

# **Local 673 Bombardier Unit**

## **2021 Contract Highlights**

### **1. Shared Functions**

- a. Elimination of ME / MA matrix & ratio, all shared functions on the matrix return to the Bargaining Unit
- b. Enhanced job duties for QA Techs by securing more work for the Bargaining Unit, including work currently being done by non-union personnel
- c. Corrective Action work returned to QA Techs
- d. Clear demarcation between Bargaining Unit and non-union personnel

### **2. Return of the Master Scheduling Function to the Union**

- a. Strengthened Work Commitment language to prevent similar violations from happening in the future.

### **3. All work performed at the FAL site, belongs to the Bargaining unit. No Contractors and no OSW employees performing our work**

- a. Red Oak Wing work now part of Work Commitment language
- b. All work that is performed by Local 112 must be supported exclusively by Local 673
- c. Elimination of all Tooling sub-contracted hours
- d. Clear lines of demarcation between OSW and Final Line work

### **4. FAL OSW, up to and including the obtainment of Certificate-of-Airworthiness belongs exclusively to the Bargaining Unit. No Contractors or NBU Personnel to perform our work with no exceptions**

- a. Outstanding work originating from the Final Line will always be supported by Local 673

### **5. New Article: Workplace Accommodation**

- a. Formalizes a detailed process for Company and employee obligations

### **6. New Grievance Process**

- a. A more robust grievance process that automatically awards the grievor if the company does not meet specific deadlines

### **7. Skilled Trades Classifications**

- a. Recognition from the Company for the Technical Group classifications

### **8. Mental Health Letter of Understanding**

- a. The Company and the Union are committing to raising awareness around mental health issues

## **MONETARY OFFER**

	2021-2022	2022-2023	2023-2024
Salary Increase – All Employees	0.5% + COLA	0.75% + COLA	1.0% + COLA
COLA	Fold-in as per current formula		
Pension	\$80 to \$86	-	-
Retiree Lump Sum	In year 1, \$400 lump sum per entitled member in lieu of pension indexation**		
Retiree Life Insurance	Increase from \$4000 to \$5000, effective date of ratification		
Duration of Agreement	3 Years		
Grievance Burndown	\$120,000		

\*\* All retirements thereafter are subject to a pro-rated lump sum payment for the life of this collective agreement:

- Employees who retire between January 1, 2022 to December 31, 2022 will receive a lump sum of \$300
- Employees who retire between January 1, 2023 – end of collective agreement will receive a lump sum of \$200

### **OTHER LANGUAGE/MONETARY OFFERS:**

#### **Methods**

- 1 retirement package offered at \$35,000 for the remaining 735
- 2 promotions from Group 12 to Group 14
- 5 promotions from Group 10 to Group 12

#### **Quality**

- Cancellation of posted surplus for 3 x 1206

#### **Logistics:**

- Return of Master Scheduling function to exclusive jurisdiction of Local 673
- Cancellation of posted surplus for 1 x 1236

## PENSION/BENEFITS CHANGES:

### Merge of 673 and 112 Toronto pension plans, no later than December 31, 2021

The Company and the Union agree to merge the following pension plans: *Bombardier Inc. Unifor Local 112 Non-Contributory Pension Plan*, *Bombardier Inc. Unifor Local 673 Non-Contributory Pension Plan*. For more clarity, a full asset transfer will be performed from *Bombardier Inc. Unifor Local 673 Non-Contributory Pension Plan* to the *Bombardier Inc. Unifor Local 112 Non-Contributory Pension Plan* as permitted under the Pension Benefit Act (Ontario) and its Regulations. The Company will select a merger date that must meet the following criteria:

1. The merger should not cause any adverse financial consequences to the Company
2. The merger should not impact any of the benefits provided to the members
3. The merger date should provide sufficient time to meet all pre-merger regulatory requirements

The merger may be postponed until a merger date meets all the above criteria.

The parties agree that the plan text of the merged plans will be amended and consolidated in the *Bombardier Inc. Unifor Local 112 Non-Contributory Pension Plan* plan text.

- Convert the Survivor Income Benefit by an increase to the Basic Life Insurance benefit from **\$85,000 to \$95,000** and to AD&D benefit from to **\$37,500 to \$42,500**.
- Implement mandatory use of GreenShield Canada Preferred Pharmacy network.
- Limit the number of dispensing fees to 5 per year for maintenance drugs. Dispensing fees over this limit will be assumed by the employees. (implementation is 90 days post ratification)
- Company agrees to reconduct the one-year lag in the dental fee guide

#### Short-Term Disability Benefit:

- Increase current benefits by \$30 from \$775/\$805 to \$800/\$830 depending on employee class

## **NEW LANGUAGE ENTERED INTO COLLECTIVE AGREEMENT**

### **NEW Letter of Agreement re: ME/MA Matrix & Ratio**

The parties recognize the necessity of a permanent solution with regard to the ongoing issues arising from the ME/MA Matrix of Shared Functions as well as the ME/MA ratio outlined in Letter of Intent #19, #31, and Letters of Understanding #15, #16, #34, and #37.

#### **1. TRANSFER OF SHARED FUNCTIONS**

All of the functions within the ME/MA Matrix – except for two listed below under Non-Exclusive Functions – shall be transferred to the exclusive work of the MA classifications, including but not limited to:

- Define work center layouts
- Define optimum work sequence
- Define Shop Floor layout for the plant
- Perform line balancing
- Implement the hours movement between work centers
- Crew load charts
- Defining workbook consumption processes for implementing fabrication and assembly equipment tied to process changes and manufacturing strategies
- Provide technical inputs for Manufacturing/Methods Requirements Documents
- Develop the program manufacturing schedule for 1<sup>st</sup> article
- Perform time studies and methods studies
- Develop standard manufacturing processes
- Justify and implement fabrication and assembly equipment tied to process changes and manufacturing strategies
- Define and order consumables
- Determine theoretical capacity for machine loading and efficiency

The above-noted duties are understood to exist in conjunction with the outlined duties of the salaried Methods Project Specialist role. The parties understand that some of the aforementioned duties form part of larger processes which work in conjunction with the Project Specialist (refer to LoU re: Methods Project Specialist).

The existing Joint Training Committee outlined in the collective agreement will immediately convene to discuss any knowledge gaps or training requirements in order to facilitate the transfer of the foregoing functions. The transition of the above noted functions will commence immediately upon ratification and will occur over a period of 6 calendar months. The only exception will be functions related to the Pearson project, which will transfer exclusively to MAs over a period of 14 calendar months. After which the MEs currently performing the above functions shall be redeployed elsewhere in the organization and will no longer be performing any of the remaining joint responsibilities.

Simultaneous to the transfer of this work to the MA classification, those MEs who presently do not perform any work associated to the shared functions will be redeployed to the appropriate existing excluded positions. The job descriptions and duties for the excluded classifications must be mutually agreed to by the Union and the Company prior to ratification. All relevant job

descriptions for these positions will be shared with the union and shall not be changed without mutual agreement. If there is any dispute about any overlap in responsibility between these positions and the MA classification, these disputes will be addressed through the regular grievance procedure.

