

CONVENTION COLLECTIVE AGREEMENT

ENTRE / BETWEEN

ROLLS-ROYCE

ET / AND

LOGE 2468 / LODGE 2468

DISTRICT 11

DE / OF THE

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

L'ASSOCIATION INTERNATIONALE DES MACHINISTES ET
DES TRAVAILLEURS ET TRAVAILLEUSES DE L'AÉROSPATIALE

2012 – 2015

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1.00 PURPOSE OF AGREEMENT

- 1.01 The purpose of this Collective Agreement is to provide for constructive collective bargaining, to promote good industrial relations and economic conditions, and to define the scope of the bargaining process between the parties.

It is also to provide an amicable method of settling any differences or grievances, which may arise with respect to matters covered by this Collective Agreement.

The ultimate aim is to ensure that Rolls-Royce Canada becomes and continues to be a world leading manufacturing base and service provider by achieving customer satisfaction at all times. In order to realize this, there is a need to deliver products and services to the customer on time, to the required level of quality and at the lowest cost.

In order to deliver those customer requirements the Company, the Union and all employees have the duty and responsibility to ensure that the committed schedule adherence is respected. This will require the teams to develop the skills and flexibility to respond to the increasingly variable and unpredictable nature of the Maintenance, Repair and Overhaul and Energy environments.

2.00 RECOGNITION

2.01 The Company acknowledges that Lodge 2468 of the International Association of Machinists and Aerospace Workers has been certified by the Department of Labour of the Province of Quebec as the sole bargaining agent for collective bargaining purposes for: all salaried technical and office employees, as defined in the Labour Code, employed within the Province of Quebec by Rolls-Royce Canada Limited, of 9500 Côte de Liesse Road in Lachine, Quebec. However, the salaried employees performing the following functions will be excluded from the subject Bargaining Unit:

- a) positions requiring the employee to be a member of “l’Ordre des Ingénieurs du Québec”;
- b) all employees of the Human Resources Department;
- c) any employee assigned to a management salary grade;
- d) secretary to the President;
- e) secretary to the Vice-President Finance and secretary to the Vice-President Operations.

The certificate of recognition of the above-described Bargaining Unit has been issued in accordance with the applicable provisions of the Labour Code of the Province of Quebec.

3.00 NON-DISCRIMINATION

3.01 The Company and the Union agree to jointly promote a work environment free of all forms of discrimination and harassment. The Company and the Union further agree that there shall be no discrimination, harassment or intimidation as defined in the Charter of Human Rights and Freedoms and in the Company Policy on harassment and discrimination.

The Company and the Union agree that no employee shall in any manner be discriminated against, coerced or restrained on account of membership or non-membership in a labour related organization.

3.02 The Union and its members shall refrain from the use of propaganda of a nature which attacks the character or reputation of the Company, its officers and supervisory personnel.

3.03 The Company, its officers and supervisory personnel shall refrain from the use of propaganda of a nature which attacks the character or reputation of the Union, its officers and members.

3.04 Either party shall not be held responsible for the actions of individual employees.

4.00 MANAGEMENT PREROGATIVES

4.01 It is the exclusive right of the Company to determine its policies, to direct the enterprise and to retain all functions not specifically curtailed by this Collective Agreement. However, management shall exercise its rights in a manner that is consistent with the terms of this Collective Agreement.

5.00 UNION REPRESENTATIVES AND DELEGATES

5.01 The Company shall, upon request, grant leave of absence without pay to Union delegates, not to exceed three (3) in number at any one time, to attend conferences, conventions and/or seminars, providing not more than one delegate is selected from any one department. Satisfactory proof will be given to the Company for such leave of absence, if required.

However, a request to grant leave of absence for more than three (3) delegates or more than one (1) delegate from any one department can be made to the Director Human Resources or his designate.

5.02 The Union delegates for contract pre-negotiations and contract negotiations may be up to four (4) in number.

5.03 The Company will allow up to twenty (20) working days without pay to the members of the Negotiating Committee for contract pre-negotiations, as specified in clause 5.02, prior to the expiration of the present agreement. These absences will be taken after agreement between the Company and the Union.

5.04 Time off, without pay, will be allowed as required by the Lodge President or his designated representative to transact any Union business.

5.05 An employee elected to fill a full time position as a representative of the Union will, upon a written request to the Company, be granted a leave of absence without pay and with accumulation of seniority for the duration of the term of office.

5.06 The Company may request the Union to suggest alternative delegates or representatives on Union business.

5.07 The Union will give the Company reasonable notice for all leaves of absence for Union business.

5.08 The designated Union representatives shall be paid for the time spent in discussions with the Company representatives. Either the Lodge President or one member of the Grievance Committee is given full-time clearance

5.09 The designated Union representatives shall be listed in a letter from the Union to the Company.

6.00 NOTICE BOARDS AND OFFICE ACCOMODATIONS

6.01 The Company shall provide suitable notice boards for the exclusive use of the Union. All material to be posted on the Union notice boards shall be approved by the designated Company representative.

6.02 The Company will provide the Union with an office on the Company's premises for the purpose of transacting Union business.

7.00 UNION SECURITY AND CHECK-OFF

- 7.01 The Company will deduct initiation fees and Union dues from employees who are or who become members of the Union upon receipt of written authorization.
- 7.02 All employees shall be obliged, as a condition of employment, to consent in writing to a deduction of the equivalent dues from their salary and to sign a check-off authorization, copy of which will be forwarded to the Union.
- 7.03 All deductions, pursuant to clauses 7.01 and 7.02, shall be remitted to the Financial Secretary of the Union before the end of the month following the deduction.
- 7.04 The check-off authorization shall be null and void upon termination of employment or during lay-off.
- 7.05 **N/A**
- 7.06 **N/A**
- 7.07 Employees who have completed their Company probationary period and have been **transferred to Lodge 869** shall continue to accumulate Union seniority for a period of three (3) months. Upon completion of the three (3) months period such persons may revert to their former position or withdraw from Lodge 2468.
- 7.08 Employees **promoted or transferred outside the Bargaining Unit will continue to pay their Union dues** for a period of one (1) month effective from the date of transfer to the non-unionized position. Employees will continue to accumulate Union seniority and may revert to their former position during this period. Such notification will be given to the Union prior to the date of transfer.

8.00 JOB DESCRIPTION

8.01 Employees shall be classified under a job title and job description that summarizes the basic duties, requirements and responsibilities appropriate to the occupation in which they are employed. The Company will take the necessary measures to ensure that job descriptions are respected. However, where there is a business or customer requirement employees can perform tasks within the related occupational groups as defined below, provided they have the skills and competence, in order to deliver the committed schedule.

- a) Within Occupational Group 1
- b) Within Occupational Groups 2 and 3
- c) Within Occupational Group 4
- d) Within Occupational Groups 5 and 6
- e) Within Occupational Group 7
- f) Within Occupational Groups 8 and 9

Employees may be trained and required to perform duties within the Occupational Groups defined above. Whenever necessary and in order to deliver the committed schedule, employees may be assigned outside of their department and occupation for a maximum of five (5) consecutive days and for a total of thirty (30) days per year.

Whenever necessary and in order to deliver the committed schedule, employee groups in a department (excluding members of the lodge 869), will work together and may be required to perform tasks outside their occupational groups for up to a maximum of two (2) days per week per individual and for a total of thirty (30) days per year. In the event of a lay-off or redundancy this paragraph will not apply during the lay-off process.

The team will select employees on a voluntary basis, if no volunteers are identified the company will proceed by reverse order of seniority, first within the employees competent on the required tasks.

The above is to increase short term flexibility at a task level and not to replace 2468 jobs by non-unionized or 869 employees.

8.02 Each classification shall be placed in an occupational group as per appendix « D » for the purpose of **establishing seniority at the time of lay-off.**

8.03 Whenever a new classification is established or an existing classification modified the parties shall negotiate the incorporation of such classification into an occupational group

8.04 An employee who considers that the nature of the work he is performing is of a higher level than his current job level shall submit a written request to his manager, with a copy to the Union and to the Human Resources Department, outlining the reason(s).

The manager must reply in writing within ten (10) working days with a copy to the Union and to the Human Resources Department.

If the manager fails to reply within this time limit, the employee may initiate the grievance procedure unless a delay has been agreed to in writing by the Union.

If the review of the job description results in a change of the job level, **the effective date of the re-grading** will be the date on which the employee requested the review in writing.

- 8.05 Where any job is for any reason re-evaluated, re-written or re-rated in such a manner as to cause its exclusion from the Bargaining Unit, the following procedure must be observed:
- a) the Director, Employee Relations, or his designated representative must chair the Rating Committee meeting;
 - b) following such a meeting, the re-rated job must be submitted by the Human Resources Department to the Union for approval of its exclusion;
 - c) should the parties disagree, they will present the case to the President for settlement;
 - d) in the event of further disagreement, the grievance procedure may be invoked.
- 8.06 When a job description is modified in such a manner to have an impact on its major accountabilities consultation with the Union shall take place **prior to any implementation**.
- 8.07 The Company agrees to notify the Union when a position and/or job description is affected by company reorganization.
- 8.08 The Union recognizes the right of the Company to assess and evaluate its employees in accordance with Company Policy. The Performance Development Review process is not used for disciplinary purposes and/or as part of the disciplinary process.

9.00 JOB POSTING

9.01 All new and vacant positions covered by the Bargaining Unit with the exception of positions covered by Article 10.00 will be **posted electronically and on the notice board for a period of six (6) working days**. Such positions will be posted for a period of eleven (11) working days during the months of July and August

For clarification purposes clause 31.01 takes priority over this clause.

9.02 The Company will post all vacancies as per clause 9.01. The Company will also post other vacancies covering positions outside the Bargaining Unit whenever possible. Rejection of applications for vacancies outside the Bargaining Unit will not be subject to the grievance procedure.

9.03 Employees with seniority may apply online for vacancies.

9.04 No vacancy shall be permanently filled unless it has been posted in accordance with clause 9.01.

9.05 Applications received after the posting period as specified in clause 9.01 will be considered with external applications. Rejection of these applications will not be subject to the grievance procedure.

9.06 An Applicant may review the status of their application online. Employee may consult with the hiring manager for status information.

9.07 The Company will not conduct the official interview of any qualified internal applicant until such time as the position has been posted. However, once posted, interviews of qualified applicants may commence upon receipt of applications.

9.08 The Company will withhold any commitment to any applicant until all qualified internal candidates processed by the Recruitment Officer have been interviewed.

9.09 An employee who applies for a posted vacancy and is unsuccessful shall be given the reason(s) in writing **upon request**. If the employee's application has been rejected, the employee may invoke the dispute stage of the grievance procedure within two (2) working days following the receipt of the rejected application by the **Union**. In addition, **the validity of the dispute** shall be determined over a four (4) day working period, at which point the Union and the Company shall discuss the rejection of the employee's application. Such discussion will include **the employee's education, experience and constructive feedback from any interview**. The Company may proceed with its hiring process if the issue is not resolved at this stage.

9.10 Notwithstanding the provision of clause 9.09, the employee retains the right to the grievance procedure.

9.11 For the purpose of determining the validity of a grievance, the Company may require an employee to demonstrate his ability to perform said functions over a trial period not to exceed sixty (60) actual days worked.

9.12 If the qualifications of two or more approved applicants are considered by the Company to be equal, then the position will be awarded to the applicant with **seniority**.

9.13 The Company may fill a vacancy from an outside source after the review of internal applications has failed to produce a suitable candidate.

9.14 The Union will be notified in writing of the name of the employee selected by the Company.

9.15 Any vacancy existing after a period of three (3) months will be re-posted. Rejection of internal applicants, who are applying for the first time to the re-posted vacancy, will be subject to the grievance procedure.

However, internal applicants who are re-applying for the second or subsequent posting will be considered with external applicants. Rejection of their applications will not be subject to the grievance procedure.

9.16 The Company shall indicate its intention to replace or not to replace vacant positions in Lodge 2468 within fifteen (15) working days.

9.17 The Company agrees to notify the Union of the name, position and department of any employee affected by a change in location.

