Agreed: Title

COLLECTIVE AGREEMENT

Bombardier Aerospace Aviation de Havilland Division (Toronto)

and

Unifor Local 112





EFFECTIVE: JUNE 23, 2018 JUNE 23, 2021

TERMINATES: JUNE 22, 2021 JUNE 22, 2024

For the Company:

John Belton

Practice Leader, Labour Relations

Date

For the Union:

Plant Chair, Local 112

1

Agreed: Letters of Intent

21. WORK PARTIES

Every ninety days 6 months, the Company will post for five days, a list of the Job Classifications it anticipates will be required for Work Parties. Any employee who at the time is assigned to the Job Classifications listed and who is willing to accept any such Work Party assignment, may submit his/her name for inclusion on the Work Party assignment list on the form provided. An employee must submit a new request each ninety (90) days in order to remain eligible for Work Party assignments. An employee may request at any time that his/her name be removed from the Work Party assignment list and he/she thereafter, will not be eligible for such assignments until he/she re-submits his/her name in accordance with these procedures.

In forming a particular Work Party, the Company will select the members from among those employees who have submitted their names as herein provided, according to the Job Classifications that are required in compliance with the Collective Agreement. The Company will, whenever practicable, select members from among senior employees although it is recognized that a senior employee while qualified may not be suitable for assignment on a particular Work Party. Any employee who has submitted his/her name for the Work Party assignment list who refuses a particular Work Party will be removed from the list and thereafter will not be eligible for Work Party assignments until he/she resubmits his/her name in accordance with these procedures. Employees who are absent from work when the Work Party is formed will not be eligible for selection but such absence will not be considered as a refusal of a particular Work Party assignment.

In the event there is a surplus or layoff within a Job Classification in which there is an employee on a Work Party assignment, such employee shall be retained on the Work Party. Upon cessation of the Work Party, the employee will be subject to any surplus or layoff action which would have occurred if the employee had not been on a Work Party at the time of the surplus or layoff action and any senior employee laid off shall be recalled.

In the formation of each Work Party, the Company will meet with the employees and Union to discuss conditions of the Work party, per diem, hotel, fares, etc. Any extension to a Work Party assignment length of time greater than 30 days, will be discussed with the require Bargaining Committee.

approval. Wind down should be by seniority/classification; any exception will be by mutual consent. In all cases the collective agreement will apply to Work Parties.

For the Company:

John Belton Practice Leader, Labour Relations

For the Union:

Jeff Wood Plant Chair, Local 112

Agreed: SCHEDULE "E" A GLOSSARY OF WORDS AND PHRASES

INSPECT

To evaluate compliance and execution in relation to established standards, processes and procedures. May include training, continuous improvement, performance of the work, capability, housekeeping, planning, health and safety and calibration status. Where any of the above or similar is found to be non-compliant, the Inspector shall coach, mentor and provide feedback and input with respect to technical corrective action(s) as required and appropriate.

LEADHAND

A bargaining unit worker who, because of his/her extensive job knowledge and experience, is responsible for leading and overseeing a work centre and coaching, mentoring and providing direction on a day to day basis to employees from his/her own or like job classifications. He/she assesses employee training requirements and, with the assistance of Management and the Training Representative, arranges for and performs training.

The lead hand works closely with Support Groups including Material Logistics, Quality and Methods. He/she is responsible for assigning work, reviewing the work schedule and required follow-up. He/she is a leader in the drive for continuous improvement and Achieving Excellence (AE) in the work centre. As such, he/she may actively participate in or lead <u>discussions</u> <u>production/business meetings or presentations</u> in relation to the performance of the Work Centre. He/she may participate in daily boardwalks to highlight work progress and obstacles and communicates with other lead hands to ensure work continuity

The lead hand shall be assigned to a classified job, paid the additional premium and will continue to perform normal duties of the classification.

The lead hand does not possess disciplinary power, nor will he/she be used to progress or expedite parts or assemblies throughout the plant, nor shall he/she be required to perform clerical duties outside of his/her normal classification. The lead hand shall not approve employees for overtime, update overtime lists, nor shall he/she assign work outside an employees' classification. No additional overtime privileges shall be granted to lead hands.

For the Company:

John Belton

Practice Leader, Labour Relations

Date

For the Union:

Plant Chair, Locat

Agreed: Article 15 Arbitration

15.04 It is agreed that disputes which are carried to the arbitration stage shall be heard before a single Arbitrator. The Company and the Union, having expressed confidence in the ability of the under mentioned persons, agree that they shall be called to arbitrate on a rotation basis and in order of their listing:

Eli Gedalof Marilyn Silverman Professor W. B. Rayner <u>Mort Mitchnick</u> Ms. P. Knopf Larry Steinberg Chris Albertyn

For the Company:

John Belton

Practice Leader, Labour Relations

Date

For the Union:

Plant Chair, Local 112

Agreed: 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 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 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.
 - 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:
 - Journey persons must include proof of bona fide apprenticeship with license and attach to the application form
 - 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 <u>up to</u> five (5) working days to mark all tests, and test results will be posted after <u>any time within</u> 5 working days from the date of testing by clock number.
- (f) Employees have ten (10) <u>five (5)</u> 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. This shall not apply in an instance where an 803 is applying for an 825 vacancy.
- i. A successful downward bid shall be paid the job rate of the lower job and shall forfeit vested rights 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 reapply 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) <u>five (5)</u> working days after the ten (10) <u>five (5)</u> day review period. An employee accepted on a job posting <u>should normally</u> assume his/her new duties within fifteen (15) working days, <u>but no later than</u> twenty (20) days if there are operational issues that prevent this.
 - 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) five (5) day successfully posted period, these applicants will have their acceptance/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) <u>five (5)</u> 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 plantwide 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 to which he/she has moved under successful application for a posted job.

20.03

- (a) 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
 - An employee elects to return to their former classification during the 30 day probationary period
- (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) 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:
 - 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) 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.

For the Company:

John Belton

Practice Leader, Labour Relations

Date

For the Union:

Jeff Wood Plant Chair, Local 112

Agreed: TRANSFER

Company Proposal:

(a) (ii) To change an employee from one Program to another Program without change in Job Classification or pay rate.

In all incidents of a transfer occurring, written notice will be given to the Union, identifying the employee being transferred, when the transfer occurs, where the transfer is from, and where the transfer is to, except in those situations where the conditions have been mutually agreed to by the Company and the Union. It is further agreed and understood that no employee will be transferred for punitive or capricious reasons. Backfilling may only occur following a period of 90 days.
Any such transferred employee will not be subjected to further transfer for a period of Six (6) months.

