

COLLECTIVE AGREEMENT

between

BOMBARDIER COMPLETION CENTRE INC.

and

**BOMBARDIER COMPLETION CENTRE INC.
EMPLOYEE'S ASSOCIATION**

November 12, 1997
to
November 11, 2002

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99/03/01*

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1. **PURPOSE OF AGREEMENT**

The general purpose of this Agreement is to recognize the respective interests of employees and employer, to establish and maintain the means of settling any differences or grievances which may possibly arise, to provide machinery for the prompt and equitable disposition of any such occurrence, to establish work and wages for all employees who are covered by the conditions of the Agreement and for the general purpose of promoting and improving industrial relations between the Company and its employees. In the event that any provision of this Agreement comes into conflict with Federal Law or any government body having jurisdiction in applicable matters, it shall become null and void.

2. **FUNCTION OF MANAGEMENT**

2.1 Nothing in the Collective Agreement shall be interpreted as limiting the Company in any way in the exercise of the functions of management. These functions shall be exercised in a manner consistent with all provisions of this Agreement. It is the function of the Company to administer and manage the Company, and direct the work force. Without limiting the generality of the foregoing, these functions shall include:

2.1.1 The responsibility for the management, operation, extension and curtailment of business and operations; the authority to direct, transfer, promote, demote, discipline and discharge employees for proper cause; the right to organize and supervise the work to be performed by the employees, to direct them in the course of their work, to maintain discipline, order and efficiency; and to determine the products to be manufactured and the design, the methods, processes and means of manufacturing and operating, the kinds and location of machines and tools to be used, the determination of production standards, and the kind and quality of materials to be incorporated in the products and production aforementioned. Despite the above, these functions shall be subject to the right of any employee to lodge a grievance in the matters and to the extent as herein provided.

3. **SCOPE AND RECOGNITION**

3.1 The Company recognizes the Association executive as exclusive bargaining agent for the purpose of bargaining collectively for all Company employees within the scope of this Agreement. The employees so represented by the Association constitute the bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.

3.1.1 In the event that during the term of this Agreement the Company transfers one or more of its present operations to a new location, within a radius or eighty (80) kilometres from its present head office, the present Agreement shall be extended to cover employees engaged in such operations, in accordance with the provisions of the Canada Labour Code.

3.1.2 The term "employee" as used in this Agreement shall include all employees who are entitled to become members of the Association; that is, all employees except those employed as office staff, or in a management capacity, or in the rank of foreman, or above. It expressly excludes foremen, members of management and supervisor, office workers, salesmen, pilots, professional and production engineering staff, building maintenance personnel, summer students, gatemen, guards, watchmen, cafeteria employees and stationary engineers.

3.1.3 An employee in a probation period is an employee who has not completed the number of working days specified in paragraph 6.1.

3.1.4 The Company accepts and recognizes the principle that work normally done by members of the bargaining unit shall not be done by other employees except for:

- a) Teaching purposes.
- b) In the event of disasters, such as fire, power failure, accident or injury to an employee, or act of God.
- c) In cases of unforeseen operating emergencies of a short duration when bargaining unit employees are not available to perform such work.

3.1.5 Any exemption shall only be at the mutual agreement of the Company and the Association.

4. REPRESENTATION

4.1 The Company acknowledges the right of the Association to appoint or elect, from amongst its membership, an Executive Committee to be composed of (4) four members. This number may be increased should the total number of employees, and/or logistics of location, merit it. This will be decided by the elected committee and they will advise the Company, in writing, of the number required, and this within ten (10) days prior to the nominations being made by the Executive Committee. This number is not to exceed one (1) executive per forty-five (45) members of the Employees Association, with a minimum of four (4). The Company shall recognize the Executive as the representative of the employees covered by this Agreement for the purpose of renewing upon expiration or amending the Agreement and for the settlement of grievances provided for in this Agreement.

4.1.2 The Company also acknowledges the right of the Employees Association to appoint representatives from its membership, here forth referred to as Shop Stewards, to handle regular Association business from time to time. The Association may have one (1) for every (20) twenty members, of which three (3) must be from the Executive.

4.1.3 The Employees Association shall provide the Company with a list of representatives of the Association and its Executive, on or before November 12th of every year or whenever such representation changes.

4.1.4 The Association recognizes that the President has regular duties to perform in connection with his employment, and the Company also acknowledges that the time used for Association related matters will not be unreasonably withheld after he has discussed it with his Foreman. In the event he is not available, another Foreman or Supervisor will be informed.

4.1.5 The Association agrees that should a member of the Executive need to leave his regular work, the President of the Association will advise a Foreman. The Foreman will decide if the time is appropriate and will not withhold said time without just cause.

4.1.6 The Company shall compensate each member at the rate of pay prescribed in this Agreement for the time spent in handling Association duties during working hours.

4.1.7 The Executive of the Employees Association and Company representatives shall meet as required by either party giving each other at least three (3) days notice in writing requesting a meeting and supplying the agenda of the subject(s) to be discussed at such a meeting.

4.1.8 The Company agrees that the Executive and the Shop Stewards may meet up to a maximum of two (2) hours per month during normal working hours, at their regular rate of pay, the place of such meeting to be provided by the Company.

4.2 **Dues and membership**

i. All present employees who are members of the Employees Association, and who have authorized deductions for the Employees Association dues, shall continue to have such dues deducted from earned wages as a condition of continued employment as an Association member for the duration of this Agreement.

ii. All other employees, upon completion of their probation period, shall be required, as a condition of continued employment, to have an amount equivalent to the Association dues deducted from their earned wages for the duration of this Agreement.

iii. All present or future members of the Employees Association shall not revoke their membership for the duration of this Agreement or unless attaining a permanent staff position.

iv. The Company shall deduct twelve (12) consecutive payments of Association dues per calendar year and said amount shall be remitted before the end of each month to the Treasurer of the employees Association. The amount of the deductions shall not be changed during the Collective Agreement except to conform with a change in the amount of regular monthly dues of the Employees Association in accordance with Federal laws or its own bylaws. Said amounts shall not include initiation fees, fines or special assessments, unless agreed upon by both parties.

4.2.2 The Association agrees not to hold the Company responsible from any action arising from these deductions and complaints by an employee against the Company and assumes full responsibility for the disposition of the funds so deducted, once they have been turned over to the Treasurer of the Association.

4.2.3 The Company and the Association agree that employees covered by this Agreement may not be discriminated against because of race, colour, sex, religious belief, age, or native origin. Throughout this Agreement, the masculine gender shall include both sexes.

5. **GRIEVANCE PROCEDURE**

5.1 Any complaint or cause of dissatisfaction arising between an employee and the Company shall be considered a matter requiring representation on behalf of the employee and shall be dealt with as speedily and effectively as possible. In any case, the employee shall have fifteen (15) calendar days from the occurrence causing the grievance to commence the grievance procedure as outlined below. Any grievance not presented shall be deemed null and void.

5.1.1 Any employee having a grievance shall first discuss such grievance with the Foreman having jurisdiction over the employee. The Foreman shall deal with the matter and give his answer prior to noon of the next working day. The employee may request Association representation at these discussions.

5.1.2 If the decision of the Foreman is not satisfactory, the employee may further request the Executive to review the matter which review shall take place out of working hours unless with the express consent of the Company, and if they agree that the complaint is valid, the Executive shall present the same in writing to the Department Manager within five (5) working days of the Foreman's decision. The Department Manager or his appointed representative shall deal with the appeal and render his decision in writing to the Executive not later than five (5) working days after receipt thereof.

5.1.3 If the decision of the Department Manager is not satisfactory, an appeal shall be placed by the Executive to the Human Resources Manager within five (5) working days of receipt of the Department Manager's decision. The Human Resources Manager shall then deal with the appeal and render a decision in writing not later than five (5) working days following the day upon which the appeal is presented.

5.1.4 If the decision of the Human Resources Manager is not satisfactory to the Executive of the Employees' Association on behalf of the employee concerned, they may, by serving written notice of further appeal to the Company, within five (5) working days of the delivery of the decision, appeal to an impartial arbitrator to be selected by the parties to the Agreement. If the parties are unable to agree to the selection of the impartial arbitrator within five (5) working days of receipt by the Company of such notice of appeal, then the parties shall make the appeal to an impartial arbitrator selected by the Minister of Labour. The decision of the impartial board or arbitrator shall be final and binding on both parties.

5.1.5 The impartial board or arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement or to constitute any new provisions of this Agreement in lieu thereof, nor to give a decision inconsistent with the terms and provisions of this Agreement, nor to deal with a matter not covered by this Agreement. An impartial board or arbitrator, however, in respect to agreements involving a penalty, shall be entitled to modify such penalty as, in the opinion of the impartial board or arbitrator, is just and equitable.

5.2 If either party considers that the other has violated, misconstrued or improperly applied any provision of the Agreement, it may submit the issues in writing as a policy misunderstanding to a meeting duly called between the Association Executive and the Human Resources Manager. Failing satisfactory settlement of such policy misunderstanding, either party may appeal the matter for decision of an impartial board or arbitrator appointed in accordance with paragraph 5.1 of this Article.

5.3 Any claim by an employee of wrongful suspension or of discharge by the employer shall be considered as a "special case", if a written statement of such claim is lodged by the executive with the Human Resources Department within three (3) working days from such suspension or discharge. Failing satisfactory settlement, the grievance may then be appealed to an impartial board or arbitrator appointed in accordance with paragraph 5.1 of this Article. It should be understood that a discharged employee shall have the right to an interview with the Association representative of his section, or the Executive before leaving the plant and also, he shall have the right to an interview with the Human Resources Manager.

5.4 Fees and expenses of an impartial board or arbitrator shall be borne by the party or parties overruled by the said board or arbitrator.

