

**AGREEMENT**

between

**BOMBARDIER TRANSPORTATION CANADA INC  
THUNDER BAY PLANT**

and

**LOCAL 1075  
UNIFOR**

**UNIFOR  
CANADA**

**JUNE 1, 2020 - MAY 31, 2023**

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**THE UNIFOR SKILLED TRADES AGREEMENT FORMS  
PART OF THIS GENERAL AGREEMENT WITH UNIFOR,  
LOCAL 1075, NEGOTIATED FOR THE PERIOD  
JUNE 1, 2020 - MAY 31, 2023**

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**THIS AGREEMENT MADE AND ENTERED INTO BETWEEN**

**BOMBARDIER TRANSPORTATION CANADA INC.  
THUNDER BAY PLANT**

Thunder Bay South, Ontario  
and any other plants of the Company  
located in what is generally known as  
the Lakehead area.  
(hereinafter referred to as the "Company")

- AND -

**LOCAL 1075  
Unifor**

(hereinafter referred to as the "Union")

## **ARTICLE 1**

### **1.0 Purpose**

- 1.1 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and its employees, and to provide machinery for the prompt and equitable disposition of grievances and to establish wages and all other conditions of employment, for all employees who are subject to the provisions of this Agreement. Omission of specific mention in this Contract of rights or privileges established by Management will not be construed to deprive employees of such rights and privileges.

## **ARTICLE 2**

### **2.0 Scope and Recognition**

- 2.1 The Company recognizes that the Union is the sole and exclusive bargaining agency for all of its hourly rated employees save and except plant protection employees. Any operation presently being performed by hourly rated employees will not be changed to a salary employee function unless by mutual consent.
- 2.2 Supervisors and other employees not covered by this Agreement will not perform any work which is normally performed by employees in the Bargaining Unit, except in cases of emergency or for the purpose of instructing employees. An emergency is a condition over which the Company has no control and cannot be used to deprive any employee of any work time.

## **ARTICLE 3**

### **3.0 Lists of Company Officials**

- 3.1 The Company will supply the Union with a current list of Supervisors, Managers, the Company's nominees on the Safety Committee, Apprenticeship Committee, and any other persons with authority and will indicate such by appropriate job titles and will notify the Chairperson of the Bargaining Committee of any changes as they occur, or as reasonably requested by the Chairperson of the Bargaining Committee.

## **ARTICLE 4**

### **4.0 No Discrimination**

- 4.1 The Company agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or by any of its representatives, with respect to any employee because of membership in the Union.

- 4.2 It is mutually agreed that the Company and the Union will not discriminate against any employee in regard to training, upgrading, promotion, transfer, discharge, layoff, recall, or other working conditions, or because of race, creed, colour, sex, sexual orientation, national origin, political affiliation, marital status or handicap.
- 4.3 a) The Company and the Union are committed to providing a harassment free workplace. Harassment is defined as “a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome”, directed against an employee because of race, colour, sex, sexual orientation, national origin, political affiliation, marital status, handicap or any other grounds protected under the Ontario Human Rights Code.
- 4.3 b) The Company and the Union agree to make known to each other any complaint of harassment made by or involving a member of the Union.
- 4.3 c) The Company undertakes to promptly investigate all complaints of harassment and to take measures designed to stop any existing harassment and to prevent its re-occurrence.
- 4.3 d) The parties recognize that women may face situations of violence or abuse in their personal life that may affect their attendance or performance at work. When there is evidence from a recognized medical professional such as a doctor, and/or or lawyer that an employee is addressing such a situation, this circumstance will be taken into account if the employee is facing discipline for poor attendance or work performance. This statement of intent is subject to a standard of good faith on the part of the Company, the Union and affected employees and will not be utilized to subvert the application of otherwise appropriate disciplinary measures. This clause will apply to all victims of abuse, subject to the above provisions.
- 4.3 e) The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women’s shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize that the role of women’s advocate in the workplace. The Women’s Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Company agrees to provide access to a confidential phone line and voicemail. As well, the company will provide access to a private room so that confidentiality can be maintained when a female employee is meeting with the Woman’s Advocate.

The Women’s Advocate will participate in an initial 40 hour basic training program and an annual three (3) day update training program delivered by the Unifor National Women’s Department.

It is understood that Leave of Absence, Article 19.1 b) shall apply.

## **ARTICLE 5**

### **5.0 No Coercion**

- 5.1 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Company by any of its members or representatives, and there will be no Union activity, other than that which is necessary for the administration of this Agreement and no meetings on Company premises except with the permission of the Company.

## **ARTICLE 6**

### **6.0 Management Rights**

- 6.1 The Union recognizes the Management's authority to manage the affairs of the Company, to direct its working forces, including the right to hire, transfer, promote, demote, discipline, suspend and discharge for just cause any employee and to increase or decrease the working force of the Company, to reorganize, close, disband any department or section thereof from time to time as circumstances and necessity may require, provided that the Company shall not exercise these rights in a manner inconsistent with the terms of this Agreement.
- 6.2 An employee affected by the exercising of this authority who feels cause for dissatisfaction, may have the complaint dealt with in accordance with the "Grievance Procedure" as outlined in Article 11.

## **ARTICLE 7**

### **7.0 Bargaining Committee and Stewards**

- 7.1 The Company acknowledges the right of the Union to appoint or otherwise elect, from the local Union body, a Bargaining Committee composed of not more than seven (7) members and the Company will recognize and meet with the said Committee on any matter properly arising during the continuance of the Agreement, and the Company and the Bargaining Committee will co-operate in the administration of the Agreement. The President, or if absent, the Vice President of the Local, will be an ex-officio member of the Committee if not elected thereto.
- 7.2 The Company acknowledges the right of the Union to appoint or otherwise elect, from the Local Union body, one (1) Bargaining Committee Member for each of seven (7) Zones, one Committee Member to be from the Skilled Trades employees. In the event of a Zone being reduced to ten (10) employees or less, the Bargaining Committee Member involved shall take over the combined duties of Steward and Committee Member.

7.3 The Company acknowledges the right of the Union to appoint or otherwise elect from the Local Union body, Stewards for each zone on each shift. Steward representation will be as follows:

11 to 45	(inclusive) employees -	1 Steward
46 to 80	(inclusive) employees -	2 Stewards
81 to 115	(inclusive) employees -	3 Stewards
116 to 150	(inclusive) employees -	4 Stewards
etc.		

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

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

7.6 a) The Chairperson or Vice-Chairperson of the Bargaining Committee or any one (1) other designated official of the Union shall be on full time and shall be paid by the Company, and the rate of pay shall be no less than Skilled Trades Group Three T (3T). For any absence of both the President and the Chairperson of the Bargaining Committee providing that the Company is given notice of such absence, the Vice-Chairperson goes into the Union Office. However, where in the opinion of the Manager, the absence of the Vice-Chairperson would unreasonably disrupt the operation in which the Vice-Chairperson is involved, a mutually agreed upon alternate goes into the Union Office. In such an event, the Vice-Chairperson or the alternate will be paid by the Company at their regular hourly rate of pay.

b) In the event that the President or Vice-President is required to perform important duties of representing the local plant, the Company and the Union may mutually agree to the President or Vice-President to be on full time and to be paid by the Company, and the rate of pay shall be no less than Skilled Trades Group Three T (3T). Such agreements will be recorded in writing by means of a Memorandum of Agreement prior to President or Vice-President taking on the aforementioned responsibilities, indicating the end date for such assignment(s).

c) In the event that the membership of the Unifor in the plant exceeds seven hundred (700), the President or Vice-President will be added until such time as it again reduces to seven hundred (700) or less.

d) In addition to the above, the President of the Union, regardless of classification, will be paid at a rate not less than Skilled Trades Group Three T (3T).



- e) The Company will provide a soundproof office affording suitable privacy to the Union, equipped with desk, chairs, telephone, filing cabinets, computer, printer and a fax machine.

## **ARTICLE 8**

### **8.0 Permission to Leave Department**

- 8.1 Before leaving regular Company duties, a Steward, Apprenticeship Committee member must obtain the permission of his/her Supervisor or the Supervisor's deputy. Bargaining Committee Member will notify his/her Supervisor or the Supervisor's deputy. The Steward or Committee Member shall indicate the general nature of such business, and it is understood that the Supervisor's permission will not be unreasonably withheld. Any dispute arising from the above may be the subject matter of grievance procedure.
- 8.2 Before entering a work area other than his/her own, a Steward or Bargaining Committee Member must first contact the Supervisor of that work area, his/her deputy, stating the general nature of the Union's business.

## **ARTICLE 9**

### **9.0 List of Union Officials**

- 9.1 The Union agrees to supply the Company with the names of all Officers and Officials of the Local, and will keep such lists up-to-date at all times.

### **9.2 Union Elections**

It is agreed that Elections of Stewards, Bargaining Committee Members, members of the Union Executive and delegates to Union conventions may be conducted on Company premises during the following hours:

6:30 a.m. to 8:30 a.m.  
10:30 a.m. to 12:30 p.m.  
2:30 p.m. to 4:00 p.m.

It is understood that employees will not vote during their working hours.

Approval for polling booth locations and scheduling of elections must be obtained from Human Resources five (5) working days in advance.

## **ARTICLE 10**

### **10.0 Grievance Meetings**

- 10.1 The Bargaining Committee and the Head of Site Human Resources or their designate and the appropriate Company representative(s) shall meet the 2<sup>nd</sup> Thursday of each month (the date to be put into the calendar published at the end of the collective agreement) providing there is business for their joint consideration or at such other times as may be mutually agreed. Special meetings may be called by either party and thereupon the parties shall meet within forty-eight (48) hours. Necessity for meetings will be indicated by a letter or note from either party to the other party, containing an agenda of the subjects for discussion.
- 10.2 The Company agrees to draw up and issue action minutes of each meeting, and will supply the Union a copy of said action minutes, not later than five (5) days prior to the next agreed meeting date. In addition, the Company agrees to give specific answers in writing to questions brought up by the Union, within five (5) working days.

## **ARTICLE 11**

### **11.0 Grievance Procedure**

- 11.1 a) All grievances arising between employees and the Company shall be dealt with speedily and effectively in accordance with the following procedure.
- b) The Company will be under no obligation to consider or process any grievance which has not been filed within fifteen (15) working days after the cause of the Grievance became known to the employee.
- c) Provision (b) shall not deprive an employee of the right to grieve that job duties being performed as a continuing condition are of a higher classification than the classification in which he/she is placed, but adjustment arising from such Grievance shall not be made retroactive beyond the date of the Grievance.
- d) Any monetary redress arising out of a Grievance will be paid by the Company within three (3) weeks of settlement of the Grievance, or arbitration.

### **Step 1**

- 11.2 Before a grievance is submitted in writing, a discussion with a view to resolving the complaint will be held between the Supervisor, the Union Steward and the employee involved. Any employee having a grievance shall submit the same to the Steward, who shall present the same, in writing, to the Supervisor, the aggrieved shall sign the grievance form except in cases of discharge. The Supervisor shall bring a copy of the grievance to Human Resources and discuss the grievance. The Supervisor will deliver the answer, in writing, to the Steward not later than the second working day next following the day upon which the grievance was received. No officials of the Company will discuss in any manner the written grievance of an employee with such employee, unless the employee is accompanied by an official of the Union.

## **Step 2**

- 11.3 If the decision of the Supervisor is not satisfactory to the employee concerned and/or the Union, it may be appealed by lodging an appeal to the Appropriate Manager or the appropriate manager's delegate through the Bargaining Committee Member within two (2) full working days following the decision of the Supervisor.

The Manager or his/her delegate shall bring a copy of the grievance to Human Resources and discuss the grievance then deal with the appeal through the Committee Member and render a decision in writing to the Committee Member not later than the third (3rd) working day following the day upon which the appeal was received. The Committee Member shall have the right to consult with and have the Shop Steward present at any discussion with Management; the Director of Manufacturing or his/her delegate may have the Supervisor directly concerned with the case, present at such discussion.

## **Step 3**

- 11.4 If the decision of the Manager or his/her delegate is not satisfactory to the employee concerned and/or the Union, the decision shall be appealed within five (5) working days and the grievance shall be placed upon the agenda for consideration at the next conference between the Head of Site Human Resources or the Head's delegate and the appropriate Company representative(s) and the Bargaining Committee.

The Head of Site Human Resources or the Head's delegate shall give its written decision on the grievance within four (4) full working days following the meeting.

- 11.5 Any deviation from Steps 1, 2 or 3 shall be by mutual agreement in writing. In the event the Company fails to meet any prescribed time limit under this Article, the grievance will be presented at the next step in the grievance procedure within the prescribed time limits.

## **ARTICLE 12**

### **12.0 Arbitration**

- 12.1 If the decision at Step 3 is not satisfactory to the Union, written notice of appeal may be served on the Head of Site Human Resources, or their delegate, within ten (10) regular working days of the delivery of the decision, appealing there from to an impartial Arbitrator as herein provided.

- 12.2 Grievances will normally proceed to arbitration in the order in which they have been slated for arbitration. Grievances to be heard by the Arbitrator will be confirmed by the parties fourteen (14) working days prior to the hearing.

- 12.3 It is agreed that disputes which are carried to the arbitration stage shall be heard before a single Arbitrator. The Company and the Union agree that the under-mentioned persons shall be called to arbitrate on a rotation basis and in order of their listing:
- (1) Daniel Randazzo
  - (2) Dan Harris
  - (3) Eli Gedalof
  - (4) Paula Knopf
  - (5) Jasbir Parmar
  - (6) Louisa M. Davie
- 12.4 It is agreed that the Arbitrator whose turn is indicated in the listing, will be assigned the next arbitration providing the Arbitrator can act within six (6) months. In extenuating circumstances, the Company and the Union may mutually agree to deviate from this section.
- The Union can opt for expedited arbitration if they feel the 6 (six) month timeline would cause financial hardship on the member involved in cases of termination.
- 12.5 No matter may be submitted to arbitration which has not been considered at the next conference between Management and the Bargaining Committee following Step 3 of the grievance procedure.
- 12.6 In the event that one of the above Arbitrators ceases to act as a member of the list, the Company and the Union will secure a replacement.
- 12.7 The Arbitrator will not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement. The Arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the Arbitrator, is just and equitable.
- 12.8 The decision of the Arbitrator shall be final and binding on both parties and the expense shall be born in equal shares by the Company and the Union.
- 12.9 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the plant to view the disputed operations or to confer with the necessary witnesses.
- 12.10 A grievor appearing during working hours before an Arbitrator on the hearing of an appeal on a grievance shall be paid by the Company at his/her regular hourly rate for such time spent. The Bargaining Committee Chairperson, or the Vice-Chairperson, or one (1) Bargaining Committee Member will also be paid.

It is understood that the Company will not be required to pay a discharged grievor for the working hours of the arbitration appeal, if grievance does not succeed.

Union witnesses who appear during working hours before an Arbitrator shall be paid by the Company at their regular hourly rate for such time spent.

### **ARTICLE 13**

#### **13.0 Policy Grievance**

13.1 An allegation by either party that the Agreement has been misinterpreted or violated may be lodged, in writing, as a Policy Grievance. Union policy grievances must be signed by the Bargaining Committee Chairperson and the President; Company Policy Grievances must be signed by the Head of Site Human Resources. The Union shall submit such Grievance to the Head of Site Human Resources, or their designate, and the Company shall submit a Grievance to the Bargaining Committee Chairperson. The Grievance shall be answered within four (4) working days, and failing satisfactory settlement, may then be appealed to an Arbitrator, by either party, selected as herein provided.

### **ARTICLE 14**

#### **14.0 Discharge and Discipline Cases**

14.1 When an employee with seniority is being dismissed, the Bargaining Unit Chair will be notified prior to the Dismissal Notice, and a meeting shall be arranged immediately with the Head of Site Human Resources, or their designate; at which meeting the dismissed employee, two (2) Union Representatives, the Manager concerned, or his/her designate, and the Head of Site Human Resources, or the designate, shall be present.

14.2 A claim by an employee of unjust discharge shall be treated as a grievance, provided a written statement of such grievance is lodged through the Head of Site Human Resources, or the Head's designate, within five (5) working days of the discharge. If a satisfactory settlement is not arranged through the Head of Site Human Resources, or the Head's designate, the grievance shall be discussed between Management and the Bargaining Committee, and if no settlement is made following this conference, the grievance may then be submitted to arbitration as provided for in Article 12.

14.3 Notices of Discipline against an employee shall be cancelled after an elapsed period of one (1) calendar year from the most recent notice. Such Notices of Discipline will be removed from the employee's Company records and shall not be used against that employee in any future disciplinary action. A Steward or Bargaining Committee member will be present when a notice of discipline is issued or an employee called for a disciplinary meeting which may result in the employee being disciplined.

