

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**De Havilland Parts & Aerostructures  
(DHPA).**

located at Unit 125, 4300 –  
26 Street NE Calgary,  
Alberta

(Hereinafter called “**the Company**”)

- and -

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS**

Local 2583 Calgary, Alberta

(Hereinafter called “**the Union**”)



**APRIL 22, 2025, to APRIL 21, 2030**

Ratified **August 27, 2025**



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## **DEFINITIONS**

**EMPLOYEE/EMPLOYEES:**

Only such persons as are included in the bargaining unit. Whenever the context admits of such extension, the masculine gender shall include both sexes.

**FULL WORKING DAY:**

For the purpose of this Agreement, shall be construed to mean twenty-four (24) hours from the originating time, excluding Saturdays, Sundays and General Holidays.

**PERMANENT EMPLOYEE:**

An employee who has been hired for a permanent position and has successfully completed the probationary period as per Clause 7.03.

**PROBATIONARY EMPLOYEE:**

An employee who has been hired for a permanent position and who has not completed the probationary period as per Clause 7.03.

**REGULAR PART-TIME EMPLOYEE:**

An employee who has been hired to carry out work covered by this Agreement where it is intended that the hours of employment will not exceed twenty-four and three quarters (24.75) hours per week. These employees would be probationary until they have completed a six (6)-month probationary period. (Refer to Schedule B, Item E.)

**TEMPORARY FULL-TIME EMPLOYEE:**

An employee who is employed for short-term emergency situations or to fill in during vacations as the need arises. These employees are subject to the terms of Clause 7.03 and do not accrue any seniority or receive any of the benefits contained in articles 16, 17 or 18 other than those which are required by Labour Canada. (Refer to Schedule B, Item E.)



## **Article 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to promote harmonious relations between the Company and the employees; encourage safety; promote the morale of all employees through procedures for the fair and peaceful resolution of grievances and disputes; to provide a means for continuing dialogue between the Company and the Union that has the mutual objective of resolving differences and matters of concern to either party and to promote a shared commitment to effective and efficient operation in the interest of both parties.

## **Article 2 – UNION RECOGNITION**

### 2.01

- (a) The Company recognizes the Union Business Representative and/or Executive Members as the sole bargaining agent for all the employees of De Havilland Parts & Aerostructures (DHPA) excluding all engineering employees, office employees (including those in the Stores department employed as office and customs clerks), librarians, sales staff and those employed above the rank of lead hand.
- (b) Contract workers will not be utilized on-site to engage in work normally performed by employees covered under this Collective Agreement when employees in the specific trade are on layoff.
- (c) All positions will be posted as per Articles 14.04, 14.05 and 14.06 and the company will endeavour to fill all positions internally or externally before a contractor is brought in house until such time as the position can be filled.

- 2.02 The Company acknowledges that “lead hands” are covered by this Agreement as their normal duties include work normally done by members of the bargaining unit, as well as supervisory duties.

- 2.03 An employee designated by the term manager in this Agreement is excluded from the bargaining unit since such employees’ prime functions involve the performance of management or managerial duties. It is agreed that the work normally done by members of the bargaining unit shall not be done by these managers or other non-bargaining unit employees except for:

- (a) training purposes (when bargaining unit employees are not qualified);
- (b) exceptional circumstances such as work of a development, scientific or experimental nature, prior to the awarding of a production contract;
- (c) in cases of unforeseen operating emergency of a short duration when bargaining unit employees decline overtime or are not available to perform such work, and then only until such time as a member of the bargaining unit can be placed on the job and in consultation with the Union Chief Shop Steward.

- 2.04 The parties agree that an employee shall have the right to enjoy his employment free of discrimination by either the Company or the Union by reason of gender, race, colour, nationality, religious or political affiliation, and membership or non-membership in any labour organization.

- 2.05 During the term of this Agreement the Company will deduct monthly Union membership dues from the wages of each employee who furnishes the Company with a signed authorization directing that such deductions be made. The Company shall remit to the financial secretary of the Lodge a total of all amounts so deducted by the end of the month in which they are deducted. The Company will, at the same time, forward to the financial secretary of the Lodge a list of all employees from whose wages such deductions have been made. The Company agrees to change the amount of monthly Union dues to be deducted upon receipt of notification in writing from the Union that such change has been authorized by a majority vote of the Union.

- 2.06 Union Dues - The Company will deduct monthly Union dues from the wages of all employees covered by this Agreement.
- (a) For new employees (including regular part-time and temporary full-time) it is agreed that this deduction will commence on the first pay date of the month following a minimum of ninety (90) calendar days' employment.
  - (b) For employees recalled from layoff it is agreed the deduction will commence on the first pay date of the month following a minimum of thirty (30) calendar days' employment after recall.
  - (c) For each Contractor utilized by the Company for a period longer than two (2) consecutive weeks, the Company agrees to pay, in the form of work permit fees, four (4) times the highest hourly rate in the Contractor's job classification payable on a monthly basis to the Union. Additionally, the Company agrees to post an equivalent amount of job openings as there are Contractors retained by the Company in that same classification.

2.07 The Company agrees to deduct special assessments, excluding fines and penalties, made by the Union in respect to Union members on receipt of notification in writing from the Union that such assessment has been authorized by a majority vote of the Union. The Company further agrees to deduct initiation/reinstatement fees from the wages of employees who furnish the Company with a signed authorization.

2.08 In consideration of the deducting and forwarding of Union dues and initiation/reinstatement fees by the Company, the Union agrees to indemnify and save the Company harmless against any claim or liability arising out of or resulting from the operation of this Article.

The Company's liability to the Union for any and all amounts deducted pursuant to this Agreement shall terminate at the time it remits the amount payable to the Union.

2.09 No Union dues will be deducted from an employee who is off due to an accident, sickness or is on leave of absence for a period in excess of one (1) month. The deduction of dues is to recommence on such employee's return to work.

2.10 No meeting of the Union for any purpose shall be held on the Company premises except with the written permission of the Company or in accordance with the terms of this Agreement. Such requests will not be unreasonably withheld.

2.11 Union Meetings - No Union activities shall take place on the Company's premises on the part of any employee during his working hours or at any place on Company time (save as expressly authorized by this Agreement) or in such manner or place or at such time as may interfere with or distract or divert any other employee during their working hours or on Company time.

2.12 The Union shall not distribute or exhibit or cause to be distributed or exhibited any handbills, pamphlets, Union publications or the like on Company premises unless permitted by the Company.

It is also agreed that the Union shall not distribute or exhibit or cause to be distributed or exhibited on Company premises any buttons where the slogans depicted could convey antagonistic or controversial messages to customers of the Company.

2.13 In conjunction with the Company's orientation of new employees, a Union Shop Steward will be introduced to the new Employee(s) and will be permitted a fifteen (15)-minute orientation period. The Union representative's time for this purpose will be paid by the Company.

### **Article 3 – MANAGEMENT’S RIGHTS**

- 3.01 Subject to the terms of this Collective Agreement, the Union recognizes that it is the exclusive right of the Company to direct the working forces, maintain order, discipline and efficiency and to hire, promote, demote, transfer, lay off, suspend or discharge employees for just cause. The Company may make, enforce and alter from time to time, rules and regulations to be observed by the employees.
- 3.02 The Union also recognizes that the Company has the exclusive right to manage, operate, expand or curtail its operations and without restricting the generality of the foregoing, to determine the number and location of plants, the products to be manufactured, methods of manufacturing, methods of overhaul, schedules of production, and kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products, and the control of material and parts to be incorporated in the products produced.

### **Article 4 – HOURS OF WORK**

- 4.01 (1)
- (a) The regular work week for all shops shall be thirty-nine and one half (39½) hours divided into four consecutive days of eight and one quarter (8¼) hours and one (1) day of six and one half (6½) hours, Monday to Friday inclusive, followed by two (2) consecutive days off.
  - (b) The Company can implement a voluntary shift of 39.5 hours per week to be worked as follows.  
Monday to Thursday of three 10-hour days and one 9.5 hour day and Tuesday to Friday three 10 hour days and one 9.5 hour day.
- (2) Management and employees may mutually agree on alternate shifts that meet customer and schedule requirements. Prior to initiating any changes, the area Shop Steward and/or the Negotiating Committee will be part of the decision-making process. Agreements surrounding alternate shifts will be in writing and will be signed by the affected employees prior to implementation. Employees unable to work the alternate shift will be accommodated by the Company. In the event there is a lack of response to the alternate shift, the Company maintains the right to appoint employees to the shift, subject to skill and project requirements.
- (3) Should an employee be required by the Company to work beyond the sixth (6th) hour of work without a lunch period, he will either be paid the appropriate overtime rate for such period or be allowed to leave work one half (½) hour early. This option will be at the discretion of the employee, but with immediate notice to his manager.
- (4) The normal hours of shifts for all employees shall commence as follows:
- Day Shift between 06:00 and 09:00
  - Evening Shift between 14:00 and 18:00
- The Company will pay a shift premium as per Schedule A-1, A-2 and A-3.
- (5) The Company acknowledges that subject to the terms of this Agreement, employees are entitled to full pay for their scheduled shifts, except in circumstances beyond the control of the Company, such as power failure, flood or fire, and in such circumstances, employees will receive regular pay up to such time as they are advised that operations are ceasing within the affected department or location.
- 4.02 The Company may place any operation, machine, department, or the whole plant on a multi-shift basis. It is agreed that in cases where multiple shifts are operating as per Clause 4.01 (1), shifts shall rotate every two (2) weeks to four (4) weeks, and employees involved in the multiple shift

operations shall participate as equally as practicable in shift rotation.

Changes of shift outside of regular hours of work in any week shall require a minimum twenty-four (24)-hour time lapse between the start of an employee's last assigned shift to the commencement of his new assigned shift, except with the agreement of the employee concerned.

Employees shall have at least five (5) working days' notice of shift changes. In cases where five (5) working days' notice has not been given, the employee has the right to decline the shift change. This right of denial would not apply in cases where another employee, after being assigned subsequently advises he cannot, due to extenuating circumstances, work on such shift and where it is not possible to then give five (5) days' notice.

- 4.03 Employees will be entitled to two (2) paid fifteen (15) minute coffee breaks and one (1) unpaid thirty (30) minute lunch break for a standard eight and one quarter (8.25) or ten (10) hour shift and entitled to one (1) unpaid thirty-minute lunch break and one paid fifteen (15) minute coffee break for a six and one-half (6.5) hour shift.
- 4.04 All employees shall be allowed the last ten (10) minutes of each shift for the purpose of securing personal and Company tools, straightening up their area, shift handover, and washing. This time is not to be abused.
- 4.05 Employees appointed from time to time by the Company as lead hands will be paid a premium as per Schedule A1, A-2, A-3, A-4 and A-5. This premium will be paid for a minimum of the entire shift for the workday once the employee has been appointed as a lead hand. Permanent lead-hand positions will be posted (including the complete job description) and a copy of all postings will be forwarded to the Union office.

4.06 **Weekend Worker Schedule**

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

The intent of this shift is to maximize capacity in the factory. The Company will fill capacities on existing shifts, as outlined in Article 4.01 (1), prior to launching the "Weekend Worker Schedule".

- (a) In the initial implementation of the Weekend Worker Schedule in an area where it is being introduced, the positions will first be offered to Employees in the appropriate classifications on a voluntary/seniority basis within the Work Centre itself, dispatch group, and the plant, in that order.
- (b) If all positions are not filled voluntarily and additional employees are required in that area, the Company has the discretion to fill the required positions based on seniority, starting with the most junior employee in the classification; this will be based on appropriate skillset, ability, and project requirements.
- (c) The utilization of the Weekend Worker Schedule will be jointly reviewed by the Bargaining Unit and the Company at least once every six months.

(1) Hours of Work:

12-hour shift on either Friday or Monday  
2 x 15-minute paid breaks  
1 x 30-minute paid lunch break

12-hour shifts on Saturday and Sunday

3 x 10-minute paid breaks  
1 x 30-minute paid lunch break

(2) Shift Schedule Options:

Shift 1: Friday Day Shift, Saturday Day Shift, Sunday Day  
Shift 2: Saturday Day Shift, Sunday Day Shift, Monday Day  
Shift 3: Friday Second Shift, Saturday Second Shift, Sunday Second Shift  
Shift 4: Saturday Day Shift, Sunday Day Shift, Monday Second Shift

(3) Shift Times:

(a) Day Shift:

Saturday 6:00am to 6:00pm  
Sunday 6:00am to 6:00pm  
Monday/Friday 6:00am to 6:00pm

(b) Second Shift:

Saturday 5:45pm to 5:45am  
Sunday 5:45pm to 5:45am  
Monday/Friday 5:45pm to 5:45am

(4) Pay:

39.5 Hours pay for 34.5 Hours worked.  
Shift premiums will apply as per the Collective Agreement.

(5) Vacation & Vacation Pay:

One (1) Weekend Worker Schedule (34.5 Hours) to equal one (1) weeks' vacation (39.5 Hours).

(6) Sick Pay:

One (1) Weekend Worker Schedule (34.5 Hours) to equal (39.5 Hours) of sick pay.

**Article 5 – OVERTIME**

5.01 Employees will be compensated for overtime worked as follows:

- (a) All hours more than the scheduled regular shift shall be paid at time and one half the regular rate of pay for the first four (4) hours and double time thereafter.
- (b) Authorized overtime on scheduled days off will be paid as follows:
  1. Any work performed on days of rest: The first eight (8) hours worked will be paid at time and one half (1.5x), any work performed after eight (8) hours of work will be paid at double time (2x), provided the employee has worked thirty-nine and one half (39.5) regular shift hours in that work week.
  2. Acceptable exceptions for lost hours during the week:
    - WCB
    - General Holidays
    - Short Term Disability Leave in accordance with Article 18.06 (b).

- Annual vacation
  - Pre-approved Sick/Family Days used
  - Pre-approved Union business
  - If the 39.5-hour requirement is not possible due to compliance with Article 5.06
  - Approved bank hours
  - Bereavement leave.
  - Emergency dental appointments supported by a note from the dentist.
- (c) Authorized time worked on general holidays-(excluding vacation days) as set forth in Article 15, shall be paid for at the rate of double time, in addition to pay for the holiday.
- (d) Contract workers will not be used to deny overtime assignments that are normally performed by employees.
- (e) In assigning overtime work, the Company's primary objective is to ensure the quality of the workmanship and, toward that end, to avoid any interruption of accepted procedures, consistency, and continuity. Subject to this requirement, overtime will be distributed equitably among employees within the occupational classification and grade level.
- (f) Employees who, with Company permission but at their own option, through mutual employee agreement exchange with or work another employee's shift, do so on the understanding that all regular scheduled hours of that shift are paid without overtime premiums.

5.02 Overtime or premium rates are applicable and calculated based on straight time rates only, excluding any combination of additional premiums.

