

Agreement No. 16

Between

Avcorp Industries Inc.
(dba Latecoere Aerostructures Canada)

And

International Association of Machinists and
Aerospace Workers, Local 11



April 1, 2025 - March 31, 2028

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Introduction to Agreement

Vision Statement

The parties to this Agreement believe that the Company and its employees want the opportunity to achieve and maintain success by joint effort in a competitive global aerospace industry. By creating an atmosphere of trust and respect through education and training, open communications, commitment, and problem solving, we will prosper economically and succeed in our goals.

Human Rights

The Company and the Union agree that no individual will be discriminated against, in accordance with prevailing Human Rights legislation.

Article 1 Purpose

Preamble

This Agreement has been entered into this, **April 1, 2025** by and between Avcorp Industries Inc., (dba Latecoere Aerostructures Canada) hereinafter referred to as the “Company”, and the International Association of Machinists and Aerospace Workers – Local 11, hereinafter referred to as the “Union”.

Flowcharts

Flowcharts used in this Collective Agreement shall be used as interpretive guides for purposes of illustration only. They shall not be used to supersede the language of the Collective Agreement. This clause shall not apply to the Continuation of Benefits chart in Article 11.12.

1.1 General Purpose

The general purpose of this Agreement is to record orderly collective bargaining between the Company and its employees represented by the Union, to secure prompt and equitable disposition of grievances, and to maintain mutually satisfactory hours, wages, and working conditions.

It is in the mutual interest of the parties to provide for the operation of the facility, which will further, to the fullest extent possible, the safety and physical welfare of the employees, continuous improvement in quality, production and cost reduction, cleanliness of the facility and protection and respect of property. It is recognized by this Agreement to be the objective of the Company, the Union and the employees to cooperate fully, individually and collectively for the advancement of these conditions.

1.2 Waiver or Adjustment of Contract Provisions

The Company and the Union recognize the desirability to obtain and maintain contracts with the resultant contribution to employment and job creation for Union members. It is therefore recognized that in certain circumstances it may be necessary to waive or adjust provisions of the Collective Agreement in order to obtain and/or maintain such contracts.

In those circumstances where the Company can demonstrate the desirability for certain modifications to the Agreement and/or employment requirements, in order to obtain and/or maintain contracts, the Company will meet with the Union to review the subject in detail. Such meeting will include a review of those items identified by the Company.

The Company and the Union agree that it is incumbent upon both parties to endeavor to work out the most acceptable arrangement to cover the work requirement.

The Agreement arrived at will be in writing, signed by the Company and the Union, and may be implemented upon mutual agreement of the majority of the affected employees.

1.3 Definition of Supervisor

Where the term Supervisor is used in this Agreement, it will be interpreted as non-union or management staff employed in a capacity of directing work or employees.

1.4 Gender References

Both parties agree to adopt a gender-inclusive approach to drafting language in this Collective Bargaining Agreement. Our principles are consistent with the values of equality recognized, for example, in the *Canadian Charter of Rights and Freedoms*, as well as with policies that seek to promote gender equality.

1.5 Strike and Lockouts

During the term of this Agreement the parties hereto agree that there will be no strikes or lockouts as defined under the British Columbia Labour Relations Code.

1.6 Government Legislation

If there is legislation passed that makes any Article of this Agreement inoperable, or in conflict with another Article, the remainder of the Agreement shall remain in force.

1.7 Successor Rights

If the Company or a substantial part of the Company is sold, leased, transferred or otherwise disposed of, the Purchaser, lessee or transferee is bound by all the Articles to the same extent as if it were signed by **them**.

Article 2 Management's Rights

2.1 Operation and Direction of the Workforce

The management of the operation and direction of the workforce is vested exclusively in the Company, providing this will not be used to contravene any of the provisions of this Agreement. It is understood that any matter not specifically set forth herein remains within the reserved rights of the Company.

2.2 Rules and Regulations

The Company shall have the right to establish, maintain and enforce rules and regulations to assure orderly plant operations. It is understood that such rules and regulations shall not be inconsistent with the provisions of the Agreement, and that they shall be freely available for all employees to review upon request. A copy of the Company Rules and Regulations shall also be furnished to the Union **Business Representative and Senior Steward**.

The Company agrees to provide sixty (60) calendar days notice of any changes that impact employees and will engage in good faith discussions with the Union on such matters.

2.3 Management and Staff Performing Work

Management personnel shall not engage in or be utilized in any way which may be construed as performing work which is normally accomplished by personnel covered by the Agreement.

It is understood that Management retains the right to instruct Bargaining Unit personnel in methods of performing work procedures, on a recurrent training basis or participate in the development and installation of new procedures until such time the procedures are established.

It is understood and agreed that accountability for validation of new tooling, new product design and subsequent design changes, rests with the Engineering staff. This process, led by Engineering staff, requires a high degree of collaboration between shop floor technicians and the Engineering Departments. The parties will work co-operatively in troubleshooting and problem-solving on new products as below:

- Validation of new tooling
- New product related designs and subsequent design changes
- Tool designs
- NC programs
- CMM programs
- First article process

This clause is not intended to have Engineering staff replace Bargaining Unit employees in operation of equipment. Rather, it is agreed that Engineering and Production employees shall work together in the operation of equipment to resolve issues during design validation to develop efficient production processes.

Article 3 Union Representation

3.1 Recognition and Number of Shop Stewards

The Union shall designate and the Company shall recognize Shop Stewards and the Senior Shop Steward. The number of Shop Stewards shall be kept to a ratio of one (1) to thirty-five (35) employees, with a minimum of twelve (12) Shop Stewards. The Company shall be kept informed of the names of each Shop Steward.

3.2 Investigation of Grievances by Stewards

The Union acknowledges that the Shop Stewards, Shop Committee, and Union officials will continue to perform their regular duties on behalf of the Company, and that they shall report to their immediate Supervisor or Chargehand and obtain approval before leaving their jobs for the purpose of investigating a grievance or to attend a meeting scheduled by the Company,

Such approval shall not be unreasonably withheld.

Upon entering a department other than **their** own, the Shop Steward will inform that Supervisor or Chargehand of the nature of the grievance **they are** investigating.

If requested by the Shop Steward the aggrieved employee will be released for the purpose of discussing **their** grievance.

Shop Stewards will labour on Union business when leaving the job.

Shop Stewards and aggrieved employees will be paid at their rate for time during their scheduled work hours for investigation of grievances on the Company premises.

Union Representatives time off, off the premises, will be Union paid unless mutually agreed to by the parties. For time spent at Collective Bargaining negotiations, the Company shall pay fifty (50%) percent of the wage loss for a maximum of three (3) employees directly involved in those negotiations.

3.3 Senior Shop Steward

The Senior Shop Steward shall have sufficient time on an as required basis to attend to Union business. Approval for this time off shall not be withheld by the Company. The Senior Shop Steward shall be on straight day shift.

3.4 Shop Committee

The Union shall appoint a Shop Committee, which will be recognized by the Company. The Committee will be comprised of four (4) duly elected Shop Stewards, one of whom shall be the Senior Shop Steward.

The Shop Committee will meet with the designated Company representative(s) on a monthly basis, or as mutually agreed to by the parties, to investigate, assess and recommend solutions regarding the following general matters:

- a) Workplace issues which may impact upon the Collective Agreement;
- b) Discussion of ongoing or contemplated activities so that positive relations may exist between the Employer and the employees;
- c) Improving and extending services to the customer;
- d) Promoting safety practices, but not duplicating the role of the Health and Safety Committee;
- e) Identifying and correcting conditions causing grievances and misunderstandings so as to prevent disputes;
- f) Sub-contracting issues as referenced in Article 25.8.

Where the Company intends to make changes in the workplace that will impact upon the bargaining unit employees, the Company agrees to provide as much advance notice as possible to the Shop Committee and/or the Senior Shop Steward.

The Shop Committee shall not have any authoritative jurisdiction over grievances or any component of the Collective Agreement.

A written list of all Shop Committee members shall be furnished to the Company, and the Union shall notify the Company of any changes. The Union Shop Committee members shall be on day shift for the duration of their term.

In addition to its meetings with Management, the Shop Committee shall be allowed if necessary, up to one (1) hour with pay every week, at regular rates, to meet in order to conduct Shop Committee business.

Shop Committee members shall obtain approval from their Supervisor before leaving their job to do Shop Committee business and shall provide the Company with an advance schedule of such regular meetings wherever possible.

Shop Committee members shall not conduct any of their business while working on overtime hours, and shall labour on to Union Business when undertaking any Committee work.

3.5 Local Business

Local business will be conducted on the employee's own time and off Company premises unless mutually agreed to by the parties.

Article 4 Union Recognition

4.1 Union as Sole Bargaining Agent

The Company recognizes the Union to be the sole bargaining agent for all hourly paid employees of Avcorp Industries Inc. (dba Latecoere Aerostructures Canada), at 10025 River Way, Delta, B.C. or any other address in British Columbia at which the Company operates a manufacturing facility under that name.

4.2 Deduction of Dues and Special Assessments

During the term of this Agreement, the Company will deduct monthly Union membership dues and special assessments from the wages of each employee as designated by the District in writing. It is agreed that this deduction will commence from the first day of employment. The Company shall remit to the Financial Secretary of the District a total of all amounts so deducted by the fifteenth (15th) of the following month. The Company shall not charge a fee for this procedure. The Company will at the same time forward to the Financial Secretary of the District a list of all employees from whose wages such deductions have been made. Such list shall be provided both as a paper copy and in digital format. The Company agrees to change the amount of monthly Union dues to be deducted upon receipt of notification in writing from the Union that such change has been authorized by a majority vote of the Union.

4.3 Deductions from Employees Off Sick

No Union dues will be deducted from an employee who is off sick for a period in excess of one (1) month. The deduction of dues is to recommence on employee's return to work.

4.4 Employees to become Members

All employees covered by this Agreement shall become members of the Union within thirty (30) days of hire. Employees must remain members of the Union in good standing as a condition of continued employment.

4.5 Introduction of New Employees

New employees shall be introduced to their department Shop Steward when reporting to commence work.

4.6 Union Notice Boards

A Union notice board will be provided. Any notices posted in the plant will not be illegal, abusive, libelous or of a defamatory nature or that could be contrary to good customer relations.

4.7 EI Rebate

Where the Employer receives reduced EI rates, the parties agree to a fifty-fifty (50-50) sharing arrangement of the rebate. The Union's share of the rebate will be allocated towards funding of one-half of the Employee Assistance Program and the remainder of the Union's share of the rebate is to be made payable to the Local.

