



CONVENTION COLLECTIVE

ENTRE BOMBARDIER INC. ET UNIFOR (SECTION LOCALE 62)

2019 - 2022

BOMBARDIER



UNIFOR

section locale 62 | Québec

11865 (07)

COLLECTIVE AGREEMENT

(2019-2022)

BETWEEN

Bombardier Inc.

hereinafter referred to as “the Employer”

AND

Unifor



hereinafter referred to as “the Union”

The French version of the present Collective Agreement is the official version.

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ARTICLE 1 PURPOSE

1.01 The general purpose of this Agreement is to recognize the respective interests of the employees and the Employer, to establish and maintain the means of settling any disagreements or grievances which may possibly arise and provide steps to resolve them quickly and equitably, to determine the tasks and salaries of all employees covered by this Agreement, and to promote and improve labour relations between the Employer and the employees.

ARTICLE 2 SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as being the exclusive bargaining agent for all the employees covered under the present Agreement. The employees thus represented constitute the Bargaining Unit and the provisions of this Agreement only cover the members of the Bargaining Unit.

2.02 If, over the duration of this Agreement, the Employer transfers one or more of its activities to a new location, within a radius of two hundred (200) kilometres from the present Administrative Centre (AC) within the province of Quebec, the present Agreement will then cover the employees hired to perform these activities, under the provisions of Quebec's Labour Code.

2.03 For the purposes of this Agreement, the term employee covers all employees who are entitled to become members of the Union, i.e. all employees except those who are part of the office staff or those holding a management position, supervisor or above. It expressly excludes managers, office staff, commercial representatives, pilots, production line professional technical staff, security agents, cafeteria employees and stationary engineers.

2.04 The Employer agrees that the work normally executed by the members of the Bargaining Unit shall not be done by other employees except:

- a) for training purposes;
- b) in the event of a disaster such as a fire, power failure, accident or injury of an employee or a fortuitous event;
- c) in cases of unforeseeable emergencies and short periods where no employee of the Bargaining Unit is available to perform the work.

There is no exemption without the mutual consent of the Employer and the Union.

ARTICLE 3 MANAGEMENT RIGHTS

3.01 No provision of the Collective Agreement shall be interpreted as limiting the Employer in any way in the exercise of its management functions. These functions are performed in a manner consistent with all the provisions of this Agreement. It is the function of the Employer to administer and manage the company and lead the workforce. Without restricting the generality of the foregoing, its rights and functions include:

- a) The responsibility for the management, operation, extension and curtailment of business and operations; the authority to direct, transfer, promote, demote, discipline and discharge employees for proper cause; the right to organize and supervise the work to be performed by the employees, to direct them in the course of their work, to maintain discipline, order and efficiency, to determine the products to be manufactured and their design, the methods, processes and means of manufacturing and operating, the type and location of machines and tools to be used, to determine production standards and the type and quality of materials to be used in manufacturing. Notwithstanding the above, these rights and functions do not prevent any employee who considers himself to have been unfairly treated to lodge a grievance in accordance with the provisions stated in this Agreement.

- b) The right to adopt, amend or revoke reasonable regulations that employees must follow, as long as these regulations are not in conflict with the provisions of this Agreement.

ARTICLE 4 NON DISCRIMINATION

- 4.01 No intimidation, threat, coercion or discrimination may be exercised or attempted by the Employer or the Union against an employee because of his Union membership or his function as steward or officer or member of a Union Plant Committee, or his participation in Union activities, or the fact that he is involved in a grievance, or because of his race, beliefs, colour, sex, age, civil status, pregnancy, political opinions, language or ethnic origin, social condition, sexual orientation or disability. This in conformity with the Charter of Rights and Freedoms, as applicable.

- 4.02 The Employer acknowledges his obligation to maintain a work environment free of any form of harassment. For its part, the Union agrees to cooperate and promote an environment free of any harassment and to strive to ensure that the fundamental rights of all employees are respected.

- 4.03 It is understood that whenever the masculine gender is used in this Agreement, it shall include the female gender. The use of the masculine gender is only to alleviate the text and to facilitate its reading.

ARTICLE 5 UNION REPRESENTATION

- 5.01 The Employer hereby recognizes that the Union Plant Committee deals with any questions relating to the present Agreement, its application, its interpretation, or any problem arising from this Agreement between the Employer and the employees or the Employer and the Union, including negotiations for the renewal of this Agreement. Furthermore, the Employer recognizes that Shop Stewards deal with grievances in the manner specified in the Collective Agreement. The Shop Stewards may also be called upon to take part in preventive inspections related to occupational health and safety.

- 5.02 For the duration of this Agreement, the Union Plant Committee is composed of one (1) President and four (4) Committee Persons who are permanently assigned to the day shift and released by the Employer for forty (40) hours per week, without loss of pay, to fulfill their obligations as described in paragraph 5.01.
- 5.03 The number of Shop Stewards is determined based on the number of members in the unit, i.e. one (1) steward for every fifty (50) employees. The Shop Stewards have the time required to fulfill their obligations as described in paragraph 5.01, without loss of pay. They are allowed to leave their work station upon receiving authorization from their immediate supervisor, and such authorization cannot be withheld or delayed without just cause.
- 5.04 The Union agrees to provide the Employer with a list of Shop Stewards and of the Union Plant Committee upon the signing of the Collective Agreement and thereafter, whenever there are changes among the representatives.

The Employer authorizes one (1) meeting not exceeding two (2) hours per period of two (2) weeks, without loss of pay, of the members of the Union Plant Committee, the Shop Stewards, the prevention representatives, the labor delegate and the social representatives.

The parties agree that these two (2) hours are an integral part of the normal work schedule. In case of employees whose normal work schedule does not correspond to the day of the meeting, the two (2) hours will be recovered according to the operational needs by the end of the first or last day of the following regular work week.

In case of operational emergency, the Employer can require the Shop Stewards to complete their regular work shift. The corresponding hours are compensated according to the Collective Agreement terms and conditions pertaining to overtime.

- 5.05 Following advance notice to the Employer of at least twenty-four (24) hours, the Employer allows the National Representative, during regular working hours, to meet the Union Plant Committee in the workplace, or to be present to attend a meeting with the Employer accompanied by one (1) Union representative.
- 5.06 Employees who wish to leave their work station to consult their Shop Steward during working hours can do so without loss of pay, provided that they obtain prior authorization from their supervisor, and this authorization is not withheld or delayed without just cause.
- 5.07 Union notices are posted in the plants by the Union at mutually agreed upon locations on locked billboards assigned for that purpose, and provided that they are signed by an official Union representative.
- 5.08 Upon request from the Union, at least three (3) working days in advance, the Employer will grant a leave of absence without pay to the employees identified by the Union, to attend Union activities. The Employer cannot refuse such leaves without just cause, and must confirm the leave within two (2) working days following the request. Any request for Union leave as prescribed above must be submitted in writing to the supervisor, with a certified copy to the Human Resources department.

In addition, the Employer will grant a leave of absence without pay not exceeding thirty-six (36) months and renewable for Local Union administration purposes outside of the plants, provided the Union submits a written request to that effect at least five (5) working days in advance. Such a leave cannot be granted to more than five (5) employees at a time, out of which only two (2) employees may split it into days.

- 5.09 In all cases of absence for Union activities, as provided in article 5, employees will continue to benefit from the provisions of the Collective Agreement as if they had remained at work.

- 5.10 In all cases of absence without pay for Union activities, the Employer pays the salary and the Union reimburses the Employer within thirty (30) days following the receipt by the Union of the account identifying the employees' absence periods.
- 5.11 The Employer continues to provide the present offices and office equipment to the Union, free of charge. In the facilities where the Employer cannot provide a permanent office, he will grant access to a lockable room, where the Union can hold its meetings.
- 5.12 The Employer allows the Union to meet newly hired employees, without loss of pay and during working hours, in order to hand them one (1) copy of the Collective Agreement and conduct a presentation on Union affairs. This weekly meeting will last no more than two (2) hours.

ARTICLE 6 UNION SECURITY

- 6.01 An employee who, at the moment of the signature of this Agreement, works for the Employer and is a Union member in good standing, and any employee who becomes a member in good standing thereafter, must, as a condition for maintaining his employment, remain a member in good standing for the duration of this Agreement. However, the Employer is not obliged to dismiss an employee by reason of his expulsion or suspension from the Union or of the Union's refusal to accept his membership.
- 6.02 An employee who is hired as of the date of signing of this Agreement must, as a condition for maintaining his employment, become a member in good standing of the Union within a period of one (1) month following the signing of the Agreement or upon expiry of the probation period provided in paragraph 9.02, as the case may be, and remain as such for the duration of this Agreement. Employees who are excluded from the Bargaining Unit but who are transferred to it are subject to this article within a period of one (1) month following the date of their transfer to the Bargaining Unit.

6.03 The Employer agrees to deduct from each weekly pay of each employee subject to this Agreement, in accordance with the status and regulations of Unifor, an amount equal to the Union dues and, in the case of new employees, the initiation fee, and to forward these deductions by cheque, each month, as soon as possible but at the latest on the fifteenth (15th) day of the month following the deduction, to the Financial Secretary of the Local Section. At the same time, the Employer shall forward the payroll list of employees from whom such amounts were deducted to the Financial Secretary of the Local Section as well as to the President of the Union Plant Committee. This list also includes the names of inactive employees as well as the reason for their absence.

In addition, the Employer enters the current and cumulative amounts of the deductions for Union dues on each employee's pay stub, and enters the total amount of Union dues deducted in the course of the fiscal year on the individual T4 and Relevé 1 forms or any other equivalent forms.

The Union must inform the Employer in writing regarding the amounts of the Union dues and the initiation fee in accordance with the constitution and by-laws of the Union. Any change to these amounts will be in effect within thirty (30) days following receipt of said notice by the Employer.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 Grievance means any disagreement pertaining to the application, interpretation or alleged violation of the Collective Agreement.

7.02 The parties agree to settle grievances as expeditiously as possible, during working hours. To this end, the employee and the Shop Steward may take the necessary and reasonable time required to discuss the issue following the authorization by their supervisor.

7.03 Before submitting a grievance, the employee must try to solve his problem with his supervisor. He is accompanied, if he so wishes, by his Shop Steward.

7.04 If no agreement is reached as per paragraph 7.03 above, the following procedure applies:

a) First step:

The grievance is presented in writing to the manager concerned, with a copy to the Human Resources department, within ten (10) working days following the event subject to the grievance or following the moment the employee or the Union becomes aware of it. The manager or his representative answers in writing to the person that has presented the grievance within five (5) working days following the presentation of the grievance.

b) Second step:

If the grievance is not settled within the period prescribed at paragraph 7.04 a), the Union has five (5) working days to submit the grievance to the second step. If the grievance is submitted to the second step, a meeting must be held within ten (10) working days with the Operations Director concerned or his representative. The decision of the Operations Director or his representative is forwarded in writing to the President of Union Plant Committee within ten (10) working days after the meeting prescribed above.

If the grievance pertains to a suspension or a dismissal, it must be directly submitted to the second step. If the grievance involves several employees reporting to different directors, or if it is filed as per paragraph 13.04 of the present Collective Agreement, it has to be submitted to the Human Resources department, considered in such circumstances as being the second step of the grievance settlement procedure.

c) Arbitration:

If the grievance is not settled within the period prescribed in paragraph 7.04 b), the Union can then, within ten (10) working days following the deadline of the above mentioned period, submit the grievance for a hearing before an Arbitrator under the provisions of paragraph 7.07.

7.05 The parties attempt to agree on an arbitrator from Quebec's official list of arbitrators.

In the absence of an agreement, the parties may agree to ask Quebec's Minister of Labor and Manpower to designate an arbitrator.

Grievances regarding dismissals, lay-offs and call-backs referred to arbitration and that have a monetary aspect will be placed at the top of the list. The parties agree that these grievances must be heard within six (6) months by an arbitrator, as stipulated in the first paragraph of this article, or, if this arbitrator is not available within this time frame, by the Service Arbitrage Accéléré Inc. process, depending on the availability of the parties.

7.06 No grievance can be rejected for a defect in form.

7.07 The delays prescribed in article 7 are mandatory, unless the parties give their written consent to extend them.

7.08 It is agreed that if a grievance is not pursued to the next step or if no grievance is submitted in a specific case, such failure to pursue or submit a grievance does not create a precedent with regard to any future recurrence of the incident that gave rise or that might have given rise to a grievance. Any settlement reached following a grievance must be subject to a written agreement between the Union and the Employer. This agreement is binding to the parties involved and the employee concerned, without creating a precedent.

7.09 The Employer does not attempt to settle a grievance with a plaintiff in the absence of the Shop Steward who submitted the grievance or his authorized representative.

7.10 In cases involving a disciplinary sanction or a dismissal, the burden of the proof rests with the Employer.

7.11 The arbitration award is final and binds the parties and becomes effective on the date stipulated by the Arbitrator.

7.12 The Arbitrator may only interpret or apply the provisions of this Collective Agreement and may in no case add to, subtract from or modify it. Whenever the incident causing the grievance involves a loss of earnings or other benefits, the Arbitrator is empowered to order that such a loss or part of the loss be reimbursed or restored. Moreover, he may order payment of interest at the statutory rate, from the filing of the grievance, on any amount due under the award he has made. In a disciplinary case or dismissal, the Arbitrator is empowered to reduce or annul the penalty or the dismissal, according to what seems just and equitable to him under the circumstances.

7.13 The fees and expenses of the Arbitrator shall be borne equally by the parties hereto.

ARTICLE 8 STRIKE OR LOCK-OUT

8.01 Any strike, lock-out or any form of concerted cessation or slow-down of work is forbidden in any circumstance for the duration of the Collective Agreement. The Union agrees to neither order, encourage, nor support any activities that would result in limiting or stopping production.

8.02 When access to a facility of the Employer becomes impossible due to a legal picket line, employees who are unable to report to work are not subject to any disciplinary measure.

ARTICLE 9 SENIORITY

9.01 For the purposes of this Agreement and unless otherwise stipulated herein, seniority means the length of service in the Bargaining Unit.

For the purposes of this Agreement and unless otherwise stipulated herein, layoff means the temporary suspension of the labour contract between the Employer and the employee. The laid-off employee may therefore be called back to work. He keeps his employment relationship for the duration of his lay-off and his contractual relationship is maintained.