5.03 Two (2) hours' notice of overtime will be given prior to the end of a regular scheduled shift when overtime is to be worked. Failure of the Company to do so will result in an extra hour's overtime pay in addition to the actual overtime worked.

On occasions where production deadlines must be achieved and the employee has been advised of such deadlines by his manager, or where unforeseen circumstances arise within the last two (2) hours of the scheduled shift, the two (2) hours' notice for overtime shall be waived.

Due to the nature of the Company's operations, and the consequent requirement for overtime to be worked, the employees agree to maintain a responsible approach to necessary overtime.

5.04 An employee who has been required to work prior to his normal hours of shift as defined in Clause 4.1 will be permitted to cease work after completion of the applicable hours (regular shift) worked.

5.05 Time Bank - Refer also to Clause 13.01 (f). Overtime can, at the discretion of the employee but with immediate notice of the employee's option to his manager, be banked at the rate at which it was earned for a maximum total at any one time of seventy-nine (79) hours.

Approved time bank usage can be taken in full or partial days/hours. Time bank used will be paid at the rate it was earned utilizing the oldest earned time first. It is understood that production requirements may not allow for the granting of time bank usage and it is further understood that all time off granted must be agreed to by the Company.

The Company will print a running total on the bi-weekly pay stubs for each employee with unused banked time. Any employee who fails to raise objections to his statement within fourteen (14) calendar days of the statement being issued shall be considered to have confirmed the hours and earnings banked as per the statement. Such objections must be confined to errors or changes occurring subsequent to the issuing of the immediately preceding statement. Employees absent on the issuing date of such statements shall have fourteen (14) calendar days to respond following

their return to work.

The employee may request to withdraw a portion or all of his banked time provided that he submits a written application to the Payroll Department at least one (1) week prior to the next regular pay date. This payment will be included in the regular bi-weekly pay cheque.

Employees may elect to carry over up to 24.75 hours of authorized banked time annually. Any hours exceeding this limit must be paid out by April 22 each year, starting in April 2026.

The time bank is not available to probationary or part-time employees.

In order to avoid a layoff in a classification and commencing with the most junior employee, employees will be directed by the Company to use any banked time over thirty-nine and one-half (39.5) hours in their time bank.

- 5.06 The Company normally requires that employees take a ten (10)-hour rest period between shifts. Where an employee works his regular shift and a minimum of five (5) hours overtime on such shift or works a minimum of five (5) hours on his scheduled day off, straight time will be paid for the applicable hours not worked on his subsequent shift. An employee taking advantage of this entitlement shall not be penalized for any subsequent overtime worked during such a work week.

In the event that the employee opts NOT to take the entitlement and voluntarily commences work before there is a lapse of ten (10) hours before the start of his next shift, the employee will be paid at straight time.

If the Company requires the employee to commence work before there is a lapse of ten (10) hours before the start of his next scheduled shift, and the employee accepts, the employee will be paid at the applicable overtime rate (or he can choose to bank the equivalent time) until such time as ten (10) hours have elapsed from the end of his previous work period.

- 5.07 The Company will comply with the Canada Labour Code requirements as they relate to employee working hours.

#### **Article 6 – CALL OUT**

- 6.01 An employee who, after having left the plant upon completion of his last regular shift or assignment, is recalled shall be paid the greater of three (3) hours call out at regular rate, or actual time worked at his overtime rate, and shall be allowed to return home on completion of the job for which the recall was made.
- 6.02 When an employee is requested to return to work at a specified time, in addition to his regularly scheduled shift, on instructions given by the Company before he leaves the plant premises, he shall be paid the greater of three (3) hours at his overtime rate or actual time worked at his overtime rate.
- 6.03 Where an employee is advised of a work requirement during his annual vacation, he may agree to work the hours required by the Company at straight time wages and premiums, if applicable, for his scheduled shift after which overtime in accordance with Article 5 shall apply, providing the time so worked is not construed as part of the employee's annual vacation.

#### **Article 7 – SENIORITY**

- 7.01 Seniority shall be determined on the following basis:

- (a) Company Seniority shall be the employee's length of service with the Company and commencing with the date of hire and shall govern:

1. vacation entitlement and preference as outlined under Article 16,
  2. benefits as outlined under Article 18,
  3. eligibility to grievance procedure as outlined under Article 10.
- (b) Occupational Classification Seniority shall be the length of service within each occupational classification.
- (c) Service Seniority Credits shall be earned by granting two (2) credits of Company Seniority and one (1) credit of Occupational Classification Seniority for each calendar month or part thereof. The Service Seniority Credits so accumulated shall be used to govern:
1. layoff and recall as per Article 8,
  2. job postings as per Article 14.

Employees on unpaid leaves or unpaid absences (other than sickness, Workers Compensation, Union business, layoffs or leave as per labour code) will have their seniority frozen following 15 consecutive days of such leave.

New occupational classifications or amended occupational classifications may be added to the existing list by the Company. Revised or new occupational classifications and rate of pay therefore shall be subject to the Union's agreement.

Seniority of employees covered by this Agreement shall be governed by the Definitions section and the rules set out under Clause 7.03 for permanent and probationary employees.

In the event of two (2) or more employees having equal Service Seniority Credits within an occupational classification, the employee with the most Company Seniority would be considered to be the most senior. In the event of two (2) or more employees having both equal Service Seniority Credits and Company Seniority, the Chief Shop Steward will arrange and supervise a random draw between the employees affected to determine their order of seniority. The Personnel Department will be advised immediately, in writing, the results of such draw.

- 7.02 Transfers - An employee transferring from one occupational classification into another shall hold and continue to accumulate his Occupational Classification Seniority in the previous occupational classification until he has been in the new occupational classification for sixty (60) calendar days, at which time he will commence to accumulate Occupational Classification Seniority in the new classification and he will receive a retroactive credit for the first sixty (60) days to be applied only in the new occupational classification. Should the transfer occur at the midpoint of a month or later, that full month's Occupational Classification Seniority Credit will accrue to the new department.

The employee so transferred shall retain, but not accrue, Occupational Classification Seniority within the occupational classification to which he was previously assigned.

- 7.03 A new employee shall be on probation until he has worked for the Company for a total of three (3) months. During such probationary period he shall not be entitled to the grievance procedure for layoff or termination, and he may be terminated at any time.
- 7.04 If an employee transfers to a position outside of the bargaining unit, seniority shall be maintained but not accumulated for six (6) months. After six (6) months all Union seniority will be lost. Any movement back to the bargaining unit must be done on an active posting.
- 7.05 Seniority and employment shall be terminated when an employee:

- (a) resigns, or

- (b) is discharged for cause (unless the discharge is reversed in the grievance or arbitration procedure), or
- (c) fails to report absence to his manager or the Personnel Department within two (2) working days unless communication is impossible (the employee is expected to call his manager within one (1) hour of the start of his shift), or
- (d) has been laid off and not recalled to work for a period equal to his Occupational Classification Seniority in the occupational classification from which he was laid off or a maximum period of eight (8) months, or
- (e) fails to obtain written leave of absence or return to work at the termination of a leave of absence, except with the written consent of the Company, or
- (f) following layoff recall, subject to the terms of clauses 8.03, 8.04 and 8.06, fails to accept recall within three (3) full working days after being recalled to work, by the Priority Post mailing or hand delivery to him of a notice at the last address appearing on the office records, or
- (g) following layoff recall, subject to the terms of clauses 8.03, 8.04 and 8.06, fails to report to work within five (5) full working days after being recalled to work, by the Priority Post mailing or hand delivery to him of a notice at the last address appearing on the office records, or
- (h) fails to report for work at the end of a Workers Compensation absence without suitable medical evidence.

7.06 The Company shall prepare and furnish to the Chief Shop Steward one (1) copy of the seniority list which shall indicate each employee's Service Seniority Credits within each occupational classification as well as the date on which he began service with the Company. The Union shall post such lists on the bulletin boards. The seniority lists will be kept open for a period of fourteen (14) calendar days and updated and posted every January, April, July and October.

**Article 8 – LAYOFF AND RECALL**

8.01 (a) On the occasion of a reduction in personnel, layoffs will be in reverse order of seniority within each affected occupational classification.

Employees who at the time of layoff are absent due to illness, Workers Compensation, Apprenticeship training while in school, Paternity/Maternity leave in accordance with the Canada Labour Code or partial assignment for military service, would have their layoff deferred and a more senior employee could be laid off until the absent employee on layoff returns to work.

(b) During a layoff situation, employees may request a voluntary lay off outside of the normal seniority order. Employees on voluntary lay off will be recalled in order of seniority. The voluntary lay off may specify a fixed term for when the employee will be recalled if this is requested by the employee at time of lay off. An employee on a fixed term recall may be recalled before the term expires if all employees on lay off in this classification have been recalled.

8.02 In the event of layoff, the employees that are declared redundant will be given:

- (a) two (2) weeks written notice, or two (2) weeks' pay in lieu thereof; or
- (b) three (3) full working days written notice, or three (3) days' pay in lieu thereof if the Company advises the employee that the layoff will not be for more than six (6) months from the date of

layoff. (If the employee is not recalled, the balance of notice will be paid at the end of six (6) months, or at expiry of seniority if sooner.)

The Company agrees that in actioning (a) and (b) above, except for the illness and Workers Compensation provisions or vacation absence, it will not create a situation where a more junior employee remains working on the job beyond the period of time of an employee with more seniority in the same occupational classification.

The Chief Shop Steward will be notified of any employees declared redundant. He will receive notice of the number and names of those employees affected on the same day such notice was given to the affected employees.

- 8.03 Each employee who is laid off will keep the Company informed of his current address and telephone numbers, failing which the Company will not be responsible if notice of recall fails to reach such employee. Should an employee anticipate to be absent from their address on file for any period of time, they should advise the Company Personnel Department as to how they may be contacted for purposes of recall to work.

The Company will endeavor to reach such employees by telephone, and by Priority Post in all cases except when recall has been accepted by telephone. Should a recall be accepted by telephone and the employee returns to work, a hand delivered letter at work will be acceptable. Hand delivered letters to the employee or occupant at the address on file are acknowledged as substitutes for Priority Post letters. The "Confirmation of Hand Delivered Letter" form will be copied to the Chief Shop Steward following delivery.

All time periods commence one (1) day after Priority Post letters are mailed or a hand delivered letter is presented to the occupant, or on the same day as a hand delivered letter is presented to the employee. Should the employee fail to report as confirmed in the telephone call, the Company will take action in the written procedures of recall as outlined.

- 8.04 Each employee who is laid off will continue to accrue seniority in accordance with Article 7 for the lesser of eight (8) months or his seniority, subject to Clause 8.06. If, due to health reasons, confirmed at the time in writing by a qualified physician, an employee on layoff is unable to return to work within the required five (5) working days of recall, he will remain on layoff, his recall rights will be extended for the period of time from recall until he is deemed fit for work, and he will be given first chance on any subsequent recalls in his occupational classification, unless his recall rights have expired. The Company may proceed to recall the next eligible employee or, if not available, hire a replacement. Should an employee fail to respond due to circumstances beyond his control, the employee would remain eligible for recall but be unable to displace the more junior employee.
- 8.05 On the occasion of an increase in personnel, the Company will recall employees in order of seniority as work becomes available in their occupational classification.
- 8.06 In the event of the recall of a laid off employee, where the Company is unable to guarantee work of at least thirty (30) calendar days of continuous employment, the employee may decline a temporary recall and the employee's seniority will continue to accrue. The employee would remain on the seniority list until the next recall for which he is eligible in his occupational classification or the expiration of his recall rights. Should the employee decline the recall in situations where the Company cannot guarantee work of at least thirty (30) calendar days, the Company shall attempt to recall the next most senior employee in the occupational classification affected, and so on.

Should the Company fail to achieve a recall in the above manner, the most junior employee within the occupational classification affected will be advised that should he fail to return to work it will result in his name being dropped from the seniority list. Then in reverse order of seniority the same would occur to other laid off employees who refuse the recall. Should no employee accept the

recall, the Company may hire a replacement.

In the event the position is filled by an employee with less seniority than another employee on layoff, the recalled employee may be kept on for the duration of the work requirement which, with the permission of the Chief Shop Steward, could exceed the originally indicated time period. Such permission shall not be unreasonably withheld.

Where, on a recall, the Company has guaranteed continuous employment of thirty (30) calendar days duration and that commitment is not achieved by the Company, the employee will be paid the difference between the actual days worked and the balance of working days available within the period of the guarantee.

- 8.07 Former employees rehired after expiration of recall rights shall be considered new employees without seniority.
- 8.08 Where an employee with a minimum of at least twelve (12) consecutive months of continuous service with the Company has been laid off and not recalled prior to the expiration of his recall rights, he shall be paid two (2) weeks' severance pay for each complete year of continuous service. Where an employee has been paid severance pay and he is subsequently recalled prior to the expiration of his recall rights, it is agreed that should there be a further layoff or termination of employment, the Company would not be required to pay future severance pay for that period for which he has already received severance compensation.
- 8.09 An employee being laid off may "bump" into another occupational classification provided he has Occupational Classification Seniority in the other occupational classification and that his Service Credits are greater than that of the most junior employee within that occupational classification. Recall to the occupational classification from which the employee was laid off shall be in order of seniority.

Employees exercising their right to "bump" must do so by notice to the Personnel Department and the Chief Shop Steward within two (2) full working days of receiving the notice of layoff from the Company.

Employees "bumping" into an occupational classification will be re-graded to the grade at which they held prior to transferring from that occupational classification, provided they have not been out of that occupational classification for more than eight (8) months, in which case a lower grade level may be assigned and will be subject to an evaluation period of sixty (60) days. The employee will have the option to either accept the lower grade level or withdraw his request to "bump".

- 8.10 When the Company offers positions in other occupational classifications to employees on layoff in their present classification, the following would apply:
- (a) The employee would be required to fulfil a three (3)-month evaluation period as respects his work capability in the new classification.
  - (b) He would be entitled to the grievance procedure during the evaluation period, except in situations where he has either been returned to layoff status in his previous occupational classification or, should his layoff seniority expire, be dismissed because of a decision that he is unable to handle the new occupational classification duties.
  - (c) The employee would be permitted to remain in his new occupational classification, without transfer, for a period not to exceed the expiry of his seniority in the occupational classification from which he was laid off.

It must be noted that the new employment is not deemed to be a recall.

At any time after three (3) months, the employee may choose, in writing, to transfer. Until that time, he retains full recall rights as respects his layoff status in his previous classification, until its expiry.

After three (3) months the employee must make an immediate decision whether to transfer if any of the following situations occur:

1. The employee is recalled to his previous classification,
2. His seniority is about to expire in his previous classification,
3. A layoff to any employee in the same classification is about to occur in his new occupational classification.

