for no other reason e.g. resignation, lay-off, dismissal, a lump sum amount equivalent to \$750.00 for each completed year of service.

For clarity, all current employees and all new employees hired prior to or on said date, if any, shall remain eligible for the Plan.

- 21.19** The benefits under the Plan are restricted to the terms contained in the underwriter's policy which shall be the controlling document for entitlement to benefits.

Life insurance for a retired employee will be \$7,500.00.

For the duration of the 2016-2020 collective agreement, the benefits provided will be those presently in force, plus the following changes:

Article 21.10 will be implemented for retirees and their dependents – prescription drug card, mandatory generic substitution and prior authorization;

Physiotherapy – One hundred percent (100%) per treatment, maximum \$2,000.00 per retiree and per dependent per year and exceptionally, up to \$5,000.00 upon submission of a medical certificate issued by the treating physician justifying the additional treatments;

Medical services – maximum \$1,250.00 per retiree and per dependent per year for laboratory tests; and maximum \$1,000.00 per retiree and per dependent per year for all combined ultrasounds, x-rays, electrocardiograms, mammograms, thermograms, magnetic resonance imaging (M.R.I.) and tomography (Scans).

An updated master copy and booklet of the Plan, specifying the details of the coverages, will be provided to the Union via the Internet thirty (30) days after the signature of the Collective Agreement.

**21.20 Subsidy**

Under the present collective agreement, the Company will pay annually \$350 to each retired employee of age sixty-five (65) or more, as a contribution to provincial or federal health care plan for enrolment fees.

The amount will be paid in December. The refund will be calculated on a monthly prorated basis where the retiree is covered by the provincial or national health care plan. The calculation will include the month where the retiree reaches age sixty-five (65).



## **22.00 WEEKLY INDEMNITY AND PAID PERSONAL LEAVE**

### **22.01 Weekly Indemnity**

An employee absent on account of illness or accident will be paid at seventy percent (70%) of his base wage subject to paragraphs (a), (b) and (c) below. This plan is registered with Employment Insurance Act of Canada.

- a) **For illness of one (1) and two (2) days:**  
No pay and the employee reports to his Manager.
- b) **For illness of three (3) and four (4) days inclusive:**  
Payment from Insurance Company will begin on third (3<sup>rd</sup>) day. The employee reports to the Medical Center with attending physician's statement.
- c) **For illness of five (5) days and more:**  
Payment will begin on the third (3<sup>rd</sup>) day, and will continue for the duration of the illness, but the Company will reimburse the employee for the first two (2) days at seventy percent (70%) of his base rate, provided these days fall on working days.

Weekly Indemnity shall commence to accrue upon the expiration of the waiting period, as indicated in point (b) and (c) of this clause, but in no case, prior to the day the employee is treated by a physician who has issued a valid medical certificate.

- d) In the case of illness or accident, employees can ask the Company to advance their salary in accordance with Article 22.06
  - The applicable rate will be seventy percent (70%).
- e) Employees working on the weekend shift

An employee who is absent because of illness or accident will be paid his first day of absence at seventy percent (70%) of his regular salary according to his shift and upon presentation of a medical certificate from his treating doctor to cover his first day.

If the employee is absent more than two (2) days he must present himself to the medical center before his return to work.

### **22.02 Paid personal leave**

Each employee is entitled, per calendar year, to personal leaves, with pay, limited as follows:

- Eight (8) hours per calendar year for employees with less than one (1) year of continuous service;
- Thirty-two (32) hours per calendar year for employees with one (1) year and up to fifteen (15) years of continuous service;
- Forty (40) hours per calendar year for employees with fifteen (15) years and up to twenty (20) years of continuous service; and
- Fifty-six (56) hours per calendar year for employees with twenty (20) years or more of continuous service.

In order to ensure the committed schedule is adhered to and delivery dates are always met, As much as possible, the employee will notify the team or the Manager before taking personal days.

If at the end of the calendar year, the employee has not taken any or part of his allocated days as specified in this clause, he will receive the equivalent in pay.

It is agreed that an employee may take paid personal leave for any reason whatsoever and, if taken to supplement or in lieu of the unpaid family leave specified by article 9.02 f), said decision resides exclusively with the employee.

**22.03 Medical examination**

When deemed necessary by the Company's Medical Director during the period of absence due to illness, an employee may be required to submit to a medical examination and/or consult the nurse or the Company's Medical Director.

**22.04 Exclusion**

The provisions of Article 22.01 will not apply in cases covered by the "Commission santé sécurité au travail" or cases of injury where the weekly indemnity is applicable from the first day of absence.

**22.05 Permanent medical restriction**

The Parties agree that, when an employee comes back to work following a medical leave, work related or not, and that he is unable to do his regular work and that in a permanent way, because of permanent medical restrictions approved by the medical service and that there is no vacant position available corresponding to his restrictions, the employee must avail of the bumping rights as provided in article 17.00 of the collective agreement, and bump another employee with less seniority than him, as if he had been bumped. The Parties also agree that this process is initiated when a sickness or an invalidity of the employee is consolidated and that an employee's doctor establishes the permanent medical restrictions and verified by the medical service of the Company.

The employee who exercises this right will be able to move another employee inside all the occupations for which he is qualified and may be qualified in the delays determined by the Joint Committee. It is also provided that any employee who exercises this right will be paid at the rate of his old occupation for the balance of the long-term disability period. At the end of that period, the employee will be remunerated at the rate of the occupation of his assignment. Employees bumped by this privilege must avail of their bumping rights as provided by the collective agreement.

The Joint Committee formed by the Local Lodge 869 President and prevention representative as well as the senior HR Manager on-site will supervise the integration steps.

**22.06 Advance payment**

Upon presentation of a medical certificate, an employee with a stoppage of work due to short and long term disability will have the right to an advance payment up to the moment that the insurance company makes its decision. To this effect the employee will have to sign an agreement in advance to reimburse the Company for all amounts paid under this Article.

## 23.00 PENSION PLANS

### 23.01 Participation in the Plans

- a) Participation in the Company Pension Plan (RRQ24794) or the Member Funded Pension Plan is compulsory following the completion of the probation period.
1. Employees hired before March 24, 2013 will remain in the Company Pension Plan, Defined Benefit (DB) Component of said Plan.
  2. Employees hired as of March 24, 2013 and after will participate in the Member Funded Pension Plan.
  3. Employees transferring from one Local Lodge to another will have the choice to:
    - i. Become a member of the Company Pension Plan, Defined Benefit Component, but only if they are already a participating member of the Defined Benefit Component of said Plan of a unit; or
    - ii. Become a member of the Member Funded Pension Plan.

b) **Modification and/or Amendment**

The Company Pension Plan, Defined Benefit Component, shall continue in its present form and as subsequently amended. However, when deemed necessary, the Company and the Union will meet to discuss matters of mutual interest with regards to said Plan and said Component.

The Company commits to continue the application of the Company Pension Plan, Defined Benefit Component, in its present form and that all amendments to said Plan and said Component will be with the Union's agreement and this, for the duration of this Collective Agreement.

In addition, at the next actuarial evaluation, the Company will review with the President and the Union representatives, the financial situation of the Plan.

Contributions will cease after thirty-five (35) years in the plan.

For the purposes of the Company Pension Plan, Defined Benefit Component, the credited service is calculated on the basis of forty (40) hours for every week of thirty (30) hours worked on the weekend shift and for every thirty-four (34) hours worked on the night shift.

c) **Company Pension Plan, Defined Benefit Component**

The employee contribution will be established as per Letter of Agreement 7 and will remain fixed for the duration of this collective agreement.

d) **Implementation of a Member Funded Pension Plan and Contributions**

As of the ratification date of the present collective agreement, the Union decided to implement a Member Funded Pension Plan sponsored by the Quebec Federation of Labour (Fédération des travailleurs et travailleuses du Québec). As a result, all new employees who joined the Company after March 24, 2013 will be transferred to the MFPP. The authorized representatives of the Union and the Company will cooperate to ensure that the administrative implementation of the MFPP will be accomplished in an efficient and timely manner.

The Company's contributions to the MFPP are those established as per Letter of Agreement 7 and will remain fixed for the duration of this collective agreement. Moreover, it is understood and agreed by the Parties that the Company's obligations towards the employees, the Union, the MFPP and its managers are solely the ones currently in force in the MFPP as well as the ones provided for in the applicable legislation and regulation in force as of the ratification date of this collective agreement and are limited to pay the above-mentioned contributions, on the one hand, and to the following administrative obligations, on the other hand, i.e. to supply the managers of the MFPP with the information required to track the contributions made by the employees as well as the contributions made by the Company for and on behalf of said employees and to complete the monthly electronic transfer of said funds in accordance with the timeframes and rules put in place by the Parties. With the exception of the aforementioned obligations, it is agreed by the Parties that the Company does not have any other obligations, of any nature whatsoever, towards the employees, the Union and the MFPP including any obligations of a legal, contractual, fiduciary, actuarial, fiscal, financing, morale, management or other nature.

The employees' contributions to the MFPP will be those established as per Letter of Agreement No 7.

### **23.02 Defined Benefit**

The following advantages are available to employees hired before March 24<sup>th</sup>, 2013 who had participated in the Company Pension Plan, Defined Benefit Component.

**a) Bridge benefit**

In addition to the retirement pension, a participant who opts for an early retirement will receive a Bridge Benefit. This benefit shall cease once the participant is eligible to receive OAS (Old Age Security).

The average of the maximum pensionable earnings (M.P.E.) for the last three (3) years preceding the retirement date will be calculated reduced to twenty-five percent (25%) of average and divided by thirty-five (35) and multiplied by the years of credited service. This benefit shall be reduced by one-quarter of one percent (1/4 of 1%) for each month that precedes his early retirement date.

**b) Employees pension**

Employees wishing to continue to work beyond age sixty-five (65) cease to contribute to the pension plan. Their pension will be increased on an actuarial basis taking into consideration the normal age of retirement (sixty-five (65) years old).

**c) Reduction Early retirement**

Employees of sixty (60) years of age or more, who wish to retire, will be able to do so without any reduction. However, employees between fifty-five (55) and fifty-nine (59) years of age inclusively, who wish to retire early will see their base pension reduced by one-quarter of one percent (1/4 of 1%) per month preceding their sixtieth (60<sup>th</sup>) birthday.

### **23.03 Preparatory retirement courses**

The Company will grant a paid holiday for a period of three (3) days (maximum twenty-four (24) hours) to employees assigned for such Union courses. An employee with five (5) and more years of seniority will be entitled to this course once during his life, as of his thirty-fifth (35<sup>th</sup>) birthday.

