

**Memorandum of Agreement  
between  
Bombardier  
(Hereinafter also referred to as “the Company”)  
-and-  
Unifor Local 112  
(Hereinafter also referred to as “the Union”).**

Words that are **BOLDED** and **UNDERLINE** are new language.

Words that are **STRIKED OUT** are to be deleted.

**ARTICLE 15 – ARBITRATION**

Professor E.E. Palmer

**Eli Gedalof**

**Marilyn Silverman**

Professor W. B. Rayner

Ms. P. Knopf

Larry Steinberg

Chris Albertyn

**BUMPING/LAYOFF/RECALL LANGUAGE CHANGES**

**ARTICLE 22 – LAYOFF AND RECALL**

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

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

(b) Probationary employees in the Job Classifications affected will be laid off first. Probationary employee will be as per article 17.03a, and **regular employees completing their 30 day probationary period in a new job will be as per article 20.**

(c) Employees with seniority in the Job Classifications affected will be removed from the classification in inverse order of seniority and may exercise bumping rights with the provisos:

i. He/she may accept layoff rather than exercise his/her bumping rights, or

ii. He/she may elect to displace the employee holding least seniority at the next succeeding downward wage level **to any classification where he/she has vested rights.** ~~on his/her own Flow Chart or on another Flow Chart from which he/she had moved, or on another Flow Line of his/her Flow Chart from which he/she had moved.~~ **Such employee may be assigned within the classification and program as required by the Company. Employees affected by a bump will be notified within 14 days of the initial layoff notice being posted.**

~~In the application of this Clause, the parties recognize that the above will be the normal procedure but that there may be exceptions wherein an employee declares that he/she cannot perform the job at the next succeeding downward wage level during the prescribed time limits in which case he/she shall be permitted to displace the junior employee on the next succeeding downward wage level on the flow lines of his/her Flow Chart.~~

**iii. Employees will not be permitted to exercise bumping rights or recall rights laterally, unless the employee is covered by Letter of Intent 34 (Amalgamation).**

(d) In no event shall an employee bump another employee who is employed in a higher paid Job Classification. (Except for Letter of Intent #34)

(e) An employee, while on disability leave or any other personal leave of absence, will be laid off for lack of work in accordance with the seniority provisions of the collective agreement. The employee will be notified by registered mail of such a layoff. Any bumping rights may be exercised ~~in accordance with the employee's seniority~~ when the employee is fit to return to regular or modified duties, **in accordance with their seniority rights and where he/she has vested rights.**

~~22.02 An employee who exercises his/her bumping rights shall be permitted ten (10) working days to prove his/her ability to do the work of the displaced employee in a satisfactory manner.~~

~~22.03~~ **22.02** In the event that two or more employees possess the same seniority date, the employee holding the lowest clock number shall be deemed to possess highest seniority, unless otherwise provided for in this Collective Agreement.

~~22.04~~ **22.03** The Company will submit to the Plant Chair a list of employees to be laid off one (1) week prior to the layoff becoming effective and similarly the employee subject to the layoff will be given one (1) week's notice; or alternatively, the laid off employee will be paid one (1) week's salary in lieu of such notice. A copy of any notice given to an employee by the Company in compliance with the Employment Standards Act shall be sent to the Plant Chair.

~~22.05~~ **22.04** An employee while retained on the Seniority List during layoff, accumulates seniority during such a period.

~~22.06~~ **22.05**

(a) Subject to Clause 22.01(c), a surplus/**laid off** employee who has recall rights will be recalled to any former job classification to which he/she ~~had~~ holds vested rights except those **classifications** in which he/she ~~refused or failed.~~ **refused recall, posted downwards from, failed their probationary period, or returned to a their previous classification during their thirty (30) day job posting probationary period.**

(b) A laid off employee having exercised his/her rights under Clause 22.01(c), shall be recalled consistent with his/her seniority to any job he/she had vested rights to.

(c) Employees when notified of layoff as per Clause 22.05-04, will indicate on a form supplied by the Company those jobs he/she wishes recall to, and will receive a copy of said form.

~~22.07~~ **22.06** However, an employee who has elected layoff cannot claim recall to any job classification on his/her flow chart which is below that from which he/she elected layoff, or be recalled to a job in which he/she had failed.

~~22.08~~ **22.07** A claim by an employee that he/she has been improperly declared surplus or laid off, shall be treated as a grievance if a written statement of such grievance is lodged with the Manager, Industrial Relations, within fifteen (15) working days after the employee **has been declared surplus or notified of layoff.** In such case Step No. 2 **of the grievance procedure** shall be invoked within three (3) working days following receipt of **the** grievance.