On the last day before expiry of his seniority in the previous occupational classification, or earlier if actioned by the employee, a transfer would occur. Subject to Clause 8.06, full company seniority including that for the layoff, evaluation and work period in the new classification would apply to the new occupational classification; occupational classification seniority for the layoff period would be applicable in the previous occupational classification, but not in the new occupational classification. The three (3)-month evaluation period and any time worked thereafter would apply to occupational classification seniority in the new category.

The employee's name would then be removed from layoff status and a transfer would be official as per the terms of the Collective Agreement.

- 8.11 When the Company offers a position in another occupational classification to an employee on layoff in his present classification and the employee accepts and should the employee's seniority rights expire in his previous occupational classification before he can achieve three (3) months in his new occupational classification in order to elect a transfer, the following would apply:
- (a) The probationary period will continue to be three (3) months as respects his work capability in the new classification.
  - (b) He would be entitled to the grievance procedure during the probationary period, except in situations where he has either been returned to layoff status in his previous occupational classification or, should his layoff seniority expire, be dismissed because of a decision that he is unable to handle the new occupational classification duties.
  - (c) Benefits and entitlements during employment in the new occupational classification would apply as follows:
    1. He would receive all benefits and entitlements he had earned in his previous occupational classification until his seniority in that classification expires.
    2. Upon expiry of his seniority in his previous occupational classification, he will continue to receive the life insurance, Alberta Health Care Insurance, Extended Health Care, Dental and Optical Care coverage (if he had previously subscribed), and optional life insurance coverage (if he had previously subscribed). Vacation entitlements would commence from start date in the new occupational classification.

The employee's company seniority and new occupational seniority will both commence from when he started in the new occupational classification. (He will not continue to accrue the company seniority and occupational seniority he had previously, nor will previous company seniority or occupational seniority or vacation entitlements any longer be in effect.)

- 8.12 In referring to clauses 8.10 and 8.11, the employee hired into the new position will be paid at a rate commensurate with his experience and capability in the new

classification.

- 8.13 President and Chief Steward Seniority - The President and the Chief Steward of the Union Local shall have the highest rank in their respective occupational classifications with respect to layoff, and shall be retained in employment in their respective classifications regardless of seniority so long as there is work available which they are competent to perform. Eligibility for highest rank shall commence on the date of proper notification by the Local Lodge following his election to one of the aforementioned positions, and such rank status shall continue only so long as the position is held.

### **Article 9 – DISMISSAL AND DISCIPLINARY ACTION**

- 9.01 All discipline must be assessed in the presence of a Shop Steward, when available on Company premises, and, without limiting the extent of disciplinary action, will consist of either a verbal warning, a written warning, a written final warning, suspension, or discharge, depending on the severity and type of infraction. If a Shop Steward is unavailable when discipline is to be administered, it is agreed that he will be notified as soon as possible thereafter of such action with copies of all relative warnings or disciplinary notices. It is an employee's right to have a Shop Steward present when discipline is to be administered.
- 9.02 A claim by an employee that he has been discharged or suspended without just cause, shall be treated as a grievance, and a written statement of such grievance, signed by the employee, must be lodged with the Company in the third (3<sup>rd</sup>) stage of the grievance procedure within five (5) full working days immediately following the date of notification to the Union of the discharge or suspension and the case shall be disposed of within six (6) full working days after the filing of the grievance except where such case goes to arbitration.
- 9.03 In the event of an employee being suspended or discharged, the Company shall notify the employee concerned and the Union Shop Steward forthwith in writing, indicating the reason or reasons for the said suspension or discharge. Such an employee will have the right to see his Shop Steward prior to leaving the Company's premises.

Should an employee present a security risk or an immediate safety hazard to the facilities or persons and where a Shop Steward is not available on the Company's premises, a suspension or discharge may be verbally administered immediately, with a follow-up written advice delivered to the employee at his address on file and the Shop Steward within one (1) regular working day (Monday to Friday).

- 9.04 Dismissal or disciplinary grievances may be settled:
- (a) by confirming the management's action, or
  - (b) by reinstating the employee with full compensation for time lost, or
  - (c) by another arrangement which is just and equitable in the opinion of the parties or a Board of Arbitration/arbitrator.
- 9.05 Employees are requested to inform their manager in writing should they be undertaking work for companies which may be in conflict of interest with De Havilland Parts & Aerostructures (DHPA) by nature of their business. This clause would not apply to employees on layoff.
- 9.06 Any disciplinary letter which has been placed in an employee's personnel file will be removed after twelve (12) months of active service provided the employee's interim performance is free of any further disciplinary action or warnings. Absenteeism through sickness or accident will not extend the twelve (12)-month time period.

- 9.07 Employees, upon request to their manager, will be allowed viewing access to their personal file in the presence of a company Human Resources representative.

**Article 10 – GRIEVANCE PROCEDURE**

- 10.01 The parties hereto desire that every complaint be dealt with as quickly as possible and that adjustment of every complaint shall be promptly made.

For the purpose of this Collective Agreement, a grievance shall be defined as a difference between the Company and the Union or an employee relating to the interpretation, application or administration of this Agreement or an allegation that this Agreement has been violated. Any grievance must be presented and responded to within the time periods established in this Article and Article 11 for each stage. It is understood, however, that the parties may agree in writing in respect of any grievance to extend and/or waive any of the time limits imposed on either of them. Failure to present or to respond on the part of the grievor within these time periods means the grievance is abandoned and without recourse.

- 10.02 FIRST STAGE

In the event that a dispute occurs between the Company and the Union and/or one or more employees of the bargaining unit regarding the interpretation, application or violation of this Collective Agreement, the employee or employees concerned shall within seven (7) full working days from the date on which the grounds giving rise to the dispute arose, first seek to settle the dispute, either alone or accompanied by the Shop Steward, in discussions with the immediate manager. Such manager is expected to render his decision within two (2) full working days.

- 10.03 SECOND STAGE

If the dispute is not resolved satisfactorily or not responded to in the first stage, the dispute may be put in writing, and it then becomes a grievance to be complied with within the meaning of Clause 10.01.

The written grievance shall be submitted by the Chief Shop Steward to the respective manager within ten (10) full working days from the date on which the grounds giving rise to the dispute arose and the Union should have been aware of the alleged infraction; or in cases where no prior written advice has been received by the Union, within ten (10) full working days from when the Union becomes aware of the alleged infraction. The respective manager will then make known his decision to the grievor(s) and Chief Shop Steward within five (5) full working days of the receipt of the written grievance.

- 10.04 THIRD STAGE

If a settlement is not reached in the second stage, the written grievance may be presented to the President of the Company or his designate within five (5) full working days after the date of the decision rendered in the second stage. Within five (5) full working days thereafter, the Company and the Union will arrange a meeting to be held within ten (10) working days.

- 10.05 The meeting at third stage will be held between the President of the Company or his designate and the Shop Committee. The Union or Company will have the right to have present an International Officer of the Union. The Company's answer will be given in writing within five (5) full working days of such meeting.

- 10.06 The Union may file a grievance in writing alleging violation or misinterpretation of any provision of the Agreement. Such grievance shall be filed with the President of the Company or his designate

who shall, within five (5) full working days after receipt of the grievance, convene a meeting to discuss the matter under the third stage of the grievance procedure. The Company's answer will be given in writing within five (5) full working days of such meeting.

10.07 The Company may bring forward and give to the Union at any time any grievance:

- (a) with respect to the conduct of the Union, its Officers, or Committeemen;
- (b) with respect to the application or interpretation of the terms of this Agreement.

The grievance will be presented in writing to the Chief Shop Steward and a meeting will be held within five (5) full working days with the Union. If no satisfactory adjustment is reached within five (5) full working days of the date of the meeting then the Company shall have the right to refer the matter to arbitration as hereinafter described.

### **Article 11 – ARBITRATION**

11.01 Failing settlement under the grievance procedure, a grievance between the parties or any employee's grievance arising from the interpretation, application, non-application or violation of any of the provisions of this Agreement including the question as to whether a matter is arbitrable may be referred to arbitration by the written notice to the other party within eight (8) full working days after the date on which the final answer was due under the grievance procedure.

11.02 Within ten (10) full working days after notice of intent to arbitrate, both parties shall attempt to agree to a single arbitrator. The method of selecting an arbitrator is as follows:

- (1) The Company and the Union shall exchange names of the person(s) they are prepared to accept as the arbitrator, within five (5) full working days after notice of intent to arbitrate.
- (2) The parties must indicate their agreement or disagreement with the name(s) submitted by the other party within five (5) full working days of receipt of the other party's name(s), to a maximum of three (3) names each.
- (3) The Minister of Labour for Canada shall be requested to appoint an arbitrator should the parties fail to agree to an arbitrator.

No person may be named as a nominee who has participated in an attempt to settle the grievance.

11.03 After the arbitrator has been determined and confirmed, he shall meet as soon as possible to hear such evidence as the parties may desire to present to assure a full, fair hearing, and shall render his decision as soon as possible in writing to the parties after the completion of the hearing.

11.04 The decision of the arbitrator on the matter at issue shall be final and binding on both parties, but the jurisdiction of the arbitrator shall be limited to deciding the matters at issue as set out in the written grievance, and within the provisions of the Agreement, and in no event shall the arbitrator have power to add to, subtract from, alter or amend this Agreement in any respect.

11.05 Each party shall pay its own costs and the fees and expenses of witnesses called by it. The fees and expenses of the arbitrator shall be shared equally between the parties.

11.06 Either one of the parties if it so wishes may request a departure from this procedure which provides for a single arbitrator by notifying the other party in writing, within the time frame outlined in Clause 11.01, of its desire to proceed with the appointment of an Arbitration Board. Within ten (10) full working days after notice of intent to arbitrate by Arbitration Board, each of the

parties shall select a nominee to an Arbitration Board and the two (2) so selected shall designate a third member of the Arbitration Board who shall act as Chairman. In the event that the two (2) representatives selected by the parties are unable to agree on the third member within five (5) full working days after their appointment, the Minister of Labour for Canada shall be required to appoint a third member.

Each party shall pay the costs, fees and expenses of its nominee to the Arbitration Board. The fees and expenses of the Chairman shall be shared equally between the parties.

#### **Article 12 – STRIKES AND LOCKOUTS**

- 12.01 It is agreed to by the parties hereto that during the life of this Agreement, or while negotiations for its amendment or renewal are in progress, there shall be no strike, slowdown, or stoppage of work or other interference with production by the employees hereby covered, nor any lockouts by the Company.
- 12.02 During any legal strike, the Union, its agents, its officers, and its members shall not by any overt act impede access to the Company's premises of persons not within the bargaining unit or other persons required for necessary plant maintenance.
- 12.03 No disciplinary action will be taken against any employee who refuses to cross a legal picket line at a customer's facility other than at the Company's premises.

#### **Article 13 – LEAVE OF ABSENCE**

- 13.01 The Company may grant personal leave of absence, requested and approved in writing, without pay to an employee requesting such leave for good and sufficient reason, provided:
- (a) seniority considerations are followed where more than one (1) employee requires a leave of absence;
  - (b) written request is submitted to the Company at least one (1) week prior to the intended commencement date of such leave;
  - (c) the Company work load permits such absence;
  - (d) the employee on leave of absence shall not engage or assist in any gainful employment or occupation except with the permission of the Company and the Union;
  - (e) for leaves of absence that exceed two (2) consecutive weeks' duration, the following applies:
    - i. the first fifteen (15) days of absence in any calendar year shall accrue seniority;
  - (f) If an employee has more than thirty-nine and one-half (39.5) hours accumulated in his time bank, the Company can direct the employee to use the additional banked time before an approved leave of absence commences.
  - (g) All requests for leaves of absence will be responded to within forty-eight (48) hours of submission of request.

Any employee who does not report for work following a leave of absence on the specified date shall be considered as having terminated his employment with the Company, unless written extension is granted by the Company. Extenuating circumstances will be considered by the Company.

- 13.02 Prior to the employee commencing such leave, the Union is to be notified in writing by the

Personnel Department of the terms of each leave granted by the Company where the leave of absence will be greater than two (2) consecutive weeks' duration.

- 13.03 The Company will grant short-term leave of absence, without pay, to a maximum of four (4) employees for the purpose of carrying out business for the Local or attending a convention or conference on written request, providing such requests do not interfere with production requirements. Such leave of absence shall not be unreasonably withheld.
- 13.04 Upon request from the Union, the Company will consider granting leave of absence to no more than one (1) employee to carry out full-time union work with the International Association of Machinists and Aerospace Workers. This employee shall retain any previous Occupational Classification Seniority and previous Company Seniority and shall continue to accrue Company Seniority during the leave of absence.

Should the full-time union assignment be discontinued during the leave period, the employee is required to immediately return to their employment with the Company or possibly to layoff status, if such might be applicable, based on their seniority, at the time they return.

#### **Article 14 – TRANSFERS AND JOB POSTINGS**

- 14.01 If any employee wishes to change his occupational classification, he shall make such request to his manager, in writing, stating his reasons for making such request. The request will be given due consideration by the Company.
- 14.02 Transfers within the bargaining unit will be made by the Company in accordance with the terms and conditions set forth in Schedule B, Item C, and (for other than upgrades) will be posted on the bulletin board, in advance if possible.
- 14.03 In situations where it is required to meet customer deadlines, or where there may be a lack of work in one occupational classification, the Company may, on a temporary basis, assign employees to carry out work in another occupational classification. These temporary assignments would not be considered to be transfers. Should these temporary assignments exceed more than six (6) months the Company shall post the position in accordance with Articles 14.04, 14.05 and 14.06, and shall fill the position to which the temporary assignments occurred. An extension to the six (6) months must be approved by the Union prior to posting.

If there are layoffs in the occupational classification to which the employees are being assigned, the temporary assignments may not exceed five (5) consecutive working days without the permission of the Chief Shop Steward. The Chief Shop Steward will be notified if such temporary transfers are to exceed one working day.

- 14.04 Whenever new positions within the bargaining unit are created or vacancies occur, employees will be given preference to such positions based on their seniority provided the senior employees have the necessary ability and qualifications to perform the work. All newly created or vacant positions, applicable to the bargaining unit only, will be posted and copies sent to the Union office.
- 14.05 All vacancies within the bargaining unit shall be posted for five (5) working days to allow employees to make application for such position. Employees who have filed appropriate transfer request as per Clause 14.01 will also be considered.
- 14.06 The name of the successful applicant will be posted on the bulletin boards within the next five (5) working days. This time may be extended with the consent of the Union.

