

COLLECTIVE BARGAINING AGREEMENT

between

BOEING CANADA OPERATIONS LIMITED

WINNIPEG DIVISION

and

UNIFOR

AND ITS LOCAL 2169

EFFECTIVE JUNE 16, 2018

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This AGREEMENT, dated as of the 16th day of June 2018, between Boeing Canada Operations Limited (hereinafter referred to as "the Company") and Unifor (hereinafter referred to as "the Union").

The purpose of this Agreement is, in the mutual interests of the Company and the Employees, to establish and maintain orderly collective bargaining relations between the Company and the Union by stating the complete Agreement between the Company and the Union regarding wages, hours and other working conditions of employment.

Signed by the parties hereto as follows:

Unifor

By Ken Stuart - National Representative

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Members of the Bargaining Committee:

Chris Cochico

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Tim Cathro

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Nichols Hanson

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Russ Harrison

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Carmen Ledarney

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Steven McKeigan

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Jeff Papoff

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Robert Scowen

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Boeing Canada Operations Limited  
Winnipeg Division

by Kimberly Westenskow, General Manager

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ARTICLE 1  
RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work and other working conditions, and this Agreement will pertain only to its employees in the Bargaining Unit as defined in the Certificate dated April 10, 2014 by the Manitoba Labour Relations Board.



## ARTICLE 2

### RIGHTS OF MANAGEMENT

The management of the Company and the direction of the work force is vested exclusively in the Company subject to the terms of this agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Company in accordance with such policy or procedure as the Company from time to time may determine. The Company has the right to sub-contract work and designate the work to be performed by the Company and the places where it is to be performed, which right shall not be subject to arbitration.

## ARTICLE 3

### UNION AND COMPANY RELATIONS

#### Section 3.1 Union Activity During Working Time

The Union agrees that no employees shall engage in any Union activity during working time except as expressly provided in this Agreement.

#### Section 3.2 Strikes and Lockouts

The Union agrees that during the term of this Agreement, and regardless of whether an unfair labour practice is alleged, there will be no strike, suspension of work, slowdown, sitdown or walkout and the Union will not directly or indirectly authorize, encourage or approve any refusal on the part of the employee to proceed to the location of normal work assignment. Any employee who violates this clause shall be subject to discipline. The Company agrees that during the term of this Agreement there will be no lockout of employees covered by this Agreement.

#### Section 3.3 National Representatives - Access to Plant

An authorized National Representative and/or full-time Local Representative of the Union shall be permitted on the Company's premises for the purpose of investigating grievances or complaints that have arisen, and for the purpose of attending meetings pertaining thereto.

Such National Representative and/or Local Representative, shall, before each entry, request permission from a designated representative of Management who shall permit them to enter the Company's premises, provided, however, that the Company may send a representative to accompany them, but the Union's Representative, in investigating any grievance and complaint, shall be entitled to interview privately any employee covered hereby. It is further provided that such permission to enter the Company's premises shall be exercised reasonably and shall not unreasonably interfere with the conduct of the Company's operations, and shall be subject to all rules and regulations normally applicable to plant visitors.

#### Section 3.4 Shop Committee and Bargaining Committee

3.4(a) The Union shall be represented by a Shop Committee, one of whom shall be Chairperson. The Company recognizes that the Shop Committee and the Negotiations Committee are one body. Committee member(s) shall represent the employees in a manner and for the purpose set forth in this Agreement. The Union may designate one employee on the active payroll for each one hundred (100) bargaining unit employees or fraction thereof, as a member of the Shop Committee not to exceed in any case a total of six (6) members of the Shop Committee in addition to the Chairperson.

A written list of Shop Committee Persons and alternates, if any, and the area of the plant which each member of the Shop Committee shall represent for the purpose of handling grievances in accordance with the provisions of Article 11 shall be furnished by the Union to the Company immediately after their designation. The Union shall notify the Company in writing of any change in the membership of the Union Committee or their alternates or their area of representation. The Company will recognize any change two working days following the day the Company receives written notification of the change.

- 3.4(b) The Chairperson of the Shop Committee shall be on a full time basis for the purpose of administering the Agreement in cooperation with the Committee members. The Chairperson shall be allowed free access to and from the Company's operations in the performance of duties. The Chairperson shall first notify the Area Manager or designate before preceding into the area. The Chairperson will be provided with an office and office facilities including desk, chair, telephone and filing cabinet.
- 3.4(c) The Chairperson of the Shop Committee shall receive the rate of pay equal to the highest rate of pay in their job classification and will be paid the equivalent of forty (40) hours per week at straight time and shall be given the opportunity to work overtime in their applicable overtime group in their classification.
- 3.4(d) All full time Union representatives, including; chairperson, shop committee, and Health and Safety rep will remain in their current classification while acting for the Union. They will not be eligible for job promotions or reclassifications. This does not prevent the above named positions from taking off-hours training opportunities.

#### Section 3.5 Departure from Work Assignment by Shop Committee Person to Investigate Complaints or Claim of Grievance

Each Shop Committee Person shall notify and obtain permission from their supervisor before leaving their work assignment for the purpose of investigating complaints or claims of grievance on the part of employees or the Union or contacting the Local Representative in regard to such claim or grievance. Such permission shall be granted except where there is a substantial reason for delaying the contact or the investigation due to the safety conditions or the fact that a critical operation is in process. The supervisor may be present during any discussion relating to any complaint or grievance. However, upon the request of an employee or the Committee Person, the supervisor shall authorize the Committee Person to participate in a private discussion with an employee or Local Representative, relating to a complaint or grievance. Discussions of the type described in this Section 3.5 shall be conducted without requiring the employee or the Committee Person to clock out provided the discussion does not exceed the time that the supervisor considers reasonable under the circumstances.

#### Section 3.6 Departure from Work for Union Business

Officers of Local 2169, Unifor and members of the Shop Committee may be excused from work without pay for Union business if the request is made at least 24 hours in advance by the President or designate or Plant Chairperson of the Local Union to the Human Resources Site Leader or their designee. Such absences shall be granted.

Employees who are not officers of Local 2169, Unifor or members of the Shop Committee may be excused from work without pay for Union Business, excluding training, if the request is made in writing, by the President or designate of the Local Union to the employee's Manager. Such requests must be made within three (3) working days of the employee becoming aware of the Union Business. Should the employee become aware less than three (3) working days prior, such requests must be made immediately. Such absences shall be granted by the Company if operationally feasible.

#### Section 3.7 Surplus of Members of Shop Committee

An employee while serving as a member of the Shop Committee, in accordance with the provisions of Section 3.4, shall not be surplus, transferred or loaned from their job classification, or the area they are assigned to represent as long as other employees remain in

their job classification and in the area and on the shift for which they are designated to be the Union Representative. If the employee is not eligible to remain in their job classification, they will be reclassified and assigned work they are qualified to perform.

Members of the Shop Committee (except for one), the President and the Financial Secretary of the Local shall work on the first shift. One Shop Committee member shall work a shift that will provide adequate coverage for the second and third shift. The provisions shall apply only for the period of term of office.

### Section 3.8 Union Elections

Election of Union officers and members of the Shop Committee may be held on Company premises but not during Company paid time. The President of the Local, the Local Union Election Committee and the Human Resources Site Leader shall meet and mutually agree to the location of the polling stations and procedures prior to any such elections.

### Section 3.9 Communication Boards

The Company agrees to the installation of enclosed and locked bulletin boards and up to two (2) audio visual boards for the use of the Union within areas agreed to by the Company and the Union for the purposes of notifying employees of matters pertaining to Union business. Only matters signed by the President of the Local or their designate and approved by the Company may be posted on the Union boards. The Union will cover the associated costs of purchase and installation of additional audio visual boards.

### Section 3.10 Bargaining Unit Employee Orientation

The Union will be provided a maximum of forty-five minutes during the normal Company new employee orientation to present information concerning Union membership, Union national and local organization and rights and responsibilities under the Collective Agreement. The presentation contents, format, designated representative who will make presentation and any need for visual aid equipment will be discussed between the parties prior to implementation.

## ARTICLE 4

### SENIORITY

#### Section 4.1 Establishment of Seniority

The Seniority of each employee within the bargaining unit defined in Article 1 of this Agreement shall be established as follows:

- 4.1(a) The seniority date of each employee within the bargaining unit shall be in accordance with that carried on the Company's seniority records.
- 4.1(b) New and rehired employees shall be considered as probationary employees for the first 90 working days of employment with the Company. A probationary employee shall not have any rights under the seniority provisions of this Agreement and their employment may be terminated by the Company without review under the grievance procedure. Upon completion of the probationary periods as described above, the employee shall establish seniority, and their seniority shall date back to date of hire. Employees granted leave during the probationary period shall, if returned to active employment within one hundred and twenty days from commencement of leave, be given credit for such time previously served. Employees laid off during the probationary period shall, if returned to active employment within six months from date of hire, be given credit for such time previously served.

The Company and Union will meet approximately midway through the probationary period to discuss any of the Company's concerns.

#### Section 4.2 Loss of Seniority Rights

An individual shall lose seniority rights and employment will cease for the following reasons:

1. If the employee quits.
2. If the employee is discharged for just cause and such discharge is not reversed through the grievance procedure.
3. Failure to report for five (5) working days without an acceptable excuse to the Company.
4. Failure to return on or before the expiration date of their leave of absence without an acceptable excuse to the Company.
5. Acceptance of other employment for pay while on leave of absence unless expressly permitted by leave of absence.
6. Failure to respond within six (6) working days when initially notified for recall by the Company unless such period is extended by the Company and without an acceptable excuse to the Company for such failure to report. Notification shall be by registered mail, or courier service which shall be sent to the employee's last address as shown by Company records. Where courier is used, the notice must be signed as received or a registered notice for pickup shall be left at the employee's last known address. If a registered notice cannot be left, the courier shall phone the employee at their last known phone number. If the notice has not been picked up within three (3) working days it shall be returned to the Company and the Union shall be notified of such.

7. Failure to report to work within six (6) working days after acceptance of recall, or on such later date as may be designated by the Company and without an acceptable excuse to the Company for such failure to report.
8. The Company agrees that employees have the right to refuse recall without loss of seniority if the period of recall will be for a period of thirty (30) days or less.
9. Layoff for a period of five years regardless of seniority.
10. Current non-bargaining unit employees who have bargaining unit seniority rights eighteen (18) months following the date of ratification of this agreement.
11. Transfer of bargaining unit employees to non-bargaining unit positions after a cumulative period of eighteen (18) months following the date of ratification of the Collective Agreement.

#### Section 4.3 Accumulation of Seniority

In the following cases, seniority shall accumulate to employees:

- 4.3(a) Employees who are on the active payroll of the Company and in the bargaining unit defined in Article 1 of this Agreement.
- 4.3(b) Employees who are currently in a position outside the bargaining unit provided they have at some previous time been classified in a job classification in the bargaining unit shall retain and continue to accumulate seniority while they remain in such position for a period of eighteen (18) months following the date of ratification of the Collective Agreement. At that time those individuals will lose their seniority and all other rights under the Collective Agreement.
- 4.3(c) Employees who are promoted or transferred to positions outside the bargaining unit, following the date of ratification of this Collective Agreement, provided they have been promoted or transferred from the bargaining unit shall retain and continue to accumulate seniority while in such positions for a cumulative period of eighteen (18) months upon ratification of the Collective Agreement. At that time those individuals will lose their seniority and all other rights under the Collective Agreement.
- 4.3(d) Time spent on authorized leave of absence granted for maternity, parental, military, compassionate leave, family caregiver benefit for adults, family caregiver benefit for children which an employee has previously had approved under the federally legislated program including any subsequent extension(s) of such leave approved by the Company, or periods of non-industrial injury or illness.
- 4.3(e) Time spent on authorized leave of absence for Union business.
- 4.3(f) The first sixty days of any other authorized leave of absence.
- 4.3(g) Time off on layoff for a period of five years regardless of seniority.
- 4.3(h) Time lost by reason of industrial injury or industrial illness.

#### Section 4.4 Transfers To and From the Bargaining Unit

- 4.4(a) The Company may promote employees from the bargaining unit to positions outside the bargaining unit. Employees may, if they elect, accept offers to transfer to salaried positions outside the bargaining unit. The seniority of an individual transferring to the bargaining unit will be determined by the following provisions:
- 4.4(a)(1) Employees having no previous seniority accumulation within the bargaining unit shall have as their seniority date the effective date of transfer into the bargaining unit after completion of the probationary period.
- 4.4(a)(2) Current employees who have transferred to salaried positions from positions within the bargaining unit shall retain their bargaining unit seniority and shall continue to accumulate additional seniority while they remain in such positions for a cumulative period of eighteen (18) months from the date of ratification of the Collective Agreement. At that time those individuals will lose their seniority and all other rights under the Collective Agreement.
- 4.4(a)(3) Employees transferring to a salaried positions from positions within the bargaining unit following the date of ratification of the Collective Agreement shall retain their bargaining unit seniority and shall continue to accumulate additional seniority while they remain in such positions for a cumulative period of eighteen (18) months. At that time those individuals will lose their seniority and all other rights under the Collective Agreement.
- 4.4(a)(4) The Company may at any time transfer or return employees who are accumulating seniority in accordance with Section 4.3(b) and 4.3(c) from salaried positions outside the bargaining unit to the job classification in the bargaining unit held immediately prior to their transfer out of the bargaining unit provided their bargaining unit seniority permits. If their seniority does not permit the provisions outlined in Section 13.4(a) will be applicable.
- 4.4(a)(5) Employees may also be returned from salaried positions outside the bargaining unit to the job classification in the bargaining unit held immediately prior to their transfer out of the bargaining unit provided their bargaining unit seniority permits. If their seniority does not permit the provisions outlined in Section 13.4(a) will be applicable. With the exception of employees hired through a term bargaining unit posting, no employee will be displaced from their work centre, or classification because of an employee returning from a temporary non-bargaining unit position.

#### Section 4.5 Seniority List

The Company shall keep a seniority list. This seniority list shall be revised and made available to the Union on a monthly basis. The seniority list shall contain each employee's name, job classification, seniority date and current hourly wage rate.

As of August 20, 1996, the current order of the seniority list shall remain as is. All employees hired on the same date subsequent to August 20, 1996 shall have their order on the seniority list determined by the reversed and ascending order of the last three digits of their social insurance number. When an employee loses seniority, and drops from the alphabetical sort to the social insurance number sort, the social insurance number sort will be the determining method.

The Boeing Company and the UNIFOR, Local 2169 hereby mutually agree that employees having identical seniority dates, and who are hired after the forthcoming implementation of a new Payroll and HR Management System (Workday) by The Boeing Company, will use the employees' Boeing Electronic Messaging Service Identifiers (BEMS IDs) as the tie-breaker; with lower BEMS IDs having seniority. Upon implementation of the new Payroll and HR Management System (Workday) by The Boeing Company, the language in Section 4.5 Seniority Lists of the collective bargaining agreement will continue to apply to all pre-existing members of the bargaining unit.

The Company shall also supply the Union on a monthly basis a list of employees who acquire seniority, employees transferred into or out of the Bargaining Unit and employees who have been laid off or recalled from layoff. The Union shall also be supplied on a weekly basis a list of employees on leave of absence, employees on Sickness & Accident and Compensation, employees who have lost seniority and employees who have been discharged.

#### Section 4.6 Placement of Employees with Medical Restrictions

An employee who has medical restrictions as a result of an injury or disease while in the employ of the Company may be employed in other work which they can do without regard to any seniority provisions of this Agreement, provided no employee is surplus or laid off as a result of such placement.



## ARTICLE 5

### WORKWEEK, HOURS OF WORK, SHIFTS

#### Section 5.1 Workweek

The normal work schedule shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) days of rest (Saturday and Sunday). Nothing in this Agreement shall be considered a guarantee of work or of hours of work per day or per week. The work week shall commence at 11:00 p.m. on Sunday.

#### Section 5.2 Shifts, Lunch Periods and Rest Periods

Each employee shall be assigned to a shift with designated times of beginning and ending. The day shift and evening shift shall be an eight hour and thirty minute period which shall include a thirty minute unpaid lunch period. The midnight shift shall be an eight hour period which shall include a thirty minute paid lunch period. Each employee shall be given a fifteen minute rest period in each half of the shift which they are assigned. The time of starting each such rest period will be designated by the Company.

The hours of work presently in effect are as follows:

Day Shift	- 06:30 - 15:00 - 07:00 - 15:30
Evening Shift	- 15:00 - 23:30 - 15:30 - midnight
Midnight Shift	- 23:00 - 07:00

The Company may unilaterally make changes in the starting and stopping time of the shifts noted above. The Company agrees to discuss with the Union any contemplated change in hours prior to implementing the change.

The Company shall have rotating shifts and agrees to give the employee as much notice as possible before such assignment is made. Changes in shift assignments shall be made on the first day of the new work week whenever practicable. The Company will work with the Union in an attempt to resolve shift change notification problems

Notwithstanding the above, the Company will assign new hires or rehires to a rotating shift or a straight second or third shift unless operational requirements dictate otherwise as determined by the Company.

#### Section 5.3 4x10 Work Week

The Company may, upon advance notification to the Union and to affected employees, schedule employees to work four (4) consecutive shifts of ten (10) hours within the period Monday through Friday. If a 4x10 workweek is implemented on the third shift, those shifts will be within the period Monday through Thursday.

In the event the Company institutes a 4x10 work schedule, 4x10 shifts will be staffed by the assignment of volunteers, and the following shall apply:

### 5.3 (a) Shifts and Lunch Periods

Section 5.2 of the agreement will apply except that all shifts shall be the number of 4x10 work schedule hours plus 30 minutes (i.e., a ten hour and 30 minute period) for first shift and second shift. The third shift shall be a ten hour period which shall include a 30 minute paid lunch period. Each employee will be given a twenty minute rest period in each half of the shift to which they are assigned. The Company may assign an individual employee or groups of employees to any shift starting times, as necessary to meet operational requirements.

### 5.3 (b) Base Rate and Shift Differential

Article 6 of the agreement will apply except that the number of 4x10 work schedule hours (i.e., ten) will be substituted for eight hours. Commencing 11:00pm, June 19, 2011, shift differential of \$1.00 per hour will be paid to all employees on a regularly scheduled shift that commences between 1:00pm and 3:00am.

### 5.3 (c) Overtime

Section 6.4 of the agreement will apply except that:

5.3(c)(1) Hours worked by an employee for their scheduled shift hours shall be compensated at the straight time rate.

5.3(c)(2) Hours worked by an employee in excess of their scheduled shift within a twenty-four hour period shall be compensated at one (1) and one-half times the employee's base rate.

### 5.3 (d) Unworked Holidays

Article 7 of the agreement will apply except that when a plant holiday as specified in Article 7 occurs on a scheduled work day, an employee working on a 4x10 work schedule will be placed on an alternate shift assignment for the week and will not report to work on the plant holiday, and will work three ten-hour shifts, for a total of forty compensated hours for the week.

### 5.3 (e) Vacation

When a day of vacation is taken, an employee working a 4x10 work schedule will receive the number of hours of pay for the vacation day equal to the number of regularly scheduled hours on the employee's shift for that day.

### 5.3 (f) Sick/Personal Leave

Article 15 of this agreement will apply except when a day of sick/personal leave is taken, an employee working a 4x10 work schedule will receive the number of hours of pay for the sick/personal day equal to the number of regularly scheduled hours on the employee's shift for that day to a maximum of 40 hours per annum.

Except as expressly provided in this section, all provisions of the agreement will apply in the event the Company elects to institute 4x10 work schedules.

ARTICLE 6

RATES OF PAY

The parties agree to amend Section 6 as follows:

- 6.1(a) All bargaining unit employees actively at work as of June 17, 2018 and those on an authorized leave of absence as of June 17, 2018 and who return on or before June 16, 2019 shall receive a one-time lump sum production bonus of \$10,000.00 less the required minimum statutory deductions. The lump sum payment will be paid to employees actively at work within thirty (30) days of the effective date of this Agreement. Employees on authorized leave of absence referred to above will be paid within thirty (30) days of their return from leave.

Effective June 18, 2018 the base rate for employees shall be increased one dollar nine cents (\$1.09) Cost of Living Adjustment and then by the application of 2.0 percent.

The base rate ranges effective during the period June 18, 2018 through June 16, 2019 shall be as follows:

Labour Grade	Base Rate Minimum	Base Rate Maximum
11	\$28.84	\$43.18
10	\$27.66	\$40.80
9	\$26.69	\$38.88
8	\$25.83	\$37.25
7	\$24.93	\$35.92
6	\$24.27	\$34.97
5	\$23.57	\$34.23
4	\$22.96	\$33.46
3	\$22.40	\$32.68
2	\$21.91	\$31.92
1	\$21.46	\$31.22

Effective June 17, 2019 the base rate for employees shall be increased 1.5 percent; to the extent permitted by the labour grade maximums.

The base rate ranges effective during the period June 17, 2019 through June 14, 2020 shall be as follows:

Labour Grade	Base Rate Minimum	Base Rate Maximum
11	\$29.27	\$43.83
10	\$28.07	\$41.41
9	\$27.09	\$39.46
8	\$26.22	\$37.81
7	\$25.30	\$36.46
6	\$24.63	\$35.49
5	\$23.92	\$34.74
4	\$23.30	\$33.96
3	\$22.74	\$33.17
2	\$22.24	\$32.40
1	\$21.78	\$31.69

Effective June 15, 2020 the base rate for employees shall be increased 2.0 percent; to the extent permitted by the labour grade maximums.

The base rate ranges effective during the period June 15, 2020 through June 20, 2021 shall be as follows:

Labour Grade	Base Rate Minimum	Base Rate Maximum
11	\$29.86	\$44.71
10	\$28.63	\$42.24
9	\$27.63	\$40.25
8	\$26.74	\$38.57
7	\$25.81	\$37.19
6	\$25.12	\$36.20
5	\$24.40	\$35.43
4	\$23.77	\$34.64
3	\$23.19	\$33.83
2	\$22.68	\$33.05
1	\$22.22	\$32.32

Effective June 21, 2021 the base rate for employees shall be increased 1.5 percent; to the extent permitted by the labour grade maximums.