10.00 TEMPORARY APPOINTMENTS / POSITIONS

- 10.01 The Company shall have the right to make any temporary appointments which shall carry the applicable job level of the classification.
- 10.02 Temporary appointments **shall not exceed eight (8)** weeks except for maternity, parental, sick leaves and leave of absence without pay. Temporary appointments for **special projects** may exceed the eight (8) week period for a **limited duration** of time **in agreement with the Union**.
- 10.03 All requirements for **temporary appointments** (i.e. a temporary replacement in a permanent position) of eight (8) weeks or less will not be posted. If there is a requirement to extend the appointment beyond the eight (8) week period, such requirement will be posted except where there is an agreement with the Union.

All other requirements for temporary appointments will be posted for three (3) working days. The senior qualified applicant will become the appointee. The employee will have up to a maximum of five (5) working days to demonstrate his ability to perform the work to the satisfaction of supervision.

- 10.04 All requirements for temporary positions of less than eight (8) weeks will not be posted. If there is a requirement to extend the appointment beyond the eight (8) week period, such requirement will be posted except where there is an agreement with the Union.

All other requirements for temporary positions will be posted for three (3) working days.

- 10.05 Temporary hiring for temporary positions, of more than eight (8) weeks, in the Bargaining Unit will be filled from outside sources only after rejection of applications from the Bargaining Unit with the exception of any emergency situations, which will be determined by the Human Resources Department in conjunction with the Union.
- 10.06 The Company may create, when required, a temporary position of Team Leader for a period not to exceed 8 weeks. The most senior qualified employee will become the appointee. The employee will receive a **premium of 6.25%** of his base salary.
- 10.07 An employee filling a temporary appointment or a temporary position will continue to accrue seniority in his own permanent classification.
- 10.08 The Company agrees to notify the Union of the name, position and location of each new temporary employee within five (5) working days of their date of employment.
- 10.09 Temporary salaried staff as defined in Appendix "A" is not covered by this Collective Agreement.
- 10.10 The Company and the Union agree that an employee may be temporarily assigned to a permanent position for a determined period of time where the employee does not meet the qualifications of the position, To ensure that the recruitment process is carried out fairly, this temporary assignment will not give the employee an absolute right to the permanent position if it becomes available through the posting process as per Article 9.00 of the Collective Agreement.

11.00 PROBATIONARY PERIODS

- 11.01 The company probationary period is six (6) months from the date of hire.
- 11.02 Seniority of each employee shall be established after his Company probationary period has been completed and commences with the date of hiring.
- 11.03 The Union will have the right to appeal but not to grieve on behalf of a new employee during the Company probationary period.
- 11.04 The job probationary period for any application and for any promotion is **three (3) months**. However, job probationary period may be extended for a period of six week by agreement with the Union President or the Grievance committee.
- 11.05 **N/A**
- 11.06 An employee may return to his previous position during the course of a job probationary period. If an employee is deemed unsatisfactory during the course of a job probationary period he will revert to his previous position.
- 11.07 Hourly rated employees (Lodge 869) who transfer to Lodge 2468 will have **a three (3) month probationary** period.

12.00 WORKING HOURS

The Team will revise working hours and patterns within the value stream that they operate and support in order to achieve the published schedule.

- 12.01 The workweek will be five (5) days Monday to Friday inclusive. The workday will be eight (8) hours and six (6) minutes with one half hour unpaid lunch period.
- 12.02 The standard times in the work hours schedule will not be altered by the Company, except by agreement with the Union President and/or the Grievance Committee. The standard time will be from 08:30 to 16:36.

The standard times will be from 07:30 to 15:36 for employees holding positions supporting plant operations.

However, where there is a business or customer requirement and upon agreement with manager, the team may adapt the standard times to support the published schedule.

- 12.03 The standard work hours schedule and the modified work schedule (as per clause 12.05) are flexible in accordance with Article 13.00.
- 12.04 There shall be a ten (10) minute period of rest during the morning.
- 12.05 Modified work schedule premium as stipulated in clause 16.10, will be paid for any modified work schedule commencing from **13:00 or later**.

12.06 Modified Work Schedule

A modified work schedule may be established **as long as there is a consensus by the team** to support a Business or Customer requirement. Modified work schedules will be any schedule commencing from 10:00 or later or including weekend days as normal shift. The modified work schedule will be 7.6 hours including a one half hour paid lunch break.

If no agreement is reached, the following shall apply;

The Company reserves the right to introduce a modified work schedule in order to ensure that the committed schedule adherence is respected and delivered as per customer requirements. In these situations clause 13.12 and Article 16.00 shall apply if employees are required to work on weekend days.

Modified work schedules will be any schedule commencing from 10:00 or later. The modified work schedule will be 7.6 hours including a one half hour paid lunch break.

Failure to give a two (2) week notice by the Company to an employee of a change to the Modified Work Schedule will result in the employee being paid time and one quarter (1.25) for the work days not covered by the notice.

a) **Transfer of a position currently held by an incumbent or transfer of a vacant position**

When the introduction of a modified work schedule is requested by the company and involves the transfer of a position currently held by an incumbent or the transfer of a vacant position to this modified work schedule, the Company will consult and notify the President of the Union and/or Grievance Committee on the following before the implementation:

- possibility of creating permanent positions on a modified work schedule if there is a requirement for such position;
- schedule of working hours.

The Company will notify the Union President and/or the Grievance Committee **fifteen (15) working days before** the intended introduction of the modified work schedule. Such notice will also be given to the employees concerned **ten (10) days before** the introduction of the modified work schedule.

b) Additional Requirement:

In the event that there is a requirement for an additional position on a modified work schedule, the Team or Company will notify the Union prior to the posting of the position.

c) Establishment of a schedule rotation

In work areas that directly support the shop floor, the Team or Company may require employees to rotate between work schedules to ensure:

- Employees are exposed to the diverse work situations that exist on all schedules.
- Employees have the opportunity to be trained on new procedures and kept up to date of various aspects of their job.
- Direct managers are given the opportunity to work alongside their employees.

The Team or the Company **will notify** the Union as to ~~on~~ the requirement, permanent or temporary, for suitable rotation schedule and the number of employees that will be required to rotate.

13.00 FLEXIBLE WORKING HOURS PROGRAMME

13.01 Manpower Requirement

Management reserves the right to determine the manpower requirement in any department during the standard times and the modified work schedule as defined in Article 12.00.

13.02 Standard Times

This is the time which employees would normally work, if not on flexible time, concurrent with Article 12.00.

| |
|---|
| Standard Day: 08:30 to 16:36 or 07:30 to 15:36 Including a 30 minute unpaid lunch break |
|---|

13.03 Standard hours

At the end of every Accounting Period (A.P.), the Department manager or his designate will approve the hours claimed by the employee.

13.04 Band hours

The total time period during the day when employees may record hours towards the standard hours are called Band Hours. This period will be:

| |
|--|
| Monday to Friday 06:00 to 20:00 |
|--|

13.05 Core hours

The mandatory hours in which an employee is required to work are called Core Hours. All employees are required to work a minimum of 4.5 hours per day Monday through Friday during the following hours:

| |
|--|
| 09:30 to 12:00 13:30 to 15:30 |
|--|

13.06 Floating hours

Periods in which employees can select their starting and finishing times, within the band hours, subject to clause 13.01 are known as Floating Hours:

| |
|---|
| 06:00 to 09:30 12:00 to 13:30 15:30 to 20:00 |
|---|

Employees on day shift can select their lunchtime subject to clause 13.01 between 12:00 and 13:30.

13.07 Flexible Working Hours for a Modified Work Schedule:

a) Band Hours

Band hours for employees on a modified work schedule will commence one (1) hour before and end one (1) hour after the modified work schedule.

b) Core Hours

Core hours for employees on a modified work schedule will be determined between the Company and the Union.

c) Floating Hours

Floating hours for employees on a modified work schedule will be determined between the Company and the Union.

13.08 Adjustment of Core and Band Hours

Notwithstanding the provision of clause 13.01, core hours and band hours will be adjusted accordingly for those employees whose standard hours are other than those indicated in clause 13.02.

13.09 Lunch period

A lunch period of one half hour is mandatory.

13.10 Banked hours

Banked hours are hours worked and accumulated in excess of 152 hours per Accounting Period (A.P.) of four (4) weeks and 190 hours per Accounting Period of five (5) weeks. These hours shall be accumulated on the Company premises.

A maximum of thirty (30) hours banked may be carried forward to the next A.P.

Banked hours that **exceed thirty (30) hours** at the end of any A.P. will be **forfeited**.

The banked hours start to accumulate fifteen (15) minutes after 7.6 hours worked. However, if the employee works 15 minutes and more in excess of his normal workday, all minutes worked will accumulate.

When an employee is in a credit position, he can then take a day off providing it is mutually agreed with his manager.

Banked hours will be added to the final pay upon termination of employment and paid at **single (1.0) time**. In the event of a layoff, in accordance with Article 32.00, such banked hours will be compensated at **time and one half (1.5)** up to a maximum of thirty (30) hours.

In the event that the company cancels a scheduled day off before the end of an A.P for hours accumulated in excess of thirty (30) banked hours such employee shall be granted a day off in the following A.P. in lieu of forfeiting the excess hours.

Employees may not be requested to bank their hours in lieu of overtime. Banking of hours is at the discretion of the employee.

13.11 Short hours

Short Hours result from employees working less than the Standard Hours during an A.P.

Short Hours must not exceed ten (10) hours per A.P. and may not be carried for more than six (6) consecutive A.P.'s. A minimum

142 hours must be recorded per A.P. Failure to make up Short Hours will result in the employee returning to standard time or other disciplinary action deemed necessary by the Company. Short hours will be deducted on final pay upon termination of employment.

13.12 Overtime hours

Except under provision of clause 12.06, all hours worked on Saturdays, Sundays and Statutory Holidays are considered as overtime hours. If an employee is in a debit position at the end of an A.P., overtime hours with the exception of Saturday, Sunday and Statutory Holiday overtime hours, will be transferred to make up at least 142 hours.

13.13 Vacation hours

A total of 7.6 hours shall be credited against each day of approved vacation, in accordance with Article 24.00.

13.14 Statutory Holiday hours

A total of 7.6 hours shall be credited against each Statutory Holiday, in accordance with Article 25.00.

13.15 Sickness absence hours

A total of 7.6 hours shall be credited against each day of sickness, in accordance with Article 23.00.

13.16 Bereavement Leave or jury duty hours

A total of 7.6 hours shall be credited for each day of bereavement leave or jury duty, in accordance with Articles 26.00 and 27.00.

13.17 Leave of Absence Hours

A total of 7.6 hours shall be credited for each day of absence, in accordance with Article 28.00.

13.18 Recording of Standard Hours

Each employee will be responsible for maintaining an up-to-date individual time record at all times by using the applicable computerized system.

14.00 WORK PERFORMED OUTSIDE COMPANY PREMISES

- 14.01 Employees performing work, giving or receiving training outside the Montreal area will be subject to the terms of the Travel on Company Business.
- 14.02 Work performed outside Company premises will be paid in the following manner:
- a) **all travel time** will be paid at straight time;
 - b) total hours worked are calculated excluding travel time;
 - c) all hours worked will be paid at the applicable rates.
- 14.03 The Company shall attempt to give a minimum notice of twenty-four (24) hours to all employees required to proceed on such assignments. It is agreed that such minimum notice will not be possible in cases of emergency warranting the departure of employees within the aforementioned delay. In such cases employees will be paid at their normal rate of pay for hours spent traveling outside of their normal working hours.
- 14.04 The employee shall have the right to refuse the assignment without surrendering his right to be selected for future assignments if the notice is less than twenty-four (24) hours or he has justifiable reasons. In the event of such refusals, the Company shall have the right to perform the work by other means.
- 14.05 **N/A**
- 14.06 A daily allowance of **\$ 60.00** may be claimed for all out of town travel. This allowance will be paid in US dollars for travel outside Canada

The full daily allowance limit can be claimed on expense reports without the submission of receipts.

The daily allowance limit includes meals, beverages, gratuities, laundry, valet service and personal phone calls

The daily allowance limit does not include:

- Hotel Administration
- Taxis and ground transportation between airports and hotels
- Pre-authorized entertainment of customers
- Long distance company business phone calls

On the first expense report of the year, employee may elect to submit expenses through receipt as per the company policy or to receive daily allowance as per this article. This choice will be maintained for the whole calendar year.