Article 5 Seniority

5.1 Probationary Employee

A new employee must successfully complete a probationary period of **one hundred (100)** days worked, exclusive of overtime.

This probationary period may be extended by mutual agreement between the Company and the Senior Shop Steward or **their** designate.

After completing the probationary period an employee shall be regarded as a permanent employee and **their** seniority shall be calculated from the date of hire.

If during the probationary period, it is recommended by the employee's Manager with Chargehand input, the employee's wage rate shall be reviewed and a wage rate increase may be made. All decisions with respect to wage rate increases rest with management. Adjustments shall not be retroactive.

5.2 Company Seniority

Company seniority for all employees shall be the length of service with the Company and shall govern the following:

- a) Vacation entitlement.
- b) Benefit entitlement
- c) Severance entitlement
- d) Any other matter mutually agreed between the parties.

In the event that two (2) or more employees commence work on the same day, their seniority placement shall be determined by random selection carried out with a Shop Steward present.

5.3 Classification Seniority

Except as otherwise provided in this Agreement:

Classification seniority for all employees shall commence from the date of entry into the classification as outlined in Article 6 and shall not be transferable from one classification to another; and classification seniority earned in a previous classification may be used for bumping purposes in the event of a layoff.

Classification seniority shall govern as follows:

- a) Retention as a result of a layoff.
- b) Recall following layoff.
- c) Bumping rights.
- d) Any other matters mutually agreed between the parties.

Classification seniority shall be cumulative for employees who return to a classification in which they have frozen seniority.

5.4 Employees in Same Classification with Same Seniority Date

In the event that more than one employee in a classification has the same seniority date, the employee with the longer Company service will appear first on the seniority list.

5.5 Employee Seniority in Special Circumstances

Where special circumstances warrant, an employee's seniority may be reviewed and established by agreement between the Company and the District.

5.6 Reclassification Seniority

When an employee is reclassified in accordance with the provisions of Article 7 from one classification to another as defined in Article 6, the employee shall continue to retain and accrue seniority in **their** previous classification for a period of sixty (60) days of actual work excluding overtime from the date of reclassification. However once this period has been completed the employee shall continue to retain but not accrue seniority in **their** previous classification.

5.7 Accrual Seniority in More than One Classification

When an employee is displaced or laid off in accordance with the provisions of Article 9 and subsequently accepts work in another classification covered by this Agreement, **they** shall continue to accrue seniority in both classifications until such time as **they are** recalled to **their** previous classification. At that time the employee shall have the option of remaining in **their** present position or returning to **their** previous classification. The employee shall have five (5) calendar days to advise the Company in writing of **their** intent. If the employee chooses to return to **their** former classification **they** shall retain but not accrue seniority in the classification not chosen. If **they** choose to remain in **their** present position the following shall apply:

- (a) Had **they** been in the position for less than a period of sixty (60) days of actual work excluding overtime, **they** shall continue to accrue seniority in **their** previous classification or until **they** will have a period of sixty (60) days of actual work excluding overtime in the new position. Once this period has been completed **they** shall retain but not accrue seniority in **their** previous classification.
- (b) Had **they** been in the position for a period of sixty (60) days of actual work excluding overtime or longer **they** shall retain but not accrue seniority in **their** previous classification.

5.8 Posting of Seniority Lists

The Company shall on or before February 1st and September 1st of each year post on its bulletin boards throughout the plant, seniority lists which shall reflect Company and Classification seniority as referred to in this Article.

Seniority lists shall remain posted on the bulletin boards and a copy of the lists will be forwarded to the Senior Shop Steward.

5.9 Complaints Regarding Seniority Lists

Employees, including those that maybe on lay-off, shall have thirty (30) calendar days after the posting of such seniority lists in which to file a complaint, as per Article 13, in writing regarding any alleged omissions or errors.

5.10 Complaints Outside of Time Limits

If a seniority date change occurs and a complaint is not lodged within thirty (30) calendar days then no complaint may occur following the thirty (30) calendar day period.

5.11 Seniority Rights for Employees in Exempted Positions

Employees transferred to positions exempted from this Agreement shall retain seniority rights within the bargaining unit for a maximum of one hundred and eighty (180) calendar days. If the employee returns to the scope of the Agreement within this one hundred and eighty (180) calendar day period, **they** shall return to the highest automatic progression attained in **their** former classification provided said employee remits payment of Union dues for the period spent outside the scope of the Agreement.

5.12 Seniority Relating to Resignation or Discharge

Employees resigning from the service of the Company or discharged for just cause shall lose all seniority.

5.13 Seniority for Inspector Technicians and NDI Technicians

Inspector Technicians shall maintain seniority commencing from the date of appointment in the Technician position for the purpose of layoff and recall and they will also continue to maintain and accrue seniority in the Inspector classification.

NDI Technicians will accrue seniority in the NDI classification.

Article 6 Classifications

6.1 Classification of Employees

Each employee shall be classified in accordance with the general classifications set forth below and shall be paid the appropriate wage rate per Article 21.

It is understood that all employees as part of their regular duties can perform 5S related tasks. Employees may be required to assist with Kaizen-related tasks within the parameters of their own job classification.

It is further understood that all employees as part of their regular duties may be required to perform work area, product and process orientation.

6.2 Tool and Die Maker

One who has demonstrated to the Company that **they have sufficient experience, ability and competence to work directly from drawings, specifications and CAD/CAM designs to produce and repair production tools such as dies, jigs, fixtures, and specialty tools used to manufacture parts. They fabricate components to meet exacting standards and close tolerances.**

To ensure accuracy, Tool and Die Makers use hand tools, measuring equipment, manual and computer numerical control (CNC) machines and may also use 3D printers. They calculate dimensions, tolerances and types of fit, and are knowledgeable about the properties of metal and non-metallic materials such as plastic, rubber and composite materials.

Skilled Trades BC does not currently provide support for Apprenticeships in this trade. Interprovincial (Red Seal) Certifications for Tool and Die Maker are only available through a Skilled Trades BC Challenge Pathway, which includes:

- **Approved Challenge Application**
- **2700 hours of Tool and Die Maker trade related work experience**
- **Machinist Certificate of Qualification with Red Seal Endorsement**

Employees in the Tool and Die Maker classification will progress through the classification levels per Article 21.

- a) Tool and Die Maker 1**
Hired as a Tool and Die Maker due to relevant training and/or experience in complementary disciplines but has inadequate Machinist training or experience.
- b) Tool and Die Maker 2**
Experienced Machinist but does not have training, experience, or qualification as a

- Tool and Die Maker.**
- c) **Tool and Die Maker 3**
Journey person Machinist with Interprovincial Red Seal Endorsement but does not have qualification as a Tool and Die Maker Red Seal Endorsement.
 - d) **Journey person Tool and Die Maker**
One who possesses an Interprovincial Red Seal or Certificate of Qualification with Interprovincial Red Seal Endorsement designation as a Tool and Die Maker. Formal Tool and Die Maker training and qualifications outside of Canada will be considered on a case-by-case basis. Journey person Tool and Die Makers must assist in the training of employees in this classification who have not achieved qualification as a Journey person.
 - e) **Tool and Die Maker Optics/Laser Tracker**
An employee who satisfies all the requirements of any Tool and Die Maker position with the additional capability of jig fabrication and assembly and erection using jig mastering techniques, utilizing optical tooling equipment or laser tracker. All levels in the Tool and Die Maker classification are eligible for this certification premium, provided the employee successfully completes Company training and certification in Optics/Laser Tracker.

6.3 Machinist

One who has demonstrated to the Company that **they have** sufficient experience and ability in the setting up and operation of machine shop equipment both conventional and computer numerical controlled (CNC). Also includes use of tool and cutter equipment for sharpening of various cutters, drills, end mills, countersinks, saw blades and other cutting tools.

Work-Based Training (WBT) hours are required by Skilled Trades BC in order to progress to some levels of the apprenticeship pathway.

- a) **Machinist Apprentice 1**
One who is Registered as an Apprentice Level 1 or is enrolled in the Machinist Foundation Program.
- b) **Machinist Apprentice 2**
One who has successfully completed Apprentice Level 1 or Machinist Foundation Certificate of Completion and is accumulating WBT hours towards, or is attending Technical Training at, Apprentice Level 2.
- c) **Machinist Apprentice 3**
One who has successfully completed Apprentice Level 2 and is accumulating WBT hours towards, or is attending Technical Training at, Apprentice Level 3.

- d) **Machinist Apprentice 4**
One who has successfully completed Apprentice Level 3 and is accumulating WBT hours towards, or is attending Technical Training at, Apprentice Level 4.
- e) **Machinist Apprentice 5**
One who has completed Apprentice Level 4 Technical Training but:
 - has not completed their total WBT hours
 - or
 - has not passed the Certification exam
 - or
 - has not obtained their Red Seal designation.
- f) **Journeyman Machinist**
One who possesses an Interprovincial Red Seal or Certificate of Qualification with Interprovincial Red Seal Endorsement designation as a Journeyman Machinist. Journeyman Machinists must assist in the training of Apprentices.

6.4 a) Mechanic

One who has passed through recognized training and has demonstrated to the Company that **they have** sufficient experience and ability in machine, bench, hydraulics, assembly, finished work, **oil and dipping of production parts** or other duties, and is competent to work directly from drawings and perform all operations of **their** trade. Includes Bench and Structural Assembler, Production Machine Operator (excluding machine shop production machines) and Process Line Operator (**Boric Sulfuric** and Phosphoric Lines), as well as sufficient experience and ability in the general operations of the Company's Metal Bond shops and clean rooms. Employees assigned to Robotic cell operation must be at the highest Mechanic level or Aircraft Structural Technician.

The company will make a pre-determination of mechanic classification level upon hire of new mechanics. After the new mechanic has completed their probationary period, the joint training committee will be responsible for evaluation and training progression per Article 8.1.

Progressions will be per Article 21.4.

- i) **Mechanic**
One who is operating as a mechanic, pre-certification or pre-apprenticeship.
- ii) **Mechanic 1**
One who is attending Level 1 Training of the Company Alternate Certification Program.
- iii) **Mechanic 2**
One who has successfully completed Level 1 Training and is accumulating Work-Based Training (WBT) hours towards, or is attending Technical Training at, Trainee Level 2.