5.5 By mutual consent, any general inequity in salaries or working conditions brought to the attention of one party by the other may be referred for decision by an impartial board or umpire appointed in accordance with paragraph 5.1 of this Article.

5.6 It is the right of the Company to discipline employees in a fair and just manner and, in that respect, such action will be of a progressive nature. The gravity of the situation will dictate the degree of action contemplated. The procedure will be as follows:

STEP 1: Up to three verbal warnings will be issued depending on the severity of the situation and will be recorded in the employee's file in accordance with Article 5.6

STEP 2: A first written letter of warning will be issued and will be recorded in the employee's file in accordance with Article 5.6.

STEP 3: A second written letter of warning will be issued and will be recorded in the employee's file in accordance with Article 5.6.

STEP 4: A third written letter of warning will be issued and will result in a suspension or discharge depending on the nature and severity of the action under reprimand, as judged by management.

In matters of disciplinary action (other than verbal warnings), the Management will inform the Association prior to said action being taken.

5.6.2 Any removal of such a document will be based on the severity of the warning and will be left to management discretion.

5.6.3 It is understood that the employer can impose a suspension or immediate termination in the case of serious and severe infraction after mutual investigation of the circumstances.

6. SENIORITY

Seniority shall be defined as the principle of preferential consideration for employees on the basis of length of continuous service with the Company, as per the provisions of this Article and where specified in other Articles of this contract.

6.1 An employee's seniority shall be automatic upon completion of three (3) months of continuous service, at which point the employee's date shall revert to his date of employment. Upon mutual agreement between the Company and the Association, a probationary period may be extended. The Association recognizes the Company's right to terminate probationary employees at any time during their probationary period, without redress of any kind.

6.2 The Company may hire contract labour and/or temporary employees as it deems necessary, in order to successfully complete work obligations. Temporary employees will not retain any seniority unless hired on a permanent basis, in which case their seniority will revert to their date of hire provided that this employment is continuous, on a full-time basis, and provided that these employees would be required to serve a probation period commencing with the permanent employment. Probation period for temporary employees who are made permanent may be waived by mutual agreement. Contract labour shall hold no seniority for the period worked and shall be considered as a new employee if hired permanently.

6.3 The seniority list shall be used in determining the order of lay-off based on service seniority within a job category, starting from the employee with the least seniority to the highest. Lead hands will be placed on a separate seniority list for the term of their assignment and shall take precedence over the above. In the event that a particular job category consists of less than ten (10) employees or that a proposed layoff results in less than ten (10) employees, layoff shall be based on service seniority within a group **classification** and within a job category starting with the lowest classification to the highest, provided that, in the case of employees who have completed five (5) consecutive years of service, service seniority shall prevail. Recall shall be in reverse order of layoff.

6.3.2 When an employee transfers or is transferred to another job category within the Collective Agreement, his service seniority within the new job category is based upon the date of transfer until he has completed three (3) years in the new job category.

6.3.3 When an employee has completed three (3) years in a new job category following a transfer as per Article 6.3.2, his service seniority within that job category is reverted to his initial hiring date within the Association.

6.4 The Company shall prepare a Seniority List on which the name, date of employment, classification and job category will be recorded. Revisions to the Seniority List will be made on a quarterly basis. The Association may post the Seniority List on the notice board and employees will be permitted thirty (30) days after the posting to protest to the Company, in writing, any error or omission affecting their seniority.

6.5 Seniority shall continue to accumulate on the following basis:

a) While receiving compensation under the Workmen's Compensation Act in respect to an occupational injury.

b) If an employee surpasses the twelve (12) month period and is expected to return to work, the duration of time between the expiration of the twelve (12) months and the return to work date will be used to calculate his new seniority date within the Association.

If the employee is laid off during illness and his recall rights exceed the twelve (12) month period, the recall rights will supersede the latter, hence the new seniority date within the Association will be calculated between the expiration of the recall rights and the return to work date.

c) On a leave of absence approved by the Company

d) Permanent part-time employees may on occasion be required and will hold no seniority unless hired on a permanent full-time basis, in which case their seniority will be prorated as to the time actually worked.

e) The Seniority Period referred to in this Article is based on Time Worked starting from the initial hiring date within the Association. Also, for the purpose of this Article, the initial hiring date within the Association is to be used for employees transferred, as per Article 6.3.2.

While an employee is on lay off, but not to exceed:

| <u>Time Worked</u> | <u>Seniority Period</u> |
|--|---|
| 3 to 6 months | 3 months |
| 6 to 9 months | 4 months |
| 9 to 12 months 1 to 2 years | 6 months 6 months |
| 2 to 3 years | 9 months |
| 5 to 5 years plus 5 years plus | 1 year plus one month for each year over 5 years |

9 i. An employee transferred from the Association to a staff position has the right to return to the Association ranks for a period of six (6) months. The member who returns into the Association ranks will not have the right to return to a staff position for another six (6) months.

ii. Seniority of transferred employees continues to accrue for the duration of the transfer.

iii. Dues are payable for the duration of the right to return into the Association maximum of six (6) months.

iv. An employee returning into the Association ranks, goes back to his prior classification for a period equivalent to his transfer to staff, maximum three (3) months. After this period, the employee is either confirmed into the classification he was returned to or he is reclassified at Management’s discretion.

6.6 An employee’s employment and seniority shall be terminated for any of the following:

- a) If an employee resigns or retires;
- b) If an employee is discharged;
- c) If an employee on layoff fails to respond to recall notification within three (3) working days from the receipt of a registered recall letter or fails to return to work within seven (7) calendar days from the notification;

d) If a leave of absence is overstayed without valid reason;

e) If an employee is laid off and not recalled to work for a period extending beyond their seniority period. Employees recalled after the expiry of their seniority period shall have their full seniority reinstated for vacation only, providing the period equivalent to the total layoff is worked, and they will be given a class date referring to their new hire date.

9 If an employee is deemed permanently disabled by a medical authority.

g) An employee absent from work for three (3) consecutive working days without justification of said absence.

6.7 The Executive of the Association and its elected representatives shall not receive any special privileges under the seniority regulations beyond those afforded to all other employees except that in the event of layoff, four (4) members of the Executive shall be considered as having top seniority in their job category. The four (4) members of the Executive will be designated by the Association in writing within thirty (30) days after the signing of this Agreement and will remain valid until further notice is given to the Company. The four members will be the Executive that will be elected by the Association Members and not the members nominated by the ruling body.

6.8 In the event that more than one (1) employee in a job category has the same seniority date, the employee being longer in the job classification will appear first on the seniority list and, in the event of equal time in the classification, the employee with greater family responsibility shall appear first on the list.

6.9 Layoff procedures

Employees terminated due to reduction in the Company's work levels shall be considered laid off. All contract labour, temporary, permanent part-time and probationary employees in the job category shall be laid off first, after which Article 6.3 shall be applied. Employees with three (3) consecutive months of continuous service shall receive, due to layoff, either,

a) two (2) weeks notice in writing of the Company's intention to terminate their services or;

b) two (2) weeks wages at their regular rate of wages for the regular hours of work in lieu of such notice.

Either 6.9 a) or 6.9 b) will be determined by the Company based on work levels and requirements.

In the event that an employee continues to work for the Company after the two (2) week notice period expires, the employee shall be considered as not having received notice.

An employee who has completed twelve (12) consecutive months of continuous employment with the Company who has not be recalled from layoff within his seniority period shall be entitled to receive severance pay in accordance with the Federal Labour standards. Termination by way of dismissal for just cause, retirement, or for any other reason other than layoff, will not be eligible for the notice and severance provisions provided herein.

Employees having received recall notice and not complying with the said notice within the prescribed time period will be considered as having resigned and will not be eligible for severance pay nor will they continue to hold any seniority. Exceptions due to certified illness will be examined on an individual basis.

6.10 Employees transferred back into the bargaining unit will retain their seniority for the purpose of vacation and other benefits. They will transfer back to their previous classification and will be required to complete a three (3) month period at which time they may be reclassified. Should there be a posting for lead hand, they may apply.

7. FILLING VACANCIES

7.1 It is agreed that the Company will promote and fill vacancies from the ranks of permanent employees whenever practical, it being agreed that the Company has the right to fill vacancies as it sees fit in instances where specialized skills or experience is necessary. Should the posting be for a Lead Hand, Article 7.5 will apply.

7.2 All new position or vacancies will be promptly bulletined at agreed locations for a period of six (6) working days. Requirements for Lead Hand will also be bulletined for a period of five (5) working days.

7.3 New positions or vacancies of less than ninety (90) days duration will be considered temporary and may be filled without bulletining. Permanent part-time positions will also be filled without bulletining.

7.4 Pending a selection for a bulletined vacancy, the Company may assign a qualified employee whenever possible and such employee shall receive the established rate for the job. Should the posting be for a Lead Hand, Article 7.5 will apply.

7.5 A response will be forwarded to the applicant explaining why he was not selected from Production Management and a copy will be forwarded to the Association should the posting be for a Lead Hand position.

7.6 Applications for the bulletined position which are accepted for final consideration shall be selected on the basis of and in the following order of importance:

7.6.1 The most capable to perform the duties of the vacancy in the opinion of the Company based on the criteria in Appendix A & B herein. The Company may require the applicants to complete a trade test being of a verbal, written or practical nature.

7.6.2 The applicant with the highest classification (group and/or level).

7.6.3 The applicant with the greatest service seniority.

7.7 Should the primary applicant not be accepted (or should they not be interested), the next most suitable candidate shall be considered, and so on, until all accepted applicants have been considered. Should the posting be for a Lead hand, Article 7.5 will apply.

7.6 Employees transferred shall, at the time of said transfer, be on a predetermined trial period for a minimum of fourteen (14) days and a maximum of three (3) months. The employee shall be considered as having successfully passed the trial period, provided he has not received notification to the contrary. An employee may transfer back to their previous trade within three (3) months.