## ARTICLE 15

### 15.0 Seniority

- 15.1 a) An employee will be considered on probation and will not be placed on a seniority list until after working a total of sixty (60) working days for the Company. The company reserves the right to extend the probationary period to seventy (70) Days, in which case the employee and Bargaining Chair must be notified 10 (ten) days prior. Performance evaluations must be made available upon Union's request to Head of Site Human Resources, or their designate. The discharge, termination or layoff of a probationary employee shall be in the sole discretion of the Company, subject to the requirement that the decision is made in good faith. In the absence of objective evidence that the decision was not made in good faith, such discharge, termination or layoff of a probationary employee is not subject to the grievance and arbitration provisions of this Agreement and cannot be grieved.

Human Resources will advise the Union Chairperson of the reason for the dismissal in writing prior to the dismissal.

The sixty (60) working days referred to above shall not necessarily be sixty (60) continuous working days. However, if a person is laid off prior to the completion of the probationary period, and the layoff period is in excess of the time worked for the Company then that employee, when rehired, shall not get credit for the time already put in.

Employees who must undertake formal training programs will be hired as trainees at the starting pay rate. It is understood that no bargaining unit work will be done during the training period. Probation will begin following the training period; employees who successfully complete their probation will have seniority from their date of hire as a trainee.

- b) An employee who is rehired, without seniority rights, after previously having served a probationary period, will again have to serve the sixty (60) working days probationary period, but will be entitled to receive all benefits as spelled out in Article 42, Article 46 and Article 47 from date of rehire, providing such employee is rehired within 36 months of having lost seniority, or (1/2) half of the employee's seniority, whichever is the greater. This clause shall only apply to employees who are rehired after having lost their seniority through extended layoff.
- 15.2 a) Seniority lists of employees shall be maintained by the Company on a plant-wide basis, and each list shall show the individual seniority date and classification of each employee. The Company acknowledges that the employee's complaints with respect to seniority dates shown on these lists, which are not satisfactorily adjusted after being brought to the attention of the Company, may be treated as grievances. The names of laid off employees with seniority will be added to the bottom of such lists.
- b) A separate Skilled Trades Seniority List will be prepared at the same time as the above mentioned plant-wide lists.

- c) Seniority lists shall be revised not less than once every four months, and copies supplied to the Union, as requested. Each employee will be notified of his/her seniority date when it is established and of any change incurred.
  - d) A list of all classifications with names and seniority of all employees who have worked or are working in these classifications shall be maintained by the Company and supplied to the Union not less than once per year.
- 15.3 a) Any employee in Local 1075 appointed or transferred to a position under another local Union's jurisdiction in the plant shall lose seniority rights within Local 1075 after twelve (12) months and shall not accumulate seniority for time spent out of Local 1075. Time so spent out of Local 1075 will be on a cumulative basis.
- b) All employees promoted to positions in Management shall lose seniority rights in the Bargaining Unit after months twelve (12) months. Seniority shall not accumulate for time spent out of the Bargaining Unit. Time spent out of the Bargaining Unit shall be on a cumulative basis.
- 15.4 The Company will supply the Chairperson of the Bargaining Committee every two weeks with lists of transfers. Lists of additions to and removals from the Company payroll shall be supplied daily to the Chairperson and the Union Office.
- 15.5 The Company and the Union agree with the principle that those with the greatest seniority shall be given preference in promotion and that those with the least seniority shall be the first to be demoted or transferred, providing in either case that the employee or employees involved possess the ability and the desire to do the work required.
- 15.6 A Skilled Trades employee who bids out of the Skilled Trades into a temporary or permanent Production job shall forfeit any recall right to a Skilled Trades classification. If such employee, at some time in the future, bids back into the Skilled Trades, he/she shall have a new date of entry seniority in Skilled Trades.

## **ARTICLE 16**

### **16.0 Seniority Rights, Termination Of**

- 16.1 Seniority rights of an employee shall be cancelled and the employee deemed terminated for any one of the following reasons:
- a) If the employee resigns.
  - b) If an employee is discharged and such discharge be not reversed through the grievance procedure.
  - c) If the employee is absent from work for more than three (3) consecutive working days without securing a leave-of-absence, or without producing

evidence to the effect that the absence was justified or, if the employee overstays a leave-of-absence without permission or fails to give a valid reason for doing so.

It is understood that any absence from work must be reported to the Company prior to or at the start of the employee's shift, along with a justifiable reason for the absence.

- d) If an employee is awaiting a medical appointment to justify their absence, they must notify Head of Site Human Resources, or their designate, and the union on or before the fourth day of absence for next steps and the requirements to be met for extended absence. Failure to satisfy the requirements may lead to loss of seniority and termination.
- e) Failure to return to work within seven (7) working days after issuance of the Company's notice of recall by registered mail, to the last address shown on the Company records after a layoff. This clause shall not apply if the employee furnishes satisfactory reasons for such failure. The date of issue shall be the date that the recall notice is registered to be sent.
- f) Employees laid off will have the following recall rights:

Sixty (60) working days to twelve (12) months seniority – one (1) year recall rights

One (1) year to six (6) years seniority – three (3) years recall rights

Six (6) years and over – one-half seniority

## **ARTICLE 17**

### **17.0 Layoff and Recall**

- 17.1 a) When there is a reduction in the plant work force, both parties agree that employees shall be laid off or transferred to another classification in the reverse order of their seniority in accordance with the procedure set out below. Employees shall be recalled to work in order of their seniority on the basis of all classifications credited to them at the time of layoff.
- b) The Bargaining Committee and the Company may mutually agree in writing to any deviation from the layoff and recall procedure.

### **Layoff Procedure**

- 17.2 a) In the event of a reduction in the plant work force, all probationary employees in the job classification affected in the plant, shall be laid off before any employee with seniority is laid off.



- b) Employees on temporary job postings shall be removed before any employee on a permanent job. All temporary postings will be cancelled before any layoff in that classification.
- 17.3 a) The Company will apply the required notice of layoff and pay as provided in accordance with the Employment Standards Act. The Union shall receive such required notice, prior to its release. A list of employees declared surplus will be made available to the Union at least one (1) working day prior to the notice required under the Employment Standards Act. A final list of employees to be laid off will be made available to the Union and employees three (3) working days prior to the layoff becoming effective. Layoffs will take place on Fridays. In order to accommodate this, employees may be assigned alternate work, during the week prior to layoff.
- b) Employees to be laid off will be notified by their respective Supervisor or by Human Resources in writing three (3) full working days prior to being laid off from the Plant. Employees who are not given full notice will be paid up to three (3) days in lieu of notice. Employees on sick leave will be notified of their layoff by registered mail.
  - c) A layoff notice is not required for probationary employees with thirty (30) working days service or less.
  - d) When there is a shortage of work in a classification, the junior employee in the plant in that classification may be transferred to another classification which he/she holds, where work is available.
- 17.4 a) When a layoff is declared, employees laid off or displaced shall have the right to exercise their seniority in related classifications in accordance with Appendix "D" or in any classifications they have credited to them in the following order:
- 1) Classifications related to their Original Classification, except Finisher, starting with the highest labour group. "Original Classification" shall mean the last classification obtained through a job bid or assignment, as provided for in Article 20.
  - 2) All remaining classifications credited or related to current, starting with the highest labour group.
  - 3) Finisher
- Any employee, who has a bump into two (2) classifications within the same labour group, will displace the one then occupied by the employee holding the least seniority.
- b) Employees who have signed off a classification as provided in Article 38 may not bump to it, even if it is related to a classification which they currently hold.
  - c) Employees to be laid off who are eligible to displace other employees must indicate their decision in writing prior to the end of the shift following notification in writing.

Those employees being displaced and eligible to displace other employees must give their notification in writing within one (1) hour.

- d) Employees laid off without being offered a bump into Finisher, will be required to indicate in writing whether they wish to be recalled to this classification.
- e) Employees who chose to exercise their seniority in case of layoff will have five (5) working days to satisfactorily perform the duties of related jobs.
- f) Refusal to exercise bumping rights will result in layoff. Employees will be recalled to credited classifications higher than the one refused. All lower classifications including the one refused will be removed from the employee's file until he/she is recalled.
- g) An employee while retained on the seniority list during layoff shall accumulate seniority during such period of layoff.

### **Temporary Layoff**

- 17.5 a) In the event that a temporary layoff is to take place, the Union will be given a list of affected employees to be laid off at least seventy two (72) hours prior to the layoff becoming effective. Employees to be laid off will be notified not later than the middle of the shift on the date of layoff.
- b) In the event of a temporary layoff not exceeding five ( 10) working days duration, seniority provisions of this Article shall not apply, provided that no employee will be laid off out of seniority more than twice in one (1) calendar year and will not be laid off in a subsequent calendar year until at least four (4) months have passed from the end date of the prior temporary layoff. Temporary layoffs only will be exercised and confined to the product line department concerned when the cause is due to production disruption. The following must be applied:
  - 1. Consult with the union with the end result to avoid a layoff.
  - 2. No overtime on the product line affected, unless mutually agreed by the Company and the Union Chair.
  - 3. Employees with twenty five (25) years or more seniority will not be affected unless they volunteer.
  - 4. Affected employees will be given the following options:
    - a. Voluntarily take authorized leave without pay.
    - b. Voluntarily use accrued vacation.
    - c. Employees provided pay during layoff will have the repayment option:
      - i. Repay with overtime hours.
      - ii. Deduct one day's pay per pay period.

### **Super Seniority**

- 17.6 a) Executive Officers, Bargaining Committee members and Stewards will be retained in the employ of the Company during their respective terms of office notwithstanding their seniority, so long as work is available which they are capable and willing to perform. In the application of the above, Stewards and Bargaining Committee

members will be retained in their respective Zones, but may be reclassified in keeping with their plant seniority rights and the work available which they are capable and willing to perform. Zone Representatives and Stewards will be retained in their own classification, provided there are junior employees working in the classification in the plant, and the classification is required in the zone. The Chief Steward will be the last steward to be laid off in his/her zone. It is understood that Stewards and Committeepersons working as a Vehicle Driver will be based in their respective zones, but may go outside their zones for the purpose of making deliveries to and from their area. Bargaining Committeepersons and Stewards will be retained in their Trade.

Executive Officers, when capable and willing to perform the work, shall replace the junior employees in the plant. Stewards and Committeepersons, when capable and willing to perform the work, shall replace the junior employee in their Zone. These replacements shall take place on the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Monday of each month and shall become effective following proper layoff notice time being given. Preference will be exercised in the following order.

- 1) Executive Officers of the Union (five in number)
    - a) President
    - b) Vice President
    - c) Financial Secretary
    - d) Recording Secretary
    - e) Chairperson of Trustees
  - 2) Executive Officers of the Union (balance of four in number in the event that the membership of the Union in the plant exceeds 200)
  - 3) Bargaining Committee members
  - 4) Stewards
  - 5) Executive Officers, Bargaining Committee members, Safety Committee members, and Chief Steward will be retained on the day shift
- b) A Union Protect who moves into a classification which he/she does not hold will not be credited with that classification.

### **Recall Procedure**

- 17.7 a) When there is an increase in the working force, laid off employees shall be recalled to work in the order of seniority in the classifications which they hold. All members of the bargaining unit are deemed to hold the classification of Finisher.
- b) Before any new employees are hired, the employees still laid off or transferred to lower paid occupations or classifications other than their original shall be first offered employment in the order of their seniority at work which is available and which the employees are able to perform.

- c) When there is an increase in the workforce all employees must return to their original classification held at time of original layoff, when an opening occurs, as seniority dictates or will be deemed to have quit their employ.
- d) Employees will be recalled to related classifications. Transfer to related classifications applies in case of layoff, and in cases of recall.
- e) Upon return to work, after being recalled to a credited classification, all classifications lost after a refusal on layoff will be reinstated on an employee's file.
- f) Employees on layoff are entitled to apply for any job vacancies arising out of job postings.

### **Temporary Recall**

- 17.8 a) An employee who has secured other employment while on layoff may decline a recall that is expected to last less than four (4) weeks. The employee may be required to furnish proof of such employment and has one (1) working day to decline the work following contact by the Company.
- b) In the event that an employee declines such a temporary recall, the work assignment shall be offered to the next employee eligible for the position in the order of seniority.
- c) Prior to the beginning of the assignment, the Union shall be notified in writing that there has been a refusal of a temporary recall.
- d) An employee accepting a temporary recall will be laid off without further notice on the last day of the assignment.
- e) If an employee refuses a temporary recall, his date of layoff for the purpose of recall rights under Article 16.1(e) will remain unchanged.
- f) The Company and the Union may agree to extend a temporary recall by up to two (2) weeks in the event that an assignment cannot be completed within the scheduled time.
- g) The Company will notify the Bargaining Chair of the duration of all temporary recalls.

## **ARTICLE 18**

### **ARTICLE 18.0 Transfer**

#### **18.1 Temporary Re-Assignment**

The Company may temporarily re-assign employees to other work such as may be necessary, when no employee in the classification is available, subject to the following:

- a) The Steward or Committee Person for the zones affected will be advised in writing of the work conditions and names of the employees involved prior to the commencement of the re-assignment. The Company will specify the reasons for the transfer, as well as its duration.
- b) The temporary period shall in no case exceed twenty (20) working days unless an increase of this period is arranged by mutual consent of the Union, Company and employee. There will be no temporary transfer to a classification in which there are laid off employees, with the exception of Finisher as long as the transferred employee holds more seniority than the laid off finisher. No employee will be transferred for more than twenty (20) cumulative days within one year of his/her temporary assignment.
- c) The Company agrees that it will not use temporary re-assignment to circumvent the job posting or recall procedure. It is understood that the word "temporary" as used above shall be deemed to mean twenty (20) working days or less.
- d) No employee will be laid off while an employee is temporarily assigned to his/her job classification.
- e) Except as provided in 18.1 (b), temporary vacancies in excess of twenty (20) working days will be filled through the job bid procedure. Such posting will stipulate a temporary vacancy. The job will be posted in accordance with Article 20 of the Collective Agreement and will not exceed thirty (30) working days in duration, except in cases of prolonged illness, unless a longer period is arranged by mutual consent of the Company and the Chairperson.
- f) Such employees as may be assigned to the temporary work shall receive the pay of their regular job classification or the top rate of the job classification in which the temporary work occurs whichever is higher.
- g) No disciplinary action will be taken against any employee who is assigned work of a temporary nature in another job classification by reason of his/her failing because of lack of job knowledge to satisfactorily do the work required of him/her in that classification.
- h) If there is a more junior employee in his/her classification, a senior employee shall not be re-assigned to a lower paying classification without his/her consent.
- i) Where an employee is re-assigned, she/he will be offered overtime in his/her original work station whenever a sufficient number in the workstation willing to work the overtime is not found. If the full crew from his/her original workstation has been asked to work, the employee temporarily re-assigned shall also be offered the overtime.
- j) All employees, who work temporarily in a classification through the job bid procedure, will not be credited with the classification. No person will be hired into a temporary position from outside the Company.

## ARTICLE 19

### 19.0 Leave of Absence

- 19.1 a) The Company may grant Leave of Absence without pay to any employee requesting same for good and sufficient reason and shall reinstate such employee at the end of the agreed period of leave or sooner with accumulated seniority, providing a position is available which the employee is entitled to by qualification and seniority standing. All leaves over one (1) day's duration will be applied for in writing to the Human Resources Department for approval. Leaves will be confirmed in writing to the employee and a copy to the Union. Proven illness or accident will be considered as good and sufficient reason. Court convictions of up to sixty (60) days duration will be covered by Leave of Absence. The Company and the Union mutually agree to extend the sixty (60) day period in extenuating circumstances.

Employees shall be entitled to take a total of ten (10) days of unpaid emergency leave each year, on the terms set forth in the Employment Standards Act (2000). The leave may be taken for personal medical reasons, or because of an illness or other urgent matter relating to a family matter as defined in the Act.

Employees shall be entitled to Family Medical Leave of up to the maximum as set forth in the 2020 version of Employment Standards Act

- b) The Company will grant Leaves of Absence without pay to delegates for Union business such as, Education Seminars, Conventions, Delegations and to become members of the National Staff, and they shall accumulate seniority during their absence for the duration of this Agreement. It is agreed that these events shall be affiliated with either the National Union, the C.L.C. or the O.F.L. and that a maximum of eight (8) members will be requested at any one time.

The pay for such Leave of Absence will be advanced by the Company on a bi-weekly basis as part of the employee's regular pay cheque. The Company will bill the local Union monthly for any pay so advanced including cost of living and shift premium where applicable, for the wages paid as a result of the Union leave, and the Union agrees to promptly reimburse the Company.

The pay continuation procedure shall not apply where the employee is on leave of absence to become a member of the National Unifor staff.

- c) Upon seven (7) days written notice from the Union, the Company will grant a Leave of Absence, without pay, for Local Union Officials to do "Local 1075" Union business, providing that such leave will not exceed five (5) days in any calendar month for such employees. It is agreed that Union delegates will be limited to a maximum of eight (8) for any one instance. It is further agreed that the Local Union President and Financial Secretary will not be limited by the five (5) day provision. In emergency circumstances, two (2) days written notice shall be required.