- iv) **Mechanic 3**
One who has successfully completed Level 2 Training and is accumulating WBT hours towards, or is attending Technical Training at, Trainee Level 3.
- v) **Mechanic 4**
One who has successfully completed Level 3 Training and is accumulating WBT hours towards, or is attending Technical Training at, Trainee Level 4.
- vi) **Company Certified Mechanic**
One who:
 - a) **has obtained a Certificate of Completion of the Company Mechanic Certification Program, including all required WBT hours, or**
 - b) **possesses a Transport Canada AME-S license, or**
 - c) **possesses an equivalent Certification and is recommended by the Joint Training Committee and approved by the Company, or**
 - d) **has obtained a Certificate of Completion of the Company Certified Mechanic challenge exam**

Company Certified Mechanics must assist in the training of employees in this classification who have not achieved qualification as a Company Certified Mechanic.

b) Aircraft Structural Technician (AST)

One who is registered as an Apprentice and is actively working towards, or has obtained, their Aircraft Structural Technician certification.

Work-Based Training (WBT) hours are required by Skilled Trades BC in order to progress to some levels of the apprenticeship pathway.

- i) **Aircraft Structural Technician Apprentice 1**
One who is Registered as an Apprentice Level 1 of the Aircraft Structural Technician Program.
- ii) **Aircraft Structural Technician Apprentice 2**
One who has successfully completed Apprentice Level 1 and is accumulating WBT hours towards, or is attending Technical Training at, Apprentice Level 2
- iii) **Aircraft Structural Technician Apprentice 3**
One who has successfully completed Apprentice Level 2 and is accumulating WBT hours towards, or is attending Technical Training at, Apprentice Level 3.
- iv) **Aircraft Structural Technician Apprentice 4**
One who has successfully completed Apprentice Level 3 and is accumulating WBT hours towards, or is attending Technical Training at, Apprentice Level 4.

- v) **Aircraft Structural Technician Apprentice 5**
One who has completed Apprentice Level 4 Technical Training but:
- **has not completed their total WBT hours**
 - or**
 - **has not passed the Certification exam**
- vi) **Aircraft Structural Technician**
One who possesses an Aircraft Structural Technician **Certificate of Apprenticeship or Certificate of Qualification**. Aircraft Structural Technicians must assist in the training of Apprentices.

6.5 a) Inspector Technician

An employee who performs all the requirements of the Inspector (Article 6.5 (b)) classification and is qualified in one or more of the following capabilities:

Fluorescent penetrant inspection - Level 2 NAS-410
CMM Qualifications Level 1
Laser Tracker (Metrology)

Inspector Technicians shall be paid the wage rate set out in Article 21 of the Collective Agreement as follows:

50% of the difference between the Inspector and Inspector Technician's rate upon posting into the position and the remaining 50% upon qualification of level one.

For the assignment of Laser tracking capability, 50% of the difference between the Inspector and Inspector Technician's rate for the first six (6) months upon posting into the position and the remaining 50% thereafter.

b) Inspector

One who has demonstrated to the Company that **they have** sufficient knowledge of process specifications, materials, specifications and blueprint reading, measurement/testing and recording requirements, **in house Calibration**, manufacturing process audit techniques, in order to inspect in accordance with approved standards, all repaired, overhauled, or manufactured parts, components, and assemblies and/or audit of the related manufacturing processes and Instron testing related to production coupon testing.

Any non conformance identified during inspection or audits, must be documented and reported according to Company quality procedures.

6.6 NDI Technician

One who has demonstrated to the Company that they have the sufficient knowledge to progress in the required field Ultrasonic testing.

Upon appointment to the NDI classification an employee will commence training in Ultrasonic testing discipline **up to and including Level II**.

NDI Technician shall be paid the wage rate set out in Article 21 of the Collective Agreement as follows:

A training rate of \$2.00 per hour less than the top NDI Inspector rate until qualified as a level one.

Should the Company be required to add Magnetic Particle or Eddy Current capabilities, this work and associated certifications would be part of the NDI classification.

6.7 Electrician

One who has demonstrated to the Company their capabilities in the maintenance, installation, expansion and/or upgrade of the plant's electrical facilities and plant equipment. This position provides a building electrical maintenance capability.

In BC this Trade is separated into Industrial Electrician and Construction Electrician at the Journeyman level. Work-Based Training (WBT) hours are required by Skilled Trades BC in order to progress to some levels of the apprenticeship pathway.

- a) Electrician Apprentice 1**
One is registered as an Apprentice Level 1 or in enrolled in the Electrician Foundation Program.
- b) Electrician Apprentice 2**
One who has successfully completed Apprentice Level 1 or Electrician Foundation Certificate of Completion and is accumulating WBT hours towards, or is attending Technical Training at, Apprentice Level 2.
- c) Electrician Apprentice 3**
One who has successfully completed Apprentice Level 2 and is accumulating WBT hours towards, or is attending Technical Training at, Apprentice Level 3.
- d) Electrician Apprentice 4**
One who has successfully completed Apprentice Level 3 and is accumulating WBT hours towards, or is attending Technical Training at, Apprentice Level 4. A minimum of 4500 recorded hours of Work-Based Training (WBT) are required to be an Apprentice Level 4.
- e) Electrician Apprentice 5**
One who has completed Apprentice Level 4 Technical Training but:
 - has not completed their total WBT hours**
or
 - has not passed the Certification exam**
or
 - has not obtained their Red Seal designation.**

- f) **Journeyperson Electrician**
One who possesses an Interprovincial Red Seal or Certificate of Qualification with Interprovincial Red Seal Endorsement designation as a Journeyperson Electrician, Industrial Electrician, or Construction Electrician. Journeyperson Electricians must assist in the training of Apprentices.
- g) **Master Electrician**
One who possesses a BC Master Electrician designation. An FSR Class A, B, or C certification is required to become a BC Master Electrician.

This Classification does not include designation as the site FSR Permit Holder role. (Reference LOU No. 5)

6.8 General Operations Support

Employees who can carry out any of the following functions:

1. General Labour
2. Janitorial Functions
3. Supplies pickup
4. General Woodworking
5. General Maintenance for the facility

The tasks numbered 1 to 3 covered by this classification can also be carried out by employee(s) in other classifications if so decided. Employees in this classification will not be restricted from using the appropriate tools to carry out their function efficiently.

6.9 a) Material Handler

One who has demonstrated to the Company that **they have** sufficient knowledge of material handling, receiving, inventory control, expediting, material tracking, partmarking, kitting, auditing and troubleshooting in a computerized environment. Ships, receives, stores and moves material using motorized and manual material handling equipment, hand tools and other equipment.

Assists in coordinating with various departments to expedite and complete production activities and the planning, preparing, issuing and controlling of material requirements and production schedules to avoid schedule delays.

b) Chargehand Material Handler

In addition to the duties of a Material Handler, the Chargehand Material Handler will be expected to participate in daily program co-ordination meetings as a team member with the Logistics Co-ordinator and Supervisor. Once daily goals, shortages and expedites are identified they will assure priority actions are undertaken in any and all functional material handling areas. They will demonstrate initiative and flexibility in fulfilling their role and work collaboratively across all functional areas of the Company providing support and hands on assistance as necessary.

6.10 Aircraft Parts Painter

One who has passed through a recognized training program or has demonstrated to the Company that **they have** sufficient experience and ability in the preparation and painting of aircraft and associated components.

The Ratio of **Apprentice** Painters to Painters shall not exceed four (4) Painters to one (1) **Apprentice** unless mutually agreed by both parties.

Work-Based Training (WBT) hours are required by Skilled Trades BC in order to progress to some levels of the apprenticeship pathway.

- a) **Painter Apprentice 1**
One who is Registered as an Apprentice Level 1 and is enrolled in the Painter and Decorator program.
- b) **Painter Apprentice 2**
One who has successfully completed the Painter and Decorator Level 1 and is accumulating WBT hours towards, or is attending Technical Training at, Apprentice Level 2.
- c) **Painter Apprentice 3**
One who has successfully completed the Painter and Decorator Level 2 and is accumulating WBT hours towards, or is attending Technical Training at, Apprentice Level 3.
- d) **Painter Apprentice 4**
One who has completed Apprentice Level 3 Technical Training but:
 - has not completed their total WBT hours
 - or
 - has not passed the Certification exam
 - or
 - has not obtained their Red Seal designation.
- e) **Journeyman Painter**
One who possesses a Painter and Decorator Certificate of Qualification with Interprovincial Red Seal Endorsement. Alternate formal Painter training and qualifications will be considered on a case-by-case basis. Journeyman Painters must assist in the training of employees in this classification who have not achieved qualification as a Journeyman.
- f) **TQ Painter**
One who has successfully completed Company training in the legacy TQ program. TQ Painters must assist in the training of employees in this classification.

- g) Company Certified Painter**
One who has successfully completed training in the Company certification program. Company Certified Painters must assist in the training of employees in this classification.

6.11 Millwright

One who has demonstrated to the Company that **they have** sufficient experience and abilities in manufacturing support activities connected with the setup, installation and maintenance of production and related equipment, including waste treatment operations. This position provides a building mechanical maintenance capability.

In BC this Trade is interchangeably titled Industrial Mechanic and Millwright. Provincial Apprenticeships and Certifications are currently titled as “Industrial Mechanic (Millwright)”. Work-Based Training (WBT) hours are required by Skilled Trades BC in order to progress to some levels of the apprenticeship pathway.

- a) Millwright Apprentice 1**
One who is Registered as an Apprentice Level 1 or is enrolled in the Industrial Mechanic (Millwright) Foundation Program.
- b) Millwright Apprentice 2**
One who has successfully completed Apprentice Level 1 or Industrial Mechanic (Millwright) Foundation Certificate of Completion and is accumulating WBT hours towards, or is attending Technical Training at, Apprentice Level 2.
- c) Millwright Apprentice 3**
One who has successfully completed Apprentice Level 2 and is accumulating WBT hours towards, or is attending Technical Training at, Apprentice Level 3.
- d) Millwright Apprentice 4**
One who has successfully completed Apprentice Level 3 and is accumulating WBT hours towards, or is attending Technical Training at, Apprentice Level 4.
- e) Millwright Apprentice 5**
One who has completed Apprentice Level 4 Technical Training but:
- has not completed their total WBT hours**
or
 - has not passed the Certification of Apprenticeship (C of A) exam**
or
 - has not obtained their Red Seal designation.**

- f) **Journeyperson Millwright**
One who possesses an Interprovincial Red Seal or Certificate of qualification with Interprovincial Red Seal Endorsement designation as a Journeyperson Industrial Mechanic (Millwright). Journeyperson Millwrights must assist in the training of Apprentices.

6.12 Laboratory Technician

One who possesses a recognized post-secondary chemical or physical metallurgy diploma or degree. The individual shall be able to carry out all associated testing and other procedures in accordance with the approved standards. The Laboratory Technician must carry out all required functions without direct supervision.

