

**COLLECTIVE BARGAINING  
AGREEMENT**

**PRODUCTION UNIT**

**between**



**NEW FLYER  
INDUSTRIES CANADA ULC**

**and**

**CAW  TCA**

**Local 3003**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA  
(CAW - CANADA) AND ITS LOCAL 3003**

**Effective from  
April 1, 2012 to March 31, 2015**

## **PREAMBLE**

This Agreement is made and entered effective the 1st day of April, 2012, by and between New Flyer Industries Canada ULC. (hereinafter referred to as "the Company"), Winnipeg, Manitoba, and National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) and its Local 3003 (hereinafter referred to as "the Union").

The Company and the Canadian Auto Workers Union are committed to the concept of equal opportunity in the workplace and both parties are devoted to promoting this principle. Moreover, providing fair and equitable treatment for all employees is best achieved in an environment where all individuals interact with mutual respect for each others' rights.

Witnesseth that the parties hereto and the employees covered by this Agreement agree as hereinafter follows.

## **ARTICLE 1 - PURPOSE**

- 1.01** The mutual interest of employer and employee is recognized by this Agreement for the operation of Company properties under methods that will promote to the fullest extent, safety to the employee, economy of operation, quality and quantity of output, cleanliness of the plant and protection of property; and it is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, individually and collectively for the advancement of these conditions.
- 1.02** The Union undertakes to cooperate fully with Management in reducing absenteeism, wherever possible.

## **ARTICLE 2 - RECOGNITION**

- 2.01** The Company recognizes the Union as the sole and exclusive bargaining agent for its employees in the Bargaining Unit set forth in the Certification Order issued by the Manitoba Labour Board on the 25th day of May, 1995 under Certificate No. MLB No. 5138.
- 2.02** This Agreement shall not pertain to any employee of the Company other than those specifically set forth in the aforementioned Manitoba Labour Board Certification.
- 2.03** No part time employee shall do any work within the scope of the aforementioned certification order and/or this Collective Agreement.
- 2.04** Supervisory personnel shall not perform work regularly performed by employees in the Bargaining Unit, except under the following circumstances:
- A)** For testing or inspecting machinery or equipment.
  - B)** For instruction or training.
  - C)** For experimentation with respect to plant or system performance or operations.
  - D)** In case of emergency affecting the safety of employees, risk, danger or damage to equipment, for such time as is necessary to overcome the emergency.
  - E)** In situations of overtime as set out in Article 18.

Such necessary periods shall not be abused.

**ARTICLE 3 - RESPONSIBILITIES OF THE PARTIES**

**3.01** The Union and Company are bound to observe the provisions of this Agreement.

**3.02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

**ARTICLE 4 - RESERVATIONS OF MANAGEMENT FUNCTION**

**4.01** It is the exclusive right of the Company to operate and manage the affairs in which it is engaged and to direct its working forces. Such rights, without limiting the foregoing, include, but are not limited to: the right to hire, determine the job qualifications of employees, classify, promote, transfer, layoff, recall, test; to discipline, suspend with or without pay, or discharge for just cause; to determine the number of employees to perform the work; to control and regulate the use of all equipment and to schedule the work; to determine the products, machinery and tools to be used; to determine the utilization of all machinery, tools and equipment. The administration of the foregoing shall be consistent with the provisions of this Agreement.

**4.02** The Company and union having agreed on the Plant Rules and Regulations, appended to this Agreement (Appendix "B") and forming part of this Agreement, do agree that such rules and regulations shall stand for the duration of this Agreement and it is further agreed that save and except for 4.03 following, any changes or

amendments to such shall be implemented only upon agreement between the Company and the Union.

- 4.03** Observing the responsibilities placed on the Company by the Workplace Safety and Health Act, Safety and Health Rules may be added to, deleted or amended from time to time by the Company and shall be exempt the conditions of Article 4.02. Such changes shall be consistent with Article 26 and posted within the plant for a period of five (5) days prior to taking effect.
- 4.04** It is understood and agreed between the parties that there will be no contracting out of work normally performed by Bargaining Unit employees where it is feasible for such work to be retained in house. Contracting out of work may occur where there is a lack of ability in house due to capacity or capability. Should there be a necessity to contract out any work that cannot be performed by employees in the Bargaining Unit the Company shall meet and discuss with the Union the reasons for the necessity for the work to be contracted out. It is agreed by the Company that in the event that Bargaining Unit job security is threatened every attempt shall be made to bring back any contract or subcontract work that can be performed by the Bargaining Unit to prevent loss of job security. The Company shall supply a list monthly of work that is being contracted out detailing the type of part and the reasons.
- A)** It is agreed that all materials and services contracted out prior to October 1st, 2001 are exempt from future consideration in regards to language in Article 4.04.

**4.05** In discussions held during the 2006 round of negotiations between the parties, the Company raised concerns regarding the language of the collective agreement on contracting out, and how the Company believed it to be an impediment to productivity and plant competitiveness. The Union in reply stated that they did not view it as an impediment but without this type of protection saw the job security of its members threatened, especially without a commitment to work either being brought back into the facility or other work in sourced to offset any contracting out that may occur. The parties therefore recognize that the language of Article 4.04 and related clauses remain the same, with the exception of as it relates to some selected activities and/or components which can be contracted out/outsourced as a result of cost or productivity issues such as high damage, expertise, logistic, safety or environmental concerns. The Company will use its best efforts to follow a process prior to making a determination to outsource any of this non-core work by:

1. examining the process to improve the necessary productivity,
2. considering capital investment,
3. a combination of 1 and 2.

In the event the Company anticipates a decision to outsource work pursuant to this Article 4.05 the Union shall be provided with:

1. The reasons for such decision;

2. The anticipated number of bargaining unit employees who would be adversely affected, if any;
3. A minimum of thirty (30) calendar days' notice prior to the implementation of such decision.

The purpose of the notice period is to review with the Union the decision to outsource, and to look for alternative processes that could keep the work in house. The Union shall be provided with full access to relevant material considered by the Company to assist its ability to suggest alternative solutions to the proposed outsourcing.

The parties shall also review work that may be brought back into the facility or new insourcing or investment that will offset the outsourced work. It is agreed that the overall potential loss of jobs shall be less than sixty (60) employees during the life of this Agreement.

The Company agrees to consider approaches to mitigate any job loss that may occur as a result of outsourcing, which approaches shall include the use of transfer, attrition, and/or the offering of early retirement incentives. The provisions of this Article 4.05 shall apply if there is a reduction of employees in a department where surplus employees are transferred within a 180 day period.

- 4.06** Short term contracting out requirements are generally considered under Article 4.04 (i.e. it will only occur if there is no capacity or capability) (almost exclusively capacity). The Company will

identify if a situation is under Article 4.04 so that there is no misunderstanding.

Production capacity meetings occur weekly where the Plant Manager and Primary Superintendent determine if they have capacity\capability issues. Information on specific parts once determined will be forwarded to the Unit Chair and Co-Chair by Plant Manager. The Plant Manager or designate will meet with the Chair, Co-Chair and the Bargaining Rep in the affected area within three (3) working days when requested on specific information\communication.

If an issue arises outside of the production capacity meetings that will require contracting out, the Plant Manager will advise via email as soon as reasonably practical of the need to do so and will meet if requested.

Monthly meetings are good and should continue for discussion of trends, forecasting and any specific concerns. It is helpful if the union gives the Plant Manager any questions, concerns, or suggestions in advance of the meeting so that a response can be considered and discussed at the meeting. Monthly meetings will be held on the first Thursday of each month.

#### **ARTICLE 5 - NO DISCRIMINATION**

**5.01** The parties to this Agreement agree that there shall be no discrimination within the context of the Human Rights Act of the Province of Manitoba.



**5.02** Complaints in respect of allegations of discrimination shall be dealt with in accordance with Articles 9 and 12 of this Agreement.

#### **ARTICLE 6 - NO STRIKES OR LOCKOUTS**

**6.01** There shall be no strikes during the term of this Collective Bargaining Agreement. The foregoing shall not apply to Section 15 of the Labour Relations Act of Manitoba. No Officers, Representative or Steward of the Union shall authorize, instigate, aid or condone any such activities. The Union, its Officers, Representatives and Stewards shall make every attempt to get the workforce back to work, should there be any violation of this clause.

**6.02** There shall be no lockout during the term of this Collective Agreement. Neither the Company nor any representative of the Company shall authorize, instigate, aid or condone any such activities.

#### **ARTICLE 7 - UNION SECURITY**

**7.01** During the lifetime of this Agreement the Company is hereby authorized, and agrees to deduct from the pay of all employees covered by this Agreement regular bi-weekly Union dues.

**7.02** Upon official written notification signed by at least two authorized officials of the local Union, the Company agrees to act on any changes from the present dues and initiation fees, and to carry out deductions from employees covered by this Agreement, in such amended amounts. However, in no case will the Company compute

or deduct other than uniform bi-weekly amounts of dues.

**7.03** Deductions shall take place on each bi-weekly pay period.

**7.04 A)** The Company agrees to remit such deductions to the Financial Secretary of the Union forwarded to the Local 3003 Office in a timely fashion, and shall provide the Union with a list of names from whom such deductions were made and identify additions and/or deletions from the previous list.

**B)** The Company will record the amount of each employee's deduction for Union Dues on Income Tax T4 slips.

**7.05** The Company agrees to deduct initiation fees of fifteen (\$15.00) dollars, and any one time Special Assessments from members of the Union, when authorization is presented as outlined in Article 7.02.

**7.06** The Union agrees to indemnify the Company and save it harmless from any and all claims which may be made against it, for the amounts deducted from the wages of employees under this Article.

**7.07** The Company agrees to pay into a special fund three (0.03) Cents per hour per employee for all compensated hours on and after April 01, 2009 for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of trade union functions. Such monies shall be paid on a quarterly basis into a trust fund to be established by the National Union, CAW

and sent by the Company to the following address:

CAW Paid Education Leave Leadership Fund  
205 Placer Court  
North York  
Willowdale, Ontario  
M2H 3H4

The Company agrees to provide the Local Union and Chairperson with a list of hours on a quarterly basis.

- 7.08 A)** The Company agrees that members of the Union, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time when necessary, said leave of absence to be intermitted over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.
- B)** The Union agrees that the selection of members in 7.08 (A) shall be limited to seven (7) in number and to only one member per department at any one time.
- 7.09 A)** An employee selected by the Union and required for Official Union Business of the Bargaining Unit or the Local may be granted a leave of absence without pay for the length of time necessary to fulfill such obligation provided the leave is applied for a minimum of five (5) working days where practicable prior to the leave commencing. Such leave shall not be unreasonably denied. Leaves of absence under this article may be extended

if requested no later than five (5) days prior to expiry.

- B)** For the purpose of attendance at Educational Courses and Seminars sponsored by the Union, the Company will grant a leave of absence without pay for a maximum of two (2) working days to a number of employees, maximum number of employees not to exceed the number of Grievance Committee members provided such leave is applied for a minimum of twenty (20) working days where practicable prior to the leave commencing. The Company shall not be required to grant such leave more often than once in any calendar month to the Bargaining Unit. In the event the number of employees seeking such leave creates operational difficulties for the Company, it is agreed that the parties will meet to determine a suitable lesser number of attendees.
  - C)** An employee elected by the Union as an officer of the National Union will be granted a leave of absence without pay to attend meetings of the National Union provided such leave is applied for by the employee a minimum of twenty (20) working days prior to the leave commencing. The Company shall not be required to grant such leave more often than once in each three (3) month period and the time requirement to attend the meeting shall be confirmed by the regional office of the Union.
- 7.10** Employee's selected by the Union as delegates to any convention of the Union at the National or Local level, shall be granted a leave of absence

without pay to a maximum of five (5) working days for a total of four (4) employees to fulfill such obligation. This leave must be requested in writing by the employee and approved by an officer of the local or designate at least ten (10) working days prior to the leave commencing. However, for the purpose of a Bi-annual Convention of the Union, the Company may consider approving leave of absence for an additional two (2) delegates and such leave shall not unreasonably be withheld by the Company, nor shall the privilege be abused by the Union.

- 7.11** With respect to Union leaves, (Article 7.08, 7.09, 7.10 and 7.12) the Company shall continue to pay the employees and provide benefit coverage. The Company will bill the local Union for the applicable lost time, and in the case of leaves under Article 7.12, benefit coverage cost.
- 7.12 A)** An employee who is (i) appointed, selected or elected to work for a Local Union, or (ii) appointed or elected to a position on the Staff of the National Union, or (iii) appointed, selected, or elected by the Union to the Staff of the Canadian Labour Congress, or to the Staff of a Provincial, County, City or Regional C.L.C. Council, Winnipeg Labour Council or Manitoba Federation of Labour, shall at the written request of the Union receive temporary leaves of absence for periods not less than three (3) or more than thirty six (36) months. Not more than two (2) employees may be on leave under this Article 7.12 at any one time.
- B)** A leave of absence may be granted an employee for other union activities, including Canadian or international relief work

projects, upon the written request of the National Union to the Director, Human Resources of the Company.

- C) Upon return from any such leave of absence, the employee shall be re-employed at work generally similar to that which the employee did last prior to the leave of absence and with seniority accumulated throughout said leave of absence.

**7.13** There shall be no Union activity during Company time other than that specifically provided for in this Agreement.

**7.14** Any employee who is a member of the Union or becomes a member of the Union shall remain a member of the Union during the lifetime of this Agreement.

**7.15** The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union security and dues check off. A new employee shall be advised of the name and location of all Union representatives. The Employer agrees that a Union representative will be given an opportunity to interview all new employees within regular working hours, without loss of pay, for twenty (20) minutes on the first day of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union. The Company will provide the Union with at least forty eight (48) hours notice of the date of interview.

**7.16** Company shall supply names, in alphabetical order, addresses and telephone numbers to the Local Union and the Unit Chairperson on a quarterly basis.

**ARTICLE 8 - GRIEVANCE AND BARGAINING COMMITTEE**

**8.01** The Company agrees to recognize the members of the Committees established by the Union for the purpose of grievance or bargaining with the Management, as outlined below.

**8.02** The Bargaining Committee selected by the Union shall be responsible for the negotiations of any succeeding Collective Agreements, and/or new classification rates of pay, with the Management. The Company shall recognize the Bargaining Committee consisting of the Unit Chairperson, Unit Co-Chairperson, six (6) members, all of whom shall be employees of the Company, and non-employee Union representatives.

**8.03** The Grievance Committee (Shop Stewards), selected by the Union shall be responsible for the adjustment of any dispute within the meaning or application of the Agreement.

**8.04** The Grievance Committee shall be made up of selected Union Stewards, not exceeding one (1) steward to each thirty (30) employees. For the purpose of meetings with Management to adjust any dispute, the total number of Union Grievance Committee personnel attending shall not exceed two (2) members.

**8.05** The Union shall promptly notify the Company in writing of the names of persons elected or

appointed to the positions on the committees referred to above.

- 8.06** The Union acknowledges that Shop Stewards, Committee persons, Health and Safety Representatives or Union officials employed by the Company will continue to perform their regular duties on behalf of the Company and they shall report to their Supervisor and obtain authorization before leaving their jobs for the purpose of carrying out duties in respect to grievance and safety matters. Such authorization shall not be unreasonably denied. The Company reserves the right to establish the time and time limits to perform such functions. However, this reservation shall not be unduly restrictive by the Company or the privilege abused by the Union.
- 8.07** The Company agrees to compensate the Grievance Committee, at straight time rates for actual time lost in meetings with Company officials when presenting grievances. Grievance meetings (Article 9) will normally take place during normal hours of work.
- 8.08** The Company agrees to compensate Company employees of the Bargaining Committee, at straight time rates, for all time spent in direct negotiations with the Company during normal working hours, excluding any negotiations carried on while the Company is strike bound.
- 8.09** The Company agrees that, for dealing with employee complaints under this Agreement, a National Union representative shall be allowed access to the plant, subject to the right of the Company to designate the time and place of the meeting and the number of employees, not less than two (2) to attend the meeting. Such



meetings are to be arranged through the Human Resources Department Director.

- 8.10** The parties to this Agreement affirm that it is the intent of this Agreement to further harmonious relations between employers and employees by encouraging the practice and procedures of collective bargaining between employers and unions as the freely designated representatives of employees. To this end, the Company agrees that no disciplinary action shall be taken against any employee for participation in the activities of Union business as defined and under conditions set forth within this Agreement.
- 8.11** No Union Representative or Workplace Safety and Health Committee (Safety Committee) member shall be discriminated against for presenting the concerns of the employees to Management.

#### **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01** The purpose of this Article is to establish procedure for discussion and prompt settlement of grievances related to the application and interpretation of the provisions of this Agreement and all Appendices thereto.
- 9.02** It is the purpose of this Article to settle complaints promptly and no grievance will be processed if the event or circumstances on which it is based occurred or originated more than ten (10) working days prior to the time the grievance is first presented to the employee's immediate Supervisor or designate. In the event that an employee is absent from work due to vacation, sickness or approved leave of absence, and the

circumstances leading to the complaint originate during such period of time, the employee will have ten (10) working days upon return to work in which to register the complaint.

The Company will take disciplinary action within ten (10) working days of the Company's knowledge of the incident giving rise to the discipline providing that the employee and the Supervisor are at work during this period. If either party is absent, the time limits will be extended until such time the parties are at work.

In situations where an investigation that may result in discipline of an employee, including written warnings or demerits, is undertaken by the Company, Union representation of the employee's choice, where available will be present unless the employee declines that right.

Should the circumstances leading to the complaint aforementioned involve a suspension, termination or layoff, when the employee is on vacation, is on sickness benefits or leave of absence as in Article 27.01, then the time periods for lodging such complaints shall be:

- A)** Vacation - within ten (10) working days of the originally scheduled date of return to work.
- B)** Leave of Absence (Article 27.01) - within ten (10) working days of the originally scheduled date of return to work.
- C)** While on sickness benefits - within fourteen (14) working days of the posting by registered mail of notice of discipline to the employee's last address shown on Company records, and to the Union, in which case the

Union may file a grievance on the employee's behalf.

The time limits set out herein are mandatory and failure to grieve within the time limits shall mean the complaint or grievance is abandoned and deemed settled.

- 9.03** Subject to Article 9.02, all employees who believe that the Agreement has been violated in respect to themselves, should discuss their complaint with the immediate Supervisor or designate, accompanied by a Grievance Committee person if desired by the employee or the Supervisor, prior to commencing the grievance procedure.

Recognizing the importance of the full discussion between the Supervisor and employee in clearing up misunderstandings and preserving harmonious relations every effort should be made at this point to resolve the complaint. Should the employee feel that the complaint has not been properly resolved, it may then proceed to Step No. 1.

**STEP NO. 1**

The grievance shall be presented to the proper Company designate in writing within two (2) working days of the complaint discussion previously set out. A grievance shall be presented on a form provided by the Union within the time limits set out in Article 9.02 and shall show the Article(s) of this Agreement alleged to be violated. The grievance shall be signed by the grievor and by a Grievance Committee person.

The Company designate accompanied by another Company representative will meet with the grievor and two (2) Grievance Committee persons within the next two (2) working days of the presentation of the grievance to discuss the issue(s) at hand. It is agreed that one (1) steward is to conduct the meeting while the other steward is to take notes.

The Company designate shall answer the grievance in writing on the grievance form and return one copy thereof to the Grievance Committee person within the next two (2) working days of the Step No. 1 grievance meeting.

If the employee is not satisfied with the decision rendered at this stage, appeal is afforded through Step No. 2.