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

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

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

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

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

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

26.02 Subject to 26.01 above, a District Committeeperson shall be the last person who is removed from his/her classification in the District in which he/she is recognized as holding Union representation. Thereafter he/she will be subject to all bumping provisions except that he/she will not be laid off during his/her term of office so long as full-time work is available in his/her District at his/her own or lower wage level which he/she ~~has the ability to perform~~ **has vested rights to.**

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

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

## **SCHEDULE “E” – GLOSSARY OF WORDS & PHRASES**

### **BUMPING**

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

### **FLOW CHART**

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

## **ARTICLE 20 – JOB POSTINGS**

20.01 When there are openings within the job classifications covered by the Collective Agreement, the Company will post notices on the bulletin boards throughout the plants. These notices will contain classification(s), program and bay and will remain posted for a period of ~~seventy-two (72) hours~~ **7 calendar days** before hiring outside help and, in the interim, applications from eligible employees will be considered in conjunction with Clauses 17.03 (c), 18.01. Every reasonable effort shall be made to place the employee in the identified position. The notices will be removed at the end of the shift following the expiry of the ~~seventy-two (72) hours.~~ **7 calendar days. Additionally, the job postings process will be governed by the following:**

- (a) **Application forms will be submitted at a designated location that is mutually agreed to,**

and the parties will create a process whereby applicants will receive a receipt of submission;

- (b) A FAQ document will be posted at all times on all bulletin/notice boards throughout the plant;
- (c) Employees shall only write one (1) job posting number per application form. Any application with multiple job posting numbers on the form will be disqualified from consideration.
  - i. In the event an employee is successful for multiple postings at the same time, he/she will be given their preferred job on a seniority basis
- (d) When applying for skilled trades, the following two (2) points are mandatory and to be printed on both job postings and application form:
  - i. Journey persons must include proof of bona fide apprenticeship with license and attach to the application form
  - ii. When applying for skilled trades apprenticeship the employees must attach proof of grade 12 diploma or equivalent and attach to the application form
- (e) The Company will have five (5) working days to mark all tests, and test results will be posted after 5 working days from the date of testing by clock number.
- (f) Employees have ten (10) working days following the date that marks are posted to review their mark or challenge their test material which they feel may be incorrect

In the event that an employee does not show (DNS) to write two (2) tests for the same classification, the employee will be disqualified from applying for that position for a period of six (6) months from the time of posting

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

(a) An employee applying for a position in his/her same or a lower wage group shall not be considered until after those applicants for the said job vacancy from a lower wage group and who qualify under the "promotion" terms of reference have been considered.

- I. A successful downward bid shall be paid the job rate of the lower job and shall forfeit vested rights to the job from which he/she has bid downwards ~~and recall rights but maintain their previously held rights.~~
- II. After an employee successfully posts downward from a classification, the employee will be able to re-apply to this former classification without writing the application test, or completing a 30 day probationary period.

(b) An employee accepted on a job posting will be notified of his/her acceptance within ten (10) working days after the posting has been removed the ten (10) day review period. An employee accepted on a job posting will assume his/her new duties within ~~thirty (30) days worked~~ fifteen (15) working days. All employees bidding for a job posting, and the Union, will be notified within ten (10) working days in the event the job is cancelled.

- i. In the event the Company cancels a job posting after the test has been written but before the successful applicants are posted on the bulletin/notice boards, all applicants who

applied for the job and successfully pass the test will have their marks honoured for a period of six (6) months from the date of the cancellation of the job posting. These employees will be immediately eligible to apply for any/all future job postings.

- ii. In the event the Company cancels a job posting after posting the successful candidates but within the ten (10) day successfully posted period, these applicants will have their test marks honoured for a period of six (6) months, and will be immediately eligible to apply for any/all future job postings.
- iii. In the event the Company cancels a job posting after the expiry of the ten (10) day successfully posted period and a grievance is filed, the successful applicants will be awarded an opportunity to any/all future job postings within that classification, by plant-wide seniority, providing the grievors apply for that position. If the grievor is posted as successful and declines the job, or if the grievor successfully posts into a different job posting in any classification within six months after the cancellation, the grievance will be considered resolved. The applicants affected by the cancellation will have their marks honoured for a period of six (6) months from the date of the cancellation of the job posting, and will be immediately eligible to apply for any/all future job postings.
- iv. In the event the Company cancels a job posting after the successful candidate has commenced working the 30 day probationary period, and a grievance is filed, the affected employee(s) will have their test results honoured for a period of (6) months, and will be awarded an opportunity to any/all future job postings within that classification, by plant-wide seniority, providing the grievors apply for that position. If the grievor is posted as successful and declines the job, or if the grievor successfully posts into a different job posting in any classification within six months after the cancellation, the grievance will be considered resolved.. These employees will be immediately eligible to apply for any/all future job postings.

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

~~(d) An employee having bid for and been accepted for a Job Posting shall not be eligible to be considered for a further Job Posting for a vacancy for a further period of six (6) months from the date of posting of his/her acceptance, unless the employee in question has been declared physically unfit for the job to which he/she has been promoted. In the event an employee is not placed in the identified position as outlined in 20.01 he/she shall be free to post at any time. The six (6) month ineligibility period will not apply to employees who wish to bid for a Skilled Trades Apprenticeship job posting.~~

~~(e) An employee on layoff with recall rights shall be eligible for job postings on the following basis:~~

- ~~i. A laid off employee who has exercised all his/her bumping rights may be considered for any job opening except one he/she has refused or failed;~~
- ~~ii. A laid off employee who elected layoff without having exhausted his/her rights to bump would not have the right to bid for any job which is below the wage group he/she held at the time of layoff. However, after exhausting his/her EI and/or SUB benefits he/she will be entitled to apply for any posted job. The only area of grievance would be ability and seniority for the posted job.~~

