

Memorandum of Agreement

between

De Havilland Aircraft of Canada Limited (the “Company”)

and

Unifor and its Local 112 (the “Union”)

Purpose

The purpose of this agreement is to:

- A. Set out the terms and conditions relating to the closure of the De Havilland Facility at Downsview (the “Downsview Facility”) effective October 25, 2021 (the “Closure Date”);
- B. Provide for an orderly wind-down of manufacturing and maintenance operations (the “Closure Work”) at the Downsview Facility, from the Closure Date to the completion of the Closure Work (the “Closure Period”); and
- C. Settle all matters relating to the closure of the Downsview Facility (the “Closure”) including all matters pursuant to the conclusion of a Renewal Collective Agreement between the Company and the Union.

Background

- A. The Union and the Company are parties to a Collective Agreement which expired on June 22, 2021 (the “Expired Collective Agreement”);
- B. The Union is the sole exclusive bargaining agent for the Company’s employees described in Article 2.01 of the Expired Collective Agreement (the “Bargaining Unit Employees”);
- C. On or about February 18, 2021 the Union provided notice to the Company of its intentions to negotiate a Renewal Collective Agreement.
- D. The parties met and collectively bargained, with the assistance of a Conciliation Officer;
- E. On June 10, 2021 a “No Board” was issued, and on July 27, 2021 the Union commenced a strike (the “Strike”).
- F. On October 1, 2021, the Employer started discussions regarding negotiation of a closure arrangement.

Therefore:

The Parties to this Memorandum of Agreement agree, subject to Union membership ratification, and effective immediately upon ratification, as follows;

- The Renewal Collective Agreement, reflecting the closure, shall have a term beginning June 23, 2021 and expiring on June 22, 2022 (the “Renewal Agreement”) excepting Section E – Preferential Hire and Special Recall Rights which shall expire on June 22, 2024;
- Attached Memorandum of Agreement – Termination and Severance Provisions.
- Appendix A – Wages and Benefits
- Appendix B – Employee Transition
- Appendix C – Language Changes
- Appendix D – Return to Work Process

Except as provided in this Memorandum of Agreement and included in the attached appendices, all provisions of the expired Collective Agreement remain in effect for the term of the renewal Collective Agreement.

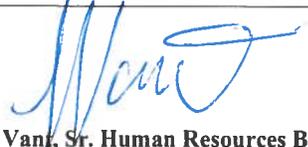
If, after June 22, 2022, the Company opens a new facility within the scope of the expired Collective Agreement, the parties will negotiate a new Collective Agreement specific to the new facility. For clarity, only Articles 1, 2.01, 4, 7, 8, 14 and 15 of the Expired Collective Agreement may be carried forward to any new Collective Agreement.

The Renewal Agreement is subject to final review by the Company and the Union.

Any inadvertent errors discovered upon review by the parties shall be corrected before printing. (Ex. Type errors).

Signed October 25, 2021 in Toronto, Ontario

<u>Authorization for the Union</u>		<u>Authorization for the Company</u>
 John Turner President, Local 112	 Merv Gray	 Kelly Moor, Director of People Services

 Blair Weeks	 Don McCrae	 Randy Poirier, Vice President of Operations
 Brent Laus	 Barry Lines National Representative	 Julia Van, Sr. Human Resources Business Partner
 Shane Wark Assistant to the National President	 Phil Fryer National Representative	
 Scott McIlmoyle National Representative		

Memorandum of Agreement – TERMINATION AND SEVERANCE PROVISIONS

A. General Provisions

The following sets out the entirety of payments to be made to employees of the Company whose employment is terminated as a result of the Closure, and who are not subject to transfer/recall to Bombardier Inc. pursuant to terms of the Letter of Agreement incorporated herein (the “Terminated Employees”).

It is agreed and understood that payments made under the Expired Collective Agreement and the *Employment Standards Act, 2000* (the “ESA”), as well as benefit continuation, will only be paid once to any Terminated Employee.

In the event that there is a conflict, with respect to payments on closure, this Memorandum shall exclusively govern the form and quantum of any such payments.

The parties agree that the entirety of payments to Terminated Employees shall be governed by the following:

- i. Terminated Employees shall be further defined as those employees on the Company’s payroll as of the time of ratification of this Memorandum who have not resigned their employment or previously received payment of applicable notice/severance, except as set out herein, prior to the Closure Date;
- ii. Terminated Employees who were active employees (not on layoff) at July 27, 2021 shall be eligible for their entitlement to statutory notice *and* the severance payment as calculated pursuant to this agreement;
- iii. Terminated Employees who have been on lay off since before July 27, 2021 and not recalled back to work after ratification of this Memorandum, who have previously had statutory notice of termination served and/or been provided pay in lieu of such notice, will not be entitled to any duplicative notice and/or pay in lieu;
- iv. For the purposes of all calculations under this Memorandum, the calculation of termination and severance entitlements under the ESA shall take into account any and all working notice provided to the employee prior to the Closure Date;

- v. Terminated Employees shall not include any person who continues their employment with Bombardier Inc., following their transfer, hire or recall with Bombardier Inc., including pursuant to the terms of the Letter of Agreement;
- vi. Terminated Employees, upon acceptance of the payments set out herein, shall be deemed to have abandoned any rights, including but not limited to the right of recall, under the Expired Collective Agreement and the Employee Transition Agreement;
- vii. A Terminated Employee, who accepts payments in accordance with this Agreement, shall, from and after the date of his/her termination, no longer be considered an employee of the Company for any purpose whatsoever. Such payments shall constitute a release and extinguishment of any and all claims, rights (including but not limited to any seniority rights) of the employee under the Expired Collective Agreement, this Memorandum and any other rights or claims connected to his/her employment with the Company, excepting the Preferential Hire Rights provided under this Memorandum;
- viii. The payments set out herein are inclusive of all monies owing to Terminated Employees arising from their employment with the Company, and the termination thereof, and in particular, are inclusive of all payments both pursuant to the ESA and the Expired Collective Agreement.