The base rate ranges effective during the period June 21, 2021 through June 19, 2022 shall be as follows:

Labour Grade	Base Rate Minimum	Base Rate Maximum
11	\$30.31	\$45.38
10	\$29.06	\$42.87
9	\$28.04	\$40.85
8	\$27.14	\$39.15
7	\$26.20	\$37.75
6	\$25.50	\$36.74
5	\$24.77	\$35.96
4	\$24.13	\$35.16
3	\$23.54	\$34.34
2	\$23.02	\$33.55
1	\$22.55	\$32.80

Effective June 20, 2022 the base rate for employees shall be increased 2.0 percent; to the extent permitted by the labour grade maximums.

The base rate ranges effective during the period June 20, 2022 through June 15, 2023 shall be as follows:

Labour Grade	Base Rate Minimum	Base Rate Maximum
11	\$30.92	\$46.29
10	\$29.64	\$43.73
9	\$28.60	\$41.67
8	\$27.68	\$39.93
7	\$26.72	\$38.51
6	\$26.01	\$37.47
5	\$25.27	\$36.68
4	\$24.61	\$35.86
3	\$24.01	\$35.03
2	\$23.48	\$34.22
1	\$23.00	\$33.46

#### Section 6.1(b) Upgrades and Downgrades

An employee either permanently assigned or temporarily assigned for more than one day to a higher graded job classification will receive, coincident with the effective date of the assignment, a base rate increase of 35 cents per hour for each labour grade increase or to the minimum of the new labour grade whichever is the greater.

An employee permanently assigned to a lower graded job classification will receive, coincident with the effective date of the assignment, a base rate reduction of 35 cents per hour for each labour grade reduction or to the maximum of the new labour grade whichever is the lesser. An employee assigned to a lower graded job classification for reasons of medical disability will retain their base rate for a period of eighteen (18) months. If the employee recovers from the condition causing the disability within this eighteen (18) month period, they will be returned to their previously held classification upon such recovery. The medical assignment will become a permanent reassignment after eighteen (18) months with the appropriate rate reduction. The Company will maintain records of such medical assignments and will provide the information to the Union upon request. Thirty (30) days prior to the eighteen (18) month period expiring, the Company and the Union will meet to discuss the permanent reassignment.

An employee who is receiving the maximum base rate for their job classification at the time they are permanently assigned to a lower graded job classification will, if returned to the formerly held higher graded job classification during the life of this Agreement, be paid the maximum base rate applicable to that job classification.

6.1(c) Commencing 11:00pm, June 19, 2011, shift differential of \$1.00 per hour will be paid to all employees on a regularly scheduled shift that commences between 1:00pm and 3:00am.

6.1(d) Employees who receive shift premium who have completed their probationary period and orientation and are requested by the Company to work a temporary day shift for training purposes will maintain their shift premium for a maximum of thirty (30) consecutive work days.

#### 6.1(e) Lead Hand/Team Lead

The Company shall have the unrestricted right to assign any employee as a Team Lead or Lead Hand; and such Team Lead or Lead Hand shall be required to perform as directed any or all duties indicated in the Team Lead or Lead Hand Definition as applicable. The decision to create a Team Lead or Lead Hand position and the appointment of an employee to the Team Lead or Lead Hand position shall be at the sole discretion of the Company, and such rights shall not be subject to grievance.

An employee assigned in writing by the Company as a Lead Hand shall be paid a premium equal to one dollar (\$1.00) above their own current base rate. An employee assigned in writing by the Company as a Team Lead shall be paid a premium equal to two dollars (\$2.00) per hour above their own current base rate. The Company shall have the sole right to define work centres/area and the highest classification in each work centre/area, as operating circumstances change, and shall post the Team Lead/Lead Hand rate as of the first day of each quarter (January, April, July and October). The Team Lead/Lead Hand rate shall not change during any quarter. The Company shall also provide the Union with a monthly list by work centre indicating assigned team leads and lead hands, employees led and applicable classifications.

#### 6.2 Pay Days

Pay days for employees under this Agreement on all shifts shall be Thursday of every second week at which time they will be paid through Sunday of the preceding week, except when circumstances beyond the Company's control make such practice impossible.

#### 6.3 Report Time/Call-In Time

An employee who reports for work in accordance with instructions shall receive a minimum of four hours pay at their applicable straight time hourly rate for that day. An employee who is called back to the plant for emergency work after having completed the scheduled shift and after leaving the plant property shall be paid at the applicable overtime rate for all hours continuously worked or shall receive four hours pay at their applicable straight time hourly rate, whichever is greater, and shall apply to each separate instance of call-in. As determined by the Company, whenever practicable, attempts will be made to use the weekend overtime lists to distribute call-ins. Report time or call-in time will not apply in case of emergency shutdown arising out of any conditions beyond the Company's control. An employee who leaves work of their own volition, or because of incapacity, or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during the day.



## Section 6.4 Overtime

- 6.4(a) The Company will meet its overtime requirements on a voluntary basis. Overtime work shall be distributed equally among willing employees who normally perform the work within the affected group and shift.

Lists will be generated for each work group. Such lists will include all non-probationary employees within the affected group and shift. The lists will be produced in seniority order each year on the first Monday following July 11th.

When overtime is authorized by the Company, employees will be given the opportunity to work overtime until the number of employees necessary to perform the overtime work is satisfied. Ensuing overtime requirements will be handled by beginning the process of offering overtime to the individual who had not had opportunity in the previous overtime distribution in line with their seniority. Overtime records including call-in hours worked pursuant to Article 6.3 will be maintained on a weekly basis. Call-in hours worked less than one hour shall be recorded as one hour worked.

Probationary employees will not be considered for overtime assignment unless the overtime requirements cannot be accommodated from among the employees who perform work in the job classification, then the probationary employee is considered by management to be eligible.

The overtime opportunity lists will be made available to affected employees or the Union upon request.

- 6.4(b) For time worked for the first eight hours compensation shall be straight time rates. Overtime may be worked prior to the normal scheduled start time as determined by the Company but the first 8 hours of work will be paid at straight time.

Where the overtime requirement is prior to the shift both the Company and the employee will be held to the offered hours except for employees in the case where overtime canvassing is all up.

- 6.4(c) For time worked in excess of eight hours within a twenty-four hour period, an employee shall be paid one and one-half times their base rate.

- 6.4(d) For all time worked by an employee in excess of forty hours in their normal work week shall be paid at one and one-half times their base rate.

- 6.4(e) For all time worked in excess of forty-eight hours in their normal work week by an employee shall be paid at double their base rate.

- 6.4(f) All compensated hours in an employee's work week will be considered as time worked.

- 6.4(g) When overtime of two (2) hours or more is required after a regular shift, a fifteen (15) minute paid rest period shall be granted at the end of the regular shift. If the overtime exceeds two (2) hours, a paid rest period of fifteen (15) minutes will be granted after two (2) hours of overtime.

Section 6.5 Wage Payment Basis

Employees shall be paid for time worked computed to the nearest one-tenth hour.

Section 6.6 Job Classification

A listing of job classifications is set forth in Appendix A and shall be considered a part of the contract.

Section 6.7 Employee Injury

Employees who are injured on Company property and who are sent home on the day of injury by the Medical Section, shall receive pay for the balance of their scheduled shift on that day at their regular base hourly rate, including shift premium if any, but less any overtime allowances they would have otherwise earned had they worked.

Section 6.8 Cost of Living Adjustment

6.8(a) Employees covered by this Agreement shall receive Cost of Living Adjustments to the extent such adjustments become effective under and in accordance with all of the terms, conditions and limitations stated in this Section 6.8.

6.8(b) Determination of Cost of Living Adjustments.

6.8(b)(1) Determination of the potential Cost of Living Adjustment shall be made in reference to the Consumer Price Index published by Statistics Canada with the following base period: 2002 = 100, such index being referred to herein as the Index.

6.8(b)(2) During the life of this Agreement a Cost of Living Adjustment shall be computed by using (1) the three-month average of the Index for March 2018, April 2018 and May 2018 as the base and (2) the formula one cent = .061 point change in the appropriate three-month average of the Index, as shown in the table below:

Effective Adjustment Dates

Potential Adjustments Effective on the First Monday of:	Based Upon The Average of the Three Month Consumer Price Indexes for:
October 2018	June, July, August 2018
January 2019	September, October, November 2018
April 2019	December 2018, January, February 2019
July 2019	March, April, May 2019
October 2019	June, July, August 2019
January 2020	September, October, November 2019
April 2020	December 2019, January, February 2020
July 2020	March, April, May 2020
October 2020	June, July, August 2020
January 2021	September, October, November 2020
April 2021	December 2020, January, February 2021

July 2021	March, April, May 2021
October 2021	June, July, August 2021
January 2022	September, October, November 2021
April 2022	December 2021, January, February 2022
July 2022	March, April, May 2022
October 2022	June, July, August 2022
January 2023	September, October, November 2022
April 2023	December 2022, January, February 2023
July 2023	March, April, May 2023
October 2023	June, July, August 2023
January 2024	September, October, November 2023
April 2024	December 2023, January, February 2024

- 6.8(b)(3) Any quarterly Cost of Living Adjustment shall be added to or subtracted from any quarterly Cost of Living Adjustment already paid during the life of this Agreement.
- 6.8(b)(4) If the Index is revised or discontinued, the parties shall attempt to determine an appropriate Index figure by agreement and, if agreement is not reached, the parties shall request Statistics Canada to make available an Index in its present form for the appropriate date or dates and calculated on a comparable basis.
- 6.8(c) Cost of Living Adjustments shall not be added to or subtracted from any employee's base rate. Any Cost of Living Adjustment payable during the life of this Agreement shall be added only to each employee's straight time hourly earnings. The applicable Cost of Living Adjustment shall be included in the calculation of all overtime, vacation, holiday, sick/personal leave, and report time payments.

ARTICLE 7  
PAID PLANT HOLIDAYS

Section 7.1 Dates on Which Observed

The following holidays shall be observed by the Company for the purposes set forth in this Article 7.

	<b>2018/2019</b>	<b>2019/2020</b>	<b>2020/2021</b>	<b>2021/2022</b>	<b>2022/2023</b>
Canada Day	July 2 (M)	July 1 (M)	July 1 (W)	July 1 (Th)	July 1 (F)
Civic Holiday	August 6 (M)	August 5 (M)	August 3 (M)	August 2 (M)	August 1 (M)
Labour Day	September 3 (M)	September 2 (M)	September 7 (M)	September 6 (M)	September 5 (M)
Thanksgiving Day	October 8 (M)	October 14 (M)	October 12 (M)	October 11 (M)	October 10 (M)
Remembrance Day		November 11 (M)	November 11 (W)	November 11 (Th)	November 11 (F)
Winter Holiday	December 24 (M)	December 25 (W)	December 25 (F)	December 27 (M)	December 26 (M)
Winter Holiday	December 25 (T)	December 26 (Th)	December 28 (M)	December 28 (T)	December 27 (T)
Winter Holiday	December 26 (W)	December 27 (F)	December 29 (T)	December 29 (W)	December 28 (W)
Winter Holiday	December 27 (Th)	December 30 (M)	December 30 (W)	December 30 (Th)	December 29 (Th)
Winter Holiday	December 28 (F)	December 31 (T)	December 31 (Th)	December 31 (F)	December 30 (F)
	December 31 (M)				
New Year's Day	January 1 (T)	January 1 (W)	January 1 (F)	January 3 (M)	January 2 (M)
Louis Riel Day	February 18 (M)	February 17 (M)	February 15 (M)	February 21 (M)	February 20 (M)
Good Friday	April 19 (F)	April 10 (F)	April 2 (F)	April 15 (F)	April 7 (F)
Victoria Day	May 20 (M)	May 18 (M)	May 24 (M)	May 23 (M)	May 22 (M)

### Section 7.2 Worked Holidays

If an employee is required to work on a general holiday and does so work they shall be paid for such work at the rate of two times their regular rate and in addition they shall be paid an amount equal to the wages they would have earned on that day had that day not been a holiday.

### Section 7.3 Unworked Holidays

Where a general holiday falls on an employee's regularly scheduled work day but they are not required to work that day, they shall be paid for that holiday in accordance with the following:

- 7.3(a) Subject to Section 7.3(b) an amount equal to the wages the employee would have earned on that day had that day not been a holiday.
- 7.3(b) An employee shall not be entitled to pay for any of the general holidays on which the employee has not worked where the employee has absented themselves from work without the Company's consent either on the regular working day immediately preceding or following the general holiday except where absence is by reason of established illness and such absence has not been for more than thirty days and was not the result of an industrial accident.

## ARTICLE 8

### VACATION AND VACATION PAY

#### Section 8.1 Eligibility

All full time employees on the active payroll of the Company shall be entitled to vacation credits in accordance with the following schedule:

<u>Years of Service</u>	<u>Length of Vacation</u>
1 - 4	80 Hours
5 - 9	128 Hours
10 - 24	168 Hours
25 or more	176 Hours

Seniority, as defined in Article 4, shall be used in this Article in place of years of service if an employee's seniority is greater than their years of service.

#### Section 8.2 Vacation Allowance on Termination of Employment

Employees whose active service is interrupted prior to their eligibility date of their vacation earning year shall receive pro rata vacation pay for each month of continuous active service completed during the vacation earning year in which active service is interrupted.

#### Section 8.3 Computing Vacation with Pay

- 8.3(a) The vacation earning year shall be from June 1 of each year to May 31 of the subsequent year. An employee's eligibility date shall be May 31 of each year. No later than January 1, 2009 vacation shall be earned and may be taken on a monthly basis. However, an employee will be required to retain sufficient vacation credits to cover up to a two (2) week plant shutdown period in accordance with section 8.4.
- 8.3(b) Credit toward vacation with pay and/or pro rata vacation pay will be allowed for a month in which active service (hire, rehire or recall from layoff status) begins on or before the 16th day and for a month in which the active service is interrupted by termination, retirement or layoff on or after the 15th day.
- 8.3(c) Continuous absence of sixty (60) calendar days or more for any reason will be deducted when vacation allowance is calculated. However, absence for maternity leave or parental leave will not be deducted. Absence for occupational disability will not be deducted during the twelve month period following the occurrence of the occupational disability. A work period of six (6) continuous months following an absence for occupational disability will establish a new twelve (12) month period for a subsequent absence for the same occupational disability.

#### Section 8.4 Vacation Scheduling

Vacation periods shall be determined and scheduled by the Company. If vacations are staggered, the Company will, wherever practicable, give consideration to the seniority of an employee in the designation of the time for their vacation.

A period of temporary shutdown, normally in July or August, of at least one (1) week may be designated as a vacation period.

#### Section 8.5 Vacation Pay

Vacation pay shall be computed at the employee's base rate plus shift differential where applicable, in effect at the time vacation is taken.

#### Section 8.6 Holidays During Vacation Period

Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday as such.

#### Section 8.7 Unused Vacation Credit

- 8.7(a) It is the intent of the parties that employees shall be required to use vacation credits as vacation. However, where an employee does not use all or part of their vacation with pay during the year between vacation eligibility dates, the employee shall receive pay in lieu of any remaining unused vacation credits after reaching their next eligibility date.
- 8.7(b) Employees may request to receive payment for unused vacation earned at May 31<sup>st</sup> by notifying the Company in writing or vacation credits shall be carried over automatically. Vacation credits carried over must be used during the following June 1<sup>st</sup> to May 31<sup>st</sup> of the eligibility year. Pay in lieu of vacation credits carried over will not be allowed until the end of the eligibility year.
- 8.7(c) All payments in lieu of vacations shall be made at the employee's rate in effect on the current vacation eligibility date.

## ARTICLE 9

### LEAVES OF ABSENCE

#### Section 9.1 Authorized Leaves of Absence

An employee, upon written request and for proper cause, may be granted at the sole discretion of the Company, a leave of absence without pay. An employee must use all vacation credits prior to the Company granting a Leave of Absence. The only exceptions apply to leaves of absence for Military and Compassionate leave as defined by Federal legislation.

#### Section 9.2 Unauthorized Leave of Absence

An employee shall not be absent without first obtaining permission from their manager except in cases of emergency, sickness or other causes beyond the control of the employee, in which instances Security shall be notified or notification shall be made through the call in line, in the event the Company puts such in place. Notification shall be provided prior to the start of the employee's scheduled shift. This includes regular and overtime shifts. Upon notification, employees who have not indicated a return to work date, must continue to call security or the call in line each and every subsequent day of absence until their return to work date is known.

#### Section 9.3 Union Officials and Political Offices

9.3(a) Any employee elected or appointed to any full time position with the Union shall be granted a leave of absence, without pay, if requested in writing from the Company, for the duration of such appointment; and shall return to work at the end of such leave of absence. The individual will notify the Company every two years that their appointment to a full time Union position is still in effect.

9.3(b) Any employee with seniority elected or appointed to a full time Federal, Provincial, or Municipal public office may make written application for a leave of absence for the period of their first term of active service in such public office. If such leave of absence is granted, additional leaves of absence for service in such office may be granted at the option of Management upon written application by the employee.

Any employee granted such leave of absence shall be entitled to reinstatement to such work as they may be entitled on the basis of the seniority provisions of this Agreement. Failure to return to work on their next regular shift upon termination of the leave of absence will result in termination, unless permission is obtained for extension of the time for the employee to report to work.

#### Section 9.4 Illness or Disability

Employees who are unavoidably absent because of illness or disability shall be granted leave, provided they notify Security or phone the call in line in accordance with article 9.2. Employees who have not indicated a return to work date, must continue to call Security or the call in line each and every subsequent day of absence until their return to work date is known.

When absent for five (5) consecutive working days or less an employee may be required to furnish proof of illness or disability upon return to work when requested by the Company. When absent for more than five (5) consecutive working days an employee may be required to furnish proof of illness or disability on the date required by the Company.



### Section 9.5 Termination of Leave

An employee who returns from leave of absence on or before the expiration date of the leave will be reinstated in accordance with the following:

- 9.5(a) If leave was due to injury or illness, the employee will be returned to the job classification which was last held if the employee is medically able to perform it and it does not conflict with Article 13.
- 9.5(b) Any employee who, upon return from leave due to injury or other medical disability, is unable to return to their former job classification may be placed on a job within their capabilities without regard to any seniority provision of this Agreement, provided the recall procedure will not be circumvented.
- 9.5(c) If leave is three (3) months or less and was granted for any reason other than those stated in 9.5(a) above, the employee will be returned to the job classification which they held. If leave is over three (3) months and was granted for any reason other than those stated in 9.5(a) above, the employee will be returned to the job classification which they held providing there is an opening in such job classification and their placement in such opening is not inconsistent with Article 13, otherwise, they may be placed on layoff.
- 9.5(d) Any employee requesting a leave of absence for more than three (3) months for military service, compassionate leave (in accordance with legislative requirements) will be reinstated into their classification providing their placement in such opening is not inconsistent with Article 13, otherwise, they may be placed on layoff.

### Section 9.6 Maternity/Parental Leave

- 9.6(a) In the event that an employee who has completed seven (7) consecutive months of employment with the Company, advises the Company's Human Resources Department in writing that she is pregnant and wishes to have a leave of absence, the Company shall grant her a maternity leave of absence without pay consisting of:
  - (i) A period, not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in subparagraph (b) of Section 9.6; or
  - (ii) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in subparagraph (b) of Section 9.6 and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

The employee's written request for a maternity leave of absence must be made at least four (4) weeks prior to the day on which she intends to commence such a leave if reasonably possible.

  - (iii) An employee who takes maternity and parental leave as provided for in Section 9.6 shall take them in one continuous period, unless the employee and Company otherwise agree.

- 9.6(b) At the time of advising the Company of her pregnancy an employee must provide the Human Resources Department with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 9.6(c) Maternity leave granted to a female employee under subparagraph (a) of paragraph 9.6 shall commence no earlier than seventeen (17) weeks preceding the date specified in the certificate mentioned in subparagraph (b) of Section 9.6 and shall terminate no later than seventeen (17) weeks following the actual date of delivery.
- 9.6(d) The Company may require a pregnant employee to commence a maternity leave of absence without pay at such time as she cannot, in the Company Physician's opinion, perform the normal duties of her job. If there is a difference of Medical opinion the Company will solicit the opinion of a third Physician.
- 9.6(e) The Company may require an employee prior to returning to work from a maternity leave of absence, to present the Company with the written opinion of a qualified medical practitioner that she is able to perform the normal duties of her job.
- 9.6(f) An employee who adopts a child under the laws of the province or becomes the natural parent of a child is entitled to parental leave to a maximum of sixty-one (61) continuous weeks in the event that:
- (i) The employee has completed seven (7) consecutive months of employment with the Company.
  - (ii) The employee's written request for a parental leave of absence must be made at least four (4) weeks prior to the day on which they intend to commence such a leave if reasonably possible.
  - (iii) An employee who takes maternity and parental leave as provided for in Section 9.6 shall take them in one continuous period, unless the employee and Company otherwise agree.
- 9.6(g) Parental leave must commence within seventy-eight (78) weeks of the date on which the child is born or adopted or comes into the care and custody of the employee.
- 9.6(h) An employee whose maternity leave has expired may request an extension and the Company will give consideration to such request.
- 9.6(i) Pregnant employees not otherwise eligible for maternity leave under the terms of 9.6(a) of the Collective Agreement will be offered personal leave. Employees granted such leave will continue to accrue seniority for the duration of such leave not to exceed seventeen (17) weeks unless extended by the Company. On termination of leave, the employee will be returned to the job classification last held if seniority permits.

### 9.7 Bereavement Leave

Up to four (4) working days bereavement leave with pay will be granted to an employee on the active payroll who, because of death in the employee's immediate family, takes time off from

work during their normal work schedule as such term is defined in Section 5.1 of this Agreement.