Exceptions to these conditions must first be discussed with the Bargaining Committee and will generally only be related to a legitimate operational need or for the purpose of mitigating disruption to headcount and/or unforeseen master schedule changes.

For the Company:

John Belton

Practice Leader, Labour Relations

Date

For the Union:

Flant Chair, Local 112

Agreed: Article 18 General Provisions

18.04 As of <u>June 23, 2021</u>, all employees are required to provide <u>at least</u> 30 days' notice in advance of their intent to retire.

For the Company:

John Belton

Practice Leader, Labour Relations

Jeine 14-31

For the Union:

Jeff Wood

Plant Chair, Local 112

Agreed: Article 17 Seniority

(b) Seniority Lists will be amended and reissued to the Union every three (3) months from the effective date of the Agreement and will be posted at three locations at Downsview within the facility. The Seniority List will stipulate name, classification, clock number, department, seniority date and service date where such service date has to be considered in conjunction with an employee's position on the Seniority List.

For the Company:

John Belton

Practice Leader, Labour Relations

June 14 21

For the Union:

Jeff Wood

Plant Chair, Local 112

Agreed: Article 21 Lead Hands

In the matter of promotions of lead hands, where two or more applicants have equal standing with respect to extensive job knowledge and experience, then job classification seniority shall prevail. Before appointment of a Lead hand, the <u>Supervisor and/or Plant Superintendent Leader</u> will discuss the matter with the Committeeperson for the Zone (District) <u>and may take into consideration any recommendations brought forward by the relevant crew.</u>

For the Company:

John Belton

Practice Leader, Labour Relations

Date

For the Union:

Plant Chair, Local 112

Agreed: SCHEDULE "C"

ANNUAL VACATIONS WITH PAY

1.0 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 its intent to observe a summer shutdown by April 1 of the current year, and sooner if possible. If or 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 31st of the following year, providing that an employee shall not 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 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 December 31, 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:
 - Canvass period lasting from September 1 to September 10 for vacation period October 1 to January 31, or up to May 31
 - 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 which will be reviewed on a case-by-case basis.
- 5. Vacation Planning will be done by overtime list by area line manager.
- 6. In order to allow as many employees as possible vacation time during the summer months, more than three weeks of vacation may be granted during July and August, 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.
- 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 canvas periods referenced above, must submit for approval, within 10 working days of their return, a revised Vacation Plan Request Form.
- 10. Twenty percent (20%) Up to fifteen percent (15%) of the employees on an overtime list will be granted vacation at a given time. Any exceptions will be reviewed on a case-by-case basis. This twenty percent (20%) fifteen percent (15%) 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) weeks' entitlement may take up to one (1) of their week's entitlement in one (1) day blocks. Employees with four (4) weeks' entitlement may take up to two (2) of their weeks in increments of one (1) day blocks. Employees with five (5) weeks' entitlement, may take up to three (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. 48 hours advance notice shall normally be given for single use vacation.

- 2.00 Employees, who on June 1st of the year 1997 and of each succeeding year that this Agreement remains in effect, have been on the Company's payroll for a period of not less than three (3) months prior to such date, will be entitled to a vacation with pay as follows:
- 2.01 For those employees with more than three (3) months of service and less than four (4) years, two (2) weeks' vacation with pay equivalent to four percent (4%) of their earnings received from the Company during the previous year of June 1st to May 31st.
- 2.02 For those employees with more than one (1) full year of service and less than four (4) years, two (2) weeks' vacation with pay equivalent to four percent (4%) of their earnings received from the Company during the previous year of June 1st to May 31st.
- 2.03 For those employees with more than four full years of service and less than twelve (12) years, three (3) weeks' vacation with pay equivalent to six percent (6%) of their earnings received from the Company during the previous year of June 1st to May 31st.
- 2.04 For those employees with more than twelve (12) full years of service and less than twenty (20) years, four (4) weeks' vacation with pay equivalent to eight percent (8%) of their earnings received from the Company during the previous year of June 1st to May 31st.
- 2.05 For those employees with more than twenty (20) full years of service, five (5) weeks' vacation with pay equivalent to ten percent (10%) of their earnings received from the Company during the previous year of June 1st to May 31st.

For the Company:

John Belton Practice Leader, Labour Relations

Date

For the Union:

Plant Chair, Local 112

Agreed: GROUP I TRADES

S-102 Welder-Maintenance & Construction

S-100 Carpenter/Painter - Maintenance & Construction

- 4. A journeyperson in any of the designated Skilled Trades shall mean any person who:
- (a) Has served a bona fide apprenticeship of four (4) years 8000/9000 hours and possesses proof of such apprenticeship service, or
- (b) Holds a recognized UNIFOR Journeyperson card in the trade in which he/she claims recognition, or
- (c) has eight (8) years practical and general experience covering all phases laid down in the Apprenticeship Course applicable to the trade in which he/she claims journeyperson status and possesses ample proof of such experience.
- Entry into the Skilled Trades shall be restricted to persons:
- (a) Who qualify as journeypersons under the provisions set forth in the immediately preceding paragraphs, or
- (b) Who qualify for journeyperson status through any apprenticeship program which may be negotiated by the parties, or
- (c) Who provide documents at date of hire proving their claim to journeyperson status both to the Company and the Union Skilled Trades Committeeperson, or
 - (d) Who provide documents within fifteen (15) working days of being promoted from any

For the Company:

John Belton

Practice Leader, Labour Relations

Date

For the Union:

Plant Chair, Local 112

Agreed: ARTICLE 29 - UNION LEAVE OF ABSENCE

29.01 An employee who is elected or appointed to a full-time office with the National Union or Local 112, will be granted Leave of Absence upon written application of the National Union or such senior officer of Local 112 as the case may be. Such Leave of Absence shall be, upon request, extended and it is understood that the Company will receive written notice from the National Union or Local 112 respectively to this effect.

29.02 The National Union or Local 112 agrees also to advise the Company in writing once annually of the names of those de Havilland Bombardier employees who are engaged in full time duties with the Union.

For the Company:

John Belton

Practice Leader, Labour Relations

Date

For the Union:

Jeff Wood

Plant Chair, Local 112

Agreed: Letter of Understanding: Skilled Trades Planning and Development

During 2021 negotiations, the parties agreed to a framework by which issues concerning sub-contracting of trades work may be mitigated through joint understanding on issues such as attraction and retention of new personnel, alternate scheduling models, training and development as well as ongoing investments in apprenticeships. As a result, the parties have agreed to work cooperatively on the planning and implementation of the following items as they relate the specific subjects under each heading.