20.03

(a) Notwithstanding other provisions of the Agreement, an employee who is accepted on the basis of a Job Posting may be returned to his/her former Job Classification provided he/she requests return within thirty (30) working days. **An employee will be considered to be ineligible for consideration to further job postings for a period of six months should any of the following occur, unless the employee in question has been declared physically unfit for the job in which he/she has been promoted:**

- i. Any employee successfully posts into a job and then declines the opportunity;
- ii. An employee is removed during the 30 day probationary period
- iii. An employee elects to return to their former classification during the 30 day probationary period

~~(b) In the event that an employee does not exercise the option of returning within thirty (30) days as described above, and there is a dispute as to his/her ability to satisfactorily perform the job, the employee shall be returned to his/her former job classification and the matter may then be referred to the Grievance Procedure.~~

**(b) In the event an employee is not placed in the identified position as outlined in 20.01 he/she shall be free to post at any time.**

~~(c) In the event that an employee is returned to his/her job under either of the above conditions, the job, if required, shall be awarded to another applicant with the required abilities from the initial posting.~~

**(c) The six (6) month ineligibility period will not apply to employees who wish to bid for a Skilled Trades/Apprenticeship job posting.**

**(d) Additionally, any employee who completes the 30 day probationary period in the new job shall not be eligible to be considered for a further job posting for a further period of six (6) months from the date of posting of his/her acceptance, unless the employee in question has been declared physically unfit for the job to which he/she has been promoted.**

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

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

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

#### **20.05**

**(a) Notwithstanding other provisions of the Agreement, an employee who is accepted on the basis of a job posting may be returned to his/her former Job Classification provided he/she requests return within thirty (30) working days.**

**(b) In the event that an employee does not exercise the option of returning within thirty (30) working days as described above, and there is a dispute as to his/her ability to satisfactorily perform the job, the employee shall be returned to his/her former job classification and the matter may then be referred to the Grievance Procedure.**

**(c) In the event that an employee is returned to his/her job under either of the above conditions, the job, if required, shall be awarded to the next applicant by seniority from the initial posting.**

## HEALTH AND SAFETY

### LETTERS OF INTENT - 11. SAFETY

1. All accidents of a serious nature or where the worker sought medical attention arising from a workplace accident/incident must be investigated by both the Union Safety Chair and Safety Supervisor at the time of the accident/incident.

### LETTER OF UNDERSTANDING RE: RIGHT TO REFUSE UNSAFE WORK

#### The Right to Refuse Unsafe Work

- a) The Company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm themselves or any other person, and that signs are posted in the workplace advising them of this right.
- b) If a worker exercises his/her right to refuse, he/she shall notify the supervisor and the supervisor shall notify the Company Health and Safety Representative and the Union Health and Safety Representative. He/she shall remain in a safe place and participate fully in the investigation of the hazard.
- c) Pending the investigation and decision arising from a work refusal, the Company may assign another worker to perform the functions of the original refusal, so long as they have been advised of the other worker's refusal and of his or her reasons for the refusal.
- d) The Union co-chair or alternate shall fully participate in the investigation at every stage.
- e) No employee shall be discharged, penalized or disciplined for acting in compliance with the Occupational Health and Safety Act.
- f) No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to him/herself, a fetus, a workmate or the public.
- g) Where an employee has exercised his or her right of refusal under the Occupational Health and Safety act, there shall be no loss of pay, seniority or benefits during the period of the refusal.
- h) The parties agree that it is important to resolve safety issues in a timely manner and will cooperate in a timely investigation in accordance with the regulations under the Occupational Health and Safety Act.

### LETTER OF INTENT RE: JOINT RETURN TO WORK COMMITTEE

#### Policy and Objectives

The Company and Union recognize that an early return to productive employment at the appropriate time can assist workers in achieving quicker rehabilitation and allow them to maintain their personal dignity and financial stability. The Company will ensure that medical confidentiality is respected at all times in accordance with the relevant statutory requirements.

The Company and the Union recognize that the Workplace Safety and Insurance Act and the Human Rights Code place an onus on the employer to accommodate injured and ill workers.

The Company and Union acknowledge their duty to accommodate persons with disabilities in the manner and to the extent required by the Ontario Human Rights Code. An employee with whom an accommodation is being discussed shall be informed of his/her option to have a union representative present during any such discussions.

It shall be the objective of the parties to assist injured and ill workers by:

- A) Ensuring the well-being of affected employees by supporting reintegration into the workplace and having regard to the medical restrictions and other factors that adversely affect the disabled employee.
- B) Restoring the employee as much as possible to a normal life pattern while returning a valuable human resource to productive activity within the workplace.
- C) Ensuring the involvement of the ill or injured worker, including consideration of the advice of the injured workers medical practitioner(s), in creating a return to work plan, wherever possible.
- D) Ensuring respect of medical confidentiality.