- 14.07 Employees required to carry cellular phones or pagers outside the standard times as per Article 12.00 of the Collective Agreement will be compensated in the following manner:
- a) Employees assigned to a full week duty roster, i.e. from Monday to Sunday, will be compensated \$140.00 per week (\$20.00 per day).
 - b) A schedule will be prepared in advance to inform employees when they are on duty roster.
 - c) Employees will be assigned on a voluntary basis during the Christmas Shutdown. If no one volunteers, the Company will then proceed assigning by reverse order of seniority.
 - d) There will be no duty roster assignments for employees during their vacation periods.
 - e) If employees are requested to work, they will be paid as per clause 16.09.

15.00 SALARY

- 15.01 Effective **March 18, 2012**, there is a general increase of **4.0 %** on the current salary chart including progression steps
- 15.02 Effective **May 12, 2013**, there is a general increase of **3.0 %** on the current salary chart including progression steps.
- 15.03 Effective **July 6, 2014**, there is a general increase of **3.0 %** on the current salary chart including progression.
- 15.04 N/A
- 15.05 Progression from steps 1 through 4 inclusive is subject to a performance appraisal in accordance with company policy. Progression from **steps 5 through 7 inclusive is automatic**. Such steps are based on time worked.

An accumulation of any of the following absences, in excess of ten (10) working days, will delay an employee's step progression by the equivalent number of days:

- Education leave
- Family leave
- Maternity leave
- Parental leave
- Paternity leave
- Sick leave
- Unpaid leave of absence
- Unauthorized absences

- 15.06 When a new classification is established or an existing one enriched, a temporary salary will be established by the Company until such time as the job description has been processed through the Rating Committee. If the starting salary for the established job level is higher than that of the temporary salary, the employee's salary will be adjusted retroactively.
- 15.07 Changes in job levels will be affected accordingly:
- a) an employee whose job level has been upgraded due to enrichment shall be paid at the same service step of the new job level.
 - b) an employee whose job level has been downgraded following re-rating will have his salary "red circled" for a maximum of three (3) years. Thereafter, Article 17.00 will apply.
- 15.08 Pursuant to clause 9.11, an employee given a trial period shall be paid at his existing salary rate for the duration of the trial period. Upon acceptance of the employee, should his current salary be higher than the starting rate of the higher job level, then his salary will be adjusted to the next higher service step.
- 15.09 An employee who is currently at **step 5 or step 6 or step 7** and whose job level has been upgraded one (1) job level due to a promotion shall be paid one service step prior to the previous level.
- 15.10 Employees shall be paid through a direct deposit pay system.
- 15.11 The company shall consult with the Union and establish the salary of new employees within the steps of the job level in which the new employee is hired.

SALARY CHART - FIRST PERIOD
BI-WEEKLY AND ANNUAL SALARY RATES
March 18, 2012, to May 11, 2013

| STEPS | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|-----------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| JOB LEVEL | START | 6 Months | 12 Months | 24 Months | 36 Months | 48 Months | 60 Months |
| | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 6 | 1482 38532 | 1541 40066 | 1599 41574 | 1654 43004 | 1714 44564 | 1755 45630 | 1811 47086 |
| 7 | 1618 42068 | 1700 44200 | 1752 45552 | 1809 47034 | 1863 48438 | 1912 49712 | 1966 51116 |
| 8 | 1755 45630 | 1850 48100 | 1889 49114 | 1954 50804 | 2016 52416 | 2087 54262 | 2154 56004 |
| 9 | 1922 49972 | 1999 51974 | 2060 53560 | 2136 55536 | 2210 57460 | 2278 59228 | 2351 61126 |
| 10 | 2090 54340 | 2170 56420 | 2248 58448 | 2327 60502 | 2416 62816 | 2492 64792 | 2569 66794 |
| 11 | 2284 59384 | 2374 61724 | 2462 64012 | 2547 66222 | 2642 68692 | 2725 70850 | 2822 73372 |
| 12 | 2495 64870 | 2592 67392 | 2692 69992 | 2784 72384 | 2886 75036 | 2977 77402 | 3074 79924 |
| 13 | 2726 70876 | 2834 73684 | 2932 76232 | 3049 79274 | 3154 82004 | 3261 84786 | 3363 87438 |
| 14 | 2974 77324 | 3093 80418 | 3205 83330 | 3325 86450 | 3446 89596 | 3559 92534 | 3677 95602 |

SALARY CHART - SECOND PERIOD
BI-WEEKLY AND ANNUAL SALARY RATES
May 12, 2013, to July 5, 2014

| STEPS | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|-----------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| JOB LEVEL | START | 6 Months | 12 Months | 24 Months | 36 Months | 48 Months | 60 Months |
| | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 6 | 1527 39702 | 1588 41288 | 1647 42822 | 1704 44304 | 1766 45916 | 1808 47008 | 1866 48516 |
| 7 | 1667 43342 | 1751 45526 | 1805 46930 | 1864 48464 | 1919 49894 | 1970 51220 | 2025 52650 |
| 8 | 1808 47008 | 1906 49556 | 1946 50596 | 2013 52338 | 2077 54002 | 2150 55900 | 2219 57694 |
| 9 | 1980 51480 | 2059 53534 | 2122 55172 | 2201 57226 | 2277 59202 | 2347 61022 | 2422 62972 |
| 10 | 2153 55978 | 2236 58136 | 2316 60216 | 2397 62322 | 2489 64714 | 2567 66742 | 2647 68822 |
| 11 | 2353 61178 | 2446 63596 | 2536 65936 | 2624 68224 | 2722 70772 | 2807 72982 | 2907 75582 |
| 12 | 2570 66820 | 2670 69420 | 2773 72098 | 2868 74568 | 2973 77298 | 3067 79742 | 3167 82342 |
| 13 | 2808 73008 | 2920 75920 | 3020 78520 | 3141 81666 | 3249 84474 | 3359 87334 | 3464 90064 |
| 14 | 3064 79664 | 3186 82836 | 3302 85852 | 3425 89050 | 3550 92300 | 3666 95316 | 3788 98488 |

SALARY CHART - THIRD PERIOD
BI-WEEKLY AND ANNUAL SALARY RATES
July 6, 2014, to September 12, 2015

| STEPS | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|-----------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| JOB LEVEL | START | 6 Months | 12 Months | 24 Months | 36 Months | 48 Months | 60 Months |
| | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 6 | 1573 40898 | 1636 42536 | 1697 44122 | 1756 45656 | 1819 47294 | 1863 48438 | 1922 49972 |
| 7 | 1718 44668 | 1804 46904 | 1860 48360 | 1920 49920 | 1977 51402 | 2030 52780 | 2086 54236 |
| 8 | 1863 48438 | 1964 51064 | 2005 52130 | 2074 53924 | 2140 55640 | 2215 57590 | 2286 59436 |
| 9 | 2040 53040 | 2121 55146 | 2186 56836 | 2268 58968 | 2346 60996 | 2418 62868 | 2495 64870 |
| 10 | 2218 57668 | 2304 59904 | 2386 62036 | 2469 64194 | 2564 66664 | 2645 68770 | 2727 70902 |
| 11 | 2424 63024 | 2520 65520 | 2613 67938 | 2703 70278 | 2804 72904 | 2892 75192 | 2995 77870 |
| 12 | 2648 68848 | 2751 71526 | 2857 74282 | 2955 76830 | 3063 79638 | 3160 82160 | 3263 84838 |
| 13 | 2893 75218 | 3008 78208 | 3111 80886 | 3236 84136 | 3347 87022 | 3460 89960 | 3568 92768 |
| 14 | 3156 82056 | 3282 85332 | 3402 88452 | 3528 91728 | 3657 95082 | 3776 98176 | 3902 101452 |

16.00 OVERTIME DISTRIBUTION AND PREMIUMS

Overtime shall be paid for worked hours approved by the manager in excess of forty (40) hours in a week. Vacation days, statutory holidays, a full day off of banked time, jury duty, bereavement leave and union business, shall be considered as time worked

Within a team base environment, teams shall manage their overtime in order to ensure the committed schedule is adhered to and delivery dates are always met, the team will ensure this obligation is met in all decisions to be made relate to overtime.

16.01 The team will define the overtime requirement and the manager will approve the proposed overtime. The team **will reach a consensus on the process of overtime distribution**, on a fair basis with respect to the tasks that are to be accomplished within the department. **If no agreement is reached, overtime will be allocated based on the following guidelines:**

- a) When overtime is related to a function performed during the same day: or shift (modified work schedule)
 - Those who have worked on that function during the day or shift (modified work schedule) will have first choice by order of seniority.
 - Those who are competent have second choice, by order of seniority.
- b) When overtime is not related to a function performed during the same day. or shift (modified work schedule):
 - Those who are competent with the job requirements, in order of seniority.

16.02 Employees shall have **the right to refuse overtime** but if they all refuse, the Team will ensure that the required overtime is assigned to competent employees ensuring the committed schedule adherence is respected. When agreement is not reached, overtime will be assigned in reverse order of seniority to the competent employees.

The employee will not be assigned overtime until after a twelve (12) hour band has elapsed between leaving work and the start of the overtime. If, as a result of the twelve (12) hour band, the employee with the least seniority is not eligible for overtime, the Company may assign the overtime in reverse order of seniority to the next qualified employee.

16.03 The Company will assist an employee on approved overtime to reach the nearest point of public transport or, if such facilities are not available, to work or to his home.

16.04 An employee requested to work forty (40) minutes or less after the end of a shift shall be paid one (1) hour at straight time.

16.05 Overtime shall be paid at **time and one half (1.5)** for the first eight (8) hours worked **in excess of forty (40) hours in a week.**

16.06 Overtime shall be paid at **double time (2.0)** for the hours worked in excess of forty-eight (48) hours in a week.

16.07 Overtime shall be paid **at triple time (3.0)** for all hours worked in excess of 7.6 hours on a Statutory Holiday.

16.08 An employee working overtime after a normal work day in excess of one (1) hour shall be allowed a twenty (20) minute paid break period.

16.09 An employee "called back" to work shall be paid for hours worked **at time and one half (1.5) or for four (4) hours at straight time, whichever is greater**. In addition, he shall be paid one (1) hour at straight time to compensate for time spent traveling to and from the Company.

However, an employee who receives a call and performs duties from his residence will be paid:

One and one half (1.5) hours at regular time for all duties in relation with a service call.

16.10 **The modified work schedule premium** stipulated in clause 12.05 will be 6.25 % of an employee's salary.

16.11 The modified work schedule premium will be paid for all actual hours worked during the shift including overtime. The employee's base rate shall be used for the calculation of overtime.

16.12 Union members will not be required to work overtime at the same time as a general union meeting, except by mutual agreement between the manager and a member of the Grievance Committee.

16.13 The manager and/or the team will give employees a reasonable advance notice of overtime requirements whenever possible. A reasonable notice will be considered to be two (2) hours before the end of the normal workday and prior to noon (12h00) on Friday, for weekend overtime.

16.14 Any employee not notified of the cancellation of scheduled weekend overtime shall be compensated for (4) hours at straight time.

17.00 PHASED INCOME REDUCTION SCHEME

17.01 If an employee with seniority is transferred to a lower job level, a reduction in salary will be gradually effected by subtracting the nearest lower salary of the new job level from the salary earned by the employee immediately prior to taking his new job. The rates of salary adjustments shall be applied at the beginning of the accounting period (A.P.) in accordance with the following table:

reduction of \$40.00 or more bi-weekly:

- 25% immediately
- 25% at the beginning of the 7th A.P.
- 25% at the beginning of the 13th A.P. until catch up

reduction of less than \$40.00 bi-weekly:

- 33% immediately
- 33% at the beginning of the 7th A.P. until catch up

18.00 SENIORITY

- 18.01 Seniority shall be established after the employee has completed his Company probationary period as per clause 11.01 and shall commence from the date he became a member of the Bargaining Unit notwithstanding the terms of Article 30.00.
- 18.02 An employee serving a job probationary period as per clause 11.04, shall continue to accrue seniority in his previous job. Upon successful completion of the job probationary period, seniority in the new position shall commence from the starting date of his job appointment.
- 18.03 For those employees who **transfer from Lodge 869 to Lodge 2468**, seniority shall be established after the employee has completed his job probationary period as per clause 11.07 and shall commence from the effective date of transfer.
- 18.04 **An employee may be returned to the Bargaining Unit**, as per clause 18.07, to an occupation he is able to perform immediately provided:
- a) he does not displace a Bargaining Unit employee with higher seniority, or
 - b) he does not prevent the promotion or transfer of a Bargaining Unit employee with higher seniority and who is qualified for the work to be performed, or
 - c) such transfer back to the Bargaining Unit does not at any time directly result in a lay-off of another Bargaining Unit employee.
- 18.05 Notwithstanding the provisions of clause 7.08 and temporary transfers, any employee transferred to a non-unionized staff position **will not have any previously acquired seniority restored if they should return to the Bargaining Unit** after the completion of the probationary period in the non-unionized position.
- 18.06 An employee shall **cease to accrue seniority** under the following conditions:
- a) any continuous leave of absence without pay of more than thirty (30) calendar days excluding maternity leave, paternity leave and parental leave;
 - b) on commencement of long-term disability;
 - c) lay-off;
 - d) as specified in clause 7.08;
 - e) from the lay-off date specified in the lay-off letter, which would have been served had he been at work, for any employee on sick leave, maternity leave, workmen's compensation or any other leave of absence will cease to accrue seniority.
- 18.07 Seniority shall be terminated upon:**
- a) resignation;
 - b) discharge;
 - c) after recall rights cease or are waived by the employee;
 - d) upon completion of the probationary period as specified in clause 11.05.