7.9 Provided due consideration has been given to employees as per this Article, the Company shall have the right to hire externally to fill a vacancy.

7.10 The Company shall keep the Association informed of employees applying for posted positions and the status of their application if it is relative to an Association position.

7.11 All temporary transfers that are made within the Cell (team) will be carried out without any necessity to officially notify the Association, if the transfer (cross training) consists of a period of less than three (3) weeks.

However, should there be layoffs within any of the affected departments, transfers of the employees of the affected departments will be nullified, until said layoffs have been cancelled or affected members have been recalled.

It is also to be understood that either party can ask that this clause be reexamined at any time during the Collective Agreement.

A temporary transfer form will be initiated by the Foreman or the supervisory authority of the originating department, with copies sent to the Employees Association, Payroll/Timekeeping, the Human Resources Department and the Production Manager. The Association is to be notified of temporary transfers prior to their being executed.

With favouring of the training aspect, employees will occasionally be requested to transfer departments and/or trades in order to help overworked areas, to lend technical expertise, and/or to prevent layoff procedures from being taken. The transferred employee will have the lowest seniority within their trade and/or classification required to do the tasks, and will be capable of performing the duties with minimal training.

A temporarily transferred employee shall retain his full rate of pay, and continue to accumulate seniority in his original classification, for the period of the transfer, except if there is a layoff in his original classification. Should the transferred employee's name be the next to be on layoff, he will not be passed over.

Where the requirement for a temporary transfer is extended, the originating Foreman/Manager will choose the next senior employee able to perform the task for the successive period. Upon mutual consent a temporary transfer may be extended.

8. HOURS OF WORK

8.1 The standard day shift will consist of forty (40) hours based on a five (5) day work week, Monday. to Friday inclusively. The starting time has been defined as 07:00 hours and the finishing time as 15:30 hours. Only Association members in good standing as of February 1, 1989 shall have, during the period between St-Jean-Baptiste and Labour Day, the option of working a four (4) day work week. This option shall be grandfathered to these members only for all future agreements. Employees working a four (4) day work week of ten (10) hours per day shall be assigned either the Monday through Thursday shift inclusively or the Tuesday through Friday shift inclusively.

The night shift crew can be on a four (4) day night shift providing it is feasible for the department to allow such a shift, at Management's discretion.

8.2 A thirty (30)-minute unpaid lunch period will be accorded for all shifts. The lunch period on Saturdays, Sundays and Statutory Holidays will be the same.

8.3 Two (2) paid ten (10)-minute breaks will be accorded to employees, one in the morning and one in the afternoon. The times of these breaks shall be set by the Company in conjunction with the Association.

8.4 For the purpose of allowing employees to clean their work area, return Company equipment, wash up and put their personal tools away, a buzzer will be sounded approximately five (5) minutes before the end of the regular shift. A special time provision will be made when the return of Company equipment cannot clearly be carried out within the prescribed time, such special provision will be made by the Foreman of the particular department.

8.5 Employees arriving late at work will be docked as follows:

| <u>Minutes late</u> | <u>Minutes docked at</u> |
|----------------------|--------------------------|
| <u>Straight time</u> | |
| 0- 3 | 0 |
| 4- 6 | 6 |
| 7- 12 | 12 |
| 13-15 | 1 |

Lateness over the first fifteen (15) minutes or leaving early will be docked per the quarter hour at straight time.

- 8.6 The first shift is defined as any starting time between 6h00 and 8h00 hours.
The second shift is defined as any starting time between 15h00 and 17h00
Third shift is defined as any starting time between 22h00 and 24h00

Any employee starting outside the first, second, or third shift will receive the applicable premium for the hours worked within each shift.

8.6.1 The Company will endeavour to give as much notice as possible for shift changes. However, due to the nature of the industry, the Company may request same day shift change. If agreeable, the employee will transfer shifts that day, but in any case, he must transfer to the requested shift on the following second regular business day or 48 hours, whichever is less. Shift changes with less than 48 hours notice

- a) Between 24 - 48 hours - 1 hour paid
- b) Under 24 hours - 2 hours paid

Only in the case where the anticipated shift transfer is of the extent of two or more weeks, the Company will advise employees no later than five (5) working days in advance, with the new shift commencing on the first scheduled working day of the following week.

8.6.2 The Company will ask for volunteers should the occasion arise when a second, third, or other shift is required. All new hires after the signing of the Collective Agreement will be hired on a permanent night shift and may require training on day shifts for a period no greater than six (6) months. It is understood that the implementation of a permanent night shift will be done on a gradual basis and should not interfere with the existing shifts until such time that a complete full-time night shift is established. An employee will be able to apply for day shift only when there is an opening and this will be prioritized by seniority.

To subsidize the expertise and the appropriate manpower on the night shift, there will be a rotation scheduled from the core group of employees. The core group will be defined as all employees hired prior to September 12, 1997. The employees selected from the core group may be selected from any level and will not exceed 25% of the core group department for the period of November 1997 to November 1999. The employees selected from the core group may be selected from any level and will not exceed 15% of the core group department for the period of November 1999 to November 2000. The employees selected from the core group may be selected from any level and will not exceed 10% of the core group department for the period of November 2000 to November 2001. The employees selected from the core group may be selected from any level and will not exceed 5% of the core group department for the period of November 2000 to November 2001 and will be 0% as at November 2002. The selection and rotation of the core group by department will be equitable as to maintain a proper rotation.

8.6.3 Should the occasion arise where a second, third or other shift is anticipated to extend for more than six (6) consecutive weeks, then the Company and the Association will address the situation of shift scheduling and the related employee rotation.

8.6.4 The Company will ask for volunteers for the second, third and other shifts. Failing to obtain the required competent manpower for the second and third shift on this basis, the Company may choose the required competent personnel on a reverse seniority basis. Employees with fifteen (15) or more years of service shall not be obligated to work a second or third shift provided the Company is able to assign a proper complement of skilled employees to such shifts.

8.6.5 Any other shift format that the Company may find necessary to implement because of a particular production process and/or operational requirement, shall be subject to a prior agreement between the parties.

8.7 The s shift premium will be seventy-five (\$0.75) cents per hour for the second shift and one dollar (\$1 .00) per hour on the third shift. Applicable overtime calculated as per Article 9 shall be applied to the second and third shift premiums.

9. OVERTIME PAY AND TRAVEL ALLOWANCE

9.1 Time worked in excess of eight (8) hours per shift on either the first, second, or third shift, shall be considered as overtime, whether such time is worked before or after an employee's regular shift.

9.2 - Overtime will be at time and one half for the first three hours of each shift, and thereafter at double time.

9.3 For continuous work for a period exceeding three (3) hours after the regular shift, a thirty (30)-minute break will be allowed with no loss in pay. In addition, the employee will be granted a ten (10)-minute break for each two (2) hours of overtime thereafter.

In the event of prolonged overtime hours or shift transfers, an interval of nine (9) hours must elapse before an employee may report for his next shift. Should said time overlap the employee's regularly scheduled shift, he will be paid for hours of overlap, except when the Manager or his delegate has authorized such employee to report for work before the end of the said nine (9)-hour interval. In such instances, the employee will be paid at the rate of double time plus the hours worked until his nine (9)- hour interval has been met. This provision will not apply when employees volunteer for shift transfers or in the case of a special shift for Saturday overtime.

9.5 "For employees on the first or second shift of the standard work week, Saturday overtime shall be paid at the rate of time and one half for the first eight (8) hours worked and at double time thereafter. Sunday overtime shall be paid at double time rate if the employee has-met the following conditions:

- a) They have worked a minimum of five (5) hours overtime on Saturday or during the standard work week or;
- b) They have only been offered the opportunity to work overtime on the Sunday.

9.6 Reporting to work - days off, call-in

Employees who report for work on a regularly scheduled day off, or a statutory holiday, will receive four (4) hours at their regular rate or actual hours worked at the applicable overtime rate, whichever is greater.

9.7 Time off in lieu of overtime pay

When it becomes necessary for employees to work overtime, they shall not be laid off during their regular working hours to equalize time. Employees may elect to bank their overtime as paid time-off in lieu of paid time, provided the following:

9.7.1. Paid time off would be banked at the same rate as overtime would be paid.

9.7.2. Banked time off may be taken between January 1 and December 31 of the calendar year, provided the employee first obtains written approval from their Foreman/Manager. Banked hours to be taken in December must be reserved in writing prior to December 1.

9.7.3. Banked time may not be accumulated after the last Thursday in November.

9.7.4. Procedures related to time off in lieu of overtime will be posted on the notice boards and must be observed.

9.7.5. Any banked time remaining at the end of the term (i.e. Dec. 31) will be paid to the employee in the last pay of the current year.

9.8 Overtime notice

While it is recognized that excessive overtime is undesirable, it is also recognized that overtime is inherent in the nature of the Company's business. If the need for overtime arises, employees will cooperate and the appropriate rates shall be paid. Overtime shall be offered to employees on an equitable basis provided that seniority and equity have been respected. The Foreman shall compile a list on a regular basis of all available employees on his crew for overtime. This shall ensure that seniority and equity have been respected as well. After the Foreman has compiled his list of all available personnel for overtime, the list shall be posted for all the individuals to see and report any discrepancies. In the event that a person is asked to work overtime and is not chosen from the list or has not been chosen from the list in the correct sequence or in cases where certain individuals are rejected from overtime due to the complexity of certain jobs, the Association will review the situation with the individual, the Foreman and Management.

Refusal to work such overtime shall not be a matter of disciplinary action.. In the event that a Foreman is unable to assemble the required complement of employees within a particular job category, then such overtime may be offered to other Association members considered by the Company to be capable of performing such tasks.