Such pay shall be for eight hours at the employee's straight time base rate, including shift differential for each day off. An employee on the active payroll who is being compensated under any other provisions of the agreement at the time of the death of a member of their immediate family as defined in 9.7 will be granted bereavement leave in lieu of other compensated time and will have those other compensated hours credited back to them. Bereavement leave must be taken within the seven days following the death, funeral or service. For the purposes of 9.7, the "immediate family" is defined as follows: spouse or same sex partner, children, parents, grandparents, brother or sister, in laws of same relationship to the employee's spouse, spouse of brother or sister and their children, step parents, or a step parent of the current spouse, step child, step sister or step brother and grandchildren of any employee covered by this agreement. For the purposes of this section the term "children" will include a miscarriage or stillbirth by any employee covered by this agreement or their current spouse. In order to be eligible for bereavement leave in the case of a miscarriage or stillbirth medical documentation must be provided. Refer to chart in "Communications on File" section.

#### Section 9.8 Jury and Witness Duty Pay

Any employee who is summoned by the Crown to serve on a jury or to act as a witness for the Crown or is summoned to act as witness in a court of law, subject to the following limitations, shall be paid at their current straight time base rate, including shift differential, for each such regular work day or portion thereof. Witness fees or other fees will not be deducted from such pay.

An employee on the active payroll who is being compensated under any other provisions of the Agreement at the time of acting on a jury or as a witness as defined in 9.8 will be granted jury and witness duty leave in lieu of other compensated time and will have those other compensated hours credited back to them.

An employee is not entitled to pay under this 9.8 in circumstances where the employee: (1) is called as witness against the Company or its interests; or (2) is called as a witness on their own behalf in an action in which they are a party; or (3) voluntarily seeks to testify as a witness; or (4) is a witness in a case arising from or related to their outside employment or outside owned business activities. The employee shall furnish the Company evidence satisfactory to the Company, showing the performance of jury and/or witness duty.

Employees who are scheduled to work on second or third shift will be deemed to be assigned to first shift on the day or days of such leave, except that Section 6.4(c) will not apply.

## ARTICLE 10

### SAFETY AND PLANT CONDITIONS

#### Section 10.1 General

The Union shall cooperate with the Company to keep the plant in a safe, clean and sanitary condition. It is agreed by both parties that high standards of safety are to be maintained. The Company will continue to provide safe and effective equipment (except eye glasses ground and fitted to individual requirements and safety shoes) for fire and accident prevention. No set of safety regulations, however, can comprehensively cover all possible unsafe working practices. Therefore, the Union and the Company will undertake to promote in every practical way the realization of the responsibility of the individual employee with regard to preventing accidents to them self or other employees.

The Company and Union are committed to the health and safety of all employees. To that end, the parties agree to the principles of continuous improvement in the area of health and safety programs and to work on resolving health and safety issues.

#### Section 10.2 Safety Committee

A Joint Safety Committee shall be appointed from the employees of the Company, not exceeding six (6) selected or elected by the employees and which shall include the Union Joint Safety Co-Chairperson and represent the Union and six (6) which shall represent the Company.

The duties of the Joint Safety Committee consist of:

1. Promote compliance with pertinent legislation.
2. Tour the plant monthly to identify concerns related to health and safety in the work place.
3. Review management's investigation of accidents and safety related incidents.
4. Participate in the investigation of major accidents, and review completed reports of serious injuries. The Company will provide training through the current module on Accident Investigation.
5. Health and safety training programs developed at Boeing Canada Operations Limited will be developed by Training, EHS (Environmental, Health and Safety) and the Joint Safety Committee. Externally developed health and safety training programs will be reviewed by the Joint Safety Committee prior to implementation.
6. Meet monthly to receive, consider and dispose of concerns and complaints respecting the safety and health of employees.
7. Review and make recommendations regarding in-plant working environment issues that may place the safety and health of employees at risk.

### Section 10.3 Union Co-Chairperson

Union Co-Chair of the Joint Safety Committee or designate shall have the right to:

1. Accompany government health and safety inspectors, fire inspectors, and National Union health and safety professionals on plant tours.
2. Participate when measurements or sampling of the occupational environment are being conducted and participate in discussions of the results.
3. Investigate accidents and safety related incidents. The Company shall inform the Co-Chairpersons of major accidents immediately.
4. The Union Co-Chairperson of the Joint Safety Committee shall be employed full time on day shift to work on Health and Safety issues. The Chairperson shall be allowed free access to and from the Company's operations in the performance of their duties. The employee shall first notify the Area Manager or their designate before preceding into the area. The Union Co-Chairperson shall receive the rate of pay they were paid prior to being chosen for the position and receive raises according to the Collective Agreement. The Union Co-Chairperson shall be paid the equivalent of forty (40) hours per week at straight time and shall be given the opportunity to work overtime in their applicable overtime group in their classification.
5. In the absence of the Union Co-Chairperson, the Company shall recognize an alternate Co-Chairperson designated by the Union.
6. The Union Joint Safety Committee Co-Chairperson and alternate will receive on hour training in level 1 and 2, sign language.
7. The Joint Safety Committee shall be given 20 minutes during a new employee's Health and Safety Orientation to provide an overview of their role.
8. The Company will provide work space for the use of the Joint Safety Committee Co-Chairperson. The space will include adequate room for storage of information and files relating to the Joint Safety Committee and for discussions with employees concerning safety and health matters.
9. The Company will provide the Joint Safety Committee a special phone equipped for communicating with deaf employees (TTY).

### Section 10.4 General

- 10.4(a) The Company will provide to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric and lung function examinations at a frequency and extent necessary to determine whether the health of such employee is being adversely affected. The Company shall insure that the above mentioned medical services for each employee are conducted or received during regular working hours. If services are unavailable during the regular working hours of an employee, the Company will pay two hours at regular straight time hourly rates including shift premium, if applicable, to each employee receiving those medical services off shift.

- 10.4(b) No employee will be disciplined in the event they have complied with the Workplace Safety and Health Act as it is now written or hereafter amended.
- 10.4(c) Each employee may refuse to perform work that they have reasonable grounds to believe and does believe is dangerous to their safety or health, or the safety and health of another employee or any other person.
- 10.4(d) Each year on April 28 at 11:00 a.m., one minute of silence and lowering of the flag to half-mast will be observed in memory of workers killed or injured on the job. The Company will fly the National Day of Mourning flag all day beside the Boeing flag.
- 10.4(e) The Company and the Joint Safety Committee shall insure that pertinent procedures pertaining to safety and health, such as but not limited to the lockout/tagout procedure are implemented.
- 10.4(f) In addition to the Level 1 and Level 2 Safety Training received by all employees (between 13 and 20 hours in duration), the Company will hold regular monthly crew safety meetings to present and discuss timely, pertinent health and safety issues identified by management and the Joint Safety Committee. Joint Safety Committee members will also receive Level 1 and Level 2 Health and Safety, WHMIS and Ergonomics training during the term of this Agreement.
- 10.4(g) The Joint Safety Committee Co-Chairpersons shall both be entitled to attend departmental safety meetings by arranging their attendance with the department Manager in advance and meeting schedules will be made available to them prior to the meetings.
- 10.4(h) The Company and the Union recognize the importance of addressing Ergonomic issues in our workplace. To this end, and for the life of this agreement, the Company agrees to maintain the existing chartered Ergonomics team. The team will be comprised of volunteer members of the bargaining unit and non-bargaining unit. In addition, the Union may appoint two members to the team.

#### Section 10.5 Legislation

The Company and the Union agree to comply with the provisions of the W210 Workplace Safety and Health Act in effect on July 10, 2005, WHMIS and all provincial and federal legislation pertaining to safety and health.

#### Section 10.6 Protective Reassignment

1. Any employee who becomes pregnant while employed by the Company and is unable to continue in their work area will upon medical recommendation of their physicians and confirmation by the Company's physician be placed in an alternative job in their classification where possible. The employee may be placed outside her job classification in other work which they can do without regard to any seniority provisions of this agreement, provided no employee is surplus or laid off as a result of such placement.

During the time period the pregnant employee is employed in a new classification, they will not attain vested seniority in that classification, but will continue to accrue seniority.

## ARTICLE 11

### GRIEVANCE PROCEDURE

#### Section 11.1 Employee Complaints and Grievance

- 11.1(a) The parties desire that individual complaints and grievances shall be settled whenever possible with supervision in the area the complaint or grievance originates.
- 11.1(b) Only matters dealing with the interpretation or application of terms of this Agreement shall be subject to the grievance procedure. In addition, any non-probationary employee shall have the right to appeal their discharge, layoff, disciplinary suspension or unsuccessful application to a job posting by filing a written grievance in Step 2 of the grievance procedure within five (5) working days of the Company's action.
- 11.1(c) It is mutually agreed that probationary employees will have the right to have their case heard by the Human Resources Site Leader or their designee with the Committee Person present, with the understanding that the decision of the Human Resources Site Leader or their designee is final and not subject to grievance or arbitration.

#### Section 11.2 Method of Handling Complaints and Grievances

- 11.2(a) All complaints shall be presented within four (4) working days from the date the employee could reasonably have known of the act or omission on which the complaint is based. The term working days shall exclude Saturdays, Sundays, Holidays and vacation as defined herein.
- 11.2(b) All time limits spelled out in the Article may be extended by mutual agreement providing the request is made in writing.

#### STEP 1

Individual complaints which arise under this Agreement may be discussed by the complaining employee with their immediate supervisor either with or without his Committee Person being present. If the Committee Person is present and considers the complaint to be valid, they will attempt to effect a settlement of the complaint with the employee's supervisor.

The procedures outlined in Step 1 above as well as in the subsequent steps of the grievance procedure shall apply equally to a complaint or grievance lodged by a group of employees. The supervisor shall give their reply within two (2) working days from the time the complaint is presented to him/her.

#### STEP 2

If the reply in Step 1 is not satisfactory the Committee Person may reduce the complaint to writing on a form supplied by the Company within five (5) working days from the time the Supervisor has given his/her answer. The grievance will contain a clear statement of the facts upon which the grievance is based, the Section or Sections of the Agreement alleged to have been violated and the remedy sought. The grievance will be submitted to the appropriate Human Resources Representative.

The Human Resources Representative, the Committee Person who filed the written grievance and the Chairperson, shall confer within ten (10) working days after submission of the grievance to this step of the grievance procedure. Such meetings will normally be held once a week on Thursday morning.

The Human Resources Site Leader or their designate(s) shall render a decision in writing within five (5) working days of such meeting.

As changes are made, a list of appropriate Human Resources Representatives will be provided to the Union.

### POLICY GRIEVANCE

Any grievance the Union may have against the Company shall be submitted in Step 2 in the form of a Policy Grievance. Such grievance must be submitted in writing within ten (10) working days from the date the Union could reasonably have become aware of such occurrence. The written grievance must state the facts upon which the grievance is based, the Section or Sections of the Agreement alleged to have been violated and the remedy sought.

### STEP 3

Should the decision rendered by the Company in Step 2 be unacceptable to the Union, the Union may appeal the grievance to arbitration within ten (10) working days from the date of the Company's decision. Such appeal shall be in writing and mailed by registered mail to the Company.

### ARBITRATION PROCEDURE

Grievances appealed to arbitration as stated above, shall be scheduled for hearing within fifteen (15) working days following such appeal.

Immediately following the execution of this Agreement, the parties will proceed to compile a list and agree upon a panel of four (4) arbitrators. Thereafter assignment of cases to arbitrators on the panel shall be rotated in alphabetical order of the last names. Grievances carried to the arbitration stage shall be heard before a single arbitrator and assigned in numerical order from those appealed during the period stated above.

Should the parties be unable to reach an agreement the Minister of Labour for the Province of Manitoba shall be requested to appoint a single Arbitrator.

The Arbitrator, when selected, shall meet with the National Representative of the Union, and the Human Resources Site Leader, or their designated representatives, at which time both parties will present their cases. Each party to the proceedings shall be entitled through Counsel, or otherwise to present evidence, to cross examine the witnesses of the other party, and to present oral arguments. A brief of argument may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other. Briefs of argument and replies thereto shall be filed within the times specified by the Arbitrator. A party presenting the brief of argument or reply to Arbitrator shall forthwith deliver a copy thereof to the other party. Argument and testimony shall be limited to the matters set forth in the written statement of grievance. Unless a mutual agreement as to the extension of time has been agreed upon by both parties, it shall be mandatory upon the Arbitrator to render their findings and decision within thirty (30) calendar days after conclusion of the hearings; and the decision of said Arbitrator shall be final and binding on both parties.



The Arbitrator shall not have jurisdiction to arbitrate away, in whole or in part, any provisions of this agreement. Each party shall pay any compensation and expense relating to its own witnesses or representatives. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy that party will pay one-half of the stenographic costs.

The decision of the Arbitrator shall be final and binding on both parties and their expense shall be borne in equal share by the Company and the Union.

### Section 11.3 Grievance Mediation

- a) The Company or the Union may, within five (5) calendar days following receipt of a reply at Step 2 of the grievance procedure set out in Article 11 of the Collective Agreement, request that the other party agree that a grievance be referred to Grievance Mediation.
- b) A party's refusal to agree to refer a grievance to Grievance Mediation shall not be subject to the grievance procedure or arbitration provisions set out in Article 11 of the Collective Agreement.
- c) A grievance shall only be referred to Grievance Mediation where the grievance has been properly carried through the grievance procedure set out in Article 11 of the Collective Agreement and the Company and the Union have mutually agreed in writing to refer the grievance to Grievance Mediation.
- d) Where a grievance is referred to Grievance Mediation, the Grievance Mediation process shall be completed before the grievance may be referred to Arbitration in accordance with the arbitration provisions set out in Article 11 of the Collective Agreement.
- e) Grievance Mediation will commence within twenty-one (21) calendar days of the grievance being referred to Grievance Mediation, unless the time limit has been extended by mutual agreement in writing between the Company and the Union.
- f) The parties may agree to the appointment of a Mediator through the Minister of Labour, provided that such a Mediator is able to commence the Grievance Mediation within the time period set out in (e) above, unless the time limit has been extended by mutual agreement in writing between the Company and the Union.
- g) Proceedings before the Mediator shall be informal, the rules of evidence shall not apply, no record of the proceedings shall be made and neither party shall be represented by legal counsel before the Mediator.
- h) The Mediator will have the authority to facilitate and recommend a non-binding resolution of the grievance that is consistent with the Collective Agreement. The Mediator has no authority or power to compel the resolution of a grievance or to impose or require the parties to accept their suggested resolution of the grievance.
- i) If a grievance is not settled through the Grievance Mediation process after referral thereto, the Mediator shall provide the parties with an oral advisory opinion and the grounds for such opinion immediately following Grievance Mediation, unless both parties agree that no advisory opinion shall be provided.
- j) If a settlement is not reached within five (5) calendar days following Grievance Mediation, the grievance may be submitted to Arbitration in accordance with the

arbitration provisions set out in Article 11 of the Collective Agreement. No person serving as Mediator may serve as Arbitrator.

- k) The Grievance Mediation process is without prejudice and nothing said or done by the Mediator or the parties during or in relation to the Grievance Mediation may be referred to at any subsequent Arbitration. Any documentation shared between the parties during the Grievance Mediation process must be treated as confidential, no copies of the documentation may be made without the permission of the party who provided the documentation and the party who was provided the documentation must immediately return it upon the completion of the Grievance Mediation.
- l) The Union and the Company will share any costs of the Grievance Mediation equally, except that the Union shall pay all applicable wages for time spent by any bargaining unit employee(s), including Union representatives, relating to the Grievance Mediation.

11.4 In administering the time limits specified in the grievance procedure under Article 11 of the Collective Agreement, the day of the complaint or grievance shall not be counted. The following working day shall be counted as the first day of the time limit. To answer a grievance or to submit a grievance at the next step the parties shall have until 3:30 p.m., the end of the day shift, on the final day of the time limit. The 3:30 p.m. deadline shall apply regardless of the time of day at which the earlier grievance/reply had been presented.

## ARTICLE 12

### AUTOMATIC RATE PROGRESSION

Section 12.1 An employee on the active payroll shall receive an automatic base rate increase of thirty (30) cents per hour on the dates listed in Section 12.2 below until they reach the rate range maximum of their assigned labour grade. If at the time of an automatic base rate increase, an employee's base rate is twenty-nine (29) cents or less from the maximum base rate of their assigned classification, the increase will be the amount necessary to reach, but not exceed, the maximum base rate. Nothing in this Article, however, shall limit the Company at any time from placing an employee at any level in the progression schedule. Employees on progression may be assigned any work described for the job classification in which they are classified. Provisions of this paragraph do not apply to any employee whose base rate exceeds the rate range maximum of their assigned labour grade.

Section 12.2 The dates on which increases described in the Section 12.1 above shall be effective are:

July 23, 2018  
November 12, 2018  
March 4, 2019  
June 24, 2019  
October 14, 2019  
February 3, 2020  
May 25, 2020  
September 14, 2020  
January 4, 2021  
April 26, 2021  
August 16, 2021  
December 6, 2021  
March 28, 2022  
July 18, 2022  
November 7, 2022  
February 27, 2023

## ARTICLE 13

### PROMOTION, LAYOFF, & RECALL PROCEDURE

#### Section 13.1 Purpose and Definition

Both parties hereto agree that continued service over a period of time should, and in most cases does, increase the worth of an employee to their employer, and that length of service should receive recognition and therefore agree:

that in the case of promotion the principle of seniority, where skill and ability are relatively equal, shall be the determining factor and shall apply upon a Company-wide basis in accordance with the specific applicable provisions of this Agreement.

#### Section 13.2 Filling Job Openings

The sequence in filling job openings will be as follows:

- 13.2(a) Employees with recall rights as defined in Section 13.6 below and employees permanently displaced from the job classification under the provisions of Section 4.6 or Section 9.5(c) who are now medically able to perform the work based on seniority.
- 13.2(b) After all the employees referenced in 13.2(a) above have been exhausted the Company will post in accordance with the provisions outlined in Section 13.3.
- 13.2(c) Lacking qualified employees under the procedure outlined in 13.2(b) above, the Company may fill such openings by hiring new employees.

#### Section 13.3 Job Postings

- 13.3(a) Every three months the Company will post for five (5) working days those jobs for which it expects openings to occur, other than on a temporary basis, during the three month period. Employees may submit requests on a Company supplied form to fill expected openings during the particular three month period. When openings occur, and after the provisions outlined in 13.2(a) above have been exhausted, employees with seniority who have submitted a request for the particular job will be given consideration. Employees will be selected in accordance with the principle of seniority as defined in Section 13.1. If a vacancy occurs which was not posted as outlined above, the Company will create a special posting that will remain open for five (5) working days and will select a candidate in accordance with the provisions of this section from among those employees who bid for the special posting. The Company will e-mail the names of the successful candidates to all bargaining unit employees. The Company will forward to the Union a copy of all job postings, a list of all applicants and qualified applicants as soon as available and a list of successful applicants following notification to these employees. The Union shall post the names of the successful candidates. The Company will forward to the employee a receipt at the time of application, a letter of notification to the employee regarding whether or not they were successful and, upon request, notification of whether or not they have passed any required tests. Nothing in this provision, however, will prevent the Company from offering either employees involved in a surplus a lateral or

downgrade reclassification in lieu of layoff or employees returning to the bargaining unit to a job classification previously held prior to posting.

The Company may, at times, determine a need for a term job assignment. The Company may post a term job following the same procedure as listed above but the vesting provisions outlined in section 13.3(c) will not apply in these circumstances. Term assignments will not extend beyond six (6) months of the date of appointment. The term may be ended by the Company prior to the posted end date. Upon completion of the term assignment the employee will be returned to the classification from which they left, provided their seniority permits. If a permanent job posting becomes available during the term assignment, the employee may apply to the posting in accordance with 13.3 (a). Any time spent on a term assignment will not be used towards experience on future job postings. Employees will be compensated for term assignments in accordance with 6.1 (b). This provision will not prevent the Company from utilizing temporary assignments as per section 13.8.

13.3(b) An employee who is the most senior qualified applicant to a job posting shall have forty-eight (48) hours from when they receive their offer to both determine whether they will accept or deny it, and then return a signed copy to the Company. In the event that the response deadline falls on a weekend, the employee shall have until 3:30 PM on the following business day to return a signed copy. If the employee is unable to return a signed copy before the deadline they may respond electronically. Failure to respond will be considered a declined offer.

Should an employee decline more than one (1) offer during the period of July 1<sup>st</sup> to June 30<sup>th</sup>, the employee will be ineligible to apply for another bargaining unit posting for a period of six (6) months from the date in which they declined the latter offer.

13.3(c) An employee who successfully completes a Company provided Training Program shall be placed in the correlating job classification in accordance with section 13.2 and must accept the position if such placement is within twelve (12) months of completion of the training. Should an employee be eligible for multiple placements within the same period, the Company and Union will have meaningful discussion to resolve the conflict.

13.3(d) An employee who has bid for and accepted an offer shall not be eligible to be considered for a job posting for a period of six (6) months.

13.3(e) Upon reclassification to a different job classification the employee will retain seniority for sixty (60) calendar days in the job classification from which he was reclassified. After sixty (60) calendar days, an employee's seniority will be vested on the new job classification to which they have been moved under successful application for the posted job. Employees will be given the normal familiarization with the job.

#### Section 13.4 Reduction in Force

13.4(a) In effecting a reduction in force within a job classification the following procedure shall be followed:

1. the first selection would be probationary employees;

2. the second selection would be full time employees in reverse order of seniority subject to the use of retentions as defined and described in Section 13.5.

- 13.4(b)(1) Employees referenced in 13.4(a)(2) above, if their seniority permits, may elect to be moved within their occupational group to the next equal or lower job classifications.
- 13.4(b)(2) Employees referenced in 13.4(a)(2) who do not possess the seniority to exercise rights described in 13.4(b)(1) above, may elect to be moved to any equal or lower graded job classification previously held on a permanent basis if their seniority permits.
- 13.4(b)(3) Employees who are not able to bump to any equal or lower job classification as described in 13.4(b)(1) and 13.4(b)(2) above may elect to be moved to the job classification Technician Plastic if this classification is equal to or lower than the job classification held at the time of reduction in force and their seniority permits.
- 13.4(c) Employees who are unable to exercise bumping rights or who do not elect to be moved to the job classification of Technician Plastic or whose seniority does not permit them to hold the job classification of Technician Plastic will be laid off in reverse order of seniority.