18.08 Notwithstanding the provisions of clause 7.08 and temporary transfers, the employee permanently transferred, except by choice to a position outside the Bargaining Unit, to a member Company within the Rolls-Royce Group will, following date of return; regain previously acquired seniority after two (2) years.

19.00 EMPLOYEE BENEFITS - GENERAL

19.01 When deemed necessary, the Company and the Union will meet to discuss matters of mutual interest in the areas of Group Insurance, Long Term Disability and Dental Plan.

Employees hired or transferred to Lodge 2468 will enrol in the Rolls-Royce Canada Limited Flexible Benefit Plan upon completion of their probationary period.

Active employees may, if they wish, enrol in the Rolls-Royce Canada Limited Flexible Benefit Plan on January 1 of each year. The decision to enrol in this benefit plan is irrevocable.

Articles 19.00 (excluding clause 19.01), 20.00 and 21.00 of this collective agreement will not apply to employees participating in the Rolls-Royce Canada Limited Flexible Benefit Plan.

19.02 The Company shall maintain the plans in force at the time of signing of this Agreement for the duration of this Agreement:

- The Group Life Insurance Plan
- The Group Health and Non-Occupational Accident Insurance Plan
- The Dental Plan.

Effective the pay period following the signing of the Collective Agreement, the cost of the premium shall be shared between the Company and the employee, according to the following:

- a) For a participant with single coverage, the employee will pay \$ 10.00 dollars per pay period.
- b) For a participant with Family coverage, the employee will pay \$ 12.00 dollars per pay period

19.03 The benefits outlined in this Agreement are restricted to the terms contained in the underwriter's policy, which shall be the controlling document for the entitlement to benefits.

19.04 The Company intends to continue these schemes including the benefits for retired employees indefinitely subject only to those limitations, which may be dictated by business conditions.

19.05 A contractual obligation has been entered into with respect to the continuance of the Group Insurance Plan.

19.06 The Company shall apply to the Insurance firm for any changes in coverage to the following Plans:

- Group Life
- Long Term Disability
- Group Health and Non-Occupational Accident
- Dental
- Pension

Immediately after the signing of the Memorandum of Agreement, aiming at their becoming effective within fourteen (14) days.

19.07 The Company shall recognize same sex spouse for the coverage of the Benefits Plans and the Pension Plan.

19.08 Dependents remain covered for Group Health and Dental Plan for one (1) year after the death of the employee.

19.09 A prescription drug card is issued to all eligible employees. All dependants have to be registered to be eligible.

The maximum reimbursement for prescription drugs will be equal to **100 % of the cost of generic drugs** if available.

However, cost of original drugs will be covered at **100% when generic drugs are not available.**

In cases where medical doctor will specify that the employee must use the original drugs, the Company will reimburse such drugs at 100 %.

The Company will pay \$350 annually to each retired employee of age 65 and over, covered under the company retiree's medical plan, as a contribution to RAMQ enrolment fees or to other Canadian Medicare Provincial Service fees.

20.00 GROUP LIFE INSURANCE

20.01 N/A

20.02 The Life Insurance will be an amount of insurance equal to twice the annual basic salary rounded to the next higher multiple of \$1,000. Life Insurance coverage will be adjusted with the employee's current salary.

Life insurance for a retired employee is \$7,500

21.00 GROUP HEALTH, NON-OCCUPATIONAL ACCIDENT INSURANCE, DENTAL PLAN AND LONG TERM DISABILITY

21.01 Employees with seniority will be covered by the Group Health and Non-Occupational Accident Insurance.

21.02 Dental Plan

This plan will cover routine treatments and major treatments and orthodontia as follows:

Routine Treatments

100% with no deductible.

Maximum coverage for this plan is:

\$1,000.00 per employee and per dependent per year;

Note: For those qualifying after July 1 of any given year \$500.00 per employee and per dependent.

Major Treatments

80% - 20% co-insurance with no deductible.

Maximum coverage for this plan is:

\$2,000.00 per employee and per dependent per year;

Note: For those qualifying after July 1st of any given year \$750.00 per employee and per dependent.

Orthodontia

50% - 50% co-insurance with no deduction.

Maximum coverage for this plan is:

\$1,500.00 lifetime per employee and per dependant

21.03 Vision Care

- a) A maximum of **\$350.00** per employee and per dependent once **every two (2) years** for the purchase of prescription glasses / prescription contact lenses.
- b) A maximum of **\$50.00** per employee and per dependent once every two (2) years for eye examination.

21.04 Long Term Disability (L.T.D.)

Participation in the L.T.D. Plan is **mandatory** upon completion of the Company probationary period.

The premiums will be paid as follows:

- 1. **employees with less than five (5) years** of participation in the plan will pay 50% of the premium;
- 2. **employees with five (5) years and more** of participation in the plan will have their premiums paid at 100% by the Company.

21.05 In the case of L.T.D the amount of benefit you will receive will be 66 2/3% of your monthly base salary up to a maximum of \$6,000.00.

21.06 Your first benefit is payable after you have been disabled for more than the short-term disability period as per Article 23.00. If eligible you will continue to receive L.T.D. payments for as long as your disability continues, up to attaining age 65.

For the first 2 years L.T.D benefits will be **paid** following the completion of your sick leave benefits **if you are unable to perform all of your regular work.**

After 2 years, L.T.D. benefits will continue as long as **your disability prevents you from performing any work** for which you are or can become reasonably suited by your education, training or experience, but not beyond your 6th birthday.

21.07 **Travel Assistance Benefit**

A Medi-Passport Card for emergency travel assistance is available to all members. Please refer to the Medi-Passport brochure for details.

22.00 PENSION PLAN

22.01 The Pension Plan shall continue in its present form and as subsequently amended for all employees hired before January 1, 2013 (Except for employees covered by 22.10 b)). However for employees hired as of January 1, 2013, the new Defined Contribution Component of the Pension Plan shall apply as per article 22.10 of this agreement. Articles 22.03 to 22.07 will not apply to these employees.

The Company agrees that when deemed necessary the Company and the Union will meet to discuss matters of mutual interest with regards to the Pension Plan.

22.02 Participation in the Pension Plan is **compulsory** following the completion of the company probationary period.

Employees hired as of January 1, 2013 will participate into the Defined Contribution Component of the Pension Plan.

22.03 Employees will **cease contributions** after thirty-five (35) years in the Defined Benefit Component.

22.04 Hourly rated employees (Lodge 869) transferring to a Bargaining Unit function (Lodge 2468) will;

- a) Become a member of the Defined Benefit Component if they are already a participating member of the Defined Benefit Component of the hourly rated pension plan; or
- b) Become a member of the Defined Contribution Component if they are already a participating member of the Defined Contribution Component of the hourly rated pension plan.

22.05 Early Retirement

1. There will be a **penalty** of $\frac{1}{4}$ of 1% per month for early retirement from age 55 to age 59 inclusive.
2. There will be **no penalty** for early retirement from age 60 to 65 inclusive.
3. There will be a penalty of age differential between spouses in excess of fifteen (15) years.
4. Bridge Benefit

The **bridge benefit** option allows employees who choose early retirement to receive a **supplementary income** upon reaching age 55. An employee who elects to retire will be able to exercise the bridge option. This **supplementary income ceases** once the employee reaches normal retirement age and becomes eligible for Old Age Security.

22.06 Employees wishing to work beyond age 65

The benefits for employees wishing to work beyond the normal retirement age of 65, in accordance with the current legislation, are as follows:

Benefits

The benefits provision of the Collective Agreement shall continue except for the following:

a) Pension Plan

The employee will cease to contribute to the RRC Pension Plan. When the employee takes his retirement, his pension will be increased on an actuarial basis from his normal retirement at age 65.

b) Long Term Disability

Employees are not eligible for Long Term Disability at age 65.

22.07 Pension Plan Formula Computation

1.85% of your average earnings.

LESS

1/35 of the pension payable under the Quebec Pension Plan (QPP) at age 65 on the date your pension is calculated

MULTIPLIED BY

Your credited service

Please refer to the benefits booklet for the complete coverage of the Pension Plan.

22.08 Pre-retirement course

The Company will grant, once only from age fifty (50), a period of three (3) paid days for employees to attend a pre-retirement course.

22.09 Contribution to the Defined Benefit component of the Pension Plan

- a) Following the signature of this agreement, the employee's contribution to the Defined Benefit Component will be adjusted as a percentage of earnings as Defined in the Pension Plan as follows;

Effective January 1, 2014, 3.5 %.

Effective January 1, 2015, 4.0 %.

Effective January 1, 2016, 4.5 %.

- b) When the solvency level reaches 90% the contribution will be reduced to 4%

22.10 Defined Contribution Component of the Pension Plan

- a) Following the signature of this Collective Agreement, the Company shall establish a Defined Contribution Component of the Pension Plan. The employee's contribution to the pension plan will be 4,0% of the earnings as defined in the pension plan.

The company contribution will vary from 4.5% up to 7.5% of the employee's earnings, as defined in the pension plan.

- 4.5 % for employee with sum of age plus service under 40,
- 6 % for employee with sum of age plus service equal to 40 but less than 60.
- 7.5% for employee with sum of age plus service equal to 60 or more.

The Defined Contribution Component of the Pension Plan is not available to employees participating in the Defined Benefit Component of the Pension Plan.

- b) Implementation and contribution to the MFPP;

In the eventuality where, it will be possible for the Union to implement a MFPP (Member Funded Pension Plan), all employees joining the company after January 1, 2013 will be transferred to the MFPP. The Company and the Union will agree on the implementation conditions.

Employees on the Defined Contribution Component of the Pension Plan prior to January first 2013 will be given the opportunity to join the MFPP at the time of its implementation.

23.00 SICK LEAVE

23.01 Employees qualifying for sick benefits will receive payment of salary as follows:

| Length of Employment | At Full Pay | At Half Pay | Percentage of Insurable Earnings * |
|---|-------------|-------------|------------------------------------|
| Less than 60 worked days | Nil | Nil | Nil |
| 60 worked days but less than one (1) year | 3 Days | 5 Days | 15 Weeks commencing at third week |

| Length of Employment | | Number of Weeks at Full Pay | Number of Weeks at Half Pay or Percentage of Insurable Earnings* |
|----------------------|----------|-----------------------------|--|
| OVER | LESS | | |
| 1 Year | 2 Years | 4 | 16 |
| 2 Years | 3 Years | 5 | 15 |
| 3 Years | 4 Years | 6 | 14 |
| 4 Years | 5 Years | 7 | 13 |
| 5 Years | 6 Years | 8 | 12 |
| 6 Years | 7 Years | 9 | 11 |
| 7 Years | 8 Years | 10 | 10 |
| 8 Years | 9 Years | 11 | 9 |
| 9 Years | 10 Years | 12 | 8 |
| 10 Years | 11 Years | 15 | 5 |
| 11 Years | 12 Years | 16 | 4 |
| 12 Years | 13 Years | 17 | 3 |
| 13 Years | 14 Years | 18 | 2 |
| 14 Years | 15 Years | 19 | 1 |
| 15 Years & Over | | 20 | 0 |

- Payment will be at 50% or at the allowable percentage of the employee's "Insurable Earnings" up to the maximum of E.I. as registered with and defined by the Employment Insurance Canada Act, whichever is the greater.