9.9 Payment for travelling time

The Company agrees to pay applicable hourly rates to employees travelling at the request of the Company on outside work. The Company shall have the exclusive right to select the means of travel.

Should the employees be authorized to travel on any public transportation system, the Company shall set the travel time to be paid for at the scheduled travel time of such public transportation system, plus an allowance of sixty (60) minutes before departure and sixty (60) minutes after arrival, in order to allow for travel from home and to place of accommodation or work, at such outside location. Should the employee be required to depart or arrive via Montreal International Airport at Mirabel, the allowance will be increased by a further sixty (60) minutes for such departure or arrival.

Should the employee be authorized to travel by means of his own vehicle, the Company shall set the allowable travel time in advance.

For the purposes of this section, outside work shall be defined as work performed at a location greater than eighty (80) kilometers from Montreal International Airport at Dorval.

Employees shall not be paid for the time expended on travel after regular hours nor on Saturdays, Sundays or Statutory Holidays when such travel is incurred for the purposes of attending training courses.

Any expenses incurred while travelling must be substantiated by receipts. Travel allowances must be that which is prescribed by company policy or which is approved by the Company in consideration of higher rates at a particular locale visited.

9.10 **Away-from-home allowance**

The Company shall provide a per diem allowance of fifteen (\$15) dollars per day to cover incidental expenses while an employee is working away from home. An employee shall not receive this allowance while on a training or related type course.

9.11 **Standby pay**

Employees requested by the Company to be available on a standby basis on a regularly scheduled day off or statutory holiday shall be paid an allowance of twenty-five (\$25) dollars for each standby day. Employees agree to cooperate but refusal to be available on a standby basis shall not subject the employee to disciplinary action. Employees requested to be available on standby shall do so on a voluntary basis.

9.12 **Car mileage expense**

Car mileage expense will be determined as per Company policy. Employees will cooperate with the Company when asked to use their vehicle on Company business. However, such refusal will not be subject to disciplinary action.

10. **STATUTORY HOLIDAYS**

8 Employees who are requested to work on a statutory holiday will be paid, at the rate of time and one half for the first eight (8) hours of a regular shift and double time for any subsequent hours. In addition, employees shall be entitled to holiday pay equivalent to one regular day's work. Statutory Holiday pay will be calculated at the regular day shift wage for the employee's class and trade. Commencing November 2000, employees who are requested to work on a Statutory Holiday will be paid at double the applicable rate of pay.

10.2 In the event that a statutory holiday occurs on an employee's regularly scheduled day off, the employee shall be entitled to an additional paid day off work.

10.3 To qualify for pay for a general holiday whether worked or not worked, the employee must have been in the service of the Company for more than thirty (30) consecutive calendar days, and have been entitled to wages for at least fifteen (15) of those days.

10.3.2 The employee who has not worked on the last full day before and/or the first full day after a general holiday on his regularly scheduled day or work shift without the consent of the Company will not be paid for those days. Exceptions will be made for compassionate leave, injury, crown witness or jury duty.

10.4 Employees taking advantage of the four (4)-day work week during summer hours will, for statutory holidays falling during this period, be paid eight (8) hours per day and will automatically have two (2) hours deducted from their banked time to make up their regular ten (10)-hour days (if the banked time is available). Employees wishing to make other arrangements than having banked time deducted must inform Payroll one week in advance of the holiday.

10.5 Statutory Holidays for the duration of the contract shall be a total of thirteen (13) and shall be observed on the following days:

1997

| | |
|-------------|-------------------|
| December 25 | Christmas Holiday |
| December 26 | Christmas Holiday |
| December 29 | Christmas Holiday |
| December 30 | Christmas Holiday |
| December 31 | Christmas Holiday |

1998

| | |
|-------------|----------------------|
| January 1 | Christmas Holiday |
| January 2 | Christmas Holiday |
| April 10 | Good Friday |
| May 18 | Dollard/Victoria Day |
| June 24 | St-Jean-Baptiste |
| July 1 | Canada Day |
| September 7 | Labour Day |
| October 12 | Thanksgiving Day |
| December 25 | Christmas Holiday |
| December 28 | Christmas Holiday |
| December 29 | Christmas Holiday |
| December 30 | Christmas Holiday |
| December 31 | Christmas Holiday, |

1999

| | |
|-----------|-------------------|
| January 1 | Christmas Holiday |
| January 2 | Christmas Holiday |
| April 2 | Good Friday |

| | |
|-------------|----------------------|
| May 24 | Dollard/Victoria Day |
| June 24 | St-Jean-Baptiste |
| July 1 | Canada Day |
| September 6 | Labour Day |
| October 11 | Thanksgiving Day |
| December 27 | Christmas Holiday |
| December 28 | Christmas Holiday |
| December 29 | Christmas Holiday |
| December 30 | Christmas Holiday |
| December 31 | Christmas Holiday |

2000

| | |
|-------------|----------------------|
| January 3 | Christmas Holiday |
| January 4 | Christmas Holiday |
| April 21 | Good Friday |
| May 22 | Dollard/Victoria Day |
| June 23 | St-Jean-Baptiste |
| June 30 | Canada Day |
| September 4 | Labour Day |
| October 9 | Thanksgiving Day |
| December 25 | Christmas Holiday |
| December 26 | Christmas Holiday |
| December 27 | Christmas Holiday |
| December 28 | Christmas Holiday |
| December 29 | Christmas Holiday |

2001

| | |
|-------------|----------------------|
| January 1 | Christmas Holiday |
| January 2 | Christmas Holiday |
| April 13 | Good Friday |
| May 21 | Dollard/Victoria Day |
| June 25 | St-Jean-Baptiste |
| July 2 | Canada Day |
| September 3 | Labour Day |
| October 8 | Thanksgiving Day |
| December 25 | Christmas Holiday |
| December 26 | Christmas Holiday |
| December 27 | Christmas Holiday |
| December 28 | Christmas Holiday |
| December 31 | Christmas Holiday |

2002

| | |
|-------------|----------------------|
| January 1 | Christmas Holiday |
| January 2 | Christmas Holiday |
| March 29 | Good Friday |
| May 20 | Dollard/Victoria Day |
| June 24 | St-Jean-Baptiste |
| July 1 | Canada Day |
| September 2 | Labour Day |
| October 14 | Thanksgiving Day |

11. EMERGENCY CALL-IN AND EMERGENCY SHUTDOWN

The Company agrees to guarantee a minimum of four (4) hours pay at straight time for all hours worked prior to the commencement of any given shift when an employee is called in more than two (2) hours before the commencement of such shift, or alternatively, agrees to pay at the rate of time and one half for all such hours worked, whichever is greater.

11.2 If for reasons beyond its control (snow storms, power failures, floods or other emergency situations) the Company decides to shut down its operations, any employee who is at work as usual and is sent home will receive full payment for all hours worked or hours on stand-by within his department, at the applicable rate, plus half pay for all hours lost between the time of the decision to close operations and the end of any regular or special shift in effect at the time of the occurrence.

When a shutdown occurs subsequent to the commencement of a shift, the Company will notify employees by telephone or through public broadcasting messages.

12. VACATION

12.1 The annual vacation entitlement for permanent employees shall be determined by their service with the Company as at May 1st and employees shall be entitled to receive their vacations prior to May 1st of the following year. Employees may not delay taking their vacation entitlement after April 30th of the following year without the prior written approval of the Company.

12.2 Permanent employees who have completed less than one (2) year of service with the Company shall be entitled to a vacation period equivalent to one (1) eight (8) hour day, per month worked, not exceeding ten (10) working days a year (80 hours), and shall be paid at the rate of four (4%) percent of gross earnings calculated in accordance with Article 12.8 hereof and paid on the pay day prior to their vacation.

12.3 If requested, vacation pay shall be payable only two weeks in advance.

12.4 The Company reserves to itself and the Association agrees, the exclusive right to designate one (1) plant shutdown for vacations, for a period of two (2) weeks. Such designated plant shutdown shall normally be carried out during the months of July and/or August.

The Company agrees to provide six (6) months advance notice to the Association of its intention to have a summer plant shutdown. In cases when there is no designated plant shutdown for vacations and, whenever possible, and at the discretion of the Company, vacations shall be granted at the period preferred by each employee, the employee's length of service being taken in consideration.

In cases when there is no designated plant shutdown for vacations, the Company shall undertake to schedule vacations during the summer months, allowing the greatest number of employees to take their vacation between St-Jean-Baptiste Day and Labour Day. Preference as to vacation dates shall be given to employees on a seniority basis, in each department. The time allocated will be no greater than two (2) weeks at one time. If an employee wishes for more, he must wait until the Supervisor or Foreman has gone through the seniority list. Exception will be made for all Association members in good standing as of February 1, 1989 and they shall have the option of taking three (3) consecutive weeks during this period. Employees who are required to work during the plant shutdown will have their vacation period extended to May 1st of the following year so they can take their vacation within this period, and have top priority.

12.5 Vacation pay shall not normally be allowed for vacations not taken except in the case of casual and/or permanent part-time employees not eligible for time off.

12.6 In cases where the Company shuts down for annual vacations, all employees shall be paid their eligible vacation pay and there will be no further pay due to them until the plant re-opens.

12.7 An employee having seniority of one (1) year or more who has been laid off for a period of not more than thirty (30) calendar days will not be considered as having a break in service for the purpose of calculating vacation days.

12.8 Employees who have less than one year of service at the end of the reference year are entitled to a vacation as per Article 12.2 and will have the option to take the balance up to a maximum of five (5) days off unpaid.

12.8.2 Employees who have completed one year of service at the end of the reference year are entitled to a vacation of ten (10) working days for which they will be paid 4% of their earnings for the reference year.