## **2. NON-EXCLUSIVE FUNCTIONS – JOINT RESPONSIBILITIES**

The following functions will remain the joint responsibility of the 12 MEs identified on the nominal list and MAs:

- Prepare functional test procedures
- Define and order hand tools

There can never be more MEs/NBUs than MAs in any of the non-exclusive functions listed above.

## **3. ELIMINATION OF THE ME/MA MATRIX AND TRANSITIONAL PERIOD**

Prior to ratification of the 2021-2024 collective agreement, the parties will convene to identify 12 MEs which are currently performing the shared functions and create a nominal list. The nominal list must be mutually agreed by the Company and the Union.

These employees will be retained in their current positions and the Company will not, under any circumstances, make any further ME hires. The MEs named on the aforementioned list will remain in their positions until such time as their employment expires through resignation, retirement, layoff, termination, or redeployment elsewhere in the organization and no longer performing any of the remaining joint responsibilities. Thus representing a decline in the number of MEs. At which time all of their shared functions shall be transferred to the exclusive work of the MA classifications.

Upon ratification of this collective agreement, all duties in the MA/ME Matrix shall be added to the Normal Duties of the MA classifications. In addition, the job duties of all classifications previously amalgamated into the MA classifications per LOI # 15 shall be added to the Normal Duties of the MA classifications.

## **4. CREATION OF NEW JOB CODE – FT ANALYST (1370/1470)**

In order to support the final transition of the interim joint responsibilities, a new job classification will be created – the Functional Test Analyst (FTA).

- a. Within 9 months following ratification of the 2021-2024 collective agreement, the Company will post for the required number of FT Analysts in order to provide all current MA's with an opportunity to move into this new role. The selection process will be as follows:
  - i. Applicants will write a test comprised of multiple-choice questions and theoretical short-answer questions that are relevant to whether the applicant possesses the skills, qualifications, and abilities to perform the job. The Company and the Union will jointly develop study guides and discuss the format of the test and the methodology of calculating scores.

- ii. Applicants from outside of the Methods organization will also be required to undergo an interview with Leader of the area unless they have vested seniority in the 1020/1220 classifications.
  - iii. All 673 employees, including those on the recall list, may apply for these positions
  - iv. On an exceptional basis where no applicants from the active employment list or the layoff/recall list are successful, the Company and the Union will meet to discuss a path forward to fill the vacancy
- b. This classification will be part of the Technical Group as defined in Appendix I. Article 18, Schedule E & F will also be updated. Any employees from the Technical Group who enter the FTA classification will retain their previously vested rights and in the event of a surplus, may exercise their bumping rights to return to their previous classification if they have sufficient seniority.
- c. The Company and the Union will work together to define the job duties of the Functional Test Analyst.
- d. Wage rate of 1370 is the same as Technical Group 12
- e. Leads in the Functional Test group must be unionized (there can be no ME leads)

### **NEW - LOU RE: Methods Project Specialist**

This letter provides further clarification regarding job duties of the excluded classification of Methods Project Specialist.

Input for all technical, scheduling, and cost (hours and/or monetary) elements associated with all new and current projects and ANDON (liaison) activities related to all of the Methods Project Specialist responsibilities must be provided by Local 673 unionized employees. A Methods Project Specialist shall not infringe on the duties of Group 14 or 12L leads.

Factory design or facility optimization done by the Methods Project Specialist shall exclude areas of the factory that pertain to manufacturing activities such as, but not limited to, the following:

- work centre layout
- bay layout
- stores
- services for parts manufacturing, assembly, installation, and testing
- facility requirements to support production (electrical, shop air, vacuum lines, and all services to the aircraft)

**NEW - LOU RE: Quality Excluded Functions**

This letter provides further clarification regarding job duties of the excluded classifications of Quality Project Specialist, Customer Quality Representative, & Product Integrity Coordinator - Quality.

It is understood that these classifications will be required to work closely with unionized Quality Technicians who will provide input for all elements associated to the Quality Technicians classification for new and current activities related to the excluded classifications responsibilities as defined within the Project Specialist, Customer Quality Representative and Product Integrity Coordinator – Quality job descriptions.

Quality Project Specialists, Customer Quality Representatives, and Product Integrity Coordinators – Quality shall not infringe on the duties of Group 14 or 12L leads.

Any conflict of priority shall be resolved by the lead or leader.



**NEW - Memorandum of Understanding on Lines of demarcation regarding Corrective Action between Quality Technicians and Methods Analysts**

The role of Q.A. Technicians is to initiate, monitor and investigate containment actions related to the corrective action process. The Company commits that technical work of Root Cause analysis including technical work associated with Problem Solving Reports and technical 4 – Blocker reports is the work of-Group 1006, 1206 and 1406.

For greater clarity, problem statement definition, data gathering, initiating containment actions, follow-up/validation of corrective and/or preventive action is the work of Group 1006, 1206, and 1406.

Repetitive technical issues shall be reported to Q.A. Technicians for the corrective action process. This in no way, prevents Methods Analysts from performing their functions of being the first point of contact for Technical Liaison Investigations coming from the assembly line, creating MCR's (Methods Change Request) for changes to Assembly Manuals, Modifications, Reworks, COS Documents (Condition of Supply), performing root cause preventive action within their function or any other of their Job Duties.

### Proposal #3 New LOU

During the 2021 CBA renewal negotiations, the parties discussed the general and day-to-day issues arising from differing interpretations between the parties regarding supplier work under Letter of Intent #13, as well as the need to clarify lines of demarcation for vendors/suppliers' abilities to complete their statement of work without encroaching on work that rightfully falls under local 673's work commitment language and scope of work. This Letter of Understanding is meant to supersede and replace LOI #13 to provide greater clarity and guidance. The parties agree to the following with regard to all work that falls under Local 673 ownership:

- Any open workbook travelled to the FAL will remain the responsibility of the supplier.
- Subsequently, once each supplier workbook is closed all work associated with the closed workbook belongs to Local 673 personnel. This includes all NCRs, snags, BOIs, FTP/RTS, and all technical support.
- Where required, Local 673 employees will coordinate or communicate with representatives from suppliers if there are issues which Bombardier employees require supplemental knowledge, specialization, or skill to resolve.
- All work scheduled to be performed at a FAL workcentre is clearly demarcated as belonging to Local 673.
- All work that is performed by Local 112 must be supported exclusively by Local 673 personnel **(112 wing work presented supported by contractors will be transitioned in full to Local 673 personnel by November 2021)**
- All work transferred to FAL via CIN or update to CSD must exclusively be performed by 673 personnel.
- Any technical support in the FAL will be exclusively performed by Local 673 employees
- All NCRs **will be actioned by Local 673 personnel, and all** snags, BOIs, and other related work raised in the FAL must be **technically supported** by Local 673 personnel
- All workbook changes, re-linking, and related duties on work scheduled to be done at FAL must be done exclusively by 673 personnel
- Upon request by the Union, the Company must supply a list of all OSW personnel working in the FAL site within 5 working days.