9.02 A new employee will be considered to be in a probationary period for three (3) months worked following his hiring. This period excludes any leave of more than one week, except for a CNESST case. Afterwards, his seniority will date back to his latest hiring date. An employee in a probationary period has no seniority rights. It is understood and agreed that, during this period, any dismissal is left to the discretion of the Employer.

For the purposes of the application of this article, a week begins on Saturday and ends the following Friday.

9.03 Whenever an employee with seniority rights is not present at work due to an authorized leave of absence, disciplinary suspension, illness, injury, or any other valid reason, his seniority continues to accumulate during such an absence, unless otherwise stipulated in the present Agreement.

9.04 Whenever an employee is laid off, his seniority continues to accumulate during the period of time that his name appears on the recall list only for the purposes of the application of seniority rules as well as for annual vacation as stipulated in article 16.

9.05 When an employee is transferred to a position excluded from the Bargaining Unit within the establishments referred to in the accreditation, his seniority continues to accumulate for a cumulative maximum period of three (3) months over the duration of this Collective Agreement. Vacation weeks as well as statutory holidays of more than one (1) day are excluded from this period of time. During this period, he can return to the position he had before his transfer outside the Bargaining Unit, upon request from him or his Employer. The employee loses his seniority if he is still in a position excluded from the Bargaining Unit at the end of this period of three (3) months.

When an employee is transferred to a position excluded from the Bargaining Unit within an establishment other than those referred to in the accreditation, his seniority is automatically lost.

9.06 Notwithstanding any contrary provision herein, an employee with acquired seniority rights who is not present at work due to an authorized leave of absence, illness, injury, disciplinary suspension or any other valid reason, is considered as an incumbent of his position. Upon his return to work, he automatically resumes his position, unless he is unable to satisfy the normal requirements of the work to be performed within a reasonable period of time; in such a case, the provisions of article 9.12 or article 9.14 apply, as the case may be.

However, if during such absence, changes of the personnel of his position have occurred due to the application of the seniority provisions of his Agreement, he is then considered as having been reassigned, unless upon his return, the incumbent in his former position has less seniority.

9.07 The Employer provides the Union once (1) per month with a list (in electronic format) of all employees included in the Bargaining Unit, including those who are laid off and have recall rights, indicating their name, employee number, seniority date, position, salary rate, work shift and establishment.

The Employer also provides the Union with a list indicating the supervisors and the lead hands, four (4) times a year.

9.08 When two (2) or more employees have the same seniority date, their names will appear on the seniority list in order of their employee number in accordance with article 9.01, the one with the lowest employee number having the highest seniority, and so on.

9.09 An employee loses his seniority rights:

- a) when he voluntarily quits his employment;
- b) when he is dismissed for a just and sufficient cause and this action is not reversed or modified by the parties or by an Arbitrator;
- c) when he is absent from work for five (5) consecutive working days, without notice, without authorization or without valid reason. In such a case, the Employer advises a Union Plant Committee representative and, the following day, the employee is notified of his termination of employment in writing, at the last address appearing in the Human Resources department records, unless he can demonstrate in a satisfactory way that he was unable to notify his supervisor;
- d) when he fails to report to work on the first working day following the expiration of an authorized leave of absence without notice or without valid reason;
- e) when he is absent from work on account of an accident or illness unrelated to the Act Respecting Industrial Accidents and Occupational Diseases for a period exceeding thirty (30) consecutive months;

When he is absent from work on account of an occupational accident or illness for a period exceeding thirty-six (36) consecutive months. However, if he subsequently presents himself to the Employer with proof of his fitness to resume work, the Employer may rehire him,

provided that there is a vacancy. If the employee is rehired, he will regain the seniority he had at the beginning of his absence;

- f) when he fails to notify the Employer within three (3) working days of his intention to return to work and he fails to return to work within five (5) working days following an adequate recall notice sent by the Employer to his last known address, as indicated in the Employer's records. A copy of said notice must be sent to the Union at the same time. The employee can return to work ten (10) working days at the latest after the recall notice if he demonstrates he has other employment. However, the provisions of this subparagraph are not applicable when the employee provides a valid reason for not having notified the Employer and not having reported to work within the allowed time.

- g) when he was laid off for lack of work for a period exceeding the duration of his recall rights as provided in article 9.16.

Reduction of manpower

- 9.10 Any employee having acquired seniority rights must receive a notice of at least ten (10) working days; otherwise he will receive his regular salary rate for this period before any layoff. A copy of said notice must be sent to the Union at the same time.

- 9.11 In any case of reduction of manpower, the employees having no acquired seniority rights will be the first to be considered in surplus in the position affected by the reduction of manpower. If the reduction of manpower extends further, it will be done in reverse order of acquired seniority rights for the employees in the position affected by the reduction.

9.12 When an employee is in surplus in his position, he can make one of the following choices:

- a) Accept the layoff and have his name written on the recall list;
- b) Apply for any vacant position in accordance with the provisions of article 9.19;
- c) Exercise his seniority rights to displace an employee with less seniority in another position, as prescribed in Appendix B, except for the case he cannot meet the requirements of the work to be done after a familiarization period of fifteen (15) working days, when he receives training as needed. This period excludes any leave of more than one week, except for a CNESST case;
- d) Exercise his seniority rights to displace an employee with less seniority in any position he has previously had within the Bargaining Unit.

The surplus employee affected by a manpower reduction must indicate his choice to the Employer within four (4) working days following the receipt of his choice letter.

Further to the application of article 9.12, employees with the most seniority in the department where they remain in surplus are offered, by order of seniority, vacant positions, as applicable, as well as those positions made vacant by laid-off employees.

If there are not enough volunteers, employees with the least seniority in the department where he remains in surplus will be moved.

9.13 For the purposes of this article, the parties agree that the members of the Union Plant Committee have preferential seniority and they cannot be either laid off or displaced as long as there is work assigned to the Bargaining Unit in their respective jurisdictions, unless such employees who remained at work cannot meet the normal requirements of the work to be performed within a reasonable period of time.

The same provisions apply to the President, Vice President, Recording Secretary, Financial Secretary of the local section in their respective positions, to the prevention representatives, to the social representatives and to the labor delegate.

9.14 When an employee is suffering from a temporary disability that prevents him from performing the duties of his position in whole or in part, the respective employee may work in another suitable position or in his own position modified as prescribed by his attending physician and for the duration of his disability only. In such cases, the parties may, upon mutual agreement, waive the seniority rules.

When an employee is suffering from a permanent disability that prevents him from performing the duties of his position in whole or in part, the parties have the option, upon written agreement, to waive the stipulations of the present Agreement and establish special working conditions.

However, it is understood that this employee cannot take the place of an employee with more seniority.

9.15 The Employer must establish and maintain an updated recall list and a reassignment list and send a copy to the Union on a weekly basis.

The recall list includes the names of all the employees who have acquired seniority rights and are laid, as well as their original position.

The reassignment list includes the names of all employees with acquired seniority rights who are reassigned due to a manpower reduction, as well as their original position.

The original position is the position held by the employee the first time he appears on the recall or reassignment list. This position will not change as long as the employee appears on one of these two lists.

- 9.16 The name of an employee who was laid off or displaced by reason of a layoff is listed and maintained on the recall list for a minimum period of twenty-four (24) months or for a period equal to his acquired seniority up to a maximum of forty-eight (48) months counted from the date of layoff, transfer or displacement.

The name of an employee who was reassigned due to a manpower reduction is listed and maintained on the reassignment list until he accepts to return to his original position. This list is reviewed annually.

Increase of manpower

- 9.17 In cases involving an increase of manpower, the following procedure applies:

Employees whose names appear on the recall list or the reassignment list at the time the need for an increase in manpower is established are recalled in the order of their acquired seniority rights, provided that they meet the normal requirements of the work to be performed.

An employee meets the normal requirements if:

- a) the position affected by the increase of manpower is the employee's initial position. If the employee is in a reassignment position during this recall, he cannot decline if employees are laid off in his reassignment position;

- b) the position affected by the increase of manpower is a position the employee has previously held within the Bargaining Unit;
- c) the position affected by the increase of manpower is a position the employee is able to fill as per the provisions of Appendix B;

9.18 An employee whose name appears on the recall list may refuse to return to work without losing his seniority for one of the following reasons:

- a) He is recalled for a temporary period not exceeding eighty (80) working days;
- b) He is recalled for a position other than the original one he held at the moment of his lay-off;
- c) He is recalled for a position with a lower remuneration than the one he had before his lay-off;
- d) He is unable to return to work because of an illness or accident; in such a case, a leave of absence will be granted as per the provisions of article 9.06.

An employee who has refused to return to work as per paragraphs a), b) and c) will not be recalled again according to the same paragraphs, unless he sends a written notice to the Employer informing him of his availability for such work.

Movement of personnel

9.19 When the Employer wishes to fill a permanent vacancy, he will comply with the following provisions.

The Employer posts a written notice at the agreed upon locations from Thursday to Tuesday inclusively, and sends a copy thereof to the Union.

The posting must indicate:

- Position
- Plant location
- Department
- Number of vacant positions
- Required licence or certification

Any employee may apply for a posted position by filling out the form provided for this purpose and a copy of the form will be forwarded to the Union.

The members of the Union Plant Committee or the Shop Stewards may fill out and submit application forms on behalf of employees who are absent from work for legitimate reasons.

Any vacant position is given to the employee who has submitted an application and who meets the normal requirements and holds the required licence or certification. If several employees meet these requirements, seniority will then be the prevailing factor.

Any employee thus selected will have to be able to fill the position within ten (10) working days after he was given the position, except for his annual vacation period or an external assignment at the Employer's request.

A vacant position is posted and filled according to the job descriptions and requirements provided in Appendix A.

If no employee meets the requirements of the position, the Employer may hire someone externally to fill the vacant position.

The Lead Hand positions are selected in accordance with article 20.01.

Any vacant position thus posted must be filled within ninety (90) working days following the expiration of the posting period. Should it not be filled within that period, the vacant position is automatically cancelled and must be posted again if the Employer decides to fill it.

Once (1) a month, the Employer will provide the Union with the list of positions that have been filled as well as the names of the employees who have obtained said positions.

All employees who have not been selected receive a written answer indicating the reasons why they have not been selected.

9.20 An employee who, following the application of this article, is permanently transferred to another position may, within fifteen (15) working days following the transfer, choose to return to his previous position provided that the position is held by an employee with less seniority. Otherwise, he is deemed to have been displaced. He may also be returned by the Employer to his former position by the end of this fifteen (15) working days period. These periods exclude any leave of more than one week, except for a CNESST case.

9.21 When an employee refuses a position obtained as per article 9.19, such action is without prejudice to the subsequent exercise of his acquired seniority rights. However, an employee may make two (2) movements per calendar year. An employee's refusal of a position obtained as per article 9.19 constitutes a movement for the purposes of the application of this article.

ARTICLE 10 DISCIPLINE

- 10.01 Any employee has the right to access his disciplinary file at any time, upon making an appointment with a representative of Human Resources in the facility. Such appointments are held within one (1) week at the most.
- 10.02 In the event an employee is involved in an outstanding grievance related to a disciplinary measure, the Union has the right to receive the employee's previous disciplinary measures in order to provide him with a full and complete defence.
- 10.03 When the Employer takes disciplinary action against an employee, he must do so in writing within ten (10) days of becoming aware of the facts that have led to the disciplinary measure. A copy of the disciplinary measure is submitted to the Union.
- 10.04 If an employee signs a notice concerning a disciplinary case, he does so only to acknowledge that he has been notified; the fact he signed the notice does not constitute in any way an admission of his guilt.
- 10.05 In the event the Employer convenes an employee for a disciplinary measure concerning him, the employee is accompanied by a Shop Steward, unless the employee asks the Steward to withdraw.
- 10.06 Any disciplinary measure against an employee as well as any mention of suspension is removed from his file after twelve (12) months, except in the case of a repeated offence of the same nature, in which case the duration is eighteen (18) months. No complaint or mention of suspension shall be invoked against the employee after the above-mentioned cancellation.
- 10.07 Demotions cannot be imposed for disciplinary reasons.

ARTICLE 11 HEALTH AND SAFETY

11.01 The Employer, the Union and the employees agree to comply with the applicable laws pertaining to occupational health and safety.

11.02 The Employer must take the necessary measures to protect the health, safety and environment of the employees at work. For its part, the Union cooperates in the promotion of the best practices in terms of health, safety and the environment among the employees of the Bargaining Unit. Moreover, the employee takes all necessary measures to protect his own as well as other employees' health, safety and environment.

11.03 The Employer:

- a) provides employees with personal protective equipment (including winter coats, boots, tuques, mittens and raincoats) as necessary or when required by the Employer or under government laws and regulations. Employees are responsible for such equipment and clothing;
- b) is responsible for providing employees with appropriate safety glasses, whether or not corrective lenses are required. When corrective lenses are prescribed, the employee will select the desired frames from the variety approved by the Health and Safety Committee.

Safety glasses are provided at a rate of one (1) pair every two (2) years, based on the date when the employee received his last pair. In the event the employee's eyesight has deteriorated to such an extent that the prescription needs to be renewed before the two (2) year period, the Employer agrees to make the necessary changes to the employee's glasses.

- c) agrees to provide the employees of the Bargaining Unit with one (1) pair of approved protective footwear every year (every six (6) months for aircraft painters), based on the date when the employee received his last pair;
- d) if an employee accidentally damages or breaks his protective footwear during the normal performance of his duties at the plant, the Employer provides him with another pair in exchange for the damaged footwear;
- e) adequately informs the employees about the risks and possible dangers related to their work and imposes adequate safety practices at work or the use of protective devices available to employees, or both.

11.04 An employee who deliberately does not adopt safe conduct may be subject to disciplinary measures.

11.05 The Employer recognizes a Joint Health and Safety Committee. Union representatives incur no loss of pay when they attend the meetings of this committee.

The functions of the Joint Committee are:

- a) to jointly ensure compliance with government laws and regulations, as well as all of the Employer's health and safety regulations;
- b) to hold meetings on a monthly basis or whenever it becomes necessary to discuss common accidents or possible exposure to health hazards, or both, as well as their causes and ways of preventing them, and to review health and safety conditions and submit any recommendation deemed appropriate to the Employer;
- c) to choose the personal protective equipment and measures that comply with regulations and are best suited to the needs of the establishment's employees;

- d) to participate in identifying and assessing the risks related to work stations and to the work performed by the employees and in identifying hazardous substances and contaminants that may be present in the work stations;
 - e) to receive suggestions and complaints from employees, the Union and the Employer related to health and safety, to take them into consideration, preserve them and provide answers to them;
 - f) any other function listed in article 78 of the Act Respecting Occupational Health and Safety;
 - g) taking into account the regulations, the Health and Safety Committee determines the amount of time that the prevention representative(s) can spend in the performance of his (their) other functions. In the event of disagreement within the committee, the representative(s) may spend the minimum amount of time required by regulation on the performance of these duties.
- 11.06 Notwithstanding the above, the prevention representative(s) is (are) allowed to leave his (their) work without loss of pay in order to fulfill his (their) obligations as defined in this article.