Based on the policy and objectives above, the Company and Union agree to establish a Joint Return to Work Committee ("JRTWC"). This agreement forms part of the collective agreement. The committee is comprised of equal numbers of Union and Company representatives. The purpose of the committee is twofold:

- 1. To, wherever possible, return ill or injured workers to full employment at the appropriate time and in a manner which assists in their recovery; and
- 2. To assist the Joint Health and Safety Committee in the prevention of workplace injuries. The company recognizes that preventing injuries is the best and most effective solution to workplace injuries.

To that end the company agrees to:

1. Make reasonable efforts to provide suitable modified or alternate employment to employees who based on medical evidence are temporarily or permanently unable to return to their regular duties, as a result of an occupational or non-occupational injury or illness.

2. This will include training and/or the modification of work stations or equipment to accommodate disabled employees in a manner consistent with the collective agreement and according to the criteria listed below, providing that such accommodation allows for the performance of meaningful work and does not create undue hardship to the Company.

3. Assist the Committee in developing an analysis of injuries and their cause in order to:

- a) Provide recommendations that can be used in the prevention of future injuries.
- b) Make every reasonable effort to modify existing jobs when it will assist in preventing injuries and accommodating disabled workers.
- c) To modify jobs as is determined necessary to prevent future accidents, to accommodate disabled workers and to return workers effectively to the work place.

In order to accommodate a disabled employee the following shall apply in the order listed below:



First, the disabled employee's present position will be considered for modification. The goal will be to bring the injured/ill worker back to the essential duties of their pre-injury job. Second, the essential duties of positions within the disabled employee's classification will be considered. Third, the essential duties of positions within the bargaining unit will be considered.

The Employee will cooperate in this process. The JRTWC will be responsible for developing a Return to Work Plan based on the above criteria. The program should be consistent with the collective agreement and not impose any arbitrary or unnecessary restrictions such as permitting no overtime for the employee, except where such restriction is medically supported and/or where the employee's restrictions or limitations are incompatible with the work likely to be required.

#### Eye Protection

31.03

- (a) Employees must wear approved eye protection as designated.
- (b) The Company will provide prescription safety glasses to employees at no cost to such employees. Subject to clause 31.03 (c), prescription safety glasses will be provided on a two (2) year eligibility cycle. The choice of supplier, frames, lens type, material, special features, method of delivery and all other related matters will be left to its ~~(the Company's) sole discretion~~ **designated by the Company, in consultation with the Union Health and Safety Representative.**

#### Foot Protection

31.05

- (a) Employees must wear approved foot protection as designated.
- (b) The Company will contribute one hundred and forty dollars (\$140.00) per year to the cost of one (1) pair of approved protective footwear for non-probationary employees working in mandatory foot protection areas. For the purpose of this Article, a year will be the period from September 1 to August 31 the following calendar year. In areas other than the Paint Shop, up to two (2) years' entitlement may be combined if required to cover the cost of one pair of protective footwear. In the Paint Shop, the two entitlements in a calendar year may be combined if required to cover the cost of one pair of protective footwear.
- (c) Protective footwear shall be obtained from protective footwear companies designated by the Company **in consultation with the Union Health and Safety Representative.**

### Letter of Understanding

#### Without Prejudice or Precedence

#### Re: Time and Attendance

#### Between

Unifor Local 112 (the Union)

#### And

Bombardier (the Company)

**As discussed in 2018 collective bargaining negotiations, it is the intent of the Company to implement a Time and Attendance System for use at the Bombardier Downsview facility on or around November 2018. This letter serves to confirm that should the parties encounter any disputes as they relate to the design, deployment or application of the system which rightfully constitute a legitimate breach of the Collective Agreement, that these disputes will be managed within the Collective Agreement, up to and including grievance arbitration.**

Letter of Understanding

Without Precedent or Prejudice

Notwithstanding any other provisions in the Collective Agreement, the parties hereby agree that the following terms and conditions shall govern the ACA's under the AMO.

Aircraft Certification Authority (ACA) – Toronto Site

The duties of an Aircraft Certification Authority (ACA) include preparation of aircraft for customer acceptance and inspection in Toronto and support ferry flights/deliveries to customer facilities from Toronto as required, as per Letter of Understanding #17 – Work Commitment. An ACA must be able to perform all work and inspect their own work, as well as the work performed by non-ACA personnel. In addition, an AC must possess leadership skills to assign and supervisor any manpower performing work for which they would be responsible. In accordance with CAR 571, ACA's must be able to enter the necessary technical and journey log entries.

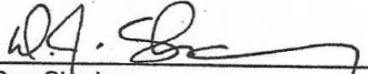
ACA authority for an aircraft with a certificate of airworthiness is governed by the Canadian Aviation Regulations 571 and 573 and the Aircraft Maintenance Organization (AMO) Maintenance Policy Manual (MPM). An ACA candidate must be able to meet the requirements as set in CAR 571 and CAR 573 and the MPM. The ACA will perform and inspect all work covered under the scope of their license and ratings.