## **24.00 HEALTH AND SAFETY**

In order to insure the well-being, the health and safety of its employees at all times in the workplace, the Company will take the necessary measures compatible with its responsibilities and obligations in order to respect the provisions of different laws and regulations in force in matters of health and safety at work.

Furthermore, the Company recognizes the duty to utilize methods and techniques necessary to identify, control and eliminate risks that could affect the health and safety of employees. The Company must also provide safe equipment and the means and individual safety equipment in order to ensure the health, safety and integrity of all employees.

### **24.01 Health and safety committee**

A Health and Safety Committee will be instituted in accordance with current Government regulations. Included in the Committee will not be less than three (3) members of Lodge 869.

### **24.02 CSST payment**

Following a work accident, employees can ask the Company for advances of additional weeks of pay according to the following:

- a maximum of four (4) additional weeks will be paid;
- the applicable rate will be seventy percent (70%).

### **24.03 Time allocated to prevention**

The time allocated to Union representatives for prevention purposes, will be in line with the terms of the legislation. This time will be divided amongst those representatives, as long as production requirements are met. Each week, a maximum of sixty (60) hours will be granted to the Health and Safety representatives for prevention. This allocation will be done by the Union Health & Safety Committee.

### **24.04 Prevention representative**

The Company agrees that the prevention representative plays a key role during work place inspections for the purpose of prevention. The representative can intervene with the administrators and persons in charge of projects in all situations contravening the provisions contained in legislation and regulations in matters of health and safety at work.

## **25.00 INTERPRETATION**

### **25.01 Languages**

The Company recognizes the right to the Union to submit grievances in the name of the employee in the language of his choice (French or English). The Company shall answer such grievances in the language originally used.

In accordance with the dispositions of "La Charte de la langue française", the French text constitutes the official version as far as the application and the interpretation of the collective agreement is concerned.

Whenever the masculine gender has been used in this collective agreement, it refers equally to male and female employees.

## **26.00 JOINT COMMITTEES**

### **26.01 The joint committees**

The Company recognizes the following joint committees:

- Health and Safety (Article 24.01)
- Training (Article 28.0)
- Employee Benefits (Article 21.0)
- Labour Relations Committee (Article 26.02)
- Steering Committee, (Team Base)

The committees, as defined in the relevant Articles, shall be mandated to administer their matters. Only the Negotiating Committee shall be authorized to amend the Collective Agreement.

### **26.02 Labour Relations Committee**

The Company and the Union are committed to build a dynamic customer driven organization through a strong partnership and communication of a shared vision in harmony with our people. To this end the negotiating committees composed of five (5) Union members and five (5) Company members shall, when needed, undertake to review the Collective Agreement and its application in a spirit of partnership.

In order to allow the negotiation committees to achieve their mandates, the partners commit themselves to share all necessary information in order to favour maintaining work within the Bargaining Unit.

The Committee shall establish its working rules and shall agree upon any modifications thereto from time to time.

The Committee shall meet on a quarterly basis in accordance with the schedule established by the Committee, and its work will be outlined in an agenda drawn up jointly and distributed to participants prior to the scheduled meeting date.

The Committee's mandate will be to:

Exchange information on the Company, its future projects, market problems, operating problems encountered, the Company's evolving efforts in terms of quality, employment, and information on the Company's operation and any other matters deemed important by either Party.

Should the Parties agree that it would be in their best interests to amend the collective agreement during its term rather than waiting for its eventual expiry to address the problem at hand, the Parties shall negotiate the proposed amendment, prepare the changes and thereafter, the Union shall organize a secret ballot vote amongst its membership, the results of which shall determine whether or not the collective agreement shall, in fact, be amended.

For the purposes of this article 26.02, it is understood that only the Union's negotiation committee has the right to call and organize a secret ballot vote, and it may do so at its sole discretion.

Any amendments to the collective agreement shall be filed with the Minister of Labour in accordance with article 72 of the Labour Code (Quebec).

## **27.00 DURATION OF AGREEMENT**

### **27.01 Dates**

This Collective Agreement shall become effective retroactively on March 20, 2016 as follows:

The contract will be for a four (4) year term, the normative articles taking effect on the ratification date and the salary changes according to the dates set forth in the following table including benefits and monetary articles. The only exceptions to the present article will be the work schedules specified in article 5.02 taking effect upon the signature of the 2016-2020 collective agreement at the moment when the SAP system can support the change, whether automatically or manually (see the 2013-2016 collective agreement in the meantime), article 14.08.4 taking effect on January 2, 2017 and article 21.01 taking effect on September 6, 2016 and thereafter, on January 1, 2017.

#### **Dates:**

<b>First year:</b>	<b>from March 20, 2016 to March 18, 2017</b>
<b>Second year:</b>	<b>from March 19, 2017 to March 17, 2018</b>
<b>Third year:</b>	<b>from March 18, 2018 to March 16, 2019</b>
<b>Fourth year:</b>	<b>from March 17, 2019 to March 21, 2020</b>

#### **Salary increase:**

<b>First Year:</b>	<b>Two point seventy-five percent (2.75%)</b>
<b>Second Year:</b>	<b>Two point seventy-five percent (2.75%)</b>
<b>Third year:</b>	<b>Two point seventy-five percent (2.75%)</b>
<b>Fourth year:</b>	<b>Three percent (3.00%)</b>

### **27.02 Renewal of agreement or notice of intent to negotiate a new agreement**

Prior to the expiration of this collective agreement, the issuance of a letter confirming an intent to negotiate will serve as notice in accordance with the applicable provisions of the current Labour Code.

In addition, it will provide the information below required for administering the Local Lodge.

- Seniority list
- Report of all union dues (monthly)

### **27.03 Continuation of terms and conditions**

However, in the case where a collective agreement is not signed before the expiration of the present one, without prejudice to the rights of one or the other Parties, having recourse to strike or lockout and other rights conferred by law, the terms and conditions of the present collective agreement will continue to apply until a new collective agreement is signed.



## **28.00 JOINT TRAINING COMMITTEE**

Joint Training Committee is formed of three (3) Local lodge 869 representatives who have reached the Class A in their occupation, the Manager, Training Centre and one (1) Company representative.

The Committee will meet a minimum of once (1) a month.

The role of the Committee, without being exclusive, is:

- 1- Establish the technical training needs and the development of our employees' skills and competencies in order to develop a long-term career within the Company and meet organizational objectives.
- 2- Establish the objectives, action, priorities and implementation of technical training programs, in keeping with the business objectives.
- 3- Have access to plant employees' Training/Qualification records (Data Bank).
- 4- Control training follow ups.
- 5- Issue recommendations on training requests submitted by employee or Company members.
- 6- Establish mechanisms for recognition and training/skills criteria, where none have yet been set forth by the Ministry of Education or by a professional order.
- 7- Will implement mechanisms necessary to insure proper training is delivered to employees and will develop an evaluation process which will determine if the employee is admissible or not to the progression.
- 8- Issue recommendations on the choice of location for training and external resources.
- 9- Review the examination content and the results in cases of failure.
- 10- Participate in the long-term apprentice selection.
- 11- Propose solutions to problems that may arise and make appropriate recommendations.

### **28.01 Business travel for training courses or other training assignments**

Any employee called upon by the Company to follow training courses or other training assignments at a location outside the Company's premises shall submit expense claims and original receipts as per the Company's Travel and Corporate Card Policy and Guidelines, subject to Letter of Agreement No. 14.

Furthermore, the conditions described in articles 5.06.3, 5.24 (1<sup>st</sup> paragraph only), 5.24.2, 5.24.4 and 5.24.9 shall apply to said employee.

For clarity, when an employee uses his personal car, the mileage allowance specified by article 5.24.4 and said Policy is subject to a round trip maximum of 145 kms, beyond which a rental car must be used.

The distance will be paid by considering the additional distance to his regular travel from his residence to the Company. For example, if the distance from the employee's residence to the Company is thirty (30) km and the distance from his residence to the training center is forty-five (45) km, the distance paid will be fifteen (15) km.

Whenever said courses or assignments take place more that forty (40) km from the Company, the employee shall also be paid for the additional travel time to and from his destination at his regular rate.

## APPENDIX "A"

### DESCRIPTION OF OCCUPATIONS

#### Introduction

The purpose of the definition of occupations which follows is to establish the classification, the level and the wage rate which applies to each job. All employees will be responsible for their own work.

All employees will operate computer terminals as required in the performance of their duties.

#### Legend

A job description is preceded by an identification number and the name of the occupation.

#### Example:



**Occupation:** Designation attached to a job to distinguish it from others.

**# of the occupation :** Numerical identification of the occupation.

**Classification:** A letter relative to the progression within an occupation (eg, Apprentice, A, B, C).

#### Classification A:

Employees shall be competent on task of their occupation within their department according to established criteria.

Employees shall participate to the training by coaching, developing and assessing learning employee in their department.

#### Classification B:

Employees shall acquire the competencies on the task of their occupation within their department according to established criteria.

Employees acquire abilities to participate to the training by coaching, developing and assessing learning employee in their department.

When required to train, coach, develop and assess employee in a higher classification in training in the department, they will be paid at the superior classification of their occupation.

**Group:** Refers to a salary group (eg, Group 1A, Group 1, Group 2, Group 3A, Group 3, Group 4, Group 5, Group 6).

**Grade:** Refers to the level of remuneration within the salary Group (eg, beginning, 6 months, 12 months, 30 months).

For classifications designated by a hyphen (eg. /-) there is no progression within the classification.

**02/2/1 Machinist Class "A"**

Shall be one who is able to satisfy the Company that he has completed an apprenticeship in the machinist trade or can satisfy the Company that he has had at least four (4) years of experience working the basic machine tools used by the Company. He shall be capable of working competently from drawings and be able to set up for himself or other equal or lower classes of machinists. He shall deburr his work by hand and be responsible for the quality of his work.

**02/4/2 Machinist Class "B"**

Shall be capable of working from sketches, schemes and component drawings with designated dimensions and shall check his own work. Inability to set up his machine shall not be a disqualifying factor for this grade. He shall deburr his work by hand and be capable of using measuring instruments sufficiently to be responsible for the quality of his own work.

**07/2/1 Sheet Metal Worker Class "A"**

A Sheet Metal Worker Class "A" shall be capable of performing all sheet metal operations by hand or machine, including lay-out and marking off. He can be required to guide or set up for lower classes. He shall deburr his work by hand and be responsible for his work.