Specific to the area of Quality, the parties agree to the following:

- All QA issue investigation and discussion with suppliers for QA issues on closed supplier workbooks (whether closed at supplier site or FAL) must be done exclusively by QA Technicians
- The NOE containment process will be led by and done exclusively by QA Technicians
- Root cause investigation and corrective action functions will be the responsibility of QA Technicians
- Investigations at supplier sites for issues observed in the FAL on open or closed supplier's travelled workbooks is Supplier Compliance QA Tech responsibility.
- OSW must report all QA issues relating to potential quality escapes and repeat issues with respect to open workbooks discovered in FAL to Supplier Compliance QA Techs to work jointly on resolving the issue OSW must not directly initiate discussion with the supplier for any QA issue, potential quality escapes and repeat issues.

#### **New Letter of Understanding re: Union Proposal #4**

During 2021 negotiations, the Company and the Union engaged in discussions regarding the lines of demarcation and proper allocation of resources to work which is normally performed at the Toronto site but may travel, as well as the nexus between the scope language in Article 2 and the functions described in Letter of Understanding 27 (Work Commitment). In order to bring clarity to this issue and affirm the shared understanding between the parties for future reference, the parties agree to the following:

- Notwithstanding the language in Article 2.02 regarding Scope and Recognition, any work which falls under the functions described in the Work Commitment language of the CBA will be performed by Local 673 members.
- If it should become necessary for this work to be performed by Local 673 members remotely or by a work party, the Company will notify the Union in advance and make the necessary arrangements for Local 673 to complete this work.
- Specifically, the language is applicable to any green changes that may occur prior to Certificate of Air Worthiness. This includes all “mod-line” or green mod-line” work for all Global aircraft and their derivatives.
- This language is effective as of the ratification of the 2021-2024 collective agreement and will not be applied retroactively to existing or new grievances for past disputes between the parties.

## **NEW Article: Workplace Accommodation**

(This article replaces Article 26 Paragraph 26.04 & 26.05 in the current collective agreement)

The parties recognize that as part of maintaining a workplace with equal opportunities, access, and benefit to all employees, the Company, the Union, and employees have a collective responsibility to ensure fair procedure around the duty to accommodate.

As such, the parties agree that every person has a right to equal treatment with respect to employment without discrimination and/or threat of reprisal in accordance with Human Rights Code R.S.O. 1990.

### **Roles & Responsibilities:**

#### **It is the responsibility of the Employee to:**

- Request accommodations as required
- Explain why accommodation is required, so that their needs are known
- Answer questions or provide information about relevant restrictions or limitations, including information from health care professionals, where appropriate and as needed
- Take part in discussions on possible accommodation solutions
- Co-operate with any mutually agreed-to experts whose assistance is required (i.e. specialist, IME, ergonomist)
- Work under agreed-upon accommodation once granted
- Supply job-related non-diagnostic information including functional abilities/limitations
- Advise (where possible) whether limitations are permanent or time limited
- Notify the company if modification to accommodation is required

#### **It is the responsibility of the Union to:**

- Assist employees as required throughout the accommodations process
- Facilitate and support accommodation measures
- Ensure due process in accordance with the collective agreement and applicable legislation
- Follow-up with and support employees who have been accommodated, as required

#### **It is the responsibility of the Company to:**

- Take an active role in making sure that alternative approaches and possible accommodation solutions are investigated, and research various forms of potential accommodation
- Obtain expert opinions or advice where greater clarification is needed
- Keep documentation regarding the accommodation request consistent with its privacy obligations

- Limit requests for information to those reasonably related to the nature of the limitation or restriction in order to respond to the accommodation request
- Explain in writing the reason for denial due to insufficient supporting documentation or where accommodation requests cannot be met for undue hardship to Employer
- Accommodate to the point of undue hardship

### **Accommodation Procedure:**

The following procedure will be initiated when a workplace accommodation is required. Any extenuating circumstances or files requiring special consideration will be reviewed on a case-by-case basis.

1. An employee who is in need of a workplace accommodation will submit this accommodation request with sufficient documentation to support the request.
2. Once the documentation supplied is reviewed, approved accommodations will be granted on the basis of necessity and will include an end date or date of reassessment as appropriate.
  - a. If the medical information provided is unclear, insufficient, or does not on its face demonstrate a clear link between the condition of the individual and the requested accommodation, the Company will notify the employee with a clear explanation in writing of why the accommodation request is declined or in need of further substantiation. At which time, the Company will review with the appropriate Committee person(s) whether it is appropriate to grant the accommodation on a provisional basis until additional medical information is received.
  - b. If the employee is able to provide further substantiation as described above, they may do so within a 30-calendar day period-or provide their consent for the Company to contact the employee's physician for information specifically related to the accommodation.
3. In the rare event that it is necessary, and only after the Company seeks clarification from the employee's own physician/medical provider(s), the company may seek the opinion of an independent medical examiner (IME). The parties will mutually agree to an IME within 10 working days. Any provisional accommodations required during the period leading up to the IME report will be as described in 2(a).

## **NEW Article – Labour/Management Forum**

During the 2021 discussions, the parties discussed the need for a more robust communication structure which facilitates timely administration of settlements and awards, proper disclosure of required information owing to the Union, and stricter adherence to consultation and discussion obligations prior to the implementation of New Technology. To that end, parties agree to meet within the first week of every month for the purposes of addressing both standing and new items that require regular, ongoing discussion. After an initial 6-month period following ratification, the parties may revisit the frequency of the Labour/Management Forums if required. Standing items on this agenda may include but are not limited to:

- New Technology & Automation
- Business Updates or Upcoming Initiatives
- Workplace Ergonomics
- Group 14 Requirements
- 12L assignments
- Upcoming mediation/arbitration scheduling or implementation and administration of arbitration awards
- ME/MA Transition Letter
- Overall training requirements
- Information or lists that need to be exchanged such as membership information, seniority, mailing/email, and names and titles of supervisory staff
- General workplace issues not addressed through the grievance procedure
- Short term/Long term disability leaves
- Medical accommodations
- Proposed new salaried job descriptions
- Overtime lists
- Employee transfers
- New/revised classifications
- Retirees lists
- Upcoming job postings

It is understood that this newly established Labour/Management Forum replaces existing timelines on language on recurrent obligations; any urgent or time-sensitive matters between the parties including New Technology & Automation should be addressed between scheduled forum meetings as required.

Present at this meeting will be the Local 673 Plant Chair and Zone Committeepersons, as well as the Industrial Relations department and any other management designates required for discussion.

The parties will take turns to organize and chair the forum, and agenda items of meeting will be prepared and sent to the corresponding Company or Union representatives one calendar week in advance.

## **NEW – Letter of Understanding – Mental Health**

The parties agree that a psychologically healthy work environment is a desirable objective for the workplace and its employees.