#### **Article 15 – GENERAL HOLIDAYS**

- 15.01 (a) General holidays will be paid based on the employee's scheduled shift. An employee who is working the 4X3 shift will be considered to have worked five (5) days for each four (4)-day work week for purposes of benefits and general holidays qualifications. (An employee will not be paid 10 hours pay for a holiday in which he is scheduled to work 9½ hours.) Only each of the following days, or the single proclaimed substitute therefore shall be observed as paid general holidays:

**2025:**

- Wednesday, January 1 - New Year's Day
- Friday, April 18 - Good Friday
- Monday, May 19 - Victoria Day
- Tuesday, July 1 - Canada Day
- Monday, August 4 - Civic Day
- Monday, September 1 - Labour Day
- Monday, October 13 - Thanksgiving Day
- Thursday, December 25 - Christmas Day
- Friday, December 26 – Boxing Day

In addition, there will be a Christmas shutdown on December 25, 26, 29, 30, 31, 2025 and January 1. December 29 will be acknowledged as being in lieu of the Remembrance Day holiday. December 30 will be acknowledged as being in lieu of the Truth and Reconciliation Day holiday. December 31 will be acknowledged as a holiday shutdown day (Paid).

**2026:**

- Thursday, January 1 - New Year's Day
- Friday, April 3 - Good Friday
- Monday, May 18 - Victoria Day
- Wednesday, July 1 - Canada Day
- Monday, August 3 - Civic Day
- Monday, September 7 - Labour Day
- Monday, October 12 - Thanksgiving Day
- Friday, December 25 - Christmas Day
- Saturday, December 26 - Boxing Day

In addition, there will be a Christmas shutdown on December 25, 28, 29, 30, 31, 2026 and January 1. December 28 will be acknowledged as being in lieu of the Boxing Day holiday. December 29 will be acknowledged as being in lieu of the Remembrance Day holiday. December 30 will be acknowledged as being in lieu of Truth and Reconciliation Day holiday. December 31 will be acknowledged as a holiday shutdown day (Paid).

**2027:**

- Friday, January 1 - New Year's Day
- Friday, March 26 - Good Friday
- Monday, May 24 - Victoria Day
- Thursday, July 1 - Canada Day
- Monday, August 2 - Civic Day
- Monday, September 6 - Labour Day
- Monday, October 11 - Thanksgiving Day
- Saturday, December 25 - Christmas Day
- Sunday, December 26 - Boxing Day

In addition, there will be a Christmas shutdown on December 27, 28, 29, 30, 31, 2027 and January 1. December 27 will be acknowledged as being in lieu of the Christmas Day holiday, December 28 will be acknowledged as being in lieu of the Boxing Day holiday. December 29 will be acknowledged as being in lieu of the Remembrance Day

holiday. December 30 will be acknowledged as being in lieu of Truth and Reconciliation Day holiday. December 31 will be acknowledged as a holiday shutdown day (Paid).

**2028:**

- Monday, January 3 - New Year's Day (observed)
- Friday, April 14 - Good Friday
- Monday, May 22 - Victoria Day
- Monday, July 3 - Canada Day (observed)
- Monday, August 7 - Civic Day
- Monday, September 4 - Labour Day
- Monday, October 9 - Thanksgiving Day
- Monday, December 25 - Christmas Day
- Tuesday, December 26 - Boxing Day

In addition, there will be a Christmas shutdown on December 25, 26, 27, 28, 29, 2028 and January 1. December 27 will be acknowledged as being in lieu of the Remembrance Day holiday. December 28 will be acknowledged as being in lieu of Truth and Reconciliation Day holiday. December 29 will be acknowledged as a holiday shutdown day (Paid).

**2029:**

- Monday, January 1 - New Year's Day
- Friday, March 30 - Good Friday
- Monday, May 21 - Victoria Day
- Monday, July 2 - Canada Day (observed)
- Monday, August 6 - Civic Day
- Monday, September 3 - Labour Day
- Monday, October 8 - Thanksgiving Day
- Tuesday, December 25 - Christmas Day
- Wednesday, December 26 - Boxing Day

In addition, there will be a Christmas shutdown on December 25, 26, 27, 28, 31, 2029 and January 1. December 27 will be acknowledged as being in lieu of the Remembrance Day holiday. December 28 will be acknowledged as being in lieu of the Truth and Reconciliation Day holiday. December 31 will be acknowledged as a holiday shut down day (Paid).

**2030:**

- Tuesday, January 1 - New Year's Day
- Friday, April 19 - Good Friday
- Monday, May 20 - Victoria Day
- Monday, July 1 - Canada Day
- Monday, August 5 - Civic Day
- Monday, September 2 - Labour Day
- Monday, October 14 - Thanksgiving Day
- Wednesday, December 25 - Christmas Day
- Thursday, December 26 - Boxing Day

In addition, there will be a Christmas shutdown on December 25, 26, 27, 30, 31, 2030 and January 1. December 27 will be acknowledged as being in lieu of the Remembrance Day holiday. December 30 will be acknowledged as being in lieu of the Truth and Reconciliation Day holiday. December 31 will be acknowledged as a holiday shut down day (Paid).

- (b) Employees resigning, terminated, or laid off between November 11 and Christmas shutdown will be paid holiday pay for Remembrance Day if the employee had been entitled to the

holiday on Remembrance Day. If that employee is subsequently recalled prior to the Christmas shutdown, he would not be paid for the Remembrance Day makeup date. Furthermore, employees hired after November 11<sup>th</sup> or employees recalled from layoff who did not work Remembrance Day will not be entitled to that makeup date with pay during the Christmas shutdown.

- (c) The Company acknowledges that it will commemorate Remembrance Day through the appropriate two (2) minutes of silence by all employees at 11:00 a.m.
- (d) The Company may, with approval from the Union, amend the recognized holiday date to another date within that week in order to provide a long weekend.
- (e) When a designated general holiday falls on an employee's regular day off, the affected employees are allowed to amend the holiday date to another date within thirty (30) calendar days. The amended date shall be agreed to in writing between the employee and the manager prior to the designated holiday. Such request shall not be unreasonably denied. Should an employee work on the amended date, they would be eligible for overtime as though they had worked on a general holiday.

15.02 When an employee is required to work on a general holiday, or where the general holiday falls during an employee's scheduled annual vacation, the employee shall elect one of the following alternatives:

- (a) an alternate day off with pay within thirty (30) days before or after the recognized general holiday, such alternate day off to be approved by his manager, or
- (b) an additional day's pay at his regular rate of pay in lieu of the general holiday, the same to be added to his regular pay cheque, or
- (c) vacation extended by one (1) day.

15.03 To qualify for payment for any holiday named above or for a day off in lieu thereof, an employee must have been:

- (a) employed for more than thirty (30) calendar days with the Company, and
- (b) entitled to wages for at least 118.5 hours during the thirty (30) calendar days immediately preceding the general holiday.

Refer to Clause 15.04 regarding employees laid off or on leave of absence.

Employees returning following a Workers Compensation claim or sick leave (short-term or long-term disability) are eligible provided they have met the criteria in (a) only above.

For employees not employed for a full shift, such as part-time employees, if the employee qualifies under this Article as stated, his general holiday pay would be based on the average hours in the previous twenty (20) days worked.

15.04 No employee shall receive a paid holiday or pay in lieu thereof during a layoff in excess of ten (10) working days or during a leave of absence.

15.05 The Company agrees that all work scheduled on general holidays will be kept to a minimum.

#### **Article 16 – VACATION WITH PAY**

16.01 Employees will receive an annual vacation with pay in accordance with the terms and conditions of this Article and the following schedule:

- (a) Employees who, at June 30th, have less than one (1) year of service, shall be entitled to one (1) day vacation for each full month worked, to a maximum of seventy-nine (79) hours, paid at their current rate. Vacation pay will be calculated at the base rate of pay at the time the vacation is taken. Vacation pay will include four percent (4%) of overtime wages and premiums paid will be paid out each pay period.
- (b) An employee who has completed at least one (1) year of seniority at June 30th, and who has worked a full year at that date, shall be entitled to two (2) work weeks' vacation, to a maximum of seventy-nine (79) hours. Vacation pay will be calculated at the base rate of pay at the time the vacation is taken. Vacation pay will include four percent (4%) of overtime wages and premiums paid will be paid out each pay period.
- (c) An employee who has completed at least four (4) years seniority at June 30th, and who has worked a full year at that date, shall be entitled to three (3) work weeks' vacation, to a maximum of one hundred eighteen and one half (118½) hours. Vacation pay will be calculated at the base rate of pay at the time the vacation is taken. Vacation pay will include six percent (6%) of overtime wages and premiums paid will be paid out each pay period.
- (d) An employee who has completed at least nine (9) years seniority at June 30th, and who has worked a full year at that date, shall be entitled to four (4) work weeks' vacation, to a maximum of one hundred fifty-eight (158) hours. Vacation pay will be calculated at the base rate of pay at the time the vacation is taken. Vacation pay will include eight percent (8%) of overtime wages and premiums paid will be paid out each pay period.
- (e) An employee who has completed at least nineteen (19) years seniority at June 30th, and who has worked a full year at that date, shall be entitled to five (5) work weeks' vacation, to a maximum of one hundred ninety-seven and one half (197½) hours. Vacation pay will be calculated at the base rate of pay at the time the vacation is taken. Vacation pay will include ten percent (10%) of overtime wages and premiums paid will be paid out each pay period.
- (f) An employee who has completed at least twenty-four (24) years seniority at June 30th, and who has worked a full year at that date, shall be entitled to six (6) work weeks' vacation, to a maximum of two hundred and thirty-seven (237) hours. Vacation pay will be calculated at the base rate of pay at the time the vacation is taken. Vacation pay will include twelve percent (12%) of overtime wages and premiums paid will be paid out each pay period.

16.02 The year of employment for calculating vacation entitlement shall be the twelve (12)-month period between July 1<sup>st</sup> in any calendar year and continuing through to June 30<sup>th</sup> of the following calendar year. Should the employee's anniversary date of hire for their nine (9)-year or nineteen (19)-year service fall within one (1) year after July 1<sup>st</sup> of the current year, he will receive vacation entitlement at the applicable (lower) percentage as set out in Clause 16.01 (d) and (e), plus four (4) hours vacation time at his current rate of pay for each full month worked from July 1<sup>st</sup> back to his ninth or nineteenth anniversary date of hire, to a maximum of thirty-nine and one half (39½) hours.

16.03 Notwithstanding the terms of Clause 16.01, employees who have worked only a part year by June 30<sup>th</sup> where the accumulated period of absence within the vacation year is related to:

- (a) layoffs in excess of fifteen (15) working days,
- (b) personal leaves of absence in excess of fifteen (15) working days,
- (c) the applicable time covered by long term disability,

- (d) Workers Compensation claims beyond one hundred twenty (120) calendar days duration for injuries arising out of one accident, will be entitled to their full vacation entitlement with vacation pay based on the following percentage of gross wages earned according to their Company Seniority:

1 through 3 years inclusive - 4%  
4 through 8 years inclusive - 6%  
9 through 18 years inclusive - 8%  
19 through 23 years inclusive - 10%  
24 years & over - 12%

Employees who have performed only part-time work during the vacation year will be entitled to the applicable percentage of gross wages earned based on their Company Seniority, with vacation time reduced in proportion to the total time not worked.

- 16.04 Excluding employees who are subject to Clause 16.03, all other employees who have completed at least one  
(1) year of service during the vacation year may be allowed upon approval to take, in advance, a prorated amount of their vacation entitlement.
- 16.05 Upon termination of employment or layoff, employees will receive accrued vacation pay for unused vacation calculated in accordance with Clause 16.01.
- 16.06 Employees required to work during a plant shutdown period will be given their vacation at another time during the same vacation year. In such an event, the employee's preference will be given consideration, subject to production requirements.
- 16.07 The employees will be asked to state their preferred vacation period and record their request in the Time Management System by May 15<sup>th</sup>. Failure to comply with this procedure will eliminate the right to exercise seniority when requesting a vacation period.
- 16.08 The vacation schedule shall be subject to Company approval, but insofar as it is possible, and in keeping with work commitments of the Company, the employee's request will be honoured. In cases where it is necessary to allocate the vacation period of any employee in order to maintain the work schedule, seniority will be the governing factor.

Each year on or before June 1<sup>st</sup>, the Company will aim to finalize the vacation approvals in the Time Management System for each department for those employees exercising their right of Clause 16.09. Failure of the Company to comply with this procedure will confirm the employee's vacation requested of Clause 16.09.

- 16.09 The Company reserves the right to:
- (a) give special consideration to particular circumstances applying to any employee.
- (b) schedule and arrange holidays in as fair a manner as possible consistent with meeting work requirements.
- (c.) in any department of ten (10) or more employees, restrict the number of employees taking vacation at any one time to a minimum of 20%.
- (d.) deny partial-day vacations, except in extenuating circumstances as mutually agreed in writing between manager and employee.
- 16.10 Vacation entitlements as calculated to June 30<sup>th</sup> in any calendar year must commence before April

30<sup>th</sup> of the following year and be completed by June 30<sup>th</sup>. Other than as provided in Clause 16.06, it is not permissible for the Company to pay vacation pay in lieu of vacations taken.

- 16.11 The balance of an employee's vacation entitlement, which was not considered nor approved within the May timeframe as set out in the CBA, shall require written approval from the Company at least five (5) business days in advance of the requested vacation commencement date.

### **Article 17 – TIME OFF**

- 17.01 Provided that an employee presents to the Company acceptable substantiation, the Company shall pay for lost time at regular rates for the reasons and purposes following and all such requests will be responded to within forty-eight (48) hours of submission:

(a) Bereavement

1. When a death occurs in the immediate family of an employee, the employee shall be allowed up to ten (10) days of bereavement leave to be taken in 1 or 2 periods, of which three (3) days will be paid, following the death in order to arrange for and/or attend the funeral. An employee's immediate family shall mean spouse, common-law spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, or grandchild. Additionally, the employee shall be allowed up to one (1) day off with pay following the death of nieces, nephews, brother-in-law and sister-in-law, aunts and uncles. The Company will agree to offer additional unpaid time with Company prior approval.
2. Paid bereavement leave applies only for regular working days. Bereavement time occurring during weekends, holidays, vacations or leave of absence is exempt from these provisions.
3. Bereavement leave can be taken on the day on which the death occurs and ends six weeks after the latest of the days of which any funeral, burial, or memorial service of the deceased person occurs.
4. Probationary employees will be granted bereavement leave without pay.

(b) Jury Duty and Crown Witness Pay

1. Employees who have been subpoenaed for Jury Duty or to act as a witness at a criminal trial, shall be granted leave of absence for the period required and shall be paid the difference between a normal day's pay – straight time – and any amounts received by the employee for such services.
2. Employees appearing as plaintiffs or defendants are excluded.

(c) Sick/Family Responsibility days as covered by Clause 18.09.

(d) Medical leave as covered by Clause 18.06.

- 17.02 Absence for any reason other than those specifically identified in clauses 17.01, 18.06 and 18.09 will not be paid.

17.03 Late Starting and Punching Out Early

- (a) Every employee shall punch his timecard or sign onto the electronic data collection system immediately on entering and immediately before leaving the plant.

### Daily Lateness

- (b) In the case of lateness, a fifteen (15)-minute minimum wage deduction will be applied. After the first fifteen (15) minutes, lateness will be deductible to the next highest fifteen (15)-minute period.