**07/4/2 Sheet Metal Worker Class "B"**

A Sheet Metal Worker Class "B" is one who is capable of working from sketches, schemes and component drawings with designated dimensions and checking his own work. He shall perform operations using sheet metal equipment and be capable of hand planishing. He may obtain guidance from a Sheet Metal Worker Class "A", but he shall remain responsible for his own work.

**10/2/1 Fitter Class "A"**

Shall be one who is able to satisfy the Company that he has completed an apprenticeship as an aero engine fitter or that he has had at least four (4) years of experience as an aero engine fitter. He shall be competent to perform all fitting and assembling work required by the Company and shall be responsible for the quality of his work. He shall assist others in the performance of their work if required.

**10/4/2 Fitter Class "B"**

Shall be one who is capable to carry out all necessary operations required for engine assembly, or unit assembly, or detail fitting or balancing. He shall be responsible for the quality of his own work.

**11/2/1 Bench Fitter - Class "A"**

Is an employee who has demonstrated, to the satisfaction of the Company, that he has completed his apprenticeship in the field of Bench Fitter, who has at least four (4) years of experience in this field and who has all abilities related to Bench Fitter - Class "B". He is able to work with competence from drawings or sketches (schemes) and to interpret them in order to accomplish his tasks. Moreover, he will be called to do jobs outside of his department, amongst others, in product lines. He will help other employees in their work.

**11/4/2 Bench Fitter – Class "B"**

Is an employee who has the training to allow him to have basic mechanic fitting knowledge and has knowledge in metallurgy, which means recognizing different types of metals and their reactions to different temperatures. He will be able to work from sketches, drawings or repair schemes of component parts, specifying necessary sizes and the work to be done. He will be responsible for the quality of his work and must have at least two (2) years of experience in his field. Moreover, he will be called to do jobs outside of his department, amongst others, in product lines and will be able to help other employees of the same occupation.

**12/2/1 Welder Class "A"**

Shall be one who is competent to perform all types of welding and brazing operations required by the Company. He shall, if required by the Company, prepare parts for welding or brazing and use dye check hand sprays if necessary to ensure the integrity of his work.

**12/4/2 Welder Class "B"**

Shall be capable of carrying out all welding operations with the exception of Argon Arc welding. He shall, as required, set up resistance welding machines for other employees. He shall also be capable of performing brazing. The employee will have completed a recognized training course.

Employees who are undergoing the relevant training outside the Company will be given the opportunity to improve their skills by using Argon Arc equipment, under the guidance of a Welder "A" in order to acquire the necessary experience which will enable them to become a Welder "A".

**16/2/2 Polisher Class "A"**

Shall be qualified to perform all types of polishing required by the Company's operations. He shall also pre-inspect and post-inspect his own work.

**16/4/3 Polisher Class "B"**

Shall be capable to polish components to form gauges and measuring instruments, work to sketches, showing designated dimensions, and is able to operate all types of abrasive polishing equipment to obtain the various surface finishes required by the nature of the Company's operations. He shall also pre-inspect and post-inspect his own work.

**20/2/1 Tester Class "A"**

Shall be one who is competent to carry out all work required in performance testing engines and engine units, including the installation of the engine or unit on the test equipment, starting and running the engine or unit to a test schedule, and record and compile test results and reports after adequate training from instrument reading obtained during running.

He shall be required to rectify any minor air, fuel or oil leak and change any accessories as necessary to complete a satisfactory test run.

**20/4/2 Tester Class "B"**

Shall be one who is engaged to assist a Class "A" Tester or is employed solely in any one of a Class "A" Tester duties with the exception of testing the engine alone.

**25/2/1 Inspector Class "A"**

Shall be one who has satisfied the Company that he has completed a recognized apprenticeship in a precision engineering trade or that he has at least four (4) years of experience in such a trade. He shall be competent to perform all inspection functions required by the nature of the Company's operations.

**25/4/2 Inspector Class "B"**

Shall be capable of performing the required inspection in any of the following categories:

1. sheet metal, welding, polishing and processing;
2. gauge room and components dimensional inspection;
3. engine strip inspection.

Shall not perform "first-offs" machine shop bay inspection or assembly inspection.

**25/6/3 Inspector Class "C"**

Shall be engaged under guidance to perform any of the following inspection functions:

1. view inspection with or without binoculars;
2. repetition detail inspection;
3. repetition sheet metal assembly inspection;
4. stamping and etching for identification;
5. simple dimensional inspection.

**26/2/1 N.D.T. Inspector Class "A"**

Shall be one who is certified in accordance with the requirements of MIL STD 410, CGSB or equivalent specifications to carry out and direct both magnetic particle and liquid penetrant inspection tests. He shall also be able to perform binocular inspection in accordance with Company requirements. He must be able to read and interpret indications and evaluate them with reference to applicable standards and specifications.

In addition, he shall be able to dress or remove defects in components in accordance with laid down standards and to call up repair schemes for parts which he has found to be repairable. He shall also be able to perform strip inspection on components for which he has received instruction.

A Class "A" N.D.T. Inspector will be required to provide training to and work with Class "B" N.D.T. Inspectors and Class "C" Operators

**26/4/2 N.D.T. Inspector Class "B"**

Shall be one who is certified in accordance with the requirements of MIL STD 410, CGSB or equivalent specifications to carry out and direct liquid penetrant inspection tests. He shall also be able to perform binocular inspection in accordance with Company requirements. He must be able to read and interpret indications and evaluate them with reference to applicable standards and specifications.

In addition, he shall call up repair schemes for parts which he has found to be repairable. He shall also be able to perform strip inspection on components for which he has received instruction.

A Class "B" N.D.T. Inspector may be required to work with a Class "A" N.D.T. Inspector in the magnetic particle process and will also be required to provide training to and work with a Class "C" N.D.T. Operator in the liquid penetrant process.

**26/6/3 N.D.T. Operator Class "C"**

Shall be one who is capable of preparing for and conducting magnetic particle or liquid penetrant tests. He may examine components for indications but shall not be responsible for interpretation and the acceptance or rejection of parts. He shall work under the guidance of an N.D.T. Inspector Class "A" or Class "B" and may be required to be certified as an Operator in accordance with MIL STD 410, CGSB or equivalent specifications in the test procedures to be followed.

**Note:**

Dye check operations shall not be construed as being limited to inspection classifications. Such apparatus may be used by other classifications as an ancillary process necessary to perform their work.

**30/2/1 Plater – Processor**

Shall be one who is competent to carry out electro-chemical processes to produce plated surfaces to the Company's specifications. He shall also be competent to carry out all process treatments required by the nature of the Company's operations and shall be capable of interpreting drawings and process specifications and using the necessary instruments to determine plating thickness.

**30/2/2 Processor Class "A"**

Shall be one who is competent to carry out all process treatments as required by the nature of the Company's operations.

**30/4/3 Processor Class "B"**

Shall be capable of performing the following functions:

1. degreasing;
2. abrasive cleaning;
3. chemical cleaning;

He shall also be capable of working under the guidance of a Plater-Processor and/or a Processor Class "A" on other than the above processes.

**32/2/1 Spray Painter Class "A"**

A Class "A" Spray Painter shall be able to use all spray painting equipment to the specifications required by the Company's operations, and be familiar with the appropriate air pressures and materials used. He will also be capable of interpreting drawings symbols as established by the Company on its working drawings.

**32/4/2 Spray Painter Class "B"**

Shall be capable of preparing and masking any component to be painted. Also using repair schemes or drawings he shall be capable to spray paint under guidance of a Class "A" Spray painter.

**32/6/3 Spray Painter Class "C"**

A Class "C" Spray Painter shall first be one who is capable of preparing and masking all surfaces on any component to be painted and shall also be capable of working under the guidance of a Class "A" Spray Painter on any other painting operation.

**34/2/1 Heat Treater Class "A"**

Shall be one who has satisfied the Company as to his ability to perform all heat treatment, material hardening, furnace brazing and other furnace heat treatment processes required in the manufacture of the Company's products. He shall be sufficiently familiar with materials and heat treatment process specifications to be competent to carry out these duties without direction.

**34/4/2 Heat Treater Class "B"**

Shall be one who is required to assist a Heat Treater Class "A" in all aspects of heat treatment. He shall be capable, as required, of preparing work for furnaces for the heat treatment process.

**36/2/1 Electronic Technician Class "A"**

Shall be one who will assist an Electronic Technician in the installation, service, maintenance and manufacture of any electronic equipment and electrical instruments required by the nature of the Company's product. He shall be capable of producing the electronic diagrams pertaining to such equipment.

**36/4/2 Electronic Technician Class "B"**

Shall be one who has been instructed to perform alone or will assist the Electronics Technician Class "A" in the performance of the above duties.

**38/2/1 Electrical Accessory Specialist Class "A"**

Shall be responsible for the preliminary electrical inspections, repairs assembly and final electrical inspections of all types of electrical accessories that the Company shall see fit to overhaul or repair.

**38/4/2 Electrical Accessory Specialist Class "B"**

Shall be one who has been instructed to perform alone or will assist a Class "A" Electrical Accessory Specialist in the performance of the above duties.

**42/-/1 Stationary Engineman**

Shall be capable of performing all functions necessary in the operating and maintaining of a heating, power or refrigerating plant on the Company's premises and shall carry the necessary licences.



**50/2/1 Carpenter Class "A"**

Shall be capable of carrying out all wood working tasks as required by the Company's operations. In addition, he may use material handling and moving equipment required in the performance of duties related to his occupation including those for which he must be qualified.

**50/4/2 Carpenter Class "B"**

Shall be one who is engaged to work under the guidance of a Carpenter Class "A" on any of the wood working tasks as required by the Company.

**52/2/1 Electrician Class "A"**

Shall be capable of carrying out all duties as required by his licence.

In addition, he may use material handling and moving equipment required in the performance of duties related to his occupation including those for which he must be qualified.

**54/2/1 Plumber - Steam Fitter Class "A"**

Shall be capable of carrying out all duties as required by his licence.

In addition, he may use material handling and moving equipment required in the performance of duties related to his occupation including those for which he must be qualified.

**54/4/2 Plumber - Steam Fitter Class "B"**

Shall be one who is engaged to work under the guidance of a Plumber - Steam Fitter Class "A".

**56/2/1 Plumber Class "A"**

Shall be capable of carrying out all duties required by his licence.

In addition, he may use material handling and moving equipment required in the performance of duties related to his occupation including those for which he must be qualified.