The parties are committed to raising awareness around mental health issues.

Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

Understanding the above, the parties agreed to work together during the life of the agreement in hopes of engaging managers and employees on mental health issues and their effect on the workplace.

This will be a standing discussion item on the JHSC agenda as well as Labour Management Forum meetings.

**NEW - Memorandum of Understanding on Lines of Demarcation between 1255 (673) and S-311 (112)**

During the 2021 negotiations, the parties discussed the implementation of a chemical process shop within the Tool Room and where the lines of demarcation fell between the 1255 classification in Local 673 and the S-311 classification in Local 112.

The parties agree that going forward, the 1255 will be responsible for regular monitoring and testing of the chemical processing tanks, and will validate and qualify chemical process.

Correspondingly, the S-311 shall perform brush cad when the chemical process shop is implemented in the Tool Room. All work done in the Materials Lab including brush cad shall be performed by 1255.

The parties shall convene at a future date to discuss the shared responsibilities between the 1255 and S-311 classifications.



- As part of the cba renewal negotiations in 2021, the parties agree to renumber the articles within the Local 673 agreement from Roman Numerical system to the Decimal System.

## **CHANGES TO EXISTING LANGUAGE:**

### **WORK & MATERIAL PLANNER – I**

**CODE 1036**

#### **Job Requirement:**

#### **Normal Duties:**

In addition to duties of lower WWP/Material Logistics/Buyer Procurement classification;

~~In addition to duties of Work & Material Planner II – 736~~ also develops master production schedules in accordance with production plans and identifies deviations and coordinates corrective actions; develops detailed execution plans to support budget, production plan, and inventory and build policies; monitors budget, production plan and inventory and build policies; develops recovery plans; develops and maintain manpower plans for each work centre; establishes shop capacity and load plans; plans fabrication workload by machine/ work centre based on capacity and schedule requirements; identifies offload requirements and execution plans to support; assesses the suitability of and provides W.M.P. commitments for proposed customer requests, program directives, planning directives and product modifications. Performs other related tasks and duties as assigned.

Effective June 28, 1997

### ***Modification to existing - Quality Technician Senior – 1206***

In addition to all the duties described in the Quality Assurance Technician Jr. 1006 job classification:

Task/Duty segregation is for clarity only, management can assign tasks to any 1206 technician as required.

#### **Normal Duties:**

Technicians conduct analysis, trend identification and root cause, of non-conformances such as QIR, CAB, and RNCs

Analyses existing quality techniques; develops and prepares new or revised quality techniques and other like instructions.

- Recognizes the need for and initiates corrective and preventive action(s) for product or process discrepancies.
- Reviews production documentation for compliance and adequacy of inspection call outs and as necessary, develops required inspection criteria for the production of quality products.
- May review engineering drawings and specifications to ensure that all necessary Quality requirements have been included and may recommend changes to Quality or Engineering Management.

- Reviews production standards and Functional Test Procedures for correct inclusion of Quality System requirements;
- May act as an Authorized Quality representative on the Material Review Board (MRB)\*
- Performs other clearly related duties as assigned.
- Write NOE to support product integrity coordinators for Toronto site
- Actions Quality Investigation Reports (QIR) and provides response of corrective and preventive action(s), taking input from inter-site and Supplier Compliance and report(s) to field services, as required. Initiates containment or documentations as required including RFQS. Ensure QIR records are maintained and accessible to everyone.
- Inter-site and finishing centres CAB (Corrective Action Board) containment and closure; of issues that are assigned Toronto responsibility.
- Liaise with other departments (Methods, Engineering, Operations, Supplier Compliance, etc.) to resolve CAB issues.
- Complete Line Strike using existing evidence(s), evidence(s) supplied by other functions or by validating themselves
- Raise Line-Checks based on disclosures or notifications.
- Define problem statement, conduct potential root cause analysis, initiate corrective action work and follow up on the updates and do validation of corrective actions until closure.
- Participate in PFMEA
- Ensure Quality issues are addressed in PFMEA
- Review supplier delivery documentation for reconciliation activities.
- Prepare and modify site specific Toronto Quality instructions.

*\*It is recognized that the duties related to Material Review Board (MRB) may also be performed by the 845 classification from Local 112.*

Note: in addition to the above, the following also applies to the technician working as an Auditor.

### **Auditor Duties:**

The Auditor role is limited to internal assessments and are for Bombardier's internal diligence only and does not include formal reports or audits that are to be provided to Transport or Registration Authorities.

- Compiles Quality audit check lists based on AS9100 and ISO9001 standards, including previous findings and corrective action records;
- Performs audits as defined in the check lists;
- Analyzes auditee compliance with applicable Quality System elements, relevant standards and processes and initiates any required corrective and preventive actions;
- Prepares and distributes audit report(s);
- Verifies the response and effectiveness of the implementation(s).
- Local preparation of the Quality Assurance processes checklist according to ISO/AS9100 certification and compliance requirements of Toronto Site.
- Compile SCAR report and follow up on the SCAR action items
- Conduct site-level effectiveness audits of the PCS (Process Confirmation System) when required. (including but not limited to Chemical cross-checks)
- Support and post Quality alert, FOD alert and Damage alert.

- Support preparation of response for CARs when assigned

Note: in addition to the above, the following also applies to the technician working in the Supplier Compliance Representative Role

### **Supplier Compliance Duties;**

**Job Requirements:** Supplier Compliance Representatives are required to be eligible for international travel at all times and must be available to travel at a short notice.

The role of the Supplier Compliance Representative is to liaise with suppliers on Quality issues as identified through trend analysis or as requested by stakeholders.

The supplier compliance representative falls within the Quality supplier Compliance group in direct support of vendors.

- Liaise directly with the vendors to support corrective action/non-conformance management
- Ensure acceptable supplier FAI (First Article Inspection) on product changes and new product pertaining to the Toronto site statement of work;
- Issue and manage RSA (Request for Supplier Action);
- Source Inspection
- Create and monitor KPI for assigned vendors;
- Participate in Engineering and Quality Investigations;
- Product Quality and Conformity
- QIR (Quality Investigation Report) - Vendor
- Validate the delivery documentation information;
- Provide quality data for supplier score cards;
- Support gathering of internal data for Supplier cost recovery related to Quality issues and submit to Procurement for action;
- Assess and validate supplier containment and corrective action plan, and follow up on PIC activity for their respective suppliers
- In collaboration with SQA, coach suppliers in implementation and sustainment of all applicable Bombardier Aerospace Quality System requirements;
- Based on detected non-conformance, support the development of corrective actions and, as required follow-up on implementation with their respective supplier or Toronto site.
- Participate in AQP (Advanced Quality Planning) initiatives with suppliers related to the development of new programs at the Toronto site;
- Support operations in investigating supplier-related issues;
- Visit supplier assembly plants and issue trip reports on those visits as determined by Quality Leadership;
- Issue Stock Purges\*\*
- Lead QA discussions with suppliers, including but not limited to supplier reviews and meetings

\*\*Shared with Local 112

## ARTICLE 2

### **ARTICLE II – Scope & Recognition**

2.02 The Company recognizes the Union as the sole and exclusive bargaining agent for all office and clerical employees of the Company in the offices at any of its facilities ~~located within an eighty (80) kilometer radius of Downsview.~~ **located within a (200) two hundred kilometer radius of Downsview/Pearson** The Bargaining Unit does not include persons employed by the Company in a managerial capacity, persons employed in the Personnel and Industrial Relations Department, Section Heads or Supervisory, management or professional personnel above the rank of Section Head; Security and protection personnel; Field Service Representatives; ~~Industrial Engineers~~, Engineering Technicians, Liaison Engineers, Engineering Lofts-persons, draftspersons and one secretary to each department manager or persons of a higher status.