GENERAL CATEGORIES WITHIN CLASSIFICATIONS: (Chargehand, Apprentice)

6.13 Chargehand

- Takes an active role in health and safety matters.
- Must have obtained the highest level within one of the classifications within the area.
- Will be the leading working member of the assigned area who organizes and assigns the work.
- Responsible for administration of employee time verification, shift rotations, and management authorized overtime.
- Provide on-the-job training and technical advice.
- Schedule work through work centers and make every effort within **their** control to ensure schedules are met.
- Ensure that clear employee and functional area performance expectations are communicated to employees.
- Provide input to supervisors for employee evaluations.
- Lead by example.
- Make every effort within **their** control to ensure productivity in **their** assigned area.
- Make every effort within **their** control to ensure proper operational procedures and quality standards are adhered to.

6.14 Apprentice

Skilled Trades BC apprenticeship opportunities for Aircraft Structural Technician (AST), Millwright, Electrician, Machinist, Painter and Decorator, and Tool and Die Maker shall be hired as per Article 8. They shall accrue seniority in the classification into which they are hired.

Third party institutions administering the programs must be acknowledged by Skilled Trades BC. The Apprenticeship requirements of Skilled Trades BC and third parties administering the programs are subject to change at their discretion.

In the event an apprenticeship opportunity is not available through Skilled Trades BC, the parties will mutually agree to an alternate certification process or refer to Article 8.6

Article 7 Filling of Vacancies

7.1 Posting of Vacancies

All vacancies for positions to be filled shall be posted for a minimum of ten (10) calendar days and filled wherever possible by bargaining unit personnel. The posting shall reflect a closing date when consideration of qualified applicants will commence. All internal candidates on job postings shall receive a written response from the Company. If a decision as to the successful candidate has not been made within one (1) month of the closing of the posting where there is an internal applicant, or within three (3) months of the closing of the posting where there are no internal applicants and the Company still requires that the position be filled, then the position will be reposted.

7.2 Chargehand, Tool and Die Maker Optics/Laser Tracker

It is agreed that for vacancies in the Chargehand position in Article 6.13, Tool and Die Maker Optics/Laser Tracker in Article 6.2 (e), the Company shall select the successful candidate from among the four (4) applicants holding the greatest classification seniority that meet the qualifications.

The Company shall appoint the successful candidate on the basis that he has the best skills, ability and experience to perform the functions of the position.

7.3 Inspector Technician

It is agreed that for vacancies in the Inspector Technician position as identified in Article 6.5 (a), and the NDI Technician in Article 6.6, the Company shall select the successful candidate from among the four (4) applicants holding the greatest classification seniority that meet the qualifications in the Inspectors classification, and the four (4) applicants holding the greatest classification seniority that meet the qualifications in the Inspector Technician classification for the NDI Technician position.

It is agreed that employees from other classifications may bid on Inspector Technician and NDI Inspector postings. Employees in the Inspection classification will be given preference in the selection process. When no employees from the Inspection classification meet the selection requirements, the Company shall select the successful candidate from employees in other classifications by Company seniority.

Applicants will be required to take a relevant aptitude test as established by the Company within fifteen (15) calendar days after the close of the posting.

Applicants that do not successfully pass the aptitude test will not proceed through the selection process for this posting.

The Company shall appoint the successful candidate on the basis that they have passed the aptitude test and have the best skills, ability and experience to perform the functions of the position.

It is understood Inspectors and Inspectors on layoff may apply for Inspector Technician and NDI Inspection postings.

Should no bargaining unit employee apply for the posted position inside the plant, the Company may post outside the plant. All other terms and conditions of Article 7 shall apply.

7.4 Selection Preference

It is agreed that where employees bid on vacancies in another classification or on apprenticeship opportunities, those with the greatest Company seniority shall be given preference where the employees bidding the position have demonstrated to the Company that they have the skills, ability and experience to perform the work required.

7.5 Observation Period

In accordance with this Article, where an employee fills a vacancy, an observation period of sixty (60) days of actual work excluding overtime will apply in order to give the employee an opportunity to assess the new position, and the Company the opportunity to assess or verify **their** skills, ability and experience to perform the work required.

If at any time during this observation period or at the end of the observation period, the Company determines that the employee does not possess the skills, ability and experience to perform the work required, or the employee determines that **they** wish to return to **their** previous position, **they** shall be returned to **their** previous position and wage level.

7.6 Temporary Upgrades and Assignments

Nothing in Clause 7.6 shall be used in any way to circumvent the language in the previous **five (5)** clauses.

Temporary Assignments:

When there is a temporary increase in the plant workload, or when there is a temporary change from one sphere of work to another, or a temporary vacancy caused by vacation or long term absence (expected to be longer than five (5) working days) the Company shall be allowed to fill such vacancy by the temporary assignment of employees.

For emergency situations requiring temporary assignments of less than five (5) days, agreement must be reached with the Senior Shop Steward or **their** designate prior to the assignment being made.

Where temporary assignments are made in classifications where layoffs exist, the temporary assignment shall be to a maximum of three (3) calendar weeks.

Temporary Chargehand Upgrades:

When there exists a temporary vacancy in the Chargehand position with a crew of two (2) or more, for greater than five (5) working days the Company shall upgrade on a temporary basis the most qualified employee who is a TQ, or where there is no TQ in the area, the most qualified employee in the next highest level of classification. Temporary absences of five (5) working days or less may be filled at the Employer's discretion. Where the Employer temporarily upgrades an employee who is not at the top of their classification, the individual shall be paid at the top rate of their classification (i.e. Mechanic 4) in addition to the premium for the period of time they are upgraded.

Rules Regarding Temporary Assignments and Upgrades

For both these circumstances, the following rules shall apply:

- (a) The Senior Shop Steward or **their** designate will have every opportunity for input into the method the Company utilizes for ensuring such assignments are offered in the appropriate manner. The Company will provide a reasonable amount of notice of the proposed upgrade, and will engage in meaningful discussion prior to the appointment. When the proposed candidates are equally qualified, the most senior employee shall be appointed.
- (b) The estimated duration of the job requiring the temporary assignment or upgrade will be three (3) calendar months or less and will be explained to the Senior Shop Steward or designate.
- (c) The rate paid for the job will be either the lowest rate for the job or the employee's current wage rate, whichever is greater, (i.e. temporary assignment to Mechanic would be at Mechanic 1 rate).
- (d) The employee's seniority will not be affected by a Temporary Assignment or Upgrade, and seniority shall not be accumulated in a classification to which a temporary assignment has

been made.

7.7 Controlled Goods

The Company and the Union recognize the need to diversify their operational portfolio and to continue to bid on and win military projects in order to balance their military and commercial work.

The parties further recognize that successfully adding military work to the Company in an environment of increased opportunities in defense and security controlled products will lead to success for the Company and job security for its employees.

As a condition of award of these projects, it is a requirement for all employees who work on or near military projects to hold a security clearance administered through the processes outlined by the Canadian Controlled Goods Directorate (CGD).

The Canadian Controlled Goods Directorate (CGD) security application and clearance process is entirely administered by **Avcorp Industries Inc. (dba Latecoere Aerostructures Canada)**. **Avcorp Industries Inc. (dba Latecoere Aerostructures Canada)** has a Designated Official who acts on behalf of the Canadian Controlled Goods Directorate (CGD) for the purposes of accepting or denying CGD security applications.

The parties agree that:

- Only the Designated Official or **their** designate shall have access to the Security Information on applications.
- All CGD records shall be destroyed upon termination of employment at **Avcorp Industries Inc., (dba Latecoere Aerostructures Canada)**
- The employee shall be informed if there is any official government request for information in their file.
- The employee may review their own CGD file at any time, and a copy will be provided upon request.
- An employee's CGD application file may not be used for any purpose other than for the issue and maintaining of CGD security clearance.
- All employees are required to participate in the CGD application process. Failure to be approved for a CGD clearance does not constitute cause for dismissal or discharge of an employee.
- Where an employee makes a claim that they should be excluded from work on CGD-controlled work products, such claim shall be administered under the Duty to Accommodate (D2A) process.

The parties understand that the Canadian Controlled Goods Directorate (CGD) audits **Avcorp Industries Inc. (dba Latecoere Aerostructures Canada)** CGD security process from time to time.

Article 8 Training

8.1 Joint Training Committee

The purpose of this Committee will be to **evaluate and administer the certification pathway for Employees obtaining either an Apprenticeship (ref Article 6.15) or Alternate Certification (ref Article 8.6).**

The Committee will be comprised of two (2) nominated members from the Union and two (2) from the Company.

Management is responsible for creating, modifying and approving **Alternate Certification** criteria and shall request relevant input from the Joint Training Committee.

Members of the Committee must **unanimously** endorse all applications to challenge the **Alternate Certification**.

8.2 Operation of Committee

Meetings of the Joint Training Committee shall be at a frequency decided upon by the Committee. The Committee members shall ensure proper minutes are taken and posted. No employees will suffer any loss of pay when attending to the duties of this Committee. All Committee time must be scanned to "apprentice training".

8.3 Posting of Apprenticeship Openings

Openings for any Apprenticeships shall be posted on the Company bulletin boards and appointments shall be made in accordance with Article 7. Existing bargaining unit employees shall be given first preference for these positions **provided they meet the eligibility requirements of the applicable apprenticeship.**

The Company shall make every effort to maintain **apprenticeship opportunities** by posting new positions when existing Apprentices achieve **a Certificate of Apprenticeship. Apprenticeship opportunities are subject to operational requirements.**

Employees who successfully post into the Apprenticeship program shall have their current wage rate maintained until such time as their Apprentice wage rate exceeds the rate they were earning at the time of acceptance into the Apprenticeship program.

Where an Apprentice desires and with the agreement of **their** Manager, an Apprentice may work additional hours to make up for the time spent in training.

8.4 Apprenticeship Probation Period

The Company and the Union both support the basic principle that employees should be offered opportunities to participate in a recognized Apprenticeship program. It is further acknowledged that a high degree of commitment is required by the employee who posts for a position as an Apprentice, and all such employees should be prepared to commit themselves to the full term of the Apprenticeship.

For employees who have already successfully completed a probationary period in another position, they shall be required to complete an additional sixty (60) working days, excluding overtime, observation period as an Apprentice. For newly hired employees in the Apprenticeship program a one hundred (100) working days, excluding overtime, probation period shall be required per Article 5.1.