#### Section 13.5 Retentions

A retention is the retaining, in a job classification in which the surplus has been declared by the Company of an individual whose seniority position would have caused the employee to have been surplusd while another employee or employees with greater seniority are surplusd. In each instance the retained employee will be designated, at the time the retention is used, to be retained in the job classification rather than be affected by the surplus action.

- 13.5(a) In determining the number of allowable retentions, calendar six-month periods shall be used, the first period in each year shall be from January 1 to June 30, inclusive, and the second period shall be from July 1 to December 31 inclusive.
- 13.5(b) For each period the allowable number of retentions applicable shall be the number resulting from applying 4% of the total number of employees in the bargaining unit on the first regular working day of each six month period. The number of allowable retentions shall be computed to the nearest whole number and a fraction of 1/2 or more shall be treated as one.
- 13.5(c) The Company will only transfer an employee under Section 4.4 if the employee has sufficient seniority at the time of transfer to hold the job classification in their own right. A retention may be used on that employee at any later date but not at the date of transfer.

An employee who is on retention may be transferred out of the bargaining unit, and then be returned to the unit, and immediately be placed on retention again. However, the retention will be deemed to be used by the employee even while they are on this non-unit assignment, and will not be available for use in retaining another employee.

- 13.5(d) The Company's use of retentions in the number allowed or the surpluses resulting from the application and use of such retentions, shall not be subject to challenge or to grievance procedure.
- 13.5(e) The Human Resources Site Leader will have a meaningful discussion with the Chairperson of the Union as to the reasons for the use of any retentions.
- 13.5(f) Retentions shall be for a period not more than six (6) months unless otherwise extended by mutual agreement of the parties.

#### Section 13.6 Recall

- 13.6(a) Employees who had either held the job classification in which additional employees are required or had elected to be moved to such job classification at time of surplus but lacked sufficient seniority to displace another employee and who elected layoff benefits under Section 14.4 (b) (ii) will be grouped together by seniority for purposes of recall.

Notwithstanding the above, employees who decline election as referenced in 13.4(b)(1), 13.4(b)(2) or 13.4(b)(3) shall forfeit seniority rights in that job classification.

- 13.6(b) An employee who declines recall to any job classification to which they have recall rights, shall lose their seniority if they are on layoff status.
- 13.6(c) If recalls are needed in Tech Trim, Tech Plastic, Assembly Tech or Storekeeper they will be grouped together by seniority for the purposes of recall. Notwithstanding the aforementioned, only employees who had successfully completed the Assembly Tech training program or Storekeeper training program (not to exceed 40 hours) prior to being laid off will be considered for the Assembly Tech or Storekeeper recall. Employees recalled to Tech Plastic or Tech Trim will be trained upon recall. This provision is not intended to circumvent the Letter of Understanding entitled Training Programs.
- 13.6(d) Notwithstanding the above, if the Company requires employees in a classification where there are currently employees on the external recall list but the Company does not require an increase in overall staffing levels, the Company may assign the most junior Tech Plastic for the required classification.

#### Section 13.7 Temporary Layoff

Anything to the contrary in this Agreement notwithstanding, when the Company determines it is necessary to reduce the number of employees working within a job classification, the junior employees in the affected work centre considered by the Company to have an excess number of employees, who are within such job classification, may be temporarily laid off for not more than fourteen (14) calendar days in any one calendar year, with or without application of the procedures stated in this Agreement during such period of temporary layoff. The Company agrees that the Union will be notified whenever possible in advance.

#### Section 13.8 Temporary Assignment

The Company may temporarily assign employees to perform work assignments described for other job classifications. When such temporary assignment is to a higher rated job classification for more than one (1) day, the employee shall receive the rate of the new job classification.

When such temporary assignment is to an equal or lower rated job classification, the employee shall retain their current hourly rate of pay. When temporary assignments to higher rated job classifications are for thirty (30) calendar days or more, the selection of employees will first be from active employees on the recall list for the job classification of the temporary requirement. If such employees are unavailable, the selection of employees will be from the job classification, group and shift where the employees are being selected for the temporary assignment, by seniority. This Section will not be used to circumvent the job posting procedure as provided for in Section 13.3.

#### Section 13.9 Work Restrictions - Non Bargaining Unit Employees

Non bargaining unit employees shall not be permitted to perform any bargaining unit work except in the following types of situations:

- (a) In the instruction or training of employees.
- (b) In emergencies.
- (c) In developing production processes.

This clause will not be used to displace a production employee on a full time job.

It is understood that the quality of support provided by technical manufacturing support staff members to bargaining unit employees is directly impacted by their experience in actually performing the type of work performed by those bargaining unit employees. The Company and the Union therefore agree that technical support staff members may, as part of process improvement activities, perform production work only with the direct participation of a bargaining unit employee normally assigned that work. Such production work as it applies to a unit will be restricted to that number necessary to verify the process or material change related to the process improvement activity.

It is further agreed that no bargaining unit employee will be displaced by this activity and that no bargaining unit employee will be reclassified, reassigned or have their shift changed as a direct result of this activity. The Company and the Union will meet prior to technical support staff members' activity to discuss the intent and anticipated duration of their involvement in the production work. Further, the Company and the Union will discuss and resolve any issues that may arise from work activity defined in this letter.



## ARTICLE 14

### GENERAL

#### Section 14.1 Requirement of Medical Examination

- 14.1(a) In the interest of continued safety of individuals and their fellow employees, any applicant for employment may be required by the Company to undergo a medical examination by a doctor of the Company's selection. If, by reason of such examination, the applicant is rejected for employment, he will be furnished with a copy of the doctor's report.

An employee may be required by the Company to undergo a medical examination for reasons of medical surveillance due to potential exposure to harmful agents, determination of fitness to return to work from a medical related absence or if incapable of performing assigned work functions by a doctor of the Company's selection or if the employee's private physician performs any of the medical examinations for any of the above reasons, the results of such examination will be forwarded to a doctor of the Company's selection for review.

If an employee is found by such doctor to be medically incapable of performing their assigned work functions, the Company will furnish the employee with a copy of the doctor's report, inform the Union and will attempt to place such employee in work which, in the opinion of the Company, they are medically capable of performing. In the event that reassignment to a lower labour grade or involuntary separation from the payroll results from a finding of medical disqualification on the part of the Company, the Union may take such finding through the regular grievance channels; and such grievance, in order to be processed, (a) must be supported by medical testimony which is contradictory to the Company's findings and (b) must be filed by the Committee Person, or someone designated by them, with the Human Resources Director or someone designated by them, within fourteen (14) workdays after the date of such reassignment to a lower labour grade or such involuntary separation from the payroll.

- 14.1(b) All health records will only be accessible by health professionals.

#### Section 14.2 Inventions

- 14.2(a) Employees shall be permitted to retain ownership of an invention conceived or developed by them if the invention (a) was developed entirely on the employee's own time and the invention is one for which no equipment, supplies, facilities, or trade secret information of the Company was used; and (b) does not (i) relate directly to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or (ii) result from any work performed by the employees for the Company. All other inventions shall be the property of the Company, and employees shall assist the Company in the protection of such inventions as directed by the Company.

- 14.2(b) No employee shall be required, as a condition of employment or continued employment, to sign an invention agreement which contravenes the provisions of 14.2(a).

### Section 14.3 Technological Change

In this Article:

14.3(a) "technological change" means

- (i) the introduction by the Company into its work, undertaking or business of equipment, material, process or method of a different nature or kind than that previously used by the Company in the operation of its work, undertaking or business, and
- (ii) a change in the manner in which the Company carries on its work, undertaking or business that is directly related to the introduction of that equipment, material, process or method.

14.3(b) The provisions of this Article are intended to assist employees affected by any technological change to adjust to the effects of the technological change.

14.3(c) Sections 83, 84 and 85 of The Labour Relations Act of Manitoba do not apply during the term of this Agreement to the Company and the Union.

14.3(d) The parties to this Agreement recognize that technological changes that result in increased efficiency and productivity must be encouraged and further that the parties have a direct responsibility to reduce to a minimum the adverse effects that may result from such changes.

14.3(e) If the Company decides to effect a technological change that is likely to affect the terms and conditions or security of employment of employees or to alter significantly the basis upon which this Agreement was negotiated:

- (i) the Company shall give the Union written notice prior to the technological change coming into effect and will meet and discuss with the Union the steps to be taken to assist the employees affected to adjust to the effects of the technological change;
- (ii) if in the opinion of the Union the Company has failed to comply with subsection 14.3(e)(i) the Union may submit this in writing as a difference between the Union and the Company whereupon it shall be decided by arbitration whether or not the Company has effected a technological change that is likely to affect the terms and conditions or the security of employment of employees or to alter significantly the basis upon which this Agreement was negotiated; and
- (iii) in the arbitration of a difference between the Union and the Company as referred to in subsection 14.3(e)(ii) such arbitration shall take priority over any other arbitration then in process.

14.3(f) In the event of a technological change requiring specialized training, the Company agrees to give first opportunity for that training to employees then on the payroll according to seniority of employees in the section or area affected.

14.3(g) In the event of the introduction of new technology resulting in work that requires the creation of a new job classification, job openings shall be filled in accordance with article 13.2.

- 14.3(h) Should the Company give written notice to the Union in accordance with subsection 14.3(e)(i) or if it has been decided by arbitration that the Company has effected a technological change that is likely to affect the terms and conditions or the security of employment of employees or to alter significantly the basis upon which this Agreement was negotiated, any employee, other than a probationary employee, who, because of the technological change, is laid off under Section 13.4(d) after all bumping provisions in Section 13.4 have been exhausted, shall, in addition to any other payment they are entitled to on the termination of their employment, be paid a layoff benefit in keeping with Section 14.4.

#### Section 14.4 Layoff Benefits

##### 14.4(a) Eligibility.

All bargaining unit employees who have at least one year of Company service and who are involuntarily laid off from the Company under Section 13.4(d) or 14.3(g) are eligible to receive the benefit described in Section 14.4(b).

##### 14.4(b) Amount and Payment of Benefit.

An eligible employee's total benefit shall equal one week of pay (i.e. 40 hours at the employee's base rate plus cost of living adjustment in effect on the date of layoff, but excluding any shift differentials or other premiums) for each full year of Company service as of the employee's layoff date, subject to a maximum benefit of 26 weeks of pay. Eligible employees may elect either of the following:

- (i) Lump sum benefits will be paid following the effective date of layoff. Employees who elect this option will have all seniority under Article 4 and all recall rights under Article 13 canceled.
- (ii) Income continuation benefits will be paid in 80 hour increments, subject to an employee's total benefit, on regular paydays beginning with the second payday following the effective date of layoff. Income continuation benefits shall immediately cease upon the earlier of any of the following events: exhaustion of the employee's total income continuation benefit; re-employment with the Company; failure to respond to a notice of recall as described in Article 4; or change in the employee's employment status from layoff to resignation, dismissal, retirement, death, or leave of absence. Employees who elect this option will retain seniority as described in Article 4 and will retain recall rights as described in Article 13.

##### 14.4(c) Benefit Not Applicable for Other Purposes.

Periods for which an employee receives income continuation benefits shall not be considered as compensation or service under any employee benefit plan or program and shall not be counted toward Company service.

##### 14.4(d) Continuation of Medical Coverage.

In the event of layoff, Supplemental Health Care, Prescription Drug and Vision Care Plan coverage continues for the employee and their dependents for up to three months after the end of the month in which layoff occurs or, if earlier, the date the employee becomes covered by

another employer's Supplemental Health Care, Prescription Drug or Vision Care Plan either as an employee or dependent.

#### Section 14.5 Tuition Fees

Reimbursement of tuition fees (to the extent such reimbursement is not available from a Governmental agency) will be provided for an employee who voluntarily and satisfactorily completes an off-hour course or training program offered by a Company-approved non-Company school or training organization as follows:

- 14.5(a) Course is a condition of employment - 100% reimbursement - in advance.
- 14.5(b) Course directly job related - 100% reimbursement - in advance.
- 14.5(c) The Company agrees to provide 100% reimbursement of tuition fees (to the extent such reimbursement is not available from a Governmental agency) to an employee who successfully completes a course which provides future benefit to the Company.
- 14.5(d) The course or training program is one that is not available to the employee in the Company's off-hours training programs and is of mutual benefit to the Company and the employee.
- 14.5(e) The course or training program must be available on a schedule that does not interfere with the employee's regularly assigned shift. The Company will be as flexible as possible in shift assignment to accommodate approved courses or training programs where the employee indicates at the time of application for training that they require a change to their regularly assigned shift.
- 14.5(f) Participation under the provisions of this Section 14.4 shall be subject to the following:
  - (i) The number of participating employees shall not exceed 2% of the number of employees in the unit in which they are employed unless by mutual agreement.
  - (ii) Application for such participation shall be made on forms provided by the Company and shall be submitted to the Company for approval prior to the beginning of such a training program.
  - (iii) Reimbursement shall under no circumstances be considered as compensation to the employee or as part of their base wage or wages. The list of Company-approved non-Company schools and training organizations will be furnished to the Union.
  - (iv) For any participating employee who is eligible for educational expense reimbursement from a Governmental agency, Company reimbursement will be reduced by the amount of reimbursement that the employee is eligible to receive from such agency.

#### Section 14.6 Non-Discrimination

The Company and the Union agree to abide by The Human Rights Code of Manitoba.

The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee based on the protected grounds identified by the Human Rights Code of Manitoba, political belief or association or activity, or by reason of Union membership or activity.

## ARTICLE 15

### SICK/PERSONAL LEAVE

It is understood that the purpose of the sick/personal leave provisions of this Article is to provide monetary compensation to employees who are entitled to such payment during periods of personal illness and/or for the employee to meet their emergent family responsibilities in relation to a family member up to a maximum of five (5) work days, per annum, and to encourage regular attendance on the job.

Any absences paid in accordance with the provisions of Article 15 Sick/Personal Leave, will not be counted in determining whether an employee should be disciplined for poor attendance.

#### Section 15.1 Eligibility

Upon completion of one (1) year of continuous active service an employee will be credited with 3.33 hours of sick/personal leave for each month of such service and for each month of continuous active service completed thereafter. Employees whose continuous active service is interrupted after completion of one (1) year because of layoff, retirement, extended sick leave or death, shall be entitled to receive pay for their unused sick/personal leave credit. If continuous active service is interrupted for any other reason, pro rata sick/personal leave will not be paid.

#### Section 15.2 Computation of Sick/Personal Leave Credit

- 15.2(a) Credit toward sick/personal leave will be allowed for a month in which continuous active service begins on or before the 16th day and for a month in which the continuous active service is interrupted on or after the 15th day.
- 15.2(b) Continuous absence of sixty (60) calendar days or more for any reason will be deducted when sick/personal leave credit is calculated. However, absence for maternity leave or parental leave will not be deducted. Absence for occupational disability will not be deducted during the twelve month period following the occurrence of the occupational disability. A work period of six (6) continuous months following an absence for occupational disability will establish a new twelve (12) month period for a subsequent absence for the same occupational disability.

#### Section 15.3 Pay for Sick/Personal Leave

- 15.3(a) Unused sick/personal leave up to a maximum of ten (10) work days will be accumulated for all employees. When an employee has accumulated a credit in excess of ten (10) work days, they shall be paid an amount equal to their unused sick/personal leave in excess of ten (10) work days on their anniversary date.
- 15.3(b) Sick/personal leave pay for absence due to illness shall not be in excess of ten (10) days in any anniversary year.

#### Section 15.4 Use of Sick/Personal Leave Credit

- 15.4(a) Sick/personal leave will be allowed for full work days. Partial days will be allowed in the event that an employee leaves work because of illness or emergent family responsibilities before the end of their shift or if the employee calls in

sick/personal and is later able to attend work provided there is a minimum of four hours remaining in their scheduled shift.

Notwithstanding the above, an employee who is determined by the Company to have excessive or concerning patterns of time loss may be subject to corrective action.

15.4(b)

In order to be entitled to sick/personal leave pay, an employee must notify the Company on or prior to the day of absence. The employee, or person authorized to do so on their behalf, shall call Security and advise them of such absence. Employees who have not indicated a return to work date on the first day of absence, must continue to call Security each and every subsequent day of absence until their return to work date is known.

## ARTICLE 16

### GROUP INSURANCE PROGRAM

#### Section 16.1 Type of Group Insurance Program for Employees on the Active Payroll.

The Company will provide the group life insurance benefits, accidental death and dismemberment insurance benefits, supplemental health care benefits, prescription drug plan benefits, vision care plan benefits, dental plan benefits and weekly disability income benefits for eligible employees and supplemental health care benefits, prescription drug plan benefits, vision care plan benefits and dental plan benefits for covered dependents of eligible employees as summarized in the document entitled Group Benefits Proposal Summary, effective June 16, 2018, or on such later date when specifically stated therein and subject to all of the terms and conditions contained in or referred to in such program.

#### Section 16.2 Cost of Group Insurance Program for Employees on the Active Payroll.

The Company will pay the full cost of providing the group life insurance benefits, accidental death and dismemberment insurance benefits, supplemental health care benefits, prescription drug plan benefits, vision care plan benefits, dental plan benefits and weekly disability income benefits.

#### Section 16.3 Details and Methods of Coverage.

The benefits summarized in the Group Insurance Program shall be procured by the Company under contracts with insurance companies or health care contractors which will be in the form customarily written by such companies or contractors, and the Group Insurance Program shall be subject to the terms and conditions of such contracts, consistent with the summary in the Group Insurance Program. The failure of an insurance Company or health care contractor to provide for any of the benefits for which it has contracted shall result in no liability to the Company, nor shall such failure be considered a breach by the Company of the obligations which it has undertaken by this Agreement. However, in the event of any such failure, the Company shall immediately attempt to provide substitute coverage.

#### Section 16.4 Administration.

The Group Insurance Program shall be administered by the companies or health care contractors with whom the Company enters into contractual relationships for the purpose of providing the coverage contemplated by the Group Insurance Program and no question or issue arising under the administration of such Group Insurance Program or the contracts identified therewith shall be subject to the grievance procedure or arbitration provisions of Article 11 of this Agreement.

#### Section 16.5 Copies of Policies to be Furnished to Union.

Copies of the policies and contracts executed by the insurance companies or health care contractors pursuant to this Article shall be furnished to the Union and the coverages and benefits indicated in the Group Insurance Program, the rights of eligible employees in respect of such coverages, and the settlement of all claims arising out of such coverages shall be in accordance with the provisions, terms and rules set forth in such contracts.



## ARTICLE 17

### PENSION PLAN

#### Section 17.1 Participation in the Current Retirement Plan.

Subject to the approval of the Minister of Finance for Canada and of other cognizant governmental authorities, Company contributions and employee contributions to the Retirement Plan for Employees of Boeing Canada Operations Limited. On behalf of the employees to which this Agreement relates shall be discontinued effective January 1, 1991. Each employee to whom this Agreement relates who is a Member of this Plan on December 31, 1990 shall, as of April 1, 1991, be permitted to have the Company transfer the Accumulated Value of their Member Account attributable to their own contributions to a personal Registered Retirement Savings Plan. The portion of the Accumulated Value of their Member Account attributable to Company contributions shall remain in the Plan in the Member Account. The Accumulated Value of Company contributions made on behalf of each employee who is eligible to retire in accordance with the terms of the Plan on January 1, 1991 shall be fully and irrevocably vested and otherwise subject to the regular retirement provisions of the Plan. The Accumulated Value of Company contributions made on behalf of each employee who is not eligible to retire on January 1, 1991 shall be vested in accordance with the regular vesting provisions of the Plan on that date, and will continue to vest with continued employment subject to the regular termination of service provisions of the Plan.

#### Section 17.2 Establishment of Pension Plan.

Subject to the approval of the Minister of Finance for Canada and of other cognizant governmental authorities, as more particularly hereinafter specified, and to review by the Retirement Committee of The Boeing Company, and to the provisions of Section 17.5 hereof, a pension plan (hereinafter called the Plan) shall become effective on January 1, 1991 for the employees within the unit to which this agreement relates and shall continue while this agreement is in effect as to such employees in accordance with and subject to the terms, conditions and limitations of the Plan.

#### Section 17.3 Approval of Plan.

Approval of the Plan by the Minister of Finance for Canada as referred to in Sections 17.1 and 17.2 means a continuing approval sufficient to establish that the Group Retirement Savings Plan, the Deferred Profit Sharing Plan and the Plan are at all times qualified and exempt from income tax under all applicable provisions of Federal law, and that contributions made by the Company under these Plans are deductible for income tax purposes in accordance with the law. The cognizant governmental authorities referred to in Sections 17.1 and 17.2 include, without limitation, the Department of Finance and the Manitoba Pension Commission, and their approval means their confirmation with respect to any matter within their regulatory authority that these Plans do not conflict with applicable law.

#### Section 17.4 Continuation Beyond Agreement.

The Company shall not be precluded from continuing the Pension Plan in effect as to employees within the units to which this agreement relates, after expiration or termination of this agreement subject to the terms, conditions and limitations of the Plan.

Section 17.5 Provisions of the Plan, effective January 1, 1991.