#### **STEP NO. 2**

Failing settlement at Step No. 1, an appeal in writing on a form provided by the Union and signed by the Grievance Committee person must be presented to the proper company designate within the next two (2) working days of the decision tendered in Step No. 1. The Company designate receiving the Step No. 2 grievance alone or accompanied by a second shall meet with two (2) Grievance Committee persons within the next two (2) working days of receiving the Step No. 2 grievance to discuss the appeal. It is agreed that one (1) steward is to conduct the meeting while the other steward is to take notes.

The Company designate shall answer the grievance in writing on the grievance form and return a copy to the Grievance Committee

person within the next two (2) working days of the Step No. 2 meeting.

### **STEP NO. 3**

If a settlement is not reached at Step No. 2 following the receipt of the Company's decision, the matter may be appealed in writing on a form provided by the Union and signed by the Chairperson. The Step No. 3 appeal shall outline why the Step No. 2 decision is not acceptable and shall be delivered to the Human Resources Department within three (3) working days of the Company's decision in Step No. 2.

The Senior Human Resources representative of the Company and/or his designate accompanied by another Management representative, shall meet with the Grievance Committee within six (6) working days after receipt of the grievance.

Upon mutual agreement, arrangements will be made to have the Shop Steward involved in the Step No. 3 meeting. Requests will not be unreasonably denied.

Within five (5) working days of the aforementioned meeting, the Senior Human Resources representative of the Company and/or his designate shall present the Company's final decision in writing to the Chairperson.

### **UNION TO GRIEVE**

**9.04** The Union may file a grievance, alleging violation or misinterpretation of any provisions of the Agreement, with the Human Resources Department. A grievance filed under this clause shall take the form of a Step No. 3 grievance.

However, the time limitations, Article 9.02 shall be strictly applied.

**COMPANY TO GRIEVE**

**9.05** The Company may bring forward and give to the Union, any grievance with respect to alleged violation or misinterpretation of any provisions of the Agreement. The time limits set out in Article 9.02 shall strictly apply.

The Union and the Senior Human Resources representative and/or his designate shall meet to discuss the grieved issue within three (3) working days of the grievance being presented to the Union. The Union shall render its decision to the Company (Human Resources Department) within five (5) working days of the aforementioned meeting. A grievance filed by the Company under this clause shall take the form of a Step No. 3 grievance.

**9.06** At Step No. 3 meetings, either the Union or the Company shall have the right to have a National Union Representative of the Union present.

**9.07** Should the Company or Union fail to respond to a grievance in the time limits set forth, except as provided in 9.08 of this Article, the grievance will be deemed to have succeeded, as per remedy sought in the event of the Company failure to respond and deemed abandoned should the Union fail to respond.

**9.08** The time limits set out in this Article shall be strictly observed. It is understood, however, that the parties may mutually agree in writing in respect to any grievance to extend and/or waive any of the time limits imposed on either of them.

**9.09** It is understood and agreed that where a grievance involving inequities or errors in rates of pay, and holiday payments arise, the liability of the Company will not exceed two (2) regular pay periods preceding the filing of the grievance. Likewise, bearing in mind the procedures set out in the notification of rates of pay and entitlement to the employee, the Company shall be restrained from recovering overpayments for periods in excess of two (2) regular pay periods. A knowledge of employee's rate of pay and entitlement is a joint responsibility of the employee and the Company. In the event of an error or inequity arising in rates of pay for vacation purposes, the periods shall be limited to a period equal to the employee's vacation entitlement.

**9.10** For the purposes of the foregoing sections of this Article, the term "designate" shall mean,

**A)** A person employed by the Company in a non-bargaining unit capacity.

**B)** A person normally employed in a Supervisory or Management capacity.

The names of "designate" in Step No. 1 and Step No. 2 shall be posted by the Company on Company notice boards, and a copy sent to the Chairperson.

## **ARTICLE 10 - ARBITRATION**

**10.01** Failing settlement or an abandonment pursuant to Articles 9 and 11 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 if referred by written notice to an arbitrator and copied to the Company within thirty (30) days after the date on which the final answer was due under the grievance procedure. It is understood and agreed that the parties may mutually agree in writing to extend the time limit for arbitrator referral by an additional thirty (30) days.

Failure to refer the grievance or question by written notice to an arbitrator within the time limits above after the date on which the final answer was given under the grievance procedure shall mandatorily mean that the grievance is deemed to be settled and abandoned.

**10.02** The grievance referred to arbitration shall be heard by a single arbitrator who shall chair and conduct the arbitration with all the powers conferred upon an Arbitration Board by the Labour Relations Act, of the Province of Manitoba.

**10.03** The arbitrator shall be selected from the panel hereinafter, commencing with the first arbitrator listed hereinafter and each successive matter referred to arbitration shall be offered to the next named arbitrator in numerical sequence after the arbitrator who has heard the last previous arbitration. If any arbitrator is unable or unwilling to sit on a matter referred to him for arbitration, the matter shall be offered to the next arbitrator in numerical sequence. The panel of arbitrators shall be:



1. A. Peltz
2. M. Werier
3. G. Wood
4. D. Jones
5. B. Graham

**10.04** Further to Article 10.03, should any named arbitrator become permanently unable or unwilling to sit as an arbitrator, then all matters for arbitration shall be referred to the next named arbitrator.

Should all named arbitrators become permanently unable or unwilling to sit as arbitrators, then:

- A)** The Company and Union Bargaining Committees shall meet and endeavour to name a new arbitrator(s) within ten (10) working days.
- B)** If the endeavour in (A) is unsuccessful, then the Arbitration Board selection process shall be carried out in accordance with Sec. 103 of the Labour Relations Act of the Province of Manitoba.

**10.05** No person who has a pecuniary interest in a matter before the Arbitration Board, or who is acting, or has within a period of one year prior to the date on which notice of desire to submit the matter to arbitration is given, acted as solicitor, counsel, or agent of any of the parties to the arbitration, is eligible for appointment as a member of the Arbitration Board or shall act as a member of the Arbitration Board.

- 10.06** The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor shall he alter, modify or amend any part of this Agreement.
- 10.07** The decision of the arbitrator with respect to a matter coming within his jurisdiction pursuant to the provisions of this Agreement shall be final and binding on both parties hereto, and upon any employee or employees concerned in or affected by the decision.
- 10.08** Each of the parties hereto shall bear one half (1/2) the expenses of the arbitrator appointed.
- 10.09** Where a grievance is submitted to arbitration, then the designated arbitrator shall attempt to sit, hear the grievance and render a decision on the matter within thirty (30) working days of the grievance being processed to arbitration.
- 10.10** The time limits set out in this Article are mandatory. However, they may be amended by mutual consent of the parties in writing.
- 10.11** The parties hereto agree that if the Union or a grieving employee causes a subpoena or summons to be issued to any employee covered by this Agreement, in respect to an Arbitration Hearing or court appeal, the Union or Grieving employee shall notify the Human Resources Department of the Company at least one (1) full working day in advance of the day on which the employee is required to be absent from work by the subpoena or summons, unless such subpoena or summons is issued by the arbitrator or court's own initiative.

## **ARTICLE 11 - SUSPENSION OR DISCHARGE**

- 11.01** A claim by any employee that he has been discharged or suspended without just cause, or that he has been laid off or demoted in violation of this Agreement, shall be treated as a grievance, and a written statement of such grievance, signed by the employee must be lodged with the Company in Step No. 3 of the grievance procedure within five (5) working days immediately following the date of discharge or suspension and the case shall be disposed of within ten (10) working days after the filing of the grievance. If settlement is not achieved within ten (10) working days, the case shall immediately proceed to arbitration, as outlined in Article 10 - Arbitration, of this Agreement. Failure to initiate the grievance procedure within five (5) working days immediately following the date of discharge or suspension, or within five (5) working days following the scheduled return to work of an employee absent from work due to vacation, sickness or approved leave of absence, shall mean the complaint and/or grievance is mandatorily deemed settled and abandoned.
- 11.02** In the event of an employee being suspended, discharged, demoted or laid off, the Company shall notify the employee concerned and the Chairperson, forthwith in writing, indicating the reasons for the action. Such an employee will have the right to see his Steward prior to leaving the Company's premises. However, if the employee is absent from work, such notice may be given by the Company by posting it by registered mail to the last address of the employee as shown on Company personnel records with a copy to the Local.

**11.03** To allow the proper investigation of all incidents surrounding the discharge penalty, the employee shall be given five (5) days notice of intention to discharge. During such five (5) days notice the employee concerned shall be on suspension.

**11.04** If as a result of investigation, the discharge is rescinded then the employee shall be reimbursed for lost time. However, should the employee not be available for work or to be contacted for any reason, to be advised that the suspension has been lifted, the liability for reimbursement by the Company shall not extend beyond the end of shift on the day such decision to lift the suspension is made and reasonable attempts made to contact the employee.

**11.05** All suspensions shall commence at the beginning of the shift on the working day of the employee, following on which the disciplinary notice is given and shall run continuously for the period. Nothing herein shall be deemed to limit the Company's right to send an employee home prior to the end of shift if it is deemed the employee's further actions may leave him subject to further discipline.

## **ARTICLE 12 - DISCRIMINATION SETTLEMENT**

**12.01** Notwithstanding anything in this Agreement to the contrary, in the event that an allegation of discrimination has arisen between the parties to this Agreement, and the grievance procedure as set out in Article 9 has been followed, should the grievance not be settled satisfactorily at Step No. 3, it shall proceed to arbitration as set out in Article 10.

- 12.02** The Joint Human Rights Committee will make recommendations with respect to the delivery of anti-harassment or other training in support of Human Rights.
- 12.03** Nothing in this Article shall be construed as limiting an employee's right to complain directly to the Human Rights Commission.
- 12.04** The parties agree to establish a Human Rights Committee made up of up to four (4) representatives from the Company and up to four (4) representatives from the Union to promote awareness, education and a better understanding of Human Rights issues. The parties recognize that women in the workplace may have special needs for information or services. A Women's Advocate shall be selected by the Union as one of their representatives on the Human Rights Committee.
- 12.05** The Human Rights Committee shall meet once a month or more frequently if mutually agreed upon by both Union and Company Co-Chairs. The minutes of meetings will be posted and provided to each member of the Committee.
- 12.06** The Committee shall put forward recommendations respecting the concerns of Human Rights issues and will provide education and awareness on an ongoing basis including:
- A)** Promotion of awareness of what constitutes unlawful discrimination including harassment,
  - B)** Training recommendations in support of Human Rights matters will be made by the Human Rights Committee,

- C) Education, communication and awareness initiatives in support of Human Rights,
- D) Special initiatives to accommodate the needs of female, aboriginal, visible minority or disabled workers in our workplace,
- E) Other concerns of a Human Rights nature as identified from time to time,
- F) If an employee files a written complaint with the Committee pursuant to this Article, the Committee will commence its investigation within five (5) working days of receipt, and will investigate and provide its recommendations within eight (8) weeks of the investigation being commenced. If circumstances require extension of either time frame the Committee may do so by written consent of the Union and Management representatives.

**12.07** The Company agrees to allow members of the Human Rights Committee educational leave for a period of three (3) normal working days to a maximum of twenty four (24) hours per calendar year without loss of pay for the purpose of attending Human Rights training seminars, programs or courses of instruction as agreed to by the Joint Human Rights Committee.

**12.08** All employees must receive respectful workplace training as part of their orientation upon hire, and at least each three (3) years thereafter. This training will be jointly developed between the Union and the Company.

### **ARTICLE 13 - PRACTICE**

- 13.01** It is understood and agreed that effective the 16th of July 1986 the Company is a totally new employer which shall not be bound in any way, and without restricting the generality of the foregoing, by way of estoppel, or by interpretation of this Agreement, by past events or practices of the previous employer (i.e. The Company prior to the 16th of July 1986) under this or any other Collective Bargaining Agreement or by any other actions of any management or supervisory persons in any way and that the waiver of any of the provisions of this Agreement or the breach of any of its provisions by either of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach. Any present arbitration ruling regarding the interpretation or application of this Agreement shall be recognized as in existence.
- 13.02** It is understood and agreed that all previous Agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.
- 13.03** All Agreements between the parties shall be reduced to writing and be signed by the Chairperson of the Union and the Human Resources Representative of the Company. A copy of all agreements shall be sent to the National Representatives of the Union.

### **ARTICLE 14 - SENIORITY**

- 14.01** New employees will be considered to be probationary employees until they have worked

720 hours. During this period there will be no responsibility for re-employment if they are discharged or laid off.

The Chairperson shall be notified in writing of the name and classification of new employees, wherever possible, at least two (2) working days prior to such employee or employees commencing work. Should a probationary employee be discharged after completing 240 regular hours, the Chairperson shall be notified forthwith and the Company shall discuss the reasons for the discharge with the Chairperson. It is expressly understood and agreed that notwithstanding the foregoing, no arbitrator or arbitration board shall have any jurisdiction to reinstate or grant any relief to a probationary employee who is discharged or laid off. During their probation period, employees shall be entitled to all benefits of this Collective Agreement, not inconsistent with this Article. Should the Company be required to hire new employees, it will endeavour to recall laid off probationary employees within classification based on the ranking of their completed probationary hours.

**14.02** At the completion of the probationary period, each employee shall have their name added to the seniority list. Such employees shall receive credit from the first day of employment.

**14.03** The parties agree that it is the intent of this Agreement to encourage the application of the principle that employment security and promotional opportunity should increase with seniority.



**14.04** An employee shall lose all seniority rights and recall rights for any of the following reasons:

- A)** Quit.
- B)** Discharge - for just cause.
- C)** Failure to return to work in accordance with recall notice properly given in accordance with this Agreement.
- D)** Expiry of recall rights when on layoff.
- E)** Failure to return from Leave of Absence under Article 7, 25, or 27.
- F)** Failure to return to work in the Bargaining Unit while transferred to another position with any other CAW Bargaining Unit within the Company within twelve (12) months.
- G)** Failure to return to work in the Bargaining Unit while transferred to a salaried position within a cumulative lifetime total of twelve (12) months.

**14.05** Employees who are laid off shall not be entitled to any fringe benefits covered by this Agreement but shall continue to accrue seniority during time spent on layoff for fifty four (54) months.

**14.06 A)** Employees who transfer to positions outside of this Bargaining Unit but retain employment within any other Bargaining Unit within the Company shall have the right to elect to return to their former classification provided such election to return is made within twelve (12) months of the time of their transfer, except in cases where the employee has been terminated. For the purpose of this

Article, time spent outside of the Bargaining Unit shall not exceed twelve (12) months cumulative over the lifetime of employment. Employees who return to the Bargaining Unit under the terms of this paragraph shall take their place in the seniority structure on the basis of their frozen seniority at the time of original transfer and shall recommence to accrue seniority with effect from the date they return to the Bargaining Unit.

- B)** Employees who are promoted to salaried positions within the Company shall have the right to elect to return to their former classification provided such election to return is made within twelve (12) months of the time of their promotion, except in cases where the employee has been terminated. For the purpose of this article, time spent outside of the Bargaining Unit shall not exceed twelve (12) months cumulative over the lifetime of employment. Employees who return to the Bargaining Unit under the terms of this paragraph shall take their place in the seniority structure on the basis of their frozen seniority at the time of original promotion and shall recommence to accrue seniority with effect from the date they return to the Bargaining Unit.

**14.07** The Company shall post seniority lists, at all New Flyer Winnipeg facilities, based on the Company's records, as of June 1st, September 1st, December 1st and March 1st. The employees shall be listed in order of their seniority as per this Article. Employees' seniority in relation to each other shall be established by their position on the seniority list. A separate seniority list shall be maintained for skilled trades

pursuant to Appendix "D". Should any name or position on the seniority list be in dispute, the Company and the Union shall meet jointly to settle the matter. A copy of all seniority lists shall be forwarded to the Financial Secretary of the Local and to the Chairperson.

**14.08** Seniority shall be computed as days of service with the Company since date of last hire, less any period of time during which employees do not accrue seniority pursuant to this Agreement. In the event a dispute arises as to the seniority of two or more employees starting work for the Company on the same date, then the employee with the highest last three digits of their social insurance number shall be deemed to have the greater seniority.

**14.09** It is agreed that the seniority of employees who are affected by either occupational or non-occupational sickness or accident shall accrue during the period of sickness and/or accident.

#### **ARTICLE 15 - LAYOFF AND BUMPING RIGHTS**

**15.01 A)** In the event of layoff in excess of ten (10) working days the Company will give the employee and the Union advance notice as required by the Manitoba Employment Standards Code, or ten (10) working days whichever is greater. Conversely, an employee wishing to resign/quit shall give the Company ten (10) working days advance notice.

**B)** In the event of layoff of ten (10) or less working days the Company shall give the employee and the Union five (5) working

days advance notice except where the terms of Article 15.02 and 15.03 shall supersede this paragraph.

- 15.02** If layoff occurs due to conditions beyond the control of the Company, the notice required in Article 15.01 shall be reduced by two (2) days.
- 15.03** If layoff occurs due to emergency conditions, no notice shall be required. Emergency condition shall be defined as fire, flood, complete mechanical breakdown or conditions of similar magnitude.
- 15.04** Should an employee dispute "Emergency Conditions" or "Condition beyond the control of the Company", the employee shall resort to the grievance procedure for final settlement.
- 15.05** The Company agrees to meet with the Bargaining Committee to discuss reasons for layoff. Further the Company agrees to review and discuss with the Bargaining Committee the bumping process.
- 15.06** In the event of layoff the least senior employee in the classification affected within an Occupational Group shall be the first laid off.

An employee shall be allowed to exercise bumping rights in the following manner:

- A)** Employees who are subject to layoff under this Article may bump an employee with less seniority in the following order:
  - i. First must claim the job of a less senior employee in his Occupational Group as set out in Appendix "C".

ii. If the employee cannot retain employment as in i., he may then bump a less senior employee in any Occupational Group where he is a capable of performing the job.

iii. If the employee cannot retain employment as in i. or ii., he may then bump a less senior employee in any of the following classifications:

Assistant Machine Operator  
Assistant Production Worker  
Painter Helper  
Material Handler Forklift  
Utility Person

iv. In the event of a disagreement between the Company and the employee in respect to “capable of performing the job”, provided the employee has some basic knowledge, the employee shall be allowed to take a test for the job and if he successfully passes the test he shall be allowed to bump. The test shall be set up by the Testing Committee.

v. The Testing Committee will be composed of two (2) Union representatives as chosen by the Union and two (2) Management representatives. The Testing Committee will attempt to agree in writing as to the criteria, area, procedure and passing mark of the test. The Testing Committee will observe and mark the test in its entirety.

vi. If the Testing Committee cannot agree on any of the matters set out in para-

graph V. above, then in the event of a continuing disagreement between the Company and the employee in respect of "capable of performing the job" the employee shall be allowed to take a test as set out by the Company and if he successfully passes the test he shall be allowed to bump. If he does not successfully pass the test the employee may refer a dispute with respect to same to Step 3 of the grievance procedure within three (3) days of the completion of the test.

**B)** An employee wishing to exercise bumping rights must claim the position he wishes to bump to on a form provided by the Company for such purpose, with a copy to the Union office and to the employee.

**C)** Claims to bumping rights must be submitted within two (2) working days of the employee(s) receiving notice of layoff as in 15.01A.

**15.07** Employees affected by layoffs of ten (10) or less working days duration shall not exercise bumping rights as in Article 15.06.

**15.08** The Company shall have the right to close down the plant for purposes of stocktaking for a period not exceeding three (3) days, without being required to reimburse any employee not required for such stocktaking duties and such action shall not constitute a layoff as set out in Article 15.01, 15.02, or 15.03. Notwithstanding the foregoing, the Company will give the employees affected and the Union five (5) working days notice of such layoff.