Apprenticeship Program:

- The company commits to add (3) apprentices in any of the following trades as determined by the business (S-208 Millwright, S-309 Electrician, S-311 Tool & Die Maker) one of which will be consumed upon ratification of the collective agreement, as agreed. The remaining two to be hired by end-2023.
- Apprentices shall be required to rotate after 6,000 hours if shift work is required to enable them to learn the specific part of their trade that happens on the off shift.

Proposed Sub-Contractor Reduction Measures:

The Company proposes a reduction of skilled trades subcontracted work through the following mechanisms:

- New hires and / or retirement replacements per business need
- Paid on-call process across all core skilled trades as required (details below)
- Ability to hire personnel into permanent off-shift where required, understanding that these needs may change over time. Should this occur, changes to shifts are per the collective agreement
- The company and union agree to explore with the skilled trades workforce the possibility of creating different voluntary shift patterns in order to better support operations or maintenance activities

Additional Company Skilled Trades Proposals:

- Both parties agree to standardize OT coding for employees across all trades as per OT Guidelines agreed on September 14, 2006.
- The Company and Union agree to discuss training requirements taking into consideration the possibility that out of seniority training may arise as per business need. All relevant Trades will receive the appropriate training within a reasonable time period.
- Vacation approvals to be done on a first come first served basis (seniority rules if same day). Must be submitted 10 days in advance if off for a week or more.
- In order to fully support the business through the manufacturing of RNC and SOS parts and expanding on changes from the 2018 collective agreement, the company proposes adding parts processing, (i.e., Alodine, passivation) to the S-311 Tool & Die Maker classification. It is understood that duties associated to Brush CAD will only be performed through mutual agreement by Unifor 112, 673 and the Company.
- In order to cover off-shifts in skilled trades (i.e., weekday midnight/weekend afternoon and night/holiday off-shifts) the company will offer an on-call premium of 2 hours straight pay (weekdays) and 3 hours straight pay (Saturdays, Sundays), and 4 hours when such on-call lands on a stat holiday. The applicable on-call premium will be paid based on an 8-hour shift and will not affect entitlement to the 4-hour call-in minimum. On-call pay is paid in

addition to the 60 hours utilization, should this occur. It is understood that take-up of an offer of on-call will be on a voluntary basis.

• Bombardier agrees to provide preferential hiring consideration to the current two Machinists employed at DeHavilland in the event a similar need arises at Bombardier over the life of the collective agreement.

For the Company:

ohn Belton

Practice Leader, Labour Relations

Date

For the Union:

Plant Chair, Local 112

Data

Agreed: SCHEDULES

SCHEDULE "B"

HOURS OF WORK OVERTIME CONDITIONS, ETC.

REGULARLY ASSIGNED HOURS

1.00 The regular work week shall be five eight-hour days, Monday through Friday, inclusive, except Stationary Engineers who shall work any five days of the seven, Monday through Sunday. **NO GUARANTEE**

2.00 The Company does not guarantee to provide work to any employee for the regularly assigned hours or for any other hours.

• 2.01 Beginning June 23, 2021, the Company may assign new employees/new classifications to a permanent off shift as a valid condition of their ongoing employment. Such instances must first be discussed with the union. Voluntary off shift requests by current employees will be honoured both now and in the future. Where new employees are hired into a permanent off-shift, it is understood that off shift needs may change over time and should this occur, changes to shifts are per the collective agreement.

STARTING AND STOPPING TIMES

3.01 The hours of work are as follows:

07:00 a.m. - 03:30 p.m.

03:30 p.m. - 12:00 midnight

3-Shift Operations:

07:00 a.m. - 03:00 p.m.

03:00 p.m. - 11:00 p.m.

11:00 p.m. - 07:00 a.m.**

On a strictly voluntary basis, or by mutual agreement of the parties the following schedules exist as an option for scheduling. Shift is Monday thru Thursday. Skilled Trades are exempted.

2-Shift Operations (4x10) – shifts and hours worked as determined by the parties

For the purpose of facilitating a graduated entry into a defined date of retirement, not to exceed thirty (30) months, the parties may invoke the following schedule by mutual agreement of the parties: This shift is only eligible for overtime premium after forty (40) hours.

2-Shift Operations (3x10) - shifts and hours worked as determined by the parties

14. WEEKEND WORKER SCHEDULE II: This shift is strictly voluntary. Skilled trades

exempted.

In order to maximize coverage and minimize costs and, notwithstanding any other provisions in the Collective Agreement, the parties agree the Company may employ a Weekend Worker Schedule under the following terms and conditions:

The utilization of the Weekend Worker Schedule will be jointly reviewed by the Bargaining Unit and the Company at least once every six months.

In the initial implementation of the Weekend Worker Schedule in an area where it is being introduced, the positions will first be offered to Employees in the appropriate classifications on a voluntary/seniority basis within the Work Centre, the bay and the plant, in that order. If all positions are not filled voluntarily and additional employees are required in that area during the first six (6) months after the start-up of that particular shift, junior employees will be assigned. It is understood that the Company has discretion to balance this shift based on skill mix, type certification and license. Prior to implementation the parties will review and discuss the start times for the Monday and Friday shifts. (Note: The non-weekend shift will be worked on either Friday or Monday as required in an area.)

Hours of Work and Shift Rotation (unless modified through paid lunch)

10.5-hour shift on either Friday or Monday

2 x 10-minute paid break

1 x 30-minute unpaid break.

12.5 hour shifts on Saturday and Sunday.

2 x 10-minute paid breaks.

1 x 30-minute unpaid break

When 2nd Shift is required Shifts rotate as follows:

Rotate shifts every two (2) weeks between the Off Shift and the Day Shift

Shift 1: Friday Shift, Saturday Day Shift, Sunday Day Shift.

Shift 2: Saturday Day Shift, Sunday Day Shift, Monday Shift.

Shift 3: Friday Shift, Saturday Off Shift, Sunday Off Shift - as required

Shift 4: Saturday Day Shift, Sunday Day Shift, Monday Shift - as required

Shift Times

Saturday 6:00am to 6:30pm

Sunday 6:00am to 6:30pm

Monday or Friday 6:00am to 4:30pm

Pay

- 40 hours pay for 30-34 hours worked.
- Shift premiums will apply as per the Collective Agreement

Employees who are involuntarily assigned from the Weekend Worker Work Schedule to a weekday shift due to the reduction of Weekend Shift requirements, will have (60) day rights to return to an Weekend Worker Schedule providing the employee has enough seniority to remain in the classification.