B. Termination Provisions

Upon ratification, Terminated Employees will be entitled to only the following:

- 1. Terminated Employees who are:
 - a. Age 55 with 30 years of credited service under the Pension Plan,
 - b. Age 62 with 10 years of credited service under the Pension Plan,
 - c. Age 55 with 10 years of credited service under the Pension Plan (Special Early Retirement).

will receive a retirement package of \$30,000 (the “Retirement Payment”) paid as a lump sum and will be enrolled in the company Retiree Benefit Plan. For clarity, the Retirement Payment is provided instead of paid in lieu of notice and severance under the ESA. In the event it would be determined that such employee should have been entitled to notice and severance under the ESA, any Retirement Payment provided shall be deemed to have been paid in lieu of (and setoff) such notice and severance. At no time (including under paragraphs B2 or B3) shall an employee be entitled to payment of both the Retirement Payment and notice/severance under the ESA.

- 2. Terminated Employees who were active as of July 27, 2021, and not eligible for the Retirement Payment, will be entitled to only:
 - a. Notice or pay in lieu of notice pursuant to the ESA
 - b. Severance pay calculated as per the ESA; and

- c. An additional payment of severance pay of another week per year of service for each week received under 2(b) above.
3. Terminated Employees who were not active as of July 27, 2021 and who are not eligible for the Retirement Payment above will be entitled to only:
- a. Severance pay calculated as per ESA.
 - b. Additional payment of severance pay of another week per year of service for each week received under 2(b) above.

Employees will receive a selection form within seven days of ratification of the collective agreement and will have thirty days to make their selection and return their form to the Human Resources Department.

C. Termination Payment Options

Terminated Employees will be eligible to receive the payments contemplated under this Agreement may choose to roll all or part of such payments, to the extent allowable by law, into a Registered Retirement Savings Plan (RRSP) up to a maximum allowed under the *Income Tax Act* (Canada).

In order to do so, the Terminated Employee must provide the Company with the following:

- i. The required information, including the amount of the allowable transfer, the name of the financial institution to which the transfer will be made; and the account number of the account to which the monies will be transferred;
- ii. The Terminated Employee will provide the Company with confirmation, from Revenue Canada, of their allowable Registered Retirement Savings Plan contribution room.

Terminated Employees may elect to keep their recall rights until June 22, 2024 for the purposes of the blended recall list as per section F of this Memorandum of Agreement and in such cases, the employer will send the monies to the Director of Employment Standards, who will hold the money in trust.

The money that is held in trust will be sent to the employee the earlier of June 22, 2024 or the date an employee chooses to give up their recall rights.

If the employee accepts a recall back to Bombardier, the money that is held in trust will be returned to the employer.

D. Provision of Benefits

Terminated employees shall be entitled to maintain group medical and dental benefits only (“GroupBenefits”), subject to the following terms and conditions:

- i. Short and long-term disability and travel insurance benefits shall cease immediately effective the Closure Date (any group life insurance shall be subject to conversion to a personal plan at the employee’s cost and election as per the terms of the policy);
- ii. Group Benefits to which an employee is entitled will be determined by the group plan he/she was covered under as of July 27, 2021;
- iii. For employees who were active July 27, 2021, Group Benefits shall continue for ninety days after termination, or the date on which the Employee finds alternate employment. The provision of these benefits is conditional on the Employee advising the Company immediately upon finding alternate employment;
- iv. This section D does not apply to employees who elect to retire, and who will be enrolled in the company Retiree Health Benefit Plan as stated in Section B. 1
- v. For employees who were laid off prior to July 27, 2021, Group Benefits shall continue for the remainder, if any, of their ninety-day benefit continuation period or the date on which the Employee finds alternate employment. The provision of these benefits is conditional on the Employee advising the Company immediately upon finding alternate employment;
- vi. In no case shall benefit coverage exceed ninety days from date of termination.

E. Preferential Hire and Special Recall Rights

The Company agrees to provide preferential consideration for employment to Terminated Local 112 members (who have not taken regular or early retirement) based on their employment history and seniority, should the Company introduce any manufacturing within 110 k m of 123 Garratt Blvd. For clarity, and to reiterate, it is understood that this consideration is not a promise of employment.

At the expiry of the Renewal Collective Agreement (June 22, 2022), employees who retained recall rights will have these rights convert to “special recall rights”. An employee with “special recall rights”, is entitled to keep their statutory severance monies (if eligible) held “in trust” with the Director of Employment Standards” and will retain their eligibility to the Bombardier blended recall.

For clarity, these “special recall rights” are for the exclusive purpose of administration of the blended list and will expire on June 22, 2024.

F. Post-Closure Date Issues

It is agreed that following the Closure Date and during the Closure Period, the Company may request of certain former employees that they remain working in order to complete the Closure Work. Should the Company do so the following shall apply:

- i. The Company will consider current members of the bargaining unit who indicate an interest in performing Closure Work following the Closure Date, when in the Company’s judgment it is more efficient to do so. Upon the end of the Closure Period, Schedule(s) A (Sections 1,2,3,4,5 & 11), B (Sections 1-13 inclusive) and C (Sections 1-4 Inclusive) of the Expired Collective Agreement shall cease to apply;
- ii. It is agreed that any work provided to any individual in such circumstances is not a promise of continued employment, and will not lead to any further payments, other than for wages, to the employee either pursuant to this Memorandum, the Expired Collective Agreement, or otherwise, for severance on Closure or pursuant to (and in accordance with) the ESA);
- iii. The Company agrees to retain all employee records including disability and W.S.I.B. claim records for a period of seven (7) years from the date of closure. The Company will also retain such other records required by applicable legislation. The initial copy of employee records will be provided to the Union or the employee upon written request at no cost to the employee/union;
- iv. The Company agrees to provide all Terminated Employees a letter verifying their employment including length of employment, training records, and specification that the termination was due to the closure of the Downsview facility.
- v. The Company will provide Terminated Employees with the necessary information on how to contact the Company following the Closure Date.

- vi. The parties agree to apply to any applicable governmental agencies for any available monies that may assist in job re-entry. Further, the Company will provide the Union and Terminated Employees with information on the Employment Insurance process, including a request for an on-site representative from Human Resources Development Canada to assist Terminated Employees.
- vii. The Company agrees to make available to Terminated Employees the Company's Employee Assistance Plan for ninety (90) days from date of termination.