Employees in Occupation Group #6 shall be exempt from this shutdown. Should the Company require further Bargaining Unit employees to perform stocktaking duties, as set out herein, they shall be chosen, from a list of volunteers, the most senior acceptable employees being chosen.

**15.09** When work becomes available such employee shall be offered recall as follows:

- A)** To the most senior employee who had previously held that classification and is on layoff from that classification or who has bumped from the classification another employee under the Agreement.
- B)** To the next most senior employee who had previously held that classification and is on layoff from that classification or who has bumped from the classification another employee under this Agreement.
- C)** As per Article 16.
- D)** Any employee who has bumped another employee under this Agreement shall return to the job from which he came as soon as that job is available subject to A) and B) above.

**15.10** When, during a layoff, work becomes available such work shall be offered as follows:

1. For those employees on layoff such recall shall be by telephone and registered mail to the employee's last address in continental North America, made known by the employee to the Company. Where the

employee can be contacted by telephone, the employee shall advise the Company within two (2) working days whether or not he/she will meet the recall date required by the recall notice.

2. The recall date - date required to report to work stated in the recall notice and as advised and notified to the Chairperson shall not be less than one (1) week or more than three (3) weeks from the date of notification. The date of notification shall be the day following that on which the Canada Post accepts the registered notification for delivery.
3. In the event that an employee fails to answer the recall notice, either by telephone contact or by not reporting within the prescribed time, the Company may then offer the work available to the next most senior employee who has recall rights to the classification concerned by telephone and registered letter.
4. Employees who do not accept recall to a previously held classification shall be deemed to have resigned. An employee shall not be required to accept recall to an entry level position, unless same was the last position held prior to leaving the plant.
5. Employees who do not answer a recall will in the discretion of the Company be deemed to have resigned. The company agrees to consider the employee's reasons for failure to answer a recall, and that it shall not exercise its discretion in a manner that is unreasonable.



**15.11** It is the responsibility of the employee to keep the Human Resources Department fully informed as to the employee's current address and telephone number.

**15.12** Any employee on layoff who acquires additional job skills or was not offered an opportunity to exercise their seniority on the way out of the plant will be recalled into a different classification under the following terms/conditions:

1. Must advise the Company of the skills or acquired skills.
2. Will be required to successfully pass internal testing for acceptance into the classification being recalled.
3. As job openings occur the most senior person on layoff will be recalled to the jobs available based on the above procedure.
4. Employees recalled under the above procedure will return to the classification they were laid off from as soon as the classification is available.

Should the Joint Training Committee develop in-house training it will be adequate to meet the skills required dependent upon successful passing of the test.

**15.13** An employee tendering his resignation to the Company shall have the right to withdraw such resignation if the right to withdraw the resignation is exercised within two (2) working days of the original date of tendering the resignation.

**15.14** Employees on layoff may put their names down on a prescribed form for positions that they wish to be considered for as per Article 16. A copy of the form shall be supplied to the Union Chairperson.

#### **ARTICLE 16 - PROMOTIONS**

**16.01** If the Company decides to fill a permanent vacancy, it will, provided there is no employee entitled to recall for that job, post the job for five (5) working days. An employee may apply for the job, on a form furnished by the Company, within this five (5) working day period. Within five (5) working days following the closing of the posting period, the Company will post the name(s) of any selected employee(s). The list of applicants for a posting will be retained for a period of ninety one (91) days. If no employee is selected by this posting process, then, the Company shall announce this fact and may hire an applicant from outside the Bargaining Unit. Should the Company hire an applicant from outside the Bargaining Unit they shall offer training, as outlined hereafter in the following manner. Firstly offer to the employee with the most seniority in the Occupational Group concerned who unsuccessfully applied for the job posting and thereafter in accordance with 16.06, hereafter, if no one in the Occupational Group concerned has unsuccessfully applied on the job posting.

**16.02** On the first day of posting an available position as set out in Article 16.01, the Company shall provide the Chairperson or alternate with a copy of the job posting notice. Such posting will be recorded with the job listing phone line (224-1251, extension 105) for employees who are

absent from the plant. The recording will include full information on the job posting including instructions as to how absent employees are to apply for the posted positions. Job postings created due to promotions to salaried positions will identify the possibility that the job may be reclaimed by a promoted employee within a twelve (12) month period. A copy of the list of all applicants will be provided to the Union on the date of closing.

**16.03** Within five (5) days following the decision process outlined in Article 16.01, the Company shall advise each unsuccessful applicant in writing of the reason they were unsuccessful.

**16.04** An employee who is promoted from one classification to another classification may voluntarily return or be returned to his previous classification and status within the first forty five (45) working days following such transfer. If an employee does return to his previous classification, the Company shall not be bound to comply with Article 16.01 above and shall fill the vacant position from those employees who applied on the original posting if one of those applicants is qualified. Should an employee decline to accept a job posting or decide to return to their original job classification they will not be allowed to re-apply for another posting for that classification for six (6) months from the date the posting was declined except if that employee is laid off during that six (6) month period. If no applicant on the original posting is qualified, the Company will fill the position at its sole discretion.

**16.05** In recognition of the responsibility of Management for the efficient operation of its

facilities, it is understood that in cases of promotion, the following factors shall be applied:

- A) Ability to perform the work as previously displayed within the Company.
- B) Seniority.
- C) Displayed ability within the Occupational Group in which the vacancy occurs.

**16.06** Should there be no successful candidate for a job posting as in Article 16.01, 16.04, and 16.05, then the Company may fill the position, but shall offer training to the most senior employee with the basic knowledge who unsuccessfully bid on the job to allow them to qualify for future posting.

If no employee who bids for the job unsuccessfully has the basic knowledge then the most senior unsuccessful applicant should be offered training. If the applicant chosen in accordance with this paragraph does not accept the conditions of Article 16.07 the Company shall offer the training to the next most senior employee.

**16.07** Training offered as in 16.06 shall be voluntary to the employee and the Company shall decide the number of employees to be offered the training. Employees who are offered and voluntarily accept the training may be required to take some portions of the training on their own time. Expenses incurred by employees in out-of-plant training under this program, shall be reimbursed in accordance with Article 29.05.

**16.08** Should an employee under training not be making satisfactory progress, he may be

removed from training within forty (40) days of the commencement of training, then the Company shall offer training to the next senior employee with the basic knowledge who was an unsuccessful initial applicant on the initial job posting.

Training shall be evaluated by the Training Committee concerned.

**16.09** A temporary vacancy is deemed to be a vacancy in a department created by either an employee's short term absence or by additional work requirements of the temporary nature in another department.

**A)** For the purpose of additional work requirements the following shall apply:

- i. asking for volunteers by seniority. It is understood that specific skills may be required, and seniority shall prevail in the event of similar skills;
- ii. select in reverse order of seniority, unless specific skills are required.

Should the transfer exceed sixty (60) working days the Company shall either recall a person within the classification or proceed in accordance with Article 16.01.

**B)** Temporary vacancies created by the short term absence of an employee of up to forty (40) working days shall be filled at the discretion of the Company. The Company agrees to administer such temporary transfers in a manner that is reasonable and within the spirit of this article.

C) Employees may only be transferred out of their occupational group for a total of more than forty (40) days in a six (6) month period by mutual agreement with the Union. The consent of the Union shall not be unreasonably denied.

Should the transfer exceed forty (40) working days the Company shall either recall a person within the classification or proceed in accordance with Article 16.01.

Should employees who have been transferred under this Article be required to return to their previous department at different times, seniority will determine the schedule of return unless specific skills are required.

The Union shall be advised in writing of temporary transfers exceeding five (5) days, including the name(s) of the employee(s) transferred, the reason for the transfer and the expected duration of the transfer. It is also agreed that when transferred under this Article employee(s) shall be placed into the shift rotation in the new department.

**16.10** Employees seeking a transfer to a different department within their current classification may, although no vacancy has been announced, apply to the Human Resources Department for consideration at a future date. Such application will be kept on file for a period of eighteen (18) months, and may be renewed at that time by the employee. A list of employees seeking transfer under this Article will be provided to the Union monthly. Prior to posting a vacancy under Article 16.01, the Company agrees to review the internal transfer list and place the first eligible employee.

If operational requirements do not permit placement, the Union shall be advised.

**16.11 Training Review Committee.** The Company and the Union agree that it is mutually beneficial to both parties to advance the learning of employees through education and training. The parties agree that employee training has positive effects on product quality and productivity and provides employees opportunities to expand their knowledge and improve their sense of accomplishment.

The parties further agree that employee education and training requires both co-operation and commitment of both the Company and the Union. The parties agree that seniority shall be taken into consideration in the offering of training opportunities.

Furthering this, the parties agree to establish New Flyer - CAW Training Review Committee. This Committee is to be comprised of four (4) representatives from the Union, to be designated by the Labour Management Committee and four (4) representatives from the Company. This Committee will meet on a monthly basis to address areas of concern where improved training and education are required and to act on these issues. Meetings may be held more frequently as mutually agreed by the parties.

The successful completion of a training program does not mean that an employee will be immediately advanced to the classification for which the training program is a qualifier. All promotions are subject to the job posting procedure.

The Training Review Committee will be responsible for the following:

- A) review current training programs and make improvements on them
- B) discuss and recommend training programs to reinforce basic employee skills
- C) analyze long term training needs for employees
- D) explore availabilities of external funding through training boards and other government programs and utilize these to further the education and training of employees
- E) establish working relations with educational and training institutions
- F) develop evaluation procedures
- G) make employees aware of training opportunities
- H) will participate in the research and development of programs as agreed on by the Committee

**16.12** When the Company permanently reduces a departmental complement the transfer of employees will proceed as follows, subject to sufficient skill and ability being retained within the department:

1. The list of transfer requests will be reviewed;



2. Employees will be asked to volunteer, in the event there are more volunteers than required seniority will govern;
3. In the event there are insufficient volunteers employees will be transferred in reverse order of seniority.

When the Company relocates work from one department to another the transfer of employees will proceed as follows, subject to sufficient skill and ability being retained within the Department:

1. The employee on the job will have the first option to transfer with the work if that employee declines they may be required to train another employee in the new department;
2. The list of transfer requests will be reviewed;
3. Employees will be asked to volunteer, in the event there are more volunteers than required seniority will govern;
4. In the event there are insufficient volunteers employees will be transferred in reverse order of seniority.

#### **ARTICLE 17 - HOURS OF WORK**

**17.01** The normal hours of work shall be eight (8) hours per day, five (5) days per week, Monday through Friday and such hours shall be consecutive, except where an unpaid lunch period is provided. Any changes to this scheduling shall be discussed between the parties to this Agreement.

**17.02** It is recognized that because of the nature of the Company business, and differences in work requirements between departments, all starting times of shifts and working days within the week may not be identical. However, should any changes to Article 17.03 be required, they shall be mutually agreed between the parties to this Agreement.

**17.03** Shift Definition:

DAY SHIFT - is a shift regularly commencing between 6:30 A.M. and 8:00 A.M.

AFTERNOON SHIFT - is a shift regularly commencing between 3:00 P.M. and 4:30 P.M.

NIGHT SHIFT - is a shift regularly commencing between 10:30 P.M. and 1:00 A.M.

Each shift including possible overtime will be considered as work on the day on which the shift could have commenced and shall be paid consistent with standards herein outlined.

**17.04** The Company may place any or all operations on a multi-shift basis. Where shifts are operating, the shift workers shall rotate on the basis of each two (2) weeks (bi-weekly). Where a night shift and/or an afternoon shift is required, the parties shall discuss and arrive at mutually agreed hours for such shift. When a new shift is to be commenced in any Department, the parties concerned shall be given as much advanced notice as possible, such notice not less than five (5) working days.

When the new shift is the only shift other than day shift in the Department concerned, then, when practical, the more senior employees in any classification should be given preference on shift selection to initiate the shift but shall rotate normally thereafter.

The cycle of shift rotation shall continue without interruption during the annual summer shutdown referred to in Article 20.11.

**17.05** Late starting of employees shall be treated as follows:

- A)** An employee who is late fifteen (15) minutes or less and calls in prior to the start of his scheduled shift or has a reasonable excuse for failing to do so shall not be deducted any pay for that period of lateness.
- B)** Should an employee be late in excess of fifteen (15) minutes the employee shall be deducted fifteen (15) minutes pay for each period of fifteen (15) minutes or part thereof of lateness.
- C)** Should any employee be late in excess of one (1) hour, he will be subject to any work designated to him on that day.
- D)** When an employee is absent from work, and does not report to the Company that he will be back on the job the next day, he will be subject to any work designated to him on the day he returns to work. For the purposes of this section, reporting to the Company shall mean contact either personally or by telephone with a Supervisor, or designated call in line (224-6398).

**17.06** Employees shall be granted a ten (10) minute paid rest period in the first and second half of each shift at times suitably spaced to employees and production operations. Employees scheduled to work a full two (2) hours overtime will receive a ten (10) minute paid rest period either after the regular work shift, or at the beginning of the regular work shift depending on when overtime is worked.

Where work is carried out on Saturday or Sunday which is less than eight (8) hours in duration, employees shall receive a ten (10) minute paid rest period and an unpaid lunch period suitably spaced to employee and production operations.

**17.07** Employees shall be allowed a "clean-up" period of five (5) minutes signified by a buzzer, prior to the end of each shift.

During the clean-up period employees shall:

- A)** Put away tools and equipment.
- B)** Wash up.

Note 1: Clean up schedules shall be established for work areas and shall be followed by the employees.

Note 2: After the above noted have been completed, then employees may proceed to the time clock.

**17.08** In the event of an official highway closure, employees who are affected by that closure will have the minus 40 rule waived and that time will not be used against them. Employees who live outside the city limits and are facing declining

weather conditions may, upon approval, be allowed to leave work early.

## **ARTICLE 18 - OVERTIME**

**18.01** The Company and the Union agree that overtime shall be voluntary and both parties recognize the principle that the decision to work overtime is an individual decision for each employee. Overtime shall mean hours worked in excess of eight (8) in any day or work performed on the employee's first or second scheduled day of rest, or work performed on a General Holiday, as defined in this Agreement. The normal work week for purposes of this Article shall be 12:01 A.M. Saturday to Midnight the following Friday.

### **18.02** Weekend Overtime

1. Weekend overtime determination is solely at the Company's discretion.
2. All weekend overtime offered will be in accordance with this Article and the Collective Agreement.
3. Weekend overtime canvassing will begin no later than Thursday. Upon written request from the Chairperson or designate, should a problem arise in a specific department, the Chairperson or any other steward designated shall have the opportunity to accompany any management personnel when the weekend overtime offering is being made in that department. The union agrees that they will not abuse this process.

4. There will be two separate weekend overtime lists, one for Saturday and one for Sunday. The Company will first indicate on the list the anticipated weekend overtime requirements. When offering weekend overtime, the Company will go down the list, based on seniority and ability to perform the work, until the Company has the required number of people. The spot on the list where the Company stopped will be marked. The next time the Company offers weekend overtime, the Company will begin from the spot where they left off from the previous week.
5. Employees off work all week due to: WCB, W.I., L.T.D., will not be telephoned and offered weekend overtime until they present a return to work date verified by their physician.
6. Employees who are off due to bereavement, union leave, vacation or jury duty will be required to indicate their desire to work on a "Weekend Overtime Request Form", which is available from their Supervisor, and leave a phone number where they can be reached. If no request is left then the employee will not be offered weekend overtime.
7. Employees who have requested to be offered weekend overtime on the "Overtime Request Form" will be phoned once on Thursday morning and have until Friday morning to call. One final call will be made Friday morning.
8. During shutdown only those working will be offered weekend overtime.

9. The existing minus 40 rule will still be in effect as per the Collective Agreement. If waived, requests will be made by seniority providing the employee has the ability to perform the work.
10. In "emergency/unusual circumstances only" when offering weekend overtime the Company will either canvass or telephone employees, with a Shop Steward present, from the applicable overtime list. If the Company is unable to contact the employee after one phone call their spot will be held on the overtime list and the Company will continue offering down the overtime list. If an employee is contacted and refuses, their spot will also be maintained on the list.
11. All hours offered will be equitable in each department at the Supervisor's discretion.
12. The weekend overtime list will be posted at the beginning of the week and a copy will be forwarded to the Union Shop Steward and one copy to the Chairperson.
13. If an employee is working in another department during the week when weekend overtime is offered, in accordance with Article 24.09 for the majority of the work week, he will be offered overtime in that department only, in order of seniority in accordance with the new department's overtime list. For the purpose of this article only, if an employee works in a department on a Thursday, it will be assumed that he will work there on Friday.

14. When the Company is selecting employees for weekend overtime on the first or second day of rest, probationary employees shall not be offered such overtime work until all regularly qualified employees have been offered such overtime work first.
  15. Employees that work the evening shift on Friday may sign up for weekend overtime commencing after eight (8) hours rest at their option.
- 18.03** The Union, its Officers, Representatives, Agents and Stewards, and the Company agree that they will not in any way interfere with the decision to be made by each employee as to whether he will work overtime or not.
- 18.04 A)** Work performed in excess of eight (8) hours daily shall be paid for at time and one-half (1-1/2) regular straight time rates for the first three (3) hours worked and two (2) times the regular straight time rate thereafter.
- B)** Work performed on an employee's first scheduled day of rest each week shall be paid for at the rate of time and one-half (1-1/2) regular straight time rate for the first four (4) hours and double time thereafter. However, should the employee have worked forty eight (48) hours during the regular work week he shall be paid at a rate of two (2) times regular hourly rate for all overtime hours worked on his scheduled first day of rest. Similarly should an employee accrue a total of forty eight (48) hours of work during the week during the first four (4) hours of work on his first day of rest he shall then receive a rate of two (2) times regular



hourly rate for the remainder of hours worked on his first day of rest. (i.e.: Employee has 40 hours regular time plus 6 hours overtime during the work week (Monday to Friday). He will then work 2 hours at time and one-half (1-1/2) and all remaining at two (2) times on Saturday it being his first day of rest.)

- 18.05** Work performed on a General Holiday or day assigned as a day off in lieu of a General Holiday, shall be paid at a rate two (2) times regular straight time rates, plus one (1) time regular straight time rates, and shall include premiums enumerated in other parts of this Agreement where the employee is in receipt of such premiums during the remainder of the regular work week.
- 18.06** The Union and the Company agree that if an employee accepts an offer of work during other than his normal hours of work as defined in Article 17.01, his obligation to work as offered is the same as for any of the normal hours of work on his regular shift.
- 18.07** The Union and the Company agree that since overtime is voluntary, scheduled overtime work may be cancelled by the Company without any liability, therefore accruing to the Company at any time, subject to Article 18.08.
- 18.08** The Company agrees that if it fails to notify employees of the cancellation of the overtime scheduled prior to their reporting for overtime work on a scheduled day of rest, the Company shall pay to each employee who agreed to work overtime and reported for that overtime work a minimum of two (2) times regular straight time

rates of one (1) hour's work exclusive of shift premium.

**18.09** It is agreed that overtime rates herein provided shall be amended to comply with any rates made mandatory by the Employment Standards Act of Manitoba.

**18.10** During the normal work week, where overtime is required either before or after a regularly scheduled shift, the employee (regardless of whether that employee is probationary or regular) who has worked on that specific job the majority of time, on that regularly scheduled shift, shall have the first opportunity for overtime work. Should that employee refuse, then the Company will go down the seniority list for that department, based on seniority and ability to perform the work, until the Company has filled the requirement. The spot on the list where the Company stopped will be marked, and the next time overtime is offered pursuant to this Article the Company will begin from the spot they left off. Overtime work will be offered as equitably as possible among employees, within the department concerned, who are able to do the work.

Except in the case of emergency or unusual circumstances, the Company will endeavor to offer overtime no later than one half hour prior to the end of the shift.