**58/2/1 Millwright Class "A"**

Shall be responsible for the installation of the repair and/or modification of, and maintenance of machinery as required by the nature of the Company's operation. He shall ensure the satisfactory operation of the machines and equipment by regular lubrication, inspection of filters, the changing of oils, and solvents, under instruction when necessary, and the cleaning out of lubrication sludge traps; also moving materials or parts throughout the plant, as directed.

In addition, he may use material handling and moving equipment required in the performance of duties related to his occupation including those for which he must be qualified.

**58/4/2 Millwright Class "B"**

Shall be one who is required to work on the above duties under the guidance of a Millwright "A". He shall ensure the satisfactory operation of the machines and equipment by regular lubrication, inspection of filters, the changing of oils, and solvents, under instruction when necessary, and the cleaning out of lubrication sludge traps; also moving materials or parts throughout the plant, as directed.

**60/2/1 Fabricated Steel Worker Class "A"**

Shall be capable of carrying out all steel work fabrication including welding operations as required.

In addition, he may use material handling and moving equipment required in the performance of duties related to his occupation including those for which he must be qualified.

**60/4/2 Fabricated Steel Worker Class "B"**

Shall be one who is engaged to work under the guidance of a Fabricated Steel Worker Class "A".

**64/-/3A Kitting Storeman**

Shall be one who is required to sort and bring together all the necessary components required for the assembly of complete engines or units into kits and to maintain the necessary records and reports. He shall also move parts into and out of the kitting stores.

In addition, he may use material handling and moving equipment required in the performance of duties related to his occupation including those for which he must be qualified.

**66/2/3 A Storeman Class "A"**

Shall be one who has at least twelve (12) months of experience in the trade and is capable of performing alone all of the following functions:

- a) receiving;
- b) shipping;
- c) pre-packing;
- d) warehousing;
- e) raw material - storing and issuing;
- f) finished parts - storing and issuing;
- g) maintain card control systems;
- h) consumables, storing and issuing;
- i) drive vehicles, with appropriate license.

Employees progressing from Group III to Group IIIA will be paid as follows:

- Group III, at 24 month Grade, will go to Group IIIA , 6 month Grade;
- Group III, at 30 month Grade, will go to Group IIIA, at 12 month Grade.

**66/4/3 Storeman Class "B"**

Shall be capable of performing alone all functions under Storeman Class "A" and drive all types of lift trucks and trolleys.

**80/-/5 Labourer**

Shall be one who is employed to perform all manual labouring tasks including the movement of materials within and outside his department under direction, assisting to load material on to machines and cleaning around the facilities.

**85/-/2 Progress Controller Class "A"**

Under the general supervision of the Manager, Progress Control:

- a) moves or arranges for the movement of materials and parts to ensure that they are correctly processed through the plant in priority order to meet and maintain schedules. Moreover, except for lift trucks he can also use material handling equipment in the accomplishment of his functions;
- b) is responsible for clerical functions required to progress the material and components through the plant;
- c) is responsible for ensuring that all reports are available to enable production control to monitor both work position and work performance;
- d) will be responsible for control of shop holding areas and requisitioning of materials;
- e) as required will substitute for production control clerical personnel.

This does not restrict production control staff personnel from performing any of the above clerical functions as required without displacing Progress Controllers.

**85/-/3 Progress Controller Class "B"**

Shall be one who moves or arranges the movement of materials and parts through the various manufacturing processes. Moreover, except for lift trucks he can also use material handling equipment in the accomplishment of his functions.

He is required to have a sufficient knowledge of the Company's operations and facilities to be able to perform his duties and complete the paperwork in his allocated work section without direction.

**86/2/1 Thermal Spray Worker Class "A"**

Shall be one capable of establishing, in conjunction with Laboratory and Production Engineering, techniques and parameters for new or revised applications of thermal spray.

In addition, the employee must be competent to use measuring instruments and is required to perform operations related to thermal spraying, e.g.: masking, abrasive and chemical cleaning.

**86/4/2 Thermal Spray Worker Class "B"**

Shall be one who is competent to use all thermal spray equipment, as required by the Company. He shall be capable of interpreting drawings and process specifications and shall be competent in the use of measuring instruments. He is also required to perform operations related to thermal spraying e.g.: masking, abrasive and chemical cleaning.

**86/6/3 Thermal Spray Worker Class "C"**

Shall be capable of preparing and masking all components for thermal spray and shall be capable of working under the guidance of a Thermal Spray Worker Class "A" and/or a Thermal Spray Worker Class "B"

**87/2/1A Shop Certification Specialist**

One who meets all regulatory Airworthiness requirements to perform the tasks below and one who has acquired the appropriate skills and knowledge by working a minimum of four (4) years in the Company with a minimum of two (2) years experience in build inspection or ten (10) years in an inspection function. He shall be competent to perform the following tasks in various departments as required:

1. Final inspection and return to service of an aeronautical product (SCA).
2. Performing inspection on those items identified as required inspection items (RII).
3. Non-conformance report quality release.
4. Release of certification related inspection reports.

\* All other experience will be considered in lieu of specific experience as per the "Maintenance Policy Manual" (PAM).

**88/-/1 Computer Controlled Peening Operator – Class "A"**

The Computer Control Peening Operator is able to create and modify peening programs, pre-production verification fixture and establish the peening conditions required to achieve the desired intensity by the mean of saturation curves. He is responsible for the peening intensity control and the coverage verification. An understanding of CNC programming structure is required to be capable to modify existing programs. He shall be familiar with the peening equipment and understand the basics of the system for basic maintenance.

**88/-/2 Computer Controlled Peening Operator – Class "B"**

The Computer Control Peening Operator is able to modify peening programs, pre-production verification fixture and establish the peening conditions required to achieve the desired intensity by the mean of saturation curves. He is responsible for the peening intensity control and the coverage verification. He shall be familiar with the peening equipment and understand the basics of the system for basic maintenance.

## **Other Occupations**

### **-/-1 Definition of a Journeyman**

Shall be one who is capable to satisfy the Company that:

1. he has passed through a recognized apprenticeship training or that he has at least four (4) years of experience in his trade;
2. shall be capable of performing all functions of that occupation for which he is classified as a journeyman, as required by the Company.

### **-/-6 Learner**

Notwithstanding the provisions of Letter of Agreement N° 1, a Learner shall be one who performs at the learning stage any operation which will eventually qualify him for promotion to a Class "B" position in any one of the following occupations:

Machinist	02/6/6
Sheet Metal Worker	07/6/6
Fitter	10/6/6
Welder	12/6/6
Tester	20/6/6
Inspector	25/6/6
Electronic Technician	36/6/6

The ratio for hiring learners in the above occupations shall not be more than one (1) learner to every six (6) journeymen unless mutually agreed.

### **Trainee Student**

Is a student of a recognized school, who within the framework of his training, is called upon to follow a work study session in the industry.

A student may perform work under the guidance of an employee Class "A" of his occupation, for a maximum period of fifteen (15) weeks.

It is understood that at no time the Company will hire more than five (5) trainee students. Moreover, no more than one (1) trainee student will be assigned in a given section at the same time.

The salary of the trainee student is established at Group VI, beginning grade I.

Unpaid work study sessions will be for a duration of less than four (4) weeks, unless mutually agreed with the Shop Committee. The Company will obtain a letter from the recognized school certifying that the work study is unpaid.

## APPENDIX "B"

### LETTERS OF AGREEMENT

#### 1. LETTER OF AGREEMENT N<sup>o</sup> 1 – APPRENTICES AND INSTRUCTORS

The purpose of this letter is to establish the norms and procedures applying to the apprentice classification as per the Company's internal (long term) and external (short term) training programs meant to prepare individuals to become fully qualified workers and hence provide the Company with an efficient and stable work force which is well suited for future needs.

The external (short term) program has been prepared for external candidates who have a diploma and/or a certificate recognized by the Ministry of Education and/or by Transport Canada or who have a permit and/or license recognized and approved by the Company for a trade.

The internal (long term) program is designed so as to supplement the internal individual's background (academic and/or working experience) and will not exceed a maximum of two (2) years. The details of the training curriculum for each trade will constitute part of this agreement as well as any other terms and conditions associated therewith or related instructions, duties and inherent responsibilities relevant to the training scheme and its administration.

An employee on a probation period cannot apply on the internal (long term) program.

The Company will not recognize as work experiences those acquired during studies (Work-studies, summer jobs, corporative program)

##### **1.0 Apprentice classification for Group I specialized positions**

Where there is a requirement for an apprentice in a given area, a job opening will be posted for candidates to apply.

1.1 Apprentices hired from outside the Company must pass the required medical examination, and other testing related to trade and general mechanical aptitude.

1.2 The Company acknowledges that candidates from within the Company should be interviewed and tested first before recruiting is done outside. However, vacancies not filled by internal applicants will be filled by external candidates. During hiring periods a minimum of three (3) long term apprentice positions will be posted internally per year.

1.3 Hiring period according to paragraph 1.2 is defined as follow;

- Hiring of new employees after all employees have been recalled.
- Hiring more than ten (10) Fitters or/and Inspectors or/and Tester or/and Machinist within a one (1) year period, from January to December.
- The following cases are not included in the calculation of hiring for the purpose of this Article;
  - Replacement of employees retiring from the Company
  - Replacement of employee leaving the Company

1.4 Every internal candidate will be tested in areas that might be the most likely reasons for failure with the programme, mainly: lack of mechanical ability, problems or weakness in dimensional perception, lack of motivation or learning disabilities.

- 1.5 When an employee chosen as an apprentice wishes later to return to his former duties, he must make his request before starting his training. He will then be able to return to his former position and keep his seniority rights.
- 1.6 If the employee waits after such a period, he will have lost his rights to his former occupation and accordingly will have to apply for openings available in order to obtain another position in the Company. For the vacant position, his request will be considered before the ones of the internal and external candidates.
- 1.7 The candidates for the long term apprentice program must have a high school diploma, including prerequisites to be accepted in a Science program of a CEGEP level (Mathematics TS or SN 5 (536) or the equivalent and physics 5 (534)).

If the internal candidate does not have the aforementioned prerequisites, he will be able to attend the various courses to obtain the required prerequisites to register in the apprentice program. The Company will pay all scholarship fees.

## 2.0 Training duration

The duration of training for an apprentice enrolled in the external program (short term) or internal (long term) will be determined according to his educational background and working experience, the calculation of which will be assessed prior to the hiring of the candidate

## 2.1 Educational background

Candidates applying for the internal training program (long term) or external (short term) must have successfully completed the profile relevant to the trade as per the following example and have supporting documents to qualify.