2.03 The following classifications and employees assigned to these classifications are also excluded from the Bargaining Unit

#### **Finance**

1. Budget & Forecasts Analyst\*
2. Budget & Forecasts Typist \*
3. Cashier
4. E.D.P. Programmers
5. E.D.P. Systems Analyst

#### **Marketing & Product Support**

5. Confidential File Clerk (1 only)\*

#### **Operations**

1. Budget Analyst\*
2. Subcontract Placement Officer
3. Executive Chauffeurs

#### **Contracts**

1. Contracts Administrator

#### **Other**

1. ~~Change Agents~~
2. ~~Supplier Managers~~
3. ~~Methods Agents/Specialists~~
4. ~~Problem Solving Specialists~~

#### **Methods Project Specialist**

#### **Quality Project Specialist**

#### **Product Integrity Coordinator**

#### **Customer Quality Representative**

2.04 Before the Company decides to exclude from the Bargaining Unit any newly created job other than covered in 2.02 above, it will discuss the new position with the Bargaining Committee and allow the Union to investigate the work performed in the new job. In the event of a dispute concerning the exclusion of the new job, the matter can be dealt with as a union policy grievance under articles 10 and 11. The arbitrator will decide whether to include the new position in the Bargaining Unit or whether it is to be added to the lists of exclusions under 2.03 above. Before the dispute goes to the arbitrator, the Company will supply the Union with a written outline of the job and allow the Union to investigate the work performed in the new job. The arbitrator in resolving the dispute shall compare the duties and responsibilities of the new position to those of

existing classifications included in the Bargaining Unit and those classifications, which the parties have agreed to exclude from the Bargaining Unit.

2.05 In the event the Company decides to increase the number of employees classified under those positions designated by an asterisk in 2.03 above, the duties of the additionally assigned employees will be reviewed with the Bargaining Committee to determine whether they are to be excluded under the title of that classification or whether it is necessary to create a new job under 2.04 above. The agreed list will be supplied to the Union and kept up to date at all times. Any dispute under this paragraph may be referred to the arbitrator for a decision in accordance with 2.04.

## LOU # 27. WORK COMMITMENT

During negotiations leading to the renewal of the 2006 collective agreement, the parties discussed the future work opportunities at the Downsview plant. This will confirm the understanding reached that the Company will maintain the following work at the Downsview facility for the life of the 2021 – 2024 collective agreement.

- Global Express, 5000, and 7500 (final assembly, **(7500 flight controls and preparation and options)**, production flight test, obtaining certificate of air worthiness, delivery of aircraft at Toronto site);
- ~~Q400 (wing and cockpit production, final assembly, painting\*, finishing, production flight test, obtaining certificate of air worthiness, delivery of aircraft at Toronto site);~~
- ~~Dash 8 100/200/300 (wing, cockpit, fuselage and nacelle assembly, final assembly, painting\*, finishing, production flight test, obtaining certificate of air worthiness, delivery of aircraft at Toronto site);~~
- Methods, Quality, Tooling and Material Logistics functions related to the above work;
- ~~Derivatives of the Dash 8 (final assembly).~~

\* ~~Painting commitment is subject to customer specifications, machinery breakdown and overflow capacity needs.~~

The above work will be done exclusively by Bombardier Toronto site employees, subject to the collective agreement provisions relating to scope of work, performance of bargaining unit work restrictions, new technology and supplier/partner. The work above will not be transferred to another facility, dual sourced, or otherwise in sourced.

The above commitments are subject to there being a market demand for the products and are subject to new technologies and efficiency gains.

Further, if the Company determines that some of the above work at the Downsview facility should be moved to another facility, the Company may do so provided it replaces the work lost with jobs of a comparable number and type on one or more work packages not then at the Toronto Site. **Before any changes are implemented, the Company will engage the Union in a consultation regarding the work that is being moved, the incoming work which will replace the outgoing work, and the number of jobs associated to the changes. The parties must mutually agree that the condition of comparable work has been met before any changes are initiated. If the parties are unable to come to a mutual agreement by the conclusion of 30 days from the date in which the Company initiated discussions on the potential exchange of work, the matter is to be referred to the first available arbitrator from the agreed upon list of arbitrators in Article 11 – Arbitration. The matter shall be heard within the 90-day period from when the Company first provided notice to the Union of its intent to engage in discussions on the exchange of work under this LoU.**

**If the parties are unable to schedule an arbitration hearing within this 90 day period, the parties shall meet to discuss how the matter will be handled while awaiting an arbitration date.**

Additionally, it is recognized that there may be specific customer sales agreements or contracts with Foreign Governments or Military Agencies which require, as a condition of the Company securing the work, that a portion of the aircraft work mentioned above be performed at a site, other than the Downsview facility, designated by the customer. In such event, the Company will be able to meet this requirement without replacing the work provided there is no negative impact on jobs then existing at the Downsview facility.

The Company will provide ninety (90) days' notice to the Union to permit meaningful discussions to take place on either the exchange of work or the customer sales agreements referred to in the two paragraphs above.



## **ARTICLE 5 – RESERVATION OF MANAGEMENT RIGHTS**

5.01 Within the framework of this Agreement, the Company reserves the right to hire, promote, transfer, demote, ~~retire~~ and layoff employees and to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided. Within the framework of this Agreement, the Company reserves the right to operate and manage its business in all respects in accordance with its commitments and responsibilities, to maintain order and efficiency on its premises, and to determine the location of its plants, the products to be manufactured, the scheduling of its production and its methods, processes and means of manufacturing.

## **ARTICLE 6 – NO DISCRIMINATION**

Add 6.01

## ARTICLE 7 – OFFICE COMMITTEE

7.01 The Company acknowledges the right of the Union to select a Bargaining Committee composed of five (5) two (2) Committeepersons, two (2) of whom will be Technical Zone Committeepersons and one of whom shall be the Office Chairperson.