The prevention representative(s) has (have) the following functions:

- a) Conduct workplace inspections;
- b) Receive copies of accident reports and investigate the events that caused or might have caused an accident;
- c) Identify situations that could be a source of danger to the employees;
- d) Make recommendations he deems appropriate to the Health and Safety Committee or, failing that, to the employees or to their Union and the Employer;

- e) Assist employees in exercising the rights to which they are entitled under health and safety laws and regulations and the Act Respecting Industrial Accidents and Occupational Diseases;
- f) Accompany the inspector during inspection visits;
- g) Intervene in cases where an employee exercises his right of refusal;
- h) File a complaint to the Commission;
- i) Participate in identifying and assessing the features related to work stations and to the work performed by the employees and in identifying hazardous substances and contaminants that may be present in the work stations;
- j) As needed, assist the employees in filing a complaint to CNESST and represent the employees in various proceedings when work accident or occupational illness files are under dispute;
- k) As needed, intervene in group insurance cases.

11.07 When an employee refuses to perform a task because he deems it hazardous for his health, safety or physical integrity, he must notify his supervisor and indicate the reason of such refusal. In such a case, the following procedure applies:

- a) It is mandatory for the supervisor to call in a prevention representative (PR) and not to assign the respective task to anybody else;
- b) The PR calls in the prevention advisor (PA) of the department;
- c) The PR and PA assess the situation;
- d) If they come to an agreement, they check if the employee agrees to that too;

- i. If the employee agrees, he resumes his work;
 - ii. If the employee does not agree, the supervisor may assign another employee and inform him of the reason for refusal. It is understood that this other employee may also exercise his right to refuse.
 - iii. The PR and PA call in the CNESST inspector;
- e) If no agreement is reached between the PR and PA, they call in the CNESST inspector.

11.08 When an employee is the victim of a work accident, he shall not suffer any loss of pay for the day of the accident. If his condition requires transportation to a healthcare institution, a healthcare professional or his residence, the Employer covers the transportation costs.

11.09 If, after returning to work, an employee who has been the victim of a work accident has to return to the physician, a hospital or the medical evaluation office to undergo an examination or treatment related to that work accident, in doing so, the employee shall not suffer any loss of pay during his regular working hours, after the deduction of the amounts received from the CNESST. The employee must provide the information and supporting documents concerning the time of the appointment and the end of the examination or treatment.

11.10 After consulting his physician, the employee must come without delay to deliver his medical certificate and his Worker's Claim form to the medical department. If the employee is unable to come and deliver his documents, he must make sure they are sent to the medical department without delay.

11.11 Any employee unable to perform his work following an occupational illness or injury governed by the Act Respecting Industrial Accidents and Occupational Diseases while he is employed by the Employer, is assigned to another position that he is able to perform, regardless the seniority provisions of this Agreement. However, this

employee cannot take the place of an employee who has more seniority.

11.12 The employee who has filed a claim to the CNESST, who is on work stoppage and has been waiting for a decision by the CNESST regarding his claim for at least thirty (30) days may so notify the Employer, who will pay him, within thirty-five (35) days following the date of his claim and until a decision is made in first instance by the CNESST, a salary advance equivalent to fifty percent (50%) of his gross weekly wage. Upon receipt of compensation paid by the CNESST (or by the salary insurance in the event the CNESST has declined the claim), the employee agrees to completely reimburse the advance received; the Employer will deduct all due amounts directly from the employee's pay.

The employee who has filed a claim to the Employer's insurer, and who has been on work stoppage and waiting for a decision regarding his claim for at least thirty (30) days may so notify the Employer, who will pay him, within thirty-five (35) days following the date of his claim and until a decision is made, a salary advance equivalent to fifty percent (50%) of his gross weekly wage. Upon receipt of compensation paid by the Employer's insurer (or by the salary insurance, in the event the insurer has declined the claim), the employee agrees to completely reimburse the advance received; the Employer will deduct all due amounts directly from the employee's pay.

ARTICLE 12 RETENTION PREMIUM

12.01 A retention premium is paid to all employees for each hour worked. This premium is:

Seventy-five cents (\$0.75) for the first two (2) steps of each salary scale;

One dollar and twenty-five cents (\$1.25) for the next two (2) steps of each salary scale;

One dollar and seventy-five cents (\$1.75) for the three (3) or four (4) higher steps of each salary scale, as the case may be.

12.02 This premium is payable three (3) times per year to the employees still working for the Employer at the time of the payment, according to the following schedule:

Payment in February for the October to January period;

Payment in June for the February to May period;

Payment in October for the June to September period.

If the employee is laid off or retired, the amount of his retention premium will be calculated as a pro rata of the time worked during the period and payable upon his departure.

12.03 This premium is not increased in case of overtime.

12.04 In case of occupational injury with time loss, the Employer includes the retention premium in the calculation of the employee's gross revenue on the CNESST's Avis de l'employeur et demande de remboursement (ADR) (Employer's notification and reimbursement request) form.

ARTICLE 13 SALARY RATES AND POSITIONS

13.01 All of the positions and corresponding salary rates approved by the parties are listed in Appendix C enclosed with and forming part of the present Agreement.

13.02 Each employee is paid at the salary rate provided in Appendix C for his position.

13.03 The employees are paid by direct bank deposit every Thursday. The statement of deposit will be available electronically on Wednesdays for all employees.

When a bank holiday falls on a Thursday, the employees are paid the day before, i.e. on Wednesday.

Any error on an employee's pay will be rectified in the form of an advance the same week, insofar as the error concerns the regular pay and is reported to Payroll at least 24 hours prior to the end of the normal work week of the employee. If the error pertains to overtime, it will be corrected the following week at the latest.

13.04 If, during the term of this Agreement, a new position is established or an existing position is substantially modified, the Employer agrees to discuss and consult the Union for that purpose. The corresponding salary rate is established by the Employer, who informs the Union in writing. If the Union does not agree with the established salary rate, it may file a second step grievance within ten (10) working days of the Union's receipt of the Employer's notice and refer the grievance to arbitration, as the case may be. The salary that is mutually agreed upon or decided by the Arbitrator is paid retroactively from the date of establishment or modification of the position, unless the Arbitrator decides on a subsequent date. Appendices A, B and C are automatically modified to include the position and the corresponding salary rate.

13.05 When the salary rate is finally decided in accordance with the provisions of article 13.04, the respective position is considered as vacant and will be filled as per the provisions of article 9.19, if the rate agreed upon is higher than the rate originally established by the Employer.

13.06 i) At the Employer's request and according to the required position by shift, any employee may be temporarily transferred from one position to another or from one plant to another to replace an employee who is absent, to avoid a layoff or a short-term recall (or both), to meet the needs resulting from a workload increase, for training purposes or to provide technical skills, provided that:

- a) the temporary transfer period does not exceed thirty (30) working days, unless the Employer and the Union agree to an extension;
- b) the members of the Union Plant Committee are notified in writing when temporary transfers are being made;
- c) the Employer makes the temporary transfers of employees by seniority on a voluntary basis. However, if there are no volunteers, the transfer will be made in reverse order of seniority, among the employees who are able to do the work. The voluntary basis does not apply in cases of temporary transfers of eight (8) hours or less. Once transferred, the employee cannot be moved from his work shift during the temporary transfer period;
- d) in any application of the provisions of paragraph 9.19, the experience acquired by an employee who is temporarily transferred under the present paragraph will not be used to his advantage to the detriment of employees with more seniority;
- e) no employee normally assigned to the position in question is laid off while a transferred employee is temporarily assigned to said position.
- f) the Employer commits to provide transportation for a transfer during the same day.

ii) At the Employer's request any employee may be temporarily transferred from one department to another with respect to the plant, the position and the work shift, to replace an employee who is absent, to avoid a layoff or a short-term recall (or both), to meet

the needs resulting from a workload increase, for training purposes or to provide technical skills, provided that:

- a) the temporary transfer period does not exceed thirty (30) working days, unless the Employer and the Union agree to an extension;
- b) the members of the Union Plant Committee are notified in writing when temporary transfers are being made;
- c) once transferred, the employee cannot be moved from his work shift during the temporary transfer period;
- d) no employee normally assigned to the position in question is laid off while a transferred employee is temporarily assigned to said position.
- e) the Employer agrees to provide transportation for a transfer during the same day.

*In this text the word plant represents:

West Côte-Vertu plant: 200,500,740, 1200 Percival-Reid

Isabey plant: 410 rue Isabey

Centre Excellence plant: 2345 Des Sources Boulevard

- 13.07 When an employee is temporarily transferred for a period of one (1) hour or more to another position for which the salary rate is higher than that of his regular position, the respective employee receives the corresponding higher salary for any work performed in that position.
- 13.08 Any employee who is temporarily transferred, at the Employer's request, from his position to another for which the salary rate is lower, continues to be paid the rate of his regular position.

ARTICLE 14 WORK SCHEDULES

14.01 The Employer determines the use of the different work schedules provided in article 14.08 according to the operational needs.

14.02 Unless otherwise stipulated in this Agreement, the normal work week is forty (40) hours.

14.03 The work week for employees on the first (1st) shift (schedule 1-A and 1-B) is of forty (40) hours distributed on five (5) consecutive days of eight (8) hours from Monday to Friday.

Day shift	1-A	06:00	14:30	Monday to Friday	5x8
	1-B	06:15	14:45	Monday to Friday	5x8

The work week for employees on the first (1st) shift (schedule 1-C and D) is of forty (40) hours distributed over four (4) consecutive days of ten (10) hours from Monday to Thursday or Tuesday to Friday.

Day shift	1-C	05:00	15:30	Monday to Thursday	4x10
	1-D	05:00	15:30	Tuesday to Friday	4x10

14.04 The work week for employees on the second (2nd) shift (schedule 2-A and 2-B) is of forty (40) hours distributed on four (4) consecutive evenings of ten (10) hours from Monday to Thursday or Tuesday to Friday.

Evening shift	2-A	15:00	01:30	Monday to Thursday	4x10
	2-B	15:00	01:30	Tuesday to Friday	4x10

14.05 The work week for employees on the third (3rd) shift (schedule 3) is of thirty-six (36) hours, distributed on four (4) consecutive nights of nine (9) hours from Monday night to Friday morning, paid as forty (40) hours.

Night shift	3	21:00	06:30	Monday night to Friday morning	4x9
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14.06 The work week for employees on the weekend day shift (schedule 4-A et 4-B) is of thirty-six (36) hours, distributed on three (3) consecutive days of twelve (12) hours, as follows: Saturday, Sunday and Friday Saturday, Sunday and Monday, paid for forty-two (42) hours.

Weekend day shift	4-A	06:00	18:00	Saturday, Sunday, Friday	3x12
Weekend day shift	4-B	06:00	18:00	Saturday, Sunday, Monday	3x12

14.07 The work week for employees on the weekend night shift (schedule 5) is of thirty-two (32) hours, distributed on three (3) consecutive evenings as follows: twelve (12) hours on Saturday and Sunday, and eight (8) hours on Friday. The employees are paid for forty (40) hours including the night premium.

Weekend evening shift	5	18:00	06:00	Saturday and Sunday	2x12
		22:00	06:00	Friday	1x8

14.08 Work schedule

Day shift	1-A	06:00	14:30	Monday to Friday	5x8
	1-B	06:15	14:45	Monday to Friday	5x8
	1-C	05:00	15:30	Monday to Thursday	4x10
	1-D	05:00	15:30	Tuesday to Friday	4x10
Evening shift	2-A	15:00	01:30	Monday to Thursday	4x10
	2-B	15:00	01:30	Tuesday to Friday	4x10
Night shift	3	21:00	06:30	Monday night to Friday morning	4x9
Weekend day shift	4-A	06:00	18:00	Saturday, Sunday, Friday	3x12
Weekend day shift	4-B	06:00	18:00	Saturday, Sunday, Monday	3x12
Weekend evening shift	5	18:00	06:00	Saturday and Sunday	2x12
		22:00	06:00	Friday	1x8

14.09 Notwithstanding article 14.08, the starting and end times may differ in order to meet operational needs, upon mutual agreement between the parties.

14.10 a) All the meal breaks are of thirty (30) unpaid minutes for all work schedules except work schedules 4-A, 4-B and 5.

b) Each shift includes two (2) paid break periods of ten (10) minutes.

14.11 A period of five (5) minutes before the end of the normal shift is granted to allow employees to clean up their work area, wash up and store their personal tools.

14.12 Any employee who shows up late for work is penalized by the minute, except for a lateness to work of three (3) minutes or less, which will not be accounted for.

14.13 The assignment of work shifts is done by seniority in the respective position, provided that the employee meets the requirements of the work to be done, after a familiarization period of fifteen (15) working days. However, new employees may be assigned to the day shift, for training purposes, for a period of up to three (3) months. In order to ensure an adequate distribution of expertise on the different work shifts within a department, the Employer calls for volunteers to work on the second shift, third shift or weekend shift.

An employee may make up to four (4) shift changes per calendar year. The employee shall remain on the selected shift for a minimum of thirty (30) working days. If an employee changes a shift, that change is counted.

The employee exercising his seniority rights to change shifts as per the present article must displace an employee having the least seniority in the respective shift in his department. If he does not have the required seniority, he may then displace the employee with the least seniority in the respective shift in another department.

An employee who is displaced maintains his current department and shift for the five (5) day notice period stipulated in article 14.14.

If the employee refuses to fill the vacancy, he must exercise his right to change shifts before the end of the notice period. This displacement will be done based on the employee's current department and shift, and it will not be counted.

For any displacements initiated by the Employer, the shift change is not counted.

14.14 The Employer makes every effort to give advance notice to employees regarding shift changes. However, the very nature of its activities may lead to shift changes within the same day. The employee may, if it suits him, change shifts the same day; if not, he must without fail report to his new shift as of the second regular working day or within forty-eight (48) hours, whichever comes first. The following provisions apply to shift changes for which prior notice is less than forty-eight (48) hours.