### Relevant Profile for Apprentice Machinist :

Education	24 Months Shop Training		48 Months Eligible to "A"	
	Cred.	Rem	Cred.	Rem
Secondary Level General Machinist 11 + 1 Year = approx. 2,100 hours or CMC equivalent course General Machinist full Certification = equivalent value (52 week programme)	18 mths	6 mths	24 mths	24 mths
	15 mths	9 mths	24 mths	24 mths

- All of the aforementioned dispositions can be reviewed by the Joint Committee

**Relevant Profile for Apprentice Fitter and Inspector:**

Education	24 Months Shop Training		48 Months Eligible to "A"	
	Cred.	Rem	Cred.	Rem
CEGEP Level. Aircraft Maintenance Diploma from l'ENA (3 year program).	18 mths	6 mths	24 mths	24 mths
Or				
CAMC Gaz Turbine Technician Diploma. (1250 hours)	15 mths	9 mths	24 mths	24 mths
Or Certification Inspection/Repair of engine components sponsored by RRC (420 hours)	5 mths	19 mths	24 Mths	24 mths

- All of the aforementioned dispositions can be reviewed by the Joint Committee

**Relevant Profile To Other Apprentice Classifications in General:**

Education	24 Months Shop Training		48 Months Eligible to "A"	
	Cred.	Rem	Cred.	Rem
DEP EMAM Mechanic fitting	10 mths	14 mths	24 mths	24 mths
DEP EMAM Balancer	12 mths	12 mths	24 Mths	24 mths

- All of the aforementioned dispositions can be reviewed by the Joint Committee

2.2 The candidates who did not succeed in obtaining their certificate and/or diploma for a complete program listed above will be credited from the training program recognized by the CAMC sponsored by the Company and will receive fifteen (15) months of training credit.

For any programs not mentioned above, the files will be studied case by case by the Joint Training Committee attended by the authorities and/or the institutions affected.



### **3.0 Short term training program**

In addition to the time credited to a candidate on the basis of his educational background, credit will be given against his shop training duration in the following way:

- 3.1 For the candidate who holds a certificate in the relevant trade (see chart), every month of specific working experience relevant to the trade considered will be credited fully up to a maximum of eighteen (18) months (bearing in mind that a six (6) months' training/shop rotation is required for all apprentices);
- 3.2 For the candidate who does not hold a certificate in the relevant trade, every two (2) months of working experience in a mechanical environment related to the trade considered will count for one month credit (against the corresponding time required in the shop) up to a maximum of eighteen (18) months towards obtention of the Class "B", provided that such working experience is not less than two (2) years and that the candidate has a high school leaving certificate.

Also an employee with two (2) years of seniority within the same occupation will be credited with months of training according to the following:

Group I = twelve (12) months  
Group II = six (6) months  
Group III = three (3) months

Any issue concerning credits will be studied by the Joint Training Committee which will recommend a decision based on the merits of the case.

### **4.0 Internal Training Program (long term)**

- 4.1 The apprentice program (long-term) will be set up in collaboration with École Nationale d'Aérotechnique (ENA) or with École des Métiers de l'Aérospatiale de Montréal (EMAM) and will start when the number of required candidates has been selected through the participating employers.
- 4.2 An internal (long-term) training program will be prepared for each group of apprentices and will be revised by the Joint Committee. A document describing the content of the program, the steps and its duration will be given to the Committee members, to the participants and to their Manager.
- 4.3 Each participant in the Program will receive an apprentice book. The apprentice book will include the theoretical and practical program, the assessment of the practical training and any other pertinent information.
- 4.4 The Joint Committee on the training and/or instructors from the training Center assess the abilities of the apprentices to execute the various tasks of the trade and document their observations in the apprentice book. Situations needing particular attention from the participant will be written in the apprentice book.

### **Training activities**

- 4.5 To avoid interruptions in classes and to maintain the training continuity, participants in the long term program will take their vacation during the pre-determined period set by the Company and as per the training schedule.
- 4.6 The participants in the internal (long term) program are not permitted to work on overtime during the theoretical training period (in class).

## **Advancement**

- 4.7 The apprentice will progress through each stage of training upon obtaining a passing mark of 70% (practical & theoretical) at the completion of each stage of the program.
- 4.8 Failure at any stage of the program will result in the apprentice repeating the same stage with no increase in salary for the same period of time at the end of which a second test will be taken. Failure at this stage will result in the apprentice returning to his former occupation, if applicable or be laid-off with recall rights.
- 4.9 Performance below average during the course of the training program will be reviewed by the Joint Training Committee who will assess and make recommendations thereupon in view of the circumstances that brought about the failure to perform satisfactorily.
- 4.10 After having successfully completed the training program, the apprentice will be granted the accrued seniority and add it to the new classification to which he has been upgraded.
- 4.11 In order to recognize the apprentice's efforts and progression through the length of the training program, the hourly wages will be calculated on the basis of the program's duration and an increase will follow his progression to gradually bring him to the Class "B" hourly rate upon completion of the training program.

The Committee will receive the apprentice list with their salary rate, including the date of the completion of their apprenticeship.

### **4.12 Salary rate of the progression :**

<b>Training to be completed</b>	<b>Less than 5 years of seniority</b>	<b>More than 5 years</b>
Less than 52 weeks	Reduction 5%*	Reduction 4%*
More than 52 weeks	Reduction 10%*	Reduction 6%*

\*The salary reduction will be calculated from the salary rate at the beginning of the program. The salary rate will not exceed the beginning salary of the requested position

### **5.0 Getting to Class « B » External (Short term) and Internal (long term) training program**

Upon successful completion of the external (short term) or internal (long term) training program duly authorized by the Company, the apprentice will be recognized as having two (2) years related experience in the relevant trade and will be promoted to the "B" Class accordingly.

For progression purposes, the employees' training periods will be credited toward obtaining a Class "A" in his occupation.

### **6.0 The performance assessment - External (short term) and Internal (long term) training program**

The manager of an apprentice must evaluate the apprentice's performance each month and review it with him by completing the appropriate form in order to maintain the progression of the individual in his apprenticeship. The form must then be submitted to the Human Resources Department with a copy to the Joint Training Committee.

Both the manager and the apprentice must inform the Joint Training Committee of any problems related to the apprenticeship so that the situation may be evaluated and rectified.

## **7.0 Generalities - External (Short term) and Internal (long term) training program**

- 7.1 The apprentice must be assigned with an employee who has Classification « A ». The Learner follows the work schedule of the employee he has been assigned to.
- 7.2 Apprentices shall only be permitted to exercise their seniority in the event of a reduction of staff in the occupation of apprentices, except if the apprentice is a candidate from within the Company in which case he can return to his former occupation.
- 7.3 Apprentices will only be permitted to work overtime after all employees in their occupation have been asked to work overtime and subject to paragraph 7.1.
- 7.4 When there are not enough employees holding a Classification « A » who could train an apprentice, the Company can promote on a temporary basis, an employee holding a « B » classification to go on with the training process.

## **8.0 Instructors**

- 8.1 Instructors will be selected from amongst existing Company employees of Lodge 869 who have sufficient qualifications, knowledge or experience of the trade involved and subject to be covered. If nobody satisfies the requirements the Company may recruit external help.

Their responsibilities will be to:

- a) prepare training module
- b) instruct in classroom;
- c) control attendance, stimulate motivation and appraise performance

- 8.2 The instructors will be able to give practical demonstrations in all aspects of tasks with which he is familiar.
- 8.3 When Local Lodge 869 members are selected as instructors; they shall retain and continue to accumulate seniority in their respective occupation.
- 8.4 Remuneration for Lodge 869 Bargaining Unit members appointed as instructors will be at the top rate according to their occupation, plus a premium of fifteen percent (15%) for all hours worked as an instructor.
- 8.5 Instructors recruited externally will not be considered as Lodge 869 Bargaining Unit members.

## 2. LETTER OF AGREEMENT N<sup>o</sup> 2 - STATIONARY ENGINEMAN SHIFT ARRANGEMENTS

It is agreed that in order to maintain a continuity of operations of the boiler room, the following shift arrangements shall apply:

The work week over a two (2) week cycle will average forty-two (42) hours per week as follows:

- one (1) week at thirty-six (36) hours consisting of three (3) days of twelve (12) hours;
- one (1) week at forty-eight (48) hours consisting of four (4) days at twelve (12) hours.

It is understood that the hours worked in excess of eighty (80) hours over the two (2) week period will be paid at time and a half (1.5). The boiler room personnel will be paid at time and a half (1.5) for the first three and one-half (3.5) hours and double time (2) for the hours that follow.

Furthermore, the first day off worked on overtime will be paid at time and a half (1.5) for the first eight (8) hours and double time (2) for the hours that follow. The second day off worked in overtime will be paid at double time for the first 8 hours and at triple time for the hours that follow. Consecutive days off worked after the first two (2) days off worked in overtime will be paid at time and a half (1.5) for the first eight (8) hours and double time (2) for the hours that follow. Triple time will be paid after eight (8) hours worked on a statutory holiday

**Calculation of Hours - Time and One-Half**

Hours will be rounded at the one-half (0.5) hour or inferior hour.

**Calculation of Hours - Double or Triple Time**

Hours will be rounded at the one-half (0.5) hour or inferior hour and the result will be multiplied by one point thirty-three (1.33) before being booked in the computer.

**Example:**

<b>Hours Rounded</b>	<b>Hours to be Registered</b>
1.0	1.0
1.5	1.5
2.0	2.5
3.0	4.0
3.5	4.5

It is agreed that the paid personal leave will be calculated on a different basis i.e. the number of hours determined by Article 22.02 of the collective agreement will be divided by twelve (12). Consequently, Stationary Engineman will be entitled to less paid personal leave but twelve (12) hours will be paid for each day.

All scheduled days off falling on a statutory holiday will be paid for twelve (12) hours.

Vacations will be paid on the basis of forty (40) hours per week. The remuneration for days of vacation taken one (1) day at a time will be eight (8) hours per day.