- d) The President will be granted such Leave of Absence as is necessary to conduct Local Union business, with pay. Time spent on the above Leave of Absence will be limited to four (4) hours per occasion. It is understood that when the President is away for more than four (4) hours, time spent beyond the four (4) hours in any consecutive period of absence will be the responsibility of the Union.
- e) The Company will grant leave of absence without pay to an employee elected to the Federal House of Commons, Ontario Legislature, Thunder Bay Mayoralty position or City Council. An employee shall accumulate seniority during such leave of absence, but will not be entitled either to benefits or to vacation/pension credits.
- f) The Company agrees to pay into a special fund two cents per hour per employee for all compensated hours for the purpose of providing such education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the Company to the Unifor Family Education Centre, PEL Training Fund, R. R. #1, Port Elgin, Ontario NOH 2C5.

Upon seven (7) days written notice, the Company further agrees that members of the Bargaining Unit selected by the Union to attend such courses, will be granted a Leave of Absence without pay, for twenty-one (21) days of class time, plus travel time, where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on paid leave of absence will continue to accrue seniority and benefits during such leave.

- g) Leaves of fifteen (15) days or more will be discussed with the Union prior to Company decision.
- h) On written request from an employee with at least five (5) years of service with the Company, the Company shall grant a leave of absence for up to one (1) year for educational purposes. Such leave shall be limited to a maximum of three (3) employees and be limited to one (1) leave in each five (5) year period. Seniority shall accumulate during the approved leave, but the employee will not be entitled to benefits.
- i) The Company confirmed to the Union that applications for leaves of absence by employees to participate in International or Canadian relief programs/agencies will be covered under the union leave of absence provisions.

## **19.2 Maternity, Adoption and Parental Leave**

- a) Employees with seniority will be granted up to seventeen (17) weeks maternity leave in accordance with the terms of the Employment Standards Act.
- b) Employees with seniority who have taken pregnancy leave will be granted up to thirty-five (35) additional weeks of parental leave. Employees with seniority who have not taken pregnancy leave will be granted up to thirty-seven (37) weeks of parental leave. Procedure will be in accordance with the terms of the Employment Standards Act.

Time on maternity leave and parental leave taken by the same employee must be continuous.

Employees must apply in writing for maternity, adoption or parental leave at least two (2) weeks prior to leaving, except in case of emergency; and must give two (2) weeks notice prior to return to work.

- c) Benefit coverage as well as vacation, pension credits and accrual of seniority, shall be maintained while employees are on maternity, adoption or parental leave.
- d) In the event of disability caused by or resulting from pregnancy related complications or from miscarriage, the employee will be entitled, in addition to Employment Insurance benefits, a Company paid supplemental benefit equal to the difference between the amount of Weekly Indemnity and Employment Insurance benefits.

If any employee is not eligible to receive the Employment Insurance benefit, the employee can claim benefits under the Weekly Indemnity Program under this provision.

- e) Employees returning from maternity, adoption or parental leave will be returned to their former job. If the former job does not exist, the employee may exercise her/his rights under the layoff/bumping provisions of the Collective Agreement.

**f) Military Leave**

It is understood that reservists must undertake formal training to stay in good standing with their service requirements. Leave for such training will not be unreasonably withheld providing adequate coverage is available and advance notice is given to find such coverage.

Reservists called to active duty/service will be granted such time off with the required time for preparation of leave and the debriefing period. Notice will be provided as soon as the employee has been provided with proof of service request.

Vacation, and accrual of seniority shall be maintained while on military leave. Extended health and dental coverage will be maintained for one hundred and eighty (180) days following the commencement of the leave.

- 19.3 A recalled employee with more than one (1) year's seniority if already enrolled in an educational program not exceeding one (1) calendar year in duration, shall be granted a leave of absence with seniority accumulation but without entitlement to benefits or vacation or pension credits. During the seven (7) days following notice of recall, such employees will provide the Company with documentation confirming their enrollment in such educational program including the date when the program ends, and will make themselves available for work within seven (7) working days following this date.

**ARTICLE 20**



## **20.0 Posting of Jobs**

- 20.1 Whenever promotions, new jobs or vacancies occur in the Bargaining Unit, notices of such promotions, new jobs or vacancies shall be posted at the Main Gate and at five (5) job posting boards within the Plant, for a period of three (3) regular working days. Copies will be provided to the Union for display at the Union's downtown office. Any employee with seniority wishing to apply shall do so on forms to be supplied by the Company and available from the Bargaining Committee.
- 20.2 Applications shall bear the signature of a Bargaining Committee Member, or Steward and the Supervisor of the applicant's department and such signatures shall not be refused.
- 20.3 It is agreed that for the life of the agreement, decisions to fill such promotions, new job, or vacancy shall be made in the following order.
- a) In favour of the applicant who has not bid successfully in the last twelve (12) months and who has the greatest seniority and is qualified and willing to perform the work required. The twelve (12) month restriction does not apply to an employee who is laid off or transferred to lower paid work or bidding on an apprenticeship.
  - b) If no applicant is qualified under (a) above, then in favour of the applicant who has successfully bid within the last twelve months, and who has the greatest seniority or has attained seniority and is qualified and willing to perform the work required. However, such applicant shall only be awarded the job by mutual consent of the Company and the Union, unless the bid is for a higher classification.
  - c) In the event that no applicant is eligible under the above, any qualified employee with or without seniority, may be assigned to the job. Any employee so assigned will not be re-assigned until an elapsed period of twelve (12) months, unless otherwise mutually agreed by the Company and the Union. The assignment or re-assignment will be deemed to be the same as a Job Bid and the employee must agree to the assignment.
- 20.4 a) The job posting will state the closing date of the bid as well as the effective date of the job. Any increase in an employee's wage rate will also be implemented on the effective date. The name of the successful applicant will be posted on the boards within fifteen (15) working days after the closing date of the posting. A successful applicant who declines a job after the result is posted, shall not be accepted on another job posting for three (3) months.
- A successful bidder may return to his/her old position if he/she so requests within five (5) working days of beginning work in the new classification.
- b) Should the job posted not be filled within thirty (30) working days after the expiry date of the posting, the job will be reposted or cancelled. However, the previous applications will remain on record and considered along with additional applications, in case the job is reposted within the next three (3) months. Other applications will

only be considered in the event the job is not filled from within the Bargaining Unit. When a job posting is cancelled, notification in writing will be sent to the Bargaining Committee Chairperson within five (5) working days, stating the reason for cancellation. Any new classification will be entered in the employee's record immediately when he/she begins work in it and removed only if she/he fails to perform satisfactorily into the classification. It is noted that the employee may bid on posted jobs until he/she starts in the new classification.

- c) An employee selected to enter one of the Apprenticeship Training Programs shall enter the training program within two (2) weeks of the effective date of the Job Posting.
- d) An employee who has bid on more than one job posting within a three (3) working day period will have the choice of which one to be awarded if qualified.
- e) The successful applicant will be moved into the new classification no later than 2 weeks of the effective date.

20.5 All employees who work temporarily in a classification through the job bid procedure will not be credited with the classification.

No person will be hired into a temporary position from outside the Company. Except as provided in 18.1 (b), temporary vacancies in excess of twenty (20) working days will be filled through the job bid procedure. Such posting will stipulate a temporary vacancy. The job will be posted in accordance with Article 20 of the Collective Agreement and will not exceed thirty (30) working days in duration, except in cases of prolonged illness, unless a longer period is arranged by mutual consent of the Company and the Chairperson.

## **ARTICLE 21**

### **21.0 Bulletin Boards**

- 21.1 a) The Company will provide five (5) bulletin boards in mutually satisfactory locations throughout the Plant for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper Officer of the Union. Except for local union administrative notices, such postings will be submitted to the Head of Site Human Resources or the Head's authorized representative, for approval before being posted.
- b) In addition, the Company will provide a separate encased bulletin board, in plain view in the cafeteria, for Union use only. It is understood that the same provisions will apply as in (a) above.

## ARTICLE 22

### 22.0 Union Security

- 22.1 a) All present employees covered by this Agreement shall become members of the Union and shall continue as such for the duration of the Agreement as a condition of employment.
- b) All new employees covered by this Agreement shall become and remain members of the Union upon hiring and shall continue as such for the duration of this Agreement as a condition of employment.
- c) The Company will not be required as a Union Shop condition to discharge any employee for reasons other than the non-payment of Union Initiation Fees, or Dues, uniformly required of all members.
- d) All new employees will be introduced to their Shop Steward by the Supervisor upon reporting to work. Employees transferred will also be introduced to the Shop Steward by the Supervisor of the department to which they are transferred.
- 22.2 During the life of this Agreement, the Company will deduct from the earnings of Union members, Initiation Fees and Dues laid down by the Constitution and By-Laws of the Union. The amount of such deductions shall be determined by a letter from the Financial Secretary of the Union to the Company. Local and national dues to be deducted on the first pay of the month and national dues to be deducted on the second pay of the month. No deductions for dues on the third pay for months with three pays. The Company shall remit by cheque to the Financial Secretary of the Local Union the total of the deduction made on or before ten (10) days after the end of the pay period. Employees will be required to sign the necessary deduction slips, and deductions shall be made for the life of this Agreement. In January of each year, deductions of Skilled Trades Council dues of one-half (1/2) hour per year shall be made from Skilled Trades employees and remitted to the Financial Secretary of Local 1075.

It is hereby agreed by the Company and Union that:

- a) The Company shall indicate on each employee's T-4 slip, the amount of monies collected from that employee for union dues during the year.

## ARTICLE 23

### 23.0 Regular Work Week

- 23.1 The regular work week shall be five (5) days of eight (8) hours each, Monday to Friday inclusive.

## ARTICLE 24

**24.0 Daily Hours of Work**

24.1 Daily hours of work shall be 7:00 a.m. to 3:30 p.m. less one-half hour for lunch (unpaid) for the day shift.

In the case of the afternoon shift, the hours of work shall be 3:30 p.m. to 12:00 p.m. with a thirty (30) minute unpaid lunch break.

In the case of a midnight shift, the hours shall be 10:30 p.m. to 7:00 a.m. with a thirty (30) minute unpaid lunch break.

In the case of three shift operations, there shall be a twenty minute lunch period paid for at regular rates. The hours of such shifts shall be 7:00 a.m. to 3:00 p.m.; 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m.

24.2 In a special situation of short duration, changes of shift will only be allowed for safety and production reasons. The Union will be informed prior to these changes taking place.

The Employer, after consultation with the Union, may implement an alternate work schedule for the Paint Department, Electrical Test Technician, Mechanical Test Technician, Crane Operator and Vehicle Driver, Material Expediter Rail Car Shipper only. All conditions in the previous seven day memorandum dated March 22, 2012 will apply.

24.3 A fifteen (15) minute rest break will be provided in each full half shift which will include travel time from the employee's work station to the cafeteria and return.

24.4 Where shift rotation is required, such shifts shall be rotated equitably on a weekly basis and no employee will be required to work more than one (1) week on the same off shift. No employee will be sent home with instructions to report on a later shift, without his/her consent, provided there remains a junior employee who is capable of performing the work.

Unless with the consent of an employee, when a change of shift rotation is required, an employee will be given two (2) working days notice.

Where a fixed shift other than day shift is utilized, a senior employee holding the classification shall have the right to volunteer and shall receive preference over a junior employee.

If no employee volunteers for the fixed shift, the junior employee will be assigned the shift.

**ARTICLE 25**

**25.0 Late Starting**

- 25.1 Late starting up to three minutes shall not be taken into account when calculating pay. Employees more than three (3) minutes late shall lose fifteen (15) minutes; employees more than eighteen (18) minutes late shall lose one-half hour (1/2) and so on for each fifteen (15) minute period. No employee reporting late for work will be required to start work until the end of the penalty period.
- 25.2 Unless a supervisor can verify that an employee has begun work on time, any employee neglecting to punch in or out will be penalized one-quarter hour for the first omission in any pay period. Any subsequent omissions in the same pay period will be penalized one-half hour for each omission. This provision shall not apply when the employee's clock card is not in the rack, provided the employee reports the missing card immediately to the Supervisor.

## **ARTICLE 26**

### **26.0 Wash Up Period**

- 26.1 A period of five (5) minutes before the end of each full work shift will be maintained for the purpose of putting away tools, cleaning up, washing up, and otherwise preparing to leave. An additional five (5) minutes will be allowed prior to lunch break for Painters, Glass Cloth Workers and those operating shot blast, as well as Surface Preparer, Welders and Bonders.

## **ARTICLE 27**

### **27.0 Reporting Allowance**

- 27.1 An employee reporting for work who has not been told in advance not to report, will be given work for at least four (4) hours for which he/she reported. If no work is available, the employee will be paid four (4) hours at his/her regular straight time hourly rate. This obligation will not prevail when the employee is prevented from working because of:
- a) a power shortage or failure of power supply;
  - b) any circumstances beyond the control of the Company or if the Company was not able to notify the employee of his/her not being required to work because of his/her neglecting to keep the Company advised of his/her current address and telephone number;
  - c) suspension or discharge of the employee for just cause.

## ARTICLE 28

### 28.0 Call-In Allowance

- 28.1 a) Any employee who has completed a shift and having clocked out, is then asked to work extra time, shall receive a minimum of four (4) hours pay at overtime rates.

An employee called in to do work which requires payment at overtime rates shall receive a minimum of four (4) hours pay at the applicable overtime rate.

- b) It is understood that the employee(s) involved need only complete the assignment specified, and then be allowed to punch out. It is understood that the assignments specified may include multi tasks. In all cases the employee shall receive a minimum of four (4) hours pay, at the applicable overtime rate.

## ARTICLE 29

### 29.0 Night Shift Premium

- 29.1 In the event of more than the normal day shift being necessary, employees on the extra shift or shifts shall be paid a bonus as follows:

- a) Afternoon shift starting at 3:00 p.m. or 3:30 p.m. - ninety (\$0.90) cents per hour.
- b) Midnight shifts starting at 11:00 p.m. or 10:30 p.m. - one dollar and fifteen cents (\$1.15) per hour.

## ARTICLE 30

### 30.0 Overtime Rates and Conditions and Banking of overtime hours

- 30.1 a) All work performed by any employee in excess of regular working hours shall be paid for at the rate of time and one-half up to three (3) hours overtime and double time thereafter.

b) Employees will qualify for weekend overtime pay only if they have worked forty (40) regular hours within the week, otherwise employee will be required to work at regular pay hours on the weekend until they achieve 40 (forty) hours, at which time overtime rates will apply. Statutory holidays, floaters, vacation, short-term disability claims, bereavement, use of banked overtime, lieu days, WSIB, approved in advance appointments, any approved and secured in a timely manner EI programs will count towards the 40 (forty) hour work week. All other hours missed will need to be made up before overtime rates become applicable on Saturday or Sunday. Employees who miss any time during a day due to approved in advance appointments or unforeseen

circumstances will be allowed to make up time to complete their regular hours worked (shift) up to 4 hours on a voluntary basis if the work is available. Any work performed on the weekend after regular working hours will be calculated as overtime and be reflected on the overtime roster for equalization purposes. Any weekend work or any work performed after regular working hours will be on a voluntary basis.

- c) Work performed on Saturday shall be paid for at the rate of time and one-half up to four (4) hours and work performed on Saturday in excess of four (4) hours shall be paid for at double time, except that the time worked to complete the regular shift starting on Friday afternoon shall not be considered as overtime and as in b).
- d) All work performed on Sunday shall be paid for at the rate of double time unless conditions in b) not met.
- e) When overtime work is scheduled by the Company, it shall be distributed in an equalized manner amongst the employees in the classification normally performing such work in a given work station under the supervision of a Supervisor. The Company retains the exclusive right to determine when an overtime opportunity will be performed. The Company recognizes the equity of maintaining minimum differentials in the overtime hours amongst all employees within the classification.

The decision to accept or refuse overtime shall be voluntary, but overtime refused or otherwise not worked will be counted as work for the purpose of calculating overtime distribution.

- f) If sufficient employees willing to work overtime cannot be found in the given work station, the Supervisor may request overtime among other employees under his/her supervision, and if a sufficient number is still not found, plant-wide.
- g) A standard overtime roster will be maintained by classification within each department or workstation and will be posted daily.
- h) Remedy:

If an employee alleges that he or she has been bypassed in the administration of an equal opportunity, and such allegation is substantiated, arrangements will be made by the Company to offer the equivalent amount of overtime within a two (2) month period from the date of complaint, or pay the employee the amount owed as if she or he had worked the overtime opportunity.

- i) If an employee is requested to work overtime of three (3) hours or more, at the end of their regular shift, the employee will have the following options:
  - 1) If the cafeteria is open, be given a selection of one of the two (2) hot meals in the cafeteria and a thirty (30) minute unpaid meal break will be provided (i.e. 3:30 p.m. to 4:00 p.m.)