**The present number of five (5) committeepersons shall be reduced to four (4) upon the end of the present term of the current Bargaining Committee members. Following the reduction of the 1 full-time committeeperson, if the size of the membership should increase beyond two-hundred sixty (260), the size of the Office Committee shall increase by 1 full-time representative to the level of five (5).**

The Company will recognize and bargain with the said Committee on matters arising out of the provisions of this Agreement. The President or in his/her absence, the Vice- President of the Local, will be ex-officio members of the Committee, if not elected thereto.

**The following replaces the existing ARTICLE 10 Grievance Procedure Language entirely:**

**ARTICLE 10 - GRIEVANCES**

Preamble

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

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

STEP NO. 1

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

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

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

## STEP NO. 2

10.05 Following advancement of the grievance to Step Two, the parties will convene for a Step Two hearing within five (5) working days. At this hearing will be the Company's designates, the Zone Committeeperson, and any persons necessary to the resolution of the grievance. The Company will provide the Union with its written decision within five (5) working days of the date of the hearing.

10.06 If the Company's written disposition at Step Two is unsatisfactory to the Union, the Union will have five (5) working days to notify the Industrial Relations department of its intent to advance the grievance to arbitration/mediation.

10.07 After the Step Two hearing has occurred, failure by the Union to observe its time limits will constitute withdrawal of the grievance. If the failure is on the part of the Company, the grievance shall be considered settled in the grievor's favour. If the time limits cannot be met due to the legitimate absence from the appropriate Company facilities of persons directly involved in the grievance, an automatic extension of five (5) working days will be granted upon the return of the absent individual. Any grievances withdrawn or conceded under this provision will be treated as without precedent or prejudice and will have no bearing on any other ongoing or future matters between the parties.

10.08 At any stage of the grievance procedure including arbitration/mediation, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the office to view the disputed operations or to confer with the necessary witnesses.

10.09 The Company may decline to consider a matter under the Grievance Procedure unless it has to do with the application or interpretation of the terms of this Agreement and the condition or circumstances upon which the grievance is based, originated or occurred within thirty (30) working days of its having been brought to the attention of the Leader. However, grievances in respect to group insurance settlements may be placed within ninety (90) working days of date on which they originated.

10.10 All monetary settlements will be paid out within (ten) 10 working days of the grievance being signed and resolved. If any additional time is required for the purposes of gathering, verifying, and calculating settlements, the parties will mutually agree on an extension period.

## GRIEVANCE CATEGORIES AND DEFINITIONS

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

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

10.12 A group grievance is defined as a single grievance signed by the Zone Committeeperson on behalf of a group of employees in their Zone who have the same grievance with the Company. Group grievances shall be filed at Step Two.

10.13 A policy grievance is defined as a single grievance which alleges a misinterpretation or violation of any provision within the collective agreement which affects numerous employees and/or multiple zones and cannot be resolved due to the nature or scope of the issue in dispute. Policy grievances will be filed by the Plant Chairperson or his/her designate at Step Two.

## **ARTICLE XI – Arbitration**

After a grievance has been slated for arbitration, the Office Chairperson and the Manager of Industrial Relations may mutually agree to request a settlement meeting, which shall include the Director of the employee's work area in a final attempt to resolve the grievance without the necessity of an arbitration hearing.

11.01 If arbitration is to be invoked, the request must be made in writing within ~~ten (10)~~ **five (5)** working days after the decision of Management has been delivered as required under Clause 10.05, and no matter may be submitted to arbitration which has not been considered under the Grievance Procedure. The Grievance Form and the decisions written thereon or attached thereto shall be presented to the Arbitrator, and the Arbitrator's decision shall be confined to deciding the issue therein set out.

## **ARTICLE 12 – DISCHARGE CASES**

12.01 When an employee with seniority has been discharged for any reason and protests the action taken he/she shall be afforded the opportunity of discussing his/her discharge with his/her Committeeperson or the Chairperson of the Bargaining Committee for a reasonable time before leaving the premises. The Union may within seven (7) working days of the notice of discharge being given submit a grievance, ~~which will be placed on the agenda of the next Company/Union meeting.~~ Failing a satisfactory settlement the grievance may be appealed to arbitration.

## **ARTICLE 14 – LEAVE OF ABSENCE WITHOUT PAY**

14.01 Under no circumstances will leave of absence be authorized to enable an employee to engage in another gainful occupation. The company will provide a response within 10 working days after the submission of the request. The Union will be supplied with a copy of each leave of absence issued by the Company. Leave of absence, without pay, will be granted to employees on the active payroll for the following reasons.

14.03 Officials of the Local Union will be collectively provided up to ~~twenty (20)~~ two (22) working days per month for the conduct of necessary Local Union business outside the plant and such absence shall not be recorded as lost time on his/her personal record. In addition, necessary time to attend delegations, conventions or educational seminars to which they have been elected or appointed, will be granted under the following conditions:

14.04

- b) To Local 673 – a minimum period of four (4) weeks; upon written application of the National Union or the Senior Officer of Local 673 as the case may be. Such leave of absence shall be, upon request, extended and it is understood that the Company will receive written notice from the National Union or Local 673 respectively to this effect. The National Union or Local 673 agrees also to advise the Company in writing once annually of the names of the ~~de Havilland~~ Bombardier employees who are engaged in full time duties with the Union. If an employee returns to the Bargaining Unit from a full time office with the National Union or Local 673, the return shall be to his/her former job classification or a job classification embracing comparable job duties to that which

he/she held prior to leave of absence, providing such return does not result in the layoff or bumping of an employee holding greater seniority.

## **ARTICLE 18 – LAYOFF AND REEMPLOYMENT**

18.01

- a) The Company will advise the Chairperson of the Bargaining Committee of any intended lay off ~~one (1)~~ two (2) weeks before the lay off becomes effective, or, alternately, will pay any employee laid off one (1) week's salary in lieu of such notice. A copy of any notice given to an employee by the Company in compliance with the Employment Standards Act shall be sent to the Office Chairperson. This provision will not apply if layoff is due to fire, flood, power failure, water failure or other emergency conditions beyond the control of the Company, in which event salary will not be continued for a period in excess of two (2) days or the end of the work week whichever is the lesser.

## **ARTICLE 19 – LOSS OF SENIORITY**

Add 19.01

## **ARTICLE 24 – DISCIPLINARY ACTION**

24.01 An employee who is to be reprimanded or disciplined shall have his/her Union representative present at the time of the reprimand or discipline. **All relevant documentation and evidence relied upon as part of the disciplinary action will be supplied to the Union Committeeperson at the time in which the discipline is issued.**

## **ARTICLE 28 – TERMINATION CLAUSE**

28.01 The Collective Agreement shall be effective on the date of ratification and shall remain in effect until 11:59pm June 22, ~~2021~~2024. Unless either party gives to the other party written notice of termination, or of a desire to amend the Agreement, then it shall continue in effect for a further one (1) year period, without change and so on from year to year thereafter.

THIS AGREEMENT is hereby duly executed by the said parties this 23rd day of June ~~2021~~2024.