**4. LETTER OF AGREEMENT N° 4 – ALCOHOLISM, DRUG ADDICTION AND OTHER DEPENDENCIES**

- 1) The Company and the Union recognize alcoholism, other drug addictions and other dependencies, as a sickness, which requires appropriate treatment. It is then agreed that the same benefits, privileges and collective insurance coverage be applicable to the afflicted employees, in accordance with this Collective Agreement.
- 2) The employee is entitled to a leave of absence for treatment and re-habilitation as for any other sickness.
- 3) The employee under therapeutical treatment will be eligible to benefits in accordance with the collective insurance plans in the collective agreement. The cost of the stay in specialized clinics for the treatment of alcoholism or drug addiction and recognized as such, is covered at seventy percent (70%) by the Insurance Plan.
- 4) The Company and the Union agree to handle in cooperation and confidentiality employee problems of alcoholism, drug addiction and other dependencies. The Company agrees to keep these issues confidential, as an essential element to an efficient intervention in the work place. Consequently, information on the nature of the diagnosis, the recommended treatment or any other personal information is strictly confidential and can only be added to their medical records. Under no circumstances will this information be used for any reason other than the application of this letter of agreement or the Insurance Plan.
- 5) The Company and the Union, through their social delegates, agree that participation in the Program is unrestricted and voluntary.

**5. LETTER OF AGREEMENT N<sup>o</sup> 5 - PROGRESSIVE RETIREMENT OF THE HOURLY PAID EMPLOYEES (LOCAL LODGE 869)**

This document confirms the agreement between the Company and Lodge 869 regarding the addition of a flexible component in the retirement program for hourly paid employees of the Company, as described in the attached appendix document and the introduction of the progressive retirement.

**Introduction Clause**

The Company recognizes the right to the progressive retirement as per the clauses described in this document. This agreement is conditional to the introduction of the flexible component as provided for in the recommendation of the Joint Committee to the Company on December 31<sup>st</sup>, 1997. The progressive retirement will then be offered to the employees providing the following conditions are met.

To be eligible for progressive retirement, an employee must be fifty-five (55) years old, have ten (10) years of service and have provided written confirmation that he will retire from the Company no later than five (5) years following the start of his progressive retirement, if granted.

The number of employees who will be allowed to take progressive retirement will be limited to three percent (3%) of the total number of employees in Lodge 869 as of September 30<sup>th</sup> each year. It is understood that any fractions yielded by the calculation, no matter how small, will be rounded upwards. In the event that the Company must layoff employees, the eligibility percentage for the progressive retirement will be re-assessed.

When the number of employees requesting the progressive retirement is higher than the allowed maximum number, the plant seniority in the occupation will determine who will be allowed to take a progressive retirement. However, those employees with insufficient seniority will be placed on a waiting list and in the event of an employee's retirement pursuant to this program, with an effective date no later than September 29<sup>th</sup> of the following year, the most senior employee on the waiting list will be allowed to commence progressive retirement should he so choose. It is understood that the names of any employees on the waiting list shall be erased as of 17h00 on September 29<sup>th</sup> each year.

Employees may submit a request once per year no later than September 30<sup>th</sup>, with the Company providing an answer before November 1<sup>st</sup>, and the beginning of the progressive retirement will be on January 1<sup>st</sup> of each year. The days not worked (the progressive retirement days) must be Mondays in a four (4) days of eight (8) hours workweek context and Mondays and Tuesdays, in a three (3) days of eight (8) hours workweek context, unless there is an agreement between the Union and the Company.

Working hours not worked by employees on progressive retirement must be filled in a way not to create prejudice to the work schedule and no additional costs.

**Working Conditions**

Provisions of the Collective Agreement regarding working conditions of the employees on progressive retirement are modified as follows:

**Article 5.00 Working hours and Overtime hours**

Employees are governed by the same rules as for all other employees, excluding the rules applying to the distribution of overtime hours. Employees on progressive retirement will not be able to use the right to overtime hours as if they were full-time employees.

Overtime hours will be offered to employees on progressive retirement as the last solution and only when no other employee is available to work overtime hours, however, the Company will not be able to use provisions of article 5.10 in order to assign overtime. Employees on progressive retirement will also be considered as a last alternative when calls for overtime are made (call-in) and will not be part of a Mobile Repair Party. Employees on progressive retirement will not be allowed to accumulate hours in the Time Bank. Employees on progressive retirement will keep their rank on the seniority list as if they are working full-time for the only purpose of Shift Rotation (see Article 17:00).

**Application**

The Parties agree that the new eligibility requirements contained within the third (3<sup>rd</sup>) and sixth (6<sup>th</sup>) paragraphs above will apply to all progressive retirement requests granted by the Company after the ratification date of 2016-2020 collective agreement.

For clarity, all progressive retirement requests granted by the Company prior to said ratification will continue to be administered in accordance with the terms of said grant however, said employees must provide written confirmation of their retirement date no later than three (3) months after said ratification, and said retirement must be no later than five (5) years after said ratification.

**Article 6.00 Statutory Holidays and Floating Holidays**

Statutory holidays will be paid in all cases and will be a non-working day only if a Statutory Holiday falls on a workday. Employees on progressive retirement will also be able to accumulate enough hours for additional holidays during the Christmas period but only for days they would have been scheduled to work.

**Article 7.00 Civic Duties**

Provisions of the article apply to employees on progressive retirement only for the scheduled workdays.

**Article 8.00 Bereavement Leave**

Provisions of the article apply and employees on progressive retirement will have the right to the same number of days off.

**Article 9.00 Leave of Absence without Pay and Leave with Deferred Pay**

Employees on progressive retirement cannot take advantage of privileges provided for under this article.

**Article 10.00 Vacation**

The number of days of vacation for employees on progressive retirement is set in proportion with the number of days worked as provided for in the grid:

<b>VACATIONS</b>			
<b>Year of service</b>	<b>Weeks of vacations as provided in the Collective Agreement</b>	<b>Grant for employees working 3 days a week</b>	<b>Grant for employees working 4 days a week.</b>
10 & 11	4+1 day	4 weeks (3 days )+ ½ day	4 weeks (4 days)+1 day
12 & 13	4+2 days	4weeks (3 days)+1 day	4 weeks (4 days) +1 ½ days
14 & 15	4+3days	4weeks (3 days)+2 days	4 weeks ( 4 days)+2 ½ days
16 & 17	4+4days	4 weeks (3 days)+2 ½ days	4 weeks (4 days)+3 days
18	5	5 weeks (3 days)	5 weeks (4days)
20 to 24	5+1 day	5 weeks (3 days) + ½ day	5 weeks (4 days) + 1 day
25	6	6 weeks (3 days)	6 weeks (4 days)

The vacation indemnity will be equivalent to 8%, 8.4%, 8.8%, 9.2%, 9.6%, 10%, 10.4% or 12% of the previous year's earnings as per the number of continuous years of service or the number of weeks/days in accordance with the aforementioned table at the regular salary rate as worked by the employee (hourly rate multiplied by the number of hours worked as per the employee's progressive retirement work schedule).

Other provisions of the article apply, excluding the provision for Statutory Holidays. When the Statutory Holiday falls during the vacation period of an employee on progressive retirement, an additional day off will be allowed only if this Statutory Holiday falls on a workday that the employee would have normally worked. This day will be added just before or after his vacation. When the Statutory Holiday falls on a day where the employee is on progressive retirement, this day will be paid but will not be subject to an additional day of vacation.

**Article 11.00 Occupations and Salaries**

Employees on progressive retirement will not be allowed to apply on other positions, however they will be able to progress within their own occupation.

**Article 17.00 Seniority**

Employees on progressive retirement will continue to accumulate their seniority in proportion with the number of days worked. However, employees on progressive retirement will keep their rank as it was when they began the progressive retirement for the purpose of shift rotation so they can maintain a fixed schedule for the whole period of their progressive retirement. All of the other provisions related to seniority apply as foreseen.

**Article 21.00 Employee Benefits**

**Article 22.00 Weekly indemnity and Paid Personal Leave**

**Article 24.00 Health and Safety**

Weekly indemnities and/or salary income replacement provided for under Articles 21, 22 and 24 of the Collective Agreement are calculated in proportion with the number of days worked at the time of the progressive retirement.

**Retirement Program**

The calculation of the pension will be established according to the earned reputed salary.

**Special Clause**

The employees working on the weekend shift are not eligible for progressive retirement.

An employee on progressive retirement may request to be re-instated full-time in writing to the Company and to Lodge 869 at least thirty (30) days in advance. However, the employee so re-instated will not recuperate the seniority lost during the period of his progressive retirement and will be governed by all the terms of the collective agreement.

An employee asking to be re-instated will not be allowed to make another request for progressive retirement and this, up to his retirement.

Exceptionally, the aforementioned prohibition shall not apply to any employee whose progressive retirement request was granted by the Company prior to the ratification date of the 2016-2020 collective agreement and who asks to be reinstated because he plans to retire more than five (5) years after said ratification. The employees in this situation shall be allowed to make another request for progressive retirement as per the terms of this letter of agreement.



**Information to the Union**

By November 30<sup>th</sup> each year, the Company will provide the Union with a report that confirms the names of those employees who have been accepted into the progressive retirement program, their new working hours, their retirement dates plus the names of employees on the waiting list, if any, by order of seniority. Should any retirements take place during the course of each year, the Company will provide the Union with an updated report as required.

## **7. LETTER OF AGREEMENT NO 7 – PENSION PLANS (FORMULAS & CONTRIBUTIONS)**

### **Contributions to the Company Pension Plan (RRQ24794), Defined Benefit Component**

The pension formula which is integrated with the Quebec Pension plan will be one point eighty-five percent (1.85%) for total of credited service, maximum thirty-five (35) years of service or sixty-five (65) years of age. The employee contributions will change as follow(s);

Following the signature of this collective agreement, the employees' contribution to the Company Pension Plan, Defined Benefit Component, will remain as a percentage of basic salary as defined in said Plan and said Component as follows;

Five percent (5.0%).

When the solvency level reaches ninety percent (90%), the contribution will be reduced to four percent (4.0%).

Actuarial evaluations will be performed by the Company's actuarial firm in accordance with applicable legislation and regulations. The actuarial evaluations will be completed, at the latest, by May 31<sup>st</sup> each year and copies of said evaluations will be provided to the Union.

### **Contributions to the Member Funded Pension Plan (MFPP)**

The employee's contribution will be six percent (6.0%) of the basic salary as defined in the Member Funded Pension Plan. However, in light of the nature of the MFPP, including in particular the employees' obligations under the MFPP with respect to the costs of the MFPP's commitments, the employees' contributions may be reviewed and modified in accordance with the MFPP text, the applicable legislation or regulation or following any applicable decision of the MFPP's managers.

The Company contribution will be six percent (6.0%) of the employee's basic salary for the duration of the collective agreement, retroactive to March 20, 2016.