- a) Between 24 and 48 hours – one (1) hour's pay
- b) Less than 24 hours – two (2) hours' pay.

Only when the expected shift change lasts two weeks or more will the Employer notify his employees at the latest five (5) working days in advance that the new shift will start on the first working day of the following week.

14.15 Any other work shift that the Employer may deem necessary to adopt in order to follow specific production procedures or meet operational requirements will first have to be accepted by the parties.

14.16 The shift premium is ninety cents (\$0.90) per hour for the second shift and one dollar and five cents (\$1.05) for the third shift. For third shift employees, the premium is paid for each paid hour of the normal work week.

14.17 Overtime:

- a) Work performed beyond the normal work week is considered overtime, whether it was performed before or after the normal work shift.

- b) i) Any overtime worked beyond the normal work week is paid at time and a half the normal rate, except for the hours worked on a Sunday, which are paid double the normal rate, as long as the employee has worked the equivalent of his normal work week. When the hours of the normal work week have been completed, the hours worked beyond three (3) overtime hours on a normal working day or beyond eight (8) overtime hours on a normal day off are also paid double the normal rate;

ii) For the weekend shifts, hours worked on Wednesdays will be paid double normal rate, as long as the employee has worked the equivalent of his normal work week.

- c) The following absences will be counted for purposes of calculating the normal work week as defined in paragraph a):
 - i. Birth and adoption
 - ii. Death
 - iii. Marriage
 - iv. CNESST – IVAC – SAAQ
 - v. Jury or witness duty
 - vi. Maternity
 - vii. Union leave
 - viii. Annual leaves and statutory holidays
 - ix. Leaves paid as per paragraph 14.22
 - x. Personal days

xi. Accident or illness other than those covered by the Act Respecting Industrial Accidents and Occupational Diseases (with the exception of progressive returns to work)

d) Any overtime worked during a statutory holiday will be paid double the normal rate.

14.18 If the work hours extend beyond three (3) hours after the regular shift, a meal break of thirty (30) minutes is allowed without loss of pay. Furthermore, a ten (10) minute break is granted for each subsequent period of two (2) hours. If the work hours begin more than three (3) hours before the regular shift, a meal break of thirty (30) minutes is allowed without loss of pay before the beginning of the shift.

14.19 At least ten (10) hours must elapse between the moment an employee leaves work, after doing overtime or following a shift transfer, and the start of his next shift. If this interval overlaps with the employee's next regular shift, he will be paid for those hours. In such cases, the employee will be paid double his regular rate plus the hours worked until the end of this ten (10) hour interval. This provision is not applicable to employees who accept a voluntary shift transfer.

14.20 In case of a work stoppage due to a major equipment failure or a fortuitous event, any employee who reports to work at his regular starting time without having been previously notified not to report to work, and for whom there is no work available at the time of the work stoppage, will be paid as follows: the greater of the following two amounts, four (4) hours' pay at his applicable hourly rate or the number of hours actually worked.

If the stoppage occurs before the start of a work shift, the Employer notifies the employees by telephone or a public broadcast message. In such cases, no salary will be paid to employees.

14.21 Any employee who has left the Employer premises and who is called back to perform work beyond his regular schedule is paid at the applicable rate, but with a minimum of four (4) hours of work or pay without work, at his applicable rate, or he will be paid the actual number of hours worked at the applicable overtime rate. The same minimum is applicable in cases when an employee is called to work on Saturday, Sunday or a statutory holiday.

14.22 Accumulated overtime:

Overtime hours are paid at the applicable rate. However, at the employee's request, the Employer accepts that a maximum of forty-eight (48) hours per reference year, renewable once, be compensated by an equivalent period of leave with pay. The hours are accumulated at the normal rate.

Accumulated hours:

The employee may also choose to accumulate hours of paid leave by reducing the number of hours for which he is paid in a regular work week, up to a maximum of eight (8) hours.

As such, the employee will be able to accumulate no less than four (4) and no more than eight (8) hours of paid leave per week if he has worked the equivalent of forty (40) hours that week. Paid leave is accumulated by hour worked.

The employee is not eligible for overtime in a week during which he has already accumulated hours of leave. However, the employee may work overtime in a week during which he uses his accumulated hours of leave.

In the case of accumulation of hours:

- a) Accumulated hours of leave may be taken during the reference year. The reference year starts the last Saturday of November (except when December 1 falls on a Saturday, in which case the reference

year starts on December 1) and ends the last Friday of November each year. Any request for leave cannot exceed the number of hours equivalent to one (1) normal work shift of the employee. However, this period could be extended upon authorization from the supervisor.

- b) The Employer cannot refuse such a request when the employee submits his request in writing at least five (5) working days before taking the leave and when the percentage of article 16.13 is not achieved. The leave is granted on a first come, first served basis, seniority being the determining factor in the event that several requests are made on the same day.

No accumulated vacation requests can be made before May 1 for the reference period of the coming annual vacation (May 1 to April 30).

- c) All of the accumulated hours remaining at the end of the reference year are paid to the employee together with the last pay of the year.

14.23 Overtime hours are offered to employees in an equitable manner and according to their seniority, by department and by work shift. If a supervisor is unable to bring together the required number of employees in a given department or position, the overtime hours may then be offered to other employees whom the Employer deems able to perform the work. A refusal to work overtime will not entail disciplinary measures. The Employer maintains an updated chart by department and by shift with the overtime hours offered to employees in order to ensure that they are equitably distributed.

ARTICLE 15 STATUTORY HOLIDAYS

15.01 As of December 2019, and until the expiry of this Collective Agreement, the following statutory holidays will be observed on the dates provided in the following table:

	2020	2021	2022
Good Friday	April 10	April 2	April 15
Victoria Day	May 18	May 24	May 23
Quebec National Holiday	June 24	June 24	June 24
Canada Day	July 3	July 2	July 1
Labour Day	September 7	September 6	September 5
Thanksgiving Day	October 12	October 11	October 10

For the winter holiday season, the statutory holidays are from December 24 up to (and including) January 2.

15.02 The statutory holidays provided in the above table are non-working days paid on the basis of one (1) day at the employee's normal rate.

To be entitled to vacation compensation for a statutory holiday, the employee must:

- a) Have worked the last working day before the holiday or the first working day after the holiday, except for an absence due to the following reasons:
 - i. Leave or vacation previously approved by the Employer, including use of banked hours.

- ii. Bereavement leaves, jury duty, attendance as a witness, birth, marriage, acquisition of citizenship, personal days, short and long term salary insurance or any other absence for valid reason;
 - iii. Layoff or recall during the week the statutory holiday is observed.
- b) When an absence due to a short term disability coincides with a statutory holiday, the Employer agrees to pay a supplement to the disability allowance.

15.03 If a statutory holiday coincides with a normally expected vacation day, the vacation day will be deferred to a later date during the reference year.

15.04 In case of employees assigned to special schedules, if the statutory holiday coincides with a normal working day, it becomes a non-working day and is paid on the basis of the hours that would normally have been paid. If the statutory holiday coincides with a normal day off, the employee receives a vacation compensation equivalent to eight (8) hours at his normal hourly rate.

For the winter holiday season, i.e. from December 24 to January 2 inclusively, employees assigned to special schedules will be paid only for the days coinciding with a normal working day.

ARTICLE 16 VACATION

16.01 The vacation to which permanent employees are entitled depends on their years of service with the Employer on May 1; the employees will have the right to take their vacation before May 1 of the following year and will not be able to defer them beyond that date.

16.02 Permanent employees with less than one (1) year of service with the Employer will be entitled to a paid vacation of eight (8) hours per complete month of work, without exceeding a maximum of eighty (80) hours. Employees who are working on a basis of forty (40) hours per week will receive vacation pay representing four percent (4%) of their earnings.

Employees assigned to special schedules will accumulate vacation prorated on the basis of the hours of their normal work week, as follows:

- a) A maximum of seventy-two (72) hours for employees working on the basis of thirty-six (36) hours per week;
- b) A maximum of sixty-four (64) hours for employees working on the basis of thirty-two (32) hours per week;

16.03 Except when there is a plant shutdown for annual vacations, the vacation pay is deposited in employees' accounts on Thursday, as usual.

When there is a plant shutdown for annual vacations, the vacation pay is deposited in employees' accounts on the Thursday preceding the shutdown period.

16.04 The Employer may designate a period of two (2) weeks for annual vacation shutdown. This plant shutdown normally takes place during the months of July and August, or either one of the two.

The Employer asks for volunteers by order of seniority. In the event that the Employer's needs are still not met through this procedure, he may then designate employees by reverse order of seniority to the affected positions.

The Employer may invite the employees to take a third week of vacation on the week before or the week after the plant shutdown period if required due to operational needs.

- 16.05 The Employer agrees to give a six (6) month notice to the Union regarding its intention to close the plant during the summer and confirm its minimum manpower requirements per position on the 1st Monday in April.
- 16.06 If the Employer decides not to close for annual vacations, it agrees to grant vacations during the summer months so that as many employees as possible can take their vacations between the Quebec National Holiday and Labour Day. Preferred vacation dates will then be granted based on seniority in the same position within each department. A vacation period will cover two (2) consecutive weeks at the maximum. Any employee wishing to take more than two (2) weeks at a time will have to wait until the supervisor has looked over the seniority list.
- 16.07 Employees with less than one (1) year of service at the end of the reference year receive vacation pay in accordance with article 16.02 and they can take unpaid annual vacation days in order to bring their number of annual vacation days to a maximum of ten (10) days.
- 16.08 Employees with one (1) year of service at the end of the reference year are entitled to two (2) weeks' vacation for which they receive an indemnity of four percent (4%) of their earnings during the reference year.
- 16.09 Employees with three (3) years of service at the end of the reference year are entitled to three (3) weeks' vacation for which they receive an indemnity of six percent (6%) of their earnings during the reference year.
- 16.10 Employees with nine (9) years of service at the end of the reference year are entitled to four (4) weeks' vacation for which they receive an indemnity of eight percent (8%) of their earnings during the reference year.

16.11 Employees with eighteen (18) years of service at the end of the reference year are entitled to five (5) weeks' vacation for which they receive an indemnity of ten percent (10%) of their earnings during the reference year.

16.12 Employees with twenty-five (25) or more years of service at the end of the reference year are entitled to six (6) weeks' vacation for which they receive an indemnity of twelve percent (12%) of their earnings during the reference year.

16.13 The Employer posts the vacation table by department and by position, indicating the eligibility percentage by week.

The percentage of employees who can simultaneously benefit from an annual vacation or accumulated hours of leave by position in the same department will be set at at least twenty-three (23%) per cent for the entire reference period, with the exception of the following.

The percentage of employees who can simultaneously benefit from an annual vacation or accumulated hours of leave by position in the same department will be set at at least thirty-five (35%) percent during four (4) specific weeks. These weeks are:

- The week that follows the winter holidays (first week of January)
- The two (2) weeks of spring break
- The week preceding or following the summer holidays

Employees must select their vacation in accordance with the table below.

When a plant is closed for annual vacations, these two (2) vacation weeks are automatically granted to all employees.

a)	The 1 st Monday in March	Posting of vacation tables
b)	From the 1 st to 4 th Monday in March	The employee puts his stamp on up to four (4) full weeks, including the plant closure
c)	Week of the 4 th Monday in March to the 1 st Monday in April	The Employer approve vacations based on availabilities. In the event that an employee in a department is not selected, a reconciliation by position will be made in order to validate the percentage of eligibility per week.
d)	The 1 st Monday in April	Posting of tables with the selections of all employees and the minimum requirements, as defined in article 16.05
e)	From the 1 st to 4 th Monday in April	The employee puts his stamp on the remaining or not approved full weeks
f)	From the 4 th Monday in April to the last business day in April	The Employer approves vacations based on availabilities
g)	The last business day in April	Posting of tables with the selections of all employees
h)	Starting May 1 st	The employee may make a vacation request to his supervisor by day or by week
i)	Last business day of January of the following year	The Employer assigns the remaining vacations for the current year to all employees who have not chosen vacations

For steps c) and f), the choice of vacations is made by seniority.

For step h), the choice of vacations is made based on the "first come, first served" principle, seniority being the deciding factor in the event that several requests are made for the same day.

When the percentage of admissibility for a given week is reached, this week is then closed for the rest of the reference year, even if vacation cancellations or transfers are made.

When an employee is granted an annual vacation, he may decline this annual vacation, but must immediately select another annual vacation of equivalent duration based on the remaining availabilities. Annual vacation requests, after May 1st, must be made at least forty-eight (48) hours before the annual vacation is taken.

ARTICLE 17 AUTHORIZED LEAVES OF ABSENCE

17.01 The Employer may grant a leave of absence without pay for personal reasons to an employee, on the following conditions:

- a) Any request of this nature will have to be submitted in writing to the immediate supervisor at least twenty-one (21) days before the date at which the leave is to begin. Any request of this nature must indicate the reason and the duration of the leave being requested. In case of personal emergency, the time limit to submit a request for a leave of absence may be less than twenty-one (21) days;
- b) Normally, a leave of absence without pay should not exceed three (3) months;
- c) Leaves of absence without pay are granted according to operational needs;
- d) The leave of absence must be previously approved by the employee's immediate supervisor;
- e) The employee will not engage in another job during the leave of absence without the express permission of the Employer.

An employee who does not return from a leave of absence without pay within the established time limit is considered to have resigned from his position, except in circumstances beyond his control, such as illness. In such cases, he has to notify the Employer and provide the required justifications as soon as possible.

An employee may request an extension of his leave of absence before the expected return date and the Employer considers his request in light of operational needs and the employee's personal situation.

An employee on leave of absence without pay may return to work before the expiry date of his leave, as long as he notifies the Employer at least five (5) working days in advance.

During the leave of absence without pay, the employee continues to accumulate seniority and is entitled to all benefits provided in the Collective Agreement subject to the limits and exclusions provided in the insurance contracts.

Exceptionally, to meet specific needs of an employee with more than one (1) year of seniority, the Employer may grant a leave of absence without pay of more than three (3) months but less than twelve (12) months. Furthermore, such a leave of absence will not be granted on more than one (1) occasion to the same employee.

17.02 Upon request, the Employer grants a maternity, paternity or parental leave of absence without pay to an employee according to the provisions of applicable laws. The parental leave may be split into two (2) periods that can be taken within a period of seventy (70) weeks after the birth or adoption of a child.