G. Mutual Co-Operation

- viii. The Union will fully cooperate with the Company in effecting an orderly and efficient transition and closure;
- ix. The Company will have the right to use outside contractors to dismantle and/or remove equipment and otherwise provide for the cleaning and decommissioning of the Downsview facility. However, the Company will utilize current members of the bargaining unit to perform cleaning and decommissioning work that is within the scope of bargaining unit work.

H. Waiver and Release

The Union, for itself and for all bargaining unit employees, agrees that this Agreement shall constitute a release, waiver, and extinguishment of any and all claims and rights of the Terminated Employees, and any previous employees of the Company, under the Terms of the Expired Collective Agreement, the ESA, the Ontario *Labour Relations Act 1995*, and any other applicable statute or regulation. The Union acknowledges and agrees that all outstanding grievances as of the date of this Agreement related to the Terminated Employees are hereby fully and finally settled and resolved.

H. Dispute Resolution

The Parties agree that any dispute with respect to an allegation that this Agreement has been violated will be pursued in accordance with and subject to the grievance and arbitration procedures set out in the Expired Collective Agreement.

APPENDIX A

Effective upon ratification:

	Upon ratification
Wage and salary rates	0.5%
COLA	COLA fold in

Benefits

- Prescription drugs: Manulife Managed Formulary
- Vision care: eye examinations \$75.00 every 24 months (adult). \$75.00 every 12 months (child)
- Prescription Glasses: \$275 single lens, \$295 bifocal, \$315 trifocal, \$235 contact lenses.
- Mental Health: Amend to include coverage for psychotherapists and practitioners working under the direction of a licensed therapist.
- Dental: Current GP fee guide (Clarification 2022 = 2022 Fee Guide, 2023 = 2023 Fee Guide, etc.)
- Short Term Disability: Increase weekly benefit by \$25.00

APPENDIX B

Consistent with the May 22, 2019 “Transition Agreement” and Appendix C of this “Memorandum of Agreement” employees hired on or after June 1, 2019 are not eligible for the blended recall list.

Employee Transition Agreement

Letter of Agreement

Between

**Unifor and its Local 112
(Hereinafter collectively referred as the “Union”)**

And

**Bombardier Inc.
(Hereinafter referred as “Bombardier”)**

And

**De Havilland Aircraft of Canada Limited
(Hereinafter referred as “De Havilland” or “DH”)**

(Hereinafter collectively referred as the “Parties”)

WHEREAS the Parties (or their predecessors) entered into an agreement (the “Transition Agreement”) dated May 22, 2019 involving the transfer of certain employees from Bombardier to De Havilland on June 1, 2019;

AND WHEREAS the Transition Agreement provided, in paragraph 7, commitments to defined group of De Havilland employees who had been transferred from Bombardier and whereas the only remaining employees’ rights are those extended to the those on the “Nominal Junior List” as defined in the Transition Agreement and as listed on the attached Schedule A;

AND WHEREAS De Havilland has ceased manufacturing operations at its Downsview facility but has not confirmed a transfer of operations nor transferred operations as defined under the Transition Agreement;

AND WHEREAS the Parties wish to clarify the administration and application of the Bombardier Blended Recall List provided by the Transition Agreement as part of the renewal of their collective bargaining agreement;

THEREFORE, the Parties now agree as follows:

1. The preamble forms an integral part hereof.
2. It is agreed that the DH employees on the above-mentioned “Nominal Junior List” and listed on the attached Schedule A (“Eligible DH Employees”) who have been or are on a layoff from DH exceeding thirteen consecutive (13) weeks may exercise their right to be placed on a Bombardier Blended Recall List.
3. It is understood by the Parties that the Bombardier Blended Recall List means a list formed at such time there is a recall at Bombardier that constitutes a combination of both seniority lists of laid off Bombardier employees and Eligible DH Employees (the “Bombardier Blended Recall List”). Placement on the Bombardier Blended Recall List is not a guarantee of future employment.
4. At such time there is a recall at Bombardier, the most senior employee on the Bombardier Blended Recall List with vested rights in the classification will be recalled and, if an Eligible DH Employee, such Eligible DH Employee will be given the following election, which is provided on a one-time basis only. Once a decision is provided by the Eligible DH Employee in accordance with this provision, the Eligible DH Employee shall have no right to change his or her mind or defer in any manner:
 - a. Accept immediate recall at Bombardier; or
 - b. Refuse or ignore the offer to be recalled at Bombardier and remain on the DH seniority list.
5. Until an Eligible DH Employee makes the election to be effectively recalled at Bombardier under Paragraph 4a) above, the Eligible DH Employee will not forego his or her rights under the applicable collective bargaining agreement with De Havilland including any right of recall or to receive severance (the “Collective Agreement Rights”). However, should an Eligible DH employee, at any time, accept severance from De Havilland, retire, resign or his or her employment be terminated for any reason, such Eligible DH Employee will be automatically and immediately removed from the Bombardier Blended Recall List and will forego any right of recall at Bombardier.
6. If an Eligible DH Employee makes the election under Paragraph 4a) above, it is agreed and understood by the Parties that the Eligible DH Employee will then forego all claims by virtue of any Collective Agreement Rights against DH, including any claims to severance as the Eligible DH Employee will become an active employee of Bombardier. Once an Eligible DH Employee has been recalled and confirmed their election to become an active employee of Bombardier, they will be placed on the Bombardier seniority list for all future purposes as if there had been no break in seniority. For clarity, and as it applies to this agreement specifically, it is only if and when recalled to active work at Bombardier that an Eligible DH Employee will become an employee of Bombardier.