All hours of overtime worked by the employees shall be recorded by department and a copy shall be given to the Chairperson.

**18.11** The Company and the Union agree that the Company may assign non-Bargaining Unit

personnel to any overtime work which has been offered to Bargaining Unit employees and not accepted and/or worked by Bargaining Unit employees.

- 18.12** Employees engaged in road testing and who during such testing work a minimum of two (2) hours overtime shall receive ten (\$10.00) dollars supper money.
- 18.13** The Company shall endeavour to give notice on the previous shift of requested overtime. Failure to do so shall entitle the employee to ten (\$10.00) dollars supper money if overtime is worked in excess of two (2) hours. All supper money shall be added on the employee's next pay.
- 18.14** The Company shall not be required to offer scheduled overtime work (i.e. on the first or second day of rest) where an employee has failed to complete the regular work week of forty (40) hours straight time earnings within the normal work week as set out in Article 18.01 above unless the employee has missed the work due to absence on Workers Compensation, Bereavement Leave, Union Leave, Crown Witness or Jury duty, paid or unpaid religious observance or paid Weekly Indemnity or Long Term Disability.
- 18.15** Each employee shall be entitled to bank up to forty (40) hours of overtime at a minimum of two hour increments calculated at premium time; (i.e. 8 hours overtime at  $1\frac{1}{2} \times = 12$  hours or 8 hours overtime at  $2 \times = 16$  hours) to be utilized for pay continuation during a Christmas shutdown period. An employee shall designate their desire to bank the time at any time during the year. The process for an employee to designate overtime

as banked shall be, by way of memo to the Payroll Department before 8:00 a.m. on the Monday following such overtime. When an employee does not use their bank to cover days off for a Christmas shutdown, that employee shall be paid their overtime bank on the last pay cheque in each calendar year and the bank credit shall revert to zero.

**18.16** Lead Hands shall fall into normal rotation within their respective departments. Should the Company require a Lead Hand during overtime, they shall appoint a lead from the group of workers working that overtime period. If the nature of the overtime is such that it requires a lead with specific skill and/or knowledge then the Company shall be permitted to offer overtime to a lead out of the normal overtime rotation and shall advise the Union of this decision in advance.

**ARTICLE 19 - GENERAL HOLIDAYS**

**19.01** The following days shall be observed as General Holidays with pay although no work is performed:

New Year's Day	January 1 - as declared
Louis Riel Day	Third Monday in February
Good Friday	Friday before Easter
Victoria Day	As declared
Canada Day	As declared
Civic Holiday	First Monday in August
Labor Day	First Monday in September
Thanksgiving Day	As declared

Remembrance Day	As declared
Christmas Eve Day	December 24
Christmas Day	December 25
Boxing Day	December 26
Employee's Birthday	

- 19.02** An employee may take his birth date off with pay, the working day immediately before or after his birth date if it falls on a non working day, or any other regularly scheduled work day in lieu thereof. In the first two situations the employee shall give five (5) days written notice to the Company. Where an alternative regularly scheduled work day is requested, the employee shall give fourteen (14) days written notice to the company and the day will be granted subject to operational requirements.
- 19.03** Should any of the General Holiday(s) enumerated herein fall on a Saturday or Sunday, the employee is entitled to and shall be granted a holiday with pay on the working day immediately preceding or following the General Holiday.
- 19.04** To be eligible for payment on any of these General Holidays, an employee must have worked his last full shift immediately prior to and following such holiday.
- 19.05** Should an employee fail to work his last shift prior to and first shift following a General Holiday, he shall nevertheless receive payment for the holiday if such failure to work is because of:
- A)** Death in the immediate family.
  - B)** Absence with permission of the Company.

- C) Jury or Witness Duty.
  - D) Sickness or accident upon disability to work, established by a signed statement from a medical doctor.
  - E) Lateness of less than one (1) hour shall be extended upon presentation of verified justifiable reason.
- 19.06** Should a General Holiday fall within an employee's vacation period, such vacation period shall be extended by one day.
- 19.07** Should a General Holiday fall while an employee is on any Leave of Absence without pay, the employee shall not be paid for such General Holiday except when the General Holiday occurs within the first thirty (30) days of the Leave of Absence commencing.
- A) In cases where an employee is in receipt of Workers Compensation or Weekly Indemnity Benefits for the day of the Holiday, the Company's liability will be limited to the difference between the benefits received for that day and the amount the employee would normally have earned for eight (8) hours on that day, and the General Holiday must occur during the first thirty (30) days of such absence.
- 19.08** Payment for General Holidays shall be on the basis of eight (8) hours pay at the regular hourly rate for each employee, and shall include premiums enumerated in other parts of this Agreement where the employee is in receipt of such premiums during the remainder of the regular work week.

**19.09** In addition to the General Holidays enumerated herein, should the Federal or Provincial Government declare a holiday throughout the life time of this Agreement, such holiday shall be observed and paid as declared by the Government.

**19.10** It is not expected that employees will be required to work the evening or night shift on New Year's Eve. Should New Year's Eve fall on the employee's regular evening or night shift, the parties hereto agree to meet and to establish a suitable time for such employees to work out lost shift hours, with payment at regular straight time rates.

#### **ARTICLE 20 - VACATIONS WITH PAY**

**20.01** Each employee shall have granted to him vacation with pay depending on the length of service with the Company, since the last date of hire. For the purpose of this Article, recall from layoff shall not constitute a new hire.

**20.02** Employees who at June 30th have less than one (1) year's service shall receive vacation pay at the rate of four (4) percent of their total earnings to June 30th of that year.

**20.03** Employees who at June 30th have completed twelve (12) months worked shall receive two (2) weeks vacation pay at their current hourly rate.

**20.04** Employees who at June 30th have completed three (3) years of service shall receive three (3) weeks vacation pay at their current hourly rate. However, should an employee have completed a minimum of thirty (30) months service as at

March 31 but not three (3) years at June 30th he shall be paid vacation pay of ten (10) working days plus one (1) day for each completed month or major portion of service over thirty (30) months to allow a maximum benefit of three (3) weeks. For the purposes of Articles 20.05 and 20.06, hereafter the employee will be deemed to have completed three (3) years service.

**20.05** Employees who at June 30th have completed eight (8) years of service shall receive four (4) weeks vacation pay at their current hourly rate. However, should an employee have seven (7) years and nine (9) months service at June 30th of the qualifying year he shall also be deemed to have completed eight (8) years of service.

**20.06** Employees who at June 30th have completed fifteen (15) years of service shall receive five (5) weeks vacation pay at their current hourly rate. However, should an employee have fourteen (14) years and nine (9) months service at June 30th of the qualifying year he shall also be deemed to have completed fifteen (15) years of service.

**20.07** Employees who at June 30th have completed thirty (30) years of service shall receive six (6) weeks vacation pay at their current hourly rate. However, should an employee have twenty nine (29) years and nine (9) months service at June 30th of the qualifying year he shall also be deemed to have completed thirty (30) years of service.

**20.08** In respect to Articles 20.03, 20.04, 20.05, 20.06 and 20.07, if an employee is in a demoted position due to layoff at the time his vacation commences, he will receive the rate he would have received had there been no demotion if he



has worked at the higher rate for at least one-half of the scheduled working days of the vacation qualifying period i.e. July 1 of one year to June 30th of the subsequent year.

**20.09** The length of any employee's vacation in accordance with the provisions of this Article shall be:

- A)** Less than twelve (12) months - 10/12 of a day for each month or portion of a month worked for the period of their employment during the preceding twelve (12) month entitlement period.
- B)** One (1) year but less than three (3) years - two (2) weeks.
- C)** Three (3) years but less than eight (8) years - three (3) weeks.
- D)** Eight (8) years but less than fifteen (15) years - four (4) weeks.
- E)** Fifteen (15) years but less than thirty (30) years - five (5) weeks.
- F)** Thirty (30) years and over - six (6) weeks.

**20.10** Employees who are on layoff from the Company in excess of thirty (30) days during the vacation qualifying period will have their vacation entitlement adjusted to reflect the period for which no work has been performed for the company. This is to say that should an employee be on layoff for a period of ninety (90) calendar days during the vacation qualifying period and return to work prior to the expiry of the vacation qualifying period, the employee would receive a vacation entitlement of 60/365 less than that

outlined above, also less any entitlement that may have been paid out at the time of layoff. Employees receiving layoff notice will indicate on a form provided by the Company their option on receiving vacation pay. However, should an employee show that all endeavours to obtain other employment during the layoff were unsuccessful, the employee shall receive credit for vacation time only for periods for which E.I. benefits (Employment Insurance Commission) were received by the employee on substantiating receipt of such benefits from U.I.C.

- 20.11** The Company shall endeavour to grant a minimum of two (2) weeks vacation, to those employees so entitled, during the period July 1 to August 15 of each year. Should operating conditions necessitate a complete shutdown due to business conditions, or any cause beyond the control or without the fault or negligence of the Company, the Company reserves the right to alter the above mentioned vacation period. For any vacation over and above the two (2) weeks, the Company retains the right to determine the timing of such additional vacation period. However the Company shall consider any written request by an employee for consecutive vacations provided such request is made in writing at least four (4) weeks in advance of the employee intending to proceed on vacation.

The Company will advise the employees of the proposed dates of vacation shutdown prior to January 15 of each year. However, it is recognized that exigencies of the Company may arise which would cause an amendment to such proposed dates. The Company shall advise the employees at least ninety (90) days prior to the

actual vacation shutdown start of any amendment to the shutdown schedule.

The Company shall have the right to designate three (3) weeks to be taken for vacation purposes between July 1 and August 30 of each calendar year by method of establishing a plant shutdown during that period of time.

- 20.12** Should the operating conditions make the complete shutdown impossible, employees shall receive staggered vacation within their department (see Appendix "C") in accordance with their seniority standing as to the preference of dates. Company agrees to notify employees of the dates of Christmas shutdown, if any, prior to vacation offerings commencing. The Christmas shutdown period will not exceed two (2) weeks inclusive of general holidays. The Company and the Union will meet to discuss the timing of the shutdown and to agree on the process for selection of employees who may work during that period of shutdown.
- 20.13** No employee shall be allowed to receive pay in lieu of vacation.
- 20.14** For the purposes of this Article a year of service shall be defined as 1520 regular hours. Where an employee does not complete the required number of hours for a year of service vacation entitlements shall be prorated accordingly. For the purpose of this Article regular hours will include vacation, paid holidays, bereavement, accepted Workers Compensation Claims, and any other time paid by the Company but not worked.

- 20.15** Vacation pay, of at least five (5) days, to be paid on a separate cheque, by direct deposit no later than the last shift worked by the employee prior to going on vacation subject to twenty (20) working days notification to the Company.
- 20.16** Employees covered by this agreement, who are receiving group benefits or worker's compensation prior to the vacation shutdown and who remain disabled during the vacation period will be required to take the term period of the shutdown off as vacation if entitled, prior to their return to work unless taking the vacation disqualifies the employee from group benefits or interferes with a return to work program or a work hardening program.

<b>2012 HOLIDAY DATES</b>	
Louis Riel Day	February 20, 2012
Good Friday	April 6, 2012
Victoria Day	May 21, 2012
Canada Day (in lieu of July 01/12)	July 02, 2012
Civic Holiday	August 06, 2012
Labour Day	September 03, 2012
Thanksgiving Day	October 08, 2012
Remembrance Day (in lieu of November 11/12)	November 12, 2012
Christmas Eve Day	December 24, 2012
Christmas Day	December 25, 2012
Boxing Day	December 26, 2012
Employee Birthday	

<b>2013 HOLIDAY DATES</b>	
New Year's Day	January 01, 2013
Louis Riel Day	February 18, 2013
Good Friday	March 29, 2013
Victoria Day	May 20, 2013
Canada Day	July 01, 2013
Civic Holiday	August 05, 2013
Labour Day	September 02, 2013
Thanksgiving Day	October 14, 2013
Remembrance Day	November 11, 2013
Christmas Eve Day	December 24, 2013
Christmas Day	December 25, 2013
Employee Birthday	

<b>2014 HOLIDAY DATES</b>	
New Year's Day	January 01, 2014
Louis Riel Day	February 17, 2014
Good Friday	April 18, 2014
Victoria Day	May 19, 2014
Canada Day (in lieu of July 01/14)	June 30, 2014
Civic Holiday	August 04, 2014
Labour Day	September 01, 2014
Thanksgiving Day	October 13, 2014
Remembrance Day	November 11, 2014

Christmas Eve Day	December 24, 2014
Christmas Day	December 25, 2014
Boxing Day	December 26, 2014
Employee Birthday	

2015 HOLIDAY DATES	
New Year's Day	January 01, 2015
Louis Riel Day	February 16, 2015
Employee Birthday	

**ARTICLE 21 - JURY OR CROWN WITNESS DUTY**

**21.01** Employees required to appear as witness for the Crown or to perform Jury Duty, shall upon presentation of a claim supported by proof of having fulfilled such function, be paid the difference between their compensation for performing the function and their normal pay for regular working days involved. Employees receiving notification of a requirement to serve under this Article shall advise the Company of the requirement, on their first day at work after receiving the notification to serve.

**ARTICLE 22 - BEREAVEMENT PAY**

**22.01** In the event of death in an employee's immediate family, a leave of absence to a maximum of three (3) working days, with pay shall be granted provided the employee attends the funeral or a confirmed memorial service during the leave of

absence. In the event of the death of an employee's spouse, child or step child six (6) working days with pay shall be granted. For the purpose of this Article, the Company agrees to exercise its discretion to grant leave in the case of miscarriage or stillbirth by an employee or their current spouse.

- 22.02**
- A)** Payment shall be based upon eight (8) hours earnings at the employee's regular rate of pay, including shift premiums and temporary reclassifications. Shift premiums will be paid during the period of Bereavement Leave for the portion of the leave which the employee would have received the premium had the leave not been taken.
  - B)** No payment shall be made under this Article where an employee is on a leave of absence, sick leave, layoff or suspension.
  - C)** Should Bereavement Leave be required concurrent with or overlapping the commencement of a vacation period as set out in Article 20, then such vacation shall be subject to movement to allow completion of Bereavement Leave prior to the vacation period commencing, provided the funeral takes place during the Bereavement Leave.
  - D)** Should an employee be advised of the death of their spouse or child after having started their shift, the employee will be paid for the remaining portion of their regular shift.
- 22.03** The immediate family of an employee shall be considered to be: spouse, mother, father, children, step children, brother, sister, parents-in-law, legal wards, employee's grandparent,

common-law spouse (as recognized by statute), step-parent and grandchild.

**22.04** In the event of death of an employee's brother or sister-in-law, or son or daughter-in-law, the employee shall be granted a one day leave without loss of pay to attend the funeral.

**22.05** Should an employee be granted an unpaid leave of absence to attend a funeral, such time, to a maximum of one (1) working day, will not be considered lost time for the purpose of the attendance bonus.

**22.06** Should an employee be granted an unpaid leave of absence to attend an out of province funeral of a family member covered in Article 22.03 or 22.04, such time, to a maximum of two (2) working days, will not be considered lost time for the purpose of the attendance bonus.

#### **ARTICLE 23 - BULLETIN BOARDS**

**23.01** The Company shall supply eight (8) notice boards for Union use in mutually agreeable locations.

**23.02** Notices may only be posted on such Bulletin Boards if signed by the Executive of the Union, or Chairperson, as the Union accepting full responsibility therefore. No notice may be posted which in any way could instigate or provoke actions prohibited under Article 6.01, and no notice may be posted which contains criticism of any sort, of any individual person or persons associated with or employed by New Flyer Industries ULC.



**23.03** The Company agrees to post the names and titles of Lead Hands, Supervisors, Plant Manager, and Human Resources Managerial staff on the plant Bulletin Board and mail a copy of such list to the Chairperson of the Union Local.

#### **ARTICLE 24 - WAGE RATES**

**24.01 A)** Wages shall be paid to all employees in accordance with the schedules outlined in Appendix "A" attached to and forming part of this Agreement.

**B)** Pay days for employees on all shifts under this Agreement shall be 6:00 A.M. Thursday of every second week at which time they will be paid through Friday of the preceding week. Any shortages on an employee's cheque as a result of a company error and advised to payroll prior to 12:00 noon the following Monday of an amount equal to or greater than eight (8) hours pay for that employee will be paid to the employee by the following Tuesday.

**24.02** An employee being hired in the job classification to which he is stationed shall start at a rate not more than thirty (30) cents less than the top rate for the job group in the Schedule Appendix "A" and shall receive increases of ten (10) cents per hour upon completion of each month of service, until the top rate for the job classification is achieved.

**24.03 A)** A Lead Hand, when required, shall be appointed by the Company. When appointed a Lead Hand shall instruct and assist the

employees in the Department. The Company shall not request a Lead Hand to discipline fellow employees. He shall carry out the normal duties of his classification as required.

- B)** Employees designated as Lead Hands shall receive a premium of one dollar twenty five cents (\$1.25) per hour effective April 01, 2009 and one dollar fifty cents (\$1.50) per hour effective April 01, 2010 above the highest classification they are leading while holding appointment. When leading a classification other than their own, Lead Hands do not become qualified in that classification by virtue of leading.
- C)** When the Company has a requirement for a permanent Lead Hand, they shall make a special job posting of such requirement to allow all interested employees to make their interest known to the Company. Such job posting shall be exempt from the training requirements placed on the Company in Article 16 - Promotions.
- D)** Other than in cases of medical or other leaves of absence, when temporary lead hands are appointed for periods in excess of sixty (60) working days, the Company will post for a permanent Lead Hand. Where there is an instance of a medical or other leave of absence requiring a temporary appointment exceeding sixty (60) working days, the Company shall immediately advise the Union of the circumstances.

**24.04** An employee who is promoted from one classification to another in accordance with

Article 16.01 shall immediately receive a pay increase to the top rate for the job group in the Schedule Appendix "A".

- 24.05** Employees required to work on the afternoon shift, shall receive a premium of ninety (.90) cents per hour effective April 01, 2011 and ninety five (.95) cents per hour effective April 01, 2013.
- 24.06** Employees required to work on the midnight (3rd) shift shall work seven (7) hours including a twenty (20) minute paid lunch period, for which eight (8) hours payment shall be made. In addition such employees shall receive a premium of seventy (.70) cents per hour for regular hours worked effective April 01, 2009 and eighty (.80) cents per hour effective April 01, 2010. There shall be no pyramiding of premiums.
- 24.07** Any employee requested to return to work after completing his regular shift, and having left the premises, shall receive a minimum of four (4) hours pay at appropriate overtime rates.
- 24.08** Any employee desiring to transfer to a lower paid position in lieu of layoff, work shortage or health reasons shall maintain his former rate of pay for the first day or portion thereof of the effective date of transfer only.
- 24.09** Any employee temporarily transferred for the convenience of the Company to a lower paid position shall continue to receive his higher rate during the term of such transfer. The Company shall have the right from time to time to temporarily transfer employees to higher rated posts for the convenience of the Company. Any employee transferred temporarily to a higher

rated post for the convenience of the Company shall receive the higher rate immediately.

**24.10** Notwithstanding the classification of any present or new employee, the Company may move employees from job to job within the plant in accordance with Article 16.09 and Article 16.12.

**24.11** A Production Worker will qualify for the P-1 classification upon twelve (12) years of service with the Company, which one year is defined as 2080 hours worked. The classification of P-1 is subject to a cap of 170 employees.

#### **ARTICLE 25 - EMPLOYEE BENEFITS**

**25.01** Effective on the first day of the month following completion of thirty (30) days service, the Company agrees to make available, and the employee shall participate in the following insurance benefits as shown in the Plan Policies at the rate set out hereafter.