- 2) If employee chooses to not use one of the two hot meal options, or the cafeteria does not operate, be given a meal allowance of \$11.00 which will be provided on the employee's next regular pay. In this instance, the employee will be provided with one (1) fifteen (15) minute unpaid break at the beginning of the overtime assignment (i.e. 3:30 p.m. to 3:45 p.m.)
  - 3) Be given one (1) fifteen (15) minute paid break at the beginning of the overtime assignment (i.e. 3:30 p.m. to 3:45 p.m.)
- 30.2 a) Premium rates shall be paid from 12:01 a.m. to 12:00 Midnight on the day of a holiday, except that such payment shall not be made for hours worked to complete a shift started the afternoon prior to a holiday. Work performed on a holiday will be paid at the rate of double time with a day off with pay in lieu of the holiday worked or may be paid at triple time without a day in lieu, at the employee's option. Such day off must be scheduled, by mutual agreement of employee and supervisor, within a two (2) month period.
- b) Later starting up to one-half hour shall not be taken into account in calculating overtime. An employee starting more than one-half hour late shall be required to work eight (8) hours before the overtime rate becomes effective.
  - c) It is understood that when there are employees laid off in certain classifications, overtime in those classifications will be scheduled, with the intended overall result being the recall of all laid off employees and eventual increase in the working force of the Bargaining Unit.
- 30.3 a) Employees will be provided with opportunity to save 1 (one) week of banked time, earned by working overtime at applicable overtime rates, per calendar year (January 1 – December 31). Using banked overtime will be made available upon written request from employee submitted to HR department and union. Request will not be unreasonably withheld. Banked overtime can be used as a minimum of 1 (one) hour to 40 (forty) hours continuous.

## **ARTICLE 31**

### **31.0 Injury and Jury Allowance**

- 31.1 a) An employee injured on the job shall be paid for the balance of the full shift on which the injury occurred if, as a result of such injury, the employee is sent home or to an outside hospital, provided this action is ordered, or later confirmed by the attending Doctor. The Company will make suitable transportation available, at no cost to the injured employee.
- b) An employee who is required for jury service or subpoenaed as a witness shall be paid the difference between normal straight time pay and the payment received for such jury service or subpoena. The employee will present proof of service or subpoena and of the amount of pay received.



Payment for the above jury service or subpoena shall cover the period of the day reporting for jury service or subpoena to the day of dismissal from jury service or subpoena inclusive, and the employee shall not be required to report to work during this period.

## **ARTICLE 32**

### **32.0 Payment of Wages**

- 32.1 All employees shall be paid every two weeks on Thursday during working hours. Payment shall be by direct deposit. Pay stubs will be issued by the Company in sealed envelopes.
- 32.2 Employees who are laid off, terminated or quit shall receive all wages and benefits due them, within ten (10) working days.
- 32.3 Adjustments to pay necessitated because of errors or omissions will be made on the employee's next following paycheque. However, if the amount is equivalent to one (1) day's pay or more, the employee will be advanced an amount within five (5) working days following notice of error or omission, provided the HR department has been notified by the Friday immediately after the pay is made.

## **ARTICLE 33**

### **33.0 Health and Safety**

The Company agrees to maintain adequate sanitary, safety and health conditions throughout the plant, and will provide protective clothing where necessary. The company will pay a safety shoe allowance of \$180 in April of each year of the agreement to all actively working employees as of March 31.

No employee will be disciplined for refusing to use unsafe equipment or perform work in an area which in the employee's opinion, is unsafe, as laid down in the Occupational Health and Safety Act, which include the revised statutes of Ontario 1990 Chapter C.O. 1 as amended by (S.O. 1992 C. 14, S.2). He/she shall immediately report such to the Supervisor and Union Representative.

Employees will not be permitted to use equipment, which in the mutual opinion of the Union Safety Chairperson and the Company Safety Representative or their deputies on the Committee, is not in safe operating order. If a dispute occurs between the parties as to the safe operating order of any equipment or area, the appropriate Government Agency will be contacted to review the equipment or area in dispute before work continues in that area, or on that equipment.

It is mutually understood between the Company and the Union, that there will be no frivolous abuse of this provision, and that any dispute arising from such action may be

referred to final and binding arbitration , as per Section 50.2 of the Occupational Health and Safety Act, RSO 1990 C.O. 1 as amended by S.O. 1992 C.14.

Welder/Skilled Trades employees will receive an annual coveralls allowance of \$ 155. The \$155 lump sum payment will be paid in January. In the event the employee is new to the classification or has recently transferred into the classification and have not received the annual lump sum payment, the employee will receive the \$155 lump sum 30 days after the transfer or reclassification. It is understood that an employee will only receive one \$155 lump sum payment per year.

- 33.2 Employees in certain mutually agreed work areas and classifications will be required to undergo regular medical examinations. Such examinations shall be made during regular working hours, by a physician chosen by the employer, without loss of pay. It is understood that such examinations will solely involve testing for exposure to designated or regulated substances as enumerated in the Occupational Health and Safety Act. Employee will be responsible for collecting results from the service provider and supplying those to family physician or other preferred medical practitioner.
- 33.3 The Union undertakes to assist Management in obtaining proper observance of all necessary safety and health rules, and in order to facilitate the observance of such rules, agrees to elect three (3) Unifor Bargaining Unit members to be members of a Safety Committee composed of such representatives and an equal number of persons appointed by the Company; such committee to meet at regular monthly intervals.
- 33.4 a) The Union Safety Chairperson, working in conjunction with the Company Safety Representative, will act immediately on any alleged safety violations, unsafe equipment, or working conditions reported by any Company employee.
- b) The representatives of the Joint Health & Safety Committee shall make monthly inspections of the Plant and equipment therein, and shall report the results of their inspection to any Shop Supervisor deemed necessary, and to Human Resources and the Union. In the event of any first aid, medical aid, injury, lost time or significant property damage , a Company and a Union Safety representative will be notified immediately, and shall investigate and report as soon as possible to the Company and the Union, the nature and cause of such accident or injury.
- c) It is understood that the Safety Chairperson, or other members of the Safety Committee, shall use such time as is necessary to perform their functions as Health and Safety Representatives.
- 33.5 The Joint Safety Committee Representatives shall have access to accident reports, and safety records in the employer's possession, including data and reports provided to, and by, the Workplace Safety Insurance Board.
- 33.6 a) The Company shall request from suppliers, any and all data sheets relating to chemical compounds, biological or physical agents or any combination of such that will be used or intended to be used in the plant. Upon receipt of such data, the Company shall cause a copy to be supplied to the Union Safety and Health Committee.

- b) Should there be any such agents mentioned in Clause (a) in use at the present time, the Company shall endeavour to purchase said data sheets and cause a copy to be supplied to the Union Safety and Health Committee.

33.7 The Company agrees to continue its practice that when, due to a compensable industrial accident or illness which occurred while in the active employ of the Company, an employee is no longer able to perform his/her regular duties, he/she may, upon mutual consent between the Company and the Union, be assigned other duties in keeping with the seniority provisions of the Collective Agreement. The above shall not apply in the case of layoff if the employee is not capable of performing work in a related classification.

It is further agreed that the Company will give every consideration to provide employment for senior employees who are incapacitated as a result of a non-compensable injury or illness.

#### 33.8 Incapacitated Employees

The Company undertakes to make every effort to continue an employee who becomes incapacitated by illness or injury in productive employment. In the event that an employee becomes incapacitated from performing the duties of his/her position by reason of illness or injury, the parties will identify another position that the employee has previously held or a lower level position within the Bargaining Unit which she/he is capable of performing. The Union and the Company agree that he/she be placed in that position on a trial basis and allowed to continue in that position for as long as she/he is able or is required to do such work and remains incapacitated from performing the duties of the position occupied when he/she became incapacitated. An employee who has been placed on a job because of disability will have that disability reviewed at least annually to determine entitlement under this position.

It is understood that in order to bump into a position, an employee must have more seniority than the employee that holds said position.

#### 33.9 Substance Abuse Disorder

- a) The Company and the Union agree that substance abuse is harmful to both the employee's well being and the Company's operations. Both parties agree to work together to assist employees in overcoming substance dependency. It is clearly understood that it is the employee's responsibility to help himself/herself and that actions of the Company and the Union are supportive in nature.
- b) The Company agrees that if an employee is absent from work as a result of continuing treatment under the care of a physician in accordance with a planned program of rehabilitation agreed to by the Company, he/she will be entitled to receive benefits in accordance with the weekly indemnity plan provided:
  - a. the Company has approved the program,
  - b. the employee successfully completes the program and

- c. the employee enters the program with the understanding that completion of the program is a condition of continued employment with the Company.

c) Substance Abuse Disorder Joint Committee

The parties shall establish a Joint Rehabilitation Committee consisting of one (1) representative of the Union and one (1) representative of the employer to deal with substance abuse problems in the work place. The Company will provide appropriate training for the Union member of the Committee on substance abuse issues. The Representative of the Union to the Joint Committee shall be retained on the day shift. The Committee shall have the full support of both parties and be vested with the authority to make recommendations. Upon recommendation of the Committee, employees may be referred to Thunder Bay Counselling for initial evaluation and scheduling of a suitable program. The Company and the Union express their joint determination to deal cooperatively and constructively with the problem of substance abuse among Bombardier workers represented by Unifor. To further this objective, the Company will continue to provide an Employee Assistance Program for use by all employees and their families.

#### **ARTICLE 34**

##### **34.0 Wage Rates**

- 34.1 All employees shall be classified and paid in accordance with the relevant Grids and columns in Appendix "A", which is attached to and forms part of this Agreement.

#### **ARTICLE 35**

##### **35.0 Cost of Living**

- 35.1 Fold-in COLA accrued during the life of the previous agreement - \$ \$1.05.
- 35.2 Cost of Living Adjustments shall be effective June 2020, September 2020, December 2020, March 2021, June 2021 and quarterly thereafter during this Agreement and until the signing of a new contract.
- 35.3 These adjustments shall be based on a comparison between the base figure 136.8 and the equivalent index figure published in April 2020, July 2020 and quarterly thereafter.
- 35.4 Adjustments shall be calculated on a formula of 1 cent per hour worked for each 0.0690 of a point upwards difference between the respective Index Figure applicable and the base figure, using 2002 equals 100 C.P.I.

Adjustments shall be made upwards or downwards, except that a drop in the Index Figure below the base figure shall not result in a decrease below the level of wage rates in force on June 1, 2020.

## **ARTICLE 36**

### **36.0 Automatic Progression**

36.1 Effective ratification date, new employees hired by the Company will be as per “Grid 2”, with a starting rate equal to seventy (70) percent of the maximum rate in the first year of employment, eighty (80) percent of the maximum rate in the second year of employment, ninety (90) percent of the maximum rate in the third year of employment and equal to the maximum rate in the fourth year of employment.

“Grid 1” will apply to all employees hired prior to the ratification date.

## **ARTICLE 37**

### **37.0 Bereavement Pay**

37.1 If an employee has a bereavement in his/her immediate family as defined below, such employee shall be given a leave of absence to make arrangements to attend the funeral or confirmed memorial service.

37.2 Bereavement shall not exceed five (5) consecutive working days in the event of loss of a spouse, common-law spouse, child or step-child, parents, sister or brother. The five (5) days will be taken in conjunction with the funeral or confirmed memorial service.

37.3 In the event of loss of a grandparent, father-in-law, mother-in-law, step-parents of the employee or the employee’s spouse, spouse’s grandparents, step-brother, step-sister, brother-in-law, sister-in-law or grandchildren, bereavement shall not exceed three (3) consecutive working days. The three (3) days will be taken in conjunction with the funeral or confirmed memorial service.

37.4 Upon his/her return to work, the employee shall make application to the Human Resources Department to obtain recompense for regular wages lost.

## **ARTICLE 38**

### **38.0 Classification of Employees**

38.1 a) Each employee will be classified in the Labour Classification (or Job Title) in which he/she regularly performs.

An employee will not be classified in a Labour Classification by reasons of temporarily performing isolated or singular duties set forth in a classification description.

b) An employee may be required to perform operations which are not described, providing they are related to his/her job classification.

- c) Within the Material Expediter classification there will be designated individuals who have volunteered to be certified for the position of replacement vehicle driver. This position will be used to replace Vehicle Drivers who are absent and/or in the case of a sudden temporary need not to exceed three (3) working days. This clause will not be used if any Vehicle Driver is laid off from the classification; this clause will not be used to circumvent the job posting procedure.

38.2 Employees shall be credited with classifications gained as follows:

- a) Hired into classification;
- b) New classifications gained from time to time through successful bidding or assignment on posted jobs, as provided in Article 20;
- c) Bumps into related classifications as provided for in Article 17 and Appendix "D" of this Agreement;
- d) Addition of such classifications as may be credited to an employee by mutual agreement between the Company and the Union.

38.3 Any new classification will be entered in the employee's record immediately when he/she begins work in it and removed only if she/he fails to perform satisfactorily in the classification.

38.4 Any employee may sign off any classification not bumped into in the last six (6) months, other than his/her original classification.

38.5 Classification Groups

- a) If a position is required within a Classification Group, the posting will include the name of the Classification Group and of the Classification required. Example: "Machine Operator General II – Power Brake Operator".
- b) Work scheduled by the Company in any classification within a Group, shall be assigned first, and in the order of seniority, to those currently holding that classification.

If the work for a classification is reduced, the employee may be assigned other work in the order of seniority within the Classification Group.

- c) When there is a reduction in staff, the junior person in a Classification Group will be the first to be laid off. The senior laid off person in a Classification Group will be the first to be recalled.

- d) Effective ratification date: If an employee's original classification belongs within a Group or if the employee is working within a Group, he/she will be credited with the Group classification.

Other employees holding a classification within a Group must bump a junior person within their classification in the order of seniority before being credited with the Group classification.

Machine Operator General I - (Labour Group 4)

- 1) Machine Operator General N.C.
- 2) Power Tube Bender N.C.

Machine Operator General II - (Labour Group 4)

- 1) Pantograph Operator
- 2) Power Shear Operator
- 3) Pressure Die Setter
- 4) Radial Drill Operator
- 5) Saw Operator
- 6) Power Brake Operator

Operators in Classification Group 1 and Classification Group 2 will deburr parts as one of their duties so long as this does not detract from regular duties.

## **WORK CELLS**

### **Definition of a Work Cell**

- 38.6 A work cell is a production unit where different classifications are employed to produce a specific range of parts (example: "Aluminum Cell").

When a work cell is being established, workers holding each of the classifications within the cell will be invited to bid on the cell positions and will be selected on the basis of seniority. If insufficient numbers of people in a classification bid, the junior person in each of the classifications will be assigned to the cell.

Cell members will clean their own work areas and machines.

### **Procedure for Job Assignment in Work Cells**

- 38.7 a) In each Work Cell, employees in production jobs shall first perform duties in their own classification when such work is available.
- b) When work in a production employee's own classification is not available, within the cell, other jobs within the cell shall be assigned to the employee.

- c) If an operation within the cell becomes backlogged or bottlenecked, other employees within the cell can volunteer to perform the work, if qualified. If no employee volunteers, the junior employee qualified can be assigned. In the case of skilled trades work, only a skilled trades person can be assigned. In the case of welders, only welders can be assigned. This provision does not apply to Material Expediter, Vehicle Driver or Crane Operator.
- d) Where layoffs are required, the most junior employee plant wide in a Group Classification shall be the first to be laid off.
- e) As an example, when no work for a Machine Operator General is available anywhere within his/her Classification Group, the worker may be temporarily assigned duties in the other Machine Operator General Classification Group. (I.e., Machine Operator General I's may be temporarily assigned to Machine Operator General II and vice-versa.). If such work assigned to a classification exceeds six (6) hours in multiple cells, another employee will be added in that classification. If welding in a cell is under four (4) hours it will not be included in the cell.
- f) In addition to cleaning machines and maintaining work areas, cell employees are expected to perform minor (TPM) maintenance within their cell (i.e. top-up oil/fluids, change household type bulbs). Cell employees will also perform a visual inspection of their equipment prior to use to verify that it is in good working order and complete pre-start documentation if required.

### **Work Cell Overtime**

38.8 Overtime in work cells shall be first offered to persons within the cell currently performing that work, then to all other production employees within the cell.

If no employee within the cell is willing to perform the work, it shall be offered to employees outside the cell who hold the classification of the work being assigned.

38.9 In the implementation of cell production where the Collective Agreement is impacted, the two (2) parties may discuss problems which arise and if any changes are deemed necessary they must be ratified by both parties.

38.10 Combining Classifications - Company Obligations

The Company accepts that in combining some production classifications for the purpose of achieving greater operating flexibility, it assumes a responsibility to train employees, where necessary, on those parts of the new classification with which the employee is unfamiliar.

The Company further states that where an employee is unable to learn the full classification, and there is a work force reduction, this will not be used to justify laying that employee off, out of seniority order. In such a situation, the Company reserves the right to use the senior employee who is unable to perform all the required tasks in some other areas, without prejudice to his/her classification.