### **FOR THE UNION**

Mary Ellen McIlmoyle  
President, Local 673

~~Nuno Pinto~~ Vito Furlano  
Plant Chair, Bargaining Committee

~~Dragan Radakovic~~ Scott Scheibler  
TechZone1, Bargaining Committee

~~Chris Hoare~~ Simar Walia  
TechZone2, Bargaining Committee

~~Tony Ferrari~~ Mohammed Jamal  
Zone 1, Bargaining Committee

~~Mike Madere~~ Brian Wilson  
Zone 2, Bargaining Committee

### **FOR THE NATIONAL UNION**

Barry Lines  
National Representative

### **~~3. Re: New Technology~~**

#### **Move to New ARTICLE**

29.01 The parties agree that with the introduction of new techniques and technologies, it is important that advance planning be made to anticipate skills, needs and training required. It is agreed that the workers affected by the introduction of new technologies should have every opportunity to apply themselves to the new skills and the new technology. The Company will assume the cost of on-the-job training to afford Bargaining Unit employees (who have the basic knowledge and ability to be trained) the opportunity to keep current with new methods and new technology affecting their work and job security. When the decision to introduce has been made, the Company will notify the Union in advance and in writing of any introduction of new techniques and technologies so as to give the affected Bargaining Unit employee (who has the basic knowledge and ability to be trained) the opportunity to knowledge and ability to be trained) the opportunity to become acquainted with the new skill needs so that he/she will be available to perform the work when needed. Senior employees (who have the basic knowledge and ability to be trained) will be given preference under this intent. It is understood that no employee will be laid off out of seniority because he/she has not had the opportunity to become acquainted with the new skill needs so that he/she will be capable of performing the work.

### **~~4. Re: Committee on New Technology~~**

#### **Move to New ARTICLE**

29.02 There shall be established a committee of four, two from the Company and two from the Union to deal with the whole question of New Technology and the introduction of the new techniques through automated equipment. The committee shall meet monthly, unless otherwise agreed to, during which meetings the members will exchange information on training schedules, identify employees who are to be trained and provide follow-up status reports on employees who have been trained since the previous meeting. It shall be the responsibility of the committee to investigate and examine all of the aspects concerned by the introduction of such equipment and its impact on the

affected employees. The committee shall make recommendations to the Company for implementation, concerning the use of affected employees, in the area of the training of those employees who can be used in such work as programming, tape preparation and for numerical control and other functions which could be allocated to such employees. Any recommendations of the committee which are agreed to and implemented by the Company shall be incorporated into the next Collective Agreement. The Union shall appoint two (2) members to the committee. The Company members of the committee shall be one (1) representative from the Personnel and Industrial Relations Department and one (1) other as appointed.

The parties agree to relocate the following Letter to form a new article within the CBA:

**23. Re:** Joint Training Committee

### **Move to New ARTICLE XXX**

30.01 Management and the Union recognize that employee training is an integral part of achieving corporate objectives and the continuous development of our employees. To facilitate Union involvement in training, the Company and the Union will jointly create a committee which will meet monthly and as required to monitor training initiatives. The Joint Training Committee (JTC) will consist of a Chair (Manager, Skills Development), 2 Company representatives and 2 Union representatives (the Training Representative and one subject-matter expert). Union and Management jointly commit themselves to review and feedback on training programs, and to discuss and identify future training needs/areas of training focus.

All parties agree that the training priority will be determined based on its value added and its contribution to business needs with seniority being an additional consideration.

An employee who is a representative on the JTC will be released from normal duties to attend JTC meetings and complete assignments approved by the Manager of Skills Development. If a member of the Bargaining Committee is a representative on the JTC, an alternate shall be cleared for time spent attending JTC meetings or completing assignments approved by the Manager of Skills Development.



## LETTER OF INTENT 18 – LEAD LANGUAGE

### 18. Re: Lead Language

Applies to the following all Group 12 classifications

- ~~Methods Analyst – Senior – 1220~~
- ~~Quality Assurance Technician – Senior – 1206~~
- ~~Programmer Numerical Control Machine – Senior – 1203~~
- ~~Tool Designer – Senior – 1210~~
- ~~Senior Logistics Agent – 1236~~

When the Company identifies the need to appoint a Group 12 leader for a group or project team, it shall appoint an individual ~~from the above stated classifications~~, who is able to lead and assist a group of employees and may distribute work assignments and provide work status if required.

To be eligible for such appointment an individual must have demonstrated ability and performance in the required areas. If an existing lead is removed or cannot fulfill lead responsibilities due to absence, the Company may appoint another lead if it chooses.

It is understood that an individual has the right to refuse further involvement at which time the Company may appoint another lead if it chooses.

Upon completion of the project, the Company will give two weeks' notice in writing that the individual will revert back to his/her prior status without the premium. ~~It is understood that this notice period will not apply to temporary leads.~~

For the duration of the appointment, the lead will receive a premium of \$50.00 per week.

**— Lead positions will not exceed 60 working days unless mutually agreed to by the Company and the Union. The position cannot be renewed for the same employee until 60 working days from the end of their last Lead Hand appointment.**

## **Modification to Appendix I - Technical Group – Classification Recognition**

As an amendment to Appendix I (Technical Group), the Company and the Union agree to add the prefix T- to the existing Technical Group classification codes:

- T-1406 Quality Assurance Technician Lead
- T-1410 Tool Designer
- T-1420 Methods Analyst Lead
- T-1202 Writer – Production Process Standards – Senior
- T-1203 Programmer Numerical Control Machine – Senior
- T-1206 Quality Assurance Technician – Senior
- T-1210 Tool Designer – Senior
- T-1213 Estimator – Pricing and Forecasts – Senior
- T-1215 Estimator – Engineering
- T-1218 Illustrator – Technical – Production Engineering – Senior
- T-1220 Methods Analyst Senior
- T-1002 Writer – Production Process Standards I
- T-1005 Programmer Numerical Control Machine I
- T-1006 Quality Assurance Technician Jr.
- T-1009 Tool Designer I
- T-1010 Illustrator – Technical – Production Engineering I
- T-1020 Methods Analyst I

### 33. NC Programming

During the 2021 negotiations, the Company and the Union agree to the following understanding with regards to the amalgamation of NC Programming (1005 and 1203) roles into Tool Design (1009, 1210 and 1410) roles:

- The roles and responsibilities of the 1005 Programmer 1 and 1203 Programmer - Sr. will be added to the roles and responsibilities of the 1009 Tool Design 1, 1210 Tool Designer Senior and 1410 Tool Designer Lead\*
- Edgecam training will be provided to any current 1005, 1203, 1009, 1210 and 1410 employees as required by the company in order to support the function of programming the NC Machines in the Tool Room
- “Post” software will be provided in order to utilize Catia v4 programming/tool paths
- Current 1005 and 1203 employees will be given first preference on all overtime opportunities on any NC programming for the duration of the 2021 collective agreement
- Current 1005 and 1203 employees will be offered 10 hours of overtime per week for the length of the 2021 collective agreement
- Fasttip training will be provided to the current 1203 employee\*\* and 1009, 1210 and 1410 employees as required by the company
- The existing 1203 Programmer Sr.\*\* cannot be surplusd if there are any remaining duties within the 1203 function (including but not limited to NC, robot, & automation programming) at the Final Line site.
- In the event that there is no work related to the 1203 classification, the existing 1203 Programmer Sr.\*\* will be trained in the duties of a 1210 Tool Designer Senior and reclassified as such while maintaining his Technical Zone seniority.
- For the duration of this Collective Agreement, the existing 1203 Programmer Sr.\*\* will be paid a Lead premium of \$50 per week

The duties relating to on site robot programming (fasttip) currently performed by 1220 Methods Analyst Senior will be transitioned to the 1005, 1203 employees at some point in the 2021 Collective Agreement. The work will transition to 1009, 1210, and 1410 employees when the existing 1203 Programmer Sr.\*\* resigns or retires.