Subject to the approvals specified in Section 17.3, the Company will provide the provisions of the Plan effective January 1, 1991, in accordance with the following:

- 17.5(a) Effective Date: The effective date of the Plan shall be January 1, 1991.
- 17.5(b) Plan Funding: The Plan will be funded solely by the Company. Employee contributions are not required.
- 17.5(c) Eligibility to Participate: All employees within the unit to which this agreement relates who have one or more years of service with the Company on January 1, 1991 will become eligible to participate on January 1, 1991. For other employees within the unit to which this agreement relates, eligibility to participate shall become effective after one year of service with the Company.
- 17.5(d) Accrued Benefit: The Accrued Benefit for each employee in the service of the Company on or after January 1, 1991 will be equal to \$20.00 per month for each year of Credited Past Service and \$25.00 per month for each year of Credited Future Service.
- 17.5(e) Service Credit: For purposes of determining an employee's Accrued Benefit, an employee shall earn one full year of Credited Past Service for each calendar year of continuous Company service as a member of the bargaining unit prior to January 1, 1991 and after one year of service (one year after hire date). Partial years of Credited Past Service shall be determined as the number of days as an employee divided by 360.

One full year of Credited Future Service shall be earned for each calendar year of Company service as a member of the bargaining unit after January 1, 1991 and after one year of service during which an eligible employee has 1,710 compensated hours of service. Employees who are eligible participants for less than a full calendar year shall earn a fraction of a year of Credited Future Service equal to the ratio (not to exceed one) of the number of compensated hours while an eligible participant of the Plan during the year to 1,710. Compensated hours of service shall include paid vacation, paid holidays, paid sick leave, up to 17 weeks for maternity leave, up to 37 weeks for parental leave, up to 26 weeks while entitled to Weekly Disability benefits, overtime (at straight time) and the first 30 days of any Company approved leave of absence.

For purposes of determining eligibility for Plan participation, eligibility to receive benefits, and vesting status, service shall include all continuous service immediately prior to January 1, 1991 periods of continuous service immediately prior to satisfying the requirement of 17.5(c), and periods of absence while on military leave during a period of war or national emergency.

- 17.5(f) Retirement Eligibility: The Normal Retirement Date shall be the first day of the month coincident with or next following an employee's 65th birthday. An employee may retire on an Early Retirement Date which may be the first day of the month coincident with or next following the month in which the employee completes at least ten (10) years of service and attains age 55. An employee who meets the requirements for total disability benefits under the Canada Pension Plan will be entitled to retire on a Disability Retirement Date provided

such individual becomes disabled after attainment of age 50 and completing ten (10) years of Company service.

- 17.5(g) Early Retirement Reductions: An employee retiring from the service of the Company on an Early Retirement Date prior to age 62 will receive their Accrued Benefit reduced by 1/3% for each month that the Early Retirement Date precedes the first of the month coincident with or next following the employee's 62nd birthday. The benefits will be further reduced if the employee retires under the Spouse Option.

An employee retiring from the service of the Company on an Early Retirement Date at or after age 62, or on a Normal Retirement Date, or on a Disability Retirement Date will have their Accrued Benefit reduced only to reflect an election of the Spouse Option, if applicable.

- 17.5(h) Form of Payment: The normal form of payment will be an annuity payable for the life of the employee only. A married employee will receive payment in the form of a 66-2/3 Spouse Option annuity unless the employee and spouse waive this form of payment. Under the Spouse Option, the employee will receive a reduced monthly benefit during their lifetime with 66-2/3 of such reduced amount continuing for the life of their surviving spouse after their death. The reduced monthly amount payable to the employee participant will be determined by reducing the monthly benefit by six (6) percent if the employee's age and the spouse's age are within five years of each other. If the spouse is more than five years younger than the employee, such percentage shall be increased by 1/2 of one percent for each additional year that the spouse is younger than the employee. If the spouse is more than five years older than the employee, the 6% reduction factor shall be decreased by 1/2 of one percent for each additional year that the spouse is older than the employee.

- 17.5(i) Vesting: If an eligible employee's employment is terminated after the effective date of the Plan, prior to a Retirement Date, and other than by reason of death, and provided that such employee has completed two (2) or more years of service with the Company, such employee shall be entitled to receive their full Accrued Benefit beginning on their normal retirement date. If such employee has less than two (2) years of service, they will have no vested interest in the Plan.

- 17.5(j) Death Benefit: The spouse of a married employee or the named beneficiary of an unmarried employee who dies after satisfying the requirements for vesting as set forth in 17.5(i) shall be entitled to receive a death benefit. The amount of the death benefit is equal to the present value of the employee's Accrued Benefit at the time of the employee's death.

- 17.5(k) Reemployment After Retirement: An individual receiving retirement benefits under the Plan due to his or her service with the Company who is subsequently rehired by the Company shall have all retirement benefits payable from the Plan suspended during any such period of reemployment.

During reemployment, such employee may earn Credited Service if otherwise eligible to participate in the Plan. Upon subsequent retirement, the suspended benefits shall recommence subject to the form of payment in effect at the original retirement date, regardless of whether or not the spouse is living if a Spouse Option was originally elected. However, for an individual who originally retired from the service of the Company, the payment will be increased to reflect any

difference between any early retirement reduction at original retirement date and a revised early retirement reduction based on age at original retirement date advanced by the period of reemployment. To the recommenced benefits shall be added the benefit attributable to any Credited Service resulting from the period of reemployment.

The benefit payment of any individual receiving retirement benefits under the Plan due to service with the Company who is subsequently rehired and then dies during reemployment shall be determined as follows:

If a Spouse Option was elected at the date of original retirement, payments shall commence to the named spouse, if then surviving, otherwise no benefits shall become payable as a result of the original period of Credited Service.

If the employee is survived by a spouse eligible for a death benefit, such a benefit equal to the present value of the vested Accrued Benefit based upon any Credited Service earned during the period of reemployment shall become payable.

- 17.5(l) Plan Termination: In the event of the discontinuance of the Plan, Plan assets shall first be used for the payment of benefits and expenses of the Plan. Any remaining assets shall be distributed in accordance with the Income Tax Act and applicable provincial law.
- 17.5(m) Board of Administration: A Board of Administration consisting of three Company and three Union members will be established to jointly assure the proper administration of the Plan.
- 17.5(n) Copies of Reports to be Furnished to Union: Copies of actuarial valuations of the Plan and copies of certificates required by law shall be furnished to the Union.

#### Section 17.6 Changes to the Current Plan.

Subject to action by the Company's Board of Directors and to the approvals specified in Section 17.2, all provisions of The Boeing Canada Operations Ltd. Winnipeg Division Unifor Bargaining Unit Employees' Pension Plan are to remain unchanged with the exception of the following amendments:

- 17.6(a) Accrued Benefit: The Accrued Benefit for each employee in the service of the Company on or after January 1, 1991 will be equal to \$20.00 per month for each year of Credited Past Service and \$26.00 per month for each year of Credited Future Service.
- 17.6(b) Early Retirement Reductions: For employees who are active on or after July 11, 1993, an employee retiring from the service of the Company on an Early Retirement Date prior to age 62 will receive their Accrued Benefit reduced by 1/4% for each month that the Early Retirement Date precedes the first of the month coincident with or next following the employee's 62nd birthday. The benefits will be further reduced if the employee retires under the Spouse Option.
- 17.6(c) Form of Payment: For employees who are active on or after July 11, 1993, an employee may elect to receive their retirement income guaranteed for 5 years,

10 years or 15 years. Such retirement income shall be actuarially reduced to provide the guarantee period, and for the member's life thereafter.

- 17.6(d) Service Credit: Compensated hours of service for Credited Future Service after January 1, 1991 shall include paid vacation, paid holidays, paid sick leave, up to 17 weeks for maternity leave, up to 10 weeks parental leave, up to 26 weeks while entitled to Weekly Disability benefits, up to 26 weeks while entitled to Workers Compensation benefits, overtime (at straight time) and the first thirty days of any Company approved leave of absence and for all time spent on Union business reimbursed to the Company.

#### Section 17.7 Changes to the Plan Effective January 1, 1996

- 17.7(a) Accrued Benefit: For employees who retire on or after January 1, 1996, the accrued benefit will be \$27.00 per month for each year of Credited Service earned between January 1, 1991 and December 31, 1995, and \$30.00 per month for each year of service for years beginning January 1, 1996.

#### Section 17.8 Changes to Plan Effective January 1, 2002

- 17.8(a) Accrued Benefit: The accrued benefit will be \$43.00 per month for each year of Credited Future Service earned on or after January 1, 1991. For greater clarity, this improvement shall apply to all employees in the service of the Company, as at July 11, 2002, and employees who have recall rights as at July 11, 2002.

Notwithstanding the above, an employee who retires or dies on or after January 1, 2002 will be eligible for the accrued benefit of \$43.00 per month for each year of Credited Future Service between January 1, 1991 and the date of retirement and death.

#### Section 17.9 Changes to Plan Effective January 1, 2005

- 17.9(a) Effective January 1, 2005, the accrued benefit will be \$46.00 per month for each year of credited future service earned on or after January 1, 1991.
- 17.9(b) Effective January 1, 2006, the accrued benefit will be \$49.00 per month for each year of credited future service earned on or after January 1, 1991.
- 17.9(c) Effective January 1, 2007, the accrued benefit will be \$51.00 per month for each year of credited future service earned on or after January 1, 1991.

Notwithstanding the above, an employee who retires or dies on or after January 1, 2005 will be eligible for the accrued benefit of \$51.00 per month for each year of credited future service between January 1, 1991 and the date of retirement or death. In addition, if not an employee as at July 11, 2005, or otherwise covered above, but is an employee as at January 1, 2005 (including employees in layoff status who have recall rights as at January 1, 2005) then the benefit in effect prior to January 1, 2005 shall apply.

#### Section 17.10 Changes to Plan Effective January 1, 2009

- 17.10(a) Effective January 1, 2009 the accrued benefit will be \$58.00 per month for each year of credited future service on or after January 1, 1991, for all active employees.

#### Section 17.11 Changes to Plan Effective January 1, 2012

- 17.11(a) Effective January 1, 2012 the accrued benefit will be \$63.00 per month for each year of credited future service on or after January 1, 1991, for all active employees.
- 17.11(b) Effective January 1, 2014 the accrued benefit will be \$64.00 per month for each year of credited future service on or after January 1, 1991, for all active employees.

#### Section 17.12 Changes to Plan Effective October 1, 2018

- 17.12(a) Effective October 1, 2018, the accrued benefit will be \$82 per month for each year of credited future service on or after January 1, 1991, for all eligible active employees.

- 17.12(b) EARLY RETIREMENT ELIGIBILITY REDUCTION FACTOR  
Effective October 1, 2018, the Retirement Plan for Employees of Boeing Canada Technology, Ltd. ("the Plan") Early Retirement Eligibility Reduction Factor will be modified to provide an unreduced pension from the Plan for employees that are on the active payroll and represented by UNIFOR Local 2169 as of June 16, 2018 and upon retirement both (A) will be at least age 58, and (B) have attained eighty (80) or more points in the Plan. Any employee who terminates and commences pension benefits either (i) prior to attaining age 58 or (ii) with fewer than eighty (80) or more points will receive the existing provisions of the Plan. The Early Reduction Factors for ages 55 through 62 without 80 points are to remain unchanged with 3% per year reduction from age 62. For clarity, early retirement reductions for members in deferred status remain unchanged.

- 17.12(c) DB PENSION ACCRUALS TO CEASE AND DC ACCRUALS TO COMMENCE  
All pension accruals under the Retirement Plan for Employees of Boeing Canada Technology, Ltd. ("the Plan") will cease effective 11:59 p.m. on December 31, 2018. After December 31, 2018, no further benefits will accrue under the Plan. Benefits for current employees who are participants in the Plan will be determined based on their pension accrual calculated as of December 31, 2018. This cessation of pension accruals will not result in the loss of any pension benefits accrued through December 31, 2018. Plan participants on the active payroll, or on an authorized leave of absence on December 31, 2018, will become 100% (one-hundred percent) immediately vested in their accrued benefit effective December 31, 2018. Service performed after December 31, 2018, will not be counted for any purpose except for eligibility for early and disability retirement benefits, and as otherwise required by law.

Permanent employees hired before June 11, 2018 who have not met the eligibility requirements under the Plan as of June 11, 2018, will be enrolled in the Plan effective July 1, 2018 (waiting period waived) and will accrue DB pension benefits through December 31, 2018

17.12(d) TRANSITIONAL COMPANY CONTRIBUTION FOR EMPLOYEES HIRED OR REHIRED BEFORE JUNE 11, 2018 AND PARTICIPATING IN THE PLAN

Each pay period the Company will contribute to the DC RPP component of the Plan the following Transitional Company Contribution percentages of a Plan participant's Eligible Pay for each period. Eligible Pay for the Transitional Company Contribution is defined as base pay including shift differential. Employees will immediately be 100% vested in the Transitional Company Contribution.

Transitional Contribution Period	Transitional Company Contribution
January 1, 2019– December 31, 2019	3%
January 1, 2020– December 31, 2020	3%
January 1, 2021– December 31, 2021	2%

Employees who were hired or rehired before June 11, 2018 who subsequently become rehired on or after June 11, 2018 will not be eligible for the Transitional Company Contribution as stated above.

Nothing in this Article 17 will be subject to the grievance and arbitration procedure of Article 11 of the Articles of Agreement.

17.12(e) DEFINED CONTRIBUTION PENSION PLAN (DC RPP)

There will be a newly-created DC RPP component of the Plan called (Defined Contribution Pension Plan) ("DC RPP") subject to its terms and conditions as they may be amended by the Company from time to time. Eligible Employees must join the Plan the first day of the month following the first full calendar month of continuous employment with the Employer.

(i) Employees Hired or Rehired On or After June 11, 2018

Employees hired or rehired on or after June 11, 2018, and having satisfied the DC RPP eligibility period, will be eligible for a Company Matching Contribution under the DC RPP equal to 100% of the employee required minimum of one percent (1%) to a maximum of six percent (6%) of the employee's Eligible Pay through December 31, 2018. Eligible Pay for the DC RPP Employee Contribution is defined as base pay including shift differential. Employees will be 100% immediately vested in this Company Matching Contribution. This contribution will be in lieu of any RRSP contribution that was previously negotiated.

(ii) Employees Hired or Rehired Before June 11, 2018 and Participating In The Plan

Permanent employees hired before June 11, 2018 and having satisfied the Plan eligibility period will be eligible effective January 1, 2019 to participate in the DC RPP component of the Plan. Each pay period, the Company will make a Company Matching Contribution under the DC RPP. Eligible Pay for the DC RPP Employee Contribution is defined as base pay including shift differential.

Effective January 1, 2019, and each January 1 thereafter, (or as soon as administratively feasible) employees having satisfied the DC RPP eligibility period, will be automatically enrolled at the employee required minimum

percentage below. All participants on each subsequent January 1, will have contributions increased with a one (1) percent escalation annually, up to six (6) percent of Eligible Pay. Each pay period, the Company will make a Company Matching Contribution under the DC RPP equal to 100% of the employee required minimum below to a maximum of six percent (6%) of the employee's Eligible Pay. Eligible Pay for the DC RPP Employee Contribution is defined as base pay including shift differential.

Employee contributions will be administered in accordance with the DC RPP provisions and procedures.

- All existing, or newly hired or rehired employees on or after January 1, 2019, and having satisfied the eligibility period, will be automatically enrolled at a rate of two (2) percent of Eligible Pay (as defined in the Plan) on a pretax basis.
- All existing, or newly hired or rehired employees on or after January 1, 2020, and having satisfied the eligibility period, will be automatically enrolled at a rate of three (3) percent of Eligible Pay (as defined in the Plan) on a pretax basis.
- All existing, or newly hired or rehired employees on or after January 1, 2021, and having satisfied the eligibility period, will be automatically enrolled at a rate of four (4) percent of Eligible Pay (as defined in the Plan) on a pretax basis.
- All existing, or newly hired or rehired employees on or after January 1, 2022, and having satisfied the eligibility period, will be automatically enrolled at a rate of five (5) percent of Eligible Pay (as defined in the Plan) on a pretax basis.
- All existing, or newly hired or rehired employees on or after January 1, 2023, and having satisfied the eligibility period, will be automatically enrolled at a rate of six (6) percent of Eligible Pay (as defined in the Plan) on a pretax basis.

Employees have the option to change their voluntary contributions above the minimum required at any time up to the maximum allowable under legislation.

All employees covered by this Agreement may participate in the DC RPP for the duration of this Agreement as set forth below and subject to the terms of the DC RPP Plan, as amended from time to time pursuant to the procedures set forth in the DC RPP plan document.

Employees will be eligible to participate as, to the extent, and under the terms provided in the official DC RPP plan document.

The Company, through the persons and process specified in the DC RPP plan document, reserves the right to amend the DC RPP (i) to satisfy all requirements of applicable law and regulations, including without limitation the Manitoba Pension Commission and the Canadian Revenue Agency, all as amended from time to time; and (ii) to discuss in advance with the union alterations, amendments, and/or modifications of any or all terms of the DC RPP. All terms and conditions of the DC RPP, as it may be so amended or modified will apply to employees covered by this Agreement. Notwithstanding the foregoing, the Company will not change either the amount of the Company Contribution or the rate at which matching contributions are allocated to employees covered by this Agreement, during the term of this Agreement, without the concurrence of the Union.



The Company shall not be required or obligated to provide any information to the Union that the Company determines to be proprietary or confidential. Any information or other financial information or data will be provided at the Company's discretion if the Company deems it necessary or appropriate for Union review. If the Company determines that such information should be released, the Union and/or its representatives may necessarily be required to execute a confidentiality agreement before such information is released. At the Union's request, the Company will provide the Union with copies of communications provided generally to DC RPP participants who are covered by this Agreement. Any information that is released to the Union and/or its representatives will be held confidential and shall not be utilized by the Union and/or its representatives for any purposes that do not directly relate to the DC RPP.

Neither anything in Article 11 nor any issue involving employees' participation in or benefits under the DC RPP will be subject to the grievance and arbitration procedure of Article 11.

The Company is committed to offering programs and tools that assist employees in developing and achieving their long term financial goals. To help employees be successful in planning and saving for their retirement, the Company may provide an advisor service to Plan Participants with account balances in the DC RPP. ("Plan Participants" means anyone with an account balance in the DC RPP, irrespective of their union representation status.) Additionally, fee-for-service professional account manager options may be offered as part of the service, which any Plan Participant in the DC RPP may elect.

The Company and the Union agree that retirement planning and investment advice services option(s) that may be made available to Plan Participants in the DC RPP as set forth in contracts between the Company and the service provider(s) (the "Contracts"). In the event of a conflict between this Understanding and the Contracts, the Contracts will prevail in every case.

While it is anticipated that these tools and services will continue, the Plan Administrator of the savings plans may in its sole discretion with notification to the union, change the service provider(s), modify the services provided, or terminate the services in whole or part. In the event guidance from applicable governmental authorities restricts or limits participation in retirement planning and investment advice or professional managed account services, the services offered will be adjusted in accordance with such guidance without further discussion or negotiation with the Union. Notice of a service provider change, a change to the services provided, or termination of the services will be provided to the Union as is required for Plan Participants.

## ARTICLE 18

### UNION SECURITY

All employees who, on the date of the signing of this Agreement, are Union Members in good standing, or may become Union Members in good standing, shall as a condition of employment maintain Union membership. All employees who, as of the effective date of this Agreement are not Union Members, shall not be required to become Members as a condition of employment. All new employees hired after the date of signing of this Agreement, shall be required to become Union Members as a condition of employment.

## ARTICLE 19

### CHECKOFF

1. The Company agrees to deduct one Union initiation fee, re-instatement fees as authorized by the Constitution of the Union, and Union dues each month as may be chargeable by the Union from the wages of each employee in the bargaining unit who is a member of the Union and this amount shall be forwarded by the Company to the Union. The Company also agrees to deduct an amount equal to the Union dues each month from the wages of each employee in the bargaining unit who are not members of the Union and this amount shall be forwarded by the Company to the Union. The deduction as aforesaid shall commence in the month following the month this Agreement becomes effective.
2. In the event an employee's wages, earned during the first payroll period ending in any month, are insufficient to cover the deduction for current monthly Union dues the Company will deduct the amount owing therefore from wages earned during one of the subsequent payroll periods ending in the same month or following month.
3. The Company's obligation to make such deduction shall terminate automatically upon the termination of employment with the Company of the employee or upon their transfer to a unit or job not covered by this Agreement.
4. The Company shall on or before the 7th calendar day after the payday when dues are deducted, furnish to the financial secretary of the Union, a written statement covering, for the current calendar month, the following
  - a) the total amount of initiation fees and dues deducted;
  - b) the names, employee number, labour grade, the current hourly wage rate, including COLA, the regular hours in which the national dues are calculated, the amount of local dues deductions, the amount of national dues deductions from each employee;
  - c) the names of employees from whose wages no deductions were made because their pay cheques were insufficient to make the appropriate deductions;
  - d) the Company shall at the same time, remit to the financial secretary of the Union its cheque for the amounts as shown under items a), herein.
5. The Company will indicate on the "T-4" form, the amount of Union dues deducted during the previous year.
6. The Union agrees that it will indemnify and save the Company harmless from any and all liability, claim, responsibility, damage or suit howsoever founded which may arise out of any action taken by the Company in accordance with the terms of this Article.

## ARTICLE 20

### DURATION

The agreement shall be effective from the sixteenth (16<sup>th</sup>) day of June, 2018 to and including the sixteenth (16<sup>th</sup>) day of June, 2023. Either party shall be entitled to give notice in writing to the other party as provided in The Labour Relations Act of Manitoba of its desire to negotiate a new collective agreement to take effect upon the expiration of this agreement at any time within a period of not more than 90 days or less than 30 days before the expiry date of the agreement. Following such notice to bargain the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.

It is agreed that to extend this agreement beyond the expiry date of the sixteenth (16<sup>th</sup>) day of June, 2023, for any stated period acceptable to the parties and in accordance with The Labour Relations Act of Manitoba, the parties must agree to such an extension in writing.

Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

APPENDIX A  
LABOUR GRADES AND CLASSIFICATIONS

GRADE	1	
GRADE	2	
GRADE	3	
GRADE	4	Cratebuilder Storekeeper Technician Plastic Technician Trimming
GRADE	5	Driver Expeditor Maintenance Assistant N.C. Machine Operator N.C. Trim and Drill Operator Technician Assembly Rework Trainee
GRADE	6	Riveting Machine Operator Shipper Painter Rework Technician
GRADE	7	Inspector
GRADE	8	Autoclave Operator Laboratory Technician Nondestructive Inspection Technician B Tooling Technician B Welder
GRADE	9	
GRADE	10	HVAC Mechanic Inspector Tooling Tooling Technician A Machinist Maintenance Mechanic Coordinate Measuring Machine Operator
GRADE	11	Maintenance Electrician Nondestructive Inspection Technician A

APPENDIX B  
OCCUPATIONAL GROUPS

	<u>FAMILY NAME</u>	<u>GRADE</u>	<u>JOB CLASSIFICATION</u>
1	Autoclave	8	Autoclave Operator
2	Laboratory	8	Laboratory Technician
3	Machinist	10	Machinist
4	Maintenance	11	Maintenance Electrician
		10	HVAC Mechanic
		10	Maintenance Mechanic
		5	Maintenance Assistant
6	Painter	6	Painter
6	Inspection	10	Inspector Tooling
		10	Coordinate Measuring Machine Operator
		7	Inspector
7	Stores	6	Shipper
		5	Driver
		4	Crate Builder
		4	Storekeeper
8	Assembly	6	Riveting Machine Operator
		5	Technician Assembly
9	Trim	5	N.C. Trim and Drill Operator
		4	Technician Trimming
10	Plastics	6	Rework Technician
		5	Rework Trainee
		5	N.C. Machine Operator
		4	Technician Plastic
11	Tooling	10	Tooling Technician A
		8	Tooling Technician B
12	Welder	8	Welder
13	Nondestructive Inspector	11	Nondestructive Inspection Technician A
		8	Nondestructive Inspection Technician B
14	Expeditor	5	Expeditor

## RULES GOVERNING THE APPLICATION OF JOB DESCRIPTIONS

The following rules shall govern the application and interpret the intent of job descriptions and will be followed when job descriptions are revised or added to the plan:

1. The Determining Duties and Responsibilities are those elements of the job which distinguish it from higher or lower graded work. Performance of Associated or Incidental Duties and Responsibilities alone is not sufficient to determine a classification. It is intended that such associated or incidental duties shall not be distinguishing elements or determinants of a level of difficulty but are stated either for descriptive purposes or because they are integral and necessary parts of the job.
2. When paragraphs under Determining Duties and Responsibilities are numbered 1, 2, 3, etc., each paragraph is considered an alternative requirement.
3. An employee normally will perform some of the work of higher rated jobs and some of the work of lower rated jobs in the performance of their work assignment. The normal duties of any employee may include:
  - a) Assistance to others including demonstration of work to be performed and explanation of work area procedures.
  - b) The use of proper hand and power tools and special shop equipment required to facilitate the work assignment.
  - c) The submission of their completed work assignment or any portion thereof to inspection.
  - d) The reporting of any job handicaps such as errors in materials, tools, etc., in accordance with shop procedure outlined by supervisor.
  - e) The transmittal of pertinent information of own job to supervisor.
  - f) Obtaining and maintaining required licenses and certification.
  - g) Cleaning and maintaining work area.
  - h) Move and expedite parts, materials and assemblies within the plant and office location as required. This includes any bargaining unit employee moving other bargaining unit employee part, materials, and assemblies from or to the next or preceding step in the manufacturing process or between support functions.
  - i) The use of automated tools and automated equipment required to facilitate the work assignment. Automation is defined as the use of equipment, machines, tools that incorporate electronics, software/hardware and technology to improve the manufacturing and support processes.
4. Work assignments shall be in accordance with established job descriptions. This shall not restrict the right of the Company to alter work functions or to formulate new job procedures and begin work thereon, nor shall it restrict the right of the Company to delete obsolete job descriptions and to notify the Union of such deletions. The Company shall have the right to make work assignments and require the employees to comply

with such assignments. This shall not prevent the employees and/or the Union from processing complaints or grievances arising from alleged mis-assignments.

5. The employee is required to perform the work operation and duties described in or appraised as being covered by their job description with only a normal amount of guidance.
6. Any employee may be relieved of this normal classification assignment and assigned to teach and instruct on a full work time basis.
7. Lead Hand Definition:

Lead on the part of any selected employee means to delegate as authorized, a portion of their allocated work to employees assigned to work with them and pass on sufficient information to enable those employees to accomplish their work in a manner that will result in economy, quality and efficiency.

Employees selected to perform Lead Hand responsibilities will:

- a) Perform work, usually the most difficult, of the classifications led.
- b) Demonstrate, and instruct employees in, work of the classifications led.
- c) Be responsible for furnishing and interpreting accurate required information to assigned employees and others associated with the work.
- d) Plan, sequence, coordinate, check work and eliminate ordinary difficulties with assigned employees and others associated with the work.
- e) Individually and in groups, make detailed daily and overtime work allocations, including area housekeeping and management approved shift/work centre transfers, as instructed by the supervisor, in conformance with the classifications of employees being led, but will not make basic work assignments which affect the classification of employees.
- f) Normally lead ten assigned employees, but will lead at least one assigned employee.

Employees selected to perform Lead Hand responsibilities shall not make any recommendations concerning employment, release, transfer, upgrading or disciplinary action relative to other employees, or be directly responsible for the quantity or quality of work produced by other employees. This does not preclude a Lead Hand from providing management information on areas of concern within the work centre(s).

8. Team Lead Definition:

In a continuous effort to support the business model and lean initiatives, lead and guide production teams in one or more areas of the plant, the Company may implement Team Lead Positions.

Employees selected to perform Team Lead responsibilities will engage in some or all of the following as instructed by their manager:

- a) Work within an assigned area or areas.



- b) Demonstrate and instruct employees in work of the classifications led.
- c) Furnish and interpret accurate required information to assigned employees and others associated with the work.
- d) Plan, sequence, coordinate, check, and lead work with assigned employees and others associated with the work to eliminate difficulties. Monitor, address and recommend inventory levels within the assigned area.
- e) Individually and in groups, assign detailed daily and overtime work allocations, including area housekeeping, in conformance with the classifications of employees being led; will not make basic work assignments which affect the classification of employees.
- f) Understand the team's key performance indicators and aid in implementing processes to improve production, performance and efficiency of teams.
- g) Evaluate, analyze and address production problems, issues and concerns.
- h) Uses Systematic Problem Solving to lead the team through the resolution of production problems.
- i) Lead communication efforts. Work with other departments and organizations to help resolve production related issues.
- j) Facilitate team meetings.
- k) Performs (fills in) the roles of vacant positions due to absent bargaining unit employees within the work center(s).
- l) Will lead at least one (1) assigned employee

Employees selected to perform Team Lead responsibilities shall not make any recommendations concerning employment, release, transfer, upgrading or disciplinary action relative to other employees, or be directly responsible for the quantity or quality of work produced by other employees. This does not preclude a team lead from providing management information on areas of concern within the work centre(s).

No employee will be appointed to the role of Team Lead during their probationary period. In the event the company is considering promoting an employee to the role of team lead who has been employed less than 6 months, the Company will have meaningful discussion with the Union prior to appointment.

9. Webster's New International Dictionary, Third Edition, Unabridged, by G. C. Merriam Company, will be used to establish the meaning of words and phrases used in the job description.

## JOB EVALUATION

1. The job evaluation plan, including the Formula, Rules and the job descriptions, titles and evaluations made there under as existing on the date of this Agreement, shall be and are hereby made a part of this Agreement.
2. During the life of this Agreement the Company will determine the necessity of any changes in job functions, descriptions and/or evaluations, and will prepare appropriate descriptions and job titles to cover any such changes. The Company will evaluate any new or changed job classifications so arising by application of the job evaluation formula and forward the new or changed job description to the Union, being free immediately to apply the change in operation. In the event the Union disagrees with the evaluation made of such new or changed job as described, it may within thirty (30) calendar days from the date the new or changed job description is forwarded by the Company challenge that evaluation on the basis of the job evaluation formula. The Company and the Union representatives thereupon will meet for the purpose of reaching agreement. If no agreement is reached within thirty (30) calendar days after receipt by the Union of the new or changed job description, the matter promptly will be referred to arbitration under Article 11, unless the period is extended by mutual consent of the parties.
3. In the event of a dispute as to the existence of a change in job functions, such dispute may be referred to the grievance procedure as set forth in Article 11, after 90 calendar days from the date the Union makes a request for a new description to cover a change in job functions, provided that this paragraph shall apply only in cases where the Union claims that the job functions as changed no longer are covered by an existing job description and that the change in job functions has been so extensive as to justify a change in labour grade of employees assigned to the work in question.
4. If the Union challenges the evaluation of any new or changed job classification as to which the Company has submitted a revised job description to the Union, and it is determined that the job is evaluated improperly, the Company will pay each employee involved at the corrected rate for time in which the employee has performed the determining duties specified in the job description subsequent to the date on which the Union notifies the Company in writing of its challenge of the job evaluation and within thirty (30) calendar days prior to that date.

Unifor  
and its Local 2169

Re: Agreement on Shop Representative Coverage

This is to confirm our agreement that the Union will ensure that an existing shop committee representative is available to provide representation on evening and midnight shifts as required by the Company. In the event that the evening and midnight shift representative is not available, or has already worked their scheduled shift, another elected representative will adjust their schedule at no additional cost to the Company.

If in the event the evening and midnight shift shop representative is sick or on vacation and Union support is required and there are no representatives in the building, the Company will call in a shop representative and they will receive call-in pay in accordance with the collective agreement.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Company Rules and Regulations

The Union acknowledges that the Company has the right to make and alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

Any changes to these rules and regulations will be meaningfully discussed with the Shop Committee at least five (5) days prior to publication.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Contractors

The parties agree that contractors shall be permitted to perform any work of the storekeeper classification in the plant.

No permanent storekeeper as of November 1, 2017 will be surplusd or laid off as a result of the above.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Co-operative Work Experience

It is understood that the Company supports selected educational institutions in providing cooperative work experience specifically in areas related to aerospace and manufacturing.

The Company and the Union agree that students from selected educational institutions may as part of their training, perform production work only with the direct participation of a bargaining unit employee normally assigned to that work. Such production work as it applies to training will be restricted to the amount necessary to provide basic knowledge of the process to the individuals being trained. It is expected that Bargaining Unit employees will work with these students to support the training process.

It is further agreed that no bargaining unit employee will be displaced by this activity, and that no bargaining unit employee will be reclassified, reassigned or have their shift changed as a result of this activity. The Company will notify the Union in advance of the placements and will discuss and resolve any issues that may arise from the work activity defined in this letter.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Employee Benefits

This will confirm the agreement between us that the following employee benefits shall continue:

1. parking and hydro
2. lunch room subsidy (current cost to the Company)
3. first aid facilities
4. tools
5. mileage allowance, for use of personal vehicle on Company business, at a rate which may change from time to time and which is applied to the Boeing Canada Operations Limited in general.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Essential Skills

The parties agree that the continued development and support of essential skills training for employees is important to everyone.

To that end, the Union and the Company agree to work jointly through the Education Committee to develop and support training initiatives to increase the level of essential skills in all our employees and are committed to resolving any training issues that may arise.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison



Unifor  
and its Local 2169

Re: Gainsharing

The Company agrees to continue the existing Gain Share Plan for the duration of the current collective bargaining agreement in accordance with the official plan document.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Interpretive Services

This will confirm the agreement between us that the Company will continue to provide interpretive services for the deaf through an independent agency. Such services will be provided on an as required basis including medical examinations required by the Company as described in Section 14.1 of the Collective Agreement. Services provided on the premises of the Company shall in no case average less than three half days per week.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Investigatory Meetings

This will confirm the agreements between the Union and the Company concerning Union involvement in discipline, and investigatory meetings with represented employees:

- (1) The Company will ensure that a committee person is present during an investigatory interview or interviews between a Human Resources representative, a Manager and an employee who may be subject to disciplinary action or an employee who may have been witness to the incident precipitating the investigation. The committee person will participate in the interviews only for the purpose of clarification of facts from the employee and Company.
- (2) Upon request of the employee, the employee's committee person will be present when the employee is given a written reprimand. The committee person will not participate in the discussion with the supervisor and the employee.
- (3) If an employee is reprimanded in writing and such reprimand is placed in the employee's personnel folder, a copy of the reprimand shall be given to the employee upon request. Reprimands antedating a period of twelve months excluding leaves of absence and/or layoff status during which no additional written reprimands involving the same subject (example: attendance) have been received will be expunged from the employee's personnel folder.
- (4) An employee suspended or discharged will be advised, prior to the administration of discipline, of their right to have a Union Representative at the meeting. If the employee desires, the Union Representative will be contacted and given a place and reasonable time for discussion with the employee both prior to and following the scheduled discipline meeting. The committee person will not participate in the discussion with the supervisor and the employee.

The parties agree that nothing in this letter is intended to limit the right of a Manager or supervisor to have private discussions with an employee. It is further agreed that discussions with employees regarding matters in the formal grievance procedure will only occur together with the appropriate committee person.

Sincerely,

ACCEPTED:

Unifor  
and its Local 2169

Stephanie Kimberling  
Director of Human Resources  
Unifor  
and its Local 2169

Russ Harrison

Re: Job Analysis Factor Cap

This will confirm the agreement between us that in the job analysis factor system, Grade 11 will have a cap of seven hundred (700) points.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Job Evaluation – Non-Destructive Inspection Technician

This will confirm our agreement that the Nondestructive Inspection Technician B job classification will be upgraded from Grade 8 to Grade 9 when x-ray requirements are introduced into the job and equipment is in place.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Medical Documentation Reimbursement

This will confirm the agreement reached between the parties that the Company will reimburse the employee for any Company required medical documentation up to \$90.00 upon proof of payment effective June 16, 2018. This reimbursement excludes any medical documentation required under Section 9.4 of the Collective Bargaining Agreement or any medical required which is related to attendance and punctuality.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

Accepted

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Monthly Agenda Meeting

This will confirm that the parties agree to establish the above noted committee, which shall be comprised of the following individuals:

From the Union:                      Chairperson of the Shop Committee  
   President of Local Union 2169  
   Local National Union Representative  
   Shop Committee Persons

From the Company                      General Manager and Directors of Boeing Canada Operations  
   Limited

The Monthly Agenda Meeting shall take place on the first Thursday of every month unless otherwise mutually agreed.

The mandate of the Committee is to provide the Union with an update on the operations and discuss issues of mutual concern relative to the bargaining unit employees and the operation.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Monthly Human Resources – Union Meetings

This will confirm the agreement between us that meetings between Human Resource representative and the Shop Committee will be held once a month to discuss mutual problems.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison



Unifor  
and its Local 2169

Re: Paid Education Leave Fund

The Company agrees to pay into a special fund three cents (3) per hour per employee for all compensated hours for the purpose of providing Aerospace P.E.L. paid education leave. Said paid education leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the Company to the following address:

Unifor  
P.E.L. Paid Education Leave Program,  
205 Placer Court,  
Willowdale, Ontario  
M2H 3H9.

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

Sincerely,

Stephanie Kimberling  
Human Resources Director

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Re: Preferred Shift Selection

OBJECTIVES

The Company and Union have agreed to a shift preference system that will replace the existing language in the collective bargaining agreement. The shift preference system recognizes the principle of seniority while at the same time takes into account operational requirements of the business.

PROCEDURE

- I. The Company retains the ability to establish shifts and shift requirements. The shift preference system will work as follows:
  - A. Employees hired prior to July 11, 2005 shall have the opportunity to declare their preferred shift selection on the first Monday of every month. In the event of Monday being a holiday, Tuesday will be used. These employees will have the option of selecting any available shift.
  - B. Employees hired after July 11, 2005 will have the opportunity to declare their preferred shift selection on the first Monday of every month. In the event of Monday being a holiday, Tuesday will be used. These employees will have the option of selecting any available shift excluding a 2x2 rotating shift option.
  - C. The Company will assign employees hired after July 11, 2005 to an evening or midnight shift subject to availability. Generally, in classifications where current employees are assigned to a 2x2 rotating shift, new hires assigned to evening shift, and current employees assigned through the preferred shift selection process to evening shift, will create a day shift opportunity.
  - D. For the purposes of orienting new hires, the Company may assign those employees to a day shift for a period of up to twenty (20) working days, including overtime. The Company, after discussion with the Union, may extend the orientation period by an additional fifteen (15) working days. Any extension beyond thirty-five (35) working days will require mutual consent of both the Company and the Union. When employees are hired or recalled, they will complete a shift preference form. Recalled employees may be assigned to a day shift for a period of up to twenty (20) working days, including overtime, for orientation and familiarization purposes.
  - E. When declaring their preferred shift selection, employees will have the option to select their preferred shift and whether they are willing to move to obtain their shift or limit their selection to their current work area. Should an employee indicate they are willing to move, they must be willing to move to any work area or site location within their classification. If when offered the shift they decline the move, their name will be removed from the shift preference list immediately and

will remain off the list for a period of six (6) months. The six (6) months will commence the first Monday of the following month and in order for the employee to be added to the list, they must submit a form prior to the first Monday of the seventh month following their decline.

- F. From the submissions, the Company's shift preference administrator will maintain lists of preferred shifts and seniority will be the basis for filling any shift vacancies within a classification. These lists will only be available for Human Resources, the Union and Senior Managers to view. When shift assignments are vacated the Company may decide to fill them. A vacancy may arise when an employee is reclassified, resigns, retires or otherwise terminates employment. A Manager will not arbitrarily assign anyone permanently to a preferred shift without first consulting with the shift preference administrator and the Union.
- G. From the submissions as of the first Monday in December, 2% of the senior employees (rounded up to the next person) per classification will be permitted to bump more junior employees in order to obtain their shift preference, effective the first Monday in March. Only employees willing to move to obtain their shift preference will be considered for bumping. Once the initial list of employees who fall within the 2% for bumping is determined, no other employee shall be permitted to bump a more junior employee in order to obtain their shift. An employee who falls within the 2% for bumping shall be permitted to decline their shift. If, when offered the shift, the senior employee declines the move, their name will be removed from the shift preference list immediately and will remain off the list for a period of six (6) months. The six (6) months will commence the first Monday of the following month and in order for the employee to be added to the list, they must submit a form prior to the first Monday of the seventh month following their decline. The bumped employee will complete a shift preference form within 2 days of being notified and will be placed on the shift that their seniority allows. Beyond the 2% the Company will maintain lists of preferred shifts and seniority will be the basis for filling any shift vacancies/opening within a classification.
- H. Shift openings will be determined by the Company and will be filled by using the lists. In those cases where operationally necessary and no one has declared such shift as a preferred selection, these shifts will be filled by volunteers and then by reverse order of seniority.
- I. Employees who are absent from work for more than thirty (30) calendar days at the time their shift preference opportunity arises shall be by-passed but not removed from their respective list. Exceptions to this may occur by mutual agreement between the Company and the Union.
- J. Employees who change classifications shall have their shift choice carried over to the list of their new classification. The employee will obtain their preferred shift if their seniority permits them to bump a junior employee that is currently on their shift. The bumped employee will complete a shift preference form within two (2) days of being notified and will be placed on the shift that their seniority allows after a minimum of ten (10) working days.
- K. In the event that there is a reduction in the number of shift opportunities within a classification for any shift, the Company will reassign employees to another shift firstly by volunteers and seniority and secondly by reverse order of seniority in order for the most senior employee to maintain their preferred shift.

- L. Bargaining unit employees who leave the unit for a non-bargaining unit position will maintain their preferred shift for a period of eighteen (18) months. Should they return to the bargaining unit within eighteen (18) months they will be returned to their preferred shift provided that there is no senior employee on the shift preference list that has requested that shift and provided that there is a vacancy on that shift. In no way will another employee be displaced from either their shift or area as a result of another employee returning from a non-bargaining unit position. If there is no vacancy on their preferred shift, the returning employee will be put on a shift that is available and submit a shift preference form and follow the shift preference language to obtain their preferred shift.
  - M. Classifications will be able to be excluded from the shift preference process upon mutual consent of the Company and the Union.
- II. The current restrictions process for medical assignments shall continue.
  - III. The parties recognize that there may be issues that arise in respect to this Letter of Understanding and they agree to meet and make every effort to resolve the issues as they arise.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Prescription Safety Glasses, Safety Shoe Subsidy

Prescription Safety Glasses

Effective January 1, 2018, the Company will provide the first pair of prescription safety glasses for employees who require prescription safety glasses in the workplace for the duration of their employment. The Company will also replace prescription safety glasses for glasses damaged while on the job by notifying your supervisor. The Company will also replace prescription lenses (basic lenses with no add-ons not required for work) every two rolling calendar years. Employees will be responsible for purchasing prescription safety glasses to replace their lost glasses or frames as necessary. Company provided prescription safety glasses will be purchased by the Company through Company designated suppliers to be determined by the Company in order to ensure compliance with safety specifications. Employees will be eligible to use the Company designated suppliers for personally purchased prescription safety glasses and may elect to use medical plan benefits if they chose.

Safety Shoes

The Company will reimburse up to \$100 per calendar year of the purchase price of approved safety shoes on proof of purchase to all employees who require safety shoes in the workplace, regardless of work area or work function.

Employees may combine two calendar years entitlement (\$200.00) and obtain reimbursement on proof of purchase.

Any employee may obtain reimbursement of shoes immediately on employment and this reimbursement will be considered that calendar year's reimbursement. The Company will reclaim the reimbursed amount in the case of voluntary probationary termination.

Sincerely,

Stephanie Kimberling  
Human Resources Director

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Reduction in Technician Trimming

Notwithstanding Section 13.4 of the Collective Agreement, in effecting a reduction in the Technician Plastic, Assembly Technician and Technician Trimming job classifications, the following procedure will apply:

1. This procedure shall apply to those employees who are in the following job classifications:
  - 1) Technician Plastic
  - 2) Technician Trimming
  - 3) Assembly Technician
2. During periods of layoff when the Company has determined that no additional layoffs are expected within three months from the last layoff date, the Company will take measures to ensure that in the classification of Assembly Technician, Technician Plastic or Technician Trimming, no senior employee will be subject to layoff from one classification while a junior employee remains in another classification. Any adjustments to the layoffs will be made within the notice period for the last layoff date.