- 38.11 Unifor employees can be specified to be responsible for assisting and establishing improvement recommendations and liaise with other departments as required (i.e. Production, Methods and Engineering). This clause will not limit Article 2 or Article 50.

## **ARTICLE 39**

### **39.0 Instruction**

- 39.1 Any employee may be required to instruct employees in related work where necessary, but shall not be responsible for the work of such employees.

## **ARTICLE 40**

### **40.0 Team Lead**

- 40.1 Team Leads shall be paid a bonus of \$1.20 per hour over their own classification rate or over the highest paid employee on their crew, whichever is greater. Production employees will not be paid T3 rates.

No Team Lead shall have the same employee(s), within a group, as another Team Lead on the same shift.

- 40.2 Team Lead shall:

- Prioritize and delegate tasks amongst the cell members
- Provide technical instruction and support to employees in their area
- Provide training within the area
- Review, communicate changes and file new revision manufacturing documents
- Learn all safety procedures within the area and promote safety within the team
- Assist the supervisor to create and maintain the cell board KPI's including corrective action plans
- Take an active role in cell audits to ensure standards are met or exceeded
- Hold the Welcome to Work meeting if the supervisor is not available, record escalation items and communicate these to the supervisor
- Participate in Material Review Board (MRB) meetings to determine root cause and corrective actions
- Participate with the various functions to perform problem solving and identify solutions to issues impeding efficient performance of their area
- Learn the quality standards associated with and relating to the processes used by the team
- Assist in training other Team Leads

- Be familiar with the 7 Wastes, Poke Yoke and Lean Manufacturing concepts and review them with the team quarterly
- Team Leads will perform the duties of their classification and fill-in for absenteeism in their area when not occupied with these tasks.

### **Qualifications Required**

**A minimum of one year seniority will be required to be accepted into the team lead position.**

A minimum score of seventy (70) percent on the Team Lead Application (combination of interview and skills/knowledge examination).

Must be willing to take Team Lead training as required:

Communication  
Change Management  
Leadership  
Problem Solving  
Teamwork

- Study package for test will be provided five (5) working days prior to interview and test. Employee will complete studying on their own personal time.
- Test results will be provided to candidate for position and the union.
- Candidates who previously held Team Lead that are applying for a new team lead position will be required to re-test under the following circumstances:
  - a. when changing classifications;
- Union representation will be provided to an employee during Team Lead interview. Union refrains from collecting, copying and distributing any interview questions/materials.

40.3 Promotions to Team Lead shall be based on skill, ability, qualifications and knowledge of the job as well as a minimum score of seventy (70) percent on the Team Lead Application. When more than one applicant achieves seventy (70) percent, the senior employee in the work station involved shall be selected. Where a majority of employees in any group are welders, an employee promoted to Team Lead over that group must hold a welder's classification. Should an applicant fail the application for Team Lead, a period of 30 days must pass before he/she can re-apply. Selection for Team Leads must be completed within the 15 day period per Art. 20.4 a).

40.4 All Team Lead positions shall be posted. At the time of posting employees working in the area will be eligible to bid on the position. Description of area location will be on every job posting. Each area will be individually posted.

40.5 Employees shall lose Team Lead status when they are laid off or transferred as per provisions of Article 17 or taking a position outside of the bargaining unit. In addition, Team Lead will be removed from the function based on performance issues.

Performance evaluations will be held as follows (performed by the supervisor in the presence of HR representative and union representative):

- position - quarterly evaluation reviews;
- Training on technical deficiencies outlined in performance evaluations will be provided
- Monthly reviews of add/removal of TL discussed during the company-union management meetings

- 40.6 The company may post and select a temporary team lead in the event of an illness, injury or other leave of absence.
- 40.7 When combining areas, groups or cells together, the Team Leads in the affected areas will lose the Team Lead status and the position for the newly defined area shall be posted. All previous Team Leads of the affected areas will be eligible to bid. Upon closure of areas and/or cells, the Team Lead in the affected area will lose the Team Lead status.
- 40.8 Where the Team Lead is also in the position of union steward and/or committee member, cases involving investigations and/or discipline will be handled by another steward from an adjacent area.
- 40.9 All Technical Trainer positions shall be posted in accordance with Article 20.1
- 40.10 The Technical Trainer shall be paid a bonus of \$1.20 per hour over Labour Group 7.

## **ARTICLE 41**

### **41.0 New and Changed Classifications**

- 41.1 Immediately following the introduction of a classification not shown in this Agreement or of substantial changes to an existing classification, the Company shall submit to the Chairperson of the Bargaining Committee an occupational summary of the job and Labour Grade to which it has been assigned. It is agreed that former classifications deleted from previous Collective Agreements and their job grades, will be given first consideration before any new classification is introduced. If within fifteen (15) days following notification, the Union has not placed an appeal in the manner described hereafter, the classification and its Labour Grade shall be deemed acceptable to the Union.
- 41.2 In order to provide for appeal against a new or amended classification or its Labour Grade, the following procedure shall be used.

- a) The Union shall lodge the appeal in writing with the Head of Site Human Resources or the Head's designate.
- b) The appeal shall outline the reason or reasons for disputing the job description or Labour Grade and shall be the only subject of the appeal.
- c) A Committee of four (4) shall be appointed within ten (10) working days, to review and discuss the appeal. The Committee shall comprise of two (2) members of the Union and two (2) members of Management. No employee affected by the new classification, or changes in classification, shall be a member of the Committee. The Committee shall submit its findings, in writing, to the Head of Site Human Resources of the Company, or the Head's designate, and the Chairperson of the Bargaining Committee of the Union, within thirty (30) working days, and if the decision of this Committee is unanimous, then the Committee's decision shall be final.
- d) If the Committee should fail to reach agreement, the matter shall be negotiated between the Company and the Union and failing satisfactory settlement, either party may refer the matter to arbitration.

**ARTICLE 42**

**42.0 Paid Plant and Statutory Holidays**

**42.1** The following ten (10) named Holidays and applicable floater holidays, shall be paid for at straight time if not worked, at the employee's regular hourly rate, in accordance with the conditions hereinafter set forth.

42.1 a) For the life of this collective agreement, the Family Day Holiday will replace the February Holiday. If during the life of the collective agreement the number of statutory holidays increases from nine (9) to ten (10) days the Company will increase the current holiday entitlement by an additional day.

ASSIGNED DAYS

	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
New Years Day		Jan. 1	Jan. 3	Jan. 2
Family Day Holiday		Feb. 15	Feb. 21	Feb. 20
Good Friday		Apr. 2	Apr. 15	Apr. 7
Victoria Day		May 24	May 23	May 22
Canada Day	July 3	July 2	July 1	
Civic Holiday	Aug. 3	Aug. 2	Aug. 1	
Labour Day	Sept. 7	Sept. 6	Sept. 5	
Thanksgiving Day	Oct. 12	Oct. 11	Oct. 10	

Christmas Day	Dec. 25	Dec. 27	Dec. 26	
Boxing Day	Dec. 28	Dec. 28	Dec. 27	
Floating Day	Dec. 24	Dec. 24	Dec. 23	
Floating Day	Dec. 29	Dec. 29	Dec. 28	
Floating Day	Dec. 30	Dec. 30	Dec. 29	
Floating Day	Dec. 31	Dec. 31	Dec. 30	

- 42.2** To become eligible for the holidays in 42.1, an employee must have at least sixty (60) working days seniority with the Company, or as per ESA, whichever is the greater benefit. (Refer to Article 15, paragraph 1 (b) for rehires).
- 42.3** An employee must have worked the last scheduled shift before and the first scheduled shift after the Holiday. If, due to curtailment of operations by the Company, the Plant or Department should close for a period not exceeding five (5) working days before and five (5) working days after a Holiday, (except in the instance of the Christmas shutdown period when fifteen (15) working days shall apply), this shall not invalidate an employee's right to payment for the Holiday.
- 42.4** If an employee believes that an absence before or after a holiday was for legitimate and justifiable reason, the employee may make application for consideration by the Human Resources department within two (2) weeks after the holiday. Allowance for late starting on these days must not exceed one (1) hour each day.
- 42.5** Time worked on holidays listed above, including floating holidays, shall be paid for at the rate of double time and the employee will have an option of taking a day off with pay in lieu of having worked the holiday or receiving the holiday pay without having to take a day off in lieu of the holiday.
- 42.6** Should a holiday fall on a Sunday, it shall be observed on the following Monday.
- 42.7** Should a holiday fall on a Saturday, it shall be observed on the preceding Friday. Exception to this will be if Boxing Day falls on a Saturday, then it will be observed on the following Monday.
- 42.8** A paid holiday shall not be counted as part of an employee's paid vacation period.
- 42.9** An employee who is laid off five (5) working days prior to a paid holiday, or fifteen (15) working days in the instance of Christmas Plant Shutdown shall be paid for the Holiday.
- 42.10** An employee who is absent from work by reason of sickness or accident and fulfills the conditions of the Weekly Indemnity program, shall be paid for all statutory and plant holidays during such absence. However, the maximum such payment shall be limited to the equivalent of the employee's regular earnings, taking into account any WSIB or Weekly Indemnity payment.

## ARTICLE 43

### 43.0 Vacation With Pay

- 43.1 a) All employees covered by this Agreement will receive vacation with pay in accordance with the terms set out below.
- b) All employees must take their vacation by May 31st of the following year, and such vacation shall not be accumulated from year to year. Requests for vacations at a later date may be granted by mutual agreement by the Company and the Union in writing.
- c) The Company agrees to meet with the Union by the first of February of each year to discuss vacation period plans, including the scheduling of a summer shutdown. Such arrangements will be posted by April 1st, or sooner, if possible.
- d) Employees will normally take vacations in periods of not less than one (1) week. However, employees with entitlement in excess of the three (3) weeks required for the summer shutdown shall have the option to take excess time in periods of less than one (1) week, subject to supervisory approval. In the event that a shutdown is scheduled and provided adequate coverage is maintained, employees with more than one (1) year of service, who are not able to be assigned the vacation shutdown, will be allowed at least two (2) consecutive weeks off between the first full or partial week of July or the last full or partial week of August.
- e) A list of employees who have not completed vacation entitlement by February 28th, of each year, shall be made available to the Union.
- f) Vacations will be scheduled throughout the year as far in advance as possible, giving due regard to departmental production requirements and seniority. Employees may not book vacation more than one (1) year in advance.

All employees are to take their vacation entitlement during the plant shutdown. Employees with more than three (3) weeks entitlement may take additional vacation during June, July and August providing they apply, in writing, no later than March 31<sup>st</sup> of each year and the Company will respond in writing to the request by the end of the first full week following March 31<sup>st</sup>.

At other times of the year, employees must apply in writing at least two (2) weeks in advance of the date they wish to start their vacation and the Company will respond in writing to their request within five (5) working days. The supervisor will provide their signature acknowledging receipt of such vacation request.

When an employee's vacation has been approved in writing and scheduled, such scheduling shall not be changed without the consent of the employee.

- g) In the year of his/her retirement, an employee shall have the option to take regular vacation entitlement, or to work straight through until date of retirement.

- h) Where an employee's scheduled vacation is interrupted because of serious illness or injury for which the employee qualifies for weekly indemnity, the employee's vacation shall be stopped for the period of the disability and the employee placed on weekly indemnity.

Any vacation days remaining as a result of such rescheduling shall be rescheduled to a time mutually acceptable to the employee and the employee's supervisor within the same vacation year.

43.2 ELIGIBILITY:

All employees covered by this Agreement shall be entitled to Annual Vacation with pay as per the following schedule, if they have attained one year's seniority as of May 31, in the current year.

- a) One (1) year's seniority, but less than five (5) years' seniority - 2 weeks with pay
- b) Five (5) years' seniority, but less than ten (10) years' seniority - 3 weeks with pay
- c) Ten (10) years' seniority, but less than seventeen (17) years' seniority - 4 weeks with pay
- d) Seventeen (17) years' seniority, but less than twenty-three (23) years' seniority - 5 weeks with pay
- e) Twenty-three (23) years' seniority, but less than twenty-nine (29) years' seniority - 6 weeks with pay

43.3 Entitlement:

- a) Vacation entitlement will be as above, but vacation pay for employees with one (1) year's seniority or more, will be calculated on weeks pay, plus the prevailing COLA bonus, as at the time the vacation is taken, and a week will be considered as 40 hours. With the exception, that an employee who has less than 1360 hours worked in a previous year will receive vacation pay at the rate of 2% of earnings for each week of entitlement.
- b) Money received from WSIB, Weekly Indemnity Benefits, previous Vacation Pay, paid Plant and Statutory Holidays and overtime, will be calculated as earnings. Money received from Human Resources Canada while on Maternity or Parental Leave, will be calculated as earnings.
- c) Time off work while receiving WSIB payments and Weekly Indemnity payments, previous year's vacation, paid Plant and Statutory Holidays, authorized Leave of Absence will be counted as hours worked.

- d) After the expiration of the fifty-two (52) week Weekly Indemnity Sick Leave Program, an employee may request to be paid for any accrued vacation time to his/her credit prior to starting on Long Term Disability with no offset to long term disability.

Hours worked and earnings from WSIB and Weekly Indemnity, as set out in (b) and (c) above, will be credited for fifty-two (52) weeks from the onset of disability.

Employees returning to work from W.I., W.S.I.B., Parental Leave or Maternity Leave that were off during the summer shutdown will be required to take vacation equal to the summer shutdown prior to returning to work.

Exceptions will be made when an employee returns on a graduated hours plan. Employees who return on graduated hours will be exempt from being required to take vacation equal to the summer shutdown and will be paid accrued vacation upon returning to full working hours.

- e) All additional monies owed for vacation pay as per ESA will be calculated and paid after the end of the current vacation year.

#### 43.4 Termination of Employment

Terminating employees for any cause shall be paid accrued vacation pay based on their seniority entitlement.

#### 43.5 Layoff

An employee who is laid off shall receive vacation pay up to the time of layoff, and such pay shall be in accordance with his/her service entitlement, as detailed in 43.2. At the employee's request, payment for such vacation can be deferred until the end of the Vacation Year.

It is mutually agreed that employees who have been laid off for any portion of the previous vacation year will only be required to take the number of days their vacation pay works out to, provided the Company has work available for them during the plant vacation shutdown period. This does not cancel their rights to take their full vacation entitlement if they so desire.

#### 43.6 Deceased Employees

If an employee should die while on Company payroll, vacation pay which stands to his/her credit will accrue to the estate. Such pay shall be calculated in accordance with Article 43.2.

### **ARTICLE 44**

#### **44.0 Termination Clause**



- 44.1 This Agreement shall remain in effect until May 31, 2023, and unless either party gives to the other party written notice of termination, or of a desire to amend the Agreement, then it shall continue in effect for a further one year period without change, and so on from year to year thereafter. It is understood that if notice of termination or amendment of the Agreement has been given by either party and negotiations for a new Agreement have not been completed by the termination date, then the Labour Relations Act of Ontario, shall govern both parties to the Agreement.
- 44.2 Where any changes have been made in terms of the previous Agreement, such changes will be effective the date of ratification, except as agreed to in writing by the parties.
- 44.3 Any grievance filed or pending prior to the date of ratification, will be settled under the terms of the previous Agreement.
- 44.4 It is agreed that font size of the new Collective Agreement shall be no smaller than in the 2002 – 2005 collective agreement.

The Company will provide a Collective Agreement booklet within six (6) months of ratification of the Agreement. Book size to be no larger than current collective agreement.

#### **ARTICLE 45**

##### **45.0 Notice of Amendment or Termination**

- 45.1 Notice that amendments are required or that either party intends to terminate the Agreement shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the termination date.
- 45.2 It is understood that during any negotiations following upon notice of termination or notice of amendments, either party may bring forward counter proposals arising out of, or related to the original proposals.

#### **ARTICLE 46**

##### **46.0 Social Security**

- 46.1 All employees covered by this Agreement will participate in the Employee Benefit Plan after six (6) months of service (except those employees rehired as stated in Article 15, paragraph 1b) consisting of the following:
- a) Medical coverage and Standard Ward hospital coverage as provided for in the Employee Health Tax Act
  - b) Supplementary Plan semi-private ward coverage

- c) Plan will provide at current rates:
  - i) Preventive and Basic Services - 100% coverage
  - ii) Endodontic (root canal) and Periodontic Services - 80% coverage,
  - iii) Major services (dentures, crowns, caps, bridges) - 50% coverage

Effective June 1, 2020 maximum benefits per calendar year - \$3000 per insured family member.

- d) Extended Health Care Plan

The Company shall continue to assume one-hundred (100%) percent payment of the Plans. Employees will have a prescription drug payment of \$4.00 per DIN and an annual deductible of \$20.00 (single) and \$40.00 (family) for all services or eligible expenses other than prescription drugs. Employees will be required to purchase generic prescription drugs, whenever they are available, unless otherwise prescribed by the doctor due to medically necessary reasons.