1. Life Insurance until retirement at \$60,000.00, increase to \$65,000.00 effective April 01, 2013. Accidental Death and Dismemberment at \$60,000.00, increase to \$65,000.00 effective April 01, 2013. The Company will make available optional life insurance for an employee's spouse and/or child(ren) at the employee's cost.
2. Temporary Disability - (Weekly Indemnity) based on 66-2/3% of salary, effective on the first day of non-industrial accident, first day hospitalization and fourth day of sickness.

Maximum benefit - 26 weeks.

3. Long Term Disability - Based on 60% of wage rate commencing on the 27th week of disability with continuation to age 65 as provided in the Plan Policy.

Note: It is understood that in 2 and 3 above, the insurer will make the necessary Income Tax deductions. The parties agree that long term disability payments will be made to employees by mail to the employee's home. Upon written request from the employee, weekly indemnity cheques will be direct deposited to the employee's bank account.

- 25.02** The Company will provide an additional dental insurance plan on the terms and conditions as fully set out in the Master Policy which in summary are:

Basic (Blue Cross Plan "B") - 100%

Major (Blue Cross Plan "C") - 70%

Annual Maximum - \$1500

Orthodontic (Blue Cross Plan "D") - 50%

Life Time Max. - \$2000 to age 25 providing person is enrolled in a recognized educational institute.

- 25.03** The company will provide the following coverages on the terms and conditions as fully set out in the Master Policy which in summary are:

Ambulance/Hospital Plan - 100%

Travel Health Plan - 100%

Extended Health Care Plan - 80%

Effective date of ratification plan expanded to cover social workers and registered practical nurses.

Family Vision Care - \$250.00 every two (2) years effective April 01, 2009

Prescription Drug Card - 80%

The Company will, upon presentation of a valid receipt, reimburse employees up to a maximum of one hundred twenty five (\$125.00) dollars every two years for eye examinations by a practising Optometrist.

Spousal coverage on benefits indicated in Article 25.02, 25.03 and 25.04 will be extended to include the same sex spouse of an eligible employee.

An employee's same sex spouse will become eligible for spousal coverage on the above benefits; twelve (12) months after the eligible employee notifies the Human Resources Department of the relationship and designates the individual as his or her same sex spouse.

**25.04** The Company will provide, effective September 01, 2006, an Employee Assistance Plan on the terms and conditions as fully set out in the Master Policy.

**25.05** The Company will provide the employees with a Vision Care Benefit which when used in conjunction with Plans set out by Manitoba Blue Cross and will reimburse the employee a maximum of two hundred twenty five (\$225.00) dollars effective April 01, 2009 for prescription

Safety Glasses. Approved safety glasses must be worn by all employees as a mandatory condition of employment.

Since the Company bears the full cost of this program, they reserve the right to change the supplier and insurer but the benefits must remain substantially the same.

The Company will pay half of the cost of laser eye surgery up to a life time maximum of five hundred (\$500.00) dollars for employees who elect to have the procedure done, effective April 01, 2014.

- 25.06** The Company will pay the premium at no cost to each employee on his/her retirement for Group Life Insurance in the sum of two thousand and five hundred (\$2,500.00) dollars.
- 25.07** The Company shall retain any rebate of Unemployment Insurance Commission premiums if and when such rebate is received.
- 25.08** Any dividends or rebates received by the company in respect to insurances, set out in this Article 25, shall be retained by the Company to offset the Company's cost sharing of such coverage.
- 25.09 A)** It is understood and agreed that an employee who has completed twenty six (26) weeks of Temporary Disability and gone onto Long Term Disability will continue to receive Life Insurance.
- B)** It is further understood and agreed that an employee who has completed twenty six (26) weeks of Temporary Disability and has gone

onto Long Term Disability will continue to receive for a period up to two (2) years from the onset of eligibility for Long Term Disability the following benefits:

Dental Plan, Ambulance/Hospital Plan, Travel Health Plan, Extended Health Care Plan, Employee Assistance Plan, and Family Vision Care.

It is also agreed and understood that the employees' access to such benefits as outlined above is based on the regular rules regarding eligibility for each benefit, and that such employee will remain a resident of Canada.

- 25.10** The parties understand and agree that the Company is not an insurer in respect of any of the benefits set out in this Article.

The sole obligation of the Company shall be to ensure that premiums are paid as required by this article. However, should the Company by error or omission fail to remit the premium from any insured to the insurer, the Company shall be liable for the benefit if it is rejected by the insurer because of such error or omission, and the employee would have been otherwise eligible for said benefit.

- 25.11** The Company agrees to continue to provide a defined benefit pension for all employees with the effective date of inception being October 01, 1984 and a benefit of forty (\$40.00) dollars per month per year of credited service in the plan effective April 01, 2012 and a benefit of forty one (\$41.00) dollars per month per year of credited service in the plan effective April 01, 2014.



Credited service will be the accrual of one (1) year of credited service for each 1800 compensated straight time hours or proportion thereof. Credited service will include the duration of time on an accepted long term disability claim up to a maximum of two (2) years, and the duration of time while an employee is in receipt of Workers' Compensation wage loss benefits.

Early retirement reduction to be one quarter percent (1/4%) for each month, for employees retiring at ages 60 and 61. If retiring before 60 the reduction will be as per actuarial equivalent reduction.

(Appendix "F" to be amended accordingly).

- 25.12** Effective January 1, 1983 all employees with a minimum of one (1) year's service shall be paid sick leave at the rate of 66-2/3% of their wage rate for a maximum of three (3) days once per calendar year, provided the employee is required to use the benefit under Article 25.01 (2) and has a three (3) day waiting period under the conditions of the Master Insurance Plan.
- 25.13** Free parking will be provided on a "first-come-first served" basis in designated areas.
- 25.14** The Company agrees to institute the Canada Savings Bond plan so that employees may purchase same. If employees wish to cancel their bond, they can do so by notifying the Bank of Canada and by notifying the New Flyer payroll department.
- 25.15** The Company agrees that all employees required to travel on Company business will be compensated in accordance with Company

policy. The policy and any updates will be provided to the Union.

**25.16** The Company agrees to make available the opportunity to purchase a computer through an approved bank loan with a financial institution selected by the Company. This plan will enable employees to have payments deducted from their pay cheque over an eighteen month period.

#### **ARTICLE 26 - SAFETY AND HEALTH**

**26.01** The Parties hereto agree that Safety Regulations laid down by the statutes of the Province of Manitoba as of April 01, 2009 shall be enforced in order to avoid sickness and accidents. They further agree that such rules for safety as may be instituted by the Company, on the recommendation of the Safety Committees, in the manner set out hereafter, will have equal effect as if they were Regulations under the Statutes of the Province of Manitoba except where such Company rule shall be in direct conflict with the Act or Regulations.

**26.02 A)** The Company and the Union agree to maintain the established Joint Health and Safety Committee in accordance with the Workplace Health and Safety Act. The union representation on this Committee shall be a minimum of two (2) and a maximum of six (6) members chosen by the union. At no time shall the number of company members outnumber the amount of union members.

**B)** Two Co-Chairpersons shall be selected to perform the duties described in the Terms of Office of the Committee. One of the Co-

Chairpersons shall be a union member chosen by the union members of the Committee. The Company will select the management member to serve as management Co-Chair.

- C) During all absences of the either co-chairperson the committee shall recognize an alternate Co-Chairperson designated by either the Company or the union as the case may be.
- D) The Committee shall meet not less than on a monthly basis during working hours. Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.
- E) The Company will pay for thirty two (32) hours of Health and Safety Education per Committee person per year.
- F) Agenda and Records of the minutes of the meetings which shall be signed by the Co-Chairs, will be distributed to the committee members, posted on the bulletin boards in accordance with the regulations and sent to the plant chairperson.
- G) The Committee shall assist in creating a safe and healthy place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate laws and regulations.
- H) The Committee shall:

- i. determine that workplace inspections have been carried out at regular monthly intervals;
- ii. receive, consider and act upon complaints respecting the safety and health of workers;
- iii. participate in the identification of risks in the workplace, including consideration of recommendations from the workplace;
- iv. develop and promote measures to protect the safety, health and welfare of persons in the workplace;
- v. recommend measures required to comply with government regulations and to correct hazardous conditions;
- vi. the union health and safety committee shall meet without company representatives for one hour prior to the committee meeting;
- vii. participate in the investigation of accidents or other dangerous occurrences that require medical attention or had the potential to cause a serious incident. All serious incidents as defined by Manitoba regulation will be investigated by the JHSC Co-Chairpersons or their designates.

**26.03** The Company agrees to make available protective safety apparel as deemed necessary by Management or as directed by the Workers Compensation Board and/or Workplace Safety

and Health Division or Safety Committee to the extent of:

- A)** Rain apparel as required for outside work.
- B)** Non-prescription Safety Glasses.
- C)** Hard hats or bump caps for employees required to use same.
- D)** Protective clothing for welders in accordance with Company policy.
- E)** Gloves for all employees where necessary.
- F)** Prescription Safety Glasses for employees requiring same shall be obtained through the Vision Care Program set out in Article 25.
- G)** The Company shall provide by November 1st, winter apparel (i.e. parkas, ski pants, toques, gloves, and footwear) for use on an as required basis. The Company will provide separate lockers in their department for this apparel. This apparel will be kept in a sanitary condition and kept in a good state of repair.
- H)** The Company will provide Abrasive Blasters with leather coveralls.
- I)** During each calendar year, the Company will make a contribution towards the cost of approved Safety Shoes which are purchased during that year by a regular employee for his own use for working in the plant. Such Company contributions shall be limited to a maximum per regular employee of \$140.00 effective April 01, 2012, and \$145.00 effective April 01, 2014. The wearing of

required safety equipment and approved safety shoes shall be a mandatory condition of employment for all employees.

Safety apparel shall be made available on an issue basis, to be used on Company business only. Used or worn safety apparel will be replaced free on an exchange basis. On termination of employment, or when articles are exchanged for new apparel, issued apparel must be returned.

**26.04** Employees suffering an industrial accident during the course of their employment shall be paid for the time lost for any visit to a doctor's office for medical attention on the day of injury. Should the employee be instructed not to return that day, the employee shall be paid for the balance of the shift not worked. For any time lost in excess of two (2) hours, the employee shall be required to furnish a doctor's certificate. The Company requires employees to provide a Doctor's note indicating they are fit to return to work from a compensable injury. Employees will be reimbursed for the cost of the fit to return to work note after providing a copy of the receipt to the Company. The Company will pay for any Doctor's report or medical certificate for bus licenses and forklift licenses for those employees who are required to drive buses and forklifts on behalf of the Company. The Company will provide to the Union a list of employees with licenses upon request. Should the seriousness of any industrial accident necessitate outside transportation to a doctor's office or hospital, such cost of transportation for any employee shall be borne by the Company.

**26.05** First Aid Officers may be appointed by the Company as required. When appointed, First Aid Officers shall receive a premium of thirty five (\$.35) cents per hour. First Aid Officers must hold levels of training as outlined by Manitoba Workplace Safety and Health Act. The Company will assure that a qualified First Aid Attendant from the Bargaining Unit will be available on each shift worked. However, where normal shift rotation does not produce a qualified First Aid Officer from the Bargaining Unit, the appointment shall be at the discretion of the Company. First Aid Officers will be subject to the direction of the Medical Unit staff of the Company.

- 26.06**
- A)** All employees have the right to refuse to perform unsafe work. If an employee exercises their right to refuse under the Act, he or she shall notify the supervisor. The supervisor shall notify the Joint Health and Safety Committee Co-Chairpersons or designates and they shall investigate in the presence of the employee.
  - B)** Where a work refusal has occurred, any other employee asked to perform the work must be advised of the refusal and the reasons for it by the initial refusing worker or by a government Safety Officer.
  - C)** Employees will not be disciplined or penalized for acting in compliance with the Workplace Health and Safety Act, its regulations and codes of practice, or for exercising their right to refuse work in accordance with the Act.
  - D)** If the parties cannot agree on a remedy, the government inspector shall be called in.

**26.07** The Company shall provide information, instruction, and training to all workers to ensure, so far as reasonably practicable, the safety and health of the worker, before the worker:

- A)** begins performing a work activity at a workplace;
- B)** performs a different work activity than the worker was originally trained to perform, or;
- C)** is moved to another area of the workplace or a different workplace that has different facilities, procedures or hazards.

It is understood that a worker may perform a work activity while being trained if the worker is under the direction of a supervisor or other person who has sufficient experience in that work activity.

The Company will provide WHMIS training to those employees for whom it is necessary. This training will be developed in consultation with the Joint Health and Safety Committee.

- 26.08**
- A)** The Co-Chairpersons of the Committee, or their designates shall participate in the investigation of accidents or dangerous occurrences in the workplace.
  - B)** The Co-Chairpersons of the Committee, or their designates shall be permitted to accompany a Workplace Health and Safety officer on an inspection tour,
  - C)** Copies of Improvement Orders and reports in response thereto shall be supplied to the Joint Committee. Inspection or investigation reports and reports respecting workplace



monitoring or audits shall be provided to the Joint Committee upon request.

- D)** The union staff representative or health and safety advisor may be permitted access to the workplace if asked to attend meetings of either the joint or Union Committees. Such access shall be requested in advance and shall not be unreasonably denied by the Company.
- E)** The Co-Chairpersons or designates shall be allowed to participate when measurements or sampling of the occupational environment are being conducted, and to participate in discussion of the results.
- F)** The Joint Safety Committee Co-Chairpersons or their designates shall be given ten (10) minutes during a new employee's health and safety orientation to provide an overview of their role.

**26.09** Any employee who becomes pregnant while employed by the Company and is unable to continue in her work will, upon medical recommendation of her physician be placed in an alternate job in her classification where possible. The employee may be placed outside her job classification in other work which she is qualified to do without regard to any seniority provisions of this Agreement, provided no employee is laid off as a result of such placement.

**26.10** Each year on April 28 at 10:30 a.m., one minute of silence will be observed in memory of workers killed or injured on the job.

## **ARTICLE 27 - LEAVE OF ABSENCE**

- 27.01 A)** The Company may, upon the request of an employee, grant a long term leave of absence in excess of five (5) days but not exceeding three (3) months. Such request for leave of absence shall be made in writing, substantiated by acceptable proof of requirement, a minimum of five (5) working days prior to the commencement of the requested leave of absence. A copy of the request and any accompanying documents shall be given to the Chairperson of the Union by the Company.
- B)** The Company may, upon the request of an employee, subject to operating requirements and substantiation of "good cause" satisfactory to the Company, grant short term leave of absence not to exceed five (5) working days. Such leave shall be requested a minimum of one (1) working day prior to the leave commencing. A copy of the request shall be given to the Chairperson of the Union by the Company.
- 27.02** When leave of absence is granted as in Article 27.01, the employee shall retain his seniority rights. However, should he engage in other employment while on this leave of absence without Company authorization, he shall be terminated.
- 27.03** An extension of leave of absence as in Article 27.01 may be considered and granted providing such request is made in writing by the employee and is in the hands of the Company a minimum of six (6) working days prior to the expiration of the original period of such leave. The granting of

extensions to such leave of absence shall not interfere with the leave of another employee.

- 27.04** The Company is not obligated during a leave of absence in excess of thirty (30) days to pay for any fringe benefits as covered by this Agreement other than in the case of leaves under Article 27.09. Employees wishing to continue coverage of Insurance Benefits as in Article 25, may deposit the total amount only with the Company prior to proceeding on the leave of absence. It is understood that the employee will be eligible to receive benefits for the period of the leave of absence for which premiums have been prepaid.
- 27.05** An employee who fails to return to work upon the expiration of a long term leave of absence under this Article or Article 7 shall be considered to have terminated his service with the Company and shall be removed from the seniority list of the Company, unless the employee can provide a justifiable reason for such failure to return.
- 27.06** It is understood and agreed that upon the returning to work after a leave of absence under this Article or Article 7, the employee shall return to his former job classification or if his former job classification has become redundant, to other work which he is able to do in line with his seniority rights. The employee's seniority will accumulate throughout said leave of absence.
- 27.07** It is agreed between the parties to this Agreement that it is desirable to submit requests for leave of absence and extensions at the earliest possible time. To this end, the time periods set out herein and in Article 7 for requesting leaves and extensions of leaves are minimum requirements.

**27.08** Should a leave of absence cease to be required under this Article or Article 7, either prior to commencement or during the leave, the employee shall notify the Company as soon as practicable and in no case less than one (1) working day prior to returning to work once leave has commenced.

**27.09 A)** The employee due to return from Maternity Leave may at her option, take all or any portion of unused earned vacation entitlement provided the Company is advised a minimum of ten (10) working days prior to her scheduled date of return from Maternity Leave.

**B)** No female employee shall be denied a Leave of Absence without pay for up to one (1) year subsequent to the completion of vacation as in A) above, if such leave is required in the interest of the infant.

**C)** The Company will grant Parenting and Compassionate Care Leaves in accordance with the Manitoba Employment Standards Code. Benefit coverage will be provided for leaves under this Article 27.09.

## **ARTICLE 28 - VALIDITY OF AGREEMENT**

**28.01** Should any clause or provision of this Agreement be declared illegal by a court of competent jurisdiction, or in any way conflict with the law of the Province or any regulation thereof, both parties agree that this Agreement shall automatically be amended to comply with such law or regulation.

**28.02** The remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

#### **ARTICLE 29 - GENERAL WORKING CONDITIONS**

**29.01** It is the intent of the parties hereto, during the term of this Agreement to secure and to sustain the maximum productivity per employee consistent with the principle of a fair day's work for a fair day's pay. The Union re-emphasizes its approval of this objective, consistent with safety of the employee, good health practices being observed at all times.

**29.02** Where any words in this Agreement import the masculine gender, such words shall include and mean the female gender where the sense dictates.

**29.03** The term "working day" as used in this Agreement shall mean a normal working day consisting of eight (8) hours.

**29.04 A)** The Company agrees to provide security storage for employees' tool boxes during non-working hours. If during such storage any loss, theft, or breakage occurs, the Company shall bear the total cost of replacement, provided the tool boxes are locked and a tool inventory of the box is provided to the Company in accordance with D).

**B)** The Union agrees that the Company shall incur no responsibility for the theft, other than as defined in A).

- C) The Company agrees to bear the total cost of replacement in the event of loss, wear and tear or breakage.
  - D) All employees will be required to provide a tool list which will be verified by the Company. An employee will be required to register all new tool purchases on such list. Employees taking their tools home will have to register them.
  - E) The Company will conduct tool verification checks within the plant.
- 29.05** Any employee taking educational courses outside of normal working hours may avail themselves of the assistance set out in Appendix "E".
- 29.06** Should an employee, because of serious illness or accident to a member of the employee's immediate family (i.e. mother, father, spouse, son, daughter or step child) which causes them to be admitted to hospital, require leave of absence to be in attendance at the hospital, the Company shall grant a leave of absence with pay for a maximum of one (1) working day, once in any twelve (12) month period which may be extended at the Company's discretion.
- 29.07** A pregnant employee shall be entitled to a leave of absence with pay of up to one-half (1/2) day per month, for a medical checkup, such being certified by the attending physician. This leave of absence shall apply to a maximum of five (5) medical checkups during a period of pregnancy.
- 29.08** An employee who because of sickness or accident which has placed him on disability

benefits in excess of those set out in Article 25.01 (2) and is ready to return to work shall be offered work consistent with his employment prior to his disability.