Aircraft Maintenance Organization (AMO) – Toronto Site

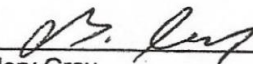
The Company has established an Aircraft Maintenance Organization (AMO). The jurisdiction of this department allows for any flying aircraft with an issued Certificate of Airworthiness (C of A). Employees assigned or this department will perform their duties in accordance with CAR 571 and as outlined in the MPM (overtime will be equalized within the AMO by classification). Employees within the AMO will also be assigned shift work as per operational requirements (the AMO does not limit the use of external vendors for the purpose of vendor required work). In addition, maintenance arrangements must be made per CAR 573 should there be a requirement for non-AMO personnel to perform work on behalf of Bombardier Aerospace. The AMO must maintain a core group of personnel at all times with the flexibility to add or remove manpower to support operational requirements, both in the short and long terms. The addition of personnel must have the required training and prerequisites as outlined in CAR 571 and the MPM.

In the event that discrepancies arise from the interpretation of this letter, the parties shall meet to discuss the issues and endeavor to reach a mutually acceptable resolve. The parties agree that regulatory changes which occur that affect this agreement may require the parties to meet to discuss those changes.

For the Company:

  
Dan Sharkey  
Vice President, Human Resources  
2/23/07  
Date

For the Union:

  
Merv Gray  
Plant Chair, Local 112  
2/23/07  
Date

## LETTER OF UNDERSTANDING

### 31. AIRCRAFT MAINTENANCE ENGINEER APPRENTICESHIP PROGRAM AME APPRENTICE TRAINING (922A) BETWEEN DE HAVILLAND INC. AND BOMBARDIER REGIONAL AIRCRAFT DIVISION AND LOCAL 112 CAW-UNIFOR

Notwithstanding any other provisions in the Local 112 collective agreement, the parties agree to the following terms and conditions:

This apprenticeship program will be called "AME Apprenticeship Program" and referred to in this Agreement as such for the purpose of allowing the apprentice to apply and obtain an Aircraft Maintenance Engineers License issued from the Department of Transport.

#### TRAINING PROGRAM – PRODUCTION CLASSIFICATIONS PURPOSE:

The purpose of this AME Apprenticeship Program is to make certain that extreme care is exercised in the selection of applicants and that the methods of training are uniform and sound, with the result that they will be equipped from profitable employment, and to further the assurance to the Company of proficient workers at the conclusion of the apprenticeship period. A 10:1 apprentice ratio between the 922's and the 922(A)'s shall be maintained.

#### COMMITTEE:

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

#### RESPONSIBILITIES OF COMMITTEE:

The Committee shall be responsible for the review of the apprenticeship schedule, credits for previous experience, standards, selection of apprentices, and the method of administering, monitoring and modifying the program as required. Additionally the Committee will review the AME Logbook progress of the apprentice every 3 months, specifically, April 1st, July 1st, October 1st and January 1st, to ensure that the apprentice is on schedule or review any constraints the apprentice may be experiencing.

#### APPLICATIONS:

The application for the position of apprentice will be through the job posting procedure. All qualified applicants (see eligible requirements) will be reviewed for acceptability by the committee. Applicants must meet the minimum requirements as set on the job posting.

#### ELIGIBILITY REQUIREMENT:

To be eligible for an AME Apprenticeship Program (922A) the following conditions apply:

- (a) Preference shall be given to employees with at least one (1) year of employment at the Toronto site.
- (b) Have the minimum training as required and described in Canadian Air Regulations (CAR) chapter 566, by the approved Transport Canada Organization (ATO) and outlined in the Airworthiness Notice C002 Appendices.
- (c) Have an "Aircraft Maintenance Engineer Personal Logbook", with the personal data, basic training, type and post-graduate training employment recorded.
- (d) Where there is more than one eligible and qualified candidate, seniority will be the determining factor in selecting a candidate. The parties will endeavor to maintain a 70/30 (or vice versa) ratio between

accredited and non-accredited candidates. The ratio will be reviewed July 1st and January 1st of each year. It is understood that the percentage between accredited and non-accredited candidates may not exceed 70% without apprenticeship committee approval.

## **WAGES**

Wages for the 922A shall be paid as follows. The apprentice will also receive cost of living and any improvement factors.

Group 922A

Level 1

**Group 5** wages rate for year 1.

Level 2

Group 6 wages rate for year 2.

Level 4 **3**

Group 7 wages rate for year 3.

Level 4 **4**

Group 8 wages rate for year 4.

The AME apprenticeship program (922A) is a 2 or 4 year program. The committee will review relevant experience of the applicant and be placed in the proper level.

Upon successful completion of the program, the company agrees to place the successful candidate in the 922 classification in accordance with his/her seniority.

## **SENIORITY**

The apprentices will exercise seniority ~~in~~ **in** their own group (922A). For example, if there are four apprentices in the 922A classification and a reduction in this number is required due to lack of work, ~~the first hired 922A shall be the last laid off~~ **the employee with the least seniority will be the first removed** and the last laid off **employee** shall be the first to be reinstated.

During apprenticeship, if the apprentice ~~requests to return to his previously held classification, or be is~~ laid off due to lack of work, he/she will be permitted to move back in to his/her ~~flow chart~~ **any previously held downward position(s) where they hold vested rights** with accumulated plant seniority while on apprentice training.

**In the event the apprentice elects to leave requests to return to his/her previously held classification or is removed from the 922A position due to cancellation of apprenticeship, they will return to their previous classification at their time of acceptance with accumulated plant seniority while on apprentice training.**

If the apprentice requests to return to his/**her** previously held classification, he/she shall be ineligible to reapply into the 922A classification for a period of two (2) years from the date of the ~~move~~ **return**.