7. If an Eligible DH Employee laid off from De Havilland for less than thirteen (13) consecutive weeks is recalled at De Havilland, such Eligible DH Employee will not be eligible to exercise the right to be placed on the Bombardier Blended Recall List as provided by paragraph 2 above. However, such Eligible DH Employee will be eligible to be placed on the Bombardier Blended Recall List if subsequently laid off for a period exceeding thirteen (13) consecutive weeks.
8. It is understood between the Parties that Eligible DH Employees cannot exercise a right of recall at Bombardier if Bombardier recalls employees following layoffs of a period not exceeding thirteen (13) consecutive weeks.
9. The Bombardier Blended Recall List will cease to exist upon the resumption of DH's manufacturing operations within the scope defined in Section 2 of the collective bargaining agreement between the Union and De Havilland and any and all Eligible DH Employee will have no right of recall at Bombardier under this agreement or otherwise whether on the Bombardier Blended Recall List or not.
10. This agreement will be appended to and will form part of both the Bombardier and De Havilland renewed collective bargaining agreements. The dispute settlement procedure provided in the Transition Agreement shall apply to any disputes arising in relations to or connection with this agreement.

Appendix C – Language Changes

The company and the union have agreed to the following:

1. Remove references to Bombardier and/or the Global program.
2. Gender neutral language – replace pronouns with them, they and their – (delete Article 26.01)

ARTICLE 2 – SCOPE

2.01 The Company recognizes that the Union is the sole and exclusive collective bargaining agency for all its employees located within 110 km of Downsview (123 Garratt Blvd., Toronto) and those employees who are engaged on work parties outside the 110 km radius, save and except Office Staff, Supervisors, those above the rank of Supervisors, the Health Centre Staff, Security Staff and Service Engineers.

ARTICLE 9 – UNION REPRESENTATION

Bargaining Committee

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

Plant Chair

9.02

(a) The Chair of the Union Bargaining Committee shall be known as the Plant Chair. They shall be on a full-time basis for the purpose of administering the Agreement in co-operation with the Committeeperson. The Plant Chair shall be allowed free access to and from the Company's operations in the performance of his/her duties. They shall first notify the Area Manager, or his/her designee before proceeding into the area. The Plant Chair will be provided with an office and office facilities including desk, chair, telephone, computer and filing cabinet and the Plant Chair will be supplied with written information concerning starts, surpluses, layoffs, discharges, releases, recalls and changes in job classifications. The Company will continue the present practice of providing Company forms involving transfer of employees. Every six (6) months the Company will supply the Union with a complete mailing list of employees covered by this Agreement. Every employee is required to keep on file with the Human Resources Department his/her current address and telephone number.

(b) The Vice Chair of the Union Bargaining Committee or because of his/her unavailability, another designated representative from the Bargaining Committee or the Plant Committee shall substitute for the Plant Chair should the need arise.

(c) The Plant Chair or his/her substitute shall receive the rate of pay equal to the highest rate of pay in the Bargaining Unit and will be paid the equivalent of forty (40) hours per week at straight time.

(d) On Saturdays, Sundays, or Plant Holidays, where two hundred and fifty (250) or more employees in the Bargaining Unit are scheduled to work overtime, the Plant Chair shall be offered the opportunity to work such overtime. During such overtime hours, they will be allowed full time to attend to the administration of the Agreement.

District Committeepersons

9.03

(a) The Company acknowledges the right of the Union to elect or appoint District Committee Persons. The number of District Committee Persons (DCP) shall be based on the number of employees in the Bargaining Unit as follows:

<i>Number of Bargaining Unit Members</i>	<i>Total Number of Recognized District Committee Persons (including WSIB and Benefits/Training Rep)</i>
<i>Less than 50</i>	<i>1</i>
<i>More than 50, less than 150</i>	<i>2</i>
<i>More than 150 but less than 300</i>	<i>3</i>
<i>More than 300</i>	<i>4</i>

The Company agrees that the Union shall be represented by a Day Shift District Committee person who shall be elected or otherwise appointed from the employees in the district they are to represent.

It is understood that should an Off-Shift District Committeeperson be needed, they shall be employed on a five (5) night operation.

(b) The Union will define the districts and submit the list to the Company. Each March 1st, July 1st, and November 1st the number of District Committeepersons shall be reviewed and if there are any increases or decreases to the number of District Committeepersons, the Union shall redefine the districts and so advise the Company. At the same time, where the number of District Committeepersons is above the minimum number, the Union may, at its discretion, define the districts so as to provide two (2) Districts for Off-Shift employees, with the understanding that each of the Off-Shift District Committeepersons shall be employed on a five (5) night operation.

(c) The District Committeepersons shall be on a full-time basis for the purpose of performing their representational obligations. Each District Committeeperson will be provided with an office desk, chair, computer, and internal telephone to be located within his/her district where practicable.

(d) During all absences of a personal nature of eight (8) or more hours duration of a District Committeeperson, the Company will recognize a substitute designated by the Union.

(e) Each District Committeeperson, (other than the Skilled Trade District Committeeperson), or a substitute, shall receive the rate of pay equal to the highest production rate and will be paid the equivalent of forty (40) hours per week at straight time. The Skilled Trade District Committeeperson, or a substitute, shall receive the rate of pay equal to the Skilled Trades wage group ST3 and will be paid the equivalent of forty (40) hours per week at straight time.

(f) On Saturdays, Sundays, and Plant Holidays, where twenty-five (25) or more employees in a District are scheduled to work overtime, the District Committeeperson shall be offered the opportunity to work such overtime. In the Skilled Trades District, where ten (10) or more employees are scheduled to work overtime, the Skilled Trades Representative shall be offered the opportunity to work such overtime. During such overtime hours, they will be allowed full time to deal with grievance procedure business which arises.

(g) If no qualified employee in a Committeeperson's district volunteers for overtime in the Committeeperson's previous job classification, such Committeeperson will be given the opportunity to work such overtime. During such overtime, the Committeeperson will not be permitted time off to attend to Union Business.

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

9.04

(a) District Committeepersons will only be recognized in the district which they represent. It is understood that there may be occasions when a Committeeperson will be required to follow through a written grievance outside his/her jurisdiction if such grievance originated within his/her district. Permission for this purpose will have to be secured in advance.

(b) District Committeepersons shall enter and remain in the Plant only on their respective shifts unless otherwise agreed to by Management.

WSIB Representative

9.05

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

(b) The WSIB Representative shall receive the rate of pay equal to the highest production rate and will be paid the equivalent of forty (40) hours per week at straight time.

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

Training/Benefits Representative

9.06

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

(b) The Training/Benefits Representative shall receive the rate of pay equal to the highest production rate and will be paid the equivalent of forty (40) hours per week at straight time.