23.02 Payment of benefits as described under clause 23.01 is contingent upon presentation of an "Attending Physician's Statement" within ten (10) calendar days of commencement of the absence due to illness. Failure to comply will result in withholding all payments until the certificate is received and may result in application of normal disciplinary procedure. Further medical certificates must be produced as requested by the Company's Medical Director for continuing payment of benefits.

23.03 An employee may be required to submit to a medical examination and/or consult the nurse or the Company's Medical Director, during the period of absence due to illness, when deemed necessary by the Company's Medical Director.

23.04 **Entitlement** as outlined under clause 23.01 **will be readjusted at the employee's service anniversary date.** Unused sick benefits may be used by the employee within the same calendar year should he return to work during this period.

- 23.05 Full sick benefits will be reinstated at the beginning of each calendar year providing that the employee is then actively employed and upon return to active employment for those who are otherwise absent.
- 23.06 Within the same calendar year, employees who will have used their sick leave benefits as specified under clause 23.01 will qualify for a minimum of fifteen (15) weeks of sick leave benefits at the allowable percentage of the employee's "Insurable Earnings" as defined by the E.I. Act, one (1) month after return to active employment in the case of a new disability or after three (3) months in the case of recurrence of a previous disability.
- 23.07 Sick leave benefits will cease upon establishing eligibility for L.T.D. benefits (i.e. twenty (20) consecutive weeks of sick leave). Reinstatement to sick benefits will be in accordance with clause 23.05.
- 23.08 The provisions of clause 23.01 will not apply in cases covered by the Workmen's Compensation Act or in cases covered by "la Société d'assurance automobile du Québec"
- 23.09 When an employee who has been absent due to illness returns to work, the following rules will apply:

| Number of Days Absent | What Employee Must Do Upon Return Due to Illness |
|---------------------------------|---|
| Up to two (2) days | Report to manager |
| Three (3) days | Report to Medical Center |
| More than three (3) days | Report to Medical Center with a doctor's certificate. |

Note: In substantiated cases of **high incidental absences**, the Company can request a medical certificate of any absences due to illness.

24.00 VACATION INDEMNITY

24.01 Employees will receive vacation with pay as follows:

| Weeks of Vacation Entitlement | Years of Continuous Service on May 1st | Vacation Indemnity |
|--------------------------------------|---|--|
| 2 | 1 | 4% of preceding year's earnings or two (2) weeks salary, whichever is the greater |
| | 2 | |
| 3 | 3 | 6% of preceding year's earnings or three (3) weeks salary, whichever is the greater |
| | 4 | |
| | 5 | |
| | 6 | |
| | 7 | |
| | 8 | |
| 4 | 9 | 8% of preceding year's earnings or four (4) weeks salary, whichever is the greater, plus one (1) day accumulation to the 17th year inclusive as per entitlement |
| | 10 | |
| 4 + 1 day | 11 | |
| | 12 | |
| 4 + 2 days | 13 | |
| | 14 | |
| 4 + 3 days | 15 | |
| | 16 | |
| 4 + 4 days | 17 | |
| | | |

24.00 VACATION INDEMNITY

| Weeks of Vacation Entitlement | Years of Continuous Service on May 1st | Vacation Indemnity |
|--------------------------------------|---|--|
| 5 | ----- | 10% of preceding year's earnings or five (5) weeks salary, whichever is the greater plus one (1) day accumulation to the 24 th year inclusive as per entitlement |
| 5 + 1 day | 18 | |
| | 19 | |
| | 20 | |
| | 21 | |
| 5 + 2 days | 22 | |
| | 23 | |
| | 24 | |
| 6 | 25 + | 12% of preceding year's earnings or six (6) weeks salary, whichever is the greater |

- 24.02 An employee who has not completed one (1) year of continuous service by May 1, of the vacation reference year shall be granted one (1) day vacation for each month worked up to a maximum of ten (10) days. Pay for this vacation shall be 4.0% of earnings for the period worked prior to May 1.
- 24.03 The Company will announce its decision by January 10 regarding a plant shutdown. **After that date there will be no shutdown.** This announcement will state whether there will be a plant shutdown, partial plant shutdown, reduced activity period or staggered vacations. A plant shutdown or partial plant shutdown will be for a period not to exceed two (2) weeks, and will occur during July and/or August.
- 24.04 **By January 15**, vacation lists will be provided for each Team stating the seniority of each employee as relates to their vacation entitlement. It will also indicate the number of employees who can take their vacation per week. Such vacation lists will be distributed to each employee of the team.
- 24.05 The team shall submit all employees' schedule vacation dates to their manager before February 14.

24.06 Allocation of vacation dates shall be determined as follows:

- a) an employee with vacation entitlement greater than three (3) weeks may be required to arrange their additional vacation to ensure the committed schedule adherence is respected;
- b) for the period of a plant shutdown or partial plant shutdown, the majority of employees within the designated departments will be required to include this period in their vacation entitlement;
- c) an employee who wishes to **change** his vacation dates after **February 14**, shall have no priority relating to his seniority;
- d) an employee wishing to take **more than 3 consecutive weeks** of vacation will be able to do so provided it is agreed with the Team and the committed schedule adherence is respected;
- e) for the purpose of this Article “team” means Lodge 2468 members of the team.
- f) vacation days will be agreed to by the team; if the team is unable to reach agreement the following will apply:
 1. the manager will support the team resolving the issue
 2. vacation days shall be allocated within the department in order of seniority

For those employees transferred into the Bargaining Unit the following applies:

1. Vacation days shall be allocated within the department in order of **company service** for those employees transferred into the Bargaining Unit **prior to April 15, 1990**.
2. Vacation days shall be allocated within the department in order of **seniority** for those employees transferred into the Bargaining Unit **after April 14, 1990**.

24.07 Vacation lists, showing allocated vacation dates, shall be **posted** in each department **no later than February 28**.

24.08 After the lists of allocated vacation dates have been posted any employee who is **requested** by the Company to **work during the allocated vacation period** shall choose another vacation period in agreement with the manager. Such employee shall be paid **at the rate of time and one quarter (1.25)** for the regular shift hours worked during the cancelled vacation period, and at the normal overtime rate for any overtime worked during the same period. **Should such a change involve a loss of money, the Company would reimburse the employee upon presentation of supporting documents.**

24.09 Employees laid off from the Company due to lack of work, or who voluntarily terminated their employment having given a minimum of two (2) weeks notice in writing shall receive their vacation pay in accordance with the applicable legislation or any amendment thereof.

Payment for each of any fourth, fifth or sixth week of vacation entitlement will be on the basis of one (1) day of straight time pay for each complete ten (10) weeks they have been employed by the Company during the vacation entitlement year.

24.10 Employees dismissed for cause, or leaving the Company voluntarily without giving two (2) weeks written notice, shall be limited to vacation pay in accordance with the applicable legislation or any amendment thereof.

- 24.11 Notwithstanding the provisions of clause 24.02, employees who have been absent on Group Insurance sickness benefits, Long Term Disability benefits, Workmen's Compensation, and Employment Insurance benefits will be entitled to their full vacation based on Company service and will be paid as follows:
- a) entitlement to a maximum of three (3) weeks indemnity will be calculated in accordance with the applicable legislation or any amendment thereof;
 - b) entitlement of a fourth and/or fifth and/or sixth week indemnity will be calculated on the basis of one (1) day of straight time pay for each complete ten (10) weeks the employee has been at work during the previous vacation reference year.
- 24.12 Employees who are **absent** from work **during the entire vacation reference year** (May 1 to April 30) shall not be entitled to any vacation indemnity.

25.00 STATUTORY HOLIDAYS

25.01 The following Statutory Holidays and any day or days established by statute or decree shall be observed. Employees having completed one (1) calendar month's service or more will be paid for any such Statutory Holiday, providing they render themselves eligible under clause 25.05:

| |
|-----------------------|
| NEW YEAR (2 DAYS) |
| GOOD FRIDAY |
| EASTER MONDAY |
| VICTORIA DAY |
| ST- JEAN BAPTISTE DAY |
| CANADA DAY |
| LABOUR DAY |
| THANKSGIVING DAY |
| CHRISTMAS (3 DAYS) |
| FLOATER (1 DAY) |

Employees required to work overtime on a Statutory Holiday may take a day off without pay in addition to their paid overtime within two (2) weeks following the Statutory Holiday.

25.02 CHRISTMAS and NEW YEAR SHUTDOWN

2012 – 2013

Saturday December 24 to Wednesday January 2 inclusive

| | | |
|-----------|-------------|-----------------------|
| Saturday | December 22 | --- |
| Sunday | December 23 | --- |
| Monday | December 24 | Christmas |
| Tuesday | December 25 | Christmas |
| Wednesday | December 26 | Christmas |
| Thursday | December 27 | Floater |
| Friday | December 28 | Additional Day |
| Saturday | December 29 | --- |
| Sunday | December 30 | --- |
| Monday | December 31 | Additional Day |
| Tuesday | January 1 | New Year |
| Wednesday | January 2 | New Year |

2013 – 2014

Saturday December 21 to Sunday January 5 inclusive

| | | |
|-----------|-------------|--------------------------------|
| Saturday | December 21 | --- |
| Sunday | December 22 | --- |
| Monday | December 23 | Additional Paid Holiday |
| Tuesday | December 24 | Christmas |
| Wednesday | December 25 | Christmas |
| Thursday | December 26 | Christmas |
| Friday | December 27 | Floater |
| Saturday | December 28 | --- |
| Sunday | December 29 | --- |
| Monday | December 30 | Additional Day |
| Tuesday | December 31 | Additional Day |
| Wednesday | January 1 | New Year |
| Thursday | January 2 | New Year |
| Friday | January 3 | Additional Paid Holiday |
| Saturday | January 4 | --- |
| Sunday | January 5 | --- |

2014 – 2015

Saturday December 24 to Monday January 2 inclusive

| | | |
|-----------|-------------|-----------------------|
| Wednesday | December 24 | Christmas |
| Thursday | December 25 | Christmas |
| Friday | December 26 | Christmas |
| Saturday | December 27 | --- |
| Sunday | December 28 | --- |
| Monday | December 29 | Floater |
| Tuesday | December 30 | Additional Day |
| Wednesday | December 31 | Additional Day |
| Thursday | January 1 | New Year |
| Friday | January 2 | New Year |
| Saturday | January 3 | --- |
| Sunday | January 4 | --- |

The additional day is not a Statutory Holiday. For some members payment for the additional day requires an option of banked hours or a vacation day.

25.03 PAYMENT FOR ADDITIONAL DAYS

Employees must exercise an option in order to be paid for the additional days required for the respective shutdowns:

2012 – 2013

Friday December 28 **Additional Day**

Monday December 31 **Additional Day**

2013 – 2014

Monday December 30 **Additional Day**

Tuesday December 31 **Additional Day**

2014 – 2015

Tuesday December 30 **Additional Day**

Wednesday December 31 **Additional Day**

Employees must exercise one of the following options in order to be paid for the Additional Days required for the shutdowns:

Option 1: Bank a total of 7.6 hours per shutdown.

Option 2: Submit one (1) vacation day per shutdown.

25.04 In the event that a Statutory Holiday falls within an employee's scheduled vacation period, the employee may extend his vacation period to cover that additional day.

25.05 In the event that a Statutory Holiday with the exception of St-Jean-Baptiste, Christmas and New Year falls on a Saturday or Sunday, the following Monday will be observed in lieu thereof.

St-Jean-Baptiste (June 24th) will be observed on Friday if it falls on Saturday and will be observed on Monday if it falls on Sunday, as decreed by current legislation.

The days observed in lieu when Christmas and New Year falls on a Saturday or Sunday is negotiated separately and is covered under clause 25.02.

25.06 To be eligible for pay for any of the Statutory Holidays listed in clause 25.01, an employee must work the working day immediately preceding and the working day immediately following the Statutory Holiday. An employee shall be paid for any such Statutory Holiday if he can supply the Company with a satisfactory reason for his unavoidable absence.

26.00 BEREAVEMENT LEAVE

26.01 An employee requiring a leave of absence because of family bereavement will make application to the Director, Employee Relations through his department manager.

27.00 CIVIC DUTIES

27.01 Employees subpoenaed as witnesses in proceedings for which they are not party; or for jury duty will be paid the difference between their normal workday pay and the amount they receive for such civic duties. In order to benefit from this clause, the employee must notify the company in writing with a copy of the notification within five (5) days from receipt.