During the maternity, paternity or parental leave, the employee continues to accumulate seniority and to be entitled to benefits as if he were at work.

For the first seventeen (17) weeks of a maternity leave, the Employer pays ninety percent (90%) of the base salary minus employment insurance benefits to an employee who has accumulated at least six hundred (600) hours of work since her last employment insurance benefit.

At the end of the maternity leave, the employee is reintegrated into her usual position with the same benefits, including the salary she would have been entitled to if she had stayed at work.

17.03 Upon written request from the Union, the Employer grants leaves of absence without pay of three (3) years, but not less than one (1) year, to a maximum of three (3) employees at a time, who are elected or designated by the Union to fill positions within Unifor and/or FTQ. Such leaves are extended for additional periods of three (3) years, but not less than one (1) year, upon written request by the Union submitted before the end of each three (3) year period or extension.

During such a leave without pay, the employee accumulates seniority and, subject to the limitations imposed under fiscal regulations, the employee's period of absence is considered credited service for pension plan purposes.

He is rehired on the condition that the Union submits a request to that effect within ten (10) working days of the termination of said activity, that he is able to meet the normal requirements of the work assigned to him, that he has gone through on-the-job training in order to reacquaint himself with the job, and that he would not have been subject to a layoff if he had been at work during his leave period.

17.04 Bereavement leave

- a) In the event of death of the present spouse, the son or daughter of an employee, a child from a previous relationship of the present spouse, or the father or mother of the employee, the Employer grants a bereavement leave of five (5) consecutive or non-consecutive working days (three (3) days for the weekend shift and four (4) days for the four (4) days shifts), without loss of pay. This leave must be taken within a period of six (6) months.
- b) In the event of death of the brother or half brother, sister or half sister, father-in-law or mother in law, grandson or grand-daughter of an employee, the Employer grants a bereavement leave of three (3) consecutive or non consecutive working days (two (2) days for the weekend shift and the four (4) days shifts), without loss of pay. This leave must be taken within a period of six (6) months.
- c) In the event of death of a grandfather or grandmother, or brother-in-law or sister-in-law of the employee, the Employer will grant a bereavement leave of one (1) working day, without loss of pay. This leave must be taken within a period of six (6) months.
- d) The purpose of this clause is to ensure the normal pay of wages to the employees in such events. Statutory holidays, sick leaves, etc. reduce the number of days paid under these provisions. However, any employee taking a bereavement leave while on vacation may postpone the vacation days to a later date.

17.05 Any employee who is summoned for jury duty, or who is subpoenaed to appear in court as a witness in a case in which he is not involved, is paid by the Employer for each of the days spent entirely or partly performing said duties, if the employee was otherwise expected to work for the Employer according to his work schedule and is not working, an amount equal to the difference between the employee's normal pay rate, excluding any premium, during which he would have otherwise have been expected to work, and the daily juror's allowance paid by the court (excluding transportation allowances as reimbursement for his expenses).

In order to receive this payment, the employee must give prior notice to the Employer regarding his assignment to said duties and must provide satisfactory proof that such duties have been performed on the days for which he is claiming said payment.

17.06 When an employee enters as a candidate in school, municipal, provincial or federal elections, he is entitled to a leave without pay, without loss of seniority, during the period extending from his nomination as a candidate until the thirtieth (30th) day after the election. An elected candidate is entitled to an annual leave without pay, but without loss of seniority, for the duration of his mandate.

17.07

- a) An employee may leave work for five (5) working days, including two (2) without loss of pay and three (3) without pay, for the birth or adoption of a child or in case of miscarriage of a fetus of at least twenty (20) weeks. This leave can be split within a period of fifteen (15) days following the arrival of the child at home;
- b) An employee may be absent from work for one (1) working day, without loss of pay, on the day of his wedding. An employee may also be absent from work for one (1) working day, without loss of pay, on the day of the wedding of one of his children.

17.08 The employee who is absent on the day of his obtaining citizenship will be paid for that day.

ARTICLE 18 PERSONAL DAYS

18.01 The reference year for personal days starts the last Saturday of March (except when the April 1 falls on a Saturday, in which case the reference year starts on April 1) and ends the last Friday of March of the following year.

18.02 At the start of each reference year, all working employees will be entitled to forty (40) hours of personal days, except for employees in their probation period.

18.03 New employees, after their probation period is completed, receive an personal day calculated on the basis of six (6) hours per month (but not exceeding forty (40) hours) for the period between their hiring date and the end of the reference year.

18.04 Incidental absence credits may be used for absences due to illness or a serious reason other than a work related injury. Any absence that is inevitable for any reason must be reported by the employee to his supervisor or to the department manager as soon as possible before the start of the work shift.

18.05 An employee will receive one hundred percent (100%) of his regular hourly rate for the use of personal days. At the end of the reference period, all unused personal days are paid to the employee at one hundred percent (100%) of his regular hourly rate.

ARTICLE 19 POSITIONS, STEPS AND SALARY SCALES

19.01

- a) The positions, steps and salary scales for the duration of the Collective Agreement are specified in appendices A and C of this Agreement, which are an integral part thereof. In general terms, employees will be divided into three (3) main groups:

Group 1	Technical Positions Group	Salary scales A and D
Group 2	Manual Positions Group	Salary scale B
Group 3	Ancillary Positions Group	Salary scale C

- b) The Employer and the Union will examine the changes brought by Transport Canada to licence requirements in order to determine their impact on employees, where applicable. Should they have a negative impact, the parties agree to modify the Agreement accordingly. If they cannot agree on the modifications, this will be deferred until negotiations are held for the next Collective Agreement;
- c) Employees in the Technical Positions Group who, in order to perform their duties, must hold an aircraft maintenance licence recognized by Transport Canada (M,S and E), will be paid a premium of one dollar (\$1,00) per hour worked on presentation of said licence to the Employer;
- d) i) Employees at the Aircraft level inspections groups who have an approval stamp connected to Quality department activities will be paid a premium of sixty cents (\$0.60) per hour worked;

- ii) Employees who have an approval stamp related to activities of shops and receiving inspections are awarded a bonus of sixty cents (\$0.60) per hour worked;
- e) Employees in charge of aircraft release as part of their duties will be paid a premium of three dollars (\$3.00) per hour worked.
- f) The Employer may, as it deems necessary, ask employees to perform flight tests. These employees are paid fifty (\$50) dollars per flight test.

ARTICLE 20 LEAD HANDS

20.01 The Lead Hands are selected among the employees in the department and shift where the vacancy occurred, based on technical qualifications, professional experience, leadership skills and team spirit. The premium is granted to the employee having the greatest seniority and meeting these criteria.

20.02 Lead Hands have no responsibility for employees' discipline and they cannot recommend disciplinary measures.

20.03 Lead Hands receive a premium equal to one dollar and fifty cents (\$1.50) per hour; this premium is part of the Lead Hand's base salary.

20.04 When the management wants to appoint a temporary Lead Hand, it must comply with the provisions of article 13.06i.

ARTICLE 21 PENSION

21.01 Pension plan

- a) Effective date: July 1, 1998
- b) Mandatory membership after three (3) months of service
- c) Pension benefit:

Monthly benefit of seventy-five dollars (\$75) per years of credited year for any employee who retires. For any employee who retires on or after January 1, 2020, the monthly pension benefit is equal to seventy-seven dollars (\$77) per years of credited service.

For any employee who retires on or after January 1, 2021, the monthly pension benefit is equal to seventy-nine dollars (\$79) per years of credited service.

For any employee who retires on or after January 1, 2022, the monthly pension benefit is equal to eighty-one dollars (\$81) per years of credited service.

For the years of service credited before January 1, 2008, the monthly pension cannot be lower than the monthly pension calculated according to the formula in force before December 6, 2007, which is as follows:

- i. For the years of service between the effective date and December 31, 2004, a uniform percentage of one percent (1%) per credited year of service multiplied by the average pensionable earnings of the three (3) best years of participation in the plan during the last ten (10) years; and

- ii. For the years of service between January 1, 2005 and December 31, 2007, a uniform percentage of one and a quarter percent (1.25%) per credited year of service multiplied by the average pensionable earnings of the three (3) best years of participation in the plan during the last ten (10) years;
- iii. Pensionable earnings: base salary only (excluding overtime payment and bonuses).

d) Pension payable in case of early retirement:

- i. No reduction, if at the date of early retirement:
 - the employee is at least sixty two (62) and has accumulated at least ten (10) credited years of service;
 - the employee is at least fifty five (55) and has accumulated at least thirty (30) credited years of service;
- ii. Otherwise, the pension is reduced by half a percent (0.5%) per month prior to the employee's sixty second (62nd) birthday, if the employee has accumulated at least ten (10) credited years of service, or his sixty fifth (65th) birthday if the employee has accumulated less than ten (10) credited years of service.
- iii. Special early retirement: upon request by the company or in circumstances mutually satisfactory to both parties and described hereinafter, the retiring employee who is at least fifty five (55) years old and has accumulated at least ten (10) credited years of service will have no reduction of his pension and bridge pension. The potential circumstances are as follows:
 - The employee cannot work in a satisfactory manner due to a permanent disability which, based on medical evidence satisfactory to the Employer, is expected to last until the normal retirement age; the retirement of such an employee must be in the best interest of the Employer;

— The employee is laid off further to a plant closure or cessation of operations and he was not offered any adequate employment with the Employer;

— The employee's layoff is of a permanent nature and he is not offered any adequate employment with the Employer and there is no further employment opportunity with the Employer.

- e) The pension is payable for the life of the retired employee. Any retired employee having a spouse at the moment of his retirement must choose to receive a reduced pension, out of which sixty percent (60%) will continue to be paid to the surviving spouse after the death of the retired employee. The reduction index will be of five percent (5%) if the difference in age between spouses is less than five (5) years. If the spouse is younger than the retiree, the index of five percent (5%) is increased by half a percent (0.5%) per year, when the age difference exceeds five (5) years. Conversely, if the spouse is older than the retiree, the index of five percent (5%) is reduced by half a percent (0.5%) per year, when the age difference exceeds five (5) years (maximum ten (10) years).
- f) Monthly bridge benefit payable in case of early retirement, if the employee has ten (10) years of credited service, equal to twenty-three (\$23) dollars per year of credited service, reduce in accordance with paragraph d) above:
 - i. Twenty-four dollars (\$24) per years of credited service (maximum 30 years), reduced as per paragraph d) above for employees who early retire on or after January 1, 2020.
 - ii. Twenty-five dollars (\$25) per years of credited service (maximum 30 years), reduced as per paragraph d) above for employees who early retire on or after January 1, 2022.

The bridge benefit is payable until sixty-five (65) years of age or the death of the retiree, whichever comes first.

- g) No employee contribution will be required as of January 1, 2008.
- h) Accumulation of credited years of service during a short or long term disability absence.

The subsections above represent the principal characteristics of the pension plan. The official document containing the provisions of the pension plan filed with the appropriate authorities is the only document governing the plan.

21.02 Retirement allowance

The retirement allowance is no longer in force as of February 1, 2008.

- 21.03 Once (1) in a lifetime, after his fiftieth (50th) birthday, an employee is granted by the company a paid leave of absence of three (3) days to attend the Unifor training course Prendre en mains sa retraite (Take ownership of one's retirement).

ARTICLE 22 BENEFITS

- 22.01 The Employer keeps the present employee insurance plans effective for the duration of the Collective Agreement with the modifications provided below. These modifications will take effect at the date of ratification of the Collective Agreement and will cover claims incurred after that date.

Thus, as of that date, the insurance contracts in effect are modified as follows:

Health care

- a) The reimbursement of capillary prosthesis in case of illness up to a maximum of three hundred dollars (\$300) for life.

- b) The reimbursement of platelet-rich plasma injections up to a maximum of five hundred dollars (\$500).
- c) Deductible of seventy-five dollars (\$75) per person per calendar year to a maximum amount of two hundred dollars (\$200) per family per calendar year

ARTICLE 23 MISCELLANEOUS ALLOWANCES

23.01 The Employer agrees to pay the applicable hourly rates to employees travelling at the request of the Employer on outside work. The Employer has the exclusive right to select the means of travel.

Should the employees be authorized to travel on any public transportation system, the Employer sets the travel time to be paid at the scheduled travel time of such public transportation system, plus an allowance of sixty (60) minutes before departure and sixty (60) minutes after arrival in order to allow for travel from home and to place of accommodation or work, at such outside location. Should the employee be required to depart or arrive via Montreal International Airport in Dorval, the allowance will be increased by a further sixty (60) minutes for such departure or arrival.

Should the employee be authorized to use his own vehicle, the Employer sets the allowable travel time in advance.

For the purposes of this section, outside work is defined as work performed at a location farther than eighty (80) kilometres from Montreal International Airport in Dorval.

Employees are paid for the time spent on travel after regular work hours or on Saturdays, Sundays or statutory holidays, when such travel is required in order to attend training courses.

Any travel expenses must be justified with receipts. Travel allowances must be determined by the Employer's rules or those approved by the Employer to consider higher costs in certain specific locations.

23.02 The Employer provides a per diem allowance of fifteen dollars (\$15) to cover incidental expenses when an employee is working away from home. While on a training or other type of course, employees do not receive this allowance.

23.03 Employees requested by the Employer to be on standby on a day normally off or on a statutory holiday are paid an allowance of thirty dollars (\$30) for each standby day. Employees agree to cooperate, but an employee cannot be subject to disciplinary action for refusing to be on standby. Employees requested to be available on standby will be so on a voluntary basis.

ARTICLE 24 MISCELLANEOUS

24.01 Whenever both parties or either party hereto waive any provision of this Agreement, such action, unless mutually agreed to the contrary, does not constitute a precedent in the subsequent application of the provisions herein.

24.02 Any provision of this Agreement which would contravene provincial or federal legislation is null and void without affecting the validity of the other provisions herein.

If one or more of the provisions of this Collective Agreement are inferior to the applicable provincial or federal legislations, the stipulations of law will become an integral part of this Collective Agreement upon promulgation of the relevant articles.

24.03 The Collective Agreement is printed at the Employer's expense. Copies of the Collective Agreement are published in a pocket size booklet form.

The Employer gives each employee one (1) copy of the Collective Agreement within sixty (60) days following the signing thereof. The Union will be responsible for handing one (1) copy of the Collective Agreement to each new employee at the time of hiring.

24.04 Once (1) a month, the Employer provides the Union with a list (electronic format) of all employees covered by the Bargaining Unit. This list includes the address, the telephone number and the date of birth of each employee.