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

(d) In the event there is a shift in business conditions such that there are increased training needs, the parties will meet to discuss the allocation of duties of the Training/Benefits Representative in order that these needs can be met.

Union President

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

Union Representatives

9.08 The Company agrees to accept advice by telephone to the People Services / Human Resources Department of the appointment or election of a Plant Chair, Committeeperson, Union Officer or Vice Plant Chair, and will recognize such office from that time, providing a letter of confirmation is received from the Union.

9.09 WOMAN'S ADVOCACY

It was addressed by the parties and recognized that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as the Company's Employees Assistance Program (EAP), other counselors, or women's shelters to assist them in dealing with these other issues.

For this reason, the parties agree to establish the role of a Woman's Advocate, which will be filled by a UNIFOR female member of the local site. The Woman's Advocate will meet with female employees as required, to discuss problems with them and refer them to the appropriate external agency or resource when necessary. The Woman's Advocate will develop appropriate communications to inform female employees about the advocacy role. The Advocate will be provided four (4) 8-hour days per month to be taken in no less than four (4) hour increments with computer and Internet access conditional upon agreement and signing of current IT policies and agreements for use.

The Woman's Advocate will not leave her normal work duties without obtaining permission from her supervisor. Such permission will not be unreasonably withheld.

The Company agrees to provide the Woman's Advocate with a personal pager that female employees can use to contact her. The Company will provide access to a private conference room so that confidentiality can be maintained when a female employee is meeting with the Woman's Advocate, however it is the responsibility of the Woman's Advocate to locate and reserve the conference room.

The Company agrees that a Woman's Advocate will be identified by the Union. Further, the Company agrees to cover lost time for the purpose of training once every three (3) years for the Woman's Advocate.

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

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

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

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

24.02 Any case appealed to arbitration involving a continuing refusal of Management to return an employee to work from sick leave or absence which has continued for twenty-six (26) weeks or longer, by reason of the medical findings of a physician or physicians acting for the Company, will be reviewed between the Company and the Union, if such findings are in conflict with the findings of the employee's personal physician with respect to whether the employee is able to do a job to which he/she is entitled in line with their seniority. Failing to resolve the question, the parties may by mutual agreement refer the employee to a clinic or physician mutually agreed upon whose decision with respect to whether the employee is or is not able to do a job to which he/she is entitled in line with their seniority, shall be final and binding upon the Union, the employee involved and the Company. The expense of such examination shall be paid one-half by the Company and one-half by the Union. Any retroactive pay due the employee shall be limited to a period commencing with the date of filing of the grievance, or the date the employee became able to do a job to which they are entitled in line with their seniority, whichever is the latter.

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

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

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

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

24.05 JOINT RETURN TO WORK COMMITTEE

(a) 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.

(b) 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.

(c) 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 their option to have a union representative present during any such discussions.

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

- i. 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.
- ii. Restoring the employee as much as possible to a normal life pattern while returning a valuable human resource to productive activity within the workplace.
- iii. 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.

(e) 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 workstations 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 workplace.

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.

24.06 RETURN TO WORK PROGRAM

Step 1 – When benefits provider receives a medical update that supports a partial return to work, they contact the People Services Department to arrange a return-to-work program for the employee.

Step 2 – An appointment is set up with the Company physician to discuss the employee's medical status and return to work opportunities.

Step 3 – Based on the return-to-work restrictions that the family physician has placed on the employee, a Notice of Medical Visit form is completed by the Company physician listing the return-to-work restrictions and the length of time these restrictions will be in place.

Step 4 – The employee is advised to take the above form to their Supervisor for authorization. If the Supervisor is able to accommodate the employee's restrictions, then they will sign off on the form. If the Supervisor is not able to accommodate, then the employee is sent back to the Health Centre and then sent home. The employee will remain at home until their restrictions can be accommodated or until their condition improves.

Step 5 – If the employee can be accommodated, Benefits will advise the benefits provider of their hours for that time period.

The top-up rate is based on the Group Insurance rate not their regular salary.

24.07 The Company permit physically restricted employees the privilege of early clock out at all its facilities, where medically justified.

ARTICLE 26 – RECOGNITION OF UNION OFFICERS

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

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

26.02 Subject to 26.01 above, a District Committeeperson shall be the last person who is removed from 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 at his/her own or lower wage level which he/she has vested rights to.

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

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

26.04 Committeepersons shall be the first to be recalled if surplus or on layoff during their term of office as soon as work becomes available that they are entitled to under the zone in which they hold representation.

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

26.06 The Union Officers covered by this Article shall head the seniority list during their term of office in their zone of representation.

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

Article 28 – Pregnancy and Parental Leave of Absence

28.01 PREGNANCY LEAVE

(a) An employee who has attained seniority and who becomes pregnant will on request be granted pregnancy leave. Pregnancy leave will be administered in accordance with the Ontario Employment Standards Act.

(b) An employee who wishes to take pregnancy leave must give De Havilland Aircraft no less than two (2) weeks' written notice of the date the leave is to begin and a certificate from her physician stating the expected date of birth. Unless an employee on pregnancy leave gives De Havilland at least two (2) weeks' written notice that, at the conclusion of her pregnancy leave, she intends to commence parental leave, the employee will be deemed to intend to take the maximum length of her pregnancy leave and return to work immediately thereafter.

(c) Sometimes an employee has to stop working earlier than expected (for example, because of complications caused by the pregnancy). In that case, the employee has two weeks after she stops working to give the employer written notice of the day the pregnancy leave began or will begin.

(d) If an employee on pregnancy leave wishes to return to work without having taken her full entitlement to pregnancy leave, the employee must provide DHC with at least four (4) weeks' written notice of the date on which she wishes to return.

(e) If the employee wants to resign before the end of her Pregnancy Leave, she must give the Company at least four (4) weeks' written notice of her resignation.

28.02 PARENTAL LEAVE

(a) An employee who is the parent of a child will be granted a parental leave of up to thirty-five (35) weeks' if the employee also took pregnancy leave and thirty-seven (37) weeks' otherwise. The employee is required to give DCH at least two weeks' written notice of the date the leave is to begin.