**A drop dead date of no longer than three (3) months past the regular completion of apprenticeship will be inserted in the terms under CANCELLATION OF APPRENTICESHIP.**

**At the time of acceptance of the 922A position, the successful candidate and a company official shall sign a terms and conditions agreement letter outlining the 922A collective agreement language, with copies provided to the employee and the joint committee.**

The ratio of apprentices to mechanics shall not exceed one (1) apprentice (922A) to each ten (10) mechanics (922) in the trade in which they are apprenticed. If layoffs become necessary, apprentices shall be laid off to maintain the same ratio.

## **CANCELLATION OF APPRENTICESHIP**

The committee shall have the authority to cancel the apprenticeship agreement at any time for cause, such as:

- (a) Inability to learn
- (b) Unreliability
- (c) Unsatisfactory work
- (d) Lack of interest in his/her work or education
- (e) Improper conduct
- (f) Failure to attend classroom instruction regularly. If such a cancellation occurs, the apprentice will be ineligible to reapply into the 922A classification for a period of two (2) years from the date of removal.

**(g) A drop dead date of no longer than three (3) months past the regular completion of apprenticeship.**

## **ACADEMIC TRAINING**

- (a) Each 922A will be required to attend schedule training. This will be training conducted on Company time with full wages.
- (b) All training completed must be documented in the Aircraft Maintenance Engineer Personal Logbook by the apprentice and certified by the training department.
- (c) If a test is required, a mark of 70 percent (70%) is deemed a pass, unless specified on the test.
- (d) Specific training in CARS (Canadian Air Regulations), SMS (Safety Management System), Human Factors and Independent checks of flight controls are a prerequisite, prior to completion of the apprenticeship program.

## **COURSE OUTLINE**

- (a) The apprentice shall work the normal shop and be subject to off shifts.
- (b) Apprentices may work overtime. Apprentices shall be placed on the regular overtime list and averaged as per the collective agreement. The committee shall meet to address any issues arising from overtime distribution.
- (c) Apprenticeship Program shall be 24 months or 48 months in duration, depending on training accreditation, this timeline is subjected to change via the Canadian Air Regulations.
- (d) The first 3 months will be a probation period.
- (e) During the apprentice's time in each shop, he/she shall be assigned to work with a certified AME Inspector, AME mechanic or AME lead hand.
- (f) Each apprentice will have an Aircraft Maintenance Engineer Personal Logbook. It will be the responsibility of the apprentice to properly populate the completion of tasks in their logbook. Proof of having completed aircraft maintenance tasks shall take the form of a certification by the certified AME Inspector, AME mechanic or AME lead hand, or equivalent person who supervised the work. The certification statement shall include the date, aircraft type, registration mark, or component serial number as applicable, and confirm that the applicant is able to:

- (a) Identify the applicable standard for the task
- (b) Select the proper tools
- (c) Perform the work correctly without supervision
- (d) Complete the necessary documentation.

Person who sign for completion of maintenance tasks shall be responsible for the accuracy of statement made. Note: In some cases a task may need to be performed several times before a sign off could be granted (the AME certifying the work must be certified on the aircraft type) Refer: CAR 566-03(e) (IV).

### **CREDIT**

Accreditation of experience will depend on the type of Transport Canada approved training that was completed, as outlined in CAR 566 and Airworthiness Notice C002. This accreditation will be reviewed at the start program.

### **PROGRAM ADMINISTRATION**

The Committee of Apprentices shall prepare adequate record forms to be filled in by the Supervisor of the area where the apprentice is being trained. The reports will be submitted to the Committee on the work and progress of the apprentices.

### **COMPLETION OF THE APPRENTICESHIP**

Upon completion of the apprenticeship under these Apprenticeship Standards, the committee will review the apprentice logbook to ensure that the required percentage of tasks completed (minimum of 70% per ATA chapter) in the logbook has been met (Note: The apprentice is responsible to insert any additional tasks performed that are not listed in the logbook). Additionally the applicant will complete form BAQAF4-1.3. Human Resources will provide an employment history to the apprentice, in addition to all certificates of completion as per Academic Training (d). The committee will then request the Preflight Quality Manager or AMO Quality Manager to review the apprentice's logbook, employment history and form BAQAF4-1.3. The Quality department must assess if the apprentice meets all required prerequisites and if successful, sign form BAQAF4-1.3 and return to the apprentice. Should the applicant not meet the minimum prerequisites, a qualified representative from the Quality department will provide a written explanation of what needs to be done, to meet these prerequisites.

The company will afford the apprentice the time to write all Transport Canada examinations during regular work hours. The cost of the examinations and application will be reimbursed by the company upon successfully passing. The company will not incur the costs of examinations failed.

### **AGREEMENT REVIEW**

In order to facilitate the purpose of this program, amendments may be proposed by the Committee, the Company or Local 112 C.A.W. **Unifor** and in addition any regulatory changes made by Transport Canada. Any misunderstandings or non-agreement of the Committee on any issues not clarified in this Agreement will be submitted to Labour Relations and the Union Bargaining Committee for resolution.