## **8. LETTER OF AGREEMENT NO. 8 – JOB SECURITY RELATED TO TEAM-BASED WORK**

Team-based work does not have as an objective to reduce the labour force or to eliminate an occupation. As a result, the Company is committed not to eliminate any existing occupation for said objective for the duration of the present collective agreement.

## **9. LETTER OF AGREEMENT NO. 9 – ERT**

The Company recognises that some members of the Local Lodge 869 can become members of the Company's ERT (emergency response team) on a voluntary basis. It is accepted that those members will perform tasks other than their normal tasks in order to assure that the Company complies with the norms of emergency response or on the maintenance of the equipments necessary to achieve those requirements. They can also support the different emergency response services in case of an emergency by acting as a first aid worker.

In case of a disciplinary action concerning an event related to the execution of ERT tasks, this disciplinary action can be submitted to the grievance and/or arbitration process.

A member of the ERT team can resign from the team upon providing thirty (30) days notice to the Company.

All articles of the collective agreement will apply to the members of Local Lodge 869 who belong to the ERT.

**10. LETTER OF AGREEMENT NO. 10 – Progression to Plater;**

**Progression to Plater;**

It is agreed that;

The Company will allow employees from classification (30) to progress to higher level of their classification, ie. Plater-processor.

The preceding paragraph shall not be construed as an obligation to maintain a minimum of nine (9) Platers in cases where a layoff will impact employees from classification (30). Otherwise, the Company will maintain nine (9) Platers. This commitment will apply only to employees hired before January 15, 2001.

When a Plater position becomes available, a posting reserved to employees in this classification will be made and the most senior Processor (A) who has asked for the progression will be entitled to the training to permit said progression. He shall submit to the required exams.

Reference to pre-arbitration settlement, grievance 98-37.

**11. LETTER OF AGREEMENT NO. 11 – Subcontracting tasks done by labourers and scrap custodian.**

**The Parties agree as follows:**

Following the outsourcing of tasks belonging to the Labourer and to the Scrap Custodian;

- The employees mentioned hereafter will keep their seniority as Labourer.
- In case of plant layoffs where these employees would be impacted by this situation, it is understood that they would be temporary returned to their Labourer position until another position for which they are qualified becomes available.
- This exceptional situation only applies to the following employees;
  1. N/A
  2. Pasquale Polisena (3101418)
  3. Annunziato Lugara (3200369)
  4. Guiseppe Sellito (3101128)
  5. Eustache Osman (3200868)

## **12. LETTER OF AGREEMENT NO. 12 – Maintenance**

The Company and Lodge 869 agree on the following;

The Company agrees that the regular maintenance work to be executed on overtime will be first offered to the department's employees on overtime as long as they possess the competences to execute the work to be done within the planned schedule. Moreover, the Company agrees to register the number of employees required on the availability form as per Article 5.13.1 of the collective agreement.

### **13. LETTER OF AGREEMENT NO. 13 – The Company’s Harassment Policy**

During the 2013-2016 collective agreement, the Parties agreed to form a parity committee which included representatives from Local Lodge 869, Local Lodge 2468, non-unionized employees and the Company in order to discuss and implement a new Company Harassment Policy.

The parity committee completed its work, the new Policy was implemented and is available in print and electronic formats.

Whenever an harassment complaint is filed by a member of Local Lodge 869 or a complaint is filed against such a member, the Company will inform the President of Local Lodge 869 and the Shop Committee Chairman, on a strictly confidential basis, of the name of the employee involved as well as the nature of the complaint.

The Union and the Company agree to meet, as required, in order to discuss any issue pertaining to the application of the Company’s Harassment Policy.

It is understood that any future changes to the Company’s Harassment Policy must be made through a parity committee as described above, otherwise the Policy will remain in its current format with respect to employees represented by Local Lodge 869.



**14. LETTER OF AGREEMENT NO. 14 – The Company's Travel and Corporate Card Policy and Guidelines**

During negotiations for the 2016-2020 collective agreement, the Parties agreed to adhere to the Company's Travel and Corporate Card Policy and Guidelines as described by articles 5.24.1 and 28.01.

It is understood that any future changes to said Policy after the ratification date of the present collective agreement must be subject to an agreement between the Union and the Company, otherwise the Policy will remain in its current format with respect to employees represented by Local Lodge 869.

**APPENDIX "C"**

**WAGE RATE**

<b>From March 20, 2016 to March 18, 2017</b>						
<b>Group</b>	<b>Start</b>	<b>6 M</b>	<b>12 M</b>	<b>18 M</b>	<b>24 M</b>	<b>30 M</b>
IA	38.51	39.09	39.68			
I	35.99	36.36	36.67	36.93	37.22	
II	31.46	31.83	32.14	32.49	32.79	33.02
III A	30.03	30.38	30.77	31.03	31.40	31.81
III	28.55	28.87	29.23	29.55	29.91	30.36
IV	27.24	27.51	27.83	28.10	28.46	
V	26.64	27.03	27.45			
VI	22.79	23.51	24.59	25.69	27.16	
Student	18.00					

<b>From March 19, 2017 to March 17, 2018</b>						
<b>Group</b>	<b>Start</b>	<b>6 M</b>	<b>12 M</b>	<b>18 M</b>	<b>24 M</b>	<b>30 M</b>
IA	39.57	40.16	40.77			
I	36.98	37.36	37.68	37.95	38.24	
II	32.33	32.71	33.02	33.38	33.69	33.93
III A	30.86	31.22	31.62	31.88	32.26	32.68
III	29.34	29.66	30.03	30.36	30.73	31.19
IV	27.99	28.27	28.60	28.87	29.24	
V	27.37	27.77	28.20			
VI	23.42	24.16	25.27	26.40	27.91	
Student	18.00					

<b>From March 18, 2018 to March 16, 2019</b>						
<b>Group</b>	<b>Start</b>	<b>6 M</b>	<b>12 M</b>	<b>18 M</b>	<b>24 M</b>	<b>30 M</b>
IA	40.66	41.26	41.89			
I	38.00	38.39	38.72	38.99	39.29	
II	33.22	33.61	33.93	34.30	34.62	34.86
III A	31.71	32.08	32.49	32.76	33.15	33.58
III	30.15	30.48	30.86	31.19	31.58	32.05
IV	28.76	29.05	29.39	29.66	30.04	
V	28.12	28.53	28.98			
VI	24.06	24.82	25.96	27.13	28.68	
Student	18.00					

**From March 17, 2019 to March 21, 2020**

<b>Group</b>	<b>Start</b>	<b>6 M</b>	<b>12 M</b>	<b>18 M</b>	<b>24 M</b>	<b>30 M</b>
<b>IA</b>	<b>41.88</b>	<b>42.50</b>	<b>43.15</b>			
<b>I</b>	<b>39.14</b>	<b>39.54</b>	<b>39.88</b>	<b>40.16</b>	<b>40.47</b>	
<b>II</b>	<b>34.22</b>	<b>34.62</b>	<b>34.95</b>	<b>35.33</b>	<b>35.66</b>	<b>35.91</b>
<b>III A</b>	<b>32.66</b>	<b>33.04</b>	<b>33.46</b>	<b>33.74</b>	<b>34.14</b>	<b>34.59</b>
<b>III</b>	<b>31.05</b>	<b>31.39</b>	<b>31.79</b>	<b>32.13</b>	<b>32.53</b>	<b>33.01</b>
<b>IV</b>	<b>29.62</b>	<b>29.92</b>	<b>30.27</b>	<b>30.55</b>	<b>30.94</b>	
<b>V</b>	<b>28.96</b>	<b>29.39</b>	<b>29.85</b>			
<b>VI</b>	<b>24.78</b>	<b>25.56</b>	<b>26.74</b>	<b>27.94</b>	<b>29.54</b>	
<b>Student</b>	<b>18.00</b>					

**APPENDIX “D”  
FUNCTIONAL TASKS**

Employees will develop functional task capabilities to improve efficiency, reduce turn-around-time (TRT) and production costs. It is not the objective of the implementation of functional tasks to reduce manpower or eliminate an occupation.

A functional task is defined as a minor activity that requires minimal training and is related to an employee’s regular duties within his department or cell. The functional tasks are listed in Table 1 below. Any other functional tasks that do not appear in the table below must be defined, revised and accepted by the Joint Labour Relations Committee.

An employee will not be expected to accomplish all functional tasks within his occupation but only those required to maintain a constant workflow and ensure that the performance objectives are met within the department or cell. An employee will be expected to accomplish a functional task related directly to the current job being worked.

Table 1: Functional tasks by occupation.

<b>Occupation</b>	<b>Functional tasks</b>
All occupations	To meet urgent and priority production requirements, movement of parts inside the factory
All occupations with equipment that require first level maintenance	Verification and top-up of liquids and grease
Machinist	Light wash (in-process) Deburring Light polish In-process inspection (buddy stamp if required) Material movement within the cell or department
Polisher	In-process inspection (buddy stamp if required) Removal and preparation of abradable liner Material movement within the cell or department
Sheet metal worker	Light polish (in-process) In-process inspection (buddy stamp if required) Combustion canister disassembly (Aero only) Tack welding such as: when positioning a cooling ring Material movement within the cell or department
Bench fitter	In-process inspection (buddy stamp if required) Light wash (in-process) Light polish (in-process) Material movement within the cell or department
Welder	In-process inspection (buddy stamp if required) Light wash (in-process) Light polish (in-process) Material movement within the cell or department
NDT operator class C	Light wash (in-process) Material movement within the cell or department

NDT inspector	Light wash (in-process) Minor dressing such as small defect on firtree Material movement within the cell or department
Processor	Removal and preparation of abradable liner Material movement within the cell or department
Painter	In-process inspection (buddy stamp if required) Material movement within the cell or department
Inspection	Light polish Moment weight verification Material movement within the cell or department Local washes and wipes to enable inspection Removal of brackets, pipes and use of lifting equipment (after training on slings and overhead cranes): Example 1: Inspector can use slings and crane to lift a component to be inspected without fitter involvement. Example 2: Necessary removal of pipes on bulk strip engine to enable inspection.
Fitters  Fitters from the Accessories Department	Local simple wash Simple local repairs (stud, helicoil, balancing wire) Local Polishing Material movement within the cell or department In process inspection (buddy stamp if required), such as: Example 1: In the process of engine or module strip a fitter will remove a seized bolt or stud to enable the continuation of the strip. Example 2: In the process of engine or module assembly, the fitter will replace damaged stud or helicoil to enable the continuation.  In addition to the aforementioned tasks, perform all pressure testing operations, including the repair of leaks in components and assemblies by approved methods
Electronic technician	Material movement Resolve electrical problems during test and assisted by the electrical accessory specialist Configuration changes in test bed with engineering Assist electrical work or perform minor electrical tasks : Example 1: When troubleshooting inside control panels, the electronic technician must be able to verify the presence of power, replacing SCR's, replacing burnt fuses and disconnecting/reconnecting appropriate devices. Example 2: Technicians must also be able to operate disconnect switches in order to isolate/re-energize equipment being worked on.