### Punching Out Early

- (c) An employee punching out before his normal workday has ended, without the permission of his manager noted on his exception form, except in extenuating circumstances, shall have fifteen (15) minutes deducted for each such offence in addition to the actual time absent.
- (d) An employee who leaves the premises during working hours without the permission of his manager and fails to punch out and/or fails to punch in on his return shall be required to provide a witness of manager rank or above to verify when he left the job and/or when he returned to the job. For such an offence, an employee shall be penalized in accordance with Clause 17.03 (c) plus the time he was off the premises, except in extenuating circumstances.
- (e) If an employee fails to swipe his card in or out, he shall be required to have it signed by the shop manager to qualify for pay.
- (f) All employees are required to comply with the Company requirements regarding payroll paper work and records.
- 17.04 Habitual lateness or absenteeism for regular work, unless approved in writing by the employee's manager, is a recognized reason for disciplinary action. It is the responsibility of the employee to obtain written approval.

## **Article 18 – BENEFITS**

- 18.01 (a) All life, health, extended health, sickness, and accident benefits, be they compulsory or optional, will commence on the first day following the completion of three (3) months employment, except for Alberta Health Care which will commence on the first of the month following the completion of three (3) months employment, and the Extra Accident Insurance which is applicable from date of hire.
- (b) Concerning any employees recalled from layoff status, benefits for such returning employees will be as follows:
- Company-paid benefits (life, extra accident, sickness and accident insurance) will resume immediately upon return to work.
  - Cost-shared benefits for Alberta Health Care will be reinstated the first of the month of recall; Extended Health Care, Dental and Optical will be reinstated effective recall start date.
  - For those employees recalled without a guarantee of at least thirty (30) calendar days of continuous employment (refer to Clause 8.06), cost-shared benefits will be effective the first (1<sup>st</sup>) day of the month following a minimum of thirty (30) calendar days from date of recall, or immediately if the employee is confirmed permanent.
- (c) Concerning any employees issued with layoff notice, as well as probationary employees on benefits who have been issued termination notice, the procedure is as follows regarding Extended Health/Dental/Optical benefits:
1. Employees scheduled for layoff/termination between days 1-14 of the month and covered on the benefits will be eligible for benefits coverage (Extended Health

Care/Dental/Optical) to layoff date, but no premiums will be deducted. (The Company will cover the premium.)

Employees scheduled for layoff/termination between days 15-31 of the month and covered on the benefits will have the full month's premium deducted, with benefits coverage (Extended Health Care/Dental/ Optical) expiring on the layoff date.

2. Where the benefit has an age restriction the terms and conditions of the plan must govern. Copies of all the master plans of all insurance policies, applicable under this Article, will be provided to the Union. Upon written request, the Company will provide any employee with the cost of each benefit policy.

## 18.02 **Life Insurance**

- a) The Company will pay one hundred percent (100%) of the cost of a group life insurance policy for one hundred thousand dollars (\$100,000.00) for each permanent employee.
- b) The Company will pay one hundred percent (100%) of the cost of a group life insurance policy for twenty-five thousand dollars (\$25,000.00) for each regular part-time employee.
- c) The Company will provide optional life insurance coverage, to be fully paid for by the employee, subject to the limits agreed to by the insurers.
- d) The Company agrees to provide upon individual request an accounting breakdown of the taxable portion of the life insurance premiums.
- e) The Company will pay one hundred percent (100%) of the cost of Basic Life Coverage for dependents (\$5,000 for spouse, \$2,500 per child).

### **Extra Accident Insurance**

Extra accident insurance, subject to the terms, conditions, limitations and exclusions of the policy, will apply for employees working or travelling away from main base while covered by agreement reached pursuant to Clause 23.01 at no cost to the employee for the following limits:

\$100,000 – Accidental death  
\$10,000 – Repatriation maximum amount

The policy contains an aggregate limit of \$5,000,000 for all losses resulting from any one accident.

## 18.03 **Health Benefits**

- a) The Company agrees to pay seventy-five percent (75%) of the premiums for Alberta Health Care Insurance. Employees may elect coverage to commence on the first of the month following the completion of three (3) months' employment, or at any time thereafter.
- b) The Company will pay 75% of the premiums for the Extended Health Care Plan.
- c) Dental - The Company will pay fifty percent (50%) of the premiums for the standard Company Dental Plan, with fee schedule based on the current year's schedule (Alberta). The Dental Plan has a \$2,000 per year per person maximum benefit.

Orthodontic coverage is separate from this maximum.

Coverage:

100% of eligible charges for Basic Services (such as routine visit for check-up, X-rays, cleaning, filling, extraction, root canal).

50% of eligible charges for Major Services (such as crowns, bridges, dentures, partial plates). Major Services should be pre-authorized to ensure coverage.

50% of eligible charges for orthodontic services for each dependent child who is younger than age 21 on the date the orthodontic procedure commences, with a lifetime maximum of \$2,500 per covered person.

Highlight Exclusions:

Will not pay for bridge work or partials that replace teeth extracted before commencement of coverage under this plan; cosmetic services unless the result of an accident while covered under the plan; injury covered by Workers Compensation or where the insured does not have to pay or receives legal settlement.

Other coverages and exclusions, and restrictions pertaining to the above, are listed in the policy. There may be restrictions related to repeat treatments.

- d) Optical - The Company will pay seventy-five percent (75%) of the premiums for an optical plan providing coverage as follows: \$400 every 24 months.

The Company will pay one hundred percent (100%) of the costs per Employee requiring prescription safety eyewear every twelve (12) months.

#### 18.04 Short- and Long-Term Disability

- (a) The Company will provide Short Term Disability benefits at no expense to the employee in accordance with the table set out in Clause 18.04 (b).
- (b) 1. Short Term Disability Benefits – Short Term Disability benefits are intended to address sickness and accident needs of employees, over and above the provisions of Clause 18.07 Sick/Family Responsibility Days.
- Short term disability benefits as outlined in the accompanying Schedule of Benefits will commence on the first (1<sup>st</sup>) day of an illness and on the fourth (4<sup>th</sup>) day of a non-occupational sickness.

Note: Employees have the option to refrain from applying for short-term disability and instead use their Sick/Family Responsibility Days when dealing with a temporary illness.

- The Employee may choose to cover the first three days prior to an approved Short Term Disability with either Sick/Family Responsibility time or banked time, at their discretion. Should the Employee have no available banked time or Sick/Family Responsibility time remaining then only in such circumstances unpaid time may be requested.
- Short term disability benefits are available only upon the receipt of the required forms and approval through our third party carrier attesting to the sickness/accident injury, signed by a duly qualified and licensed physician, and providing such particulars as the start date of the sickness/injury, projected time

“off work”, recommended “modified work” restrictions (if any) on individual’s return to work, and confirmation that individual is fit to resume his regular duties.

- Short term disability benefits do not increase while sick/injured. For example, an employee who has been employed for one (1) year and absent for one (1) year does not qualify for the two (2)- year service benefits. The service to date relates to actual “on the job” service, as per the Schedule of benefits chart set out in this Article.
  - Illness commencing in one (1) calendar year and continuing into the next calendar year does not reinstate the short-term disability benefits. Under these circumstances, the employee would continue to receive the short-term disability benefits as originally payable at the time the sickness or accident commenced.
  - The short-term disability benefits as outlined below are aggregate amounts payable within a calendar year. This means that no matter how often an employee is on short term disability benefits throughout a calendar year, coverage will be limited to no more than seventy-five (75) working days.
- (c) The short-term benefits set out in Clause 18.04 (b) 1. above shall be the maximum paid in any one (1) calendar year within the term of this Agreement and shall be non-cumulative from year to year except as provided in Clause 18.04 (b) above.

**Schedule of Benefits**

Service to date of disability	100% of normal earnings	80% of normal earnings	60% of normal earnings	Total worked day
Qualifying Periods – 1 Year	0 Days	First 5 Work Days	Next 70 Work Days	75
1 Year – 3 Years	0 Days	First 15 Work Days	Next 60 Work Days	75
3 Years – 5 Years	First 15 Work Days	Next 10 Work Days	Next 50 Work Days	75
5 Years – 10 Years	First 45 Work Days	0 Days	Next 30 Work Days	75
Over 10 Years	75 Work Days	0 Days	0 Days	75

2. **Long Term Disability Benefits** – Under the long-term disability benefits program eligible employees are covered following seventy-five (75) consecutive work days which are taken care of by the short term disability benefits.
- The Plan pays sixty percent (60%) of an employee's normal earnings subject to a maximum of four thousand dollars (\$4,000) per month.
  - These benefits are offset by any benefits payable under the Canada Pension Plan and the employee is required to make application for same. Should they fail to do so, the insurance company could withhold a comparable amount. In addition, the benefit is reduced through:
    - (i) earnings continuation from any employer;
    - (ii) other group insurance disability benefits;
    - (iii) retirement benefits provided by an employer and/or the government;
    - (iv) other benefits payable under any government disability plan excluding benefits payable by the Employment Insurance Commission;
    - (v) benefits payable under any Workers Compensation Act.
  - Should an employee fall under the long term disability program, all coverages available under the Collective Agreement are frozen and not affected by any subsequent negotiated increases unless he returns to work and the applicable increases would be effective from that date only. This freeze also applies to the level of wages.
- (d) In the event of an accident compensable under the Workers Compensation Act, the employee will receive payments directly from Workers Compensation. If compensation exceeds two (2) weeks the Company will pay one hundred percent (100%) of the premiums, including the first two (2) weeks, for the benefits under this Article to a maximum period of one (1) year; thereafter the Canada Labour Code will apply. This term may be extended by mutual agreement of the Company and the Union. The Company will not be responsible for the payments owing on any Canada Savings Bonds, optional life insurance, Union dues or garnishments. In no event will an employee be eligible for benefits in Clause 18.04 (b) 1. while on Workers Compensation.
- (e) In instances where the physician's statement may be delayed in being submitted to the Company by more than two (2) working days, the form "Notification of Illness or Accident for Short Term Benefits Qualification" must be completed. If the employee is unable to come in to work to complete the form, this can be done by telephone to his manager or the Personnel Department within the two (2) working days' time period unless communication is impossible. It will be necessary for a physician's statement to be submitted for all time missed.
- (f) The short-term benefits set out in Clause 18.04 (b) 1. above shall be the maximum paid in any one (1) calendar year within the term of this Agreement and shall be non-cumulative from year to year except as provided in Clause 18.04 (c) above.
- (g) If an employee is hospitalized for a period of longer than three (3) days during his vacation, the vacation time will be extended by the actual days hospitalized as provided under the Group Insurance Plan. When vacations are so postponed, the employee's vacation, or remainder thereof, will be rescheduled.
- (h) There may be situations where an employee may return from an illness or accident (other than Workers Compensation accidents) and through a doctor's orders will require continuing treatment and resulting absenteeism. Provided that upon the initial return to work advance written confirmation is received from a physician indicating the anticipated frequency and duration of such additional treatment, it is agreed that up to three (3) such doctor's visits will be construed to be part of the original illness or accident and shall not be subject to the daily waiting periods. Failure to provide the doctor's statement in advance will result in each absenteeism being construed as a separate incident. Should one (1) or more of the three(3)

visits occur after expiration of the consecutive seventy-five (75) work days short term benefits and where the employee is not eligible for long term disability due to his return to work, the Company will pay sixty percent (60%) of his normal earnings. A reoccurrence of an illness or accident should not be construed to fall within the above outline and such reoccurrences will be considered to be separate incidents.

- (i) Modified work assignments will be reviewed on a case-by-case basis for an employee returning to work after a disabling injury or sickness. Modified work assignments are designed to be of a temporary nature and will not be limited to the duties associated with an employee's regular occupational classification. An affected employee who cannot perform the duties of his occupational classification due to a medical condition will inform the Company and the Union of the nature of the disability and of the need for accommodation. Modified work assignments will be in writing and will summarize job expectations and limitations. Agreements will be signed by the employee, a Union representative, and the employee's manager. Any changes to the original agreement must receive consent from the applicable parties. A refusal to participate in a modified work assignment may result in a termination or a reduction in Workers Compensation benefits.

#### 18.05 Additional Benefits

##### (a) Parking

The Company will provide parking at no charge as available. The Company will not designate any parking stalls for any employee of De Havilland Parts & Aerostructures (DHPA).

- (b) The Company will supply and launder shirts, coveralls and smocks to the employees at no cost to the employee. The Company will supply outdoor jackets for building maintenance personnel only and will reimburse the Employee up to a maximum amount of \$250 CDN every two years towards said purchase.

18.06 The Company will provide tool insurance coverage for its employees' tool boxes and tools on a replacement basis in the event of loss by fire or burglary of the entire set of tools and box, when the tools are on Company property or off premises while conducting work for the Company.

All employees shall provide the personnel manager with a detailed list of tools along with photographs for insurance purposes and retain receipts for any purchases. Failure to provide this will result in loss of insurance coverage.

#### 18.07 Sick/Family Responsibility Days

- (a) Employees who have completed their probationary period will be eligible for the Sick/Family Responsibility Days benefit, which shall be:

- Employees who have completed their probationary period will be eligible for the Sick/Family Responsibility Days benefit, in their first partial year of employment. Start date January 1 – June 30 will be five (5) sick/family days in the calendar year. Start date July 1 – December 31 will be three (3) sick/family days in the calendar year.
- 100% of regular pay for the employee's scheduled work day.
- The maximum number of sick/family responsibility days will be five (5) in any calendar year, with no carryover or payout.
- These days can be taken in half (1/2) day increments.
- Sick/Family Responsibility days relate to: (i) the care, health, or education of a child in the employee's care, or (ii) the care or health of any other member of the employee's immediate family, or (iii) the health of the employee; and are not meant to be taken in lieu of regular vacation days.
- No medical certificate from a doctor required.
- Request for use of this benefit must be given by employee to his responsible manager as soon as possible.