Employees with more than 10 years of credited service or seniority with Bombardier Transportation Thunder Bay Plant, who retire early will continue to participate in the Extended Health Care Plan program (inclusive of drugs and semi-private) and the Vision Care program for the period between the employee's date of retirement and normal retirement date without cost to the early retiree.

Employees who are charged a fee for letters or reports required by the Company or by its insurance carrier will be paid for by the Company upon proof of payment by the employee.

Employees on WSIB will be entitled to Extended Health Care Benefits, as defined by the plan, for the duration of their WSIB claim, but not to exceed 6 years.

Effective June 1, 2017 Dental, Drugs, Semi-Private Coverage and Life Insurance will be maintained at the cost of the company for a period of three (3) months for all employees with one (1) year of seniority or more, who are laid off.

The Company will introduce a Drug Card Program effective January 1, 2000.

The application of the article will be followed as secured in collective agreement – For employees with ten (10) years cumulative service, including tie from previous employment.

- e) The Company will provide a Vision Care Plan which will provide a maximum payment of \$200 per family member in any two (2) consecutive calendar years. Eligible expenses will include frames and lenses and contact lenses, eye examinations to a maximum of \$80.00

every two (2) years. Costs related to Laser Surgery can be applied to the maximum payment.

Children under the age of eighteen (18) entitled to \$200 in any one (1) calendar year.

- f) An employee who is off work on approved Maternal or Parental Leave shall be entitled to continuation of benefits as set forth in the Employment Standards Act, R.S.O. 2000 as amended.
- g) Should the Company decide to change insurance carriers, there will be no loss in the level of insurance benefits as a result and they will notify the Union prior to doing so

46.2 The Company shall provide an insurance plan to contain the following benefits:

- |                                       |                       |
|---------------------------------------|-----------------------|
| a) Life Insurance of                  | \$ 50,000.00          |
| b) Accidental Death and Dismemberment | \$40,000.00 50,000.00 |
| c) Life Insurance for all Retirees    | \$ 2,500.00           |

46.3 a) The Company shall pay the full cost of the premiums for employees on sickness and accident who satisfy the conditions of the weekly indemnity program for a maximum period of 52 weeks.

b) Weekly benefits for non-industrial accidents or sickness will be 66 2/3% of base salary with a maximum of \$600 per week.

c) During each year of the Agreement (January 1st to December 31st) the Company will pay from the first day of sickness, three (3) days pay (prorated from the basis of Weekly Indemnity payments when the employee is off for a minimum of two (2) weeks or more on weekly indemnity, once only during any year of the agreement as specified above.

If an employee returns to work and is again absent because of the same or a related disability within two (2) weeks of returning to work, benefits pick up where they left off and there will be no waiting period.

d) If an employee has not received payment within ten (10) days of having filed a claim, the Company will advance the employee the estimated net amount of the benefit.

If an employee applies for WSIB benefits and has not yet received such benefits within ten (10) days of having filed his claim, the Company will directly advance to the employee monies equal to the weekly indemnity benefit, to a maximum of twelve (12) weeks, provided the employee has signed the form required. Such form will acknowledge a commitment to repay the money advanced from WSIB or W.I. benefits subsequently received if the claim is approved. Advances will also be repaid if either WSIB and W.I. claims are denied.

- e) For Weekly Indemnity claims only, the CPP disability offset to the claims will not be applied.

STD: The weekly benefits will not be reduced by CPP disability, but the weekly benefits will be reduced by any pension benefits (CPP regular) not to exceed 80% of the pre-disability salary.

LTD: The monthly benefits will be reduced by both CPP disability and reg. The reduction will be limited to the exceeds of 80% of the employee pre-disability salary.

- f) Effective September 30, 1999, the Company shall pay the full cost of an L.T.D. plan which pays 50% of the W.I. benefits for a period up to 260 weeks following exhaustion of the 52 W.I. Program. During this period, the Company maintains Health Care benefits; however neither paid holiday nor vacation provisions apply.

The L.T.D. benefit will be increased to 75 % of the W.I benefits for persons who qualify after June 1, 2017. .

46.4 For the purpose of this Article and of the Pension Plan and subject to the approval of the Pension Commission of Ontario and of Revenue Canada, the definition of "spouse" shall mean a person who:

- a) is married to the Employee, or
- b) if not married to the Employee, has been living together in a conjugal relationship with the Employee, either
  - i) continuously for a period of not less than 1 year, or
  - ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act, 1986 (Ontario).

46.5 Prescription Safety Glasses

It is Company policy to supply every employee whose work requires it, with eye protection suitable to that work.

In addition, employees requiring prescription glasses will be provided with prescription ground hardened safety lenses in approved frames at Company expense on the following basis.

- a) The employee must require visual correction at his/her normal working distance.
- b) Employees must supply their own prescription or have a suitable eye examination by a qualified person at their own expense.
- c) The employee must have acquired seniority, and be a permanent employee.

- d) Badly pitted or damaged lenses will be replaced but not more than one pair per year will be issued to an employee for all purposes.
- e) The Company will provide all prescribed focal lenses.
- f) Prescription lenses and frames provided by the Company become the employee's property and will not be returnable.

46.6 The Company will endeavour to provide an updated benefit booklet within six (6) months of ratification of the Agreement.

#### **ARTICLE 47**

##### **47.0 Pension Plan**

47.1 The Non-Contributory Pension Plan instituted January 1st, 1963, and as amended at negotiations is supplemental to this Agreement.

#### **ARTICLE 48**

##### **48.0 Appendices**

48.1 Appendices A, B, C, D, and E form part of this Agreement.

#### **ARTICLE 49**

##### **49.0 No Strike**

49.1 The Union agrees that it will not authorize or counsel any strike and the Company agrees there will be no lockouts during the life of this Agreement.

#### **ARTICLE 50**

##### **50.0 Subcontracting**

50.1 All work normally performed by Bargaining Unit employees, or similar work, shall not be performed on the Plant premises by employees outside of the Bargaining Unit, except the following:

- a) All concrete, cement, brick, tile and foundation work.

- b) Maintenance/repair of all roof top gas fired HVAC units greater than 400,000 B.T.U. and interlocked vents. Refer to Memorandum dated October 17, 2003.
- c) Janitorial services as it relates to the Office Admin building proper (janitors excluding cafeteria and cafeteria hallway)

50.2 The Company will keep the Union advised at all times when subcontracting out. The Company will keep the Union informed when vendors are coming into the Plant on warranty work.

50.3 The Company recognizes the Unions concern regarding contracting out bargaining unit work. The Company agrees to meet with the Union at least ten (10) days prior to letting any work unless it is an emergency. The focus of the meeting will be to discuss the reasons for Management contemplating contracting out the work, and the utilization of the bargaining unit members including the hiring of apprentices.

50.4 Skilled Trades work which has been past practice to have been performed by employees within the Bargaining Unit shall not be contracted out without prior consultation with the Skilled Trades Committeeperson, Bargaining Chairperson and Chairperson of the Joint Apprenticeship and Training Committee and or a Skilled Steward. The Skilled Trades Committee person shall have the option of including a representative of the specified trade affected.

50.5 When Skilled Trades employees are on layoff, the laid off trades will be given first priority to perform the work, provided they are available and able to perform the work as per the Company's requirements, except in the following circumstances:

- a) short completion time requirements and immediate availability of the required trades people on staff for the work to be performed, or
- b) the unavailability of space or required equipment, or
- c) short duration jobs for which it is not practical to recall the tradesperson, and the trades at work have refused the opportunity to complete such assignment.

In the case of an emergency, Management will notify the Union Chairperson immediately.

## **ARTICLE 51**

### **51.0 New Technology**

51.1 When the Company intends a change in its product lines or the introduction of new machinery requiring a change of employee skills, the Company will advise the Union accordingly. In such circumstances the Company and the Union will meet to discuss such changes and employee skills as may be required. The Company shall retrain those senior employees so affected who express a desire to learn and who have the

basic knowledge and ability to be trained within a reasonable time frame. Before the above clause has any effect, employees must exercise their seniority rights in accordance with Article 17. Where present machines are being replaced by improved machinery, the operator(s) of the machine(s) being replaced shall be first offered retraining on the improved machines. This shall not apply in the case of installation of new machines not covered by present classifications.

When the decision to introduce New Technology has been made, the Company shall notify the Union of its intention and of the anticipated effect it will have on Bargaining Unit employees. Such notification will be given three (3) months in advance.

The parties undertake to meet within the next ten (10) working days and to hold constructive and meaningful meetings in an effort to reach agreement on solutions to the problems arising from the change.

This clause will apply to Production Classifications.

- 51.2 The Company and the Union will institute a committee to consider the impact of the implementation of any New Technology except as it applies to Skilled Trades. This committee will consist of three (3) members from the Bargaining Committee and three (3) members from the Company and the Chairperson shall be appointed by the Company. This committee will be notified of any changes as soon as the Company is aware and in no case less than three (3) months prior to the implementation of such changes.

## **ARTICLE 52**

### **52.0 Plant Closure/Severance Pay**

- 52.1 The Company shall advise the Union at least three (3) months in advance of any full or partial plant closure. Such notice shall be in writing and indicate the reason for the action.
- 52.2 Following such notification, the local Union and Unifor National Union will have the right to discuss and explore with the Company, any possible means of averting closure.
- 52.3 In the event of a partial shutdown, employees made redundant will be allowed to exercise their seniority rights per the terms and conditions of Article 17.0.
- 52.4 An employee permanently laid off as a result of any full or partial plant closure shall be paid severance pay in accordance with the Employment Standards Act, however, will receive severance pay after one (1) year of continuous employment on the basis of one (1) week for each completed year to a maximum of twenty-six (26) weeks.

## **ARTICLE 53**

### **53.0 Training Programs**

53.1 Employees participating in night school courses related to their employment, with the approval of their departmental manager will be reimbursed 37 1/2% of the tuition at the time of enrolment and another 37 1/2% upon proof of successful completion. Text book cost will be reimbursed at 100% at the time of enrolment.

53.2 Training or retraining shall be provided to an employee during regular working hours. If the training takes place outside an employee's regular working hours, he or she shall be paid time and a half for those hours.

53.3 Data Base Computer Terminal


When the job assignments of hourly employees requires the use of computer terminals in order to carry out their normal work assignments, the employees affected will be trained in terminal operation on Company time.




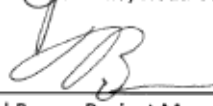



Signed this **07** day of **October 2020** to officially implement this document as the Collective Agreement between the following parties:

**Bombardier Transportation Canada Inc, Thunder Bay Plant**

  
\_\_\_\_\_  
Valeria Orzenko, Head of Site Human Resources

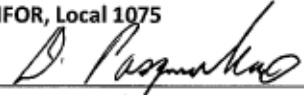
  
\_\_\_\_\_  
Lindsay Fenton, General Manager

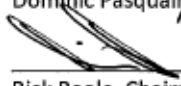
  
\_\_\_\_\_  
Fred Bauer, Project Management

  
\_\_\_\_\_  
Mike Amorgianos, Head of Site Test

  
\_\_\_\_\_  
Kerri Hovi, Financial Analyst

**UNIFOR, Local 1075**


  
\_\_\_\_\_  
Dominic Pasqualino, President

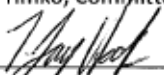
  
\_\_\_\_\_  
Rick Poole, Chairperson, Committeeperson, C-Bay

  
\_\_\_\_\_  
Russ Aiken, Committeeperson, A-Bay

  
\_\_\_\_\_  
Dave Lennox, Committeeperson, B-Bay

  
\_\_\_\_\_  
Chris Duchnick, Committeeperson Bldg. 7

  
\_\_\_\_\_  
Al Timko, Committeeperson Bldg. 8

  
\_\_\_\_\_  
T-Jay Hook, Committeeperson Stalls

  
\_\_\_\_\_  
Patrick Buzzi, Committeeperson Skilled Trades

  
\_\_\_\_\_  
Gary Bragnalo, National Representative

**APPENDIX "A"**

<b>Grid 1</b>	<b>Effective June 1, 2020</b>				<b>Effective June 1, 2021</b>				<b>Effective June 1, 2022</b>			
<b>Employees hired before July 9, 2017</b>	<b>1<sup>st</sup> Prog (70%)</b>	<b>2<sup>nd</sup> Prog (80%)</b>	<b>3<sup>rd</sup> Prog (90%)</b>	<b>Max (100%)</b>	<b>1<sup>st</sup> Prog (70%)</b>	<b>2<sup>nd</sup> Prog (80%)</b>	<b>3<sup>rd</sup> Prog (90%)</b>	<b>Max (100%)</b>	<b>1<sup>st</sup> Prog (70%)</b>	<b>2<sup>nd</sup> Prog (80%)</b>	<b>3<sup>rd</sup> Prog (90%)</b>	<b>Max (100%)</b>
<b>Labour Group 2</b> (Cleaner)	19.12	21.86	24.59	27.32	19.16	21.90	24.63	27.37	19.19	21.94	24.68	27.42
<b>Labour Group 4</b> (Finisher, Floor Installer, Machine Operator General NC, Material Expediter, Overhead Crane Operator, Power Brake Operator, Power Shear Operator, Power Tube Bender, Pressure Die Setter, Radial Drill Operator, Resistance Welding Operator, Saw Operator, Surface Preparer, Vehicle Driver, Welding Brazing, Metal Processor, Timekeeper, Machine Cleaner)	19.33	22.10	24.86	27.62	19.37	22.14	24.90	27.67	19.40	22.18	24.95	27.72
<b>Labour Group 7</b> (Electrical Test Technician, Glass Cloth Worker, Mechanical Inspector, Mechanical Tester, Weld Inspector, Welder, Trainer, Bonder)	20.24	23.14	26.03	28.92	20.28	23.18	26.07	28.97	20.31	23.22	26.12	29.02

Welders and Weld Inspectors \$0.50 premium  
Academy Trainers \$1.20 premium

## **APPENDIX "B"**

### **RETIREMENT**

The following benefit will be provided from the fund by the Company and does not require contributions by employees hired before September 12, 2014:

Effective June 1, 2020 \$ 55 per month per year of credited service for the duration of the agreement Effective June 1, 2021 \$ 55.50 per month per year of credited service. Effective June 1, 2022 \$56.00 per month per year of credited service.

Employees hired after September 12, 2014, \$0.25/ hr contribution will be deducted on each bi-weekly pay as a part of the contribution to the Defined Benefit Plan.

Effective January 1, 1976, the employee may elect a survivor option, payable to the employee's spouse as follows.

The spouse of the retiree would be covered if married at the time of retirement. The basic pension benefit would be reduced by 5%. In the event of a spouse being more than 5 years younger (older) than the employee, the 5% reduction will be increased (decreased by 1/2% for each additional year's difference in age).

The Benefit payable to the surviving spouse would be 60% of the reduced benefit payable to the pensioner.

In the event of death of the spouse before the retiree; or divorce of retired spouse, the cost of the survivor option will be restored to the pension of the retiree, upon application.

Effective January 1, 1979, employees wishing to apply for survivorship option may do so 2 months prior to retirement.

Employees shall immediately acquire a vested right in the pension.

Full refund of accrued pension value on death before retirement (current/past service).

The Company will provide a lump sum retirement of \$250 per year of seniority for member of Unifor who retire during the life of this agreement.

#### **Indexation**

Effective January 1, 2021 and continuing on January 1, 2022 and January 1, 2023, members who have retired since January 3, 1984 shall receive a lump sum payment equal to 1.5% of their annualized pension.

#### **Requirement for Retirement without Actuarial Reduction:**

Effective January 1, 1979, an employee may retire at any time after attaining the age of 61, and will receive the unreduced basic benefit, plus a supplement of \$3.00 per month per year of service until age 65.

**Requirement for Retirement with Basic Benefit:**

For the period beginning June 1, 2020 and ending May 31, 2023, an employee who has attained the age of fifty-five (55) and whose sum of age and years of credited service is at least eighty-nine (89) points, may retire and will receive the unreduced basic benefit plus a supplement at \$19.50 per month per year of service until age sixty-five (65).

An employee with forty (40) years of credited service may retire regardless of age, and will receive the unreduced basic benefit, plus a supplement at \$19.50 per month per year of service until age sixty-five (65).

Employees that have reached eighty-nine (89) points during the life of this agreement will be eligible to retire

**170 Hour Rule:**

If an employee receives 170 or more hours of compensation in a year (including vacation time) he/she shall receive a credit for a year of pension service, if is on sick leave or layoff, by drawing on a bank of 1510 credited service hours in any 2 year period.

**Layoff**

However, effective June 1, 1996, an employee on layoff will continue to accrue service credit for pension purposes and will not get less than:

5 to 10 years of seniority	=	6 months
10 to 15 years of seniority	=	12 months
15 + years of seniority	=	18 months

**Broken Service:**

Pension service will not be lost if a worker is rehired within 36 months of termination, or in the case of layoffs, is rehired within 36 months or half of accumulated seniority, whichever is the greater. This would not apply if an employee withdraws or transfers the value of their pension.