12.8.3 Employees who have completed three (3) years of service the end of the reference year are entitled to a vacation of fifteen (15) working days for which they will be paid 6% of their earnings for the reference year.

12.8.4 Employees who have completed ten (10) years of service at the end of the reference year are entitled to a vacation of twenty (20) working days for which they will be paid 8% of their earnings for the reference year.

12.8.5 Employees who have completed nineteen (19) years of service at the end of the reference year are entitled to a vacation of twenty-five (25) working days for which they will be paid 10% of their earnings for the reference year.

13. HEALTH AND SAFETY

It is agreed that both parties hereto will cooperate to the fullest extent in the prevention of accidents and the promotion of health and safety according to the regulations laid down from time to time by the Health and Safety Committee and/or Company. The Health and Safety Committee will meet on a monthly basis and will have appropriate representation at said meetings. The Company and the Association agree to comply with the "Industrial Health and Safety Legislation" and related rules and regulations thereof.

13.1 The Company shall supply certain items of protective clothing and devices which it deems necessary according to reasonable accepted precautions for the work being performed. In addition, the Company will reimburse the cost of one pair of safety shoes/boots per annum to all employees. The supplier will be determined at the discretion of management.

13.2 In cases of sickness or accident which necessitates absence from work, the employee must:

13.3.1 Notify his Department or Human Resources Office within three (3) hours from the start of his shift on the first day of his absence.

13.3.2 Advise his Department or the Human Resources Office as soon as possible as to the date when he expects to return to work in order to allow the Company reasonable time to organize the work to be carried out and keep it in balance with the workforce.

13.3 All employees shall submit to medical examination by a doctor appointed by the Company whenever requested to do so in order to retain their employment. Examination shall be done during normal working hours, at the expense of the Company, with no loss of pay to the employee. Employees must be fit in the opinion of the Company's doctor to perform any duties the Company may have available to them, in accordance with provisions of this Agreement.

13.4 An employee injured at work and unable to resume work shall continue to be paid at his regular rate of pay for the balance of the shift.

13.5 Any Association employee has the right (as defined by the Federal Labour Code) to refuse any work of a dangerous nature unless proper safety precautions are observed. Any employee who is caught repeatedly carrying out work of a dangerous nature without proper safety precautions being observed, may be subject to disciplinary action.

Any employee observed not adhering to the security precautions stipulated by the Company, may be subject to disciplinary action.

13.6 The Company shall establish an annual fund of \$5,000 to be used at the discretion of the Health & Safety Committee without prior application to the Company.

Should the fund, at any time, be drawn below \$5,000, the Company is to replenish it to the level of \$5,000 at the start of the following fiscal year.

14. ABSENCE

14.1 Unavoidable absences for any reason must be reported as per the method outlined in Article 13.2. If said absence is not reported as per the above noted provision, the employee could be suspended for three (3) days. (Except under unusual circumstances)

A doctor's certificate will be required for illness of less than three (3) days when absenteeism is frequent or excessive and/or on shop management recommendation. The Human Resources Department shall be responsible for making this determination. Absences found to be fraudulent or without authority for an aggregate of three (3) working days in any six (6)-month period will be considered proper and just cause for dismissal unless the absence has been approved by the Company.

The following absences will be granted provided proper notice and approvals are received:

| <u>Absence</u> | <u>Notice Required</u> | <u>%Payment</u> | <u>Working Days Allotted</u> |
|-------------------|--|-------------------------|---|
| Court Subpoena | Upon court notification | 0% | As required |
| ✓ Citizenship Day | Upon court notification | 100% | 1 |
| ✓ Crown Witness | Upon court notification | 100% ✓ | As required ✓ |
| ✓ Jury Duty | Upon court notification | 100% ✓ | As required ✓ |
| Certified Illness | As per article 13.2 As per article 14.1 | 100 % | 32 hours Apr 1 to Mar 31* (except if covered group insurance) |
| Accident at work | " | As per CSST regulations | |

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Compassionate leave for the death of:

| | | | |
|--|-----------------------|-------------------|---|
| Spouse**, Son, Daughter | Prior to leave | 100% | 5 |
| All other imm. family *** | Prior to leave | 100% | 3 |
| Other relatives who reside permanently in the employee's household or with whom the employee permanently resides | Prior to leave | 100% | 3 |
| Grandparents, Sister-in-Law Brother-in-Law | Prior to leave | 100% | 1 |
| <u>Other</u> | | | |
| Birth/Adoption**** | 1 week prior to leave | 100% | 2 |
| Marriage | 1 week prior to leave | 0% | 1 |
| Maternity Leave Regulations | ASAP prior to leave | As per Government | |

* Sixteen (16) hours will be allocated to cover the period from April 1, 2002 to November 11,2002.

**For the purpose of this clause, a spouse includes common-law spouse as recognized by law.

***Immediate family meaning: Brothers, Sisters, Father, Mother, Father-in-Law, Mother-in-Law

****An employee may be absent from work without loss of salary for two (2) working days, on the occasion of the birth or adoption of a child, with the option of taking an additional three (3) days off without pay. Those days must be taken within fifteen (15) days of the birth or adoption.

14.2 Each employee, upon completion of his probationary period, will be allotted four days for absences due to illness, except where covered by group insurance.

14.2.2 For the duration of this Collective Agreement, the reference years are as follows:

| | |
|---------------|-------------------|
| April I, 1997 | March 31, 1998 |
| April I, 1998 | March 31, 1999 |
| April I, 1999 | March 31, 2000 |
| April I, 2000 | March 31, 2001 |
| April I, 2001 | March 31, 2002 |
| April I, 2002 | November II, 2002 |

14.2.3 An employee will be remunerated for each hour or day of absence, at the rate of 100% of his normal daily wage.

14.2.4 At the end of each reference year, as described in 14.2.2, each employee with remaining absentee days will be recompensed for all unused days. Each day will be paid at 100% of the employee's normal hourly rate as at the date of payment.

All new employees will be entitled to one (1) sick day for every two months worked to a maximum of four (4) days.

14.2.5 This settlement shall be paid before the 30th of April of each year and shall discharge all obligations of the Company toward employees, with respect to that reference year.

14.3 The Company may grant leave of absence to employees for personal reasons, without pay and without loss of seniority, providing:

a) All requests for such considerations are made in writing to the Human Resources Department at least twenty-one (21) days prior to the date such leave is to commence. All such requests must state the reasons for the request and the duration of the leave requested.

b) Leave of absence for any one individual will not normally exceed thirty (30) working days in any twelve (12) month period.

c) The granting of leave would not unreasonably effect the company's operations or schedule of work.

d) That the leave is approved in advance by the Department Manager and the Human Resources Manager.

e) That the employee shall not engage in any other employment during such leave except with expressed permission of the Company.

14.4 In case of a personal emergency an immediate leave of absence shall be granted as per article 14.3 b),d),e).

14.5 An employee not returning from a leave of absence within the prescribed time, shall be considered as having resigned their position, unless caused by circumstances beyond employee's control, i.e. illness, in which case the Company must be advised as soon as possible.

An employee may request an extension to the leave prior to their return date and the Company shall consider such extension based on schedules of work and the employees personal situation.

15. STRIKE AND LOCK-OUTS

The Company, the Association and the employees covered by this Agreement agree that there shall be no strikes, slow-downs, stoppages of work or other interference with production by the employees, nor any lock-outs by the Company as long as this Agreement is in force and effect, or during any period following the expiration of this Agreement, for the renewal of this Agreement or for a new Agreement to supersede this Agreement or any such amendment, addition, renewal or new Agreement is under consideration by any impartial umpire, conciliator or council or board of arbitration to which it shall have been referred.

16. JOB CATEGORIES, CLASSIFICATION AND RATES OF PAY

16.1 a) The job categories, classifications and rates of pay during the term of this Agreement shall be set out in Appendix A through C, attached hereto and shall form part of this Agreement. In general terms, employees will be divided into three main groups.

- Group 1 Technical Trade Group - Salary Scale A
- Group 2 Craft Trade Group - Salary Scale B
- Group 3 Ancillary Group - Salary Scale C

b) Changes to licensing requirements affected by the M.O.T. shall be reviewed by the Company and the Association to determine the effect, if any, on the employees. Should there be an adverse effect, both parties agree to negotiate applicable changes to the contract. In the event that no agreement is reached it shall be deferred until the next Collective Agreement is negotiated.

c) Employees in the technical trade group for whom it is required, as part of their job category, to have an aircraft-type license, shall upon providing the Company with proof thereof, be provided with a license premium of forty (\$0.40) cents per hour.

d) Employees in the technical trade group with the appropriate aircraft type licensing or qualifications and have been designated by the Company to have a shop approval stamp, shall be provided with a premium of thirty (\$0.30) cents per hour.

e) Employees responsible for releasing aircraft as part of their job category will be provided with a certification premium of fifty (\$0.50) cents per hour.

16.2 **Progression and Review**

Progress to the next higher classification, within each group classification, will occur automatically and will become effective at each anniversary of the employee's employment date. In the case of junior craftsman/technician level, the employee shall progress to the next higher classification every six (6) months until the craftsman/technician level is reached. A junior craftsman/technician shall progress after his three (3)-month probation period or after six (6) months but shall not be reclassified twice within the first six (6) months from his employment date.

A performance evaluation shall occur on or about the employee's anniversary date and shall be completed within a thirty (30) day period from his anniversary date.

Reclassification will not occur automatically when changing group classification (i.e. Junior Technician/Craftsman 4 to Technician/Craftsman 1, Technician/Craftsman 4 to Journeyman 1, Journeyman 4 to Master Technician/Craftsman, from level IA to level 2C, from level 2A to level 3C and from level 3A to level 3AA) . Reclassification will be determined by a performance review carried out by the employee's immediate supervisor and will be reviewed with the individual employee who will be required to countersign the review form. In the event that the employee does not agree with his review, after consultation with his immediate supervisor, he may countersign to this effect and may request further consultation at which time, if the employee so requests, a representative of the Association may be present.