Apprentices who wish to leave the Apprenticeship program after either the sixty (60) working days observation period or one hundred (100) working days probation period must post into another position when a posted position becomes available, or resign their employment. Normal posting procedures shall prevail.

Apprentices who do not pass either the on the job training or the schooling portion of any Apprentice year after one opportunity to repeat, no longer qualify for the Apprenticeship program. In such instances the employee may bump into any classification where **they had** previously held classification seniority at the last wage level the employee held in that classification or alternatively **they** may post into an available vacancy in accordance with Article 7 of this Agreement.

8.5 Banked time for Apprentice Schooling

Upon request, registered Apprentices may be excluded from Article 16.7 banked overtime payout. For these employees, their banked overtime hours shall be accumulated and may be used to cover schooling time. The bank time amount will be limited to the amount of time required to attend school, and the Company agrees to pay out the amount in a fashion that provides the greatest benefit for the Apprentice, (ie. Bank time payout should not coincide with the two (2) week waiting period for EI eligibility).

8.6 Alternate Certification for Existing Employees

Openings for Alternate Certification training shall be posted on the Company bulletin boards, and appointments shall be made in accordance with Article 7. Existing bargaining unit employees shall be given first preference for these positions provided they meet the eligibility requirements of the applicable classification.

a) Mechanics

In order to meet the requirements of Article 6.4 the Company will provide **mechanics opportunities to achieve a Certificate of Apprenticeship in accordance with Article 8.3, or achieve a Company certification by participating in an alternate certification training program, or achieve a Company certification by successfully completing the challenge exam for Company certification. The Joint Training Committee will provide recommendations for the pathway to certification per Article 8.1.**

Mechanics who do not participate in the **apprenticeship or Company certification program** shall progress through the Mechanic classification levels in accordance with Article 21.

Nothing in this Article shall be interpreted in such a way as to prevent employees who are Mechanics at the date of ratification from posting for an Apprenticeship position.

b) Painter

Employees in the Painter classification **will be encouraged to bid into and successfully complete the apprenticeship program or achieve a Company Certification by participating in an alternate certification training program. The Joint Training Committee will provide recommendations for the pathway to certification per Article 8.1.**

8.7 Mentor Training

The parties agree to the development of a mentor-training program **based on the understanding that a mentor is a certified Journey person (or has achieved the highest certification level within a classification where the Journey person designation does not exist) with the applicable qualifications.** This program is to be developed by the Joint Training Committee and approved by Management and shall include recommendations regarding train the trainer opportunities for employees tasked with providing training in house.

Any employee who presents classroom-based training programs to other employees shall receive a premium of **twenty-five dollars (\$25.00) for the day** for Management approved classroom hours.

8.8 Inspector Technician and NDI Technician Recertification

Inspector Technicians and NDI Technicians are required to requalify before their qualification expires or is suspended.

Where not governed by industry standards, Inspector Technician qualifications will be run for a two (2) year duration from date of qualification. Where governed by the industry standards, such industry standards will apply.

Employer and Employee Training Obligations

It is the Company's obligation to plan, schedule and provide training to support the required qualification and requalification of certifications in a timely manner for Technicians. Any costs associated in providing training or retraining will be borne by the Company.

It is the employees' obligation to attend scheduled training and to take requalification testing. A delay in the employer's obligation will not result in a demotion to a Technician.

Employees who fail to pass requalification testing may re-take the requalification test within four (4) weeks of the fail at a date of the employees' choosing.

An employee who chooses not to participate in the certification training, fails the second requalification test or is otherwise no longer qualified to perform the work of an Inspector Technician, will no longer retain their Inspector Technician position or its wage rate. The former Inspector Technician will be assigned work in the Inspector position and paid the appropriate wage rate.

Former Inspector Technicians who did not succeed in the second requalification test may challenge a requalification test within six (6) months of the removal of their Inspector Technician position at a mutually agreed date and if successful would return to their Inspector Technician position.

An NDI Technician that fails to requalify will return to Trainee status, and will require retraining as per NAS410. A recertifying NDI Technician will be paid at the wage rates associated with their certified level. An NDI Technician who declines training will be considered to have resigned from the classification and will return to their previous classification and wage rate.

8.9 Apprenticeship Training

The Company will cover the costs through reimbursement or tuition and books for the first attempt at each appropriate apprenticeship schooling level, and if required, one (1) re-write. Upon successful completion and attainment of a passing grade, the Employee will provide the Company with proof of this (transcript) and receipts for tuition and books required for the course. Reimbursement will be provided for each level at the time of completion. If the Apprentice fails at any level of the apprenticeship program, a joint discussion with the Apprentice, Union Business Representative and the Manager will be arranged by the Company. If it is determined that more schooling is required the Apprentice will be responsible for those costs except in the case of proven extenuating circumstances agreed to by both parties.

For trades that allow challenge exams, if an Employee chooses to challenge any level of the apprenticeship, the Apprentice will be responsible for all costs and lost time. If the Apprentice is successful on their first attempt at challenging the exam the Company will reimburse the Apprentice for costs and normal rate of pay. If an Apprentice is unsuccessful on the challenge exam, they will not be permitted to challenge any other level and will be required to attend each appropriate schooling level.

In the event that an Employee who has been hired into an Apprenticeship Program and voluntarily resigns employment within two (2) years following completion of any apprenticeship training, the Employee will be required to reimburse the Employer for tuition fees and textbooks on a pro-rated basis for the previous schooling.

The Company will provide a Record of Employment (ROE) and the Employee (student) will be eligible for Employment Insurance Benefits (EI) per the stipulations of the program.

Current Mechanic 1 Employees who are recommended by the Joint Training Committee will be given opportunity to participate in Challenge Exams(s) by the end of 2025.

Article 9 Layoff and Recall

9.1 Emergency Shutdowns

When for reasons beyond its control (power failure, natural disasters) or other emergency situations, the Company shuts down its' operations, the provision for notice of layoff outlined in Article 9.2 shall not apply. Should the shutdown occur during the course of a regular working shift, employees then at work will be given notice and paid straight time to the end of that shift. Employees coming on shift(s) if not forewarned shall be allowed two (2) hours pay at straight time rates. It is understood that the waiver of notice only applies in those cases where the Company has no resort to a legal remedy for compensation.

Employees scheduled for overtime shifts who have commenced work shall be paid at applicable overtime rates for hours worked and will be paid straight time for the balance of the first half of the scheduled shift at straight time rates. Employees who commence work on the second half of their scheduled shift shall be paid applicable overtime rates for actual hours worked, and shall be paid for the balance of their scheduled shift at straight time rates.

It is understood that employees instructed to remain on premises beyond the relevant emergency situation will be paid the applicable rate until they are released.

Employees reporting to work who are unable to start work and have not been forewarned shall be paid two (2) hours at straight time rates.

9.2 Layoff

- (a) When there is to be a layoff of permanent employees in a particular classification, employees with the least amount of classification seniority will be laid off first. Prior to this occurring any probationary employees in the classification where the layoff is to occur will have their employment terminated prior to the layoff of a permanent employee.

The Senior Shop Steward shall be advised prior to the issuing of any lay-off notices. Employees affected will be given as much advance notice as practicable but not less than five (5) working days or at the Employer's discretion, pay in lieu of these days.

The Employer at its discretion may perform a pre-layoff canvass to solicit names of employees that may want to take a layoff out of seniority. Upon taking a layoff out of seniority the employee may only return to work by way of a legitimate recall.

Employees may make a written request for a layoff out of seniority. In these cases it is at the Employer's discretion whether such request will or will not be approved.

- (b) Reductions in the Chargehand, **Tool and Die Maker** Optics/Laser Tracker positions will be by classification referred in Article 6, by date of appointment with the exception of Chargehand Mechanics who will be reduced by Assembly or Sheet Metal, by date of appointment.

- (c) Reductions in the Inspector Technician position shall be by date of appointment. In the event a senior Technician does not have the certification to perform any of the remaining tasks required, they may request for training in another discipline or choose to be reduced as a Technician until such time as work is available within their certification.
- (d) The Parties agree that work re-assignments within the Inspection classification will be made to avoid layoffs and recalls out of Seniority. For all other classifications 9.2 (a) will apply.
- (e) Employees who are laid off in the last fifteen (15) days of the month shall have their medical, extended health and dental benefits covered to the end of the following month.

9.3 Bumping

An employee who holds seniority in a classification other than the one **they are** being laid off from, shall be allowed to exercise that seniority in order to bump the most junior employee in that classification.

The employee who is bumped shall be afforded all the rights under this Article, and shall be deemed to be laid off.

9.4 Accrual of Seniority While on Layoff

During a period of layoff an employee shall continue to accrue classification seniority for purposes other than the following:

- a) Pay progression
- b) Vacation entitlement accrual
- c) Sick Leave accrual
- d) R.R.S.P. contribution accrual

The above information must be contained in all layoff notices.

9.5 Contact Information For Employees on Layoff

- (a) An employee laid off shall at the time of layoff file **their** address with the Company and thereafter keep the Company informed of **their** current address by registered mail to the Human Resources Department within fourteen (14) days of the change of address.

Should the employee plan to be away from the address for more than seven (7) days, **they** shall advise the Human Resources Department of the duration of the absence and of a contact address and/or phone number.

Should the Company be unable to contact the employee at the permanent or temporary address held by the Human Resources Department within seven (7) days, **they** shall be deemed unavailable for that recall and the next appropriate individual may be recalled.

- (b) The employee who is not available for less than a ninety (90) calendar day recall shall remain on the seniority list for any subsequent recalls but shall not be entitled, on this occasion, to bump the junior employee recalled in **their** place.
- (c) Employees failing to respond to a recall that is ninety (90) calendar days or more in duration will result in the employee's records being closed.

This provision may be varied for special circumstances by way of mutual agreement between the Union and the Company.

The above information must be contained in all layoff notices.

9.6 Recall

On the occasion of an increase in personnel the Company will recall employees in order of classification seniority as work becomes available.

For the positions of Chargehands, **Tool and Die Maker Optics/Laser Tracker** and Inspector Technicians shall be recalled by classification, by date of appointment with the exception of Mechanics Chargehands, who will be recalled by Assembly or Sheet Metal, by date of appointment.

(a) Recall Period

Employees shall maintain their recall rights for a period as shown below:

Completed Probation	4 Years
3 years	4 Years
5 Years	4 Years
10 Years	5 Years
15 Years	6 Years
20 Years	7 Years
25 Years	8 Years
30 Years or over	9 Years

When an employee's recall rights expire, the Company shall terminate the employee's employment without cause and pay the employee severance pay as outlined below.