27.02 The Company will grant an employee required time off with pay to be sworn in as a Canadian citizen up to a maximum of 7.6 hours.

28.00 LEAVE OF ABSENCE

28.01 Random absences

All random absences not covered under Articles 13.00, 23.00, 24.00, 25.00, 26.00 and 27.00 are without pay.

28.02 Leave of absence without pay

All requests for leave of absence without pay over two (2) days duration will be referred to the Human Resources Department by the Department Head concerned together with the nature and circumstances of the request as it affects both the employee and the Company.

After discussion with the Department Head, it will be the responsibility of the Director, Employee Relations to grant or deny the request based upon the general practice followed with regard to similar requests from employees throughout the Company.

28.03 Educational leave of absence

An employee wishing to apply for educational leave of absence will make written application to his Department Head.

Conditions for awarding educational leave of absence

1. Educational leave will be granted at the discretion of the company,
2. An employee must have two (2) years of continuous service with the Company to be eligible for educational leave of absence.
3. The duration of this leave of absence is limited to twelve (12) months.
4. Application for an educational leave of absence is limited to:
 - a) one leave of absence in any two (2) year period;
 - b) a maximum of three (3) leaves of absence.

Benefits during educational leave of absence

During an educational leave **the benefit coverage will be as follows:**

- Group Health Insurance
- Dental Insurance
- Life Insurance
- Accidental Death and Dismemberment Insurance
- Emergency Travel Assistance

There will be **no coverage** for:

- Sick Leave
- Long Term Disability

Employees must make all employee contributions towards the Company Pension Plan in order for this time to be considered as credited service.

Income leveling processes during an educational leave of absence

An employee granted educational leave of absence can apply for the "Income Leveling Process". The Income Leveling Process allows the employee to arrange for the Company to retain up to a maximum of 50% of his salary earned in a time period immediately prior to the leave of absence. This prior period will not exceed in duration the leave of absence and the employee must give the Company not less than twelve (12) months notice of intention to apply for the Income Leveling Process. The sum retained by the Company will then be paid to the employee in equal installments on normal pay periods during the leave of absence.

28.04 Maternity Leave

- a) A leave of absence without pay for maternity reasons will be permitted. This absence will be in accordance with current legislation. Total maternity leave will not exceed eighteen (18) consecutive weeks. Maternity leave may commence a maximum of sixteen (16) weeks prior to the anticipated birth. The unused portion prior to termination of pregnancy may be used following termination of pregnancy. Upon return to work all former rights will be reinstated. Notice of intention to resume work after termination of pregnancy must be given in writing prior to the commencement of maternity leave.
- b) During the maternity leave the following supplementary income will apply to the understanding that the employee will be committed to return to work at the end of their maternity leave. To be eligible for this program the employee must have completed their company probationary period and must have worked at least fifty two (52) weeks before the start of the maternity leave. This supplementary income combined with Quebec Parental Insurance Plan will equal 80% of the employee base salary
 1. For fifteen (15) weeks of maternity leave the employee will receive from the Company any difference between the Quebec Parental Insurance Plan and **80% of base salary**.
 2. The base salary will remain the same even if there is a salary increase due to the application of the collective agreement.
 3. Upon receipt of the Maternity Leave Income Supplement request, the employee will have to produce a proof of eligibility from the Quebec Parental Insurance Plan which will indicate the amount received and the date of the first payment. The employer will have ten (10) days to issue the first payment or explain the reasons of the refusal.
 4. The employee must commit in writing to refund all money collected from the Company if she decides not to come back to work for the Company for a period of at least six(6) months

28.05 Birth and Adoption leave

An employee may be absent from work for **five (5) days**, of which **the first two (2) days are paid**, at the birth of his child or the adoption of a child.

Such leave may be divided into days and **may not be taken more than fifteen (15) days** after the child arrives at the residence of his father or mother.

28.06 Parental leave

An employee may request an unpaid parental leave not to exceed fifty-two (52) weeks. Parental leave may be taken after giving notice of not less than three (3) weeks, stating the date on which the leave will begin and the date on which the employee will return to work. An employee may return to work before the date stated provided there is written notice of not less than three (3) weeks. At the end of a parental leave the employee shall be reinstated to his former position with the same benefits and salary to which he would have been entitled had he remained at work.

For employees with less than one (1) year of service, a leave of absence for parental reasons will be permitted. This absence will be in accordance with current legislation. Upon return to work all former rights will be re-instated. Notice of intention to resume work after termination of pregnancy must be given in writing prior to the commencement of parental leave.

28.07 Paternity Leave

An employee is entitled to a paternity leave of not more than **five (5) uninterrupted weeks**, without pay, at the time of the birth of his child.

The paternity leave can be taken at any time, but it cannot begin before the week in which the child is born and must end not later than fifty-two (52) weeks after the child's birth.

29.00 TECHNOLOGICAL CHANGES

29.01 The Company agrees that it will advise the Union of any technological changes in advance of implementation. In the event that there is a need to train an employee(s), the Company agrees not to undertake this training prior to the posting of the job requirement.

The Company agrees to notify the Union of the name, position and location of each employee that is affected by a technological change.

29.02 The Company and the Union agree that in the event of a lay-off caused by technological change, every effort will be made to alleviate its effects upon the employees concerned.

The following procedure will be followed:

1. in the event of a lay-off due to the introduction of a technological change, the Company will give the Union a notice of not less than ninety (90) calendar days prior to implementation of that change;
2. where any employee is involved in a lay-off due to technological change, the Company and the Union will establish an agenda for finding solutions to the following questions:
 - a) location of vacancies or potential vacancies, within the Company, for which the individuals possess the necessary qualifications to be re-located;
 - b) location of vacancies or potential vacancies within the Company, for which the individuals possess the necessary aptitude and qualifications to be retrained;
 - c) advisory assistance leading to relocation;
3. The Re-Classification Committee will be established fifteen (15) calendar days after notification of technological change and will continue to meet during the ninety (90) days following its establishment.

29.03 **The Company will provide training to employees reassigned or reclassified** as a result of technological changes

30.00 LAY-OFF

- 30.01 a) The Company agrees to the following schedule for a notice of lay-off:

Twenty (20) working days prior to lay-off:

- notice to the Union in advance of notice to employees who may be affected by the redundancy in order to determine the employees to be laid off;

Ten (10) working days prior to lay-off:

- written notice to employees who will be laid off.

Note: **Employees affected by a lay-off whilst not at work** (sick leave, Workmen's Compensation, Long Term Disability, maternity leave or any other leave) will have the letter of lay-off placed in their personal dossier and will be considered as written notice as per the above.

- b) In accordance with current legislation, the Company will give notice as follows:

- two (2) weeks prior to lay-off for those employees who have **less than five (5) years** of continuous service;
 - four (4) weeks prior to lay-off for those employees who have **five (5) years** of continuous service, but less than ten (10) years of continuous service;
 - eight (8) weeks prior to lay-off for those employees who have **ten (10) years** of continuous service, but less than fifteen (15) years of continuous service;
 - ten (10) weeks prior to lay-off for those employees who have **fifteen (15) years or more** of continuous service
- c) If the Company is unable to give such notice, the employee will be paid an indemnity corresponding with such notice. The Company will abide to any change in the legislation covering clause 30.01 b.

- 30.02 In all cases of lay-off the Company will give preference to the employees having greatest seniority subject to the exceptions listed below:

- a) the designated union positions will be accorded top seniority by the Company at time of lay-off in the following order:
1. President
 2. Vice-President
 3. Recording Secretary
 4. Financial Secretary
 5. Grievance Committee Chair
 6. Grievance Committee Member
 7. Grievance Committee Member
 8. Immediate Past Negotiating Committee Chair

- b) The Company may retain eight (8) employees regardless of their seniority provided one of these conditions is applied:
- any employee with special ability and specific education requirements related to that position.
 - any employee on a specific project at the time of lay-off. The employee would be put on lay-off upon completion of the project.
 - any employee given special training provided by Rolls-Royce and which is still appropriate and related to that function.
- c) pursuant to a) and b) above, only one (1) employee will be retained by both or either parties in departments with ten (10) or less employees in the Bargaining Unit, and two (2) in departments of more than ten (10) employees.

30.03 With respect to clause 30.02 a, if union members hold dual positions among the listed union officers, then the number of employees protected by the Company will be decreased to achieve balance.

30.04 **For the purpose of establishing seniority at the time of lay-off**, the following rules apply:

- a) an employee changing position to one of a lower job level within his own occupational group carries his seniority immediately;
- b) an employee changing position but not job level within his own occupational group carries his seniority immediately;
- c) an employee changing job levels by upgrading or job enrichment carries his seniority immediately;
- d) an employee moving up job levels **within his own occupational group** carries his seniority after the time calculated from Column "A" of clause 30.05;
- e) an employee moving up, across or down job levels **outside his occupational group** carries his seniority after the time calculated from Column "B" of clause 30.05.

30.05 For the purpose of establishing seniority at the time of lay-off the following schedule shall apply per job level:

| | A | B |
|------------------|---------------------------------------|--------------------------------------|
| Job level | Within same occupational group | To another Occupational group |
| 6 to 9 | Twelve (12) months* | Eighteen(18) months* |
| 10 to 14 | Eighteen (18) months* | Twenty-four (24) months* |

* Per Job Level

30.06 At time of lay-off, an employee will have a right to exercise his bumping rights **within any occupational group to which he has accrued seniority** as follows:

1. an employee may return to his previous function provided his seniority is greater than the incumbent with the least seniority;
2. an employee may claim the right to an equal or lower job level by displacing an incumbent with the least seniority in the job level affected. However, if the employee does not possess the necessary experience to claim this position, he may work upwards **to a position suitable to his experience** within the respective occupational group;
3. an employee bumping to another occupational group may bump only up **to the job level he had attained while in that occupational group.**

30.07 An employee who, in exercising his bumping rights, displaces an incumbent will have a maximum of ten (10) working days to **demonstrate his ability to perform the work** to the satisfaction of supervision, failing which, the employee will be placed on lay-off.

30.08 Employees bumped from their position prior to the completion of their job probationary period will return to the said position to continue their job probationary period, if the new incumbent fails to perform satisfactorily within the time limits as defined in clause 30.07.

30.09 In the event of emergency conditions beyond the reasonable control of the Company which prevent the normal operation of the Company, a temporary lay-off for the duration of the emergency may be made, without regard to the lay-off provisions of this clause or to Article 18.00. An employee laid off under this Article shall continue to accrue seniority during such period of temporary lay-off.

30.10 An employee who is laid off and had less than two (2) years service at the time of lay-off shall have his seniority and service restored to him if he is **rehired within one (1) year of lay-off**. An employee who is laid off and had two (2) years service or more at the time of lay-off shall have his seniority and service restored to him if he is **rehired within two (2) years of lay-off**.

The time period of a temporary recall, of **more than four (4) consecutive weeks to a position previously held**, will be added to the length of recall rights of a laid off employee.

Once an employee has been recalled for four (4) consecutive weeks he will be covered by Life Insurance, Accidental Death and Dismemberment Insurance and the time worked will be considered as pensionable service.

30.11 In the event of a lay-off, the Company will review sub-contracts and work that is being performed by individuals hired on a contract basis with a view to any possible alleviation of the lay-off.

30.12 Employees on lay-off with recall rights are entitled to apply for any job vacancies arising out of job postings.

30.13 The Company agrees to cover all specified **benefits for employees** with less than ten (10) years of service who are placed **on lay off** for the month of lay-off and the following month excluding Short Term Disability and Long Term Disability,

Employees who have ten (10) years of service but less than twenty (20) years of service will be covered for two (2) months following the month of lay-off.

Employees who have twenty (20) years of service and more will be covered for three (3) months following the month of lay-off.

31.00 RECALL PROCEDURE

- 31.01 Recall shall be by seniority within group and classification with reference to Article 30.00. **An employee's right to recall to the position last held shall not be annulled in exercising this prerogative.**
- 31.02 Recall shall be by means of a telegram or a letter sent by courier to the employee at his last known address registered with the Company. Failure to report for work within ten (10) working days from the date the telegram or letter was sent will involve forfeiture of recall rights and seniority. The Union is to be informed of recall by copy of the telegram or letter.
- 31.03 The rights to be rehired, as outlined in the present clause are subject to a new medical examination. If the Medical Director of the Company declares the employee permanently unfit for re-employment, his rights as outlined in the present clause are forfeited. If, however, the Medical Director of the Company declares an employee temporarily unfit, he maintains his recall rights until such time as the Medical Director of the Company declares him either fit or permanently unfit. If there is a disagreement with the decision of the Medical Director of the Company, the employee or the Union can invoke the grievance procedure.