The Union agrees to have this information treated as confidential.

This information is not given by the Employer to the Union if an employee expresses disagreement in writing.

24.05 Communication

The parties agree that any communication or notice addressed to the employees shall contain no hateful, discriminatory or defamatory comments intended for the employees, managers or the company.

The Union may distribute them in the work place within a reasonable time frame, but without disturbing the smooth progress of operations.

In case of such distribution of documents, the Union agrees to submit a copy to the Employer.

24.06 Any notice or document sent to the Union under this Agreement is given to the President of the Union Plant Committee, with a copy to the following address:

Unifor
565 Crémazie Blvd. East, Suite 10 100
Montreal, Quebec H2M 2W1

This address may be changed by simple written notice from the Union.

ARTICLE 25 DURATION OF THE AGREEMENT

25.01 The present Collective Agreement is in force as of December 6, 2019 and will so remain until December 5, 2022 at 11:59 p.m.

25.02 During the ninety (90) days prior to the expiration of the Agreement, either party may notify the other party in writing that it desires to modify or begin negotiations for the renewal of this Collective Agreement.

25.03 If a notice is given in accordance with paragraph 25.02, both parties meet within the time limits provided under Quebec's Labour Code.

25.04 If notice is given in accordance with paragraph 25.02, the present Agreement is considered as an interim Agreement from the expiry date until the signing of a new Collective Agreement.

**THE DULY MANDATED PARTIES HAVE SIGNED IN DORVAL ON
FEBRUARY ____ 2020**

Bombardier Inc.
Centre de Finition Laurent Beaudoin

Unifor

Christian Reid
Director, Human Resources
Operations Montréal

Bruno Audet
President, Union plant Committee

Sophie Valcourt
General manager
Operations, Manufacturing and
Functions

Yannick Houle
Union Committee Person

Martine Liboiron
Practice leader
Labor relation

Sylvain Tardy
Union Committee Person

Tom Mayer
Senior Director
Quality, Bombardier Aviation

Steve Tranquilli
Union Committee Person

Martin St-Jean
Manager
Cutting room, Manufacturing

Francis Martin
Executive President
Unifor Local 62

Éric Titley
National Unifor representative

APPENDIX A

TECHNICAL POSITIONS GROUP

PRINCIPAL TASKS AND NORMAL REQUIREMENTS

910: Pre-flight Technicians

This position includes those employees hired to perform service, troubleshooting, repairs and maintenance for aircraft, power plants, mechanical systems and other related systems, to perform necessary modifications or functional tests, to operate the work cart for the movement of aircraft, and other related tasks.

The pre-flight technicians must be familiar with the aircraft parts and materials and shop procedures, and they also have to possess excellent mechanical skills. They must also have an aircraft maintenance training certificate or an equivalent combination of training and experience recognized by the Employer.

911: Aircraft Inspectors

This position includes those employees hired to conduct inspections of airframes, engines and operating equipment on aircraft in order to ensure that modifications/repairs are up to standards and specifications indicated on drawings and in manuals. Inspectors must be able to certify any aircraft or any component within the scope of their authority. Inspectors are also responsible for all records, all certifications and all regulations related to the aircraft on which they are working, and they must maintain aircraft log books, conduct quality audits and perform any other related tasks.

Aircraft inspectors must be familiar with the aircraft parts and materials and they also have to possess excellent mechanical skills. They must also have an aircraft maintenance training certificate or an equivalent combination of training and experience recognized by the Employer.

912: Avionics Technicians

This position includes those employees hired to perform service, troubleshooting, maintenance, repairs, modifications, installation and operational tests for all the equipment related to communications and navigation. They may be called upon to perform all the checks related to the test stand as well as any other related tasks.

Avionics technicians must possess in-depth knowledge of the AC-DC electrical theory, aircraft audio and video systems, communication and navigation equipment, i.e. impulse and automatic pilot systems as well as flight controls. They must also be familiar with the avionics installations, procedures, technical documents and materials dealing with the avionics systems and installations. They must also have an aircraft avionics training certificate or an equivalent combination of training and experience recognized by the Employer.

APPENDIX A

LICENSED ELECTRICIANS

PRINCIPAL TASKS AND NORMAL REQUIREMENTS

931: Licensed Electricians

This position includes those employees hired to conduct troubleshooting, maintenance and repairs for electrical equipment in the buildings. In particular, they must make the electrical connections for all types of voltages and make sure the electrical installations comply with the Building Code provisions. They must be able to work with the technical documents, use the tools relevant to their functions and perform any other related tasks.

The licensed electrician must hold a C licence in electricity and have in-depth knowledge of the electrical aspects in the Building Code. They must be familiar with the electrical installations in an industrial building. They must also have certified training in electric power installations for buildings.

APPENDIX A
MANUAL POSITIONS GROUP
PRINCIPAL TASKS AND NORMAL REQUIREMENTS

913: Receiving Inspectors

This position includes those employees hired to inspect components, parts and materials coming from external suppliers, to make sure they comply with the airworthiness standards of Transport Canada, the FAA and the Employer. They must also verify documentation compliance and perform quality audits and any other related tasks.

The receiving inspectors must be familiar with the applicable regulations and documentation. They must also have a combination of training and experience recognized by the Employer.

914: Shop Inspectors

This position includes those employees hired to check if the manufactured components comply with the plans and cost estimates and make sure they meet the airworthiness standards of Transport Canada, the FAA and the Employer. They must also perform quality audits and any other related tasks.

The shop inspectors must have a good command of reading plans and be familiar with the applicable regulations. They must also have an equivalent combination of training and experience recognized by the Employer.

915: Avionics Systems Installers

This position includes those employees hired to carry out assembly, installation and modifications for electrical systems and their components. In particular, they must manufacture, install and connect cables between the main units and perform any other related duties.

Avionics systems installers must have a good knowledge of the AC-DC electrical theory and its applications and be able to read drawings. They must also have certified training in electricity or an equivalent combination of training and experience recognized by the Employer.

916: Upholsterers

This position includes those employees hired to manufacture, adjust, assemble and upholster all seat and sofa components and structures and other trims and accessories. They may be expected to design and cut patterns. They must be able to work with the technical documents, use the tools relevant to their functions and perform any other related tasks.

Upholsterers must be familiar with the materials used in upholstery. They must have certified training in upholstery or an equivalent combination of training and experience recognized by the Employer.

917: Aircraft Painters

This position includes those employees hired to prepare and protect aircraft surfaces and use a paint gun to apply protective and decorative coats of paint such as primer, enamel and lacquer. In addition, they perform surface treatments, apply primer and paint on metallic and plastic parts, and perform any other related tasks. They must be able to work with the technical documents related to the task.

Aircraft painters must be familiar with the paint mixing process and they must also understand the operation of a paint gun. Aircraft painters must have undergone a practical training period in the aviation or automotive industry. They must have certified training either as aircraft painters or automobile painters, or an equivalent combination of training and experience recognized by the Employer.

918: Cabinetmakers

This position includes those employees hired to manufacture, assemble and repair components used in the manufacturing of aircraft furniture according to technical documents. They must also know how to use all of the tools relevant to their functions and perform any other related tasks.

Cabinetmakers must be familiar with the different types of wood and they must know how to match them to obtain a uniform wood grain when manufacturing aircraft furniture. Cabinetmakers must also have certified training in cabinet work or an equivalent combination of training and experience recognized by the Employer.

919: Cabinet Finishers

This position includes those employees hired to do the finishing of furniture used inside the aircraft. More specifically, they must be able to recognize the different types of wood, be familiar with wood finishes, stains and varnishes and know how to prepare them for application. Finally, they must know how to prepare the wood for finishing through sanding, staining, varnishing and polishing. They must be able to work with the technical documents, use all of the tools relevant to their functions and perform any other related tasks.

Cabinet finishers must also have certified training in furniture finishing or an equivalent combination of training and experience recognized by the Employer.

920: Sheet Metal Mechanics

This position includes those employees hired to manufacture, assemble, install, remove and repair all sheet metal components or structures using a variety of equipment according to aircraft industry standards. More specifically, they must be able to work with the technical documents and use the tools relevant to their functions. They are able to perform welding work after receiving adequate certification and perform any other related tasks.

Sheet metal mechanics must have certified training in aircraft structural assembly or in sheet metal work or an equivalent combination of training and experience recognized by the Employer.

921: Interior Installers

This position includes those employees hired to install and adjust the components used in the installation of aircraft interiors, such as furniture, peripherals, seats and sofas. More specifically, they must be able to work with the technical documents, use the tools relevant to their functions and perform any other related tasks.

Interior installers must be familiar with the work environment and must know the precautions to be taken when installing aircraft interior components. They must have certified training in either cabinetmaking or in structural assembly, or an equivalent combination of training and experience recognized by the Employer.

922: Machinists

This position includes those employees hired to manufacture, assemble, repair, refurbish or modify parts, elements or other components. In particular, they must make high precision machined parts according to the technical characteristics. Moreover, they must be able to work with the technical documents, use the tools relevant to their functions and perform any other related tasks.

Machinists must have certified training as machinists or an equivalent combination of training and experience recognized by the Employer.

926: Water and Oxygen Systems Assemblers

This position includes those employees hired to manufacture, assemble, test and install components of water and oxygen systems on aircraft or furniture. Moreover, they must be able to work with the technical documents, use the tools relevant to their functions and perform any other related tasks.

Water and oxygen systems assemblers must be familiar with the routing of plumbing lines on furniture and aircraft and they must have very extensive knowledge of the dangers of working with oxygen using technical documents. They must also know very well the valves and their functions and perform troubleshooting on systems. Water and oxygen systems assemblers must have certified training in either structural assembly, sheet metal work or plumbing, or an equivalent combination of training and experience recognized by the Employer.

927: Carpenters

This position includes those employees hired to perform various specialized tasks such as woodworking, repairs and work on furniture parts, as required.

They must be able to work with the technical documents, use the tools relevant to their functions and perform any other related tasks.

Carpenters must have a combination of certified training in the construction trade and experience recognized by the Employer.

928: Composite Materials Assemblers

This position includes those employees hired to manufacture, assemble and repair composite components and materials using a variety of equipment in accordance with aviation standards. Moreover, they must be able to work with the technical documents, use the tools relevant to their functions and perform any other related tasks.

Composite materials assemblers must be familiar with the basic materials used in shaping composite materials. They must have certified training in composite materials or an equivalent combination of training and experience recognized by the Employer.

929: Maintenance Mechanics

This position includes those employees hired to perform troubleshooting, maintenance and repairs for machines and mechanical equipment in the buildings. They may also be called upon to manufacture parts and components pertaining to machines or buildings. They must be able to work with the technical documents, use the tools relevant to their functions and perform any other related tasks.

The maintenance mechanics must have excellent mechanical skills. They must also be familiar with the equipment and machines found in an industrial building. They must have certified training pertaining to the maintenance of equipment and machines in an industrial building.

932: Computer Numerical Control (CNC) Machine Operators

This position includes those employees hired to perform various specialized duties using computer numerical control (CNC) machines. More specifically, these employees must adjust and calibrate machinery and tools based on allowed tolerances for machining operations, and manually program, adjust and control CNC machines in order to carry out repetitive machining operations while optimizing sequences. They must be familiar with machine codes. They must be able to work with the technical documents, use the tools relevant to their functions and perform all other related tasks.

CNC Machine Operators must have certified training as CNC Machine Operators or an equivalent combination of training and experience recognized by the Employer.

933: Electrical shop Inspectors

This position includes those employees hired to check if the assembly, installation and modifications for electrical systems and their components comply with the plans and cost estimates and make sure they meet the airworthiness standards of Transport Canada, the FAA and the Employer. They must also perform quality audits and any other related tasks.

Electrical shop Inspectors must have a good knowledge of the AC-DC electrical theory and its applications and be able to read drawings and have a good comprehension of the regulations. They must also have certified training in electricity or an equivalent combination of training and experience recognized by the Employer.

APPENDIX A
ANCILLARY POSITIONS GROUP
PRINCIPAL TASKS AND NORMAL REQUIREMENTS

923: Storemen

This position includes those employees hired to ensure the efficient operation of stores, including tooling, and shipping and receiving including parts deliveries from the various drop-off points, and to perform any other related tasks.

Storemen must fill out in-out logs for tools, parts and raw materials. They must fulfill shipping and receiving duties. Storemen must also have a combination of training and experience recognized by the Employer.

924: Drivers

This position includes those employees hired to drive a road vehicle registered and belonging to the Employer on public roads and deliver or pick up aircraft parts, mail, etc., and perform any other related tasks.

Drivers must hold a valid and appropriate driver's licence. They must have a combination of training and experience recognized by the Employer.

925: Aircraft Attendants

This position includes those employees hired to perform various non-specialized tasks such as cleaning and grooming aircraft interiors and exteriors. They must also be familiar with the precautions to be taken in performing these tasks and perform any other related tasks.

Aircraft attendants must also have good manual skills and a combination of training and experience recognized by the Employer.

930: General Labourers

This position includes those employees hired to perform various non-specialized duties related to building maintenance, such as installation and maintenance of various equipment, collection of hazardous materials and various recurrent duties related to buildings. They must be familiar with the precautions to be taken in performing these duties and perform any other related tasks.

General labourers must have good manual skills and they must be able to fill in the logbooks for maintenance and use of equipment. They must have a combination of training and experience recognized by the Employer.