For the Company:

Jøhn Belton

Practice Leader, Labour Relations

Date

For the Union:

Jeff Wood

Plant Chair, Local 112

Agreed: ARTICLE 14 - GRIEVANCE PROCEDURE

All grievances arising between employees and the Company shall be dealt with as speedily and effectively as possible in accordance with the following procedure.

- 14.01 The Company is to possess the option of refusing a grievance unless the circumstances and the conditions upon which it is based have originated or occurred within fifteen (15) working days prior to its first presentation as a written grievance, in accordance with the procedure laid down herein.
- 14.02 A complaint from one or more employees will be brought to the employee's immediate Supervisor Leader by the District Committeeperson and they shall meet and discuss the matter before the complaint is reduced to writing as a grievance. The employee may, if he/she chooses, participate in that meeting. The Supervisor Leader shall respond to the complaint within three working days of the discussion.

It is the mutual wish of the parties to improve the complaint resolution process. Accordingly, the participants shall make a positive effort to fully explore and resolve the complaint before it proceeds to the written grievance stage at Step No. 1 below. The parties agree that when a written grievance is submitted it should contain a statement outlining the nature of the complaint, the area where the complaint originated and the time and date of its occurrence

14.03

STEP NO.1 — An employee having a grievance shall first submit the same to his/her District Committeeperson who shall present the same, in writing, to the employee's immediate Supervisor Leader who shall provide his/her written response within two (2) working days thereafter. If the Supervisor's Leaders response is not satisfactory, the Manager Director of the employee's area or their designate and the District Committeeperson shall deal with the grievance and the Manager Director or their designate shall deliver his/her answer, in writing, to the District Committeeperson no later than the fifth working day following the day on which the grievance was received. It shall be mandatory that the Manager Director or their designate and the District Committeeperson fully discuss the grievance and make a positive effort to resolve it before proceeding to the next step.

STEP NO. 2 – If the Manager's Director or their designate's written answer is not satisfactory to the grieving employee and/or the Union, the District Committeeperson will so advise the Industrial Relations Department within five (5) working days of the Manager's Director or their designate's decision. The grievance will then be slated for a Step 2 meeting in an effort to reach a satisfactory resolution.

Step 2 meetings will be held weekly between the Company Labour Relations Committee and the Plant Chair or his designee and the affected District Committeeperson. In addition, either party may call in the grieving employee, his/her Supervisor or Manager Leader or Director.

Grievances will normally be heard at a Step 2 meeting in the chronological order in which they are slated, subject only to the priorities (as set out in Article 15.02), witness availability, Plant location or other criteria mutually agreed upon.

If, because of a backlog of grievances, a grievance could not normally be heard at a Step 2 meeting within 30 working days of its being slated for such meeting, then the schedule will be increased to two Step 2 meetings per week. Such increased schedule will then remain in effect until the number of grievances slated for Step 2 are reduced to the level where they can be heard in a timely manner as set out above. If, after four weeks, the increase to two Step 2 meetings per week does not clear up the backlog to the 30 day level, then 1 special Step 2 meeting will be held every second week to hear groups of grievances which all involve the same District Committeeperson. During such special Step 2 meetings that District Committeeperson's substitute shall be recognized by the Company in that Committeeperson's district for the hours he/she is engaged in the special meetings.

If the grievance cannot be resolved in discussion at the Step 2 meeting, the Company will provide the Union with its written decisions within five (5) working days of such meeting. The Bargaining Committee and the Company will meet twice (2) per year (March and September) to review the Step 2 process.

14.04 The Company will supply such pertinent production, payroll and attendance records and disciplinary notices pertaining to the employee involved, as may be requested by the Union for the settlement of a grievance at Step two of the Grievance Procedure.

For the Company:

John Belton

Practice Leader, Labour Relations

Date

For the Union:

Jeff Wood

Plant Chair, Local 112

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Agreed: Grievance Procedure

Preamble

14.01 The Union and the Company recognize that they have a common interest in resolving grievances effectively, and that amidst a complex, multi-disciplinary environment, there will be issues and disputes arising which may not necessitate initiating the grievance procedure. To that end, the Union commits to educating union members about work ownership, roles and responsibilities, types of violations, and types of grievances. The Union further commits to sending any current or newly elected Committeepersons to UNIFOR's Grievance Handling and Workplace Leadership course. Correspondingly, the Company commits to educating its management and salaried employees about the collective agreement and adherence to work ownership, roles and responsibilities, types of violations, and how to interpret the collective agreement to reduce the need for grievances.

14.02 Any complaint or cause of dissatisfaction arising within this Agreement between an employee or employees and the Company, with respect to the administration of this Agreement, shall be addressed through the following procedure. Nothing within this article is intended to discourage or eliminate the ongoing day-to-day discussions that occur between an employee and their Leader, or between a committeeperson and any management representatives. No employee will be discriminated against, nor will his/her record be affected because of his/her lodging a grievance.

STEP NO. 1

14.03 The Zone Committeeperson shall reduce the grievance to writing on electronic Grievance Forms supplied by the Company and approved by the employee (or employees) and the Zone Committeeperson or the Office Chairperson. The Zone Committeeperson shall submit the grievance to the Industrial Relations department and the Leader of the employee and/or any other appropriate management representative. As part of the Zone Commiteeperson and the Leader's joint efforts to resolve the grievance, the Union will provide the Leader with all relevant particulars related to the grievance, including any available facts, supporting evidence or documentation, and the specific remedy which is being sought. Similarly, if there are any additional questions or information required by the Union at any stage of the grievance procedure including arbitration/mediation, the Company will provide this information within five (5) working days.

The Zone Committeeperson and the Leader will make an effort to resolve the grievance. The Leader within five (5) working days of his/her receipt of the grievance, will furnish his/her written answer to the Zone Committeeperson electronically. If the Leader fails to furnish a response within these five (5) working days after receipt of the grievance form, the grievance will automatically be advanced to Step 2.

14.04 If the decision of the Leader is not satisfactory to the employee concerned and/or the Union, the Union will notify the Industrial Relations department within five (5) working days of their intent to advance the grievance to Step Two.