\*The job duties of the 1005 & 1203 classifications will be amalgamated into the 1009, 1210, & 1410 classifications upon retirement of the existing 1203 Programmer Sr.\*\*

\*\*Vasilious Tatsiopoulos – Clock # 44571

## **DELETED FROM THE COLLECTIVE AGREEMENT**

The parties agree to remove the following Letters from the CBA:

### **7. ~~Re: Pregnant Employees Using Video Display Console~~**

~~This letter deleted June 22, 2015.~~

### **11. ~~Re: Weekend Workers~~**

~~Deleted June 22, 2006.~~

### **21. ~~Re: Job Classifications and Job Descriptions~~**

~~This letter deleted June 22, 2015.~~

### **24. ~~Re: Offices and Computers~~**

~~This letter deleted June 22, 2015.~~

### **32. ~~Re: Future Work Opportunities for Downsview site~~**

~~During negotiations for the 2006 collective agreement, the parties had discussions regarding future work opportunities for the Downsview site. The discussions also acknowledged the co-operative relationship between the Company, Union and employees which has existed over the life of the current collective agreement. Provided the 2006-09 collective agreement is ratified by June 25, 2006, this will confirm that if, during this collective agreement, it proves feasible from a business perspective to launch a stretch version of the Q400 and the Company decided to do so, it is the Company's intention to have a final assembly line for this aircraft, together with Methods, Quality, Tooling and Material Logistics functions relating to the same, at the Downsview facility. If such final assembly line is introduced, the Company will maintain that line at the Downsview facility for the duration of the 2018-2021 collective agreement.~~

### **34. ~~Learjet Wing~~**

~~Notwithstanding any other provisions within the Local 673 Collective Agreement, the parties agree that the Company may relocate the Learjet Wing to another facility or otherwise outsource. No job loss will occur as a result.~~

### **35. Suspension of MoU on Q400 Program Competitiveness**

~~During the course of the negotiations of the collective agreement 2018, the Parties agreed, for the life of the Collective Agreement 2018-2021, to suspend the application of the Memorandum of Understanding on Q400 Program Competitiveness dated June 5, 2016.~~

~~If suitable for the Union, during the life of the Collective Agreement 2018-2021, the parties agree that the Union can decide to void the present Letter of Intent.~~

### **The parties agree to remove the following Letters of Understanding:**

#### **6. Re: Discipline**

~~This letter deleted June 30, 1994.~~

#### **8. Re: Seven-Day Operation Computing Section**

~~The Company agrees to study a different approach in the scheduling of a seven-day operation in the Computing Section, and any changes must be with the mutual agreement of the Union.~~

#### **10. Re: UNIFOR Local 673 — Section 2.04 and Article XXII of Collective Agreement**

~~This letter deleted June 22, 2015.~~

#### **Supplement to Letter of Understanding #10 — 1990**

~~This letter deleted June 22, 2015.~~

#### **12. Re: Maternity Leave**

~~This letter deleted June 22, 2015.~~

#### **13. Re: ISD Operations**

~~This letter deleted June 22, 2015.~~

#### **14. Re: ISD Department**

~~This letter deleted June 22, 2015.~~

14.06 The Company will agree to Maternity Leave under the following stipulations.

##### **a) BASIC POLICY**

~~An employee who becomes pregnant may be permitted to continue in employment providing she has on record with the Company Health Centre a current letter from her physician attesting to her good health and ability to continue the normal duties of her job and that such continued employment would not be injurious to her health.~~

##### **b) REPORT TO HEALTH CENTRE**

~~As a safeguard to her health and in order to establish records necessary for the approval of resumption of employment after confinement, the employee must report her condition to the Health Centre no later than the third month of pregnancy and, in addition, she must submit a copy of a physician's letter from her personal physician no later than the end of the fourth month of pregnancy and each thirty (30) days thereafter, stating the probable date of confinement and whether or not she can safely continue to perform her assigned job.~~

~~a) LEAVE OF ABSENCE OR TERMINATION~~

~~When it becomes necessary for an employee to discontinue her employment as herein provided, she may voluntarily terminate; or she will be granted a leave of absence as provided in the appropriate Leave of Absence Clause. Such leave shall be for a period not to exceed ninety (90) days beyond the date of confinement. In addition, an employee shall continue to accumulate vacation and pension credits during the period of approved maternity leave.~~

~~b) RETURN FOLLOWING LEAVE OF ABSENCE~~

~~An employee on such leave of absence may not return to work for at least six (6) weeks after confinement or for such shorter period, and must furnish a statement from her physician stating that she is able to resume the normal duties of her job. Any extension of Leaves of Absence under the provisions of this section shall be granted upon the recommendation of her physician and the Company's Health Centre.~~

**The parties have agreed to delete or make reference to replacements of the following letters:**

- Letter of Intent # 17 Re: Tool Design
- Letter of Understanding # 26 Re: Centralization
- Letter of Understanding # 36 Re: Tool Design Backlog
- Memorandum of Understanding # 4 Settlement Bonus
- Memorandum of Understanding # 6 Re: Q400 Program Competitiveness
- Memorandum of Understanding # 8 (replaced by new MoU for Corrective Action demarcation)
- Letter of Understanding # 37 Re: Letter of Intent #19 (ME/MA Matrix)
- Letter of Intent #19
  - Replaced by, refer to page xx
- Letter of Intent # 13 Re: Suppliers/Partners/Customers Flexibility
  - Replaced by, refer to page xx
- Letter of Understanding # 15 Re: Industrial Engineers
- Letter of Understanding # 16 Re: Industrial Engineers in Methods
- Letter of Understanding # 29 Re: Change Agents

**Letter of Agreement**

**Between**

**Unifor and its Local 673  
(hereinafter collectively referred as the “Union”)**

**And**

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

**And**

**DeHavilland Aircraft of Canada Limited  
(hereinafter referred as “Dehavilland” or “DH”)**

**(Hereinafter collectively referred as the “Parties”)**

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

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

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

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

**THEREFORE**, the Parties now agree as follows:

1. The preamble forms an integral part hereof.

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



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