In the event that an employee's performance is unsatisfactory to the point where he warrants a demotion, this will be subject to prior consultation between the Management and the Association.

Multiple reclassification will not be permitted except for probationary reclassification. Should the probationary period be for a member returning from a staff position to the bargaining unit, article 6.10 shall prevail.

17. **LEAD HANDS**

17.1 **Selection**

Upon completion of the posting period for Lead Hands and as per Article 7.2, the selection shall be governed by the following points, in order of merit, as listed:

- a) Initiative, personality, and ability to supervise others.
- b) Technical qualification, ability, and experience.
- c) Innovative skills and productivity.

- d) All other items being equal, seniority will be given precedence.

17.2 Lead Hand Requirements

Lead Hands will be appointed, if and when required, at the sole discretion of the management for a specific job(s), or to assume responsibility, for a short period of time, for a shop or aircraft in the absence of a Foreman. The requirements are as follows:

17.2.1 Nature and Scope: A lead hand's primary requirement is to create and maintain a conscientious attitude amongst his crew and by setting the required pace and technical standard while planning and assigning tasks.

17.3 Premium Pay for Lead Hands

Lead Hands will receive one dollar fifteen (\$1.15) cents per hour premium pay for each hour worked as a Lead Hand, An employee will retain such pay premium when absent due to illness unless the Company finds it necessary to replace the employee.

18. RETIREMENT ALLOWANCE

An employee who attains age 60 - 64 and who has a minimum of twenty (20) years service with the Company, may request an early retirement. If agreeable, the Company will provide a retirement allowance based on the following schedule:

| | |
|--------|---|
| Age 60 | 5% of their base salary times 5 years to a maximum of \$7,500. |
| Age 61 | 5% of their base salary times 4 years to a maximum of \$6,000. |
| Age 62 | 5% of their current base salary times 2 years to a maximum of \$4,500. |
| Age 63 | 7.5% of their current base salary times one year to a maximum of \$3,500. |
| Age 64 | 10% of their current base salary times one year to a maximum of \$2,000. |

In order to receive the allowance in each category, the employee must retire on their birthday. If they decided to retire after their birthday the allowance would be based on the following year.

19. FLIGHT TEST PAY

Employees will be required by the management to go on flight tests and will be paid fifty (\$50.00) dollars for each test. The employee must have consent from their Foreman/Manager that said flight test is required.

20. EMPLOYEE BENEFITS

The Company will maintain current insurance and savings plan benefits during the term of this Agreement. Any changes to benefit plans will be at a mutual agreement between the Company and the Association.

20.1 Pension plan

- a) Effective date: July 1, 1998.
- b) Mandatory membership (after three (3) months of service).
- c) Retirement benefit: flat 1% per year of credited service x final average annual earnings during the best remunerated 3 years of contribution to the plan among the last 10 years - for future service only.
- d) Retirement without actuarial reduction at age 62. Prior to this age, a full actuarial reduction will apply.

82/5

82a
3
3%
1%
27/62

Employee contribution at a rate of 2.5% of base salary.

- f) Pensionable earnings: base salary only (exclusion of overtime and premiums).
- g) Accrual of credited service if on short or long term disability.

The above represent highlights of the pension plan. The official document will be the sole document that shall govern the pension plan.

20.2 Personal corrective lenses for employees and dependents

When an eye examination results in the prescription of corrective lenses, the cost of these lenses will be reimbursed up to a maximum of one hundred and fifty (\$150) dollars per period of twenty-four (24) months, from the date of the last bill submitted.

The above clause is applicable to members' children under 21 years of age if they are full time students.

20.3 Orthodontic care

The Company will pay for orthodontic work based on the following criteria:

- a) Coverage available to members' children only.
- b) Lifetime maximum of \$2,500 per child.
- c) Reimbursement paid at 50% up to a maximum of \$2,500.

21. **EDUCATION AND TRAINING**

- | " -

The Company will provide for training as required by law.

The Company shall undertake to equitably rotate employees eligible for training courses to the maximum extent possible.

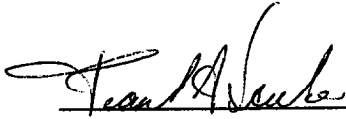
22. **DURATION OF AGREEMENT**

The Agreement shall remain in full force and in effect from November 12, 1997 until November 11, 2002.


23. **AMENDMENTS**

Any condition or provision herein may, by mutual written consent, be amended from time to time, as the parties hereto may require, during the term of the Agreement.

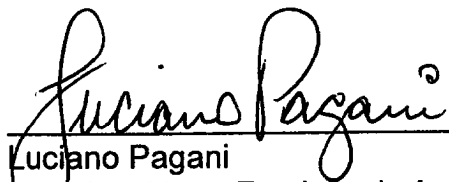
IN WITNESS WHEREOF, the parties hereto have signed the Agreement this 25th day of November, nineteen hundred and ninety seven (1997), at Dorval, in the Province of Québec.



Frank Scerbo
President, Employee's Association

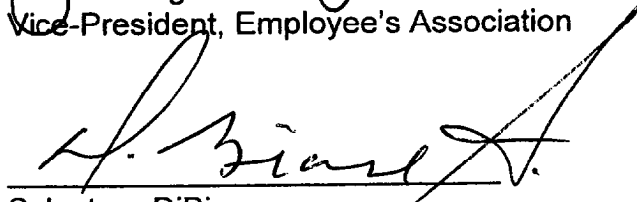


Diane Blagdon
Supervisor, Human Resources

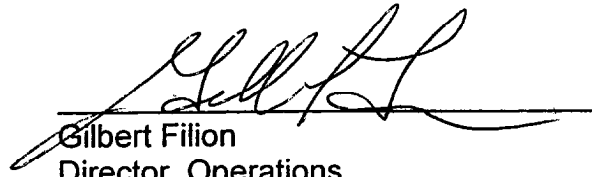


Luciano Pagani
Vice-President, Employee's Association

François Dauphinais
Director, Human Resources




Salvatore DiBiase



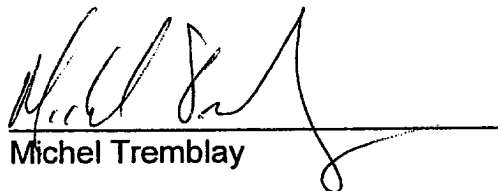
Gilbert Filion
Director, Operations



Karol Kincek



Laurie McGee
Supervisor, Finance



Michel Tremblay

APPENDIX “A”
GROUP 1: TECHNICAL TRADE GROUP DESCRIPTIONS

Category 1: Pre-flight Technician
General functions and knowledge:

Comprising those employees engaged in servicing, trouble-shooting, repair, maintenance, modification, and functional testing of aircraft, power plants, mechanical systems and related systems to a level commensurate with their classification. Technicians should have a good knowledge of aircraft parts, materials, shop procedures, manuals, applicable Transport Canada/F.A.A. regulations, as well as the technical expertise to perform tasks commensurate with their classification. Trade school background and/or a strong mechanical aptitude are required. Aircraft Technicians may be required to certify aircraft using their licence or the shop approval.

Category 2: Aircraft Inspectors
General functions and knowledge:

Comprising those employees engaged in inspecting airframes, engines and operating equipment of aircraft in all stages of repair to ensure that the repairs are made in compliance with standards and specifications designated on drawings and in manuals. Required to certify for flight, any aircraft or components for which the individual is authorized. Inspectors would also be responsible for all records, certification, and all regulations related to the aircraft being worked on and as well maintain and update log books. Must have a thorough knowledge of applicable Transport Canada/F.A.A. and military regulations, shop practices, aircraft and engine operations and performance.

Category 3: Avionic Technicians
General functions and knowledge:

Comprising those employees engaged in the servicing, trouble-shooting, maintenance, repair, modification, installation and functional testing of all types of radio, radar and other types of navigation systems and equipment. Avionic Technicians should have a thorough knowledge of AC-DC electrical theory, aircraft audio systems, communication and navigation equipment including pulse techniques and/or auto pilot and/or flight control systems, applicable Transport Canada/F.A.A. regulations and the expertise to perform their tasks commensurate with their classification. They also must be familiar with standard avionic installations, practices, materials, manuals pertaining to avionic systems and installations, Trade school background would be required for this position and/or a suitable apprenticeship program.

Category 4: Aircraft Electricians
General functions and knowledge:

Comprising those employees required to install, repair, service and functional test, aircraft electrical equipment and accessories on board aircraft and as well to perform any required bench repair check. Electricians will perform such duties as connecting all wires to the hot side of the junction box, observing and checking for correct operation of relays, instruments and lighting by activating switches and other controls and measuring voltage, current and resistance so as to diagnose faults. Electricians should have thorough knowledge of electrical theory, Transport Canada/F.A.A. regulations and the operation of a variety of electrical and wiring systems. They must also have the ability to interpret, apply and if necessary prepare electrical diagrams and routing charts. Trade school background is preferred for this position and/or a suitable apprenticeship program.

Category 5: Shop/Stores Inspectors
General functions and knowledge:

Comprising those employees engaged in the inspection of components, parts, units and materials to ensure that they meet Transport Canada/F.A.A. and company standards of airworthiness. Shop/Stores Inspectors would also be involved in N.D.T. duties including magnetic particle inspections and liquid penetrant inspections in order to check for discontinuities or cracks. They may also be used to inspect conformity of manufactured interior components and furnishings. Shop/Stores Inspectors would be required to go through an approved apprenticeship program after which applicable licensing would be required.