STEP NO. 2

- 14.05 Following advancement of the grievance to Step Two, the parties will convene for a Step Two hearing within five (5) working days. At this hearing will be the Company's designates, the Zone Committeeperson, and any persons necessary to the resolution of the grievance. The Company will provide the Union with its written decision within five (5) working days of the date of the hearing.
- 14.06 If the Company's written disposition at Step Two is unsatisfactory to the Union, the Union will have five (5) working days to notify the Industrial Relations department of its intent to advance the grievance to arbitration/mediation.
- 14.07 After the Step Two hearing has occurred, failure by the Union to observe its time limits will constitute withdrawal of the grievance. If the failure is on the part of the Company, the grievance shall be considered settled in the grievor's favour. If the time limits cannot be met due to the legitimate absence from the appropriate Company facilities of persons directly involved in the grievance, an automatic extension of five (5) working days will be granted upon the return of the absent individual. Any grievances withdrawn or conceded under this provision will be treated as without precedent or prejudice and will have no bearing on any other ongoing or future matters between the parties.
- 14.08 At any stage of the grievance procedure including arbitration/mediation, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the office to view the disputed operations or to confer with the necessary witnesses.
- 14.09 The Company may decline to consider a matter under the Grievance Procedure unless it has to do with the application or interpretation of the terms of this Agreement and the condition or circumstances upon which the grievance is based, originated or occurred within thirty (30) working days of its having been brought to the attention of the Leader. However, grievances in respect to group insurance settlements may be placed within ninety (90) working days of date on which they originated.
- 14.10 All monetary settlements will be paid out within (ten) 10 working days of the grievance being signed and resolved. If any additional time is required for the purposes of gathering, verifying, and calculating settlements, the parties will mutually agree on an extension period.

GRIEVANCE CATEGORIES AND DEFINITIONS

14.11 The parties recognize that a variety of grievances may arise as part of this procedures, and that it is in the parties' interest to utilize the grievance procedure in an organized manner. The Union will follow the definitions within this Article and utilize the appropriate category when filing a grievance.

To that end, grievances shall be identified at the time of filing as falling into one or more of the following categories: Individual, Group, or Policy.

- 14.12 A group grievance is defined as a single grievance signed by the Zone Committeeperson on behalf of a group of employees in their Zone who have the same grievance with the Company. Group grievances shall be filed at Step Two.
- 14.13 A policy grievance is defined as a single grievance which alleges a misinterpretation or violation of any provision within the collective agreement which affects numerous employees and/or multiple zones and cannot be resolved due to the nature or scope of the issue in dispute. Policy grievances will be filed by the Plant Chairperson or his/her designate at Step Two.

For the Company:

John Belton

Practice Leader, Labour Relations

Date

For the Union:

Jeff Wood

Plant Chair, Local 112

Data

Agreed: Article 22 Layoff and Recall

- ii. He/she may elect to displace the employee holding least seniority at the next <u>in any</u> succeeding downward wage level to any classification where he/she-has vested rights. 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.
- 22.03 The Company will <u>shall always</u> endeavor to submit to the Plant Chair a list of employees to be laid off one (1) week <u>two (2) weeks</u> prior to the layoff becoming effective and similarly the employee subject to the layoff will be given one (1) <u>up to two (2)</u> weeks' notice; or alternatively, the laid off employee will be paid one (1) <u>two (2)</u> 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. In any circumstance, notice to the Plant Chair shall never be less than one week.

For the Company:

John Belton

Practice Leader, Labour Relations

Date

For the Union:

Plant Chair, Local 112

Agreed: Classifications:

INSPECTOR, AIRCRAFT 825-15 (806, 715, 714, 648)

Must be capable of inspecting, using necessary equipment, all operations including functioning and engine run performed between the final assembly and acceptance of the aircraft by the customer. Aircraft Inspector Group 8 may be required to inspect any or all work performed in connection with the building of an aircraft from the early stages of development through to the final assembly. Must complete all necessary inspection reports and documents related to the foregoing and have a complete knowledge of procedure. Must be capable of obtaining an "M" license should it be required.

Must be qualified to inspect and approve final assembly and delivery of an airframe and in addition, must be able to inspect and approve the assembly, repair, overhaul (recondition) adjustment and function of hydraulic and pneumatic parts, assemblies and systems in a complete or partially completed aircraft. Inspect and approve the installation of propellers, power plants and accessories and other systems and services necessary to assemble a complete or partially completed aircraft except installation and functioning of radio, electronics, electrical and instruments. Must be qualified to inspect and approve sheet metal and sheet metal repairs on an aircraft or its components. Must be able to read and interpret drawings and compile Inspection Survey Reports. This classification applies only to line assembly and overhaul operations – not to apply to shops.

Required to carry out, using all inspection equipment necessary, the complete overhaul of aircraft gas turbines and piston engines during and after complete overhaul. Requires the knowledge of current assembly, adjustments and method of testing, the correct erection of the component of a gas turbine or piston engine and includes the specified allowance for deterioration, wear, distortion, balancing of parts, etc. Must be able to follow drawing instructions, operation schedules and conversion charts. Required to carry out the complete testing of engine function after overhaul, including calibration and recording of engine performance on test run. Must complete all necessary inspection reports and documents related to the foregoing, and have a complete knowledge of procedure.

Must be capable of inspecting, using necessary equipment, aircraft details, sub-assemblies and components to drawing, and check to functional and test specification requirements. Must be familiar with processes necessary to produce the foregoing parts and have a good knowledge of aircraft material heat treat conditions. Must have complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

Using all inspection equipment necessary, required to carry out a complete final inspection and function of engine accessories during strip, overhaul and complete build to authorized schedules, but is not required to function engine on test run. Must be capable of inspecting and approving test equipment, gauges and test rigs at required intervals. Must be capable of carrying out inventory checks on incoming engines and accessories for overhaul and repair.

Must have a knowledge of approved methods of dispatch for shipment including inhibiting, cocooning and packing and be able to complete all necessary inspection reports and documents related to the foregoing.

Required to inspect and approve, using all inspection equipment necessary, the complete power plant prior to and after installation, including propellers and other ancillary equipment. Must be familiar with manufacturer's repair schemes on minor repairs and be capable of following installation drawings and specifications. Must have an elementary knowledge of sheet metal work with respect of cowlings. Must be capable of completing all inspection reports related to the foregoing.

Required to inspect and approve the overhaul and functioning of all hydraulic, pneumatic and vacuum units. Must be capable of compiling strip reports. Must be thoroughly familiar with test procedures, installation of piping systems as laid down in specifications. Must complete all necessary inspection reports and documents related to the foregoing, and have a complete knowledge of procedure.

Must be capable of inspecting, using necessary equipment, the assembly of a power plant at specified stages prior to installation in the aircraft. Must have an elementary knowledge of sheet metal work with respect to cowlings, and is required to complete necessary inspection records.