## **Article 19 – UNION REPRESENTATIVE**

- 19.01 The Union shall designate, and the Company shall recognize three (3) Shop Stewards plus one (1) Chief Shop Steward to represent such work areas as shall be agreed to by the parties hereto to be reasonable and proper. The Company shall be kept informed of the name of each Shop Steward and the work area he represents.
- The Company or the Union may approach each other to discuss Shop Steward numbers as the Company's size and/or facilities change.
- 19.02 The Union shall designate, and the Company shall recognize three (3) members who are employees of the Company covered by this Agreement and who shall constitute a Negotiation Committee. The function of such committee shall be to meet with designated Company representatives for the purpose of negotiating amendments to or renewal of this Collective Agreement. Members of the Negotiation Committee will be paid at eight and one quarter (8.25) hours at their regular rate for each day spent in negotiations with the Company, excluding any negotiations carried on while the Company is on strike.
- 19.03 The Union acknowledges that the Stewards, Committeemen or Union Officials will continue to perform their regular duties on behalf of the Company and that they shall report to their manager and obtain permission before leaving their jobs for the purpose of Union business. This permission shall not be unreasonably withheld, but unless otherwise herein stated, such leave shall be without pay.
- 19.04 Shop Stewards and Chief Steward shall be permitted the necessary time with pay during working hours to perform their functions on the Company premises in the settlement of complaints and grievances within the scope of this Agreement, provided that such time that is considered necessary is recorded on the appropriate job card and provided permission is obtained before leaving their jobs when there is a manager available. Such permission shall not be unreasonably withheld. In the absence of a manager the Shop Steward or Chief Steward shall advise the manager as soon as possible.
- 19.05 The Chief Steward and Shop Stewards shall be permitted access to any department where work is being performed by employees represented by the Union to deal with complaints and grievances only after having informed the manager of the section to which he desires access of the nature of his business.
- 19.06 Shop Stewards and Chief Steward shall exercise the privileges herein provided for them in such a manner as to promote good order and shop discipline and with the least possible interference with the regular duties of their employment.
- 19.07 All time spent by the Union Representatives on Union business will be so noted on the daily exception form or daily timecard. Time spent on other unpaid Union business will be entered on the daily exception form or timecard as a memo only and the representative's manager will approve the timecard with less than the regular number of hours.

## **Article 20 – TRAINING**

- 20.01 Employees, while on an assigned training course, will be paid for the applicable regular work hours at straight time rates.
- 20.02 Employees on a training course will not be paid overtime while on a course or for travelling to and from a course.
- 20.03 Employees who have received prior written approval to take after hours courses within Calgary will be compensated as follows:
- (a) If the course is elective by the employee and is approved by the Company, no wages will be paid, however the course fee and cost of required materials will be reimbursed upon successful completion.
  - (b) If the course is directed by the Company, without added compensation upon completion, the employee will receive straight time compensation for the course time, excluding travel, and the Company will pay for the course fee and cost of required materials.
  - (c) If completion of the course results in added compensation to the employee, only the cost of the course fee

and cost of required materials will be paid by the Company.

The Company agrees to provide on-the-job training, mandatory training required by the regulatory agencies, and may provide specific training on equipment and aircraft.

#### **Article 21 – PAYMENT OF WAGES**

21.01 The wages payable under this Agreement are set forth in Schedule A1, A2, A3, A4 and A5 hereto. Such wages and other benefits are minimums and the Company may, from time to time, unilaterally institute, grant or pay wages or other benefits in excess of the contract minimums for one or more employees and thereafter advise the Union. It is agreed that neither the method nor the payment or non-payment of such additional sums may be grieved by any employee or the Union.

21.02 The Company acknowledges that the rates of pay set forth in Schedule A1, A2, A3, A4 and A5 hereto shall not serve to reduce the rates of pay currently in effect for any employee.

21.03 All employees will have their wages deposited by Direct Bank Deposit. Wages are due to be paid by Direct Bank Deposit by noon every second Friday, unless unforeseen circumstances beyond the control of the Company should occur. Should the regular pay day fall on a general holiday, payment will be made on the banking day preceding the regular pay day. Statements of wages will be distributed during regular working hours on the pay day.

Cheques will only be issued in exceptional circumstances where the Company is unable to process Direct Bank Deposit.

21.04 The cut-off for pay calculation will be the end of regular working hours on the previous Saturday. To be included in this payroll period exception forms must be provided to the designated administrator for entering data. Exception forms submitted after this cut-off will be included in the next payroll.

21.05 All monies owing to an employee on termination of employment shall be paid within three (3) working days of termination, provided all Company clearances have been adhered to by the employee. If the employee so requests, the Company will mail out monies owing and the record of employment within the three (3) working days.

21.06 “Manulife” Group Registered Retirement Savings Plan

(a) The Union acknowledges that within the wages payable as set forth in Schedule A1, A2, A3, A4 and A5, the Company has included an hourly amount of forty-five cents (\$.45) as a retirement plan allotment to be used by the employee according to guidelines set out within this Clause.

(b) Manulife Financial has been designated by the Union as the administrator and fund manager for the Group RRSP.

(c) The Group RRSP, effective August 4, 1989, shall be based on a calendar year (January 1st to December 31st).

(d) Full-time employees may authorize the Company to deduct the hourly amount of money in (a) above or more from their payroll, to be forwarded by e-Transfer (online) to Manulife Financial within two (2) working days following each payroll deduction.

In forwarding this money to the Group RRSP, the Company agrees to indicate the employee’s (or spouse’s) name, social insurance number, policy number, and the amount of money being forwarded.

(e) Unless otherwise advised in writing on the application form or on a subsequent change form, the total contribution will go into the Current Interest Deposit Account.

(f) Employees are divided into two groups: those who commenced employment before August 4, 1989, and those who commenced employment on or after August 4, 1989.

Voluntary Employees (those who commenced employment before August 4, 1989):

- Joining the Plan is optional (provided that the employee has completed the eligibility period of three (3) months of employment), and the minimum hourly contribution is the amount stated in (a) above for each year.
- This employee may suspend contributions at any time, however he cannot recommence contributions until the second January following the date he suspended contributions to the Plan (with the election to recommence made in the previous November).
- If he decides to recommence contributions, the Company retirement plan allotment would become a compulsory contribution amount governed by the same rules as for those employees hired on or after August 4, 1989, and any subsequent suspension of contributions would be subject to the conditions applicable to compulsory employees.

Compulsory Employees (those who commenced employment on or after August 4, 1989):

- Joining the Plan is compulsory commencing with the first payroll following completion of three (3) months employment, and the compulsory hourly amount is as outlined in (a) above.
  - This employee cannot suspend contributions of the compulsory Company retirement plan allotment as per (a) above. He can only suspend any contribution amount over and above the Company allotment. Such suspension can take place up to four (4) times a year as per schedule in Clause 21.06 (h) below.
- (g) The employee has options to invest in Guaranteed Funds and/or Market Based Funds.
- (h) The employee may change his contribution amount up to four (4) times a year – effective the first day of a new pay period after:
- February 1<sup>st</sup> (based on election made to the Payroll Department the previous December);
  - May 1<sup>st</sup> (based on election made to the Payroll Department the previous March);
  - August 1<sup>st</sup> (based on election made to the Payroll Department the previous June);
  - November 1<sup>st</sup> (based on election made to the Payroll Department the previous September).
- (i) The Company accepts no responsibility for contributions made in excess of the person's allowance for tax purposes. Any instances regarding over-contributions must be dealt with by the employee through Manulife Financial.
- (j) An employee in the Plan may request a withdrawal of funds at any time by making application to Manulife Financial.
- (k) If an employee in the Plan terminates employment, he may request a refund of the value of his account less any withholding taxes or have his account transferred to the RRSP of his choice. The employee will receive his funds within thirty (30) days of Manulife Financial receiving his election.
- If an employee in the Plan terminates employment, he will complete the appropriate Group RRSP form prior to receiving termination clearance.
- (l) If an employee in the Plan dies, his beneficiary will receive the value of his account.
- (m) If an employee in the Plan retires, he may transfer the value of his account to another RRSP, or purchase a Registered Retirement Income Fund, or purchase a lifetime pension.
- (n) If an employee receives notice of layoff, he will advise the Company, in writing, his intentions with regard to withdrawing from the Group RRSP account or transferring his account should he not return from recall and his employment with the Company is, therefore, ended. He will fill out the forms required by the Plan, but will leave the date blank. Once the Company and the Union are satisfied the

employee is not returning, the Company will date the form and forward it to Manulife Financial, with a copy to the Union and the employee.

- (o) RRSP deductions will not be made for short-term recalls.

## **Article 22 - REGISTERED RETIREMENT SAVINGS PLAN EMPLOYEE/EMPLOYER CONTRIBUTIONS**

- 22.01 Effective November 23, 2014, the Company will remit to an individual Registered Retirement Savings Plan/Defined Contribution (RRSP) on behalf of all employees covered under this agreement. Membership in the plan will be mandatory (upon completion of probation) for all employees covered under this agreement.
- 22.02 (a) Commencing on the applicable date following ratification of this agreement, the Company will make contributions equal to three percent (3%) of an employee's annual eligible income (excluding overtime and non-taxable earnings) into each employee's RRSP account. This contribution will be submitted to the RRSP during the week following each pay period. In addition, the Company will remit RRSP deductions in the same amount of three (3%) of an Employee's eligible income (excluding overtime and non-taxable earnings) less any amounts which are already remitted under Clause 21.
- (b) Commencing April 21, 2018 the Company will make contributions equal to four percent (4%) of an employee's eligible income (excluding overtime and non-taxable earnings) into each Employee's RRSP account. This contribution will be submitted to the RRSP during the week following each pay period. In addition, the Company will remit RRSP deductions in the same amount of four percent (4%) of an Employee's eligible income (excluding overtime and non-taxable earnings) less any amounts which are already remitted under Clause 21.
- (c) Commencing April 21, 2019 the Company will make contributions equal to five percent (5%) of an Employee's annual eligible income (excluding overtime and non-taxable earnings) into each Employee's RRSP account. This contribution will be submitted to the RRSP during the week following each pay period. In addition, the Company will remit RRSP deductions in the amount of five percent (5%) of an employee's eligible income (excluding overtime and non-taxable earnings) less any amounts which are already remitted under Clause 21.
- (d) The Company may refuse to permit more than one (1) change per calendar year in the amount of deduction selected by the employee.

The employee authorization shall indicate the total annual percentage of funds to be deducted during the calendar year. In forwarding this money to the RRSP the Company agrees to indicate the employee's name, social insurance number, account number and the amount of money being forwarded to each account if applicable.

## **Article 23 – BULLETIN BOARDS**

- 23.01 The Company agrees that it will furnish the Union adequate space for the purpose of posting notices regarding Union business and Union social matters. Copies of the notices will be submitted to the Company senior management before posting and will be posted in accordance with mutually acceptable regulations. The Company reserves the right to refuse to post any notice which does not properly fall within the scope of Union business or Union social matters. There shall be no other distribution or posting by the Union or employees on the Company's property of pamphlets, advertising or political matters, notice of any kind, or literature other than herein provided. In addition, no petitions of any kind are to be circulated in the plant or in any department thereof without first having approval of the officers of the Union and senior management of the Company.

## **Article 24 – HEALTH AND SAFETY**

- 24.01 The parties hereto agree that health and safety regulations laid down by the Canada Labour Code, and including Bill C-45 (Criminal Liability of Organizations), shall be strictly enforced in order to avoid sickness and accidents. Health and safety requirements and conditions as outlined in the Canada Labour Code shall be adhered to and a Joint Health and Safety Committee shall be established in accordance with the requirements of the Canada Labour Code. This committee shall be composed of at least two (2) members of the bargaining unit and at least two (2) members of the management.

The Committee will meet at least once a month during regular working hours and on an urgent basis as required. At least once every quarter the Committee must tour the facilities, noting specific problem areas.

Copies of minutes of all meetings will be forwarded to the Union Executive and to the Company Vice President and General Manager.

- 24.02 Joint Health and Safety Committee members shall be permitted reasonable necessary time with pay during working hours to perform health and safety functions on the Company premises, provided that they shall report to their manager and obtain permission before leaving their jobs. This permission shall not be unreasonably withheld.
- 24.03 All lost time accidents must be investigated by the Joint Health and Safety Committee and their recommendations submitted to and considered by senior management.
- 24.04 Where protective clothing and/or equipment of an other-than-normal nature is required as per the Canada Labour Code – i.e., dust control, static elimination, cleaning processes, etc. – it will be supplied by the Company, at no cost to the employee. Where the Company and the Union agree that specific safety equipment and/or clothing beyond Canada Labour Code guidelines is necessary for the job, employees who refuse to wear such equipment and/or clothing may be subject to discipline. Similarly, employees will not be required to perform the job if the agreed-to protective clothing and/or equipment is not available.

#### **Article 25 – TRAVEL EXPENSE REPORT**

- 25.01 Employees who are required to travel on any day including Saturdays, Sundays or general holidays, will be entitled to straight time rates for all time spent travelling to a maximum of eight (8) hours in a twenty-four (24)-hour period. No employee will lose his normal pay by virtue of any travel time taken into consideration when computing overtime.
- 25.02 Travelling time starts when actual travel begins and is deemed to end in the first or any consecutive twenty-four (24)-hour period when a permanent, intermediate or temporary destination is reached.
- 25.03 (a) Application for advance and travel expense reports must be approved by the Vice President and General Manager, or his designate.
- (b) An employee who has a temporary travel advance must submit an expense report immediately upon return. No further advance will be made until the previous advance has been accounted for.
- (c) Receipts for hotel, limousine, taxi fare and other actual and reasonable costs, will be required, including meals unless a per diem rate has been agreed to prior to the trip, and must be attached to the expense report.
- (d) The appropriate work order number or expense account number must be indicated whenever possible.

#### **Article 26 – PLANT CLOSING**

- 26.01 The Company will comply with the Canada Labour Code requirements as they relate to plant closures, with the exception of severance pay, which will be as described in Article 8.08.

#### **Article 27 – TECHNOLOGICAL CHANGE**

- 27.01 The Company will comply with the Canada Labour Code requirements as they relate to technological changes, which shall include notice to the Union prior to the introduction of any new equipment, process or conducting of business.

#### **Article 28 – SCHEDULES, LETTERS OF UNDERSTANDING AND DEFINITIONS**

- 28.01 The parties agree that Schedules “A” and “B”, “Definitions”, and “Letters of Understanding” attached to this Agreement and all Letters of Understanding which are subsequently dated later than the date of ratification of this Agreement shall form a part of this Agreement.

#### **Article 29 – DURATION OF AGREEMENT**

- 29.01 This Agreement shall remain in force and effect through to the 21<sup>st</sup> day of **April 2030**, and thereafter from year to year, unless either party hereto notifies the other, in writing, within the one hundred twenty (120)-day period

prior to any such termination date, of its desire to modify the terms of this Agreement or to terminate it, or within the one hundred twenty (120)-day period prior to the expiration of any subsequent period of twelve (12) calendar months.

**Article 30 – WAGE INCREASE**

Company and the Union agreed to the following wage increase, for the duration of this Agreement. (Wage Scales in schedule A1, A2, A3, A4 and A5)

- April 22, 2025 – 4% increase with full retroactivity on base rates only
- April 22, 2026 – 3% increase
- April 22, 2027 – 3% increase
- April 22, 2028 – 3% increase
- April 22, 2029 – 2% increase

**IN WITNESS WHEREOF:**

The parties, with their signatures below, have agreed to the conditions set forth in this Agreement.