APPENDIX B

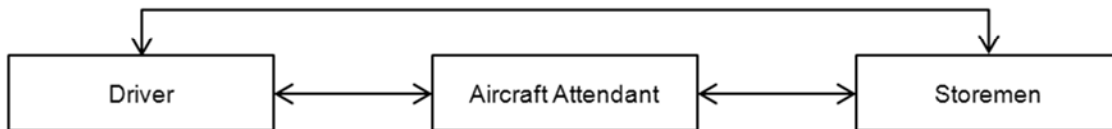
CRITICAL PATH DIAGRAMS

Technical Positions

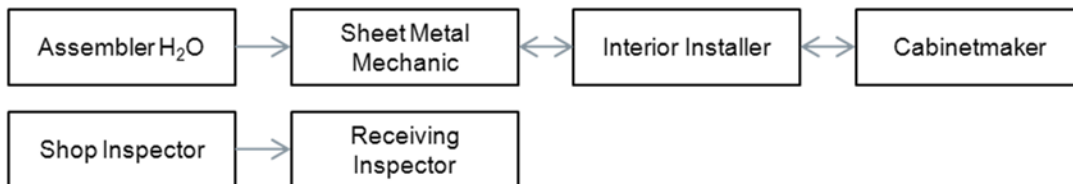


** For the technical positions, there must be a matching licence in order to be able to exercise one's right to displace.*

Ancillary Positions



Manual Positions



** In order to have the right to displace a Sheet Metal Mechanic, a Water and Oxygen Systems Installer must have a training recognised by the Employer in structure assembly or sheet metal working or a combination of training and experience recognised by the Employer.*

APPENDIX C
SALARY SCALE A
TECHNICAL POSITIONS GROUP

POSITIONS

- 910 Pre-flight Technicians
- 911 Aircraft Inspectors
- 912 Avionics Technicians

STEPS	NOVEMBER 30 2019	DECEMBER 5 2020	DECEMBER 4 2021
8	44.16 \$	45.26 \$	46.39 \$
7	40.92 \$	41.94 \$	42.99 \$
6	38.84 \$	39.81 \$	40.81 \$
5	36.80 \$	37.72 \$	38.66 \$
4	33.42 \$	34.26 \$	35.12 \$
3	32.20 \$	33.01 \$	33.84 \$
2	27.31 \$	27.99 \$	28.69 \$
1	24.60 \$	25.22 \$	25.85 \$

APPENDIX C
SALARY SCALE B
MANUAL POSITIONS GROUP

POSITIONS

913 Receiving Inspectors	921 Interior Installers
914 Shop Inspectors	922 Machinists
915 Avionics Systems Installers	926 Water and Oxygen Systems Assemblers
916 Upholsterers	927 Carpenters
917 Aircraft Painters	928 Composite Materials Assemblers
918 Cabinetmakers	929 Maintenance Mechanics
919 Cabinet Finishers	932 CNC Machine Operators
920 Sheet Metal Mechanics	933 Electrical shop Inspectors

STEPS	NOVEMBER 30 2019	DECEMBER 5 2020	DECEMBER 4 2021
7	36.01 \$	36.91 \$	37.83 \$
6	34.08 \$	34.93 \$	35.80 \$
5	30.97 \$	31.74 \$	32.53 \$
4	28.99 \$	29.71 \$	30.45 \$
3	20.96 \$	21.48 \$	22.02 \$
2	19.92 \$	20.42 \$	20.93 \$
1	16.77 \$	17.19 \$	17.62 \$

APPENDIX C

SALARY SCALE B APPLICABLE BEFORE SEPTEMBER 16, 2018

MANUAL POSITIONS GROUP

POSITIONS

913 Receiving Inspectors	921 Interior Installers
914 Shop Inspectors	922 Machinists
915 Avionics Systems Installers	926 Water and Oxygen Systems Assemblers
916 Upholsterers	927 Carpenters
917 Aircraft Painters	928 Composite Materials Assemblers
918 Cabinetmakers	929 Maintenance Mechanics
919 Cabinet Finishers	932 CNC Machine Operators
920 Sheet Metal Mechanics	933 Electrical shop Inspectors

STEPS	NOVEMBER 30 2019	DECEMBER 5 2020	DECEMBER 4 2021
3	27.09 \$	27.77 \$	28.46 \$
2	23.95 \$	24.55 \$	25.16 \$
1	21.25 \$	21.78 \$	22.32 \$

APPENDIX C

SALARY SCALE C APPLICABLE BEFORE SEPTEMBER 16, 2018

ANCILLARY POSITIONS GROUPS

POSITIONS

923 Storeman

925 Aircraft Attendants

924 Drivers

930 General Labourer

STEPS	NOVEMBER 30 2019	DECEMBER 5 2020	DECEMBER 4 2021
3	23.81 \$	24.41 \$	25.02 \$
2	21.29 \$	21.82 \$	22.37 \$
1	18.80 \$	19.27 \$	19.75 \$

900 Students: summer work: Minimum salary as required by the labour standards legislation.

APPENDIX C
SALARY SCALE D
LICENSED ELECTRICIANS

POSITIONS

931 Licensed Electricians

STEPS	NOVEMBER 30 2019	DECEMBER 5 2020	DECEMBER 4 2021
7	39.64 \$	40.63 \$	41.65 \$
6	36.81 \$	37.73 \$	38.67 \$
5	33.99 \$	34.84 \$	35.71 \$
4	31.15 \$	31.93 \$	32.73 \$
3	28.30 \$	29.01 \$	29.74 \$
2	25.49 \$	26.13 \$	26.78 \$
1	22.64 \$	23.21 \$	23.79 \$

SALARY PROGRESSION

Progression within the different salary scales will take place automatically at the rate of one (1) increment per year, on the Saturday preceding the anniversary of the employee's employment date.

SALARY INCREASES AS OF DECEMBER 2019, 2020 AND 2021

November 30 2019	2.5 %
December 5 2020	2.5 %
December 4	2.5 %

LETTER OF AGREEMENT NO. 1

SUBCONTRACTING AND PARTIAL TOTAL CLOSURE OF THE COMPANY

In order to meet operational needs, the Employer may subcontract work to a third party. The Employer and the Union will consider the possibility of taking back work that has been subcontracted outside of the company prior to proceeding to layoffs of employees in the positions impacted by the work subcontracted.

In the event of a partial or total closure of the company and the final loss of employment caused by subcontracting affecting more than fifty percent (50%) of the total number of employees in the same position, the Employer will pay the employees who have exhausted their displacement rights and are unable to maintain employment a severance allowance equal to two (2) weeks' pay per year of service, up to a maximum of forty (40) weeks. The names of employees which have received such an allowance will not be included on the recall list.

This allowance constitutes a reasonable notice of termination as provided in article 2091 and subsequent articles of the Civil Code of Quebec.

For the purposes of the application of this Agreement, a partial or total closure is different from a layoff due to its final nature.

LETTER OF AGREEMENT NO. 2

EXTERNAL WORKFORCE

In the event of a shortage of manpower, the Employer may use an external workforce notably agency employees, to the extent that the resort of these agency employees does not result in layoffs of unionized employees or prevent the recall of employees on the recall list.

However, despite the resort of agency employees, the Employer will keep on posting targeted positions according to article 9.19 of the collective agreement. As long as the positions are vacant, the Employer will attempt to fill said position by internal or external recruitment, in order to replace the agency employees within a six (6) months term.

These agency employees cannot be considered as employees as defined by the collective agreement entered into between parties or as defined by applicable laws. These agency employees do not acquire seniority, unless hired by the Employer in a permanent position.

Agency employees cannot be assigned to the day shift, unless no employee shall be eligible to work on this shift. However, they can be assigned to the day shift for familiarization purposes for a maximum period of fifteen (15) working days.

Employer and the Union will meet one (1) month prior to the end of the six (6) months term to assess positions filled by agency employees; the Employer and the Union will then decide either if they extend their assignment as agency employee, hire them, if possible, or terminate their assignment. The Employer will pay an amount representing the Union dues based on, the highest step of their position group's salary scale, as if they would have been permanent employees of the Employer.

Agency employees have no right to work overtime, unless no employee has volunteered to do so.

If the Employer decides to hire Agency employees following a six (6) months assignment term, the probationary period provided in article 9.02 of the collective agreement will be considered as completed. The present letter does not aim to reduce the number of employees in the certification.

In the event of a layoff, the parties agree that no permanent employee will be laid off as long as there are Agency employees occupying the position, with respect to the critical path diagrams in Appendix B or if the concerned employee meets the necessary requirements to fill the position.

This letter of agreement is valid for the duration of this Collective Agreement.

LETTER OF AGREEMENT NO. 3

EMPLOYMENT STABILITY

The Employer ensures a stability of employment for the employees permanent as of December 5, 2019, based on the production volume.

The parties agree that the production volume is calculated based on the number of aircraft manufactured (transfer to customer/TTC) for the duration of the Collective Agreement, at a rate of eighty-five (85) aircraft in 2020, ninety (90) aircraft in 2021 and ninety (90) aircraft in 2022.

In the event that the production volume is lower than that mentioned in the previous paragraph, the company applies the provisions of letter No. 2 before applying those of article 9.12.

LETTER OF AGREEMENT NO. 4

PAID EDUCATIONAL LEAVES

The Employer agrees to pay in a special fund three cents (\$0.03) per hour per unionized employee for all hours paid in order to provide for paid professional development leaves. The purpose of these paid professional development leaves is to upgrade an employee's competence in the various aspects of Union functions. Said amounts are paid on a quarterly basis as of July 1, 2005 (for the previous quarter) to a trust fund set up by Unifor, and will be sent by the Employer to the following address:

Unifor	Education	Fund
205	Placer	Court
North York, Ontario M2H 3H9		

The cheques must be made payable to CAISSE DE FORMATION DES DIRIGEANTS D'UNIFOR.

The Employer further agrees that employees selected by the Union to attend these training courses are granted a leave of absence without pay of twenty (20) days of class time, plus travel time as necessary, said leave of absence being spread over a period of twelve (12) months as of the first (1st) day of leave. Employees who have obtained this leave continue to accumulate seniority and rights to other benefits while on leave.

LETTER OF AGREEMENT NO. 5

TECHNOLOGICAL CHANGES

In this Collective Agreement, the term technological change includes the introduction of equipment with different technology as well as the introduction of work methods that substantially affect job descriptions.

The Employer and the Union recognize that technological innovation is essential to ensure the company's competitive edge and maintain long-term jobs.

The Employer notifies the Union in writing at least six (6) weeks in advance regarding technological changes that affect or may affect work methods. Moreover, this notice must also include the following information:

- a) The nature of the change
- b) The expected date of implementation
- c) The approximate number of employees who may be affected by these changes as well as their positions
- d) The required qualifications due to these changes
- e) The impact these changes will have on the working and job conditions of the affected employees
- f) The ways in which the health and safety conditions are affected
- g) Any other relevant information related to the expected impact on employees

When the Employer has notified the Union of its intention to introduce a technological change, the parties agree to meet within the next fifteen (15) days and to have constructive and significant consultations in order to come to an agreement on solutions to be implemented so as to minimize whatever adverse effects employees may experience due to such changes.

The Employer agrees that if the introduction of such changes has the effect of making an employee unable to perform his tasks, the Employer must provide him with training related to his duties as long as the employee has the knowledge and potential required to take this training.

Furthermore, if such changes lead to staff reductions or generate new positions, the provisions of the Collective Agreement pertaining to layoffs and staffing the vacancies will apply.

LETTER OF AGREEMENT NO. 6

FRANCIZATION

The Employer acknowledges a Francization Committee at the Completion Centre and a committee recognized by the Office de la langue française. In accordance with the program approved by the Office de la langue française, the Employer translates all working documents into French. Any letter or notice to employees will be written in French for employees whose mother tongue is French. In addition, the Employer agrees to promote the use of the French language in particular by providing French training sessions. Any new supervisor or Lead Hand must be able to use the French language in order to qualify for his new duties.

The parties agree to modify the terminology of the Collective Agreement in order to improve its linguistic quality.

The replacement of the terms previously used by new ones cannot result in changing the meaning of the Collective Agreement clauses or in changing the rights of the parties.

At the request of the Employer, the employee will be allowed and considered as a contributing member for any issues or interventions related to l'Office québécois de la langue française.

LETTER OF AGREEMENT NO. 7

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Employer and the Union state their common intention to cooperate to assist employees who are facing problems that may affect their personal or professional life.

In this respect, the Employer and the Union agree:

- a) to respect the principle of confidentiality regarding any information obtained in the context of the EAP; under no circumstances will information obtained in the context of the EAP be entered in the employee's file;
- b) that participation in the EAP remains free and voluntary;
- c) that employees under active remedial therapy are eligible for weekly disability benefits, as provided in the group insurance plan.

Joint Committee

The employee assistance intervention is provided by the EAP, the joint committee and the social delegate(s). The joint committee is composed of one (1) Employer representative and two (2) Union representatives.

The role of this committee is:

- a) to see to the development of awareness programs;
- b) to be attentive to employees' expectations;
- c) to see that the program provides satisfactory service to its users;
- d) to promote the program.

The committee does not provide direct assistance services.

The social delegates has the role to support, listen and coach.

Voluntary abandonment of a treatment will be considered by the Employer as a significant waiver.

The Employer and the Union acknowledge that nothing in this Letter of Agreement is to be interpreted as constituting a disclaimer of the Employer's responsibility to maintain discipline or of its right to rely on disciplinary measures in case of misconduct resulting from problems for which EAP assistance can be obtained. The Union may exercise its right to file grievances in such cases, in accordance with this Collective Agreement.

LETTER OF AGREEMENT NO. 8

UNION UNIT COMMITTEE ON FULL TIME LEAVE

The Employer and the Union have agreed that the members of the Union Plant Committee, the four (4) prevention representatives, one (1) labor delegate as well as two (2) social delegates are granted full-time leave to attend to Union business. Consequently, in order to compensate the unpaid hours worked beyond normal work hours, the parties agree to grant a fifteen percent (15%) increase on their regular salary.

This premium will cease as of the first day of a change of status for any of these employees who is returning to work in his position and is no longer on full-time leave.

The employees have the right to choose to receive either:

- the fifteen percent (15%) increase
- the twelve and a half percent (12.5%) increase and add forty-eight (48) hours in their bank of paid leave.
- The ten percent (10%) increase and add ninety-six (96) hours in their bank of paid leave.

This choice must be made once (1) a year and it remains valid for the whole reference year defined in article 14.22 b) of the Collective Agreement.

The use of accumulated hours is subject to the provisions of articles 14.22 b), c) and d).

LETTER OF AGREEMENT NO. 9

ENVIRONMENT JOINT COMMITTEE

The Employer and the Union agree to establish an Environment Joint Committee that will meet every three (3) months. These meetings are held during the regular working hours. The Committee consists of two (2) Union representatives and two (2) Employer representatives.

LETTER OF AGREEMENT NO. 10

SCHEDULE – DAY BEFORE PLANT SHUTDOWN

The parties agree to renew the special schedule for the day preceding the general shutdown of operations in summer and for the working day preceding the winter holidays for the duration of the Collective Agreement.

For the schedules in article 14.08, the schedule is as follows:

1-A: 6:00 a.m. to 12:00 p.m.

1-B: 6:15 a.m. to 12:15 p.m.

This schedule includes a rest period of ten (10) minutes and no meal break. The employees are thus paid for the worked time.