Should the disability prevent him from performing his former job, he shall be offered any available employment for which he is capable subject to his ability and seniority. The Return to Work Protocol is contained in Letter Of Agreement #7

- 29.09** There shall be no pyramiding of benefits or premiums under this Agreement.
- 29.10** It is agreed that where a notice to an employee is required to be given to an employee who is absent from work for any reason, then the date of notification shall be deemed to be the day following that on which Canada Post accepts the registered notification addressed to the employee's last address made known by the employee to the company. In the event of interruption of postal service, the date of notification shall be the date of messenger delivery to the above address.
- 29.11** It is the responsibility of the employee to keep the Human Resources Department fully informed as to the employee's current address and telephone number on a form provided by the Company for that purpose.
- 29.12** It is agreed that those employees in the classification Machine Operator shall be rotated on the various machines in accordance with the recommendations of the Training Review Committee so they may gain qualifications towards the Machine Operator "A" classification.

Rotation on various machines shall not be unreasonably denied.

**29.13** A Labour Management Committee, comprised of the Bargaining Committee and up to an equal number of Company representatives, shall be created and shall meet bi-monthly for the purpose of discussing ideas for improved production, quality and inspection in the manufacturing process.

#### **ARTICLE 30 - FURTHER PROVISIONS**

**30.01** After July 15, 1986 the Company may reorganize the plant, and change or reduce departments (this, as such, has nothing to do with layoffs, any of which will be effected in accordance with this Agreement), and any references in this Agreement to "departments" shall be construed to permit and take into account such reorganization, change or reduction.

#### **ARTICLE 31 - NEW TECHNOLOGY**

**31.01** "New Technology" means machinery, equipment or methods that have been significantly changed relating to the introduction of new technology and are different in nature than those previously used by the Company and that are new to the Bargaining Unit and will have a significant impact on Bargaining Unit Employees.

The Company and Union recognizes that it is to their mutual benefit to ensure that the competitiveness of the organization is maintained through the continued introduction of New Technology.



**31.02** When the decision to introduce New Technology has been made the Company will notify the Union of its intention, and of the anticipated effect it will have on Bargaining Unit Employees. Such notification will be given two (2) months prior to the introduction of any new technology. Within two (2) weeks of receipt of the notice, the Company and the Union will meet to discuss the impact of the notice and options available.

**31.03** Where New Technology necessitates the acquisition of new abilities and knowledge, the Company will train employees providing the employee(s) involved have the basic skills, with preference being given to senior employees in the affected classification(s) in improving their classifications in order to adapt to the technological change.

**31.04** In the event that an introduction of technological changes would generate a surplus of employees in excess of plant requirements, the Company shall provide employees with the opportunity to voluntarily transfer to vacant jobs within the Company providing the employee has the appropriate qualifications. In addition, prior to taking any action with regard to surplus employees, the Company will consider attrition (i.e. Retirements, re resignations, etc.) that will take place during the period prior the implementation of New Technology.

Any employee displaced due to a technological change shall not receive less than the rate of pay of classification that they were in prior to such displacement for the first one (1) month after they have been transferred to the new position.

**31.05** This Article 31 is intended to assist employees affected by technological change and accordingly sections 83, 84 and 85 of the Labour Relations Act (Manitoba) do not apply during the term of this Agreement to the Company and the Union and are hereby specifically waived.

#### **ARTICLE 32 - DURATION AND RENEWAL OF AGREEMENT**

**32.01** This Agreement shall become effective on the date of signing and shall continue in full force and effect until Midnight, March 31, 2015 and shall renew itself automatically unless or until either party gives written notice to the other not less than thirty (30) days nor more than ninety (90) days prior to Midnight, March 31, 2015 or any subsequent anniversary of a desire to revise or terminate this Agreement.

If no agreement is reached at the expiration of this contract and negotiations are continued, the Agreement shall remain in force up to the time a subsequent Agreement is reached, unless there is a legal strike, or legal lockout in which case this Agreement shall be void.

**32.02** When notice is given as specified, above parties shall exchange all their proposed changes to the Collective Agreement as soon as possible thereafter, but not less than two (2) weeks prior to the commencement of negotiations.

Signed at the City of Winnipeg, in the Province of  
Manitoba, this 1st day of April, 2012.

**NEW FLYER INDUSTRIES CANADA ULC**



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Janice Harper



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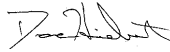
Adrian Van de Graaf

**CAW - TCA LOCAL 3003**



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Tom Murphy



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Dave Hiebert



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Mike Sherbo



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Marcel Simard

*Renel Berard*

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Renel Berard

*Dale Emms*

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Dale Emms

*Martin Friesen*

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Martin Friesen

*Glenn La Liberte*

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Glenn La Liberte

*Bryan Finney*

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Bryan Finney

<b>JOB CLASSIFICATION - BY GROUP</b>		
	<b>JOB GROUP</b>	<b>ABBREVIATION</b>
1	Tool & Die Maker (Licensed)	(TML)
	Industrial Electrician (Licensed)	(IEL)
	Industrial Mechanic (Licensed)	(IML)
	Machinist (Licensed)	(MAL)
2	Machine Operator Setter	(MOS)
	Welder Fitter	(WFT)
3	Electrician	(ELT)
	Road Tester	(RDT)
	Machine Operator "A" (See Note 2)	(MOA)
	Finish Painter	(FPT)
4	Tool Maintenance Man	(TMM)
5	Production Mechanic	(PRM)
	Maintenance Man	(MMN)
6	Production Welder	(PRW)
	Machine Operator	(MOP)
	Abrasive Blaster	(ABB)
	Fibreglass Repairman	(FGR)
7	P-1	
8	Stockkeeper	(STK)
9	Production Worker	(PWK)
	Painter	(PTR)
10	Assistant Production Worker (See Note 1)	(APW)
	Assistant Machine Operator (See Note 1)	(AMO)
11	Painter Helper (See Note 1)	(PTH)
	Material Handler - Forklift (See Note 1)	(MHF)
12	Utility Person	(UTP)
13	Maintenance Facilities Technician	(MFT)

Note 1: Employees in the Assistant Production Worker, Assistant Machine Operator, Material Handler Forklift, and Painter Helper classifications shall be automatically progressed to Production Worker, Machine Operator, Stockkeeper, and Painter classifications respectively, provided they are capable of meeting the technical qualifications and production standards required on completion of fifteen (15) months worked in the lower classification. This section in no way inhibits the employee's individual right to bid on job postings.

- a. Employees in the Assistant Production Worker, Assistant Machine Operator, Material Handler Forklift, and Painter Helper classifications who are hired after April 01, 2012, shall be automatically progressed to Production Worker, Machine Operator, Stockkeeper, and Painter classifications respectively, provided they are capable of meeting the technical qualifications required on completion of six thousand (6000) hours worked in the lower classification. The wage scale is contained in Letter of Agreement #26 - Entry Level Positions Progression. This section in no way inhibits the employee's individual right to bid on job postings.

Note 2: The Machine Operator "A" classification shall be progressed from the Machine Operator classification after 36 months worked in the classification provided the

employee has displayed the ability of setting and operating as well as meeting production standards on all machines in Plant Department 12, as set out in Appendix "C" of this Agreement.

It is agreed that this classification shall not perform the functions of instruction and direction of junior employees in the trade as set out for Machine Operator Setters. And further they shall not be required to do set ups for a machine that they are not assigned to operate. If the functions of a Machine Operator Setter set out in this paragraph are required of a Machine Operator "A" then the employee shall be paid in accordance with Article 24.09).

Note 3: Employees who are automatically progressed as in Note 1 and 2 shall be governed by Article 16.04.

Note 4: Production Workers with 12 years of service will qualify for the P-1 classification. This includes all time worked as an APW, as well as all overtime worked. A year of service is defined as 2080 hrs. worked. This classification is subject to a capacity of 170 employees.

<b>APPENDIX "A" - PRODUCTION UNIT HOURLY RATE</b>					
<b>GROUP</b>	<b>CLASS</b>	<b>Current Year</b>	<b>April 1, 2012</b>	<b>April 1, 2013</b>	<b>April 1, 2014</b>
1	TML	\$29.58	\$29.58	\$30.17	\$30.85
	IEL	\$29.58	\$29.58	\$30.17	\$30.85
	IML	\$29.58	\$29.58	\$30.17	\$30.85
	MAL	\$29.58	\$29.58	\$30.17	\$30.85
2	MOS	\$24.65	\$24.65	\$25.14	\$25.71
	WFT	\$24.65	\$24.65	\$25.14	\$25.71
3	ELT	\$24.20	\$24.20	\$24.68	\$25.24
	RDT	\$24.20	\$24.20	\$24.68	\$25.24
	MOA	\$24.20	\$24.20	\$24.68	\$25.24
	FPT	\$24.20	\$24.20	\$24.68	\$25.24
4	TMM	\$23.80	\$23.80	\$24.28	\$24.82
5	PRM	\$23.47	\$23.47	\$23.94	\$24.48
	MMN	\$23.47	\$23.47	\$23.94	\$24.48
6	PRW	\$23.15	\$23.15	\$23.61	\$24.14
	MOP	\$23.15	\$23.15	\$23.61	\$24.14
	ABB	\$23.15	\$23.15	\$23.61	\$24.14
	FGR	\$23.15	\$23.15	\$23.61	\$24.14
7	P-1	\$22.62	\$22.62	\$23.07	\$23.59
8	STK	\$22.51	\$22.51	\$22.96	\$23.48
9	PWK	\$22.18	\$22.18	\$22.62	\$23.13
	PTR	\$22.18	\$22.18	\$22.62	\$23.13
10	APW	\$21.23	\$21.23	\$21.65	\$22.14
	AMO	\$21.23	\$21.23	\$21.65	\$22.14
11	PTH	\$21.02	\$21.02	\$21.44	\$21.92
	MHF	\$21.02	\$21.02	\$21.44	\$21.92
12	UTP	\$20.11	\$20.11	\$20.51	\$20.97
13	MFT	\$21.00	\$21.00	\$21.42	\$21.90



## **APPENDIX “B” - MERIT/DEMERIT PLAN AND COMPANY PLANT RULES AND REGULATIONS**

(Subject to Article 9.01 Grievance Procedure)

### **MERIT/DEMERIT PLAN**

With a view to modernizing its' disciplinary procedures, the following Merit/Demerit Point System of reward or progressive discipline replaces all penalties or disciplinary actions.

This system will aid the errant employee in adopting a course of action which will make for a better employee without causing financial punishment. It will also allow the employee and Supervisor to discuss and plan methods of attacking problems with a lot less animosity involved.

It is hard to be constructive when the person you are working with has just been party to your losing two or three days pay. And it is hard to understand that, when a Supervisor tells you the reason you are being punished is because he needed your skill and you were absent, he is going to send you home for two or three days more.

#### **1. What is it?**

The Merit/Demerit Point System is a system designed to:

- A)** Recognize the employee who consistently makes a positive contribution through observing Plant Rules and Regulations.

- B)** Let the employee know that he/she is committing acts which are in breach of Company Plant Rules and Regulations.
- C)** Warn the employee that if he/she does not change actions and attitudes, the employee is on the path to dismissal.
- D)** Allow the employee to receive both Company and Union assistance in becoming a good employee.
- E)** Be corrective rather than punitive.

## **2. Accumulation of Merit Points**

Employees will earn merit points under this system as follows:

Every five (5) months during which an employee has no demerit points on his record he shall earn ten (10) merit points; and ten (10) merit points for each subsequent similar five (5) month period until the employee reaches a maximum of fifty (50) merit points.

## **3. Accumulation of Demerit Points**

An employee who accumulates a minimum of one hundred (100) demerit points shall be discharged and deemed to have been discharged for just cause.

Demerit points shall be assigned to infractions in the following manner:

- A)** Each infraction set out as a Minor Offence shall be charged to the employee's record as twenty (20) demerit points.

- B) Each infraction set out as a Major Offence shall be charged to the employee's record as thirty (30) demerit points.
- C) Each infraction set out as an Intolerable Offence shall be grounds for instant dismissal. However, in the case of Intolerable Offence 2, where the monetary value is under \$300.00 and restitution is made, the employee's record shall be charged with seventy five (75) demerit points.

#### **4. Reduction of Demerit Points**

When an employee, who has accumulated demerit points, has completed six (6) months worked service without accumulating any further demerit points, twenty five (25) demerit points shall be deleted from the employee's Demerit Records. Similarly, an employee shall have twenty five (25) demerit points deleted from his/her Demerit Record for each subsequent six (6) month period in which no demerit points are accumulated until the total demerit points reach twenty (20) or fewer. When an employee reaches twenty (20) or fewer demerit points, they shall have five (5) demerit points deleted from his/her Demerit Record for each subsequent one (1) month period in which no demerit points are accumulated until the total demerit points reach zero (0). It is agreed that an individual employee's Demerit Record will be updated at no less than three (3) month intervals once they reach twenty (20) or fewer demerit points.

#### **5. Plan Operation**

This plan calls for counseling and discussion between the employees and their supervisor,

where both positive and negative areas of performance are noted. It is therefore expected that discussion and/or counseling would take place prior to disciplinary action.

When demerits are issued, the employee and the Shop Steward receive copies of the demerit form which shows the date, the points assessed, and a description of the incident causing the points to be assessed.

Meetings with the employee are held at three (3) point levels as follows:

- A) Fifty Point Meeting** - when an employee accumulates 50 points, a meeting will be held as soon as reasonably practicable between the employee and Supervisor with the area General Supervisor, or equivalent, and a Shop Steward in attendance.
- B) Seventy Five Point Meeting** - when an employee accumulates 75 points, a meeting will be arranged by the Human Resources Department as soon as reasonably practicable. Those attending will be the Area Supervisor, Supervisor and at least one representative of the Human Resources Staff; plus the Chairperson, the employee, and up to two additional members of the Plant Committee.

The purpose of the aforementioned meetings is to discuss the employee's problems, to impress on him/her, the end result of accumulating more demerit points and to assist in changing the employee's behavior so as to obtain a reduction in demerit points. The meeting is held to assist, not to chastise the employee. The meetings are

not grievance type meetings to discuss whether he should have been assessed the points.

C) One Hundred Point Meeting - having established that the employee has accumulated 100 demerit points, the Area Supervisor, accompanied by a representative of the Human Resources Department, will meet with the employee and the Chairperson. At this time, the employee will be advised that he/she has accumulated 100 demerit points and will be advised that he/she is terminated.

#### **6. Notifications**

The Human Resources Department will provide Supervisors and the Chairperson with a list of employees who have merit and demerit points on a monthly basis. Each employee will be notified twice yearly of the number of merits or demerits accrued.

### **COMPANY PLANT RULES AND REGULATIONS**

These rules and regulations are set out as guides to the expected conduct of employees. It is not intended that these rules shall be all encompassing nor shall they limit the Company's right to corrective action in the event of occurrences arising which are not enumerated herein.

#### **1. Working Time**

Employees reporting for work shall be at their respective work stations at their scheduled starting time. They shall remain at their work until scheduled stopping time, except for brief necessary absences (i.e. use of washroom or

first aid facilities). All other absences shall require the approval of the employee's Supervisor.

**2. Absence from Work**

Employees, except in the case of an established illness, shall not be absent from work, without obtaining Leave of Absence from their Supervisor. Where in the opinion of the Company, an employee may be abusing the term "established illness" the employee may be required to substantiate his illness by a doctor's certificate or examination by the Company Doctor at the option of the employee prior to returning to work. An employee returning to work from a sickness or accident, may be examined by the Company Doctor, at the option of the employee, to assess the employee's ability to perform the duties required.

**3. Emergency Notice of Absence**

Employees who are unable to report to work should contact or leave a message for their Supervisor or, in the event they are unable to do so, call the designated call-in line (224-6398) prior to the start of their shift or shifts.

**4. Shift Changing**

Employees will not be permitted to change shifts at times other than those set out in the Collective Bargaining Agreement except in the case of emergency and/or with the consent of their Department Head.

**5. Inter-Department Visiting**

Employees shall not visit Departments in the plant other than those in which they are employed except on Company business and/or with the approval of their Supervisor. Because of the staggered lunch and coffee breaks in the plant, employees wishing to visit other departments in the plant, on their own time, must have the approval of the Supervisor of the area they wish to visit.

**6. Safety**

Employees are expected and required to practice safety standards, as set out by Manitoba Statutes and Company Safety Rules, within the Company plant and on Company property at all times.

**7. Removal of Property**

Employees shall not take from the plant any tools, materials, or other Company property, except with written permission from their Department Head.

**8. Time Cards - Time Records**

Every employee shall maintain his own swipe card and/or attendance record only. Employees are forbidden to swipe the swipe card of another employee. Similarly, employees shall not make entries, additions or deletions on the attendance record of another employee.

**9. Intoxicants and Drugs**

The personal possession or personal use of substances causing a debilitating or intoxicating effect (i.e. alcohol and/or drugs, solvents, glues, etc.) on Company property, or reporting for work under the influence of such substances is prohibited.

**10. Gambling**

Gambling as it may be defined in the Criminal Code of Canada is prohibited on Company property.

**11. Use of Washroom and Lunch Room Facilities**

Loafing will not be permitted in the washroom or lunch room. Employees shall make their visits brief during working hours. When employees eat lunch inside the facility, it may only be consumed in areas designated by the Company.

**12. Outside Business**

During working hours, there shall be no soliciting of memberships, pledges, subscriptions, collecting of money, circulating of petitions, or conducting other than Company business.

**13. Garnishments or Assignments**

The Company expects employees to personally settle obligations with outsiders, and in the event garnishments or assignments are received, to promptly make arrangements for settlement thereof.



#### **14. Telephone Calls**

Employees are permitted to make and receive phone calls and text messages during working hours only with the consent of their Supervisor. Incoming telephone messages will be delivered to employees in the case of emergency, or for immediate requirement on Union business as soon as possible. Supervisors will deliver other messages within one (1) hour wherever practicable. Permission is not required during any break periods.

#### **15. Notices**

No employee shall remove or deface any notice or bulletin or other information posted in the plant by the Company. No notice, bulletin or other material not pertaining to Company business shall be posted in the plant or upon Company property except by permission of the Plant Manager or his delegated representative except as set out in Article 23.

#### **16. Smoking**

Smoking is absolutely prohibited inside the plant, including all washroom and locker facilities. Employees may only smoke during their break time and in designated smoking areas in the inner compounds or once they have left the compounds and are in the parking lot.

#### **MINOR OFFENCES**

1. Parking vehicle in unauthorized area of Company property.
2. Habitual Lateness - Where a pattern of a habitual nature is established.

3. Not being at the respective work station and ready to start work at the scheduled time on two (2) or more occasions in a five (5) day working period.
4. Leaving work station before scheduled stopping time, except for brief necessary absences (as defined in Rule #1) or with the permission of the Supervisor.
5. Visiting departments other than the one to which assigned as outlined in Rules and Regulations #5.
6. Loafing in the washroom or lunch room during working hours.
7. Doing personal or other than Company work on Company time.
8. Using Company telephones without permission except in the case of emergency as set out in this Agreement.
9. Soliciting memberships, pledges or subscriptions, collecting money, or circulating petitions on Company time, without approval of the Supervisor.
10. Infractions of Safety Rules as set out in Company Safety Manual.
11. Removing or defacing any notice, bulletin or other information posted in the plant by the Company.
12. Improper care and maintenance of Company supplies, safety glasses, face shields, goggles, tools, instruments, materials or other equipment.

13. Leaving or entering Company premises through unauthorized entries and/or exits except in the case of emergency as set out in this Agreement.
14. Failure to comply with Rules and Regulations #3 on two (2) occasions within three (3) months without good and sufficient reason.
15. Absenteeism - where an employee is absent for the same or various reasons, without leave of absence two (2) times in an eight (8) week period, he shall be subject to discipline under this infraction.
16. Infractions of Safety rules, which result in personal injury or damage to equipment.
17. Failure to comply with Plant Rule #16 (smoking prohibition) on the first occasion.