For the Employer

For the Union

De Havilland – Calgary

IAM Union, Local 2583

*Mark Lenci*

Mark Lenci (Feb 2, 2026 10:14:10 MST)

*Kyle Franzen*

**SCHEDULE A-1**Rates of Pay for the Period **April 22, 2025, to April 21, 2026**

Occupational Classification	Grade							
	1	2	3	4	5	6	7	8
1. AMO Component Technician	42.07	39.93	37.73					
2. Inspector, Manufacturing and Distribution	43.00	39.93	37.73					
3. Janitor	24.34	22.14						
4. Machinist	42.07	39.93	37.73	36.27	33.39	31.25	28.82	22.60
5. Apprentice Machinist					-	-	-	-
6. Manufacturing Tech	42.07	39.93	37.73	36.27	33.39	31.25	28.82	22.60
7. Material Handler	33.17	32.35	29.47	27.29	23.41	20.03		
8. Plant Maintenance Technician	42.07	39.93	37.73					
9. Plant Maintenance Apprentice (Electrician, HVAC, Plumber)	42.07	39.93	37.73					
10. Special Process Tech, Mfg. and Dist.	42.07	39.93	37.73	33.17	31.52	27.48		
11. Welder	42.07	39.93	37.73					
12. Apprentice Welder	-	-	-	-	-	-	-	-

**SCHEDULE A-2**Rates of Pay for the Period **April 22, 2026, to April 21, 2027**

Occupational Classification	Grade							
	1	2	3	4	5	6	7	8
1. AMO Component Technician	43.33	41.13	38.86					
2. Inspector, Manufacturing and Distribution	44.29	41.13	38.86					
3. Janitor	25.07	22.80						
4. Machinist	43.33	41.13	38.86	37.36	34.40	32.19	29.69	23.28
5. Apprentice Machinist	-	-	-	-	-	-	-	-
6. Manufacturing Tech	43.33	41.13	38.86	37.36	34.40	32.19	29.69	23.28
7. Material Handler	34.16	33.33	30.35	28.11	24.11	20.63		
8. Plant Maintenance Technician	43.33	41.13	38.86					
9. Plant Maintenance Apprentice (Electrician, HVAC, Plumber)	43.33	41.13	38.86					
10. Special Process Tech, Mfg. and Dist.	43.33	41.13	38.86	34.17	32.47	28.30		
11. Welder	43.33	41.13	38.86					
12. Apprentice Welder	-	-	-	-	-	-	-	-

**SCHEDULE A-3**Rates of Pay for the Period of **April 22, 2027, to April 21, 2028**

Occupational Classification	Grade							
	1	2	3	4	5	6	7	8
1. AMO Component Technician	44.63	42.36	40.03					
2. Inspector, Manufacturing and Distribution	45.62	42.36	40.03					
3. Janitor	25.82	23.48						
4. Machinist	44.63	42.36	40.03	38.48	35.42	33.16	30.58	23.98
5. Apprentice Machinist	-	-	-	-	-	-	-	-
6. Manufacturing Tech	44.63	42.36	40.03	38.48	35.42	33.16	30.58	23.98
7. Material Handler	35.20	34.32	31.27	28.95	24.83	21.25		
8. Plant Maintenance Technician	44.63	42.36	40.03					
9. Plant Maintenance Apprentice (Electrician, HVAC, Plumber)	44.63	42.36	40.03					
10. Special Process Tech, Mfg. and Dist.	44.63	42.36	40.03	35.20	33.44	29.15		
11. Welder	44.36	42.36	40.03					
12. Apprentice Welder	-	-	-	-	-	-	-	-

**SCHEDULE A-4**Rates of Pay for the Period of **April 22, 2028, to April 21, 2029**

Occupational Classification	Grade							
	1	2	3	4	5	6	7	8
1. AMO Component Technician	45.97	43.63	41.23					
2. Inspector, Manufacturing and Distribution	46.99	43.63	41.23					
3. Janitor	26.60	24.18						
4. Machinist	45.97	43.63	41.23	39.63	36.48	34.16	31.50	24.70
5. Apprentice Machinist	-	-	-	-	-	-	-	-
6. Manufacturing Tech	45.97	43.63	41.23	39.63	36.48	34.16	31.50	24.70
7. Material Handler	36.26	35.35	32.65	29.82	25.58	21.89		
8. Plant Maintenance Technician	45.97	43.63	41.23					
9. Plant Maintenance Apprentice (Electrician, HVAC, Plumber)	45.97	43.63	41.23					
10. Special Process Tech, Mfg. and Dist.	45.97	43.63	41.23	36.26	34.44	30.02		
11. Welder	45.97	43.63	41.23					
12. Apprentice Welder	-	-	-	-	-	-	-	-

**SCHEDULE A-5**

Rates of Pay for the Period of **April 22, 2029, to April 21, 2030**

Occupational Classification	Grade							
	1	2	3	4	5	6	7	8
1. AMO Component Technician	46.89	44.50	42.06					
2. Inspector, Manufacturing and Distribution	47.93	41.95	39.64					
3. Janitor	27.13	24.66						
4. Machinist	46.89	44.50	42.06	40.42	37.21	34.84	32.13	25.19
5. Apprentice Machinist	-	-	-	-	-	-	-	-
6. Manufacturing Tech	46.89	44.50	42.06	40.42	37.21	34.84	32.13	25.19
7. Material Handler	36.99	36.06	33.30	30.42	26.09	22.33		
8. Plant Maintenance Technician	46.89	44.50	42.06					
9. Plant Maintenance Apprentice (Electrician, HVAC, Plumber)	46.89	44.50	42.06					
10. Special Process Tech, Mfg. and Dist.	46.89	44.50	42.06	36.99	35.13	31.86		
11. Welder	46.89	44.50	42.06					
12. Apprentice Welder	-	-	-	-	-	-	-	-

**Premiums**

Evening Shift premium – 5x2 Shift or 4x3 Shift	\$2.50/hour for all hours worked
Weekend Worker Schedule	\$5.00/hour for all hours worked
Saturday and Sunday premium – 4x3 Shift	\$0.70/hour for all hours worked
Trade License premium (as required by classification-see LOU No. 2)	\$1.50/hour for all hours worked  *\$ 2.25/hour for all hours worked (April 22, 2026)
Lead Hand premium (when applicable)	\$2.00/hour for all hours worked  *\$ 2.50/hour for all hours worked (April 22, 2026)
Inspector Grade 1 premium	\$1.00/hour for all hours worked
Shop Certification Authority premium	\$0.40/hour for all hours worked
<ul style="list-style-type: none"> <li>The above premiums that have been increase will come into effect as of April 22, 2026</li> </ul>	

## **SCHEDULE B**

### **A. Occupational Classification – Job Description**

Every employee covered by this Agreement shall be classified under an occupational classification and job description appropriate to the work normally and regularly assigned to him. The occupational classification, though indicating as clearly as possible the general nature of the work performed, serves only as a distinguishing reference and is not to be taken as a statement of job content. New employees shall be informed in writing of their occupational classification and grade. The occupational classifications in which employees may be classified are those listed under Item K.

### **B. Revisions and New Occupational Classifications**

To provide appropriately for new work or for substantial change in work normally and regularly assigned, the Company may revise any occupational classification affected or prepare a new occupational classification. This is to be done in consultation with the Negotiating Committee with rates of pay for such classifications and grades shall be subject to agreement of the Union.

### **C. Qualifications of Employees**

In determining qualifications for classification purposes, the Company will, at its discretion, credit a new or transferred employee with previous experience and training acquired outside the Company or in another department, provided that such experience and training is equivalent in value to the Company for the experience called for in the subject occupational classification and grade. An employee shall be expected to carry out the duties of his trade, but this shall not be interpreted to mean that an employee shall refuse to render assistance of a temporary nature as required or in the event of an emergency or shortage of work.

Progression from one grade level to another will occur provided the employee demonstrates the knowledge and ability required under the new grade. The employee will be required to pass a qualification level or trade test which may be comprised of one or a combination of written, oral or practical examinations. Such test shall be based only on the requirements of the occupational classification and grade the employee is claiming; however, time required by an employee to complete a given job and/or the quality of the work done will be deciding factors.

### **D. Re-grading or Reclassification**

All reclassifications and re-grading of employees are dependent upon his possessing the knowledge and ability required under the new grade or occupational classification.

1. All Occupational classification re-grading shall occur at twelve (12) month intervals (re-grading). During each re-grading the employee's progression to the next grade shall be determined at the discretion of the Company in the presence of a qualified, senior bargaining unit employee in the same classification, and shall be based on the criteria set out in Schedule B. If requested by the employee, the Company will provide the necessary training and a structured progression plan to assist Employees in advancing through the levels of their job classifications within the designated time period. Employees are responsible for completing all required tests, assessments, and applications necessary to meet the progression requirements of their job classifications. These decisions will also be based on operational requirements and needs at the time and communicated as such to the Employee.

### **E. Part-time and Temporary Employment**

In the event there is a requirement for regular part-time or temporary full-time employment, the Company will, where possible, offer the position to qualified employees on layoff. This will not constitute a recall or be subject to the terms and conditions of Article 8. Part-time employees will only work a maximum of twenty-four and three quarters (24.75) hours in a work week.

Employees filling regular part-time or temporary full-time positions would not be eligible for benefits as per Article 18, other than life insurance for regular part-time employees once probation is completed (Clause 18.04 1. (b)).

The maximum allowable number of regular part-time employees will not exceed two (2) in any occupation classification, with the exception of Manufacturing Technician Occupation Classification where four (4) part-time employees will be permitted.

No temporary full-time employee may work for more than three (3) consecutive months, and may not work for more than six (6) months within any period of twelve (12) consecutive months.

**F. Purpose of Job Descriptions**

Job Descriptions govern the occupational classification and grade of employees and their work assignment.

**G. Application of Job Descriptions**

1. The Job Description describes typical and normal requirements. These requirements are characteristic of the job and illustrate a level of difficulty of work, and are not intended to list or describe all work operations or tasks done within the grade.
2. The Job Description distinguishes the job from all other jobs.

**H. Occupational Classification and Grading of Employees and Work Assignment**

1. An employee will be classified and graded on the basis of the work he normally and regularly performs. He is correctly classified and graded if the distinguishing elements in the Job Description for his occupational classification and grade are recognizable in the work normally and regularly assigned to him.
2. An employee is not necessarily required to perform all the work contained in the Job Description for his grade, provided he is doing the work that distinguished the grade.
3. As part of promotion procedure, an employee may be required to perform some of the work of the higher grade for a period not to exceed three (3) months, under guidance, supervision and instruction, in order to qualify for advancement.
4. An employee should be qualified to, and may be required to, perform the work of the lower grades of his occupational classification.

**I. Selection of Lead Hand**

The selection of Lead Hands will be governed by the following major points in order of merit as listed:

1. Initiative, personality and ability to supervise.
2. Technical qualifications and experience.
3. All other items being equal, seniority will govern the choice.
4. Must be at highest grade within their occupational classification. In the case where the highest grade employees decline lead hand appointment, the next lower grade may be offered lead hand.
5. Contractors to be used as lead hands only when the proper skill set or endorsements are not present internally, provided, that the contractors will train employees to meet the requirements and that training takes place as soon as possible.

**J. Lead Hand**

Responsible to respective shop manager to ensure their personnel have been assigned to tasks within their capabilities. Responsible for employees as assigned to him by the shop manager.

Will be responsible to be familiar with and understand the Detailed Procedure Manual and the Canadian Aviation Regulations pertaining to maintenance of aeronautical products and/or other Company and Governmental Regulations applicable to the occupational classification.

Assist personnel in proper procedures, methods and practices to be followed in each job function.

Ensure that the correct tooling and test equipment is being used for the job.

Conduct the work shift in an efficient and productive manner to accomplish as much work as possible with the time and materials available.

Co-ordinate all work performed so that all items requiring inspection are inspected in a timely manner and, as applicable, with the Quality Control Inspector on the job.

Ensure that the personnel for which he is responsible observe all safety precautions.  
Ensure the proper use, care and storage of Company equipment on his shift.  
Responsible for the cleanliness of the work areas used during his shift.

Note: A Lead Hand is not expected to administer discipline to other members of the bargaining unit. He is, however, expected, through his direction, to minimize errors or omissions by those working under his control and where problems do arise to act promptly in the prevention of further difficulties by counselling to the employee or employees and, as warranted by circumstances, to promptly report, with full details, job incidents or accidents to the direct manager.

## K. Outline of Job Descriptions for Occupational Classifications and Grades

### 1 AMO Component Technician

- **Upon retirement of current incumbent, we will remove "AMO Component Technician" job classification from the CBA.**
- **DHPA does not perform the functions outlined in the job description for an AMO Component Technician. The position was "grandfathered" as there is a current incumbent in this position. He is expected to retire in 2026.**
- **The role has been replaced with a Manufacturing Technician to allow greater flexibility in operations and allows for development opportunities for the employees of DHPA.**

#### 1.1 Work Performed

Overhaul, repair, modify, service, troubleshoot and functional-test components of aircraft component systems.

#### 1.2 Knowledge and Ability

Grade 1 – Requires an in-depth knowledge of Company procedures and policies. Must also have an in-depth knowledge of aircraft components and be knowledgeable as to components' functions in the system.

Grade 2 – Requires a working knowledge of aircraft components, their functions, working pressures and fluid types. Be familiar with aircraft standards, the use of manuals and shop methods and practices.

Grade 3 – Requires a basic knowledge of aircraft components, standard methods and practices and the use of manuals.

## 2 Inspector, Manufacturing & Distribution

### 2.1 Work Performed

Required to inspect work of all tradesmen during the manufacture of aeronautical components. Required to carry out receiving, in process, final and shipping inspections. Required to inspect, using the necessary equipment, aircraft raw materials, standard parts, sub-assemblies and components, with respect to condition, certification compliance to specification/drawing and for proper identification. Required to complete inspection reports and documents related to manufacturing and distribution. Required to use inspection and measuring equipment and read drawings and specifications.

### 2.2 Knowledge and Ability

Grade 1 – Must have a thorough knowledge of the complete Manufacturing and Distribution plant operation. Must have a thorough knowledge of the Manufacturing and Distribution procedures and documentation and thorough knowledge of associated inspection techniques

and equipment. Requires good communication skills, ability to read, interpret and inspect in accordance with manufacturing drawings and specifications. Must be able to use precision measuring instruments and be familiar with all types of materials used for the manufacture of aeronautical components.

Grade 2 – Must have a working knowledge of Company procedures and policies with respect to manufacturing and distribution. Must have an in-depth knowledge of shop practices. Must be proficient with the use of precision measuring instruments, reading drawings and interpreting specifications.

Grade 3 – Must have a working knowledge of Company procedures and policies with respect to manufacturing and distribution. Must have a working knowledge of shop practices. Required to use precision measuring instruments, read drawings and interpret specifications.

### **3 Janitor**

#### **3.1 Work Performed**

As assigned, required to carry out janitorial procedures within the plant using appropriate products, equipment and techniques in a safe manner.

#### **3.2 Knowledge and Ability**

Grade 1 – Requires a thorough knowledge of janitorial products, equipment and procedures as well as proven work experience in the field.