(b) An employee who has taken pregnancy leave is required to begin her parental leave when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

(c) The parental leave of an employee who has not taken pregnancy leave must begin no later than fifty-two (52) weeks after the child is born or first comes into the custody and control of a parent for the first time.

(d) An employee must give their employer at least two weeks' written notice before beginning a parental leave. If an employee does not tell an employer how much leave they plan to take, the employer is to assume that the employee will be on leave for the full 61 or 63 weeks.

(e) Sometimes, an employee may stop working earlier than expected because a child is born or comes into the employee's custody, care, and control for the first time earlier than expected. In this case, the employee has two weeks after stopping work to give the employer written notice that they are taking parental leave. The parental leave begins on the day the employee stops working.

(f) The benefits of an employee on parental leave will be continued by DHC at its own cost. Unless otherwise advised by the employee, the employee will be deemed to intend to return to work thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave and thirty-seven (37) weeks after it began, otherwise. In the event the employee wishes to return to work on an earlier date, the employee is required to give DHC at least four (4) weeks' written notice of that date.

The parties recognize there may be additional provisions contained in other legislation as it pertains to parental leave.

(e) If the employee wants to resign before the end of their Parental Leave, they must give the Company at least four (4) weeks' written notice of her resignation.

ARTICLE 30 – UNION COMMUNICATIONS

30.01 BULLETIN BOARDS

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

30.02 AIRCRAFTER

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

ARTICLE 31 – SAFETY

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

31.02 The Joint Health and Safety Committee will be composed of up to eight (8) persons, up to four (4) of whom will be appointed or elected by UNIFOR Local 112 and up to four (4) of whom will be appointed by the Company Management. All members appointed or elected by the Union will receive certification training within one year of their election or appointment.

The Committee will meet monthly to review all Safety problems. The President and/or the Plant Chair may be present during these meetings.

The Company will recognize one of the four (4) appointed JHSC members who will be designated by the Union as their Representative on all matters pertaining to Health and Safety. Recognizing the need for time to administer Health, Safety Administration duties, The Company will provide to the Union Safety Representative sufficient time for administering their responsibilities upon approval from Management. They will be provided with an office and office facilities including a desk, chair, telephone, and a filing cabinet.

The Union Safety Representative, or a substitute shall receive the rate of pay equal to the highest production rate and will be paid the equivalent of fifty (50) hours per week at straight time.

31.03 When there are more than two hundred bargaining unit members actively at work:

- (a) the Union Safety Representative appointed by the Union will then be on a full-time basis for the purpose of performing their health and safety and WSIB obligations.
- (b) The Health and Safety Representative will be available for the purpose of performing his/her Health and Safety obligations. There shall be no overtime premiums paid for any hours worked in excess of forty (40) hours per week.
- (c) When the Union appointee ceases to hold office, he/she shall be returned, consistent with seniority to the classification and to the department in which he/she was employed at the time of his/her appointment as Health and Safety Representative, or to a job classification embracing comparable job duties to that which he/she held prior to his/her appointment. The Company will provide the current and relevant training for the outgoing Health and Safety Representative upon their return.

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

Eye Protection

31.05

- (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 31.05 (c), prescription safety glasses will be provided on a two (2) year eligibility cycle. The choice of supplier, frames, lens type, material, special features, method of delivery and all other related matters will be designated by the Company, in consultation with the Union Health and Safety Representative.
- (c) Should prescription lenses become worn or be accidentally broken during normal duties in the plant, the Company will bear the cost of repair or replacement.
- (d) It shall be the responsibility of the employee to take care of his/her safety glasses. The employee shall bear the cost of replacing lost or stolen prescription safety glasses and replacing/repairing damaged safety glasses due to neglect.

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

Foot Protection

31.07

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

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

Health & Safety Training

31.08 Every active member of the Local employed by the Company at sites which fall within the scope of the Collective Agreement will be provided with an appropriate level of Health and Safety instruction during the term of this Agreement. This training will be relative to statutory (or other legislated) requirements and/or job-specific hazards or working procedures.

31.09 General

(a) The Company and Union agree to establish a site-wide Hazardous Materials Review Committee, which will function as a subcommittee of and report to the Joint Health and Safety Committee. The subcommittee's mandate will be to review procedures and practices related to the transportation, storage, handling, use and disposal of hazardous materials either currently in use or proposed for prospective use in the workplace, to determine associated hazards and to make recommendations regarding safe practices, procedures, elimination, substitution, and isolation.

(b) The Company will continue its efforts to mitigate the effects of exposure to metal working fluids through the implementation of appropriate engineering controls, equipment or process modifications or replacement by less hazardous materials. In any event, the Company further commits to continue to implement industrial hygiene measures (such as those identified in the preceding sentence) and will make every reasonable and timely effort not to exceed legal limits.

(c) The Company and Union agree to establish a site-wide Workplace Ergonomics Committee, which will function as a subcommittee of and report to the Joint Health and Safety Committee. The Ergonomics Committee mandate will be to review workplace conditions, tools equipment, practices, and procedures relative to bargaining unit job assignments or physical tasks and to make recommendations regarding their design, use, modification or improvement, effectiveness and potential for injury or other negative effects. The Committee's composition, meeting frequency and format, resource and training requirements and other related matters will be established through joint consultation between the Company and the Union within the mandate of the Joint Health and Safety Committee.

(d) All accidents of a serious nature where the worker sought medical attention arising from a workplace accident/incident must be investigated by both the Union Safety Representative and the Management Co-Chair at the time of the accident/incident.

(e) Monthly inspection of the workplace will be conducted by one union representative and one management representative.

(f) When measures or samples of the occupational environment are being taken, the Union Safety Chair shall have the right to participate in and observe the measurements or sampling.

(g) National Union professional health and safety staff shall, with reasonable advance notice, have access to all Company facilities where Union members are employed, for purposes of health and safety inspections and surveys.

(e) The Company agrees to supply all new Production Process Standards (P.P.S.) related to the use of chemicals, compounds and materials used in the Company's operations on the production of plastic processes, in an electronic format, which is available to the Union Safety Representative.

(f) Upon request by the Union, the Company will provide available safety information concerning hazardous materials and will review such information with the Union Safety Representative and ensure that necessary precautionary procedures are established.