2-A – 2-B: 12:30 p.m. to 9:00 p.m.

This schedule includes a rest period of ten (10) minutes and no meal break. The employees are thus paid for the worked time.

For all the other types of schedule, the number of hours is reduced by two (2) hours at the end of the shift, and the meal breaks as well as the other rest periods are established based on the provisions of the present Collective Agreement.

LETTER OF AGREEMENT NO. 11

WOMEN'S ADVOCATE

A woman advocate is appointed by the Union from among the feminine negotiation members, taking into account the skills, experience and abilities of the candidates.

Her role will be to listen, support and/or refer the employee facing a situation of abuse, violence or harassment (work-related or not) to resources including the Employee Assistance Program.

The advocate will report to the union so appropriate actions are taken.

If an employee requests an urgent meeting with the women's advocate, the Employer will release her from her workstation without loss of pay and will provide her with access to an office to ensure the privacy of the interview.

LETTER OF AGREEMENT NO. 12

SUMMER SCHEDULE

The employees hired before February 1, 1989 will have the option, if they wish, to work on the basis of a four (4) day week during the period extending from the Quebec National Holiday to Labour Day. Employees working on the basis of a four (4) day week at ten (10) hours per day are assigned either to the Monday to Thursday schedule or to the Tuesday to Friday schedule.

LETTER OF AGREEMENT NO. 13

WORK HOURS OF THE LEAD HANDS ASSIGNED TO SECOND SHIFT

Notwithstanding the provisions of article 14.04 of the Collective Agreement and considering the operational needs requiring the Lead Hands assigned to the second shift to ensure the transition from the first shift, the parties agree on the following:

1. The Lead Hands assigned to the second shift may, on a voluntary basis, start their shift sixty (60) minutes earlier than their usual schedule;
2. The Lead Hands who volunteer to start work earlier should finish their work shift so as to work the number of hours of a regular work day, as per their usual schedule;
3. A Lead Hand may change his availability once (1) in six (6) months, i.e. volunteer to start work earlier or stop volunteering to start work earlier, as long as he provides five (5) days' notice to the Employer. The Employer may also put an end to a special, earlier work schedule by giving five (5) days' notice;
4. As provided in the Letter of Agreement concerning overtime distribution, the Lead Hands do not belong to a separate overtime list. Consequently, overtime is offered to them in an equitable manner and according to their seniority, by department and by work shift.

LETTER OF AGREEMENT NO. 14

WORK-LIFE BALANCE

In today's society, the parties acknowledge the impact family life may have on the professional obligations of an employee and that employees have the responsibility to fulfill these obligations. Consequently, if for family reasons only, the employee cannot fulfill his professional obligations, the Employer agrees to analyze the situation together with the Union in order to allow a schedule adapted to the employee's situation.

The Employer agrees to ten (10) days of leave of absence without pay for family obligations in accordance with the law. They can be split into half-days. The employee has to inform the Employer of his absence as soon as possible and take any reasonable measures to limit the number and duration of such leaves of absence. The Employer reserves the right to require justification or medical proof.

LETTER OF AGREEMENT NO. 15

JANITOR

Whereas:

1. The position of janitor is excluded from the Bargaining Unit by attrition;
2. Mr. Lionel Lalonde holds the position of janitor;

The parties have agreed to the following:

The position of janitor held by Mr. Lalonde within the Ancillary Positions will not be abolished.

LETTER OF AGREEMENT NO. 16

RETENTION PREMIUM FOR EMPLOYEES ABSENT FROM WORK DUE TO AN EMPLOYMENT INJURY

The parties agree upon the following concerning the application of article 12.04 of the Collective Agreement:

1. The Employer agrees to apply the present Agreement retroactively to July 1, 2005 for the cases involving more than one (1) week of time lost. For closed files, the Employer pays the retention premium directly to the employees at a rate of one dollar and seventy five cents (\$1.75) per hour. For cases still open, the Employer will send a revised ADR form to the CNESST to include the actual retention premium in the calculation of the future gross revenue of the employee. The retroactive premium is paid by the Employer directly to the employee, at a rate of one dollar and seventy five cents (\$1.75) per hour;
2. The Employer also agrees to apply this provision retroactively to July 1, 2005 for the cases currently under dispute, in the event they are settled by the Tribunal Administratif du Travail (TAT).

LETTER OF AGREEMENT NO. 17

PRO-RATA PREMIUMS

The parties agree on the following:

1. The weekend and the night premiums are no longer paid on a pro rata basis for the number of hours worked when using the banked overtime hours;
2. The weekend and the night premiums are no longer paid on a pro rata basis for the number of hours worked when using the personal days;
3. However, the weekend and the night premiums continue to be paid on a pro rata basis for the number of hours worked when using the leaves of absence without pay, regardless of the reason of the absence;
4. The weekend and the night premiums for the week preceding the general shutdown in summer and winter are paid on a pro rata basis for the hours actually worked.

LETTER OF AGREEMENT NO. 18

AGREEMENT APPROVAL PREMIUM OF THE 2019-2022 COLLECTIVE AGREEMENT

A lump sum of eight hundred dollars (\$800) less the applicable statutory deductions is paid to all employees who had a permanent status on December 6, 2019, within two (2) weeks following the approval of the Collective Agreement.

LETTER OF AGREEMENT NO. 19

TECHNOLOGICAL INNOVATION WORK REORGANIZATION AND CONTINUOUS IMPROVEMENT

Technological innovation, work reorganization and continuous improvement of business operation processes represent the best insurance for the future of both the Completion Centre and its staff. These initiatives aim to increase the productivity and flexibility of the company, key elements for the improvement of its competitive position, and they are not intended to reduce the staff numbers.

One (1) month before the beginning of each quarter, or as needed, the Employer communicates to the local section President and to the Union Plant Committee the required information pertaining to technological innovation, work reorganization or continuous improvement likely to have an impact on the Completion Centre personnel.

In this context, the Employer takes steps to offer training and refresher training to the employees affected by technological innovation programs, productivity improvement or work reorganization. Furthermore, the Employer makes every effort to redeploy the employees that have not received any training or refresher training within its operations.

More specifically, when the Employer decides to undertake and implement a continuous improvement project for its operational processes requiring a redeployment of the employees covered by the present Collective Agreement, the parties agree on the following:

1. Without limiting the Employer's rights, a joint committee for workforce movement is created and its role includes the following elements:
 - a) First, identifying whether the employees affected by the project may be redeployed in other departments in order to meet workforce requirements;
 - b) Analyzing the qualifications, skills and abilities of the employees affected by the project and making recommendations to management;

- i. Providing the reasonable additional training required for these employees to acquire the qualifications and abilities enabling them to perform the work in a competent and efficient way;
 - ii. If necessary, providing the reasonable additional training required for these employees to acquire the qualifications and abilities enabling them to be redeployed in another department and fill a vacancy in the respective department in a competent and efficient way;
 - iii. Providing a framework for the organization of these training activities;
 - iv. Implementing other work reorganization mechanisms.
2. Even though it is not the set objective, if in spite of such redeployments or the implementation of such training programs the project still results in some personnel in excess (e.g. employees unable to pass a training or refresher training program within a reasonable timeframe), the Employer also agrees to implement an assistance program for the affected employees, which may include, according to the circumstances prevailing at that moment, a notice of termination of employment, a program for relocation outside the plant, as well as other similar measures, such as a work sharing program or a voluntary early retirement program.

LETTER OF AGREEMENT NO. 20

TRAINEES

The Employer may use trainees for a maximum period of five (5) weeks, as long as this does not have the effect of entailing layoffs or preventing the recall of employees on the recall list.

The Employer informs the Union about any traineeship before it starts.

There may be traineeships for a period exceeding five (5) weeks upon agreement between the parties.

LETTER OF AGREEMENT NO. 21

DISPLACEMENTS IN AN ANCILLARY POSITION

The parties agree that an employee that has occupied an ancillary position after having exercised his seniority rights as per Appendix B for the term of the 2005-2007 Collective Agreement will not be considered as having had the position on a permanent basis as per article 9.12 d) of the present Collective Agreement.

LETTER OF AGREEMENT NO. 22

OVERTIME DISTRIBUTION PROCEDURE

For the purposes of the application of article 14.23, the present document is intended to change the procedure regarding the distribution of overtime.

Basic principles

- The employee has to have the skills required to work overtime at the requested time (e.g. licence, CNC, specific skills).
- Only the employees available to work overtime will be offered overtime hours.
- Overtime is offered on a daily basis to the available employees having the smallest number of accumulated hours at the moment of the offer. In case the number of accumulated hours is the same, seniority prevails.
- Overtime scheduled for weekends or statutory holidays is offered to available employees with the least amount of accumulated hours at the time of the offer.
- The employee who has been offered overtime may refuse it no less than two (2) hours before the end of his work shift.

Procedure

- A committee consisting of Employer and Union representatives is formed. This committee meets at the end of every month to make sure the basic principles and the distribution rules agreed upon are observed.
- An overtime distribution list per work shift, position and department is permanently updated and posted.

- In case an inequity is found by an employee, he presents himself together with the Shop Steward to notify his supervisor. In the event there really is an inequity, the supervisor pays the hours at fifty percent (50%) of the applicable rate. Payment is done within two (2) weeks following the reporting of the inequity. The parties agree not to recognize the inequity if it is not reported to the supervisor within one (1) working day. In the event of an authorized leave of absence, the employee must inform his supervisor immediately upon his return.

Compilation rules

- The number of overtime hours offered is accounted for at the applicable rate.
- The overtime hours offered and then cancelled by the supervisor are not counted in the overtime list.
- Even if the employee waives his overtime hours within the timeframe provided by the procedure, the overtime hours offered are counted.
- The counters are reset to zero (0) once (1) per year, on the last Saturday in November, except when December 1 falls on a Saturday; in which case, the counter starts on December 1.

LETTER OF AGREEMENT NO. 23

OVERTIME HOURS FOR TEMPORARY ASSIGNMENTS

Notwithstanding the provisions of the present Collective Agreement, the parties agree that the employees on a temporary assignment due to an accident or illness other than those covered by the Act Respecting Industrial Accidents have no right to work overtime, unless they provide a medical certificate attesting that they do.

LETTER OF AGREEMENT NO. 24

DEPARTMENT REORGANIZATION OPENING OR CLOSURE

The parties agree that in the event of a department reorganization, opening or closure not entailing layoffs, the available assignments are first offered by position and seniority to the employees of the affected departments. If there are not enough volunteers, the employees having less seniority in the affected department are displaced.

To minimize the impact on operations during a reorganization, opening or closure of a department, the parties agree to perform the workforce movements within a maximum period of three (3) months.

LETTER OF AGREEMENT NO. 25

OUTSIDE OF THE PLANT ASSIGNMENTS

For all outside of the plant assignments, there is no loss of seniority as long as there is an agreement between the two (2) parties. Such an agreement is in force for the duration of the Collective Agreement.

For that purpose, the parties agree to maintain the present practice of assigning the employees belonging to the Bargaining Unit to customers and suppliers. Furthermore, the employees are not obliged to accept such an assignment. The Union is notified of the nature of the assignments.

A customer is defined as the person who buys the aircraft, or his representative.

LETTER OF AGREEMENT NO. 26

SPECIAL PROVISIONS CONCERNING EMPLOYEES ASSIGNED TO BUILDING MAINTENANCE (GENERAL LABORERS, MAINTENANCE MECHANICS AND LICENSED ELECTRICIANS)

Considering the special nature of their duties, the Employer and the Union acknowledge that the employees assigned to the maintenance of buildings must be available in case of emergency situations.

For that purpose, in spite of the provisions of article 14.23 of the Collective Agreement, if the Employer cannot bring together the required number of employees of a given position, the employee having less seniority in the position and able to perform the work is obliged to come to work.

As far as the application of article 23.03 of the Collective Agreement is concerned, the Employer will rotate the employees that volunteered to be available on a standby basis. However, the employee with the least seniority in a given position and able to perform the work will have to be on standby if no other employee volunteers for that.

LETTER OF AGREEMENT NO. 27

RECOGNITION, RECIPROCITY AND FLEXIBILITY OF INTERNAL TRANSFERS

The Employer and the Union agree that the employees of Bombardier Inc. – Laurent Beaudoin Completion Center (LBCC) among all the Employers' facilities in the Greater Montreal Area, are responsible for the interior completion of the Global (or any other new name in the same or a superior category of business aircraft), as well as for the related manufacturing activities, and the associated support, in accordance with all the positions in the current collective agreement.

The Union agrees that the employees filling in all the positions of the present Collective Agreement concluded with the Employer can be selected and transferred on a temporary and voluntary basis to the other Bombardier Inc. facilities in the Greater Montreal Area.

These transfers are made without any loss of rights and privileges, namely the right to return to their previous position based on seniority.

The present Letter of Agreement does not affect the current practices or the provisions of the Collective Agreement in force.

LETTER OF AGREEMENT NO. 28

MAINTENANCE

The parties agree that the maintenance trades are not directly related to aircraft manufacturing; however, they are necessary for the effective operation of the plants. Consequently, the company confirms that the internal subcontracting will not result in layoffs or prevent the recalling of an employee working in a maintenance related job.

The parties agree that the maintenance employees have the role of maintaining the equipment and buildings.

LETTER OF AGREEMENT NO. 29

TRAINING PROGRAM - PRE-FLIGHT TECHNICIAN

In order to meet the ACA/CATII requirements, according to operational needs, the Company undertakes to offer, to employees occupying positions of pre-flight technicians by seniority, a career plan and training structured in the extent to which they qualify according to established criteria.

This program will include:

- Welcome plan for new employees
- A personalized development plan per employee
- A training needs assessment

This program will allow them to develop and acquire the skills required to access the appointment process of aircraft signatories.

A parity committee will be formed to participate in the development of the program and to deploy it to other positions, if any, within the union accreditation unit, according to the needs determined by the employer.

LETTER OF AGREEMENT NO. 30

SALARY SCALES BEFORE SEPTEMBER 16, 2018

Following the 2019 negotiations, the parties have agreed that; Employees hired before September 16 2018, in the manual positions (group B) and to in the ancillary positions (group C), will keep the salary scale on which they were hire until they reach level 4.

The levels will be added following the agreement on Appendix C.

LETTER OF AGREEMENT NO. 31

PHASED RETIREMENT

The parties agreed to implement a phased retirement program for the duration of the collective agreement.

The terms of which will be determined by the parties and the implementation of the program will be effective within 3 months from December 5, 2019.



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