A laid off employee with recall rights may voluntarily resign from employment and claim **their** severance pay either:

- i) at any time between thirteen (13) consecutive weeks and twenty (20) consecutive weeks following **their** layoff, or
- ii) subsequently, on each anniversary date of **their** layoff, if **they** resign in writing and waive all recall rights under the Collective Agreement.

Terminated employees, and employees who resign and are paid severance pay as described above, who are rehired by the Company within one (1) year of their termination or resignation date will have their previous Company seniority reinstated.

Any severance payable under this provision shall be paid in a single lump sum.

Severance is payable one time.

Severance pay shall be based on the following formula with the understanding 1 week = 38.25 Hours:

- after three (3) months consecutive employment, one (1) week's pay
- after one (1) completed year of service, two (2) week's pay
- after three (3) completed years of service, three (3) week's pay, plus one (1) week's pay for each additional completed year of employment to a maximum of fourteen (14) weeks.

Group Termination

Section 64 of the Employment Standards Act shall apply if fifty (50) or more employees are terminated by the Company within any two (2) month period.

9.7 Notice of Recall

Employees will be advised of recall by telephone. In the event that the employee cannot be personally contacted, then confirmation of such recall will be forwarded by registered mail to the last address filed by the employee with the Company with a copy to the Union representative.

The employee shall advise the Company of **their** intentions within forty-eight (48) hours after **they have** received notice to return. Employees will return to work within seven (7) calendar days of their reply unless otherwise agreed between the Company and the employee.

Article 10 Safety and Health

10.1 General

The Company agrees to establish and maintain healthy and safe working conditions throughout its buildings and will continue to provide protective clothing and supply all special equipment or devices where the need is established or recognized and will ensure compliance with the British Columbia Occupational Health and Safety Regulations.

The Company will provide:

- Annual Audiometric Testing
- Approved and appropriate Hearing Protection
- Hand and Eye Protection
- Barrier Creams
- First Aid Facilities
- Respiratory Protection
- Acid / Caustic Protection
- Rain Wear (outside workers)
- Parkas (made available to outside workers)
- Fall - Arresting Equipment
- Hard Hats **or Bump Caps**
- **High visibility clothing (coveralls or shop coats) including laundry service**
- Approved appropriate Safety Footwear for employees required to wear safety footwear **\$150.00 per year or combined \$300.00 every two (2) years (at employee discretion and based on last date of purchase)**
 - i) **An employee may obtain reimbursement for safety footwear immediately on employment, and this reimbursement will be considered as that calendar year's reimbursement. The Company will reclaim the reimbursed amount in the case of voluntary probationary resignation.**
- Prescription Safety Glasses if required (Maximum: **\$275.00 per two years**).
 - i) **Safety glasses must be purchased from a list of approved opticians participating in the Eye Safe BC plan.**
 - ii) **Employees will be reimbursed for the required repairs to Prescription Safety Glasses damaged due to work activities.**

In the case where safety equipment is provided to employees, an employee wanting to replace an item must **first** present the used **or damaged** item to the Company.

Employees whose employment terminates with the Company will return any safety equipment or will have the value of such items deducted from **their** wages.

10.2 The Health and Safety Committee

The Health and Safety Committee shall be consistent with B.C. Occupational Health and Safety Regulation requirements.

The Committee will be made up of not less than three (3) representatives for the Union, one of which will be a qualified First Aid Attendant and not less than three (3) representatives for the Company.

The Union and the Company will also name one (1) alternate to attend should a regular representative not be available.

The Committee will be co-chaired by one (1) Company representative and one (1) Union representative.

The Committee will meet as required but not less frequently than once per month. The Committee will discuss any safety related issues. Minutes of the meetings will be published and distributed to the members and a copy will be provided to the appropriate Local Safety Representative.

The function of the Health and Safety Committee is to review and make recommendations as per the Occupational Health and Safety Regulations and monitor such Rules and Regulations once adopted.

10.3 Employees to Work in a Safe Manner

While at work, employees shall;

- (a) use such safety materials, equipment, devices and clothing as are intended for **their** protection and furnished to **them** by **their** Employer or as are prescribed;
- (b) follow prescribed procedures with respect to the safety and health of employees;
- (c) take all reasonable and necessary precautions to ensure the safety and health of
 - i) **themselves**
 - ii) **their** fellow employees, and
 - iii) any person likely to be affected by the employee's acts or omissions;
- (d) comply with all instructions from the Employer concerning the safety and health of employees;
- (e) co-operate with any person(s) exercising a duty imposed under this Article or any safety and health regulation(s);
- (f) co-operate with the Safety Committee established for the work place;
- (g) report to **their** Employer anything or circumstance in a work place that is likely to be hazardous to the safety or health of the employee, **their** fellow employees or other persons granted access to the work place by the Employer;
- (h) report in the manner prescribed every accident or other occurrence arising in the course of or in connection with **their** work that has caused injury to the employee or to any other person.

10.4 First Aid Attendants

The Company shall ensure there are sufficient First Aid Attendants in accordance with WorkSafeBC regulations. When the Company requires additional First Aid Attendants, the Company, will notify the Senior Shop Steward in writing, so that bargaining unit members have an opportunity to express interest to the Human Resources Department. Should a bargaining unit member already hold an Occupational

First Aid Level 2 certification they will be offered the role.

If no bargaining unit member holds an Occupational First Aid Level 2 certification, the Occupational Health and Safety Committee will review the expressed interests received from HR and provide recommendations to the Company regarding potential candidates for training.

The Company will make the final determination of the appropriate First Aid Attendant. When selected employees require Occupational First Aid training, the Company shall pay all associated costs.

The Company reserves the right to reduce the number of First Aid Attendants as needed, providing they are in compliance with WorkSafeBC regulations.

10.5 Hazardous Chemicals

If any employee has a particular and adverse reaction to continuous and consistent exposure at a work site to certain hazardous chemicals the Company shall temporarily move **them** to a position where **they are** not exposed, and the matter shall be investigated with the Duty to Accommodate policies.

10.6 Accommodation Requests

Employees must formally request accommodations in writing to Human Resources, and must provide supportive objective evidence of their accommodation situation.

For health related accommodations the Company may require an employee to attend an Occupational Health consultant in order to determine the appropriate accommodation for the employee. When this is the case the Company and the Union will meet and mutually select an Occupational Health assessment provider. It is agreed that the Occupational Health assessment may require input from an independent physician. When this is the case, the employee will be required to attend the independent physician.

Occupational Health assessments may be used for other situations by mutual agreement between the Union and the Company.

Article 11 Leaves

11.1 Personal Leaves

Employees may request a leave without pay of up to one (1) year for personal reasons. In making an application under this Article, the employee will be required to set out the nature of the personal leave requested. It is the employer's discretion whether such a request will or will not be approved.

11.2 Compassionate and Special Leave

Employees will be granted a leave of absence with pay on compassionate grounds under the following circumstances:

- a) Up to a maximum of four (4) days with pay when there is a death, or, a verifiable, life-threatening illness or injury per specific member of the immediate family. For employees

on weekend shift this shall be a maximum of three (3) days with pay (38.25 hours).

- b) One (1) additional day with pay shall be allowed for out of town travel in excess of 200 km. or two (2) additional days with pay for travel that is required outside of North America. For employees on weekend shift this shall be a maximum of one (1) additional day with eight and one-half (8.5) hours pay.
- c) Any other situation which the Supervisor considers to be legitimate compassionate grounds. Any such leave over three (3) days necessitated by distance of travel or granted for any other reason be considered by the Supervisor to be valid, shall either be without pay, or vacation credits may be used at the employee's request.
- d) For the purposes of this Article, immediate family means husband, wife, common law spouse, parents, children, sister, brother, grandparents, grandchildren, parent in law, or legal guardian of the employee. For brother-in-law and sister-in-law, a maximum of one (1) day of leave with pay shall be granted. For employees on weekend shift this shall be a maximum of one (1) day leave with eight and one-half (8.5) hours pay.

The Employer will require proof of attendance within thirty (30) days of the occurrence.

11.3 Maternity and Parental Leave

Leaves of this type will be in compliance with the Employment Standards Act of British Columbia.

11.4 Education Leave

An employee may request an education leave of up to one (1) year. It is the Employer's discretion whether such a request will or will not be approved.

11.5 Jury or Subpoenaed Witness Leave

An employee required to perform jury duty, appear for jury selection or appear as a subpoenaed witness will be paid at **their** straight time rate. **They** shall turn over to the Company all monies received from the court for such service excluding payment for meals, lodging, transportation, and parking.

An employee is not entitled to pay under this provision in circumstances where the employee:

- (a) is called as witness against the Company or its interests; or
- (b) is called as a witness on **their** own behalf in an action in which **they are** a party; or
- (c) voluntarily seeks to testify as a witness; or
- (d) is a witness in a case arising from or related to **their** outside employment or outside business activities.

11.6 Continuation of Benefits and Seniority While Absent from Work

The Continuation of Benefits, Wages, RRSP and Seniority while on leaves will be as set out in the summary chart contained in this Article.

11.7 Request Periods for Approval of Leaves

Employees making application for leaves under this Article must, request approval for such leaves by the time frame shown in Column 2 below prior to the first day that the leave is to take effect as set out below. Response by the Supervisor shall be by the time frame shown in Column 3 below.

Type of Leave	Request Period	Response By
Banked Time	48 Hours	48 Hours
Personal Leaves of 30+ Calendar Days	1 Month	1 Week
Personal Leaves of 3 – 29 Calendar Days and Greater than 2 Calendar Days	1 Week	48 Hours
Personal Leaves of 2 Calendar Days or Less	48 Hours	48 Hours
Compassionate or Special	As soon as reasonably possible	As soon as reasonably possible
Maternity, Parental	1 Month	1 Week
Education Leave	1 Month	1 Week
Court Leave	1 Week	48 Hours

For leaves of thirty (30) calendar days or less in duration the employee's Supervisor or designate shall review such requests for potential approval. In exceptional circumstances, when there is vacation carry over from previous April 30 of the following year) employees shall be required to use outstanding vacation from previous years for short term leaves.

For leaves of more than thirty (30) calendar days in duration, the Senior Shop Steward and the Company Human Resources Representative will review such requests for potential approval.

11.8 Continuation of Payment of Union Dues While on Leaves

Employees on leaves of greater than thirty (30) days must make arrangements for the continued payment of Union dues.

11.9 Waiving of Time Frames for Leaves

The Employer may waive the time frames for requesting of leaves on an individual and without precedent basis.