32.00 SEVERANCE PAY

32.01 An employee with seniority covered by this Agreement, who has completed one (1) year or more of continuous service with RRC immediately prior to being laid off through no fault or action of his own, shall receive severance pay as provided in clause 32.03 subject to the limitations and conditions set forth herein, but **he shall receive no severance pay** if any one or more of the following conditions exist:

- a) he exercises his bumping right in order to remain in the employ of the Company or accepts a transfer;
- b) he accepts any other employment with the Company or refuses to accept a job in his own or comparable work classification under this Collective Agreement provided **the job offered is the same job level as his current level;**
- c) he wishes to retain his recall rights in accordance with clause 31.01;
- d) the lay-off is due to an emergency condition as defined in clause 30.09; a national war emergency; the revocation of the Company's operating certificates;
- e) the lay-off results from a strike; lockout; the picketing of the Company's premises.

32.02 In addition, severance pay will not be made to an employee whose service is terminated as a result of disciplinary measures, retirement, medical reasons, or resignation other than as a direct result of or during a lay-off.

32.03 The amount of severance pay due under this clause shall be as defined in Article 18.00 of this Collective Agreement, and shall be computed on the basis of the employee's regular weekly wages at time of lay-off, as follows:

| YEARS OF SERVICE | INDEMNITY |
|--|--|
| Under one (1) year | One (1) week |
| One (1) year to less than fifteen (15) years | One (1) week pay for each complete year of service |
| Fifteen (15) years or more | Two (2) weeks pay for each complete year of service; maximum of fifty-two (52) weeks |

32.04 The maximum severance paid will include the indemnity paid in lieu of notice specified in clause 30.01 c.

33.00 DISCIPLINARY MEASURES, SUSPENSION AND DISCHARGE

- 33.01 The Union shall be notified **prior to any verbal warning issued** to an employee.
- 33.02 Employees at their **option** shall have the right to have a member of the Grievance Committee or a **Union Representative** present at any meeting where a **verbal warning** is issued.
- 33.03 A member of the Grievance Committee or a **Union Representative shall be present** at any time where an employee has been called in for a meeting involving a disciplinary matter other than a verbal warning.
- 33.04 The Union shall be given a copy **two (2) working days prior to the issue** of any **written warning or notice of suspension or discharge** issued to an employee except in cases which warrant an immediate suspension or summary discharge.
- 33.05 The Company and the Union recognize that all disciplinary measures shall be just and sufficient proven cause and proportional to the seriousness and frequency of the offense.
- 33.06 **A letter of warning** shall remain on file for a period of six (6) months This period excludes Short term disability of ~~for~~ more than 10 consecutive working days, Long term disability, any labour accident related leave or any other leave of absence.
- 33.07 It is agreed that whenever a **suspension** is imposed it **will not be put into effect** until the parties have discussed the reasons justifying the suspension.
- 33.08 **A letter of suspension** shall remain on file for a period of up to two (2) years. This period excludes Short term disability of more than 10 consecutives working days, Long term disability, any labour accident related leave or any other leave of absence.
- 33.09 No employee having served his Company probationary period shall be discharged except for just and sufficient proven cause.
- 33.10 Reasonable notice will be given to the **President of the Union or his designate** of the discharge of **any member of the Bargaining Unit prior to the discharge.**
- In cases of summary discharge, the employee may consult with the Union representative in the confines of the Union Office in agreement with the Director, Employee Relations or his designate.
- 33.11 An employee reinstated after a discharge, which is determined to have been unjust, will be reinstated without loss of seniority, pay and benefits. The Company will reimburse the employee for lost time but the settlement will not include any overtime, which could have been worked. Deductions shall be made for any compensation from any source, which the employee may have received during the period of separation. Such conditions apply unless an arbitrator rules otherwise
- 33.12 Notwithstanding certain circumstances, the Company and the Union recognise **the principle of progressive discipline.**

34.00 DISPUTE AND GRIEVANCE PROCEDURES

- 34.01 **A dispute** is defined as any matter concerning the interpretation, application or alleged violation of any provision of this Collective Agreement. An employee shall be allowed reasonable paid time off to discuss a problem with his Union Steward upon obtaining permission from his manager.
- 34.02 Any dispute shall first be discussed between the manager and the employee. If the employee so desires, he may be accompanied by his Union Steward or by a member of the Grievance Committee.
- 34.03 **A dispute must be initiated within sixty (60) calendar days** of the event allegedly having occurred, except in cases of suspension or dismissal. **In cases of suspension or dismissal** the dispute must be initiated within **fifteen (15) calendar days**, after which the grievance procedure cannot be invoked.
- 34.04 The manager must reply to the dispute within four (4) working days. If no settlement is reached at this stage, the dispute shall be discussed at the next communications meeting. The dispute will be considered resolved if no action is taken by either party within ten (10) working days from the discussion at the communications meeting. Failing resolution, the dispute may then proceed to Step I of the grievance procedure.
- 34.05 The Union will have the right to appeal but not to grieve on behalf of an employee during the Company probationary period.
- 34.06 Employees with seniority shall have the right to submit grievances in either French or English language and replies will be made in the language originally used.

34.07 Step I - Departmental manager Stage

The Director, Employee Relations and/or his designate will review the grievance with the departmental manager concerned. Any discussion involving the Union will be carried out with the Grievance Committee. The manager will give written answer **within ten (10) working days**, unless the parties mutually agree in writing to an extension of time **otherwise the grievance will automatically proceed to Step II.**

34.08 Step II - Group Manager Stage

The Grievance Committee may proceed to Step II **within ten (10) working days following the reply to Step I. The parties may agree in writing to an extension of time.**

- 34.09 The Director, Employee Relations and/or his designate will review the grievance with the group manager or his designate concerned with the grievance. The group manager or his designate will give written answer **within fifteen (15) working days, unless the parties mutually agree in writing to an extension of time.**

34.10 Arbitration

The Grievance Committee and the President of the Union must give written notice of the Union's intention to proceed to arbitration if the grievance is not settled at this stage. This notice must be given to the Company **within twenty (20) working days** upon receipt of the Company's reply to Step II of the grievance procedure. The parties may mutually agree in writing to an extension of time, **failing which the grievance will automatically become null and void.**

35.00 ARBITRATION

- 35.01 The Company and the Union shall mutually agree to **the selection of an arbitrator within ten (10) working days** of the written notice of the Union's intention to proceed to arbitration. The matter shall be referred to the Minister of Labour by either party within ten (10) working days, following the failure to reach a mutual agreement.
- 35.02 The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Collective Agreement. The arbitrator shall have the authority to maintain, to reduce or to rescind any disciplinary measure and to decide the appropriate compensation.
- 35.03 The arbitrator's jurisdiction shall be limited to matters concerning the interpretation, the application or the compliance with the provisions of this Collective Agreement.

36.00 INTERPRETATION

- 36.01 In accordance with the provisions of Article 43 of La Charte de la Langue Française, the French text of this Agreement is the official one as far as the application and the interpretation of the contract is concerned.
- 36.02 Wherever the masculine gender has been used in this Agreement, it refers equally to male and female employees.
- 36.03 The word **service** as used in this Agreement shall refer to the total period of employment with RRC starting with the hiring date notwithstanding the terms of clause 30.09.
- 36.04 The word **Company** as used in this Collective Agreement shall comprise the existing plant locations and in the event that during the term of this Collective Agreement the Company transfers one or more of its present operations to a new location within the Province of Quebec, the present Collective Agreement shall be extended to cover employees engaged in such operations.
- 36.05 The **team** is defined as a group of individuals sharing a common goal and working together to deliver quality products or services in line with the committed schedule, on budget and to customer requirements.
- 36.06 The term **Schedule adherence** is defined as the achievement of a sequence of tasks and operations carried out within a specific timeframe in order to adhere to our operational schedule and meet committed customer delivery dates.
- 36.07 The word **Qualification** is considered to be a combination of formal education, experience and inter-personal skills.

37.00 NEW EMPLOYEES

- 37.01 The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect. The Company shall provide all new employees with a copy of the Collective Agreement.
- 37.02 The Company agrees to notify the Union of the name, address, position and location of each new employee within five (5) working days of their date of employment.

38.00 JOINT COMMITTEES

38.01 Joint Health and Safety Committee

The Company and the Union recognize the benefits of a Joint Health and Safety Committee

The Company shall continue to make reasonable provisions for the Health and Safety of its employees during the hours of employment. It is agreed that both the Company and the Union shall cooperate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of the health and safety of all employees.

38.02 Joint Training Committee

The Company and the Union recognize the benefit of a Joint Training Committee.

The Joint Training Committee will comprise two (2) Lodge 2468 representatives and two (2) Company representatives. The committee will discuss technical training requirements and make appropriate recommendations.

39.00 EMPLOYEE ASSISTANCE PROGRAMME (E.A.P.)

- 39.01 The Company and the Union recognize the value of the Employee Assistance Program (E.A.P.). The E.A.P. will assist employees in the event of alcohol and drug addiction as well as any other social and personal problems. The E.A.P. is voluntary and confidential.

40.00 INTENTION OF NEGOTIATION

- 40.01 Prior to the expiration of this Collective Agreement, a letter of intent to negotiate will serve as notification in accordance with the current Labour Code.

In addition, the presentation of the demands will be made within eight (8) calendar days of the issuance of such a letter or at the expiration of the current Agreement which ever is earlier.

41.00 DURATION OF THE AGREEMENT

- 41.01 This Collective Agreement is effective three periods as follows:

| | |
|----------------|-------------------------------------|
| First Period: | March 18, 2012 to May 11, 2013 |
| Second Period: | May 12, 2013 to July 5, 2014 |
| Third Period: | July 6, 2014, to September 12, 2015 |

Signed in Lachine, Québec , on October, ____, 2013

Rolls-Royce Canada limitée

Lodge 2468

Annie Christa-Lee Fortier
Rolls-Royce Canada

George Zoni
Lodge 2468

Brigitte Morneau
Rolls-Royce Canada

Matt McGinn
Lodge 2468

Nuno Taborda
Rolls-Royce Canada

Colin Adams
Lodge 2468

Scott Tebbs
Rolls-Royce Canada

Shahira Azmy
Lodge 2468

Summer Smith
Rolls-Royce Canada

Lee Cappadocia
Lodge 2468

Lee Fromson
Rolls-Royce Canada

Claude Boisvert
AIMTA

APPENDIX "A "

1. TEMPORARY EMPLOYEES (Full –time and part-time)

An employee classified in this category shall be one who has been engaged, either as a temporary replacement for a permanent employee or as additional staff for a specific assignment lasting less than twelve (12) months.

1.1 Salary

Salary for employees in this category will be calculated on a bi-weekly rate basis.

1.2 Statutory Holidays

Eligibility and payment for Statutory Holidays will be as per the provisions of the applicable legislation or any amendment thereof.

1.3 Vacation

Clause 24.02 will apply.

1.4 Overtime

Overtime shall be related to the work, for what he has been hired, performed during the same day or shift. If the overtime is not related to the work performed during the same day or shift, it will be offered first as per clause 16.01 and secondly to the temporary employees.

1.5 Other benefits

Employees in this category will not be entitled to participate in, or derive benefit, from any Company Benefit Plan.

1.6 Union membership

Union dues deduction will not be required for employees hired for scheduled periods of less than one (1) month.

Union dues deductions will be required for employees hired for scheduled periods of one (1) month or greater effective the date of hire.

However, the benefits to which they are entitled are restricted to the conditions of employment as defined in this Appendix.

2. TEMPORARY EMPLOYEES (STUDENTS)

Employees in this category shall be students who have been engaged by the Company as a result of the Company's practice regarding the hiring of students during academic vacation periods (May to September). This practice is as follows:

- a) in January of each year, management establishes the number and nature of students to be hired and the department to which they will be assigned;
- b) by the end of March of each year, the Human Resources Department will select, from applications submitted, qualified students to fill the established requirements, giving preference to immediate relatives of employees.

2.1 Salary

Salary for employees in this category will be calculated on a bi-weekly rate basis.

2.2 Statutory Holidays

Eligibility and payment for Statutory Holidays will be as per the provisions of the applicable legislation or any amendment thereof.