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

BENCH FITTER MECHANIC 605-4

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

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

SHEET METAL MECHANIC 618-4

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

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

FLIGHT SERVICE ENGINEER 922-3

The duties comprise preparation, functioning and checking of engines, hydraulics, pneumatics, electrical installations, rigging and other airframe and engine components or analyze trouble and provide correction for same, and to perform pre-flight run-up of engines on any aircraft beyond final assembly starting with “fuel flow” and for customer delivery, and on aircraft that are fully operational and have been in service.

Notwithstanding any provisions of the collective agreement, the parties agree to the introduction of the Enhanced Flight Service Mechanic (EFSM) stamp into this job classification, where employees will be able to inspect and stamp their own work, inclusive of all related standards, processes, and procedures.

As a result of the implementation of EFSM, no 926-Aircraft Inspector Jobs will be lost unless due to Rate Changes or Natural Attrition.

This classification requires an “M2” License.

AME “E” License Training and 924 Classification

AIRCRAFT MAINTENANCE ENGINEER APPRENTICESHIP PROGRAM
AME APPRENTICE TRAINING (M, M2, E, or S licenses)
BETWEEN DE HAVILLAND INC. AND LOCAL 112 UNIFOR

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

This apprenticeship program will be called “AME Apprenticeship Program” and referred to in this Agreement as such for the purpose of allowing the apprentice to apply and obtain an Aircraft Maintenance Engineers M, M2, E or S 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. The company will endeavor to maintain a minimum 10:1 apprentice ratio between the licensed mechanics and the apprentices .

COMMITTEE:

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

RESPONSIBILITIES OF COMMITTEE:

The Committee shall be responsible for the review of the apprenticeship schedule, credits for previous experience, standards, selection of apprentices, and the method of administrating, monitoring, and modifying the program as required. Additionally, the Committee will review the AME Logbook progress of the apprentice every 3 months, specifically, April 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 REOUIREMENT:

To be eligible for an AME Apprenticeship Program 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 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 apprentices shall be paid as follows. The apprentice will also receive cost of living and any improvement factors.

Apprentices from production classifications will start their apprenticeship in their current wage group and progress to the next wage group in the appropriate apprenticeship year.

Level 1

Group 5 wages rate for year 1.

Level 2

Group 6 wages rate for year 2.

Level 3

Group 7 wages rate for year 3.

Level 4

Group 8 wages rate for year 4.

The AME apprenticeship program is a 2 or 4 year program. The committee will review relevant experience of the applicant and be placed in the proper level. Apprentices from Group 9 Classifications will be paid at their regular rate.

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

SENIORITY

The apprentices will exercise seniority in their own group specialty (M, E or S). For example, if there are four apprentices in the 922A (M License) classification and a reduction in this number is required

due to lack of work, the employee with the least seniority will be the first removed and the last laid off employee shall be the first to be reinstated.

During apprenticeship, if the apprentice is laid off due to lack of work, he/she will be permitted to move back in to any previously held position(s) where they hold vested rights with accumulated plant seniority while on apprentice training.

In the event the apprentice requests to leave the apprenticeship or is removed from the apprenticeship 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 leave the apprenticeship, he/she shall be ineligible to reapply into the apprenticeship program for a period of two (2) years from the date of the return.

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

If layoffs become necessary, apprentices shall be laid off as required.

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.
- (g) Inability to complete the apprenticeship within three (3) months of the regular completion date.

If such a cancellation occurs, the apprentice will be ineligible to reapply into the apprenticeship program for a period of two (2) years from the date of removal.

ACADEMIC TRAINING

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

COURSE OUTLINE

- (a) The apprentice shall work the normal shop and be subject to off shifts.
- (b) Apprentices may work overtime. Apprentices shall be placed on the regular overtime list and averaged as per the collective agreement. The committee shall meet to address any issues arising from overtime distribution.
- (c) Apprenticeship Program shall be 24 months or 48 months in duration, depending on training accreditation, this timeline is subjected to change via the Canadian Air Regulations.
- (d) The first 3 months will be a probation period.
- (e) During the apprentice's time in each shop, he/she shall be assigned to work with a certified AME Inspector, AME mechanic or AME lead hand.
- (f) Each apprentice will have an Aircraft Maintenance Engineer Personal Logbook. It will be the responsibility of the apprentice to properly populate the completion of tasks in their logbook. Proof of having completed aircraft maintenance tasks shall take the form of a certification by the certified AME Inspector, AME mechanic or AME lead hand, or equivalent person who supervised the work. The certification statement shall include the date, aircraft type, registration mark, or component serial number as applicable, and confirm that the applicant is able to:
 - (a) Identify the applicable standard for the task;
 - (b) Select the proper tools;
 - (c) Perform the work correctly without supervision; and
 - (d) Complete the necessary documentation.

Person who signs for completion of maintenance tasks shall be responsible for the accuracy of statement made.

Note: In some cases, a task may need to be performed several times before a sign off could be granted (the AME certifying the work must be certified on the aircraft type) Refer: CAR 566-03 (e) (IV).

CREDIT

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

PROGRAM ADMINISTRATION

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

COMPLETION OF THE APPRENTICESHIP

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

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

AGREEMENT REVIEW

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

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

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

AVIONICS TECHNICIAN 924-E

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

In addition to the duties of a Group 6 Instrument Mechanic, the Group 7 Instrument Technician, and the Group 8 Avionics Technician is required to test, calibrate, repair, function and completely overhaul electronic type instruments and systems. Must be capable of trouble shooting, correcting, and adjusting electronic instrument flight snags. Also construct and completely overhaul instrument test equipment. Must be able to adapt instrumentation of all types to provide suitable systems of collecting test data. Must be able to perform and function trial and prototype installations of all types of aircraft instrument systems. Must be able to work to verbal instructions and/or sketches from Engineering Department.

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

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

This classification requires a valid "E" License and there must be one person in this classification at all times.