11.10 Sick Leave

- a) Beginning the month following successful completion of the probationary period as set out in Article 5.1, sick leave will accumulate at the rate of seven point one (7.1) hours per

month of service to a maximum of one hundred and seventy (170) hours.

For the purpose of this Article a “month of service” is defined as a month an employee has worked a minimum of one hundred and thirty-six (136) hours in the month. Authorized leaves (not including sick time) will be counted as time worked for the purpose of this Article.

- b) Employees at the time of illness who have greater than eighty-five (85) hours in their sick bank will receive one hundred percent (100%) payment for hours greater than eighty-five (85) hours.

An employee who achieves perfect or outstanding attendance of twenty-five and one-half (25.5) hours or less of sick leave in a calendar year, excluding approved leaves of less than eight (8) weeks in duration, and has one hundred and seventy (170) hours in their sick bank on December 31 of the calendar year, will receive forty (40) hours regular pay in January of the following calendar year. For the purpose of this clause, dentist and doctor appointments shall be deemed as approved leaves.

- c) Employees who become ill or continue to be ill and have eight-five (85) hours or less in their sick bank will receive eighty percent (80%) payment for these sick hours.
- d) Following fourteen (14) calendar days of any illness, eligible employees shall be paid sick pay as per the Union Salary Continuation Plan.
- e) The employees will be responsible for one hundred percent (100%) of the cost of the Salary Continuation Plan premiums. The Company agrees to provide payroll deduction of these premiums, and further agrees that the Union will have full trusteeship of the Plan. Union trustees of the Plan are required to attend a minimum of three (3) trustee meetings per year. The Company will not unreasonably withhold approval to attend these meetings, subject to operational requirements.

Upon request, the Union agrees to provide the employer with confirmation respecting whether an employee has been approved or denied benefit coverage.

Employees who are not approved for coverage are expected to contact the Company each month. Failing such contact, the Company may contact the employee.

- f) Medical evidence will be required for any period of sickness which results in the employee being absent for twenty-six (26) hours or more. Additional service charges for such medical evidence incurred by the employee as a result of this request shall be reimbursed by the Company, based upon BC Medical Association guidelines. Medical receipts shall be paid within seven (7) working days.
- g) Justified requests for medical evidence to cover any period of illness may be requested by the Employer prior to return to work. Additional service charges for such medical evidence

incurred by the employee as a result of this request shall be fully reimbursed by the Company, based upon BC Medical Association guidelines. Medical receipts shall be paid within seven (7) working days.

Justified requests may include the circumstances below:

Sick Leave taken in conjunction with other time off (weekend, statutory holiday, vacation); pattern absences; prior request for leave.

11.11 Medical and Dental Appointments

When an employee leaves the workplace during working hours for a medical or dental appointment, the Company will pay **them** subject to the following:

- a) Each employee before leaving the workplace will fill in an excusable absence form which must be countersigned by **their** Supervisor or the Supervisor's assigned designate. The employee is expected to give as much notice as possible of the appointment; leave for the appointment will not be unreasonably withheld.
- b) Time off from work for the purpose of Doctor/Dentist appointments will be deducted from the employee's sick bank to the nearest point one (.1) hour.

11.12 Table:Leaves – Continuation of Benefits

Type of Leave	Possible Length	Classification Seniority	Company Seniority	Benefit Status	Pay Maintained	RSP Payments
STIP	15 Weeks	Maintained	Maintained	Maintained	Per Plan	No
*LTD	Per Plan (including STIP & EI)	Maintained	Maintained	2 years	Per Plan	No
Personal	Less than 30 Calendar Days	Maintained	Maintained	Maintained	No	No
Personal	30+ Calendar Days to 1 year	Maintained	Not Maintained	Not Maintained	No	No
Compassionate or Special	4 - 6 W o r k D a y s	Maintained	Maintained	Maintained	Yes	Yes
Education	1 Year	Maintained	Not Maintained	Not Maintained	No	No
Maternity	BC Employment Standards	Maintained	Maintained	Maintained	No	BC Employment Standards
Parental	12 Weeks	Maintained	Maintained	Maintained	No	No
Sick	14 Calendar Days	Maintained	Maintained	Maintained	85 hours max.	Yes, if paid sick time available
WCB	N/A	Maintained	Maintained	2 Years	Per Plan	No
Layoff	N/A	Maintained	Not Maintained	Not Maintained	No	No
Court Duty	N/A	Per Art. 11.5	Per Art. 11	Per Art. 11	Per Art. 11	Per Art. 11
Medical/ Dental Appt		Maintained	Maintained	Maintained	Yes Union Plan	Yes Union Plan
Union - Long Term	4 years	Maintained	Not Maintained	Union Plan		
Union - Short Term	1 Week	Maintained	Maintained	Maintained and Union Reimburses	Maintained and Union Reimburses	Maintained and Union Reimburses

* For those employees with more than five (5) years seniority prior to the first day of absence on LTD, the Company will keep their files open equal to the amount of their seniority or to a maximum of ten (10) years.

Eligible employees absent in excess of two (2) years shall retain but not accrue seniority. No other benefit will accrue during this period.

These employees will not be eligible to apply for early retirement or severance pay. Employees who are on LTD leave in excess of two (2) years and are given clearance to return to work, but do not have sufficient seniority shall be placed on the layoff list and their seniority will then start to accrue.

After a completion of ten (10) years on LTD, the employment relationship between the Company and the employee will end and the employment relationship will be terminated.

Employees on LTD will not be eligible for severance pay as per Article 9.6. However, should the employee become eligible for Early or Normal Retirement Bonus referenced in Article 19 and 20, the bonus payment shall be calculated at the hourly rate last worked.

11.13 Union Leaves

An employee that has been elected as a delegate for the Union, shall make a written request for leave, without pay, at least four (4) weeks in advance of when the leave is desired.

The Union may request on an individual basis that the Company consider waiving the four (4) weeks written notice.

The Company will review such requests for approval taking into consideration operational requirements but they will not be unreasonably withheld. There shall be no more than three (3) employees off for such leave at any one time, and the total maximum number of such leaves per year may be limited by the Company based on operational requirements.

Article 12 Absence from Work

12.1 Notification

Employees detained from work by illness or by any other cause shall notify the Company within the first two (2) hours, of each scheduled shift on the first working day absent. Such notification shall include the expected date of return to work and subsequent changes to the expected date of return to work.

Article 13 Grievance Procedure

13.1 Grievance Defined

In this Agreement, unless the context otherwise requires, “grievance” means:

- a) any dispute or difference between the Company and the Union governing the discipline, suspension, or dismissal of any employee bound by this Agreement; and

- b) any difference between the persons bound by this Agreement concerning its application, interpretation, operation or any alleged violation thereof, including any question as to whether any matter is arbitrable.
- c) any alleged inconsistency in application of Company rules.

It is agreed that grievances and disputes relative to the interpretation and application of the clauses of this Agreement, which may arise during the life of this Agreement shall be promptly discussed and the parties hereto will diligently cooperate in an effort to adjust such grievances at the earliest possible time. In all grievances between the parties, the employees shall continue to work until such grievance is settled.

13.2 Individual/Discipline Grievances:

The procedure for adjusting such matters is as follows:

Step 1

Within five (5) working days of the incident that is the basis of the complaint, the employee, alone or with the assistance of a Shop Steward, will discuss the matter with **their** Company representative designated to handle such matters, and, failing resolution, will initiate a grievance in writing.

Step 2

Failing agreement being reached by the above, the grievance will be discussed within five (5) working days by the Senior Shop Steward and the Company representative designated to handle such matters. The Company representative shall give **their** decision in writing within five (5) working days following such discussion.

Step 3

Failing agreement, the grievance may be advanced within five (5) working days of the response at Step 2 to the Company representative designated by the Company to handle such matters and the Business Representative designated by the Union. The Company representative shall give **their** decision within seven (7) working days following such meeting, at which time the Company response shall be given in writing. In the case of a grievance initiated by the Company, the Business Representative designated by the Union shall within seven (7) working days provide the Union position in writing.

For grievances arising from the dismissal or termination of an employee, the Grievance Procedure shall be initiated at Step 2.

Failing agreement, the grievance may be submitted to Arbitration.

13.3 Policy/Group Grievances:

A Policy grievance is defined as one arising from differences of interpretation, application, operation of, or any alleged violation of this Agreement between the Employer and the Union relative to this Agreement, or any alleged inconsistency in application of Company rules. A Policy grievance may be initiated by either the Union or the Company.

A Group grievance is one which involves a matter of concern to a group of employees.

For Policy or Group grievances, the Grievance Procedure shall be initiated at Step 2 as shown in Article 13.2 above.

13.4 Time Limit

Failing agreement, the grievance may be submitted to Arbitration. Failure to respond within the time limits outlined in grievances submitted under the Grievance Procedures shown above shall automatically advance the grievance to the next step in the procedure.

13.5 Extension of Time Limits

The above time limits may be extended by mutual agreement between the Company and the Union.

Article 14 Arbitration

14.1 Advancement of Grievance to Arbitration

Failing resolution of the grievance at the Step 3 grievance meeting as shown in Article 13.2 above, either party may, within five (5) working days, or such longer period as they may mutually agree upon, notify the other party that they wish to advance the matter to Arbitration.

Within five (5) working days of notification, the Company's Management Representative and the Union's Business Representative will mutually agree on an Arbitrator. In the event of the failure of the parties to agree upon an acceptable Arbitrator, **they** shall be appointed by the Minister of Labour of the Province of British Columbia.

The Arbitrator shall convene a hearing as soon as possible, in order to bring the dispute to an expeditious conclusion.

By mutual agreement, the parties may use the Expedited Arbitration Procedure as outlined in Article 14.3.

14.2 Formal Arbitration Process

The Arbitrator shall conduct the hearing in accordance with the relevant legislation, and will give full opportunity to all parties to present evidence and submissions.

The decision of the Arbitrator shall be final, binding and enforceable on the parties. However, the Arbitrator shall not have the power to change this Agreement by altering, modifying or amending any provision.

The parties to this Agreement shall jointly bear the cost of the Arbitrator and each of the parties shall bear the cost of its own representatives and witnesses.

14.3 Expedited Arbitration

The parties may by mutual agreement choose to use the Expedited Arbitration process outlined in this

clause. Should the parties fail to agree on the Expedited Arbitration process in this section, then the formal process will be utilized. Where either party proposes using this section of the Agreement, it shall not be unreasonably withheld.