**Disability Retirees:**

Effective June 1, 1999, as long as an employee is receiving benefits under the Long Term Disability (LTD) plan, he/she will continue to accrue service credits for pension purposes.

Effective June 1, 1987, in addition to normal benefit a supplement at the basic rate will be paid to age 65.

This supplement is to be offset by any Government Disability payment.

Supplements received will not (upon reaching age 65) be reduced by any amount greater than the combined total to be received by C.P.P. and O.A.S.

**Early Retirement:**

Effective January 1, 1979, pension will be reduced by 1/4 of 1% for each month between early retirement and normal retirement date (age 65)

**LETTER OF UNDERSTANDING**

It is agreed that all employees who retire during the term of this agreement, shall receive the pension increases of June 1, 2020, June 1, 2021 and June 1, 2022.

**APPENDIX "C"**  
**LABOUR CLASSIFICATIONS**

**CLASSIFICATION GROUPS**

The following are Classification Groups, as described in Article 38.5 of the Collective Agreement:

Classification Group 1    Machine Operator General I

- 1)    Machine Operator General N.C.
- 2)    Power Tube Bender N.C.

Classification Group 2    Machine Operator General II

- 1)    Power Shear Operator
- 2)    Pressure Diesetter
- 3)    Radial Drill Operator
- 4)    Saw Operator
- 5)    Power Brake Operator

**JOB DESCRIPTIONS**

025    Cleaner (Labour Group 2)

Clean offices and factory rest rooms, washrooms, floors, etc. Do yard clean up, snow removal on walkways and generally move scrap and maintenance materials. Move furniture or other equipment as required. Operate Sweeper Machine.

058    Electrical/Electronics Test Technician I (Labour Group 7)

Must have attained a two (2) year diploma program related to either Electrical Engineering or Electronic Engineering Technician diploma. Without instruction or supervision, required to inspect all types of low and high voltage A.C. and D.C. electrical circuits, equipments and motors in all commercial products. Check out and test for function of electrical equipment on commercial products at component, system and train level. Capable of performing dielectric and continuity tests as well as component system level testing activities. Operates trains on test track without supervision. Qualified to trouble shoot, correct errors and have full knowledge of wiring diagrams and installation drawings, and analog and logic circuits. May be required to remove and replace interior paneling to gain access. May replace any faulty or defective part during testing. May be required to re-terminate wires and cables as instructed. May be required to apply and/ or confirm torque connections in test. Required to complete and maintain accurate records, both manual and computer

based, related to above activities. Required to instruct other Quality Resource personnel and sign out completed vehicle documentation. Supports the build of test harnesses and equipment required for routine test.

Applications to vacancies in this classification will be subject to a qualification examination provided and evaluated by the company. An evaluation grade of 70% will be required for acceptance. The examination will consist of both practical and written components. Employees who have previously held the classification will be exempt from examination.

067 Finisher (Labour Group 4)

Capable of fine detail assembly of mechanical, structural and electrical components in commercial products to Company specifications. With minimum supervision, works from engineering drawings and methods instructional sheets and interprets quality assurance directives. Checks out installations, corrects snags and adjusts doors. Must be able to rivet and assemble sheet metal, tubing, bars and extrusions; installs decals on mechanical and electrical sub-assemblies; may be required to operate portable spot welder only. Cleans commercial products, including washing and applying cleaning compounds as required.

Perform repetitive operations on the following: upright drills, sanders, grinder, deburring machines, drill sharpener and routers. May be required to operate Rolls, Robot (plasma burning only) or Corner Cropper. May be required to assist other operators.

068 Floor Installer (Labour Group 4)

Prepare and install floor. Make acceptable for covering, apply linoleum, tile or carpeting as required, by specifications for commercial products. Floor Installers will perform Finisher duties within their production line when idle, but must be assigned any Floor Installing work within their production line before being assigned Floor Installing work elsewhere.

069 Bonder (Labour Group 7)

Operator qualification is a minimum requirement for the bonding process. Qualification is attained through in class training consisting of theoretical instruction and testing, practical training which includes passing of certification test coupons and on the job learning during which development of skills must be demonstrated. Structural bonders must be able to pass theoretical and practical exams and must demonstrate competency during on the job training to qualify to bond independently. During on the job training structural bonders must demonstrate and sign off on competency through levels of skills demonstration under supervision of a qualified and experienced bonder and by a qualified and experienced bonding supervisor.



Bonding skills and training must be kept current according to the Bombardier training and certification program. After 3 attempts, failure to meet certification requirements disqualifies the individual from this job category. The employee will not be allowed to bid or retest for a period of no less than 6 months. Recertification is required every two years (subject to change) or after not practicing structural bonding for a period of six months. Structural bonding shall not be performed by an individual who does not have a valid bonding certification card. The certification card will be revoked if the above six-month period is exceeded. If returning to structural bonding after a 6 month absence, the prospective bonder will be required to successfully complete the training course from the beginning before returning to work. The bonder will enter the on the job training from the point where it was left off. If over two years have lapsed the on the job training requirements will be started from the beginning.

During production, structural bonders are required to produce test coupons. Repeated failures may result in a loss of certification or re-testing.

The responsibilities of the certified structural bonder include, but are not limited to the following:

1. Theoretical bonding exam 70% minimum to pass
2. Certification test coupons must attain 95% cohesive failure with 3 MPa minimum failure strength, or as dictated by contract requirements.

070 Glass Cloth Worker (Labour Group 7)

Must be able to work from Operation Sheets and drawings. Have necessary knowledge of mixing plastics accurately to specifications. Prepare tools to accept glass cloth and plastics, and applies cloth and plastics to the tools, producing acceptable parts. Able to demonstrate practical skills in job functions following a program of formalized training, to be supplied by the Company.

080 Quality Inspector (Labour Group 7)

Required to carry out any inspection operation or tests on all products and processes from drawings, manuals, specifications and standards, with the use of necessary tools, jigs, fixtures, gauges and inspection test equipment, without instruction or supervision. Required to instruct other labour classifications with attaining the quality standards required of manufactured parts, sub-assemblies and movements. Will be required to make out both written and computer based quality reports and keep inspection records, check, test and sign out completed vehicles. Operates and programs Q.A. Co-ordinate Measuring Machines for routine inspections on series manufactured products. With the support of the QA Engineer if required, operates the QA co-ordinate measuring machines during development programs and investigations. Required to carry out inspection operations and tests on production assemblies, including "first-off" production or purchased parts. Required to support and validate vendor inspection and rework / repair activities conducted on supplier parts in the

plant. Works under minimum supervision. May be required to instruct or assist other inspectors.

Applications to vacancies in this classification will be subject to a qualification examination provided and evaluated by the company. Study material for the examination will be provided to the applicant five (5) working days prior to the examination being scheduled. An evaluation grade of 70% will be required for acceptance. The examination will consist of both practical and written components. The written component will be both manual and computer based.

090 Machine Cleaner (Labour Group 4)

Reporting to Primary Parts.

Perform all work as directed by Supervisor such as, daily coolant maintenance, and coolant changes, cleaning oil skimmers, dumping of waste fluids, cleaning of machines, cleaning of floor around machines, empty and clean dust collectors and change chiller filters. Also, maintain an accurate daily record on a form provided by the company.

If machines require repair, a Maintenance Millwright will be responsible for the repairs.

104 Machine Operator General N.C. (Labour Group 4, Classification Group 1)

Punch, bend, burn, cut or drill sheet plate or tubing to different patterns and configurations, utilizing necessary controls, numerical control tapes and jigs, on N.C. Machinery, including Routers, Punch Press Machines, Laser and Hydro Cutter. Will be responsible for completing pre-use inspection at the start of the shift and resolve issues by performing the following duties: cleaning oil skimmers, cleaning of the machines, cleaning of floors around machines, top up fluids if required. Will not replace the position of the Machine Cleaner.

110 Material Expediter (Labour Group 4)

Handles, counts and stocks raw and finished materials and purchased parts. Fills Pick Lists and Requisitions as requested and carries out Station Deliveries. Liaises with Planning and Inventory Control as required. Operates Raymond-type machines. Maintains Stores Records through Terminal Entry into Data Base System with regards to Entries, Issues and Transfers.

Required to ship or receive and check all outgoing or incoming materials and stock to purchase orders or packing sheets or other documents. Fabricates some packing

components such as boxes or pallets; packs and prepares for shipment all outgoing goods and materials. May be designated as operator of trackmobile. Required to move, load and prepare cars for final shipping.

Will be required to be trained as a Vehicle Driver, and on the Trackmobile, when assigned to Shipping Receiving Department.

Current Material Expeditors will be offered the opportunity to train as Vehicle Driver, for the purpose of working in Shipping Receiving. Once employees are qualified, they cannot refuse to work in Shipping Receiving. ME declining to qualify as VD will not be able to bump/transfer into Shipping Receiving.

Training must be provided.

115 Mechanical Tester I (Labour Group 7)

Without instruction or supervision, performs functional tests on Mechanical portion of the equipment (hydraulic, pneumatic, mechanical) on commercial products; performs static and dynamic testing of singular or coupled vehicles. Builds test benches for functional testing of components, systems, or train operation. Qualified to troubleshoot and correct non-conformances. Qualified to diagnose, repair, overhaul and maintain air conditioning system, including charging of system. Must have full working knowledge of schematics, diagrams, installation drawings, standards and specifications, analog and logic circuitry. Required to instruct other Quality Resource personnel and sign out completed vehicle documentation. May be required to remove and replace interior paneling to gain access. May replace any faulty or defective part during testing. May be required to apply and/ or confirm torque connections in test. Required to complete and maintain accurate records, both manual and computer based, related to above activities.

Applications to vacancies in this classification will be subject to a qualification examination provided and evaluated by the company. Study material for the examination will be provided to the applicant five (5) working days prior to the examination being scheduled. An evaluation grade of 70% will be required for acceptance. The examination will consist of both practical and written components. The written component will be both manual and computer based.

120 Metal Processor (Labour Group 4)

Operates tank equipment used to clean and process metals. Must have knowledge of requirements of tanks, control of dial settings for proper amperage to meet required specification. Operates sand or shot blast equipment, handling all types of work to be cleaned to required specifications.

145 Overhead Crane Operator (Labour Group 4)

Operates transfer table, all overhead cranes, follow hand signals or instructions of slingman; required to grease and clean equipment (exclusive of electrical). Must have previous experience on line cranes prior to transfer to Shipping and Receiving. Lifts all loads over two (2) tonnes using the Gantry and Jib Boom type cranes. Operation of crane is first priority, but junior crane operator will assist Finisher when idle. Operate all Zagro type equipment including but not limited to the Cart Caddy for moving cars inside the plant.

The company can use the Jeep Driver for Line moves only if required with first priority going to the Crane Operator.

175 Power Brake Operator (Labour Group 4, Classification Group 2)

Set up and operate all Brakes, including N.C., to produce a wide variety of bends and forms, both simple and complex, and in sheet and extrusion, blanking and piercing holes required. Must be able to set sample runs to blueprints or instructions.

180 Power Shear Operator (Labour Group 4, Classification Group 2)

Must have full knowledge of various types of materials and gauges. Set up and operate shears to produce maximum number of acceptable parts, using templates, tools or measurements. Must be able to use a Micrometer.

185 Power Tube Bender N.C. (Labour Group 4, Classification Group 1)

Required to perform a wide variety of bending operations on all types of tubing, extrusions and bar and steel stock. Operates both manual and N.C. Power Tube Benders.

190 Pressure Die Setter (Labour Group 4, Classification Group 2)

Set up a variety of punch press dies for piercing, blanking or forming any hot or cold sheet metal or extrusions.

205 Radial Drill Operator (Labour Group 4, Classification Group 2)

Performing operations on drilling equipment such as, reaming, tapping, countersinking, boring, counterboring, chamfering and spot facing on sheet metal, forgings, and castings to blueprint specifications. Set up supplied fixtures and select correct feeds and speed to suit metals. Close tolerances may be required.

212 Saw Operator (Labour Group 4, Classification Group 2)

Must be able to select blades and to set up and run all saws. Working on various materials will be required to work to close tolerances.

226 Surface Preparer (Labour Group 4)

Applies undercoats, sound deadening, primer and finish coats to all parts and assemblies. Paints sub-assemblies only. Masks, prepares and paints sub-assemblies, excluding exterior details.

Apply paint, using either brush or spray, to interior and exterior offices, factory, furniture and other similar surfaces.

May change own booth filters, including compacting, when unoccupied by painting duties. Any filter change outside of regular working hours will be done by cleaner.

230 Technical Trainer (Labour Group 7)

The Technical Trainer shall:

- Deliver classroom and practical instruction to improve the skills, abilities and behaviors of employees working in production operations;
- Works independently without supervision to assess and test the skills and abilities of employees;
- Communicates proactively with subject-matter experts and makes recommendations for improvements to training content.

Qualifications Required:

- It is understood that all trainers will be required to complete the Train the Trainer Course;
- Must have full knowledge of electrical, mechanical or other relevant technical workmanship standards to the QWS. Has strong skills and experience in production operations, both simple and complex;
- Demonstrates full proficiency in production theory, processes, tools, techniques, certifications, quality standards and health & safety. Must be able to interpret drawings associated with assembly operations, validate quality workmanship standards and be certified on all the required tools;
- Demonstrates good knowledge and application of adult teaching principles in delivery;
- Solid computer, communication and presentation skills are required and training experience is preferred.

Promotions to Technical Trainer shall be based on the interview, skill, ability, qualifications and knowledge of job as well as a minimum score of eighty (80) percent on the Written and Practical Assessments as provided and evaluated by the Company.

240 Timekeeper (Labour Group 4)

Perform the timekeeping and labour distribution for all employees in their respective departments, along with all other duties connected with same, including occasional Time Office work, as requested by Chief Timekeeper. All necessary routine with regards to transfers, absentees, overtime, resignations and discharges, along with distributions of any necessary printed or written matter to employees.

260 Vehicle Driver (Labour Group 4)

Responsible for carrying out instructions as directed by Supervisor or Team Lead on tractors, jeeps, forklifts and mobile crane vehicles, will change own tires.

262 Weld Inspector (Labour Group 7)

Without instruction or supervision, required to conduct inspection and testing operations on Welded Assemblies and structures, validating weld processes and applications, all applicable welding codes and standards, non-destructive examination and weld metallurgy. Must be able to interpret drawings associated with weld design, weld process data sheets, tools, fixtures and gauges. Required to provide input to the development of inspection reports and to complete and maintain accurate inspection reports, both manually and computer based. Operates and programs QA co-ordinate measuring machines for routine inspections on series manufactured welded components and structural assemblies. It is understood that primary duties are related to weld inspection.

With the support of the QA Engineer if required, operates the QA co-ordinate measuring machines during development programs and investigations on welded components and structural assemblies.

Must have current certification to CSA W178.2 Level 1

Weld inspectors will enroll in the CGSB 48.9712 NDT certification process. The selection of Magnetic Particle or Liquid Penetrant will be based on anticipated requirements and be fully at the company's discretion. Candidates, once enrolled, will have 12 months to apply for certification to Level 2. Training will be provided through experience gained on the job and at a certified training facility for the subject selected. Both MPI and LPI require the candidate to attend and pass a 40 hour course. All costs related to the training will be paid for by the company. Candidates will be provided three (3) opportunities at the certification examination.

Weld Inspectors currently certified at Level 2 MPI and/or LPI will be assigned oversight of the candidate during on the job training. The oversight will be evenly distributed among the Level 2 certified inspectors. Weld Inspectors so assigned shall be responsible to provide the required attestation for the candidate's application for qualification

It is understood that the company's goal is that all weld inspectors will be certified to CSA W178.2 Level 1 Visual Inspection and CGSB 48.9712 Level 2 MPI and LPI.

"In the event that no one in the Bargaining Unit is certified according to CSA W178-2, the Company will post for a WELD INSPECTOR- TRAINEE".

Bidders must successfully complete 12 modules as prescribed by CWB in order to attempt certification. Bidders must complete the 12 modules within 18 months and attain full CSA certification within 9 months of completing the final module, with a maximum of 3 attempts or the training position will lapse. Upon certification, the trainee becomes a permanent weld inspector without any further posting required. An applicant, accepted into the Weld Inspector Trainee position, who meets CWB criteria may choose to challenge the test for CSA W178-.2 on request. Should this challenge be unsuccessful, the applicant will be required to complete the required modules, as described above.

Alternatively, based on availability and requirement, the company may elect to offer a CWB W178.2 Level 1 training course. The course will be held in-plant and is generally a 10 day course with successful candidates achieving certification upon completion. The company shall state on the posting which method of certification is being offered and the quantity of candidates that will be accepted into the classification. Only the quantity of successful candidates, as stated in the posting, will be accepted into the classification and no further posting will be required. It is understood that the minimum class size and posting for this program is 10 and that not all successful applicants will be awarded the classification. A candidate's status is final upon completion of the course.

It is understood that at least one Weld Inspector certified to W178.2 Level 1 must be assigned in critical areas such as truck and underframe, with trainees assisting as necessary.