SCHEDULE C – Overtime and Other Fringe Benefits

2021		
Stat - Canada Day* Friday July 2, 2021	Stat - Labour Day Monday September 6, 2021	Stat – Thanksgiving Day Monday October 11, 2021
Floater #1 Friday December 24, 2021	Stat - Christmas Day Monday December 27, 2021	Stat - Boxing Day Tuesday December 28, 2021
Floater #2 Wednesday December 29, 2021	Floater #3 Thursday December 30, 2021	Floater #4 Friday December 31, 2021

2022		
Stat - New Year’s Day Monday January 3, 2022	Stat - Family Day Monday February 21, 2022	Stat - Good Friday Friday April 15, 2022
Stat - Victoria Day Monday May 23, 2022	Stat - Canada Day Friday July 1, 2022	Stat - Labour Day Monday September 5, 2022
Stat – Thanksgiving Day Monday October 10, 2022	Floater #1 Friday December 23, 2022	Stat - Christmas Day Monday December 26, 2022
Stat - Boxing Day Tuesday December 27, 2022	Floater #2 Wednesday December 28, 2022	Floater #3 Thursday December 29, 2022
Floater #4 Friday December 30, 2022		

2023		
Stat - New Year’s Day Monday January 2, 2023	Stat - Family Day Monday February 20, 2023	Stat - Good Friday Friday April 7, 2023
Stat - Victoria Day Monday May 22, 2023	Stat - Canada Day Monday July 3, 2023	Stat - Labour Day Monday September 4, 2023
Stat – Thanksgiving Day Monday October 9, 2023	Floater #1 Friday December 22, 2023	Stat - Christmas Day Monday December 25, 2023
Stat - Boxing Day Tuesday December 26, 2023	Floater #2 Wednesday December 27, 2023	Floater #3 Thursday December 28, 2023
Floater #4 Friday December 29, 2023		

2024		
Stat - New Year’s Day Monday January 1, 2024	Stat - Family Day Monday February 19, 2024	Stat - Good Friday Friday March 29, 2024
Stat - Victoria Day Monday May 20, 2024		

MEMORANDUM OF AGREEMENT

Between

De Havilland Aircraft of Canada Ltd (the Company)

And

UNIFOR Local 112 (the Union)

Re: Reduction of Union Representation

Purpose: This memorandum of agreement ("MOA") is to confirm the parties' agreement regarding the transition plan, as outlined below, to reduce the number of union representatives recognized under Article 9 of the Collective Bargaining Agreement.

Effective Date: This MOA will be effective on the later of: (i) June 23, 2021; and (ii) the date the Renewal CBA is ratified by the Union.

Duration: The term of this MOA is the term of the Renewal CBA.

Scope: The scope is the total number of elected union representatives active at the time of ratification.

The parties hereby agree:

1. Within two weeks of ratification, the union will reduce representation size by four members.
2. Effective January 2, 2022, the union will reduce the representation size by an additional three members.
3. When there are no bargaining members working on-site, the union will reduce representation size by one.
4. The reduction of union representation will be conducted in accordance with Article 9 and Article 26 of the Collective Bargaining Agreement.
5. At such time that operations resume, the union representatives will be recalled in the reverse order of their layoff until the maximum number of union representatives is reached as per Article 9 of the renewed CBA.

APPENDIX D – RETURN TO WORK

It is agreed that the employees will return to work within forty-eight (48) hours of Ratification.

There will be no interruption in service for the purposes of determining seniority or vacation entitlement as a result of the strike.

The Company shall not exercise any disciplinary action or reprisal against any employee who engaged in the strike and/or misconduct related to the strike and strike activity (other than and unless disclosed by the Company to the union prior to date of this Memorandum) whether known to the Company as of, or determined after the date of the signing of this Memorandum of Agreement.

It is agreed that the employees will return to work the Monday following Ratification.

Communication

Members of Local 112 active prior to the labour disruption will be informed to return to work immediately after Ratification using the following methods:

- Letter sent to their home address on company record
- E-mail sent to the personal e-mail on company record
- Return schedule (Date, Time, location & names) posted on the Unifor Facebook Page and the Local 112 Web page.
- Telephone call by company
- Posted on the employee communication page

Communication Content

- Date, Location (Meeting Room) and Time of Return
- Entrance to be used. (Main Security or/and East Gate)
- Mask Protocols (Covid)
- Covid Questionnaire included to be completed and handed to Security at Entrance
- Request to bring Laptop and charge to restart IT access
- Confirmation of Supervisor Name

Day 1 Schedule

Employees will be provided a scheduled time to return and attend an information session. Where possible Local 112 members will attend separately in the following groups.

- Employees to be immediately laid off (1 hour)
- Employees Returning back to work to regular schedule (1 hour)
- Employees returning to work with a lay-off date of 8 weeks or less from the Return-to-Work date. (1 hour)

Both the company and the union representatives will participate in the information sessions.

Day 1 Information Session Agenda

Employees Returning to Work

- Welcome by Company & Union
- Health & Safety Overview
- Covid Protocol Overview
- Supervisor Pick-up
- IT reboot schedule

Employees returning to work with a layoff date of 8 weeks or less

- Welcome by Company & Union
- Health & Safety Overview
- Covid Protocol Overview
- Informed of Lay-off (letter provided)
- Informed of Severance/retirement Package/Blended List Options (Selection Sheet provided)
- Supervisor Pick-up
- IT reboot schedule

Employees to be immediately Laid off

- Welcome by Company & Union
- Informed of Lay-off (letter provided)
- Informed of Severance/retirement Package/Blended List Options (Selection Sheet provided)
- Informed of Final Pay details (vacation, Pay in Lieu etc.)
- Informed of Collection of Personal Possessions / tools
- Informed of Return of Company Property
- Informed of Company Contact information & Service Canada information (Contact sheet provided)
- Service Canada Overview (to be requested)
- Supervisor Collection for Personal Possession and Company Property Collection

Additional items to be actioned

To ensure a smooth process the Company will:

- Inform Bombardier Security of return to work date/names/process
- Inform Bombardier IT and De Havilland IT of return to work date/names/process
- Schedule IT Support for reactivation of IT Access during week 1
- Activate "Active" employees in Ceridian
- Notify Payroll of Return to work and Layoff details
- Notify Supervisors of Day 1 schedule/process
- Notify Supervisors of Personal Possession and Company Property Collection process