2.3 Vacation

Not applicable. However, upon completion of the temporary assignment, the employee will receive 4.0% of basic earnings as termination indemnity.

2.4 Overtime

It is not applicable unless the student has been hired for a specific job during academic vacation period.

2.5 Other benefits

Employees in this category will not be entitled to participate in, or derive benefit from, any Company Benefit Plan.

2.6 Union membership

Will pay Union dues, however, the benefits to which they are entitled are restricted to the conditions of employment as defined in this Appendix.

3. TEMPORARY EMPLOYEES (WORK STUDY)

Employees in this category are undergraduates or post-graduates engaged by the Company as a result of the Company's policy to develop closer relations with the teaching institute.

3.1 Work study length

Work-study cannot exceed a period of twelve (12) months unless agreed mutually with the Union.

3.2 Salary

Salary for employees in this category will be based on a bi-weekly rate basis.

3.3 Statutory Holidays

Employees in this category will be paid for Statutory Holidays upon completion of one (1) month from the date of hire.

3.4 Overtime

It is not applicable unless the employee has been hired for a specific job during his assignment.

3.5 Vacation

Under completion of the assignment, the employee will receive 4.0% of basic earnings as termination indemnity.

3.6 Other benefits

Employees in this category will not be entitled to participate in, or derive benefit from, any Company Benefit Plan.

3.7 Union membership

Employees in this category will pay Union dues if period of employment is greater than three (3) months. However the benefits to which they are entitled are restricted to the conditions of employment as defined in this Appendix.

4. VACANCY

Temporary full-time and part-time employees may, should a vacancy arise, make application for any full time permanent position, which they feel they are qualified to fill. Such application will be made by completing the appropriate form and submitting the same to the Human Resources Department.

These employees will be considered as external applicants and all conditions pertaining to a new hire will apply.

APPENDIX "B"

1. PERMANENT EMPLOYEES (PART-TIME)

- 1.1 Any part-time position will be discussed with the Union prior to its introduction.
- 1.2 Hours of work, salary and benefits will be discussed with the Union prior to its introduction.
- 1.3 Vacations will be pro-rated according to the hours worked.
- 1.4 Statutory Holidays will only be paid when the employee is normally scheduled on those days.
- 1.5 Employees are eligible for benefits only if they are scheduled to work a minimum of thirty (30) hours per week. The employee's eligibility for the Pension Plan is determined by legislation.

2. VACANCY

Permanent part-time employees may, should a vacancy arise, make application for any full time permanent position, which they feel they are qualified to fill. Such application will be made by completing the appropriate form and submitting it to the Human Resources Department.

These employees will be considered as external applicants and all conditions pertaining to a new hire will apply.

APPENDIX "C"

EMPLOYEE EDUCATION ASSISTANCE SCHEME

1. GENERAL POLICY

- 1.1 The purpose of this Appendix is to establish policy and procedure whereby permanent employees may receive financial assistance to attend courses of training either directly applicable to their work or considered to be relevant to the Company's operations as a whole.
- 1.2 The granting of financial assistance will only be considered for improving the ability of employees in their existing jobs and/or develop potential ability which may be required by the Company in future operations.
- 1.3 The scheme does not apply to cases where Management instructs an employee to undertake a specific course of study.
- 1.4 The administration of this scheme is delegated to the Vice-President, Human Resources.

2. CONDITIONS FOR RECEIVING FINANCIAL ASSISTANCE

- 2.1 Assistance will be granted for:
 - 2.1.1 courses leading to a university degree; or
 - 2.1.2 courses leading to a CEGEP diploma;
 - 2.1.3 courses leading to a high school leaving certificate;
 - 2.1.4 courses which are related to the type of work the employee is doing or, in the opinion of the Educational Committee, would be of particular benefit in the execution of his/her duties.
- 2.2 To qualify, the employee must obtain approval for financial assistance before commencement of the course. Such approval cannot be granted before the employee has satisfactorily completed his probationary period with the Company.
- 2.3 The Company support will be **one hundred percent (100%) of the tuition and examination fees. Book and course material** will be reimbursed up to a maximum of **\$150.00** per course. **Registration fees** will be paid up to a maximum of **\$100.00**. This financial support will only be given upon satisfactory proof of successful completion of the course. It should be noted that, in accordance with current regulations of the Taxation Division, Department of National Revenue, Government of Canada, all assistance grants paid by the Company will be added to the income of the employee for tax purposes.
- 2.4 The program will apply only to courses sponsored by recognized educational institutions and, as a general rule will apply to correspondence courses.

3. CONDITIONS FOR RECEIVING INTEREST FREE LOAN

- 3.1 Employees whose applications for assistance are approved will also be able to apply for an interest free loan from the Company to help defer the cost of tuition.
- 3.2 Upon approval, the Company will advance to the employee an interest free loan up to 100% of the total cost of tuition, **plus \$150.00 per course for books, up to a maximum of \$750.00** at any given time.
- 3.3 The employee must submit to the Company a receipt of tuition payment from the educational institution within seven (7) days following the granting of the loan.
- 3.4 This loan will be reimbursed by regular payroll deductions, starting on the first pay following the date the loan has been granted, and the deductions will continue until the total amount has been reimbursed completely or within 26 weeks, whichever occurs first.

4. PROCEDURE

- 4.1 An employee wishing to apply for educational assistance will make a written application to the Director, Employees Relations through his Department Head, using an "Application for Educational Assistance" form.
- 4.2 The Director, Employees Relations will study the application with the Department Head concerned and will notify the employee of its decision in writing, through the Department Head, with a copy to the Human Resources department.
- 4.3 Upon termination of the course, the employee will submit to the Human Resources department proof of satisfactory completion, as well as of actual fees paid. Proportionate reimbursement will only be made upon fulfillment of these conditions.

APPENDIX “D”

OCCUPATIONAL GROUPS

| | |
|----------------|---|
| GROUP 1 | GENERAL |
| GROUP 2 | FINANCE |
| GROUP 3 | COMMERCIAL & MARKETING |
| GROUP 4 | MATERIALS |
| GROUP 5 | TECHNOLOGISTS |
| GROUP 6 | INSTRUMENTATION ANALYSTS & SPECIALISTS |
| GROUP 7 | LABORATORY |
| GROUP 8 | TECHNICAL & SERVICE REPRESENTATIVES |
| GROUP 9 | DESIGNERS & PLANNERS |

OCCUPATIONAL GROUP 1

GENERAL

| <u>JOB TITLE</u> | <u>JOB LEVEL</u> |
|--|------------------|
| TELEPHONE OPERATOR RECEPTIONIST | 6 |
| PURCHASSING ASSISTANT/RECEPTIONIST | 7 |
| ADMINISTRATIVE ASSISTANT (category I) | 7 |
| ASSISTANT CUSTOMER SERVICE REP | 7 |
| DOCUMENT CONTROLLER | 7 |
| TECHNICAL LIBRARIAN | 7 |
| ADMINISTRATIVE ASSISTANT (category II) | 8 |
| ADMINISTRATIVE ASSISTANT R&D | 8 |
| MAINTENANCE COORDINATOR | 8 |
| PURCHASING TRAFFIC ASSISTANT | 8 |
| TIMEKEEPER ADMINISTRATOR | 8 |
| ADMINISTRATOR ASSISTANT COMMERCIAL | 9 |
| DEVELOPMENT/BUILD & TEST COORDINATOR | 9 |
| SITE ADMINISTRATOR TRENT | 9 |
| TECHNICAL ADMINISTRATOR PROCUREMENT | 9 |
| TECHNICAL ENGINEERING DATA & SYSTEMS | 9 |
| TECHNICAL INFORMATION ADMINISTRATOR | 9 |
| TIMEKEEPER ADMINISTRATOR TEAM LEADER | 9 |
| TECHNICAL ASSISTANT DATA PROCESSING | 10 |
| TRAFFIC COORDINATOR | 10 |
| CUSTOMS & TRADE LOGISTICS COORDINATOR | 11 |
| DATA ANALYST | 11 |
| STATISTICAL ANALYST | 11 |

OCCUPATIONAL GROUP 2

FINANCE

| <u>JOB TITLE</u> | <u>JOB LEVEL</u> |
|---|------------------|
| FINANCIAL INVENTORY ANALYST | 9 |
| INVOICING ADMINISTRATOR | 10 |
| FINANCIAL ACCOUNTANT R&D | 10 |
| FINANCIAL ANALYST OPERATIONAL | 11 |
| ACCOUNTANT – PRODUCTION COST | 12 |
| FINANCIAL INVENTORY ANALYST – FHA & COST REDUCTION | 12 |
| PROJECT ANALYST | 12 |
| SECTION LEADER INVENTORY ANALYST | 12 |

OCCUPATIONAL GROUP 3
COMMERCIAL & MARKETING

| <u>JOB TITLE</u> | <u>JOB LEVEL</u> |
|--------------------------|------------------|
| COMMERCIAL ADMINISTRATOR | 12 |
| PROGRAM ADMINISTRATOR | 12 |
| COMMERCIAL COORDINATOR | 12 |

OCCUPATIONAL GROUP 4

MATERIALS

| <u>JOB TITLE</u> | <u>JOB LEVEL</u> |
|--|------------------|
| COMMODITY BUYER II | 11 |
| MRP CONTROLLER I | 11 |
| PLANNING & SCHEDULING COORDINATOR | 11 |
| LOGISTIC COORDINATOR | 11 |
| | |
| TECHNICAL PLANNING CONTROL COORDINATOR | 12 |
| | |
| COMBUSTION DEVELOPMENT SPECIALIST | 13 |
| CONFIGURATION SPECIALIST | 13 |
| DEVELOPMENT CONFIGURATION SPECIALIST | 13 |
| MRP CONTROLLER II | 13 |
| PURCHASING AGENT – EXTERNAL SPARES | 13 |

OCCUPATIONAL GROUP 5

TECHNOLOGISTS

| <u>JOB TITLE</u> | <u>JOB LEVEL</u> |
|-------------------------|------------------|
| DAS TECHNOLOGIST | 12 |
| SENIOR DAS TECHNOLOGIST | 13 |

OCCUPATIONAL GROUP 6

INSTRUMENTATION ANALYSTS & SPECIALISTS

| <u>JOB TITLE</u> | <u>JOB LEVEL</u> |
|---|------------------|
| INSTRUMENTATION APPLICATION TRAINEE | 9 |
| METROLOGY ANALYST | 11 |
| INSTRUMENTATION APPLICATION SPECIALIST | 12 |
| INSTRUMENTATION APPLICATION SPECIALIST TEAM LEADER | 13 |

OCCUPATIONAL GROUP 7

LABORATORY

| <u>JOB TITLE</u> | <u>JOB LEVEL</u> |
|-----------------------|------------------|
| IWWTF TECHNICIAN | 10 |
| LABORATORY TECHNICIAN | 11 |
| SENIOR METALLURGIST | 13 |

OCCUPATIONAL GROUP 8
TECHNICAL & SERVICES REPRESENTATIVES

| <u>JOB TITLE</u> | <u>JOB LEVEL</u> |
|--|------------------|
| TECHNICAL ASSISTANT INSPECTION SUPPORT | 10 |
| INSPECTION SUPPORT | 11 |
| CONTINUOUS IMPROVEMENT QUALITY REP. | 12 |
| FIELD SERVICE REPRESENTATIVE | 13 |
| CUSTOMER TECHNICAL SERVICE REP. | 13 |
| PROJECT ENGINEERING REPRESENTATIVE | 13 |
| PROJECT TECHNICIAN | 13 |
| TECHNICAL SUPPORT REPRESENTATIVE | 13 |
| SUPPLIER REGULATORY AUTHORITY | 14 |
| TECHNICAL SUPPORT REP – CONTROLS | 14 |
| TECHNICAL SUPPORT REP – MECHANICAL | 14 |

OCCUPATIONAL GROUP 9
DESIGNERS & PLANNERS

| <u>JOB TITLE</u> | <u>JOB LEVEL</u> |
|--------------------------------------|------------------|
| METHODS, SCHEME PLANNING TECHNICIAN | 9 |
| C.A.D. MODELER | 12 |
| INSPECTION / PLANNER | 12 |
| DESIGN SERVICES TECHNOLOGIST | 13 |
| REPAIR & NEW BUILD TECHNICIAN | 13 |
| REPAIR & NEW BUILD TECHNICIAN LEADER | 14 |