GROUP 2: CRAFT TRADE GROUP DESCRIPTIONS

Category 7: Avionics Systems Installers

General functions and knowledge:

Comprising those employees required to perform preliminary assembly work such as attaching mounting plates to equipment and attaching bounded wires by following the drawings. They are involved in the installation of aircraft equipment such as communication receivers, radar equipment and related accessories. More specifically they would fabricate, install interconnecting cables between major units, remote controls and indicating devices. Would have a good knowledge of AC-DC electrical theory and its applications and the ability to read blueprints. Apprentices in this area should have some technical and electrical aptitude but would not necessarily require a trade school diploma.

Category 8: Aircraft Upholsterer

General functions and knowledge:

Comprising those employees required to fabricate and install upholstery and other materials, to install fittings and accessories and to insulate, furnish and decorate aircraft interiors. More specifically, Upholsterers would be able to cut, fit and secure carpeting, cut and sew upholstery cushions and as well install accessories such as seat belts, storage harnesses and be able to lay out and cut patterns. Should have trade school background or a lengthy apprenticeship in order that a good understanding exists of upholstery basics as well as material and equipment, i.e. sewing machines, etc.

Category 9: Aircraft Painters

General functions and knowledge:

Comprising those employees required to prepare and protect surfaces and apply protective and decorative coatings such as primer, enamel, and lacquer paints to aircraft, using a spray gun. More specifically, painters would remove rust and clean and prepare surfaces using a variety of methods including acids, scrapers, emery cloth, sand-paper, solvents and soap and water. If necessary, they would fill dents and seams with patching compound so as to ensure a smooth finish. Other preparation before spraying would include masking parts or sections of the aircraft. Particular skill is required in the painting of speed lines insignias and identifying letters and numbers on the aircraft. Painters should, as a minimum, have an apprenticeship within the automotive or aircraft industry and have a good understanding of the process of mixing paint and the proper operation of a spray gun.

Category 10: Aircraft Cabinet Maker

General functions and knowledge:

Comprising those employees required to construct and repair wood articles used in aircraft interiors following aircraft industry specifications and drawings and using wood working machines and hand tools. More specifically, they would study specifications and map out outlines to be used and match wood grains so as to provide a uniform look throughout the interior. Would also be knowledgeable in the set up of various wood working machines such as power saws, drills, routers, etc. and as well the use of hand tools including chisels, planes, wood files, etc. Shall have a trade school background or lengthy apprenticeship in furniture making.

Category 10a: Aircraft Cabinet Finisher

General functions and knowledge:

Comprising those employees required to finish wood articles used in aircraft interiors. More specifically, must be able to recognize the different types of wood, stains, sealers and varnishes as well as preparation for application. Would also be knowledgeable in preparing the wood for finishing by sanding, staining, varnishing and then polishing the wood.

Category 11: Sheet Metal Mechanic

General functions and knowledge:

Comprising those employees required to fabricate, assemble, install and repair all aircraft sheet metal components or structures using a variety of equipment according to aircraft industry specification. More specifically, dimensions would be outlined according to blue-prints and manufactured using related trade machinery as well various hand and precision tools. Once manufactured, the component would be installed. Sheet Metal Mechanics would as a minimum have related industrial experience and technical school training and it would be an asset if the individual has machining and/or welding background.

Category 11 a): Welder

General functions and knowledge:

Comprising those employees engaged in welding aircraft parts so as to fabricate or repair parts and equipment, using GTAW and/or other welding equipment. More specifically, Welders would clean and adequately repair parts to be welded according to aviation/Transport Canada/F.A.A./military standards. Welders would be able to set up their equipment choosing correct voltage levels, fuel mixtures, proper tips etc. and have the knowledge and ability to weld stainless steel, aluminum, titanium, magnesium and other metals applicable to the aviation industry. Welders would give directions to other workers helping with welding activities. Welders would have a trade school background with a suitable apprenticeship and it would be an asset if they had sheet metal knowledge/background.

Category 11 b): Machinist

General functions and knowledge:

Comprising those employees engaged in the fabrication, repair, overhaul and/or modification of aircraft parts, components and related items; more particularly by machining items to close tolerance and specifications by boring, milling, turning, sawing, precision grinding, planning, threading and reaming, using a wide variety of machinery, precision instruments and hand tools. Machinists would have a trade school background and an appropriate apprenticeship in their trade and it would be an asset if they have sheet metal knowledge/background.'

GROUP 3: ANCILLARY GROUP DESCRIPTIONS

Category 12: Storesman

General functions and knowledge:

Responsible for the efficient operation of the stores area which includes stores, shipping and receiving. Must be familiar with stock location, inventory systems and be capable of processing essential paperwork for parts and raw material put in and taken out of stock. Storesmen must also be familiar with shipping and receiving procedures, must have a good knowledge of aircraft parts and raw materials and be familiar with part books and reference manuals, proper storage methods for parts and a general knowledge about cure-dated products. A knowledge of purchasing methods and systems would be an asset.

Category 13: Chauffeur

General functions and knowledge:

Operates company vehicle and will deliver or pick-up aircraft parts, mail etc... Should be mechanically inclined and would be responsible for ensuring that the vehicle is kept clean and in good mechanical order.

Category 14: Labour

General functions and knowledge:

Comprising those employees engaged in the performance of various labour tasks including the repair and overhaul of ground equipment and general shop equipment maintenance and shop janitorial functions.

APPENDIX “B”
TECHNICAL TRADE GROUP CLASSIFICATIONS

Master Technician

To be classified as a Master Technician, an employee or applicant must have a minimum of ten (10) years of practical aviation experience, trade school or acceptable apprenticeship background and be a holder of an A.M.E. license with one or more applicable endorsements. Promotion to Master Technician is at sole discretion of the Company and shall be based on the outstanding technical knowledge and skill, leadership ability and overall performance.

Journeyman

To be classified as a Journeyman, an employee or an applicant must have a minimum of ten (10) years practical aviation experience, trade school and be a holder of an aircraft type license together with one type equipment endorsement on an aircraft or avionic equipment or engine covered by the Company’s shop approval. Trade school and license requirements may be waived at the Company’s discretion in the following cases:

- a) Where the employee has served a satisfactory apprenticeship with the Company.
- b) In exceptional circumstances where an applicant can demonstrate, by length or relevant experience with an employer or employers acceptable to the Company and a satisfactory completion of the Company trade test he/she has the equivalent technical skills appropriate to the category.

Employees in this classification would be able to perform all the tasks in a superior manner with minimal supervision provided. Persons in this classification should also have the initiative and ability to supervise others.

Technician (4)

To be classified as a Technician (4) an employee/applicant must have at least nine (9) to ten (10) years of practical aviation experience, preferably trade school background and would generally be a holder of an A.M.E. license. Persons in this classification should be able to perform all the required tasks with only general supervision provided. This is the highest classification for a technician who doesn’t hold an A.M.E. license.

Technician (3)

To be classified as a Technician (3) an employee/applicant must have at least eight (8) to nine (9) years practical aviation experience, preferably a trade school background and would generally be the holder of an A.M.E. license. Employees in this classification will be able to perform moderately complex tasks with normal supervision provided.

Technician (2)

To be classified as a Technician (2) an employee/applicant must have at least seven (7) to eight (8) years practical aviation experience, preferably a trade school background, and would generally be a holder of an A.M.E. license. Employees in this classification will be able to perform moderately complex tasks with normal supervision provided.

Technician (1)

To be classified as a Technician (1), an employee/applicant must have at least six (6) to seven (7) years practical aviation experience, preferably trade school background and would generally be a holder of an A.M.E. license. Employees in this classification would be able to perform moderately complex tasks with normal supervision provided.

Junior Technician (4)

To be classified as a Junior Technician (4) an employee/applicant must have at least five (5) to six (6) years of practical experience of which a recognized trade school background could count for eighteen (18) months. Employees in this classification would be able to perform routine tasks with normal supervision.

Junior Technician (3)

To be classified as a Junior Technician (3) an employee/applicant must have at least four (4) to five (5) years of practical aviation experience of which a recognized trade school could count for eighteen (18) months. Employees in this classification would be able to perform routine tasks with normal supervision.

Junior Technician (2)

To be classified as a Junior Technician (2) an employee/applicant must have at least three (3) to four (4) years of practical aviation experience of which a recognized trade school background could count for eighteen (18) months. Employees in this classification would have limited experience and abilities and therefore require close supervision.

Junior Technician (I)

To be classified as a Junior Technician (I), an employee/applicant must have two (2) years of practical aviation experience of which a recognized trade school could count for eighteen (18) months. Employees in this classification would have limited experience and abilities and therefore require close supervision.

**APPENDIX “B”
CRAFT TRADE GROUP CLASSIFICATIONS**

Master Craftsman

To be classified as a Master Craftsman, an employee or applicant must have a minimum of ten (10) years of practical experience, trade school or acceptable apprenticeship background or have passed a Company trade test appropriate to that category. Promotion to Master Craftsman is at sole discretion of the Company and shall be based on the outstanding craft knowledge and skill, leadership ability and overall performance.

Journeyman

To be classified as a Journeyman, an employee/applicant must have at least ten (10) years of experience and preferably trade school background and have passed a company trade test appropriate to that category. Employees in this classification would be able to perform all the tasks in a superior manner with little supervision provided and have the initiative and ability to supervise others.

Craftsman (4)

To be classified as a Craftsman (4) an employee/applicant must have nine (9) to ten (10) years of craft experience and preferably trade school background. Employees in this classification should be able to perform all the required tasks with only general supervision.

Craftsman (3)

To be classified as a Craftsman (3), an employee/applicant must have eight (8) to nine (9) years of craft experience and preferably trade school background. Employees in this classification should be able to perform all the required tasks with only general supervision.

Craftsman (2)

To be classified as a Craftsman (2) an employee/applicant must have seven (7) to eight (8) years of craft experience and preferably trade school background. Employees in this classification should be able to perform moderately complex tasks with normal supervision.