In applying the above, the following conditions will apply:

- a) Employees who have previously declined election to the Technician Trimming classification shall not be eligible;
- b) Employees who decline recall to the Technician Trimming classification shall not be eligible.

In those situations where an employee in the Technician Plastic or Assembly Technician classification does not possess the demonstrated skill and ability or valid training course, but still has more seniority than an employee in the Technician Trimming classification, the Company will offer the employee Technician Trimming training.

- "valid", as used above means the successful completion of applicable course or courses within the previous 12 month period. Any employees under this Letter of Understanding who have previously successfully completed a course or courses as set out and 12 months have elapsed since the completion of this course or courses will be provided refresher training on Company time.

In those situations where training is offered the training will be offered subject to the following conditions:

- Technician Trimming training will be offered to employees via a Letter of Offer to train, on a one-time basis only. Employees shall be given (3) working days to accept or decline the offer.
- Employees who accept the opportunity for Technician Trimming training, and successfully complete the training, must exercise their right to bump into the Technician Trimming job classification upon the successful completion of the training, or as per operational requirements.
- Employees who are offered Technician Trimming training via a Letter of Offer to train, and decline the training for any reason, will not be offered further opportunities for training other than training opportunities offered through the normal posting procedure as per Section 13.3 (a).
- Employees must successfully complete the training prior to bumping to the Technician Trimming job classification.

This Letter of Understanding will expire on June 16, 2023.

Sincerely,

Stephanie Kimberling  
Human Resources Director

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Re: Reduction in Workforce

Notwithstanding Section 13.4 of the Collective Agreement, in effecting a reduction in the Technician Plastic or Trim Technician job classifications, the following procedure shall be followed:

2. This procedure shall apply to those employees who are in the following job classifications:
  - 4) Technicians Plastics
  - 5) Trim Technician
  - 6) Assembly Technician
3. Employees who hold positions in Plastic Technician and Trim Technician job classifications, and whose position will be subject to layoff, may exercise bumping rights from the Plastic Technician or Trim Technician job classification to the Assembly Technician job classification if seniority allows, and if the employee has either previously gained vesting rights, as per Section 13.3 (b), in the Assembly Technician job classification, or possesses valid and successful completion of a course or courses recognized by the Boeing Training & Development Department as applicable for the Assembly Technician job classification.
  - “valid”, as used above means the successful completion of applicable course or courses within the previous 12 month period. Any employees under this Letter of Understanding who have previously successfully completed a course or courses as set out and 12 months have elapsed since the completion of this course or courses will be provided refresher training on Company time.

This provision will only apply in situations where employees in the Plastic and Trim Technician classification, who have more seniority than employees in the Assembly Technician classification, are about to be laid off.

Upon determining the need for a lay-off, the Company will determine how many positions in the Technician Plastic classification are going to be effected. The Company will then generate a seniority list for both classifications and will generate a list of Plastic and Trim Technicians who have more seniority than Assembly Technicians.

In those situations where employees in the Plastic and Trim Technicians classification possess more seniority than an employee in the Assembly Technician position the Company will determine if the most senior Plastic or Trim Technician has the valid course or courses as defined above, to perform the Assembly Technician duties.



These employees will be offered a position(s) as an Assembly Technician in direct proportion to the number of employees about to be affected by the bump or layoff. The employee has three (3) working days to accept or decline the offer.

In those situations where the most senior Plastic or Trim Technician does not possess the demonstrated skill and ability, but still has more seniority than an Assembly Technician the Company will offer after-hours, off-site Assembly Technician training.

In those situations where training is offered the training will be offered subject to the following conditions:

- Assembly Technician training will be offered to employees via a Letter of Offer to train, on a one-time basis only. Employees shall be given (3) working days to accept or decline the offer.
- Employees who accept the opportunity for Assembly Technician training, and successfully complete the training, must exercise their right to bump into the Assembly Technician job classification upon the successful completion of the training, or as per operational requirements.
- Employees who are offered Assembly Technician training via a Letter of Offer to train, and decline the training for any reason, will not be offered further opportunities for training other than training opportunities offered through the normal posting procedure as per Section 13.3 (a).
- Employees must successfully complete the training prior to bumping to the Assembly Technician job classification.

This procedure will be followed by order of seniority until all positions identified for layoff are filled or until all Plastic and Trim employees with more seniority than Assembly Technicians have been canvassed, whichever occurs first.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Return to Work

The Company and the Union agree that the safe and speedy return to work of employees who are unable to perform the full normal duties of their assigned job classification due to an occupational or non-occupational injury or illness is an important mutual goal. In order to achieve this goal when an employee returns to work under the terms of Section 4.6 or Section 9.5(b), the Company will consider a modification of the duties of the affected employee's current position, exhaust other positions within the affected employee's job classification, and then after lateral or lower grade opportunities have been exhausted, and only when mutually agreed to by the Company and the Union, will consider a job classification carrying a higher labour grade.

The Company and the Union agree that the joint Return to Work Committee shall meet on a bi-weekly basis to discuss return to work opportunities for employees off work due to a medical reason and to review employees being accommodated in a different classification who are approaching their 18 month re-assignment as per Section 6.1(b). The committee shall be comprised of three (3) Company representatives, the Union Health and Safety Chairperson and two (2) shop committee representatives.

Prior to an employee returning to work under the terms of Section 4.6 or Section 9.5 (b) and where the accommodation is in a position outside their current classification the employee is required to participate in a joint Return to Work Committee meeting regarding their status.

Sincerely,

Stephanie Kimberling  
Human Resources Director

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Self-Inspection and Acceptance (SI&A)

The parties have discussed Self-Inspection and Acceptance (SI&A) and agree as follows:

I. STATEMENT OF OBJECTIVES

SI&A is a process for building in quality by training and certifying employees to verify their own work.

II. ESSENTIAL SKILLS TRAINING FOR SI&A

- A. A prerequisite for SI&A training is successful completion of essential skills. The assessment and testing for essential skills will be conducted on Company time.
- B. If an employee is unable to pass the essential skill test, they will be required to participate in a maximum of 40 hours of Company paid on hour training.
- C. If after the on hours training, the employee is still unable to pass the test, they will be required to participate in a discussion with the Training Manager.

III. SI&A TRAINING

- A. SI&A training as set out in Boeing Document MI-PA-04.01 will be offered to employees at the Company's expense and on Company time.
- B. Employees who do not successfully complete the SI&A training, through no fault of their own will have no disciplinary or punitive action taken against them, including demotion or shift reassignment, as a result of not successfully completing this training. The Company will continue to support them by providing additional training as set out above in order to help them obtain skills necessary to successfully complete SI&A training.

IV. CERTIFICATION

- A. Employees will be certified and governed as per MI-PA-04.01.
- B. This encompasses the existing job certification requirements outlined under Boeing Support Specification (BSS) 7600 Certification Requirements.

V. MISCELLANEOUS

All promotions, overtime and layoffs shall be done in accordance with the relevant provisions of the Collective Agreement and any applicable Letters of Understanding.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Social Justice Fund

The Company agrees to pay into a special fund one (1) cent per hour per employee for all compensated hours for the purpose of contributing to the Unifor. - Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the fund established by its Board of Directors and sent by the Company to the following address:

Unifor. - Social Justice Fund  
205 Placer Court  
Willowdale, Ontario  
M2H 3H9

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Sub-Contracting

The parties agree that prior to initiating any sub-contracting of work normally performed by represented employees, discussions with the Union will be held.

Moreover the Company and the Union recognize that the movement of work to or from the plant can affect employment levels and is a concern to all parties. Therefore the Union and the Company agree to engage in meaningful discussions around this issue at the monthly agenda meeting.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Summer and Christmas Shutdown Periods

This will confirm the agreement between the parties that Summer and Christmas shutdown periods will be handled by the Company posting volunteer lists in each work centre where there is work available during the shutdown period by asking employees to commit by a set date, for the time during the shutdown that they are able to work. The Company will provide the volunteer lists to the Union prior to the shutdown.

The Company may establish minimum periods of time for which an employee must be available in order to volunteer to work during a shutdown period. From these volunteer lists employees will be chosen by work centre and seniority to fill the requirement for the shutdown period.

Probationary employees would fall within their seniority ranking on the volunteer list per work centre. If the volunteers from the work centre do not meet the requirement, it will be met by posting for volunteers in accordance with the established overtime flowcharts by seniority.

For the weekend at the start of the shutdown period, normal overtime canvassing will occur as per the provisions of the Overtime Letter of Understanding for weekends. Only employees scheduled to work during the shutdown period will be canvassed for overtime during the shutdown period, which will include the weekends at the end of the first and second weeks of the shutdown. Employees will not be charged for overtime opportunity unless they are scheduled to work in the plant at the time the canvassing occurs.

Work areas that are not scheduled to work will have a volunteer list of employees that are available to be called into their work centre by work centre seniority for emergency work. Management will not circumvent the use of the call in lists with employees that are currently working during the shutdown period.

This letter will not apply in situations when there is off-site training for recalled employees.

Sincerely,

Stephanie Kimberling  
Human Resources Director

AGREED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Tool Technician B

The Union and the Company agree to reinstate the Tool Technician B classification under the following terms and conditions;

1. The job description of the Tool Technician B shall be in accordance with the attached document. Any future changes to the description may be subject to the job evaluation language in the collective agreement;
2. The Tool Technician B classification shall be paid at labour grade 8 and will be placed in the Tooling Family Name/Occupational Group;
3. For the purposes of this Letter of Understanding, all existing employees in the Tool Technician A classification will continue to remain in their classification and retain their current rate of pay;
4. All employees who, as of June 16, 2018, have completed the Company-designated off-hours Tool Technician training course will be subject to the terms of the "Tool Technician A Trainee" Letter of Understanding;
5. All future employees who wish to enter into the Tool Technician B classification will be required to successfully complete the pre assessment and then the Company-designated off-hour training course before being placed in the classification, in accordance with the collective agreement;
6. After completing one year as a Tool Technician B, employees will be required to enter the Tool Technician A on-hours training program. Employees will be chosen for this training program by seniority, provided they have successfully completed all the requirements of the Tool Technician B position. Once in the training program, they must successfully complete all requirements including any training, projects and assessments that are required to demonstrate their competency. Should an employee be unsuccessful in any training, assessment or project they will be allowed one additional opportunity to redo the training or project, or retake the assessment. Should the employee be unsuccessful on the second attempt, they shall remain in the Tool Technician B classification, in accordance with the collective agreement;
7. Employees who successfully complete the Tool Technician A training program will be promoted to a Tool Technician A position;
8. The Company will create one overtime group for the Tool Technician B classification and a separate overtime group for the Tool Technician A classification.
9. Notwithstanding point 4 above the "Tool Technician A Trainee" Letter of Understanding will be removed from the collective agreement.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Training Programs

The Company will continue to provide Training Programs that will enable employees to maintain and upgrade skills in their job classifications and become qualified to fill future job openings. Skill training for employees in their job classifications will be based on organizational needs assessment, employee skill assessment and operational requirements. Company provided off-hour training for employees to qualify for future job openings will be offered, where training programs exist and requirements of operations indicate a training need, to employees who apply for and meet the training prerequisites. Selection for training will be by seniority. In order to ensure that meaningful discussions and sharing of information occur between the parties to the Collective Agreement, the Company will provide the Union with the opportunity for input to those plans on a regular basis.

Where new work or processes are introduced into a classification the Company shall attempt to train the most senior employee where practicable.

Prior to the implementation of new training plans or programs the comments and concerns of the Union in the areas of training course needs, content, prerequisites, availability and instruction will be solicited and addressed.

The times and frequency of such meetings will be mutually agreed upon.

Sincerely,

Stephanie Kimberling  
Human Resources Director

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison



Unifor  
and its Local 2169

Re: Union Leaves of Absence - Training

This will confirm the agreement between us that the Company will work with the Union in excusing employees up to ten (10) at one time at the request of the Union to attend training programs, conventions, etc. It is understood that such requests will be made with as much notice as possible and shall be in writing and signed by the President of the Local or their designee.

The Company will pay the employees excused in accordance with the above paragraph for time lost during their regular scheduled shift. The parties will meet to discuss the cost per hour per employee and how the reimbursement to the Company will be arranged.

Sincerely,

Stephanie Kimberling  
Human Resources Director

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Vacation Credit Pro-Rata

It is agreed that vacation credits will be awarded for years of service as follows:

In a vacation earning year in which an employee reaches their fourth anniversary, vacation will be calculated on pro rata basis if that fourth anniversary occurs on or before the 16th day of May. The employee will earn vacation credits at the rate of .833 days per month up to but not including the month of the anniversary, if the anniversary occurs on or before the 16th day of the month. The employee will earn vacation credits at the rate of .833 days/month up to and including the month of the anniversary if the anniversary occurs on or after the 17th day of the month. For subsequent months the employee will earn vacation credits at the rate of 1.33 days/month. A similar pro rata calculation will be done when an employee reaches their 9th anniversary, if that ninth anniversary occurs on or before the 16th day of May, with the vacation credit rate increasing from 1.33 days/month to 1.75 days/month. A similar pro rata calculation will be done when an employee reaches their 24th anniversary, if that twenty-fourth anniversary occurs on or before the 16th day of May, with the vacation credit rate increasing from 1.75 days/month to 1.83 days/month.

Sincerely,

Stephanie Kimberling  
Human Resources Director

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Violence Against Women

The Company and the Union agree that each year on December 6, at 11:00 AM, one minute of silence and lowering of the flag to half-mast will be observed in memory of women killed or injured from violence.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Women's Advocate

The parties recognize that female employees may sometimes need to discuss with another woman unique needs.

For this reason the Company recognizes the role of the Unifor Women's Advocate in the workplace.

The Women's Advocate will be able to request meeting rooms in order to facilitate private meetings with female members.

The Union shall be responsible for all costs for the Women's Advocate including but not limited to lost time, training and travel.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:

Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Autoclave Employees' Lunch and Rest Periods

The Company and the Union agree that it is in the best interests of all parties involved that autoclave operators, when and where operational requirements exist that require an operator to work through their lunch and/or rest period, will be compensated for the time worked through their rest period at the appropriate rate and will not be charged the overtime accumulation for the time worked, as it is not under the operator's control to elect to work the overtime.

It is the Company's and the Union's intent that no employee should work through their rest periods without an operational requirement to do so. However, given the nature and inherent function of the autoclave area, both parties agree that situations will arise where autoclave operators will be required to work through their rest period. In such cases, provided the employee agrees to do so, the Company may assign the employee to continue working without consent from the Union. Where concerns regarding distribution arise, then the Company and the Union agree to meet and have meaningful discussions in an attempt to resolve these issues.

In instances where an autoclave operator works through their rest period(s), they will be permitted to end their shift after having worked eight (8) continuous hours and will be compensated for nine (9) hours. If the employee chooses to work eight and a half (8.5) continuous hours, then the resulting compensation will be for 9.5 hours.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:  
Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Harassment

The Company and Union agree to promote a harassment free environment and agree to jointly ensure that any harassment and bullying in the workplace is not tolerated. In the event of an employee either being accused of or alleging any type of harassment or bullying, both parties will ensure that the allegations are investigated and addressed as soon as possible.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:  
Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Protective Clothing

This will confirm our agreement between us that the following Protective Clothing benefit will continue based on the following criteria:

Category 1 - Specialized protective clothing identified by the Company as necessary to perform the duties and responsibilities within the employee's current job classification shall be provided by the Company within identified limits. Specialized protective clothing is designed to provide additional protection to the employee against physical, electrical, fire/flame, heat, controlled environmental (freezer storage), environmental exposure (shipping and receiving docks) and/or chemical hazards including protection against product contamination and includes cloth (non-disposable) lab/shop/office coats, smocks, shirts, pants, work jeans, high visibility insulated jackets, or coveralls. All employees are required to return specialized protective clothing to the Company upon transfer/reassignment, termination of employment, and retirement.

Quantity – specialized protective clothing paid by the Company for a maximum of three each of one category and/or type as determined by the Company for the job classification and area of work. Quantity may exceed maximum if it is deemed necessary by the Company to ensure appropriate cleanliness due to the type of work performed.

Laundering – paid by the Company when supplied through Boeing issued clothing provider for lab/shop/office coats, smocks, shirts, pants, work jeans, or coveralls.

Reasonable repairs or replacement – paid by the Company due to damage and/or wear while performing assigned duties will be paid by the Company only when supplied through Boeing issued clothing provider for lab/shop/office coats, smocks, shirts, pants, work jeans, or coveralls. Boeing will not be responsible for repairs or replacement if employee elects to not wear Company provided clothing.

Administration - The Contract provider(s), quantity, type and administrative practices for ordering, assigning, controlling and replenishing all approved protective clothing shall be at the sole discretion of the Company.

Category 2 - Inclement weather protective clothing identified by the Company as necessary to perform regular duties outside while at a Boeing location will be provided by the Company. Protective clothing in this category includes winter parkas, winter outer pants, outer rainwear (pant/jacket), CSA approved rain boots with toe protection, winter gloves, winter head/ear protection (balaclavas or toques), CSA approved winter boots with toe protection, and thermal winter socks. Outerwear jackets shall meet high visibility standards. Employees permitted for clothing in this classification includes permanent positions as Maintenance Electrician, Maintenance Mechanic, HVAC Mechanic, Maintenance Assistant and Plastic Technicians performing full-time work as a maintenance janitor. All costs for inclement weather protective clothing shall be subject to defined cost (clothing allowance) and/or quantity limits over the period of the

Collective Agreement. All employees are required to return inclement weather protective clothing to the Company upon transfer/reassignment, termination of employment, and retirement.

Quantity – Inclement weather protective clothing if determined necessary by the Company, shall be limited to annual maximum of \$250.00 per year. Funds from future years may be combined to allow purchases that may exceed the annual limit as long as the total value does not exceed the combined years of the contract period. When combining annual purchase values, no more than one (1) set/piece/type of clothing may be purchased. Clothing above the annual and/or combined contract period value will be the responsibility of the employee.

Laundering – paid by the Company when supplied through Boeing issued clothing provider for outerwear jackets and pants. Employees may launder at their own expense but must follow manufacturers recommended cleaning instructions to ensure ongoing performance of the garment's high visibility protection.

Reasonable repairs or replacement - Upon receipt of a damaged article of clothing, the Company will repair or replace protective work clothing that is torn or damaged in the course of performing job duties at a Boeing location. Boeing will not be responsible for loss of Company reimbursed clothing or repairs or replacement costs if an employee elects to not wear Company provided clothing.

Administration - The Contract provider(s), quantity, type and administrative practices for ordering, assigning, controlling and replenishing all approved protective clothing shall be at the sole discretion of the Company.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:  
Unifor  
and its Local 2169

Russ Harrison



Unifor  
and its Local 2169

Re: Midnight Shift

A midnight shift will be deemed as one that commences between the hours of 9:00 pm and 1:00 am. This does not change the intent of the company to start the majority of midnight shifts at 11:00 pm but rather reflects the hours where an employee will be compensated for their lunch break. Any employee that normally works a midnight shift but requests a start outside of the identified times will be subject to the work schedule of the shift they have changed to.

This language does not apply to an employee who voluntarily works pre-shift overtime prior to their regular start time.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:  
Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Statement of Work

For the term of the 2018 – 2023 Collective Bargaining Agreement, the Company commits that, absent circumstances beyond the Company's control, the Company will not reduce the work statement for 737 MAX, 737 Inner Barrel, 777X or 787 currently being performed at Boeing Canada Winnipeg, unless such a reduction in work statement is offset with a substantially equal work statement.

Prior to the reduction or addition of specific work statements, the Company shall meet with the Union to explain the change in work statement and its effect on employment.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:  
Unifor  
and its Local 2169

Russ Harrison

NOT TO FORM PART OF COLLECTIVE AGREEMENT

Unifor  
and its Local 2169

Re: All items marked "NOT TO FORM PART OF COLLECTIVE AGREEMENT"

The following items are communications on file, all which have been agreed to by the parties, and shall not under any circumstances form part of the actual collective bargaining agreement.

These items are being included hereafter for the exclusive purpose of providing guidance and clarification to management, Union and the employees covered by the collective bargaining agreement.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

Accepted

Unifor  
and its Local 2169

Russ Harrison

NOT TO FORM PART OF COLLECTIVE AGREEMENT

Unifor  
and its Local 2169

Re: Changes to the Overtime Canvassing Procedure

This message will serve as an official announcement of change in overtime canvassing and requirement procedures that have been agreed upon between the Union and Management. These changes will take place effective October 16, 2000.

- The time frame for employees to accept overtime opportunities has been extended from 1 hour to 1.5 hours.
- For “All Up Weekend” canvassing opportunities, the acceptance cut-off time for all employees will now be 11:00 a.m. Friday morning. When the number of employees required show as “999”, employees should recognize this indicator as an All Up Weekend opportunity.
- The new employee response times are as follows:

For Weekday overtime opportunities:

Shift	Time to Respond
Midnight Shift	3:30 a.m. to 5:00 a.m.
Day Shift	12:00 p.m. to 1:30 p.m.
Evening Shift	8:30 p.m. to 10:00 p.m.

For Weekend overtime opportunities (Not All Up):

Shift	Time to Respond
Day Shift	Thursday, 12:00 p.m. to 1:30 p.m.
Evening Shift	Thursday 8:30 p.m. to 10:00 p.m.
Midnight Shift	Friday, 3:30 a.m. to 5:00 a.m.

For Weekend overtime opportunities (All Up or “999” required):

Shift	Time to Respond
Day Shift	Thursday, 12:00 p.m. to Friday, 11:00 a.m.
Evening Shift	Thursday 8:30 p.m. to Friday, 11:00 a.m.
Midnight Shift	Friday, 3:30 a.m. to 11:00 a.m.