In the event that discrepancies arise from the implementation or interpretation of this letter of understanding the parties shall meet to discuss the issues and endeavor to reach mutually acceptable resolve.

The "Flowchart Process for A.M.E. Licensing" on page 6, forms part of this agreement.

This letter of understanding will terminate on ~~June 22, 2018~~ **June 22, 2021.**

### **SCHEDULE "C"**

**ANNUAL VACATIONS WITH PAY** - Numbering to be revised accordingly

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

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

1. The Company will issue vacations forms to all employees no later than April 1.
2. Employees are **entitled** ~~required~~ to submit vacation request forms **during the canvass period lasting from May 1 to May 10 covering the vacation period lasting from June 1 to September 30, or for the entire vacation period (June 1 to May 31 of the following year). Thereafter, the mandatory individual vacation periods are as outlined below:**
  1. **Canvass period lasting from September 1 to September 10 for vacation period October 1 to January 31, or up to May 31**
  2. **Canvass period lasting from January 2 to January 10 for vacation period February 1 to May 31. Failure by an employee to submit a vacation request during the final canvas period may result in the mandatory scheduling of remaining vacation entitlements.**
3. Vacation Planners are to be completed and copies of Approval Request Forms are to be returned to employees by **the applicable period(s) May 15, September 15, and January 15 as outlined above.**
4. **Vacation requests will be granted by individual vacation periods, as outlined above, based on seniority and classification.** It is recognized there may be exceptions ~~necessitated by work requirements~~ which will be reviewed on a case-by-case basis.
5. Vacation Planning will be done **by overtime list** by area **line** manager. ~~where possible.~~
6. In order to allow as many employees as possible vacation time during the summer months, ~~no~~ more than three weeks of vacation will **may** be granted during July and August, ~~unless~~ **provided** the additional entitlement falls within conditions **#2** and **#10**.
7. Employees who change jobs by choice (i.e. Job Posting) should discuss their approved vacation time with their new supervisor. ~~Vacation time may be altered to maintain continuous production.~~
8. Division initiated moves (**i.e. transfer**) will not affect an employee's scheduled vacation time.
9. Employees on an **authorized leave of absence**, Workers' Compensation or Group Insurance Benefits during **either** their approved vacation period, **or the canvass periods referenced above**, must submit for approval, **within 10 working days of their return**, a revised Vacation Plan Request Form. ~~upon returning to work.~~
10. ~~Fifteen percent (15%)~~ **Twenty percent (20%)** of the employees in ~~on~~ an **overtime list** area will be granted vacation at a given time. However, this will not apply in Final Assembly due to critical delivery requirements. **Any** exceptions will be reviewed on a case-by-case basis. **This twenty percent (20%) limit does not apply to the Skilled Trades group.**

1.01 Employees will be paid their vacation pay at the time of taking vacation at the rate of two percent (2%) of their earnings for each week taken. Vacation shall be taken in minimum one (1) week blocks. However, employees with **three (3) or more weeks' entitlement may take up to one (1) of their weeks entitlement in (1) day blocks.** Employees with four (4) ~~or more weeks' entitlement may take up to one~~

(4) ~~(2)~~ of their weeks in increments of one (1) day blocks. Employees with five (5) ~~or more~~ weeks' entitlement, may take up to ~~two (2)~~ **(3)** of their weeks in increments of one (1) day blocks, with vacation pay being calculated at the rate of 0.4% of their earnings for each day taken.

**PAYMENT FOR PLANT HOLIDAYS NOT WORKED**

4.01

Negotiated Plant Holiday	Holiday for Weekend Workers (Employee Scheduled for <del>Monday</del> )	Holiday for Weekend Workers (Employee Scheduled for <del>Friday</del> )
<b>Stat – Canada Day</b> (Monday July 2, 2018)	Monday, Monday July 2, 2018	Friday June 29, 2018
<b>Stat – Labour Day</b> (Monday September 3, 2018)	Monday September 3, 2018	Friday August 31, 2018
<b>Stat – Thanksgiving Day</b> (Monday October 8, 2018)	Monday, October 8, 2018	Friday October 5, 2018
<b>Floater #1</b> (Monday December 24, 2018)	Sunday, December 23, 2018 <sup>1</sup>	Sunday, December 23, 2018
<b>Stat – Christmas</b> (Tuesday December 25, 2018)	Monday, December 24, 2018	Sunday, December 23, 2018
<b>Stat – Boxing Day</b> (Wednesday December 26, 2018)	Saturday, December 29, 2018	Friday, December 28, 2018
<b>Floater #2</b> (Thursday December 27, 2018)	Saturday, December 29, 2018	Saturday, December 29, 2018
<b>Floater #3</b> (Friday December 28, 2018)	Sunday, December 30, 2018	Saturday, December 29, 2018
<b>Floater #4</b> (Monday December 31, 2018)	Sunday, December 30, 2018	Sunday, December 30, 2018
<b>W/E New Years</b> <b>(N/A - Above for Reg. Employee)</b>	Monday, December 31, 2018	Sunday, December 30, 2018
<b>Stat – New Year’s Day</b> (Tuesday January 1, 2019)	N/A (End of Year)	N/A (End of Year)
<b>Stat – Family Day</b> (Monday February 18, 2019)	Monday, February 18, 2019	Friday, February 15, 2019
<b>Stat – Good Friday</b> (Friday April 19, 2019)	Monday, April 22, 2019	Friday, April 19, 2019
<b>Stat – Victoria Day</b> (Monday May 20, 2019)	Monday, May 20, 2019	Friday, May 17, 2019
<b>Stat – Canada Day</b> (Monday July 1, 2019)	Monday, July 1, 2019	Friday, June 28, 2019
<b>Stat – Labour Day</b> (Monday September 2, 2019)	Monday, September 2, 2019	Friday, August 30, 2019
<b>Stat – Thanksgiving</b> (Monday October 14, 2019)	Monday, October 14, 2019	Friday, October 11, 2019
<b>Floater #1</b> (Tuesday December 24, 2019)	Sunday, December 22, 2019 <sup>2</sup>	Sunday, December 22, 2019
<b>Stat – Christmas</b> (Wednesday December 25, 2019)	Monday, December 23, 2019	Sunday, December 22, 2019