Grade 2 – Requires a general knowledge of janitorial products, equipment and procedures.

### **4 Machinist**

#### **4.1 Work Performed**

Demonstrates safe working practices in the machining, fabrication, and modification of aeronautical components. May also be required to assist in the development of modifications and the preparation of preliminary sketches to tooling or final assemblies. It is understood that the programming function is not unique to Machinists and this function exists in the other job classifications including non-bargaining units.

#### **4.2 Knowledge and Ability**

Grade 1 – Has completed a recognized apprenticeship training or has satisfied the Company as to his experience and ability. Requires a thorough knowledge of layout and development as well as methods and procedures of fabrication, weldability and heat treatment, etc. Must have the knowledge and ability to use all machine shop equipment without supervision.

Grade 2 – Has completed 3rd year apprenticeship training or has satisfied the Company as to his experience and ability. Requires a working knowledge of layout and development as well as methods and procedures of fabrication, weldability and heat treatment, etc. Must have the knowledge and ability to use all machine shop equipment, and is competent to work directly from drawings and perform all operations in his trade under normal supervision.

Grade 3 – Has completed 2nd year apprenticeship training or has satisfied the Company as to his experience and ability. Must be able to read necessary drawings. Requires a working knowledge and ability to use all machine shop equipment and must be able to use precision measuring tools.

Grade 4 – (pay rate equal to Mfg Tech Gr4)

- Ability to create medium hard CNC programs from G-Code or from CNC software (e.g. Mastercam).
- Ability to read G-Code.
- Ability to do medium hard setups on the CNC machine and run a program from the machine control or CNC software.
- Can operate and program a Coordinate Measuring Machine (CMM).

- And/or can operate manual machine shop machines with or without direction.
- Ability to deburr parts while machines are running.
- Can read blueprints.
- Is fully capable of using all measuring equipment and can check their own work.

Grade 5 – (pay rate equal to Mfg Tech Gr5)

- Ability to create simple CNC programs from G-Code or from CNC software (e.g. Mastercam).
- Ability to read G-Code.
- Ability to do simple setups on the CNC machine and run a program from the machine control or CNC software. Can operate and program a Coordinate Measuring Machine (CMM).
- And/or can operate all manual machine shop equipment with some proficiency.
- Ability to deburr parts while machines are running.
- Can read blueprints.
- Is fully capable of using simple measuring equipment and can check simple work e.g. Micrometer/Caliper.

Grade 6 – (pay rate equal to Mfg Tech Gr6)

- Can operate CNC machines.
- Ability to load material and run a program.
- And/or operate manual machine shop machines with some direction.
- Can operate a Coordinate Measuring Machine (CMM).
- Ability to deburr parts while machines are running.
- Can read blueprints.
- Is familiar with measuring equipment and can check simple work e.g. Micrometer/Caliper.

Grade 7 – (pay rate equal to Mfg Tech Gr7)

- Is familiar with or has some experience operating CNC machines.
- And/or is familiar with and can operate some manual machine shop equipment.
- Is familiar with measuring equipment and can check simple work e.g. Micrometer/Caliper.

Grade 8 – (pay rate equal to Mfg Tech Gr8)

- This is a learner category.
- Must be willing to listen, learn and take direction.

## 5 Manufacturing Technician

It is understood that the Manufacturing Technician category is intended for work related to manufacturing activities. It is not intended that work done by other existing occupational classifications will be performed by the Manufacturing Technician.

### 5.1 Work Performed:

Required to carry out manufacturing activities within the Manufacturing and Distribution Organization (MDO). Dependent on grade, these include, but are not limited to, planning and implementation of manufacturing processes, operation of manufacturing equipment and tooling, use and maintenance of company documentation systems in keeping with the provisions of the Company MDO Manufacturing Policy Manual and Detailed Procedures Manual requirements and of the Company general procedures and policies relating to the MDO.

### 5.2 Knowledge and Ability:

Grade 1. – Must meet all the requirements of Grade 2 and be able to perform major assembly work without supervision.

Grade 2. – Must meet all the requirements of Grade 3 and be able to perform minor assembly work with minimal supervision.

Grade 3. – Must meet all of the requirements of Grade 4 and be able to perform minor sub-assembly

work with minimal supervision.

- Grade 4. – Requires a thorough knowledge of the MDO Policy and Procedures with respect to aircraft parts manufacturing, materials, tooling, and documentation, as well as an ability to share this knowledge with fellow workers and to establish/plan work procedures in a timely fashion, with minimal supervision.
- Grade 5. – Requires a working knowledge of the MDO Policy and Procedures with respect to aircraft parts manufacturing, materials, tooling, and documentation. An ability to apply established work procedures in a timely fashion, with limited supervision.
- Grade 6. – Requires a basic knowledge of the MDO Policy and Procedures with respect to aircraft parts manufacturing, materials, tooling, and documentation. An ability to follow established workprocedures, with normal supervision.
- Grade 7. – Requires an understanding of manufacturing procedures and materials and a desire and ability to learn. Close supervision is required.
- Grade 8. – Entry-level position requiring a rudimentary understanding of manufacturing procedures and a desire and ability to learn, with constant supervision.

## **6 Material Handler**

This classification encompasses the duties of Truck Driver, Shipper & Receiver, and Storeskeeper. Material Handlers must hold a valid driver's license, with a good driving record.

### **6.1 Work Performed**

Responsible for the efficient operation of any specific stores section, including tool crib, shipping and receiving, within the Company. Assist with the set-up of periodic checking of physical inventory. Required to pack, ship and receive all materials pertaining to the Company and maintain all required records of material movements including the issuing and raising of the Company packing slips, maintaining records of all serialized components being shipped or received. Responsible for maintaining all the required records for international shipments including customs documentation. Responsible for the delivery, receipt and security of materials in his charge and be familiar with the operation and care of Company-operated vehicle. Required to work with and assist technical lead hands from various shops in the reporting, maintaining and expediting (via Purchasing) of parts. Be able to work with the proper reports to monitor the movement of material.

### **6.2 Knowledge and Ability**

Grade 1 – Must have an in-depth knowledge of Company procedures and policies with respect to materials, and a good knowledge of the operation of each stores section in the Company. Must be familiar with the Company's physical inventory count procedures.

Grade 2 – Must have a good working knowledge of aircraft parts/tools and be familiar with Hazardous Goods requirements.

Grades 3 and 4 – Must be proficient with packaging, shipping and receiving procedures. Be familiar with aircraft parts/tooling and be proficient with issue, return and replenishing procedures. Must have the understanding of issuing, maintaining and monitoring records for the movement of material.

Grades 5 and 6 – No working knowledge required at inception of employment.

## **7 Plant Maintenance Technician**

### **7.1 Work Performed**

Required to monitor and maintain all physical plant facilities and equipment including, but not limited to, electrical, mechanical, HVAC, and structural as well as heavy maintenance for aircraft maintenance support and manufacturing support equipment used in the Company's day to day activities.

## 7.2 Knowledge and Ability

- Grade 1 – Requires a thorough knowledge of the physical plant facilities and equipment, its monitoring and maintenance procedures as well as associated products, standards, trades and regulatory codes. As well, a thorough knowledge of the aircraft maintenance and manufacturing support equipment, its monitoring, maintenance procedures, standards, trades, and regulatory codes. Must hold appropriate valid trade journeyman certification or equivalent, a valid driver's license with a good driving record.
- Grade 2 – Requires a working knowledge of the physical plant facilities and equipment, its monitoring and maintenance procedures as well as associated products, standards, trades and regulatory codes. As well, a working knowledge of the aircraft maintenance and manufacturing support equipment, its monitoring, maintenance procedures, standards, trades, and regulatory codes. Must hold a valid driver's license with a good driving record.
- Grade 3 – Requires a basic knowledge of general physical plant facilities and equipment, its monitoring and maintenance procedures as well as associated products, standards, trades and regulatory codes. As well, a basic knowledge of the aircraft maintenance and manufacturing support equipment, its monitoring, maintenance procedures, standards, trades, and regulatory codes. Must hold a valid driver's license with a good driving record.

## 8 Special Process Technician, Manufacturing & Distribution

### 8.1 Work Performed

Required to carry out special process functions within the Manufacturing and Distribution Organization (MDO). These include, but are not limited to, the preparation of manufactured aircraft parts to receive protective coatings, and the application of such protective coatings. Specialized protective coatings meeting rigid OEM standards include alodine, anodize, and specialized primers and paints. Documentation in keeping with the provisions of the Company MDO Policy and Procedures Manuals and of Company general procedures and policies relating to the MDO.

### 8.2 Knowledge and Ability

- Grade 1 – Requires a thorough knowledge of MDO procedures and policies with respect to the application of the special protective coatings, particularly as they relate to materials, procedures and documentation used in the MDO environment. Must possess a demonstrated knowledge of the specialized process shop equipment, its operation and maintenance, as well as a demonstrated proficiency in applying that knowledge.
- Grade 2 – Requires a working knowledge of MDO procedures and policies with respect to the application of the special protective coatings, particularly as they relate to materials, procedures and documentation used in the MDO environment. Must possess a working knowledge of the specialized process shop equipment, its operation and maintenance, as well as a proficiency in applying that knowledge under the direction of others.
- Grade 3 – Requires a basic knowledge of MDO procedures and policies with respect to the application of the special protective coating, particularly as they relate to the materials, procedures and documentation used in the MDO environment. Must possess a basic knowledge of the specialized process shop equipment, its operation and maintenance, as well as ability in applying that knowledge under the direction of others.
- Grade 4. Requires a good understanding of manufacturing procedures and chemical process line with minimal supervision and will have a working knowledge of drawing interpretation.
- Grade 5. Requires basic knowledge of manufacturing procedures and chemical process line with normal supervision and must have a basic understanding of drawing interpretation.
- Grade 6. Entry level position with the desire and willingness to learn the manufacturing procedures and chemical process line with constant supervision.

## 9 Welder

### 9.1 Work Performed

Demonstrates safe working practices in the welding of aeronautical components and assemblies. May perform minor sheet metal work to gain access for welding preparation.

### 9.2 Knowledge and Ability

Grade 1 – Must have passed through a recognized apprenticeship training or have satisfied the Company as to his experience and ability; competent to work directly from drawings and perform all operations of his trade without direction from others; requires a thorough knowledge of aircraft materials, processes and heat treatments and is able to carry out any repair schemes without the direction of others. Must have a thorough knowledge of all types of welding shop equipment.

Grade 2 – Requires a thorough knowledge of aircraft materials, processes and heat treatment, and be able to carry out any repair schemes with normal direction of others. Must have a thorough knowledge of all types of welding shop equipment.

Grade 3 – Requires a knowledge of aircraft materials, processes and heat treatment and is able to carry out repairs after direction from others. Must have a thorough knowledge of welding shop equipment.

**Letter Of Understanding No. 1**

**LETTER OF UNDERSTANDING - (SICK DAYS AND PERSONAL DAYS)**

between  
De Havilland Parts and Aerostructures  
(the “Company”)  
– and –  
IAM UNION, DISTRICT 14, LOCAL 2583  
(the “Union”)

**SICK DAYS**

Effective December 1, 2022 Division XIII of the Canada Labour Code (CLC), states each employee is entitled to up to ten (10) days of medical leave of absence with pay per calendar year. This is not in addition to entitlements outlined in Article 18.07; while this letter is in effect, Article 18.07 will not apply.

**A. Definition:**

Sick days are for:

- Personal illness or injury;
- organ or tissue donation;
- attending medical appointments during work hours, or
- quarantine.

Employees are entitled to take medical leave with pay when their employer:

- schedules them to work, or
- reasonably expects them to be available for assigned work

An employee is not permitted to take medical leave with pay on a day the employer does not schedule or expect them to be available for work.

**B. Eligibility and Entitlement:**

An employee’s entitlement to sick days for the calendar year will be in accordance to:

- a. Employee must complete an initial 30-day qualifying period of continuous employment to be eligible
- b. After completing the initial 30-day qualifying period, employees earn their first three (3) days of medical leave with pay. Employees within their first year of employment will continue to accrue one (1) medical leave day per month, up to a maximum of 10 (ten) days within the calendar year.

Entitlement will be based as per the chart below:

<b>Date</b>	<b>Days</b>	<b>Date</b>	<b>Days</b>
<b>January</b>	10	<b>July</b>	8
<b>February</b>	10	<b>August</b>	7
<b>March</b>	10	<b>September</b>	6
<b>April</b>	10	<b>October</b>	5
<b>May</b>	10	<b>November</b>	4
<b>June</b>	9	<b>December</b>	3

- c. Existing employees, who have completed 1 year of service, will have ten (10) medical leave days with pay front-loaded in their time bank as of January 1 each year.
- d. Sick leave may be taken in half-day increments.

#### Certificate

An employer may require, in writing, that the employee provide a certificate issued by a health care practitioner certifying that the employee was incapable of working for the period of their medical leave.

An employer may require a medical certificate from an employee who takes medical leave with or without pay:

- no earlier than after five (5) days of consecutive leave
- no later than 15 days after the employee's return from leave

#### **C. Termination of Employment:**

- a. Upon termination of employment (i.e. resignation, with cause or without cause), an employee will be eligible for payment of accrued but unused sick days. Payment will be made in accordance with Canada Labour Code.
- b. If the employee exceeded his entitlement at the time of his departure, the Company will claw back any excess days paid to the employee. If the employee has not taken all his entitled sick days at termination, there will be no payout.

#### **PERSONAL DAYS**

In accordance with the Canada Labour Code (CLC), each employee is entitled for up to five (5) days of personal leave per calendar year. The Company may request that you provide supporting documents concerning the reasons for the leave. The Company may request this up to 15 days after your return to work. You must provide supporting documents if it is possible to obtain and provide them.

#### **A. Definition:**

Personal days are to:

- take care of health obligations for any member of your family or care for them;
- take care of obligations related to the education of any family member under age 18;
- manage any urgent situation that concerns you or a family member;
- attend your citizenship ceremony under the Citizenship Act, or
- manage any other situation prescribed by regulation.

Employees who have completed three (3) consecutive months of continuous employment with the same employer, will be eligible to receive five (5) days, the first three (3) days of leave are paid.

Each period of leave will be at least one (1) day.

**This LOU will remain in effect for the term of this agreement.**

**Letter Of Understanding No. 2**

between  
De Havilland Parts and Aerostructures  
(the "Company")  
- and -  
IAM UNION, DISTRICT 14, LOCAL 2583  
(the "Union")

**Trade License Premium**

It is agreed that, effective April 22, 2009, employees will be paid a trade license premium as required by their classification. This means that, since an AME license is not a requirement for Manufacturing tasks, employees possessing this license will not be paid the license premium. However, the current employees (as listed below), who now possess a valid AME license, will continue to receive the AME license premium.

William Reddaway

John Challand

Gerard St. Gelais

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