Must be capable to inspect, using necessary equipment, aircraft details and sub-assemblies in any stage of operation, and be familiar with the processes necessary to produce foregoing parts. Must have complete knowledge of procedures and be able to complete all necessary inspection reports and documents related to the foregoing.

Required to inspect and approve, using all inspection equipment necessary, all operations to procedures carried out in Heat Treat and Electroplating departments. Must possess knowledge of Heat Treat procedures and temperature controlling devices to verify them to be correct. Must be capable of carrying out periodic survey checks on plating equipment and recording instruments. Required to carry out complete checks on electroplating process procedures.

Must have a complete knowledge of procedures and be able to complete all necessary inspection reports and documents relating to the foregoing.

Required to inspect and approve, using all inspection equipment necessary, all operations to procedures carried out in the Heat Treat and Electroplating Departments. Must possess knowledge of heat treat procedures and temperature controlling devices to verify them to be correct.

Required to carry out complete checks on electroplating process procedures. Must have complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

Required to inspect and approve all phases of plastic operations produced from production and/or experimental moulds, working to blueprints, sketches or Engineering Orders. Must be able to check mixture of resins and record same. Carry out humidity checks in plastic manufacturing area and complete records relating thereto. Check the preparation of plastic samples prior to submission to Laboratory and record same. Check oven temperatures, using correct equipment and record details. Must have a complete knowledge of procedure and be able to complete all necessary documents related to the foregoing.

Required to inspect and approve all operations necessary for manufacturing plastic parts made from production moulds. Must be capable of reading drawings, checking mixing of resins and making necessary records of such. Must have a complete knowledge of procedure and be able to complete all necessary inspection reports and documents related to the foregoing.

AVIONICS INSPECTOR 970-13

Must be capable of inspecting, using necessary equipment, during all stages of overhaul, repair and installation of all types of radio, radar and microwave equipment. Must be capable of inspecting the operations and functioning's of all the above equipment; also the installation and function of electronic and electrical instruments on the final assembly, overhaul and test flight operations. Must have a complete knowledge of inspection procedure and of Transport Canada radio procedure Re: operating licensed aircraft radio station. Be capable of compiling all necessary inspection records and documents.

Must be capable of inspecting, using necessary equipment, the function of complete radio, radar and electrical systems, circuits and components for satisfactory air operation. Also the installation and function of electrical and mechanical instruments on the final assembly, overhaul and test flight operations. Must have knowledge of Transport Canada Radio Procedure Re: operating licensed aircraft radio station. Be capable of compiling all necessary inspection records and documents. Is required to sign all relevant L-14 section on Military aircraft and complete necessary log book entries.

Must be capable of inspecting, using all necessary equipment, the testing, calibrating, repair, function and complete overhaul of electronic type instruments and systems. Must be capable of inspecting after trouble shooting, corrections and adjustments of electronic instrument flight snags, the construction and complete overhaul of instrument test equipment. Must be capable of inspecting and functional trial all types of aircraft instrument systems, including prototype installations. Must be able to work to verbal instructions and/or sketches from Engineering and complete all records in connection with inspection duties.

May be required to obtain a valid "E" license and be certified by aircraft type.

AIRCRAFT MECHANIC 803 (802,751, 604)

Requires the complete dismantling, overhaul and reassembly of aircraft engines, including components and propellers. Must have knowledge of shop practices, be capable of following test procedures, drawings and production methods relating to the above. Carry out correct diagnosis of operating defects.

Requires the complete dismantling, build up and test of any one component, i.e. fuel systems, C.S.U. and individual components of a propeller. Must be familiar with complete build of engines, but is not required to engine test. Must be capable of carrying out balancing machine operations as applied to all rotary parts.

Responsible for installing, repairing and functioning any or all parts or components necessary to fabricate a complete airframe including rigging, i.e. the adjustment of flight and engine

controls for correct coordinated linkage, tensions and travel. Must be a sight reader of blueprints and trouble shoot the work of Airframe Assemblers.

Requires the general servicing of aircraft power plants; this includes installation or removal of engines, engine mounts, propellers or other accessories, including cowls and coolers, and provide proper setting of controls, pre-flight engine run-up and trouble shooting.

Requires the overhaul, modification and/or installation of any or all piping, hydraulic or pneumatic units to schematic drawings, blueprints, engineering changes or verbal instructions. Required to perform testing, functioning, trouble shooting on any hydraulic or pneumatic unit, complete or partial installation.

FLIGHT SERVICE ENGINEER 922

The duties shall include preparation and functioning of fuel, hydraulics, pneumatics, electrical and powerplant systems as it relates to preparing the aircraft for flight, and certification. Shall support Flight operations in accordance with defined procedures. Shall be capable of carrying out duties of any lower classification as it relates to aircraft assembly i.e sealing, sheet metal, electrical. In accordance with the aforementioned duties the duties should also include any trouble shooting/maintenance and/or repair of said structure/systems to meet the defined airworthiness requirements of the product. Must be capable of sourcing and following procedures, drawings, and production methods in accordance with carrying out duties. Must be capable of operating in all weather conditions to support Preflight activities. Must be capable of meeting ramp and safety requirements at any controlled aerodrome. Must be capable of acquiring and maintaining a Restricted Radio Operator License. Must be capable of operating a vehicle within any controlled aerodrome. This classification requires an M2 license. All 922 Flight Service Engineers must be capable of performing certification duties on behalf of the company in accordance with the established Bombardier Quality Manual and Maintenance Policy Manual and may acquire obtain an Aircraft Certification Authority (ACA) signatory approval when required.

For the Company:

John Belton

Practice Leader, Labour Relations

Date

For the Union:

Plant Chair, Local 112



Letter of Agreement

Re: Wing Work and Prep & Ops to Toronto Site

Between

Unifor Local 112 (the Union)

And

Bombardier (the Company)

WHEREAS the Company had reached previous agreements with the Unifor on the introduction of Wing Work (Flight Controls) from Red Oak Texas to the Toronto Site under specific terms and conditions;

And WHEREAS the Company and Unifor, as part of 2021 Collective Agreement discussions, have agreed to a process by which both Wing and Prep and Ops will be permanently consolidated into the Toronto statement of work, resulting in an estimated initial increase of approximately 57 jobs at the Toronto Site.