Testers	<p>Material movement within the cell or department</p> <p>Assist electrical accessory specialist in troubleshooting while testing</p> <p>External Engine hardware changes while on test, often assisted by a fitter</p> <p>Configuration changes in test bed</p> <p>Balancing (trim balance of the fan)</p> <p>Instrument wiring</p> <p>Removal and reinstallation of plumbing/tubing at test (In-process) such as: Removal of pipes etc. if required for replacement of accessories</p> <p>If necessary, complete the final dispatch of the engine</p>
Stationary Engineman	<p>Assist other trades in the Maintenance Department with minor maintenance tasks in the factory.</p> <p>Assist with and perform tasks related to building maintenance</p>
Carpenter	<p>Assist millwright work or perform minor task</p> <p>Example: When building presentation boards to be installed on the shop floor, the carpenters must carry out the entire installation on the shop floor (preparing support posts and anchoring them into the concrete floor).</p>
Electrician	<p>Assist millwright or plumber work or perform minor millwright or plumber task :</p> <p>Example 1 : When installing transformers, disconnect switches, fans, electrical reels on columns, the electrician must build their own support structure (mainly using trusses)</p> <p>Example 2 : When a motor needs replacement, the electrician must be capable of dismantling the equipment both electrically and mechanically. This involves removing guards and covers, removing belts, unbolting the equipment, etc.</p>
Plumber	<p>Filter replacement</p> <p>Assist millwright work or perform minor millwright task.</p> <p>Example 1 : When installing hose reels on the shop floor, plumbers must carry out the entire installation. This involves fastening the reels on the columns using the necessary hardware and tooling.</p> <p>Assist third parties with industrial waste management and appropriate documentation</p>
Millwright	<p>Assist plumber to perform minor plumber tasks:</p> <p>Example: When a pump needs to be overhauled, the millwright must be able to lock out the equipment (turn off and lock disconnect switch), undo the electrical wiring, remove necessary piping and hardware, etc.</p> <p>Assist with emptying and cleaning of tanks.</p>

Fabricated Steel Worker	<p>Assist millwright or plumber work or perform minor millwright or plumber task:</p> <p>Example 1: When components need to be repaired (for example a component on a blast cabinet that had deteriorated due to excessive wear by the blast media), the Fabricated Steel Worker should be able to dismantle the damaged component, carry out the necessary welding repairs and then reinstall the component back on the equipment.</p> <p>Example 2: When fabricating support structures/ bases for new assemblies, the Fabricated Steel Worker should be able to install the components on the structure. For example, if the Fabricated Steel Worker is building a base for a motor/pump assembly, once the base is built, the Fabricated Steel Worker should bolt the motor and pump assembly onto the base.</p>
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**ANNEXE « E »  
OCCUPATIONS**

	87/2/1A	Shop Certification Specialist
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**OCCUPATIONS DU GROUPE I**

	02/2/1	Machinist Grade "A"
	07/2/1	Sheet Metal Worker "A"
	10/2/1	Fitter "A"
	11/2/1	Bench Fitter "A"
	12/2/1	Welder "A"
	20/2/1	Tester "A"
	25/2/1	Inspector "A"
	26/2/1	N.D.T. Inspector "A"
	30/2/1	Plater/Processor
	32/2/1	Spray Painter "A"
	34/2/1	Heat Treater "A"
	36/2/1	Electronic Technician Grade "A"
	38/2/1	Electrical Accessory Specialist "A"
	42/-/1	Stationary Engineman
	50/2/1	Carpenter "A"
	52/2/1	Electrician "A"
	54/2/1	Plumber-STEM Fitter "A"
	56/2/1	Plumber "A"
	58/2/1	Millright "A"
	60/2/1	Fabricated Steel worker "A"
	86/2/1	Thermal Spray Worker "A"
	88/2/1	Computer Controlled Peening Operator "A"



**APPENDIX "E"**

**GROUP IA JOBS**

	87/2/1A	Shop Certification Specialist
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**GROUP I JOBS**

	02/2/1	Machinist Class "A"
	07/2/1	Sheet Metal Worker "A"
	10/2/1	Fitter "A"
	11/2/1	Bench Fitter "A"
	12/2/1	Welder "A"
	20/2/1	Tester "A"
	25/2/1	Inspector "A"
	26/2/1	N.D.T. Inspector "A"
	30/2/1	Plater/Processor
	32/2/1	Spray Painter "A"
	34/2/1	Heat Treater "A"
	36/2/1	Electronic Technician Class "A"
	38/2/1	Electrical Accessory Specialist "A"
	42/-/1	Stationary Engineman
	50/2/1	Carpenter "A"
	52/2/1	Electrician "A"
	54/2/1	Plumber-Steam Fitter "A"
	56/2/1	Plumber "A"
	58/2/1	Millright "A"
	60/2/1	Fabricated Steel worker "A"
	86/2/1	Thermal Spray Worker "A"
	88/2/1	Computer Controlled Peening Operator "A"

## OCCUPATIONS

	02/4/2	Machinist Grade "B"
	07/4/2	Sheet Metal Worker "B"
	10/4/2	Fitter "B"
	11/4/2	Bench Fitter "B"
	12/4/2	Welder "B"
	16/2/2	Polisher "A"
	20/4/2	Tester "B"
	25/4/2	Inspector "B"
	26/4/2	N.D.T. Inspector "B"
	30/4/2	Processor "A"
	32/4/2	Spray Painter "B"
	34/4/2	Heat Treater "B"
	36/4/2	Electronic Technician Grade "B"
	38/4/2	Electrical Accessory Specialist "B"
	50/4/2	Carpenter "B"
	54/4/2	Plumber-Steam Fitter "B"
	58/4/2	Millwright "B"
	60/4/2	Fabricated Steel worker "B"
	85/2/2	Progress Controller "A"
	86/4/2	Thermal Spray Worker "B"
	88/4/2	Computer Controlled Peening Operator "B"

**GROUP II JOBS**

	02/4/2	Machinist Class "B"
	07/4/2	Sheet Metal Worker "B"
	10/4/2	Fitter "B"
	11/4/2	Bench Fitter "B"
	12/4/2	Welder "B"
	16/2/2	Polisher "A"
	20/4/2	Tester "B"
	25/4/2	Inspector "B"
	26/4/2	N.D.T. Inspector "B"
	30/4/2	Processor "A"
	32/4/2	Spray Painter "B"
	34/4/2	Heat Treater "B"
	36/4/2	Electronic Technician Class "B"
	38/4/2	Electrical Accessory Specialist "B"
	50/4/2	Carpenter "B"
	54/4/2	Plumber-Steam Fitter "B"
	58/4/2	Millwright "B"
	60/4/2	Fabricated Steel worker "B"
	85/2/2	Progress Controller "A"
	86/4/2	Thermal Spray Worker "B"
	88/4/2	Computer Controlled Peening Operator "B"

**OCCUPATIONS**

	66/2/3A	Storeman "A"
	64/-/3A	Kitting Storeman

**OCCUPATIONS**

	16/4/3	Polisher "B"
	25/6/3	Inspector "C"
	26/6/3	N.D.T. Operator "C"
	30/4/3	Processor "B"
	32/6/3	Spray Painter "C"
	66/4/3	Storeman "B"
	85/4/3	Progress Controller "B"
	86/6/3	Thermal Spray worker "C"

**GROUP IIIA JOBS**

	66/2/3A	Storeman "A"
	64/-/3A	Kitting Storeman

**GROUP III JOBS**

	16/4/3	Polisher "B"
	25/6/3	Inspector "C"
	26/6/3	N.D.T. Operator "C"
	30/4/3	Processor "B"
	32/6/3	Spray Painter "C"
	66/4/3	Storeman "B"
	85/4/3	Progress Controller "B"
	86/6/3	Thermal Spray worker "C"

**GROUPE V**

	80/-/5	Labourer
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**GROUPE VI**

	82/-/6	Learner
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**GROUP V JOBS**

	80/-/5	Labourer
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**GROUP VI JOBS**

	82/-/6	Learner
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## **GLOSSARY**

### **Competent (Employee):**

An employee who has the authorisation to execute activities and stamp in line with the chart of competencies.

### **Competence:**

Group of activities for which employees have their knowledge and abilities recognized in order to obtain the authority to stamp for work accomplished.

### **Team:**

A team is constituted of employees from a department or a cell under the responsibility of a team manager. It should assure the delivery of product and services respecting a level of required quality and to ensure the committed schedule are adhered to and delivery dates are always met. The team will choose different representatives in roles necessary for the efficient operation of the team as production, supply chain, training, health and safety, quality, vacations, overtime and other. Team decisions will be made with respect and in the best interest of all the members and will be endorsed by the manager.

### **ERT Team:**

The Company and the Union recognize the need for a first responders team and understand that employees from every group (2468, 869 and non-unionized) may be part of this team. The Company accepts to allow opportunities to employees to be part of the first responders team.

### **Department / Section:**

Name and number given to a team in order to identify the value stream to which they are associated. (ex: BR Hot Section 621038)

### **Vacancy:**

Position which is posted and/or not filled following a posting or a position left temporary open because of the absence of an employee for any reason.

### **Transfer:**

is a displacement of employees following a posting or not, executed between different departments in order to meet organizational objectives.

### **Temporary replacement:**

Is a replacement for a fixed period, in order to fill a position left vacant as per Article 15.02.3.

### **Schedule adherence:**

Schedule adherence is defined as the execution of tasks and sequential operations executed in a specific period of time in order to respect the production schedule and meet the delivery dates that the Company has promised to its clients. The Company will collaborate with the employees so that they can achieve this objective.

### **Joint Committee:**

Is defined as a group of individual representing the Company and the Union sharing a common goal and working together in order to find solutions and applications on subjects of interest. The Company and Union representatives will have equal voting rights.

**NOTE :** Other definitions may be discussed and approved by the negotiation committee.