Negotiated Plant Holiday	Holiday for Weekend Workers (Employee Scheduled for <del>Monday</del> )	Holiday for Weekend Workers (Employee Scheduled for <del>Friday</del> )
<b>Stat – Boxing Day</b> (Thursday December 26, 2019)	Saturday, December 28, 2019	Friday, December 27, 2019
<b>Floater #2</b> (Friday December 27, 2019)	Saturday, December 28, 2019	Saturday, December 28, 2019
<b>Floater #3</b> (Monday December 30, 2019)	Sunday, December 29, 2019	Saturday, December 28, 2019
<b>Floater #4</b> (Tuesday December 31, 2019)	Sunday, December 29, 2019	Sunday, December 29, 2019
<b>W/E New Years</b> <b>(N/A - Above for Reg. Employee)</b>	Monday, December 30, 2019	Sunday, December 29, 2019
<b>Stat – New Year’s Day</b> (Wednesday January 1, 2020)	N/A (End of Year)	N/A (End of Year)
<b>Stat – Family Day</b> (Monday February 17, 2020)	Monday, February 17, 2020	Friday, February 14, 2020
<b>Stat – Good Friday</b> (Friday April 10, 2020)	Monday, April 13, 2020	Friday, April 10, 2020
<b>Stat – Victoria Day</b> (Monday May 18, 2020)	Monday, May 18, 2020	Friday, May 15, 2020
<b>Stat – Canada Day</b> (Friday July 3, 2020)	Monday, July 6, 2020	Friday, July 3, 2020
<b>Stat – Labour Day</b> (Monday September 7, 2020)	Monday, September 7, 2020	Friday, September 4, 2020
<b>Stat – Thanksgiving</b> (Monday October 12, 2020)	Monday, October 12, 2020	Friday, October 9, 2020
<b>Floater #1</b> (Thursday December 24, 2020)	Sunday, December 20, 2020 <sup>3</sup>	Sunday, December 20, 2020
<b>Stat – Christmas</b> (Friday December 25, 2020)	Monday, December 21, 2020	Sunday, December 20, 2020
<b>Stat – Boxing Day</b> (Monday December 28, 2020)	Saturday, December 26, 2020	Friday, December 25, 2020
<b>Floater #2</b> (Tuesday December 29, 2020)	Saturday, December 26, 2020	Saturday, December 26, 2020
<b>Floater #3</b> (Wednesday December 30, 2020)	Sunday, December 27, 2020	Saturday, December 26, 2020
<b>Floater #4</b> (Thursday December 31, 2020)	Sunday, December 27, 2020	Sunday, December 27, 2020
<b>W/E New Years</b> <b>(N/A - Above for Reg. Employee)</b>	Monday, December 28, 2020	Sunday, December 27, 2020
<b>Stat – New Year’s Day</b> (Friday January 1, 2021)	N/A (End of Year)	Friday, January 1, 2021 <sup>4</sup>
<b>Stat – Family Day</b> (Monday February 15, 2021)	Monday, February 15, 2021	Friday, February 12, 2021
<b>Stat – Good Friday</b> (Friday April 2, 2021)	Monday, April 5, 2021	Friday, April 2, 2021

Negotiated Plant Holiday	Holiday for Weekend Workers (Employee Scheduled for <b>Monday</b> )	Holiday for Weekend Workers (Employee Scheduled for <b>Friday</b> )
<b>Stat – Victoria Day</b> (Monday May 24, 2021)	Monday, May 24, 2021	Friday, May 21, 2021

1. Only a holiday by working an 11hr shift in lieu 8hr shift on Monday, December 17<sup>th</sup> 2018
2. Only a holiday by working an 11hr shift in lieu of 8hr shift on Monday, December 16, 2019
3. Only a holiday by working an 11hr shift in lieu of 8hr shift on Monday, December 14, 2020
4. Not a Holiday, paid 8 hours only if an additional 8 hour shift is worked on Thursday, December 17<sup>th</sup> 2020 and 8hr pay held back to cover Monday, January 1, 2020