And WHEREAS the ongoing ability of Toronto to secure this work is premised on our ability to demonstrate operational efficiencies;

THEREFORE, the parties hereby agree as follows:

- 1. Vending Machine Management: The parties have agreed to the implementation of Vending Machine Management of consumables, DNR and certain other hardware within year one of the renewal collective agreement. Consumables such as drill bits, reamers, etc. will be managed through vending machines and stocked by a third-party supplier, while stocking of DNR bins are to be completed by current hardware supplier (Wesco). Efficiencies through this initiative are expected to be derived from a 4-person 596 reduction associated to existing consumable stores and line-side logistics. This reduction will be offset by an identical increase in 596 associated to additional handling of parts connected to Wing. It is understood that the implementation of Vending Machine inventory management is not intended either now or in the future to be a disciplinary process in instances where employees are required to consume supplies above the understood normal amount.
- 2. 825/970 Amalgamation: It is understood that beginning January 1, 2022, these roles will be incrementally blended in order that a new, single 975 Classification entitled "Aircraft Inspector" be created. It is expected that this amalgamation will result in an eventual net decrease of approximately 5 inspection jobs; however, this reduction will be offset by an identical increase in inspection jobs associated to Wing. Candidates within the current 825 and 970 classifications will be granted access to cross training in advance of the amalgamation under the following conditions:
 - Cross training will be initiated within the current population of 825 and 970 classifications by volunteer
 and then by reverse seniority thereafter. The Union will be provided a detailed cross-training plan in
 advance of the deployment of such training.
 - Upon successful completion of required training, 825 employees will be advanced to the Group 9 (975) wage rate.
 - All employees that have vested rights in either the 825 or 970 classifications are eligible for recall by plant wide seniority to the 975 classification. Once recalled, will be provided the appropriate cross training.

No additional job loss will result from the amalgamation as described above; however, the Company is not
prevented from implementing any regular surpluses associated with the learning curve or rate
adjustments..

For the Company:

John Belton

Practice Leader, Labour Relations

Date

For the Union:

Jeff Wood

Plant Chair, Local 112

Agreed: (NEW) Letter of Understanding: Plant Closure Discussions

As discussed in 2021 collective bargaining, the parties shall meet no less than 180 days prior to a plant closure or partial closure announced during the life of the current Collective Agreement to draft comprehensive plant closure language to address the Union's Concerns.

Plant closure language shall address topics including but not limited to Employee Records, Bargaining Rights, Severance & Termination, Pensions, Benefits, and Future Work Opportunities.

For the Company:

John Belton

Practice Leader, Labour Relations

Date

For the Union:

Jeff Wood

Plant Chair, Local 112

Agreed: NEW: Letter of Understanding

Re: Supplier/Partner Contractor Presence

Between

Unifor Local 112 (the Union)

And

Bombardier (the Company)

WHEREAS during 2021 Collective Bargaining discussions the Company and the Union engaged in meaningful discussions intended to clarify or resolve issues between the parties, with the intent to settle unresolved issues associated to the presence of 3rd party contractors at the Downsview facility;

And WHEREAS the Company intends to continuously reduce the presence of these contractors to at least the level and utilization similar to that of current sustaining programs such as Global 5/6;

THEREFORE, the parties hereby agree to work cooperatively in order to achieve a net reduction of applicable 3rd-party contractors from the current estimated population of 92 to approximately 20-by end-November 2021:

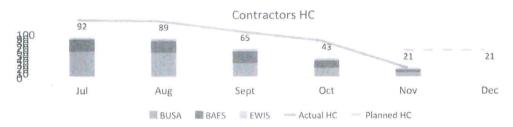
- In preparation of the continued burndown of supplier partner presence as part of evolving to an autonomous Preflight model on the 7500, as of Aircraft 70081, all snags arising from the DI that are not associated to legitimate quality escapes or supplier/partner non-conformance in Preflight will be automatically triaged to Local 112 employees.
- 2. All snags and zonals found by or resulting from the installation of components by Local 112 employees where a fix or replacement is required will be assigned to Local 112 employees.
- 3. Work associated to fixing or reworking failures that occur once Functional Testing has commenced will be assigned to local 112 employees; however, any quality escapes, line checks, or defects related to vendor supplied sub-assembly will remain the liability of the vendor. Relevant documentation associated to these exceptions will be shared with the Union upon request. It is understood that only the following issues listed below and associated to ongoing supplier/partner defects will remain the responsibility of supplier partners. Nevertheless, the Company may utilize BA employees at its own discretion in the management of these issues.

EWIS Escapes (Harness Changes and repairs) – until as modified by #6 below
Wings Fastener replacement in Fuel Bays
Wings - High/Low Speed Roll (Flight Snag) – Rectification (until training of BA staff is complete)
Wings - WAI Snag rectification
NLG Changes
MLG Fitting rectification (Fitting Replacement)
Cockpit Windshield/Side Window Replacement
AFT Tank Bladder Replacement
RAT Replacement

4. Based on currently forecasted rate increase on the Global 5/6 program (Q4 2021), and as the need arises for 591 manpower on the Final Assembly Line, the 591s currently working in preflight will be redeployed

and replaced by 922s. The redeployment of these 591s will occur only once a sufficient number of 922s can consistently demonstrate the required competencies currently possessed by 591s (i.e. aerodynamic sealing). Training shall be provided to Preflight personnel for these competencies as well as for tasks associated with negotiated work being transferred (i.e. Flight Controls) so as they can independently rectify any flight snags associated to this work. (reference items 1,3,and 4 above)

- 5. All NCR's associated to parts and/or assemblies which have been installed by Local 112 employees shall be completed by Local 112 employees.
- 6. Further to the mitigation of 30 layoffs within Local 112 to BUSA Red Oak work (referenced in Letter of Agreement dated December 3, 2020) and the recent elimination of 6 EWIS contractors which has already taken place in the GX 7500 FAL, the Company will be eliminating 4 contractors from Preflight and commits to continued discussions with the Union to find opportunities to displace contractors with Local 112 employees.
- 7. Further related to the presence of EWIS contractors on-site, the Company agrees to implement a new Group 640 classification for the purpose of consuming the majority of remaining EWIS statement of work.
- 8. It is agreed that all contractor-supported training associated to the independent performance Robot Operation and Technical Support (Production and Skilled Trades) shall be completed no later than 7 months from the date of ratification of the collective agreement. The union will be provided with a comprehensive training plan by the company 30 days after ratification of the collective agreement.
- 9. All NCR's, snags and SNC's are written by local 112 Quality by end of contractor burndown schedule as listed herein (November 2021).