**MAJOR OFFENCES**

1. Refusing or intentionally failing to carry out orders which are consistent with the normal operations of the plants, and within the employee's physical limitations.
2. Sleeping during working hours.
3. Leaving the plant during any shift without permission, except in the case of emergency as set out in this Agreement.
4. Leaving the Company premises during any shift as defined in this Agreement without punching out unless authorized by the Supervisor, or in case of emergency as set out in this Agreement.

5. Creating unsanitary conditions where necessary conveniences and containers have been provided by the Company.
6. Operating any machine, automobile, crane, truck or other piece of equipment without permission of the person in charge.
7. Negligence or failure to observe standard operating practices causing loss or damage to or destruction of tools, equipment or materials if not reported.
8. Bringing onto, or using on Company property, or reporting for work under the influence of any debilitating or intoxicating substance, as set out in Rules and Regulations #9.
9. Gambling on Company property as defined in Rules and Regulations #10.
10. Giving false reasons for obtaining time off.
11. Infractions of Safety Rules and Procedures, which have been properly promulgated, which cause lost time injuries to others in excess of five (5) working days and/or excessive damage to equipment, materials or property.
12. The use of abusive or threatening language or actions toward fellow employees or Supervisors or fighting or assault.
13. Willfully removing or defacing any label applied to a controlled product.

14. Failure to comply with Plant Rule #16 (smoking prohibition) on the second occasion.

**INTOLERABLE OFFENCES**

1. Theft - willfully stealing from Company or fellow employees on Company properties.
2. Willful damage to Company property or the property of others on Company property.
3. Assault causing bodily harm, or serious or credible threats of bodily harm to fellow employees or Supervisors.
4. Intentional usage of another employee's swipe card to clock them in or out.
5. Falsification of any company records or documents with the intent to achieve theft.
6. Violation of Article 6 of this Agreement as it pertains to Strike activity.
7. Absence for a period of three (3) consecutive working days without notification of reasons to the Company unless unable to do so.
8. Failure to comply with Plant Rule #16 (smoking prohibition) on the third occasion.

## **APPENDIX “C” - PLANT DEPARTMENTS AND OCCUPATIONAL GROUPS**

For the purposes of Articles 14, 15, 16, 18 and 20, the following shall be the Plant Departments and Occupational Groups.

### **Plant Department**

1. Bench Assembly
2. Line Welding, and Bench Welding
3. Assembly 1
4. Assembly 2
5. Assembly 3
6. Assembly 4
7. Assembly 5
8. Final Release
9. Canadian Full Build
10. Bench Mechanical
11. Paint Shop
12. Small Parts Paint
13. Maintenance
14. Inventory Control
15. Tool and Die and Layout

16. Machine Shop and all machines in Machine Shop
17. Materials
18. Warehouse
19. Corrosion Protection
20. Parts Organization
21. Gatekeeping

**Occupational Groups**

1. Tool and Die Maker (Licensed)  
Machinist (Licensed)
2. Machine Operator Setter  
Machine Operator "A"  
Machine Operator  
Assistant Machine Operator
3. Industrial Electrician (Licensed)  
(Maintenance Dept.)  
  
3a. Electrician (Production)
4. Road Tester  
P-1  
Production Mechanic  
Production Worker  
Assistant Production Worker
5. Finish Painter  
Painter  
Painter Helper  
Abrasive Blaster  
Fibreglass Repair

6. Stockkeeper  
Material Handler - Forklift
7. Welder Fitter  
Production Welder
8. Utility Person
9. Industrial Mechanic (Millwright)
10. Tool Maintenance Man  
Maintenance Man



## **APPENDIX “D” - SKILLED TRADES**

The purpose of this Appendix is to define trades and classifications, wage rates, seniority provisions and other matters dealing with Skilled Trades work covered by this Agreement. Work covered by this Appendix shall be performed by the Trades and Classifications as listed below. The provisions of the general Agreement shall apply to employees in the recognized trades and classifications listed below, except as altered by the provisions of this Appendix.

A Journeyperson is anyone with either a Manitoba or an interprovincial trade ticket as accepted by the Manitoba Department of Labour. Classifications covered by this Appendix are:

Tool & Die Maker - Job Group 1 -

Industrial Electrician - Job Group 1 -

Machinist - Job Group 1 -

Industrial Mechanic (Millwright) - Job Group 1 -

The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council upon receipt of written authorization from the Union.

First deduction to be made from the employee's first pay received after completion of the probation period. Future deductions to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

The Company shall maintain a separate Seniority List for the Skilled Trades. There shall be no integration of seniority between Skilled Trades and Production. Movement from Production to Skilled Trades shall be as per Skilled Trades qualification language with the date of entry seniority.

If a Skilled Trades person is subject to layoff and applies for a posted position under Article 16.01, it is agreed that their application will be considered prior to an application from outside of the Bargaining Unit. In no event will a Trades person be hired into such a position if there are production employees on layoff who have not had the opportunity to be considered for such position.

The Company will pay all Trade Licence fees for licences required by the Company and the Government.

Where there is a need to hire into Skilled Trades the Company shall first consider training from within as per this Appendix. Training obligations in article 16 shall only be in effect where there are less than four (4) apprentices in the program.

If a particular Trade has only work for one Tradesperson then the training commitment can be waived by mutual consent of the parties.

Trades supervisory personnel to meet in the first week of each month with CAW Skilled Trades representative and another person of the representative's choice, to review projected work loads regarding the installation, maintenance, repair, service and/or warranty work of existing or new equipment and facilities, and any planned

special projects that may involve outside contractors.

### **Apprenticeship Language**

Areas of Training: The Company will decide in which trades they will participate.

Selection of Participants: Employees of the Company who are not already qualified as journey persons shall be given preference in selection for participation in the specified apprenticeship programs as follows:

1. All openings shall be posted on a standard Job Posting form which shall outline the prerequisites of the program in a manner and for the time periods set out in Article 16.01. However, the appointment date will be set by the Department of Labour and shall be their date of acceptance.
2. Employees in the Occupational Group concerned who are qualified as to prerequisites shall first be offered the opportunity to participate in the program. (i.e. (A) Tool & Die Maker Program - Occupational Group 1. (B) Industrial Mechanic Program - Occupational Group 9.)
3. If there are no successful applicants selected in (2) above, then the most senior applicant with the prerequisites will be offered the opportunity to participate in the program.
4. If there are no successful applicants within the Bargaining Unit, then the Company may proceed to hire from outside the Bargaining Unit, but shall offer educational assistance

as in Article 29.05 to the most senior employee, who applied as in 3) above to allow the employee's upgrading. Should the senior person refuse educational assistance then it will be offered to the next most senior unsuccessful applicant.

**Term of Apprenticeship:** All apprentices shall be governed as to term in accordance with the Apprenticeship Act of the Province of Manitoba.

**Rights of Apprentices:** Apprentices shall be governed by the Collective Bargaining Agreement and Appendices and attachments thereto except as modified by this Appendix. However, should an apprentice be removed from the program by the Manitoba Department of Labour - Apprenticeship Board, the apprentice, if an employee prior to joining the program shall revert to the classification held prior to joining the program. Should the apprentice have been hired directly into the program, then that employee shall have no further rights to employment or recall under this Appendix or this Agreement.

**Seniority of Apprentices:** Apprentices will exercise seniority in their own group. Upon satisfactory completion of the apprenticeship program the apprentice will be given seniority equal to 100% of time spent as an apprentice. An employee with seniority who is selected for an apprenticeship shall be permitted, if affected by layoff or cancellation of the program to return to his/her former job classification with the same seniority that they held prior to becoming an apprentice.

**Payment of Apprentices:** Apprentices shall be paid in accordance with this Appendix attached

to this letter. Payment shall be made for all hours of work and/or attendance at school under the program provided the apprentice takes advantage of all training pay and allowance benefits available through Employment and Immigration Canada, or other Government Agencies. The Company shall then make up the difference in pay between that paid by the Government Agency and regular rates set out in this Agreement.

The Company agrees to pay, on behalf of Apprentices covered by this Agreement, for books, registration fees and/or tuition required in connection with training under the Apprentice program. Upon the successful completion of the fourth level of the apprenticeship program should the employee resign or otherwise voluntarily leave the Company within twelve (12) months from the time of completion, the employee will be required to repay the Company for the cost of books, registration fees and/or tuition fees.

Apprentices who are employees of the Company prior to joining the apprenticeship program shall have their wage rate tied to the previous classification, and continue to receive all increments that would have been received in that classification until such time as their wages under this Appendix exceed those of their previous classification.

Employees hired expressly for an Apprenticeship Program shall commence at a rate 65% of the Journeyman Rate for the Occupation and progress in accordance with this Appendix.

Employees who at the time of joining the program receive credits which would place them

at a higher wage in accordance with this Appendix than they are receiving prior to joining the program, shall receive the higher rate effective the date of acceptance into the program.

Hours of work: In the event an apprentice is required to work overtime they shall receive credit on the term of apprenticeship for only the actual hours worked, but they shall be paid pursuant to article 18 of the Collective Agreement. Apprentices may work overtime hours provided that a Journey Person is also working.

Assessments: Nothing in the Collective Bargaining Agreement shall be deemed to restrict the Company's right to assess the employee as required and requested by the Department of Labour.

The straight time hourly wage rates for apprentices shall be established as follows and automatically provides for all increases which may be negotiated from time to time.

The percentages indicated are the percentage of the difference between the journeyman rate and the first year apprenticeship rates.

**Four Year Program**

- 1st year - base rate (65% of Journeyman Rate)
- 2nd year - 60% of difference
- 3rd year - 75% of difference
- 4th year - 90% of difference

Apprenticeship Agreement: The following shall receive copies of the Apprenticeship Agreement:

1. The Apprentice;
2. The Employer;
3. The Local Union and Unit;
4. The National Union;
5. The Skilled Trades Representative

## APPENDIX “E” - EDUCATIONAL ASSISTANCE

In response to the need for training to allow employees to progress within the Company, the following assistance program is offered to employees who are not participants in an Apprenticeship program as set out elsewhere in this Agreement and who participate in training outside of working hours.

Employees who wish to participate in an educational course offered by an approved institute of learning may request financial assistance on a form provided by the Company, and such assistance shall be granted when the course is approved as being of advantage to both the employee and the Company.

All requests for assistance must be approved prior to the employee enrolling in the course. Such requests will be forwarded to the approving authority through the employee’s Supervisor.

The Company will pay one hundred (100%) percent of the tuition and required textbooks upon successful completion. To ensure the educational assistance is mutually beneficial to the employee and the Company, the employee will be responsible to repay the Company based on the following schedule should the employee resign or otherwise voluntarily leave to Company:

TIME FRAME	% OF EDUCATION COST TO BE REIMBURSED
0 to 6 months	75%
6 to 12 months	50%
12 to 24 months	25%
Over 24 months	0%



This repayment schedule will be calculated based on the yearly total of educational assistance provided to the employee in relation to the completion of the program. Any monies owing at the time of departure will be deducted from the employee's final pay.

When an employee is offered training as required within the job posting requirements of this Agreement, he will have the educational portion of the training paid by the Company at a facility provided or designated by the Company.

It is agreed that where an employee is sent by the Company to undertake a course of instruction the Company shall bear the total cost of such course. It is further agreed that where the employee has undertaken a course at his request under the terms of this program and the qualification then becomes mandatory for his classification, the Company will reimburse the employee the difference between what has been paid by the Company and the amount that was paid by the employee where there is no further educational requirement to qualify the employee.

## **APPENDIX "F" - PENSION PLAN**

### **Retirement Age**

The normal age for retirement under this plan is sixty five (65) years of age. However, this does not mandate that the employee must retire at retirement age.

### **Form of Pension**

The pension benefit will be paid commencing the month following retirement from the Company for the remainder of the employees' natural life and have a guarantee of five (5) years' payments.

### **Minimum Pension Benefit**

Those employees who retire after the inception of the plan, who were employees of the Company as at October 1, 1982 and have remained employees during that period from October 1, 1982 to their retirement shall receive a pension benefit calculated on the basis of ten (10) years service in the plan.

### **Membership**

- A)** All employees of the Company in this Bargaining Unit who have completed their probationary period as stipulated in the Collective Agreement at the time of inception of the plan shall immediately become members.

- B)** Employees who become employed in the Bargaining Unit subsequent to inception of the plan shall become members of the plan the first day of the month following completion of three (3) months service with the Company.
- C)** For the purposes of this Appendix, the date of inception of the plan shall be that designated in the body of the Collective Agreement.
- D)** The Company agrees to provide a pension plan with the effective date of inception being October 01, 1984 and a benefit of forty (\$40.00) dollars per month per year of credited service in the plan effective April 01, 2012 and a benefit of forty one (\$41.00) dollars per month per year of credited service in the plan effective April 01, 2014.
- E)** The parties acknowledge that the Union will appoint a member to the Pension Committee to represent active members of the plan.

## **LETTERS OF AGREEMENT**

## **#1 - DOMESTIC VIOLENCE**

### **BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

WHEREAS the parties have agreed to enter into a Collective Bargaining Agreement and have mutually agreed, in consideration of that Agreement, to enter into this Letter of Agreement which will be in effect for the duration of the said Collective Agreement which commences the 1st day of April, 2012;

The parties recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For this reason it is agreed that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), an employee who is in an abusive or violent personal situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation and a reasonable explanation is provided to the Human Resources Department in confidence.

Absences which are not covered by sick leave or disability insurance will be granted as absent with permission without pay and without loss of attendance bonus. The parties agree that there may be circumstances in which they will meet to discuss the strict application of this letter of agreement.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

**#2 - PERSONNEL NOTIFICATIONS**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

WHEREAS the parties have agreed to enter into a Collective Bargaining Agreement and have mutually agreed, in consideration of that Agreement, to enter into this Letter of Agreement which will be in effect for the duration of the said Collective Agreement which commences the 1st day of April, 2009:

The Company shall respond to all Personnel Notifications as soon as reasonably practical to do so.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: JANICE HARPER

PER: DAVE HIEBERT

### #3 - COVERALLS

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

Whereas the parties have agreed to enter into a Collective Bargaining Agreement and have mutually agreed, in consideration of that Agreement, to enter into this Letter of Agreement which will be in effect for the duration of the said Collective Agreement which commences on the 1st day of April, 2012;

- Employees will purchase coveralls or other suitable apparel of a type approved by the Company at a vendor approved by the Company. Welders are permitted to purchase coveralls from a vendor of their choice. The Company will reimburse the employee to maximum of one hundred twenty five (\$125.00) dollars per year upon presentation of a valid receipt. Effective April 01, 2013 welders and tradespersons will be reimbursed one hundred fifty (\$150.00) dollars per year upon presentation of a valid receipt.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT



#### **#4 - PLANT AND CO-CHAIR**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

Whereas the parties have agreed to enter into a Collective Bargaining Agreement and have mutually agreed, in consideration of that Agreement, to enter into this Letter of Agreement which will be in effect for the duration of said Collective Agreement which commences the 1st day of April, 2012;

And whereas the parties are mutually desirous of providing for the following:

Now therefore in consideration of the aforesaid and the mutual premises hereinafter contained, the Company and the Union do hereby agree:

1. A designated Plant Chairperson shall be given leave of absence from any required work duties without loss of any seniority benefits or any other Collective Agreement benefits.
2. Said designated Plant Chairperson shall be compensated for his regularly scheduled straight time hours only regardless of how much time he spends on union or other business per day.

3. The Plant Chairperson shall be compensated at the straight time equivalent of the highest hourly rate in the plant, less any premium.
4. Provided that a minimum of 500 bargaining unit employees are actively employed, a designated Plant Co-Chairperson shall be given leave of absence, and compensated under the terms of 1 and 2 above. Bargaining Committee members shall work on straight day shift and shall not be subject to shift selection. The Union will endeavor to provide one member of the Bargaining Committee to work evening shift, with a one hour overlap onto the day shift.
5. Replacement for the absent Chair and Co-Chair shall be done upon appropriate notice. It is agreed that in the event that both the Chair and Co-Chair are out of the office, the replacements will not come from one department. For the purposes of attending at collective bargaining it is agreed that only one of the Chair or Co-Chair shall be replaced.
6. The Union Safety Co-Chair will remain on a steady day shift for the life of this agreement and will be compensated in accordance with the Workplace Safety and Health Act. The parties agree to a trial during the life of this Agreement, for the Union Safety Co-Chair to function in that role on a half time basis (four hours per day), provided that a minimum of 600 bargaining unit employees are actively employed. The framework for this role will be discussed and agreed to between the parties.

7. The Company agrees to the expansion of the  
Union office prior to March 31, 2011.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

## #5 - VOLUNTEER SHIFT PREFERENCE

### **BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

Whereas the parties have agreed to enter into a Collective Bargaining Agreement and have mutually agreed, in consideration of that Agreement, to enter into this Letter of Agreement which will be in effect for the duration of the said Collective Agreement which commences on the 1st day of April, 2012;

The Company will provide employees with the opportunity to volunteer to work for a consecutive six month period on either of the two (2) off shifts, i.e. afternoons or midnights. The process to implement this letter of understanding will be as follows:

### **Objective:**

The Company and the Union have agreed on a system which allows the opportunity for employees, with 12 years or more service, to have a choice of the preferred shift they wish to work. As such, the guideline below will provide a fair method of allowing senior employees to select which shift they would like to work based on the availability of the shifts in their department.

**Guideline:**

1. The Company at its sole discretion will determine the type and number of shift openings in each department.
2. There will be a shift preference sign up process every 6 months taking effect on the 1st Monday in May and the 1st Monday in November. The Supervisor will, by department, canvass employees in their areas and ask them to sign a shift preference sign up list, indicating their preference for day shift, evening shift, night shift or shift rotation. The shifts available to sign up for will depend on departmental requirements. This sign up list will be circulated 4 weeks in advance of each month 6 months shift preference period. Should an employee be away from work during this sign up process, in advance they may indicate in writing to their supervisor their shift preference.
3. Employees with 12 or more years of seniority will then be selected from the sign up list based on seniority, providing that there are available openings in their department and skill levels can be maintained. For example, if an employee selects to work a permanent evening shift, then this will open an opportunity for the senior employee in the department to work a day shift.

4. If the employees with 12 years or more seniority have had the opportunity to select a shift of their preference then other employees, in order of seniority, will have the opportunity to select a preferred shift should there be openings in their department. Skill levels of the trading employees must be comparable.
5. Employees will not be involuntarily moved from their regular shift rotation to accommodate another employee's shift preference.
6. Employees who sign up for the shift preference must make the commitment to work this shift for a 6 month duration.
7. Should there be a need, outside of the 6 month sign up times, for an employee to request a preferred shift then such selection will be done so based on seniority. For example, if a more junior employee requests to work a permanent evening shift for a 3 month period then the most senior employee who has not had the opportunity to select a preferred shift will have an opportunity for day shift.

8. At the end of the 6 month period, another shift preference selection will be made based on the sign up procedure.
9. Lop-sided shift - Example: Department has 80 people - 60 days, 20 nights - 10 signed permanent evenings - bottom 20 rotate 2 and 2.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: JANICE HARPER

PER: DAVE HIEBERT

## #6 - SHIFT ADJUSTMENT

### BETWEEN:

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

Whereas the parties have agreed to enter into a Collective Bargaining Agreement and have mutually agreed, in consideration of that Agreement, to enter into this Letter of Agreement which will be in effect for the duration of the said Collective Agreement which commences on the 1st day of April, 2009;

The Company will assign employees hired after November 1, 2012 to a second or third shift subject to availability.

The parties agrees to work towards a process involving training new employees to fill positions on the second or third shift, to enable more senior employees to work preferential shifts, taking into account the need to retain sufficient skill and ability on all shifts and the existing process in the Volunteer Shift Preference System. It is anticipated that these discussions would occur during the first six (6) months of this agreement, with the goal to implement by November 01, 2012.



DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: JANICE HARPER

PER: DAVE HIEBERT

## #7 - RETURN TO WORK PROTOCOL

### BETWEEN:

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

Whereas the parties have agreed to enter into a Collective Bargaining Agreement and have mutually agreed, in consideration of that Agreement, to enter into this Letter of Agreement which will be in effect for the duration of the said Collective Agreement which commences on the 1st day of April, 2012;

The Company and the union recognize that an early return to productive employment can assist ill or injured workers in achieving quicker rehabilitation and allow them to maintain their personal dignity and financial stability.

The Company and the Union recognize that Workers' Compensation legislation and the Human Rights Code place an onus on the employer to accommodate injured and ill employees to the point of undue hardship, and on the union and the employee to participate in return to work initiatives.

This policy has the objective of assisting injured and ill workers by:

1. Supporting employees in maintaining their dignity and self-respect subsequent to being adversely affected by a disabling injury or illness;

2. Ensuring the well-being of affected employees and, by doing so, reduce the stresses associated with adjusting to disability, reintegration into the workplace, financial complications and other factors that adversely affect the disabled employee;
3. Restoring the employee as much as possible to a normal life pattern while returning a valuable human resource to productive activity within the workplace;
4. Ensuring the involvement of the ill or injured worker, including the advice of the employee's medical practitioner, in a return to work plan;
5. Ensuring appropriate respect of medical confidentiality while recognizing that adequate medical information is critical to return to work initiatives.

To that end the Company agrees to make every reasonable effort to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties, as a result of an occupational or non-occupational injury or illness. This may include training and/or the modification of work stations or equipment to accommodate disabled employees in a manner consistent with the collective agreement providing that such accommodation does not create undue hardship to the Company.

The Union and the employee agree to cooperate as is reasonably practicable in the provision of timely and adequate medical information and updates to that information.

In order to accommodate a disabled employee the following shall apply in the order listed below:

1. First, the disabled employee's present position will be considered for modification. The goal will be to bring the injured/ill worker back to the essential duties of their pre-injury job.
2. Second, the essential duties of positions within the disabled employee's classification will be considered.
3. Third, the essential duties of positions within the bargaining unit will be considered.

If a job vacancy exists within the bargaining unit which an ill or injured employee can perform, they may be placed in such job without the necessity of a job posting, subject to the agreement of the Union.

In consultation with the employee and the Union, the Company will develop a return to work plan based on the above criteria. The return to work plan should be constructive and it should assist the employee in re-integrating into the work force. The consultation process will include a review of any relevant reports, including medical reports.

Should there be any need for representatives of the parties to contact the workers' doctor, they will do so only with the workers' written authorization. If the Company requires a detailed medical report(s) beyond the Health Assessment Form, it will pay the cost of such report(s).

In cases of temporary disability, it is agreed that the employee will be paid at their pre-injury rate while performing modified duties pursuant to a return to work initiative.

**Permanent Disability**

1. Permanently disabled employees are those who experience an injury/illness that permanently restricts their ability to perform their regular duties
2. A doctor's report detailing the nature of the restrictions and capabilities of the employee, and the employee's prognosis and ongoing treatment must be submitted to the Company by the employee. The Company has the right to require an employee claiming permanent disability to submit reports and information provided by the employee's own doctor to a formal review by a medical practitioner selected by the Company. In the event of a conflict between the opinion of the employee's own doctor and the medical practitioner selected by the Company, the Company may require the employee to attend for an independent medical examination. The Company shall pay the cost of such an examination or review and report(s) arising from same, as well as any actual time loss incurred by the employee in attending such a medical examination.
3. In consultation with the employee and the Union, the Company will make every reasonable effort to establish a permanent modified work plan. Such a plan is subject to the same criteria as set out above.

4. The Modified Work Plan for a permanently disabled employee will be reviewed at least annually and may be re-evaluated in the event that relevant circumstances change subsequent to the plan's implementation. Updated medical information as in 1) above may be required.
5. Accommodation may require an adjustment of work process or schedule, reasonable financial investment made by the Company to modify a work station, tool or machine, or additional training of reasonable duration.
6. In the event a permanently disabled employee cannot perform the core duties of their pre-injury classification it is agreed that the employee may be re-classified and will thereafter receive the rate of pay of the new classification.
7. Accommodating permanently disabled employees may require special arrangements not provided for by the collective agreement. All exceptions to the seniority provisions of the collective agreement must be negotiated and jointly agreed to by the Union and the Company.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

**#8 - SOCIAL JUSTICE FUND**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

Whereas the parties have agreed to enter into a Collective Bargaining Agreement and have mutually agreed, in consideration of that Agreement, to enter into this Letter of Agreement which will be in effect for the duration of the said Collective Agreement which commences on the 1st day of April, 2012;

The company agrees to pay into a Social Justice Fund one (.01) cent per hour per employee for all compensated hours, effective October 1, 1999. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to the following address:

CAW Social Justice Fund  
205 Placer Court, North York  
Willowdale, Ontario  
M2H 3H4

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

## **#9 - DISABILITY DISPUTE PROCESS**

### **BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

Where there is a dispute between the insurance carrier's physician/adjudicator and the employee's physician on the ability of the employee to return to work, the dispute shall be handled in the following manner:

1. The insurance carrier will provide an employee on disability leave where possible two (2) weeks written notice of intention to suspend benefits. The notice will state intended date of suspension, the reason for suspension, and if appropriate, any actions the employee may take to maintain benefit continuation. The Union Plant Chairperson will receive a copy of the notice providing a written release is obtained from the employee. Notice to the Union may be written or verbal.
2. Should a resolution not be possible, the carrier shall send the employee to a physician for an independent medical opinion (IMO).



3. The employee shall provide to the physician conducting the IMO any medical reports in his possession from his own physician. In the event the physician conducting the IMO believes he/she may come to a conclusion different from that of the employee's physician, the physician conducting the IMO shall speak to the employee's physician by telephone, prior to completing his/her report.
4. Any report prepared by a physician conducting an IMO will conclude a statement as to whether the employee is able to work, not able to work, or able to work with restrictions (which will be detailed). Unless the physician conducting the IMO believes it would be medically contra-indicated, he/she shall give a copy of his/her report to the employee.
5. The carrier will reconsider its decision based on the report of the IMO. Should a dispute still exist thereafter, the matter will be referred to a member of senior management of the carrier for another reconsideration.

6. On a periodic basis representatives of the Company and the Union will meet as an advisory committee to assess the current procedure. Such a meeting may include but is not limited to:
- A review of summary of reports from the IMO examiner, attending physician and plant carrier's physician providing such reports are available.
  - Establishing a list of examiners in the local area. Each examiner must be approved jointly by the Union and the Company. An examiner can be removed from the list upon the request of the Union or the Company.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

**#10 - EARLY RETIREMENT OFFERING**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

The Company agrees to an annual early retirement offering which will be extended to employees age sixty three (63) and older with a minimum of two (2) years service, on the same basis as previous offerings. This offering will also permit any members who have retired at age sixty two (62) to access the bridging benefit in the year they become sixty three (63).

The bridge will equal the maximum monthly dollar amount payable during the lifetime of the member to age sixty five (65) under Income Tax legislation and takes into account entitlement to CPP and OAS.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

**#11 - PRESCRIPTION DRUG CARD**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

The parties agree to jointly educate employees on using pharmacies with less expensive dispensing fees. In the event this effort is not successful in reducing claims of dispensing fees in excess of ten (\$10.00) dollars to 25% or less of all bargaining unit claims, the Company will implement a cap on dispensing fee reimbursement of ten (\$10.00) dollars effective April 01, 2012.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: JANICE HARPER

PER: DAVE HIEBERT

## **#12 - SUMMER STUDENT PROGRAM**

### **BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

During the course of negotiations the Company and the Union discussed a summer hiring program that consists of family members of employees and students. The program is intended to supplement the existing workforce during the summer months (May 1st to Labour day weekend). The Company will consider hiring family members and students each year to provide for vacation relief. All laid off employees must be recalled prior to the hiring of summer students.

The following conditions shall apply:

1. Family members of employees shall receive first consideration on at least a proportional basis: Union to Non-Union.
2. Students returning from the previous year(s) shall be given priority consideration over other student hires.
3. All students must be enrolled in a full-time college or university program and be returning to school in the fall.
4. Summer employees will receive 85% of the classification base rate for the duration of their employment.

5. Summer employees shall not accumulate seniority and shall be considered as probationary employees.
6. Summer employees shall only be eligible for overtime after all employees who are willing and able to do the work have been requested to perform such overtime assignment.
7. Summer employees must be at least 18 years of age prior to beginning work.
8. Summer employees will be eligible to work from May 1 until the end of Labour Day weekend. No summer employee shall continue as a full-time employee following summer employment.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

**#13 - WI/WCB COVERAGE**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

This will confirm the understanding reached in negotiation that in the event of a dispute with the Workers Compensation Board regarding the acceptance of a claim and/or the delay of payment from a claim, the parties will approach the Weekly Indemnity/Long Term Disability insurance carrier to arrange coverage with the insurer with a repayment provision if the WCB claim is accepted. It is understood that employees must qualify for coverage under the Master Insurance Program.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

**#14 - HEALTH AND SAFETY TRAINING**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

As we agreed during negotiations, the Company will assess the benefits and related costs of utilizing CAW Health and Safety training programs with a view to utilizing these programs, provided they are competitive both in cost and quality, for the training of employees as well as all members of the Safety and Health Committee members.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT



**#15 - HVAC MECHANIC**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

In the event the Company decides to hire an HVAC Mechanic as an employee, it is agreed that such classification will be within the scope of the Collective Agreement and added to the classifications covered by Appendix "D". It is further agreed that when initially hiring such HVAC Mechanic the Company will not be required to comply with the training requirements in Article 16.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: JANICE HARPER

PER: DAVE HIEBERT

**#16 - HUMAN RIGHTS ACT**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

This will confirm the agreement between us that the Parties endorse the principle of employment equity in the Human Rights Act of Manitoba and encourage such affected groups to apply for hire.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

## #17 - ATTENDANCE RECOGNITION

### BETWEEN:

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

In recognition of the importance of good attendance and the value of employee recognition, the Company will implement an attendance recognition program.

Effective April 01, 2009, good attendance will be recognized by a bonus payment program in the following manner:

- \$750.00 bonus payment for 0 days missed
- \$600.00 bonus payment for 1-3 days missed

Paid leaves and unpaid leaves granted for the observance of religious obligations are exempt from the attendance bonus criteria. The time period for review of attendance will be a 1 year period beginning November 1 of each year. The bonus payment will be included on the first pay period in December.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

**#18 - EXEMPTIONS FROM MINOR OFFENCES  
#14 AND #15**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

Where an employee is fifteen (15) minutes late or less and is unable to call in prior to the start of their shift, that occasion will not form the basis of a violation of Minor Offence #14. The employee is required to provide a reason for their lateness.

It is understood that for the purposes of Minor Offense #15 that STD/LTD accepted claims will be exempted from this rule.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

**#19 - MEDICAL NOTES**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

Where an employee makes a disability claim under paragraphs one (1) or two (2) of Article 25.01 (temporary and long term disability) it is agreed that the Company will pay for the initial medical form to be completed by the employee's doctor.

In cases of non-occupational injury or illness where there is no temporary disability claim the Company will pay for two (2) doctors' notes per employee per year if such notes are requested by the Company to verify that injury or illness. When medical is requested from an employee the Company will ensure that the request made will be reasonable.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: JANICE HARPER

PER: DAVE HIEBERT

**#20 - ERGONOMICS COMMITTEE**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

The Company and the Union recognize the importance of addressing ergonomic issues in our workplace. For the lifetime of the Agreement, the Company agrees to maintain an Ergonomic Committee consisting of two (2) Bargaining Unit and two (2) Non-Bargaining Unit volunteers, a management representative, and the Union Joint Health and Safety Committee Co-Chairperson or designate. The Committee will meet no less than on a quarterly basis.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

**#21 - PRODUCTION MECHANIC  
CLASSIFICATION**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

The Company agrees to continue to develop a "skills matrix" for this position in consultation with the Union and to implement an additional four (4) PRM positions in year two of the agreement.

These PRM's would be used as floaters and be assigned to tasks as needed by the Company within all locations as they would have the skills to complete the majority of the tasks at all locations, i.e., Retrofit, troubleshooting, shortage of manpower in departments and to train new employees.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: JANICE HARPER

PER: DAVE HIEBERT

**#22 - SUMMER SHUTDOWN**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

The Company and the Union recognize the importance of maximizing the ability of employees to enjoy time off in the months of July and August.

To this end, the parties agree to work towards achieving days of plant shutdown during the summer months in 2010 and 2011. The discussions will include, but not be limited to, consideration of manufacturing scheduling, impact on supply to other locations, use of volunteers during possible shutdown, and use of accrued vacation time and/or employee birthday days.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT



## **#23 - VACATION OFFERING GUIDELINES**

### **BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

As business requirements do not permit a summer shutdown, vacation will be offered in accordance with the following Vacation Offering Guideline. Vacation shall be granted within each department and by seniority in the occupational groups, subject to operational requirements. A separate vacation list by occupational group will be maintained and posted monthly within each department, with a copy to the Union. Vacation listing will be done on a standardized form, which will clearly indicate each offering and special requests granted.

### **Process of Scheduling Vacation**

First Offering (beginning on April 01) - based on departmental seniority in the occupational group, each eligible employee will receive, at their option, the opportunity to book in weekly blocks, a maximum of two (2) weeks vacation in the months of June, July, August or September; or a maximum of three (3) weeks vacation from October to May.

Second Offering (commencing immediately after the first offering is complete) - each eligible employee based on departmental seniority in the occupational group, will have an opportunity to

book one additional week of vacation entitlement.

Third Offering (commencing immediately after the second offering is complete) - this will be the final vacation offering. Each eligible employee based on departmental seniority in the occupational group will book all of their remaining outstanding vacation entitlement. All vacation offerings will be complete by September 30th of the vacation year.

For each offering the supervisor will canvass by seniority each employee in the department. The employee will review the vacation slots still available and will be required to make their selection within the first hour of the start of their scheduled shift, no later than two (2) days from when first approached to make a selection.

All exceptions to this process will be approved by the Plant Manager and in his absence a Superintendent. Exceptions will only be considered due to emergency or extenuating circumstances. Should a single day vacation request be granted, the approved day will be deducted from the employee's scheduled vacation. Single day vacation requests for non-emergencies will only be considered if the department allotment will allow, and will be dealt with in the order received.

Employees who do not book their vacation as described above will be passed over until all other employees have been approached for their selection. Once all department employees have been approached, all employees who have remaining outstanding vacation which they have not booked will have their vacation dates

assigned by the department Supervisor. The assignment of outstanding vacation will be based on available openings within the vacation schedule.

All vacation pay will be as a wage continuance, and will be paid on a regular pay period. Vacation pay of five (5) days or more can be paid in advance on the employee's last cheque prior to departing for vacation, providing a Personnel Notification is received by the Human Resources Department no later than four (4) weeks in advance of the pay period preceding the approved vacation period.

All advances are taxed in accordance with Revenue Canada Guidelines.

It is the employee's responsibility to ensure a Personnel Notification is submitted to the appropriate Supervisor for all booked vacation time. The Company will ensure the correct payment of vacation entitlement while on vacation.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

**#24 - LOCAL TELEPHONE SERVICE**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

The Company agrees that it will maintain local telephone service (to include long distance access with employee's calling card) in all Winnipeg facilities for the use of employees.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

**#25 - ATTENDANCE RECOGNITION  
EXEMPTIONS**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

Paid leaves and unpaid leaves granted for the observance of religious obligations are exempt from the attendance bonus criteria.

Unpaid leaves of absence granted pursuant to Article 22.05 and Article 22.06 (Bereavement) are exempt from the attendance bonus criteria.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: JANICE HARPER

PER: DAVE HIEBERT

**#26 - ENTRY LEVEL POSITIONS  
PROGRESSION**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

It is agreed that upon ratification of this agreement the following wage scale and progression will apply to all employees hired after April 01, 2012 in the classifications in the following chart.

It is further understood and agreed that employees hired before April 01, 2012 will not be affected by this Letter of Agreement.

Entry level wage rates for new hires are frozen for the life of the Agreement.

<b>Lower Entry Level Wage Rate &amp; Longer Progression</b>					
<b>Year 1, 2 &amp; 3</b>	<b>APW</b>	<b>PTH</b>	<b>MHF</b>	<b>UTP</b>	<b>AMO</b>
First 1500 hrs.	\$18.23	\$18.02	\$18.02	\$18.11	\$18.23
1501-3000 hrs.	\$19.23	\$19.02	\$19.02	\$19.11	\$19.23
3001-4500 hrs.	\$20.23	\$20.02	\$20.02	\$20.11	\$20.23
4501-6000 hrs.	\$21.23	\$21.02	\$21.02		\$21.23

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: JANICE HARPER

PER: DAVE HIEBERT

**#27 - NEW SHIFTS**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

Upon ratification the parties agree to discuss the possibility of the implementation of a compressed work week which will only affect the maintenance department & machine shop during the life of the Agreement.

This will include the consideration of both ten (10) hour and twelve (12) hour shifts, which would be paid at straight time rates during the regularly scheduled hours. It's understood that any new shift agreements will be by job posting, volunteers and new hires.

Any changes to the shifts will not be implemented without the written agreement of the Union.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: JANICE HARPER

PER: DAVE HIEBERT



## #28 - BUMPING TESTS

### BETWEEN:

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

The parties agree to review, and if necessary to redo bump tests for classifications other than the MFT during the first six (6) months of this Agreement.

As provided for in Article 15.06 (A) (v) the testing committee will agree on the content of the test. The pass mark/criteria will be determined by the testing committee and verified through testing of a sample of incumbents in the classification.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: JANICE HARPER

PER: DAVE HIEBERT

**#29 - SPECIAL PROJECTS**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

Where a special project is undertaken by the Company which requires Bargaining Unit employees to work offsite, the following process for recruiting employees to participate shall occur:

1. The Company shall determine skill sets and number of bargaining unit employees required and communicate these requirements to the Union;
2. Subject to sufficient skill and ability, employees will be asked to volunteer, in the event there are more volunteers than required seniority within occupational groups will govern;
3. If more than twenty (20) Bargaining Unit employees are involved in the special project, the Union may appoint a shop steward from the group.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

**#30 - SUMMER HOURS**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

The Company agrees to meet with the Union prior to  
April 1st of each year to discuss summer hours of work.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: JANICE HARPER

PER: DAVE HIEBERT

**#31 - TEMPORARY RECALL**

**BETWEEN:**

NEW FLYER INDUSTRIES CANADA ULC  
- and -  
NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA, LOCAL NO. 3003

The parties agree that the Company may utilize the recall list for labour requirements of thirty (30) working days or less which would be implemented outside of the process contained in Article 15.06 and Article 15.10. Employees who have recall rights to the classification required would be contacted by telephone and advised of the anticipated length of the temporary recall and start date. In the event an employee cannot be contacted within forty eight (48) hours the opportunity will be offered to the next most senior employee who has recall rights to the classification required. If the recall is more than ten (10) working days the employee and the Union will be given ten (10) working days notice of layoff. If the recall is ten (10) or less working days the employee and the Union will be given five (5) working days notice of layoff.

DATED this 1st day of April, 2012.

**NEW FLYER  
INDUSTRIES CANADA  
ULC**

PER: JANICE HARPER

**NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS  
UNION OF CANADA, LOCAL 3003**

PER: DAVE HIEBERT

2012

JANUARY						
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