Weld inspection seniority shall be based on certification. Weld inspectors with the greatest amount of CGSB certifications shall bump those with less. For this purpose certification to CGSB Level 2 MPI or LPI shall be considered equal, but a weld inspector with both certifications shall bump the inspector with only one. Once all weld inspectors are fully certified, plant seniority shall prevail, except as noted in the trainee position. In the event of layoffs, a Certified Welding Inspector can bump trainees and a trainee who has completed the required modules can bump one who has not.

It is agreed that Weld Inspectors currently holding the position but not yet certified to CGSB Level 2 MPI and LPI will be granted a period of 18 months from September 12, 2014 to attain both certifications. Should certification(s) not be attained after this period, layoffs shall occur as defined above.

265 Welder (Labour Group 7)

Must possess knowledge of welding equipment, procedures, symbols and weld quality requirements as per the required welding codes as well as all related safety practices. Able to read blue prints and manufacturing documentation. Perform arc welding operations on ferrous and non-ferrous materials as required, including but not limited to cleaning by mechanical means, grinding, tacking, fitting, straightening and reworking. Perform all cutting/gouging operations whether gas or electric. Perform low air pressure testing of less than 15 pounds on completed weldments. Able to demonstrate practical skills in all required positions by passing tests set out by the Company and outside

authorities. May be assigned to operate robotic and/or automatic welding machines.

At minimum every welder shall be required to maintain a GMAW in either steel, aluminum or stainless steel high deposition flat and horizontal qualification. Other qualifications will be required depending on the cell and at the discretion of the company. If a failure occurs during the first or second requalification tests, the welder shall be required to participate in a training program prior to attempting another test. Failing qualification test renders that qualification void and the welder must attempt his/her retest at the next available opportunity. A third failure will result in a disqualification as a welder. The employee will not be allowed to bid or retest for a period of no less than 6 months. Company will supply protective clothing, either chaps or coveralls through the Tool Crib.

280 Welder Brazing (Labour Group 4)

Performs oxy-fuel gas welding, brazing and soldering on ferrous and non-ferrous materials as required. Able to demonstrate practical skills by passing tests set out by the Company and outside authorities. Knowledge of welding, brazing and soldering equipment, procedures and quality requirements. When not gainfully employed in classification, may perform Power Tube Bender duties.

285 Resistance Welding Operator (Labour Group 4)

Perform Resistance Spot Welding on ferrous and non-ferrous materials as required. Knowledge of welding equipment, machine set up, resistance welding procedures and weld quality requirements. Resistance Spot Welding is first priority, but may perform Finisher duties when idle.



**APPENDIX "D"**  
**CLASSIFICATION GROUPS, LABOUR GROUPS AND CORRESPONDING**  
**CLASSIFICATIONS**

**CLASSIFICATION GROUPS**

The following are Classification Groups as defined in Article 38.5 of the Collective Agreement:

Classification Group 1    Machine Operator General I

- A) Machine Operator General N.C.
- B) Power Tube Bender N.C.

Classification Group 2    Machine Operator General II

- A) Power Shear Operator
- B) Pressure Diesetter
- C) Radial Drill Operator
- D) Saw Operator
- E) Power Brake Operator

**LABOUR GROUPS AND CORRESPONDING CLASSIFICATIONS**

Group #2                    Cleaner

Group #4                    Finisher  
Floor Installer  
Machine Operator General N.C.  
Machine Operator General I  
Machine Operator General II  
Material Expediter  
Overhead Crane Operator  
Power Brake Operator  
Power Shear Operator  
Power Tube Bender N.C.  
Pressure DieSetter  
Radial Drill Operator  
Resistance Welding Operator  
Saw Operator  
Surface Preparer  
Vehicle Driver  
Welder Brazing  
Metal Processor

Timekeeper

Group #7  
Electrical/Electronics Test Technician I  
Glass Cloth Worker  
Quality Inspector  
Mechanical Tester I  
  
Weld Inspector  
Welder "A"

**RELATED CLASSIFICATION:  
RE: ARTICLE 17 - LAYOFF & REHIRE**

**Labour Group #7**

Electrical/Electronics Test Technician I  
1) Finisher  
  
Glass Cloth Worker  
1) Finisher  
  
Quality Inspector  
1) Finisher  
  
Mechanical Tester I  
1) Finisher  
  
Weld Inspector  
1) Finisher  
  
Welder  
1) Welder Brazing  
2) Finisher

**Labour Group #4**

Electrical/Electronics Test Technician  
1) Finisher  
  
Floor Installer  
1) Finisher  
  
Machine Operator General N.C. (Classification Group 1)  
1) Finisher

Material Expediter

1) Finisher

Overhead Crane Operator

1) Finisher

Power Brake Operator (Classification Group 2)

1) Finisher

Power Tube Bender N.C. (Classification Group 1)

1) Finisher

Radial Drill Operator (Classification Group 2)

1) Finisher

Resistance Welding Operator

1) Finisher

Surface Preparer

1) Finisher

Welder Brazing

1) Finisher

Power Shear Operator (Classification Group 2)

1) Finisher

Pressure Diesetter (Classification Group 2)

1) Finisher

Saw Operator (Classification Group 2)

1) Finisher

Vehicle Driver

1) Finisher

Metal Processor

1) Finisher

Timekeeper

1) Finisher

**Labour Group #2**

Cleaner

1) Finisher

It is understood that all members covered by this agreement hold the classifications of Finisher.

**APPENDIX "E"**  
**LETTERS OF INTENT**

1. Joint Job Evaluation Committee

The Company and the Union agree to set up, on an as needed basis, a Joint Committee to identify the core competencies needed for employees in classifications to progress to the highest level:

The committee will also review training and other approaches to develop the competencies that employees in classifications, will require to progress to a higher classification.

The committee of four (4) will consist of two (2) workers delegated by the Union, one (1) of which will be a senior worker from an affected classification, and two (2) representatives from management, one (1) of which will be from the departments affected and one (1) from Human Resources.

Human Resources will act as Committee Chair; the Chairperson of the Bargaining Committee will act as Recording Secretary. Resource people, requested by Company or Union committee members, will be invited to attend through the chairperson of the Committee.

2. **Travel Policy**

Employees will be reimbursed for actual meal expenses accompanied by proper and original receipts. For all meals with BT employees only, the total cost of the meals must be within the daily meal allowance (\$73 CAN / \$60 USD / € 45 per day). Cost of travel fares to location and return, will be selected, approved and paid for by the company including reasonable ground transportation.

For all offsite work, employees will be allowed to returned home every second weekend .

Hotel and apartment accommodation will be provided and paid for by the company and employees may be required to share accommodation.

The company will deduct union dues for employees working temporarily off-site and submit theses to the Union

**Hours of Work**

Employees will be paid hours, overtime and premiums as set out in the Collective Agreement. The employee must report all hours worked to the Direct Supervisor prior to the pay period cut off. The employee shall report the start and end times for each day of work.

### **Travel Time**

1. As per Bombardier guidelines, travel time is paid at straight time, regardless of the day of the week or time of the day/night.
2. Travel time will be calculated as all time spent in transit to the destination, including but not limited to flight time, ground transfers and time spent in airports.
3. If an incident occurs that is beyond the employee's control, i.e. storm, aircraft issues, delays etc. the employee will be paid additional time to compensate for extended delay within reason.
4. If the employee travels on a work day and is unable to work his or her standard hours, the employee will be paid the minimum of eight hours. The eight hours includes the travel time.

**Example:** Joe travels to Toronto on Monday morning he is entitled to hours for travel time as per point 2. If he is unable to work in Toronto on the Monday due to circumstances beyond his control, he will be paid a total of eight hours. If Joe travels on Sunday and does not work that day, he will be paid hours of travel time only as per point 2.

5. Every effort will be made to ensure that the employee is both properly supported while away and compensated properly for that travel time and work off-site.

### 3. New Welders

The company and the union agree to the following steps and guidelines for the Welder Progression program.

- a) Weld Tech takes the list of Welder employees not at full job rate. Employees are listed in seniority order.
- b) Employees are eligible for a Welder wage increase once they become a seniority employee and upon successful evaluation.
- c) Weld Tech to use standard evaluation form. They will evaluate employees in 4 criteria:
  - Knowledge of the Welding Process in their current cell, ability to troubleshoot problems associated in process, setting parameters. Evaluation of the modes of metal transfer, ability to create welds without defect;
  - Ability of the employee to follow Bombardier's safety policies and safe work practices and procedures, wears PPE, reports unsafe work, etc;
  - Peer/Supervisory Evaluation: feedback from supervisors, inspectors and charge hands to determine the employee's ability to perform as a team player and ability to complete work on time and production of a quality product;
  - Understanding of the SMB understanding and utilizing methods of instruction uses tools as appropriate and follows the recommendations

of Team Leads, supervisors, welding technologists and other experienced employees.

- d) Employees will be evaluated in their current work cells and/or where they normally perform their work.
- e) Weld Tech will follow a process of reviewing employee skill sets in seniority order.
- f) Welders, who bid out of the Welding classification and accept another position within the Company, will return to the regular production wage progression grid based upon their service with the Company.

Eg: Welder at a L2 wage, who obtains full Welder rate through this evaluation and then becomes the successful bidder for a Finisher position, would revert back to Finisher L2 wage.

- g) Once given an increase in the Welder progression rate, that increase rate will remain in effect until the employee progresses to full job rate.
- h) If an employee has been provided a Weld Tech assessment, the results and the assessment and associated recommendations will be forwarded to HR for review. Successful employees to advance in wages will be provided written notification.
- i) Any opportunities for improvement and areas of performance enhancement will be shared with the employee by the Supervisor and Weld Tech for the purposes of future evaluations.
- j) Employees who have not attained full job rate will have the opportunity to use the feedback from Weld Tech and the Supervisor, to have another review period in 3 months from the first Weld Tech assessment.

4. Agreed principles to enter a treatment centre for drug/alcohol addiction:

Confidentiality will be respected by both Company and Union. All released information forms are to be shared by both Union and Company.

Company to pay for the Family Services assessment and referrals and medical reports (as required)

The Substance Abuse Disorder Committee Chair to be present when assessments take place.

Reports will be used in placing individuals in a treatment centre paid by OHIP e.g. Timmins, Elliot Lake or Sudbury (for women).

Referral and Treatment Centre reports to be available to Union, for after care, referrals, and monitoring by the Substance Abuse Committee Chair and Company.

The following procedure will be in place to implement referrals:

If either member of the Joint Substance Abuse Committee is approached, the Company and Union Chairs will meet to review the individual's needs and, if needed, facilitate assessment and referral of the individual, in conjunction with the Company Benefit Representative.

The Committee will recommend that medical release forms and progress release forms be signed in order to assist the individual in maintaining employment.

The Individual will then contact the Thunder Bay Counseling Centre to set up a date and time for an appointment. Once the appointment is arranged, it is recommended that the Union Substance Chair accompany the individual to the assessment.

If the Company or Union Committee Chairs are qualified to make referrals directly, the Thunder Bay Counseling Centre need not be accessed.

The Company will enter into an agreement with the Thunder Bay Counseling Centre or its equivalent successor agency to provide assessment services.

5. Apprentices

The Company further agrees to hire one (1) Pipefitter.

6. The Company and the Union agree that for all projects outside vendors will be allowed to deliver parts from a receiving door in any bay to a designated storage area as agreed to by both parties. The quantity of such parts will be discussed and agreed to by both parties prior to execution. It is understood that if equipment is required to remove items within the plant it will be operated by Unifor members within their proper classification.

7. The Company will conduct a flexibility study on upgrading the Unifor parking lot, i.e. paving and electrifying. If the project goes ahead, and employees assigned a parking space, the follow condition will apply:

For employees parking on company premises where electricity is provided, a monthly fee of twenty-five (25) dollars will be deducted from their paycheque from November 1 – March 31. For employees parking on company premises where electricity is not provided, a monthly fee of ten (10) dollars will be deducted from their paycheque. Monies collected will be used for the upkeep and maintenance of employee parking lots.

8. The Company and the Union agree that benefit plan with the current carrier will reflect a change in the Dental benefits. The Company agrees that with regards to scaling of teeth, the benefit will be increased to 6 units every twelve (12) months.



9. During negotiations the parties discussed the Company's potential need and implementation of a seven day operation. As a result, the following was agreed to:

Should the Company be fully utilizing a five day, twenty four hour schedule, the Company and the Union will meet to negotiate a seven day operation as required to meet production demands. It was also agreed that the parties will use the seven day operation memorandum that was agreed to in 2004 will be used as a starting point in establishing additional shifts to cover a twenty four hours, seven days a week schedule.

When an employee has been issued discipline for excessive lateness, should that employee improve his or her performance by having exemplary attendance (improved lates, no excessive absenteeism) for six (6) months, the last occurrence of discipline issued will be removed from the employee's file.

LETTER OF INTENT  
BETWEEN  
Bombardier Transportation Canada Inc  
Thunder Bay Plant  
And  
UNIFOR  
Local 1075

The Company and Union agree to begin meeting within 6 months of the date of this letter to discuss the potential movement of the Electrical Tester, Mechanical Tester, Mechanical Inspector, Weld Inspector, Glass Cloth Worker and Welder Classifications to a Skilled Trades classification which may include options as set out below:

1. Employees within the Electrical Test Technician Classification are required to successfully complete the Electronic Service Technician program (Trade Code: 416E), subject to availability.
2. Employees within the Mechanical Tester Classification are required to successfully complete the Hydraulic/Pneumatic Mechanic program (Trade Code: 277Z), subject to availability.
3. Employees within the Weld Inspector Classification will be eligible for the Skilled Trades rate upon successful completion and maintenance of MPI and LPI certifications.

A committee will be established comprising of equal members of Union and Management.

DATED: May 17, 2016

For the Union

  
Ron Frost  
Bargaining Committee Chairperson

For the Company

  
George Gasbarrino  
Director, Human Resources

## MEMORANDUM OF UNDERSTANDING

During the current negotiations, the parties had a great deal of discussion surrounding the duties of the Carpenter classification at Bombardier Transportation Canada Inc. Due to the lack of Carpenter work on an ongoing basis, and the ability for the Company to keep these employees fully employed in the trade, the Company said they would like to exit the Carpenter business. The Company also informed the Union that the practice of Unifor Carpenters shadowing contractors on Carpenter work that we do not normally perform will cease.

The parties agreed to present the following proposal to the employees on a non-precedent basis, in this classification, to exit the Carpenter classification at Bombardier Transportation Canada Inc.

The proposal being presented to exit this classification will include these employees receiving three (3) equal payments of \$5,000 paid on ratification date, June 1, 2009 and June 1, 2010. If the employee retires, quits or dies prior to receiving all of the payments, the monies owing will be paid to the employee prior to them leaving Bombardier and in the case of death to the estate.

It is understood by the parties that if all the employees currently classified in the trade do not agree to these conditions, then they will continue to hold the right to perform Carpenter work they normally would perform within Bombardier, and will continue to hold seniority in the classification and have the continued rights to perform Carpenter work they have historically performed.

During this Negotiations, the parties have identified work which is not considered historically performed.

The signatures of the employees indicate that they fully agree to forfeit their rights to the Carpenter classification on the basis of the payment schedule agreed to above. The employees will maintain the right to work within the production group.

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## General Agreement Abbreviations

A.C.	Alternating Current
D.C.	Direct Current
C.O.L.A.	Cost of Living Adjustment
E.A.P.	Employee Assistance Program
E.S.A.	Employment Standards Act
W.S.I.B.	Work Place Safety Insurance Board
M.R.B.	Material Review Board
N.C.	Numerically Controlled
C.N.C.	Computer Numerically Controlled
Q.A.	Quality Assurance
M.E.	Material Expeditor
V.D.	Vehicle Driver
W.I.	Weekly Indemnity
C.L.C.	Canadian Labour Congress
O.F.L.	Ontario Federation of Labour
P.E.L.	Paid Education Leave
R.S.O.	Revised Statutes of Ontario
S.O.	Statutes of Ontario
C.P.I.	Consumer Price Index
Q.W.S.	Quality Workmanship Standards
C.P.P.	Canadian Pension Plan
S.T.D.	Short Term Disability
L.T.D.	Long Term Disability
H.V.A.C.	Heating Ventilation Air Conditioning
B.T.U.	British Thermal Units
O.A.S.	Old Age Security
M.P.I.	Mag Partial Inspection
L.P.I.	Liquid Partial Inspection
I.E.	Id Est or "That Is"
P.P.E.	Personal Protective Equipment
H.R.	Human Resources
U.S.D.	United States Dollar
E.T.C.	Et Cetera
R.R.	Rural Route
T.P.M.	Total Productive Maintenance
K.P.I.	Key Performance Indicators
Art	Article
D.I.N.	Drug Identification Number
C.S.A.	Canadian Standards Association
N.D.T.	Non Destructive Testing

C.G.S.B. Canadian General Standards Board

C.W.B. Canadian Welding Bureau

G.M.A.W. Gas Metal Arc Welding