10. Any grievances connected to this matter will be addressed through the regular grievance procedure on a case-by-case basis within the zone from where the issue arose.

For the Company:

John Belton

Practice Leader, Labour Relations

Date

For the Union:

Plant Chair, Local 112

Agreed: 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, <u>or lower only through mutual agreement</u>, one of whom shall 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 full time Plant Chair. He/she 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. He/she 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)-sixty (60) 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, he/she will be allowed full time to attend to the administration of the Agreement.

District Committeepersons

9.03

(a) The Company agrees that the Union shall be represented in each four (4) geographical districts of the Plant by a Day Shift District Committee person who shall be elected or otherwise appointed from the employees in the geographical district he/she is to represent. In addition, there shall be one (1) Skilled Trade District and one (1) District for Off-Shift employees, each represented by a District Committeeperson elected or otherwise appointed from the employees in those districts. It is understood that the Off-Shift District Committeeperson shall be employed on a five (5) night operation.

- (b) The Union will define the geographical districts and submit the list to the Company. Each March 1st, July 1st and November 1st the number of District Committeepersons shall be increased for every increase of 400 250 bargaining unit employees above 2000 1200 or decreased for every decrease of 400 250 bargaining unit employees thereafter. In any event the minimum number of Committeepersons shall not be less than six (6) five (5), or lower only through mutual agreement. At the time of increase or decrease to the number of District Committeepersons, the Union shall redefine the geographical 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 geographical 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 a desk, chair, computer and internal telephone to be located within his/her geographical district.
- (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) fifty-seven (57) 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-fifty-seven (57) 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, he/she 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 towork 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 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 a District Committeeperson, 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 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/Health and Safety Representative (strike relevant portion of current article 31 Safety) 9.05

(a) The Company will recognize one (1) full time WSIB/Health and Safety Representative to assist the Plant Chair. The WSIB/Health and Safety 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) This appointee will be a certified member as defined in the Occupational Health and Safety Act and attend all Joint Health and Safety Committee meetings and workplace inspections. He/she will be provided with an office and office facilities including desk, chair, telephone and a filing cabinet.

The Union appointee, 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. 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.

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 Union. National Office of the UNIFOR.

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.

The WSIB/Health and Safety Representative shall receive the rate of pay equal to the highest production rate and will be paid the equivalent of forty (40) fifty (50) hours per week at straight time.

(c) When the WSIB/Health and Safety 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 a full time 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) fifty (50) 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

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

The Company agrees to accept advice by telephone to the Manager, Industrial Relations of the 9.08 appointment or election of a Plant Chair, Committeeperson, Training/Benefits Representative, WSIB Representative, Union Officer or Vice Plant Chair, and will recognize such office from that time, providing a letter of confirmation is received from the Union.

ARTICLE 26 - RECOGNITION OF UNION OFFICERS

26.02 Subject to 26.01 above, a District Committeeperson shall be the last person who is removed from the District 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.

New - Letter of Understanding: Pearson Geographical Districts

During 2021 collective bargaining, the Parties discussed the likelihood of Pearson's factory layout being such that the number of districts/zones will be different than that of those currently at Downsview. It is therefore agreed that the parties to this renewal agreement will meet and determine, before the expiry of the current union term in May 2023, how the efficiencies brought about by a demonstrable reduced factory footprint or committee attrition can contribute to a more efficient definition of required representation within these districts/zones. Any modification of union representation, should this occur, will need to be by mutual consent and cannot exceed more than 1 representative.

For the Company:

Practice Leader, Labour Relations

For the Union:

Plant Chair, Local 112

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Stat – Canada Day Thursday. July 1, 2021)	Stat – Labour Day (Monday Sept. 6, 2021)	Stat – Thanksgiving Day (Monday Oct. 11, 2021)
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Floater #2 (Wednesday December 29, 2021)	Floater #3 (Thursday December 30, 2021)	Floater #4 (Friday December 31, 2021)

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(Monday May 23, 2022)	(Friday July 1, 2022)	(Monday September 5, 2022)
Stat - Thanksgiving	Floater #1	Stat – Christmas
(Monday October 10, 2022)	(Friday December 23, 2022)	(Monday December 26, 2022)
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Stat – Labour Day	Stat – Thanksgiving	Stat – Christmas
(Monday September 4, 2023)	(Monday October 9, 2023)	(Monday December 25, 2023)
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Floater #4 (Friday December 29, 2023)		

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Negotiated Plant Holiday	Holiday for Weekend Workers (Employee scheduled for Monday)	Holiday for Weekend Workers (Employee scheduled for Friday)
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(Monday December 27, 2021)	December 25, 2021	December 25, 2021
Stat – Boxing Day	Saturday,	Saturday,
(Tuesday December 28, 2021)	December 25, 2021	December 25, 2021
Floater #2	Sunday,	Sunday,
(Wednesday December 29, 2021)	December 26, 2021	December 26, 2021
Floater #3	Sunday,	Sunday,
(Thursday December 30, 2021)	December 26, 2021	December 26, 2021
Floater #4	Monday,	Friday,
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(Friday April 7, 2023)	April 10, 2023	April 7, 2023
Stat – Victoria Day	Monday,	Friday,
(Monday May 22, 2023)	May 22, 2023	May 19, 2023
Floater #1	Monday,	Friday,
(Friday June 30, 2023)	June 26, 2023	June 30, 2023
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- 1. Only a holiday by working an 11hr shift in lieu 8hr shift on Monday, December $13^{\rm th}$ 2021
- 2. Only a holiday by working an 11hr shift in lieu 8hr shift on Friday, December 17th 2021

- 3. Not a Holiday, paid 16 hours only if an additional 11 hour shift is worked on Monday, December 12th 2022 and Monday, December 19th, 2022 16hr pay held back to cover Sunday, January 1, 2023.
- 4. Not a Holiday, paid 16 hours only if an additional 11 hour shift is worked on Friday, December 16th 2022 and Friday, December 23rd, 2022 16hr pay held back to cover Sunday, January 1, 2023.
- 5. Only a holiday by working an 11hr shift in lieu 8hr shift on Monday, December 11th 2023
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- 7. Not a Holiday, paid 16 hours only if an additional 11 hour shift is worked on Thursday, December 21st, 2023 16hrs pay held back to cover Sunday, December 31st, 2023.
- 8. Only a holiday by working an 11hr shift in lieu 8hr shift on Monday, December 18th 2023 to make up for Saturday December 23rd
- 9. Only a holiday by working an 11hr shift in lieu 8hr shift on Friday, December 15th 2023 to make up for Saturday December 23rd