Craftsman (I)

To be classified as a Craftsman (I), an employee/applicant must have six (6) to seven (7) years of craft experience and preferably trade school background. Employees in this classification should be able to perform moderately complex tasks with normal supervision.

Junior Craftsman (4)

To be classified as a Junior Craftsman (4), an employee/applicant must have five (5) to six (6) years craft experience and preferably trade school background. Employees in this classification would be able to perform routine tasks with normal supervision.

Junior Craftsman (3)

To be classified as a Junior Craftsman (3) an employee/applicant must have four (4) to five (5) years of craft experience and preferably trade school background. Employees in this classification will be able to perform routine tasks with normal supervision.

Junior Craftsman (2)

To be classified as a Junior Craftsman (2) an employee/applicant must have three (3) to four (4) years of craft experience. Of this trade school could count for part of the background. Employees in this classification have limited experience and abilities and therefore require close supervision.

Junior Craftsman (I)

To be classified as a Junior Craftsman (I), an employee/applicant must have a minimum of two (2) years craft experience. Of this trade school could count for part of the background. Employees in this classification have limited experience and abilities and therefore require close supervision.

**APPENDIX “B”
ANCILLARY GROUP CLASSIFICATIONS**

Level (3)

Persons in this classification will have strong experience and abilities in their field. They would require little supervision and would generally have the capability to supervise others.

Level (2)

Persons in this classification will have good experience and abilities in their field and would require only general supervision.

Level (1)

Persons in this classification will have limited experience and abilities in their field and would require close supervision.

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APPENDIX "C"
WAGE SCALE A
TECHNICAL TRADE

| <u>Classifications</u> | <u>EFFECTIVE DATES</u> | | | | |
|------------------------|------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | <u>July 1, 1997</u> | <u>November 12, 1998</u> | <u>November 12, 1999</u> | <u>November 12, 2000</u> | <u>November 12, 2001</u> |
| Master-Technician | \$21.87 | \$22.42 | \$22.98 | \$23.78 | \$24.61 |
| Journeyman 4 | \$20.02 | \$20.52 | \$21.04 | \$21.77 | \$22.54 |
| Journeyman 3 | \$18.84 | \$19.31 | \$19.79 | \$20.49 | \$21.20 |
| Journeyman 2 | \$17.67 | \$18.11 | \$18.56 | \$19.21 | \$19.89 |
| Journeyman 1 | \$17.09 | \$17.51 | \$17.95 | \$18.58 | \$19.23 |
| Technician 4 | \$16.67 | \$17.09 | \$17.52 | \$18.13 | \$18.76 |
| Technician 3 | \$16.43 | \$16.84 | \$17.27 | \$17.87 | \$18.50 |
| Technician 2 | \$15.99 | \$16.39 | \$16.80 | \$17.39 | \$17.99 |
| Technician 1 | \$14.91 | \$15.28 | \$15.66 | \$16.21 | \$16.78 |
| Junior Technician 4 | \$13.66 | \$14.01 | \$14.36 | \$14.86 | \$15.38 |
| Junior Technician 3 | \$13.06 | \$13.39 | \$13.72 | \$14.20 | \$14.70 |
| Junior Technician 2 | \$12.12 | \$12.42 | \$12.73 | \$13.18 | \$13.64 |
| Junior Technician 1 | \$11.25 | \$11.53 | \$11.82 | \$12.23 | \$12.66 |

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APPENDIX "C"
WAGE SCALE B
CRAFT TRADE

| <u>Classifications</u> | <u>EFFECTIVE DATES</u> | | | | |
|------------------------|------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | <u>July 1, 1997</u> | <u>November 12, 1998</u> | <u>November 12, 1999</u> | <u>November 12, 2000</u> | <u>November 12, 2001</u> |
| Master Craftsman | \$20.53 | \$21.05 | \$21.57 | \$22.33 | \$23.11 |
| Journeyman 4 | \$19.44 | \$19.93 | \$20.43 | \$21.14 | \$21.88 |
| Journeyman 3 | \$18.26 | \$18.72 | \$19.18 | \$19.86 | \$20.55 |
| Journeyman 2 | \$17.67 | \$18.11 | \$18.56 | \$19.21 | \$19.89 |
| Journeyman 1 | \$16.83 | \$17.25 | \$17.68 | \$18.30 | \$18.94 |
| Craftsman 4 | \$16.54 | \$16.95 | \$17.37 | \$17.98 | \$18.61 |
| Craftsman 3 | \$15.99 | \$16.39 | \$16.80 | \$17.39 | \$17.99 |
| Craftsman 2 | \$15.46 | \$15.85 | \$16.24 | \$16.81 | \$17.40 |
| Craftsman 1 | \$14.91 | \$15.28 | \$15.66 | \$16.21 | \$16.78 |
| Junior Craftsman 4 | \$13.66 | \$14.01 | \$14.36 | \$14.86 | \$15.38 |
| Junior Craftsman 3 | \$13.06 | \$13.39 | \$13.72 | \$14.20 | \$14.70 |
| Junior Craftsman 2 | \$12.12 | \$12.42 | \$12.73 | \$13.18 | \$13.64 |
| Junior Craftsman 1 | \$11.25 | \$11.53 | \$11.82 | \$12.23 | \$12.66 |

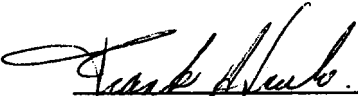
APPENDIX "C"
WAGE SCALE C
ANCILLARY TRADE

| <u>Classifications</u> | <u>EFFECTIVE DATES</u> | | | | |
|------------------------|------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <u>Level 3</u> | <u>July 1, 1997</u> | <u>November 12, 1998</u> | <u>November 12, 1999</u> | <u>November 12, 2000</u> | <u>November 12, 2001</u> |
| AA | \$15.74 | \$16.13 | \$16.54 | \$17.11 | \$17.71 |
| A | \$14.91 | \$15.28 | \$15.66 | \$16.21 | \$16.78 |
| B | \$14.29 | \$14.64 | \$15.01 | \$15.53 | \$16.08 |
| C | \$13.66 | \$14.01 | \$14.36 | \$14.86 | \$15.38 |
| <u>Level 2</u> | | | | | |
| A | \$13.04 | \$13.37 | \$13.70 | \$14.18 | \$14.68 |
| B | \$12.42 | \$12.73 | \$13.05 | \$13.50 | \$13.98 |
| C | \$11.81 | \$12.10 | \$12.40 | \$12.84 | \$13.29 |
| <u>Level 1</u> | | | | | |
| A | \$10.56 | \$10.83 | \$11.10 | \$11.48 | \$11.89 |
| B | \$ 9.95 | \$10.20 | \$10.45 | \$10.82 | \$11.20 |
| C | \$ 9.32 | \$ 9.55 | \$ 9.79 | \$10.13 | \$10.49 |

**LETTER OF UNDERSTANDING
BETWEEN
BOMBARDIER COMPLETION CENTRE INC.
AND
THE EMPLOYEES ASSOCIATION**

Employee Assistance Program

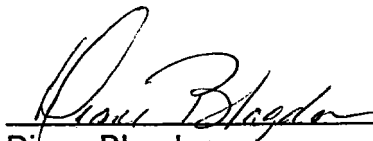
The Company agrees to formalize the employees assistance program and to publicize it. The program will be discussed with the Employee's Association prior to implementation.



Frank Scerbo
President - Employee's Association

9/7/11/25

Date



Diane Blagdon
Supervisor - Human Resources


9/7/11/25

Date

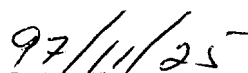
LETTER OF UNDERSTANDING
BETWEEN
BOMBARDIER COMPLETION CENTRE INC.
AND
THE EMPLOYEES ASSOCIATION

Outsourcing


The Company and the Employee's Association agree that they will meet to discuss ways to minimize the impact of sub-contracting.




Frank Scerbo
President - Employee's Association



Date



Diane Blagdon
Supervisor - Human Resources

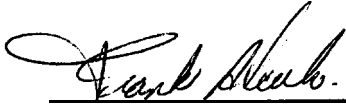


Date

**LETTER OF UNDERSTANDING
BETWEEN
BOMBARDIER COMPLETION CENTRE INC.
AND
THE EMPLOYEES ASSOCIATION**

Technological change

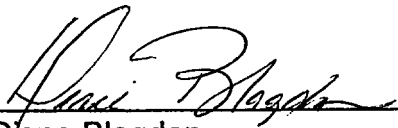
The Company and the Employee's Association agree that an employee affected by a technological change shall be reaffected to another available position, provided this employee may be trained within three (3) months.



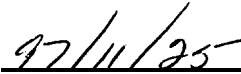
Frank Scerbo
President - Employee's Association



Date



Diane Blagdon
Supervisor - Human Resources



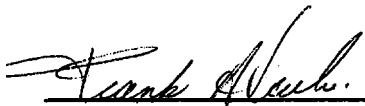
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**LETTER OF UNDERSTANDING
BETWEEN
BOMBARDIER COMPLETION CENTRE INC.
AND
THE EMPLOYEES ASSOCIATION**

It is understood that if the inflation rate in the Montreal region during the fourth year of the Agreement, being November 12, 2000 to November 11, 2001, exceeds 4%, the Association shall advise the Company of its wish to review the salary increases effective November 2000.

The Association will advise the Company of its wish to proceed with this review no later than thirty (30) calendar days following the publication relevant data by Statistics Canada.


Failing to reach a mutual agreement, the parties agree to submit the dispute to an arbitrator in order to adjust the salaries in accordance with the intentions of both parties.



Frank Scerbo
President - Employee's Association

97/11/25

Date



Diane Blagdon
Supervisor - Human Resources

97/11/25

Date