- Those employees who work unauthorized overtime will not be paid.
- Those employees who are on-site training (including other Boeing Winnipeg sites) will still be able to respond to the overtime opportunity at any terminal in either building, this should not be an issue.

- For those employees who are off-site training or on Union business, it is that employee's responsibility to make every effort before their training date to let their Manager know via voice mail and e-mail of their desire to work overtime before the cut-off time, should the opportunity arise. It is in this occurrence only employees may phone their Manager to confirm overtime authorization.

Sincerely,

Stephanie Kimberling  
Director of Human Resources

Accepted

Unifor  
and its Local 2169

Russ Harrison

NOT TO FORM PART OF COLLECTIVE AGREEMENT

Unifor  
and its Local 2169

Re: Overtime Distribution

This is to describe the procedure that will be used by the Company to administer Section 6.4(a) of the Collective Bargaining Agreement:

I. STATEMENT OF OBJECTIVES

The Company and the Union agree that a system which provides for the equitable distribution of overtime opportunities to willing employees is an important part of the Collective Agreement; that the groups be composed of employees in the same classification; and that accurate, up to date records of overtime distribution be maintained. It is further agreed that it is also an important objective that employees make a sincere effort to work the required overtime after agreeing to do so.

II. OVERTIME WORK GROUPS

A. The Company shall establish overtime work groups which shall be the foundation for equitable distribution of overtime.

B. Establishment of New Work Groups

The Company shall strive to maintain a reasonable number of work groups. When it becomes necessary to increase, change or reduce the number of existing work groups, the Company shall meet with the Union's representatives to discuss the changes at least 30 days prior to implementing the changes to the overtime groups. The consultation process shall include a written communication on a form titled, "Overtime Group Change Form."

The Manager shall complete the, "Overtime Group Change Form" clearly describing the need for the change in overtime group(s) and the reason for the change(s). The Union shall have 5 working days from the time they receive the form to provide written communication directly on the form relating to any concerns or issues around the change(s) in overtime groups as described on the form. The parties will subsequently meet to discuss any concerns.

After making every effort to address any issues or concerns that the Union has provided on the "Overtime Group Change Form," the Company retains the right to unilaterally make any required changes.

III. ADMINISTRATION

A. Procedure for Offering and Recording Overtime Opportunities

(i) Management shall be responsible for:

1. Maintaining opportunity list by seniority, in accordance with recognized overtime work groups.
2. Identifying overtime requirement by overtime work group, numbers of employees, length and time required and shift.

3. Authorizing overtime.
- (ii) Management of designate shall be responsible for:
1. Filling the requirement by canvassing employees for available overtime via the Computerized Overtime Lists.
  2. Posting daily the list of people working overtime at least one (1) hour prior to the end of each shift.
- (iii) Employees shall be responsible for:
1. Indicating on the Computerized Overtime Lists their acceptance or refusal of a weekday overtime offer as soon as possible, but no later than two (2) hours prior to the conclusion of their assigned shift. Failure to respond to this offer shall be considered a refusal of offered overtime.
  2. Working the authorized hours of overtime only.
  3. Checking daily the list of people working if they have indicated via the computer their intent in working overtime.

B. Integration of Employees onto Established Lists

Employees who are permanently reassigned to a different overtime work group will transfer all hours accrued in their previous group to their new group and will be immediately integrated into the new group. New hires, recalled employees and employees that have received a change in classification shall be charged with the average of that group and will be immediately integrated in. Employees temporarily reassigned are eligible for overtime in their new overtime group on the Monday following the first full shift of reassignment.

C. Lead Hands/Team Leads

Shall fall into normal rotation within groups.

D. Recording Opportunities

All employees not available at the time of scheduling, or have medical restrictions and refusals are recorded on the overtime record. In the event that Sunday overtime is identified on Saturday, those employees that were not available for Saturday shall not be charged for Sunday. Employees that are called in for emergency situations shall have the call-in hours worked recorded as overtime opportunity. Only the number of employees canvassed which are necessary to fill the overtime requirement will be charged with the overtime opportunity.

E. Administration of Lists

Computerized lists shall be created for each overtime work group in seniority order. Overtime shall be offered from the top of the list (most senior) down, until the requirement is filled. When another requirement is identified, management will continue down the list from the original cut off and provide the additional

opportunity to the next employee(s) on the list that have indicated they want to work until the new requirements are met. If requirements are not met by the bottom of the list, Management will re-canvass employees who were previously canvassed but had originally declined until the requirement is met. If the requirements are reduced, Management will verbally notify those with the highest accumulation of hours that their opportunity has been cancelled. Employees will not be charged for this opportunity. At the end of each week, the computerized list shall be reordered beginning with the employee who has the least number of hours offered and ending with the employee with the most number of hours. Overtime shall be offered based on the reordered list in the same manner as the seniority based original list from top seniority. The order of employees on the computerized list with the same number of hours shall be by seniority order.

In the event of the need for a manual canvass. Management has the option of canvassing each employee in person or can post a list in a designated area for employees to sign up for overtime. If the need for the canvass is determined within one hour of the shift end time, Management can only canvass in person.

F. Weekday Lists

The weekday lists shall divide employees within an overtime group, into first, second, and third shifts. Any overtime requirements shall be offered based on when the available work is to be accomplished. This shall occur as soon as possible, and whenever possible no later than three (3) hours prior to the completion of the shift that is immediately proceeding the shift that the overtime is offered for unless unforeseen circumstances arise that prevent this from occurring. If overtime requirements are determined after the time limit specified above, the Manager of designate will manually canvass the eligible employees on the list.

G. Weekend Lists

The weekend lists shall group all employees by overtime group, regardless of shift assignments onto one list. This list shall be used for canvassing for available overtime opportunity for the weekend. Overtime will be offered according to the employee's place on the list. Overtime hours will be added to the employee's total overtime hours and will form part of their new cumulative total. Initial assignment to this list will be from least to most hours and then averaged into the group.

- i) Management shall make every reasonable effort to make a determination of overtime requirements three (3) hours prior to the completion of first shift Thursday.
- ii) If overtime requirements or additional requirements are determined on Friday and Saturday, then the shift currently working shall be manually canvassed from the all-up list. Under normal circumstances Sunday overtime will be canvassed at the same time Saturday overtime is canvassed.
- iii) Where shift work is required on weekend overtime, the overtime whenever possible shall be offered consistent with the employee's shift assignment in the previous week. If this does not meet operational requirements, employees shall be offered an overtime opportunity on a shift according to employee's place on the list.



- iv) Statutory holidays falling on a Monday shall be included in this weekend overtime agreement

H. Downtime Provisions

In the case of a failure of the Computerized Overtime Lists, overtime shall be offered according to the previous week's lists.

It is the responsibility of each employee to check their cumulative overtime hours each Monday, or as soon as possible thereafter, and to report any discrepancies to their Manager immediately. Complaints shall be confined to discrepancies or changes occurring within the ten (10) calendar days prior to the Monday. If there is no complaint by an employee, or the Union on behalf of the employee in accordance with Article 11, Grievance Procedure, the employee's cumulative overtime hours up to that Monday shall be deemed correct.

I. Overtime Assistance

In the event that an employee is performing their job duties while on overtime and requires assistance in carrying out a specific task, the Company shall have the right to assign another employee regardless of classification or overtime group to provide assistance rather than calling in additional overtime provided that all of the following conditions are met:

- There is no one from the employees own group and shift present in the workplace to assist;
- The employee assigned to assist must be physically capable of performing the particular task;
- All assistance must be of a safe and reasonable nature;
- Assistance shall not exceed a cumulative period of thirty (30) minutes in length;
- Assistance shall not include the determining duties of another classification.

- J. In the event that there are no employees canvassed or currently working in a specific overtime group, an employee from a different overtime group but within the same classification, may perform the work normally performed by that group for up to a cumulative period of thirty (30) minutes.

Sincerely,

Stephanie Kimberling  
Human Resources Director

ACCEPTED

Unifor  
and its Local 2169

Russ Harrison

NOT TO FORM PART OF COLLECTIVE AGREEMENT

Unifor  
and its Local 2169

Re: Voluntary Layoff

The Company and the Union agree that in periods of downsizing, where employees will be laid off, the Company will continue to maintain the right to consider requests for voluntary layoffs. If the Company agrees to allow voluntary layoffs, they would only be considered for employees in job classifications that have been declared surplus and in numbers to be decided by the Company. The process shall include:

- I. A written communication in the appropriate classification(s) notifying them of this opportunity.
- II. A written request from the employee requesting voluntary layoff within the time limit specified.
- III. The Union and Company agree to meet to discuss the amount of layoff benefits for volunteer(s) as referred in article 14.4.

Sincerely,

Stephanie Kimberling  
Human Resources Director

ACCEPTED:

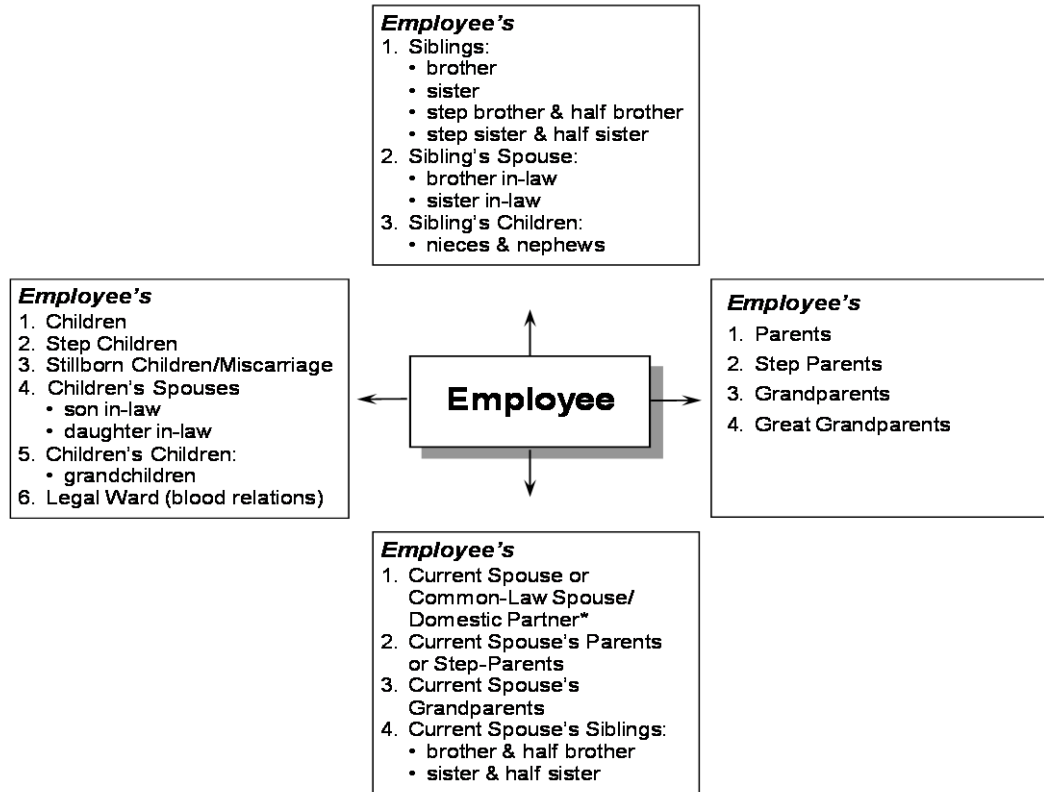
Unifor  
and its Local 2169

Russ Harrison

Unifor  
and its Local 2169

Re: Paid Bereavement Leave – Immediate Family

**Paid Bereavement Leave - Immediate Family**



**Employee's Relatives Not Covered for Paid Bereavement :**

- step grandparents
- miscarriages/stillborns for any other than employee or spouse
- spouse's nieces & nephews
- spouse's step-brothers & step-sisters (no blood relation at all)
- spouse's siblings' spouses
- legal wards (no blood relation)
- foster children, foster parents & foster parents-in-law
- aunts & uncles
- Any other individual considered as a family member but not listed in "Immediate Family", above

Sincerely,

Stephanie Kimberling  
Human Resources Director

ACCEPTED:

Unifor  
and its Local 2169  
Russ Harrison

NOT TO FORM PART OF THE COLLECTIVE AGREEMENT

Unifor  
and its Local 2169

Re: Operating Policy 056 – Attendance Program Policy

The parties agree to the following changes to Operating Policy (OP) 056 – Attendance Program Policy:

Notification Requirements

An employee shall not be absent without first obtaining permission from their Manager except in cases of an emergency, illness, injury or other circumstances not within the control of the employee.

Where an employee is absent, the employee must utilize the call-in line to notify the Company, prior to the start of the employee's scheduled shift, on the first day of the Absence and on each day of Absence thereafter until a return to work date is known. If the call-in line is not functional, the employee shall contact Security. Deaf or hard-of-hearing employees shall call the Deaf Access Line (TDD) or contact their manager via Blackberry or similar device.

APPENDIX A  
OVERTIME

An employee who accepts an overtime shift and then wishes to cancel the shift must notify the Company at least eight (8) hours before the start of the overtime shift by calling the Company's call in line and selecting the cancellation option. If notification of weekend overtime is less than 8 hours from your regularly scheduled shift, there will be no penalty for missing the overtime opportunity. In the event that the overtime shift begins less than eight (8) hours after the employee's current shift ends, the employee will have until the end of their current shift to notify their manager or designate if they wish to cancel the overtime shift. An employee who properly cancels an overtime shift shall not be subject to any penalty as a result of such other than being charged the overtime hours for which the employee was scheduled to work.

Where an employee accepts an overtime shift and does not cancel the shift as indicated above, the overtime shift shall be a scheduled shift.

Notification of Absence from a Scheduled Overtime Shift

In the event that the employee is absent for the scheduled overtime shift, the employee must utilize the call-in line to notify the Company of their absence prior to the start of the scheduled overtime shift. If the call-in line is not functional, the employee shall contact Security. Deaf or hard-of-hearing employees shall call the Deaf Access Line (TDD) or contact their Manager via Blackberry or similar device. A failure to call-in will subject an employee to progressive disciplinary action, up to and including termination of employment.

Sincerely,

Stephanie Kimberling  
Human Resources Director

ACCEPTED:  
Unifor  
and its Local 2169  
Russ Harrison

NOT TO FORM PART OF THE COLLECTIVE AGREEMENT

Mr. Ken Stuart  
National Representative  
Unifor

Dear Mr. Stuart

Re: Late Call In (LCI) Corrective Action

This letter will confirm the Company's agreement to issue a Letter of Direction when a bargaining unit employee fails to notify the Company of their absence prior to the start of their scheduled shift once per attendance year. The time loss for that day will be accepted and coded as Late Call In (I-LCI). Should an employee fail to notify the Company of their absence prior to the start of their scheduled shift a subsequent time in the same attendance year, the incident will be subject to review and determination under OP 056 Attendance Program Policy.

Sincerely,

Jody Cummings  
Manager, Human Resource Business Partners

NOT TO FORM PART OF THE COLLECTIVE AGREEMENT

Unifor  
and its Local 2169

Re: Operating Policy 267 – Domestic Violence Leave

PURPOSE: To define the eligibility and process for domestic violence leave.

AREAS AFFECTED: All

REVISION SUMMARY: N/A

GENERAL:

Definitions:

1. Meaning of “domestic violence”: Domestic violence means an intentional, reckless or threatened action or omission that causes or causes a reasonable fear of bodily harm or property damage, conduct that reasonably in the circumstances constitutes psychological or emotional abuse, forced confinement and sexual abuse.

Who commits “domestic violence”: Domestic violence occurs where a person is subjected to domestic violence by a person who is or has cohabited with the person in a spousal, conjugal or intimate relationship and whether or not they lived together, has or had a family relationship with the person, has or had a dating relationship with that person and is the other biological or adoptive parent of the person’s child, regardless of marital status.

Qualifying for Domestic Violence Leave:

2. An employee, who has been actively employed for at least 90 days, who requires time off due to domestic violence is entitled to take either or both of the following periods of unpaid domestic violence leave in each 52-week period:
  - a.) up to 10 days of leave per year, either intermittently or in a continuous period, and
  - b.) up to 17 weeks of leave per year in one continuous period

An employee who has been actively employed for less than 90 calendar days will be entitled to up to a ten (10) unpaid day’s leave of absence, either intermittently or continuously during the first year of employment.

Employees on probation shall have their probationary period extended by the same amount of time taken under this provision.

3. When an employee takes part of a day for domestic violence leave, it shall be counted as a full day of the leave.

Entitlement to Paid Leave:

4. An employee is entitled up to 5 paid days of domestic violence leave per year.
5. An employee may choose which days they want to be paid for, provided the employee notifies the employer which days are to be paid leave.
6. The employee may use their available vacation credits for the leave period after the 5 day period or may apply for any other Company or statutory benefit that they may be entitled to.

Employee Notice Requirements:

7. An employee who wishes to take either period of leave must give the employer as much notice as is reasonable and practical in the circumstances.

Accepted Reasons for Leave:

8. An employee may take a leave for one or more of the following reasons:
  - a. To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the domestic violence;
  - b. To obtain services from a victim services organization;
  - c. To obtain psychological or other professional counselling;
  - d. To relocate temporarily or permanently;
  - e. To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence; or
  - f. For any other required purpose in accordance with the Provincial Domestic Violence Leave legislation.

Verification of Reason for Leave:

9. The Company requires reasonable verification of the need for the leave.

Administration of the Leave:

10. The period of leave will not count as labour loss for the purposes of calculating sick/personal leave credits, vacation credits, compensated hours for overtime eligibility and pension, or for the Attendance Management Program.
11. An employee may be entitled to benefit coverage for the leave period up to 17 weeks. During the employee's absence, Long Term Disability (LTD) and Voluntary Personal Accident (VPA) premiums will be required to be paid by the employee on a monthly basis in order to maintain the coverage.
12. Requests to extend leave beyond the statutory limits must be submitted in writing and will be reviewed on a case-by-case basis (ref. OP#091, Leave of Absence Without Pay).
13. Acceptance of other employment for pay while on approved domestic violence leave may be cause for termination of employment.
14. Subject to applicable laws, failure to return to work on the expiry day of an approved leave, without a reason acceptable to the Company, may be cause for termination of employment.
15. The employee may be entitled to income support programs provided by the federal government. To learn more, call Service Canada, toll free 1-800-622-6232.
16. Should the Provincial Domestic Violence Leave legislation change the Company reserves the right to make unilateral changes to this policy in order to comply with the legislation.

#### ACTIVITIES:

##### Employee

1. Provides reasonable notice where possible to the Manager for absence.
2. Provides reasonable verification supporting absence due to domestic violence.
3. To apply vacation credits to the leave, the employee will submit an electronic time off request in Kronos or notify their Manager as far in advance as possible.
4. Arranges for payment of the LTD and VPA premiums with HR Benefit Specialist should the leave last longer than 5 months.
5. If the employee wishes to end the 17 week leave period early, the employee will notify their Manager at least two (2) weeks before the day the employee wishes to end the leave.

##### Manager



1. To ensure privacy and confidentiality, reports attendance information in Kronos as a leave of absence unless the employee has requested to use vacation credits and advises Human Resources of situation.
2. Forwards the supporting verification documentation to the HR Generalist, who will coordinate any employee payments required under this policy.

HR Service Coordinator

1. Reviews and approves reported time and validates correct coding to ensure privacy.
2. Keeps a record of all employee leaves.
3. Processes the pay using the appropriate pay code for the 5 day paid leave period as defined the Entitlement to Paid Leave section noted above.
4. Issues a record of employment once the employee starts a period of unpaid absence.
5. Ensures sick and vacation credits are awarded and compensated hours are accounted for correctly.

Sincerely,

Stephanie Kimberling  
Human Resources Director

ACCEPTED:  
Unifor  
and its Local 2169

Russ Harrison

NOT TO FORM PART OF THE COLLECTIVE AGREEMENT

Unifor  
and its Local 2169

Re: Lead Hand/Team Lead Rate Protection

Any employee permanently assigned to a Lead Hand or Team Lead position on June 16, 2018 will receive pay rate premium protection as outlined in the attached *Lead Hand/Team Lead Pay Rate Protection Practice* while in assignment (see bottom of page). This rate protection will also extend to existing permanent Lead Hands or Team Leads who, in the future, are upgraded or downgraded directly to Team Lead or Lead Hand. This rate protection will remain in place through the life of the 2018-2023 Collective Bargaining Agreement.

This letter does not preclude the Company's right to remove any existing Lead Hand or Team Lead from their assignment. However, if an employee is removed from their Lead Hand/Team Lead assignment due to production requirements, their base rate will remain at the maximum for their classification for a one-year period following removal from the assignment. Thereafter, the employee's base rate will return to the appropriate value in their respective labour grade pay scale.

In the event that an employee is removed from their Lead Hand/Team Lead assignment due to performance concerns, the employee's base rate will return to the appropriate value in their respective labour grade pay scale. Should the employee then be returned to a Lead Hand or Team Lead position within one year following removal from the assignment, the Company will apply the pay rate premiums in the *Lead Hand/Team Lead Pay Rate Protection Practice*.

These pay rate premiums will not apply to employees who forfeit their Lead Hand or Team Lead positions.

The below *Lead Hand/Team Lead Pay Rate Protection Practice* will not apply to any employee who is not currently assigned to a permanent Lead Hand or Team Lead position on June 16, 2018.

*Lead Hand/Team Lead Pay Rate Protection Practice*

*An employee assigned in writing by the Company as a Lead Hand shall be paid a premium equal to either one dollar (\$1.00) above their own current base rate or one dollar (\$1.00) above the range maximum for the highest job classification led in their assigned work centre, whichever is the greater. An employee assigned in writing by the Company as a Team Lead shall be paid a premium equal to two dollars (\$2.00) per hour above their own current base rate or two dollars (\$2.00) per hour above the range maximum for the highest job classification led in their assigned area, whichever is the greater.*

Sincerely,

Stephanie Kimberling  
Director of Human Resources

ACCEPTED:  
Unifor  
and its Local 2169

Russ Harrison

## NOTES

## NOTES