It is understood and agreed that the process outlined in this clause differs from the Expedited Arbitration provisions outlined in Section 104 of the *Labour Relations Code* of British Columbia, and nothing in this clause is designed to prevent either party from access to the provisions of the *Code*.

a) Terminations

Grievances involving employee terminations which are submitted to the Expedited Arbitration Procedure will be heard within fourteen (14) calendar days from the request for hearing, if possible.

b) Representation at Arbitration

The parties will agree, at the time of selecting the Expedited Hearing Procedure, the type of representation to be used, (ie: in house, consultants or agents, legal).

c) Presentation at Arbitration

It is intended that this procedure be short, concise and conducted as follows:

Comprehensive opening statements will specify the facts in dispute and the provisions of the Collective Agreement upon which reliance is placed. Arguments will be presented to points at issue.

Case authorities will be limited to two (2) precedents and will go only to points at issue. Previous arbitration awards for grievances at **Avcorp Industries Inc. (dba Latecoere Aerostructures Canada)** will be used as a guide. It is understood, however, that previous arbitration awards made under the Expedited Arbitration Procedure as outlined in this Agreement, shall have no precedent value, in accordance with Article 14.3 (g).

The parties will endeavor to conclude cases within one (1) working day. Nothing in the foregoing limits either party from introducing all the evidence they believe relevant to a case.

Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.

d) Mediation of Issue

Mediation of the issue by the Arbitrator will be permitted if the parties both agree, but the parties must have authority to settle the issue.

e) Conducting of Hearing

Hearings will be conducted in an informal manner and will follow normal procedural rules for Arbitration.

f) Arbitrator's Award

The Arbitrator will provide **their** award as follows:

A verbal decision if possible to the parties within two (2) working days.

A written decision will be given to the parties within ten (10) working days of the verbal decision.

The written decision will set forth a brief explanation of the facts, terms of the Agreement and/or law relied upon.

g) Decisions

Decisions will be without precedent or prejudice to future proceedings and will be consistent with the terms of the Agreement.

14.4 Powers of the Arbitration Authority

In the event where an Arbitrator deems **they have** no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. The decision of the Arbitrator shall be final and binding on both parties.

14.5 Claims of Back Pay

All Arbitrations involving claims for back wages shall be limited to the amount of wages that the employee would have otherwise earned, less any unemployment or other compensation that **they** may have received from any source during the period of the back pay.

No decision in any one case shall require a retroactive wage adjustment in any other case.

Article 15 Hours of Work

The Union recognizes the Company's requirement to meet customer needs for a seven (7) day week operation and the Company recognizes the employees desire to maintain the nine (9) day fortnight. Based on the above, the parties agree to maintain the nine (9) day fortnight but on an alternating basis in order to accommodate the Company's need for a seven (7) day week operation.

Locally affected employees may recommend to the Employer and the Union changes to their starting times as set out in this Article.

15.1 Work Week

The normal work week shall be nine (9) days in each two (2) week period with all employees assigned to alternating Fridays except Maintenance and Shipping/Receiving employees who may be assigned to alternating Fridays or Mondays off.

Following ratification of this Agreement employees will be assigned by Management to a specified nine

(9) day rotation. Any other operation requirements that may alter nine (9) day rotation will be reviewed by Management and the Shop Committee. Agreement to these changes will not be unreasonably withheld. The Shop Committee may require a vote of the affected employees.

Employees will work a regular eight and one-half (8 ½) hours per day, which is equivalent to seventy-six and one-half (76 ½) hours per fortnight or an average thirty-eight and one-quarter (38 ¼) hour week.

Employees on night shift shall be paid for eight and one-half (8 ½) hours per shift inclusive of a paid one-half (1/2) hour meal break. In order to qualify for this, employees on night shift must work a minimum of four (4) hours from the actual shift starting time to receive one-half (1/2) hour of the above premium and must work the entire scheduled shift to receive the full one (1) hour premium.

The normal working hours shall be as follows:

Day Shift	06:30 – 15:30
Afternoon Shift	15:30 – 00:30
Night Shift	23:30 – 07:30

Alternate start times may be mutually agreed upon between the Company and the Union, on a departmental basis, based upon operational requirements.

15.2 Rest Periods

Rest periods of ten (10) minutes and meal breaks of thirty (30) minutes will be maintained at times mutually agreed. Prior to working during a scheduled rest period or meal break, the employee must receive the permission of their immediate Supervisor or designate.

15.3 Wash Up and/or Cleanup

A wash-up and/or clean-up period of three (3) minutes before the end of a work shift will be maintained.

15.4 Pay Loss for Lateness

Lateness in reporting for work will be handled as per the following examples:

- one (1) to three (3) minutes late: employee loses no pay but is marked late.
- four (4) to six (6) minutes late: employee loses (.1) pay and will be marked late etc. as set out above.

Disciplinary action will be taken for persistent lateness as laid down in Company rules.

15.5 Shift Work Rotation

It is agreed that shift work will be on a rotational basis within a functional work area with employees spending an equal amount of time on each shift.

NOTE; Exceptions to this can be made in the case of Chargehands, unless there are two (2) or more Chargehands in that functional work area in which case they shall take equal turns on the rotational shifts.

15.6 Notice of Shift Change

In the event of an employee being required to change shift (days, afternoons or nights), three (3) calendar day's notice shall be given. If an employee does not receive notice on the third day prior to the shift beginning, **they** shall receive the appropriate overtime rate for the first shift worked.

15.7 Employees Moving From One Functional Work Area to Another

Should an employee move from one functional work area to another, **they** shall remain tied to **their** previous functional work area for the purposes of overtime distribution and shift rotation until after the current pay period. Following the current pay period the employee will be considered part of **their** new functional work area for the purposes of overtime distribution and shift rotation.

15.8 Shift Differential

Employees required to work an afternoon shift will receive a premium of one dollar **and fifty cents (\$1.50)** per hour in addition to their hourly rate.

Employees required to work night shift will receive a premium of one dollar **and seventy-five cents (\$1.75)** per hour in addition to their hourly rate.

15.9 Weekend Shift

The Company agrees that when there is a need to run a weekend shift within a functional area, they and the Union Shop Committee will meet and review **workforce** requirements. When a weekend shift is required within a given functional area, the Company will first seek to staff the shift with volunteers.

Employees requesting and approved to work the weekend shift will receive seven (7) days advance notification of shift change.

Volunteer employees must have the ability to perform the required work. When this is the case, they shall be selected based upon their classification seniority. It may not be possible to accommodate all volunteers in a particular area. If this is the case, volunteers may be offered weekend shift work in another area, provided they have the ability to perform the required work.

Should there be insufficient voluntary employees to perform the required work the Company will select the additional employees in order of reverse seniority within their classification within the functional area to perform the required work.

Shift rotation for non-voluntary employees will be on a three (3) month interval.

A shift premium of three-quarter (.75) hours per shift will be paid provided the employee works a minimum of six (6) hours of the scheduled weekend shift. There will be no shift premium applied for shifts worked less than six (6) hours of the scheduled weekend shift.

The hours of work for the weekend shift shall be 6 a.m. to 6 p.m., Friday - Sunday.

Employees on the weekend shift will be excluded from the application of Article 16.3 of the Collective Agreement, Sundays at double time (2x).

Time worked on a third rest day or subsequent rest day(s) will be paid at double time (2x) with a daily duration of no more than 8.5 hours worked. All other provisions of Article 16.2 will apply.

Employees transitioning onto the weekend shift will be excluded from the application of Article 16.2 of the Collective Agreement for the weekend they transition onto the weekend shift.

General holidays shall be paid as if they are a day worked (ie. employees shall be paid the number of hours scheduled on the day the holiday falls). Where a general holiday falls on a normal non-working day, the working day closest to the holiday shall be recognized as the holiday.

Employees who volunteer for the weekend shift may decide to leave the shift and return to normal shift schedule with four (4) weeks notice in writing to the Human Resources Department. In order to minimize the impact of movement to and from the weekend shift, employees will be moved in such a fashion that provides the least amount of impact on the continuity of pay cheques.

Movement onto the weekend shift would be after completion of a week of work and moving directly onto the weekend shift.

When the Chargehand is required on the weekend shift, the posting and selection process outlined in Article 7.2 shall be followed. Chargehands appointed through this process will revert to their previous wage rate should they return to a non-weekend shift.

Functional areas that have a weekend shift, employees not on the weekend shift may, by mutual agreement between the Company and the Union, work a four (4) day work week, consisting of four (4), ten (10) hour shifts. Employee agreement to alter the regular work week for four (4), ten (10) hour shifts must be unanimous.

Those areas that vote to alter the regular work week shall remain on the four (4) day work week as long as the weekend shift remains in that area.

The hours of work for the four (4), ten (10) hour work week shall be: Day shift 5:30 a.m. - 3:30 p.m.; Afternoon shift 3:30 p.m. - 1:30 a.m.

Article 16 Overtime

16.1 Daily Overtime

All hours worked in excess of eight and one half (8-1/2) hours in any one (1) day shall be paid at the rate of time and one-half (1-1/2 x) for the first two (2) hours and double time (2x) thereafter.

16.2 Weekly Overtime

Time worked on the first rest day in any week shall be paid at the rate of time and one-half (1-1/2x) for the first eight and one-half (8-1/2) hours, and double time (2x) thereafter. Other than in the case where Sunday is the second day of rest, time worked on the second rest day shall be double time (2x) provided that six and one-half (6-1/2) hours of the first rest day was worked.

A qualified employee who works six and one-half (6-1/2) hours on a day preceding their second rest day will be given first consideration for available work on the second and third rest day if applicable within that work week.

If on the first day of rest an individual is requested by a Supervisor to specifically work an amount of overtime less than six and one-half (6-1/2) hours, that individual on the second day of rest will be paid at double time (2x) rates.

Unless otherwise specifically authorized by the Employer, employees that do not work all their regularly scheduled shifts due to sickness or unauthorized absences will lose any overtime work opportunity for that week.

16.3 Sundays

All time worked on Sundays shall be paid at double time (2x).

16.4 General Holiday

For time worked on a General Holiday an employee shall be paid double time (2x) plus **their** regular hourly rate or time off in lieu.

16.5 Authorization of Overtime

Overtime will be voluntary, however should **overtime** be required, on **an emergent basis, the Company shall seek volunteers first. In the event there are no volunteers, on a rotational basis, the least senior employee in the functional area who is capable of performing the work will be directed to perform the required task.**

Whenever possible when overtime is authorized, twenty-four (24) hours advance notice shall be

furnished to the employee concerned, and the wishes of the employees shall be given consideration in the allocation of such overtime. For weekend overtime, whenever possible forty-eight (48) hours advance notice shall be furnished to the employee concerned. A rest period shall be included in each four (4) hour work period exclusive of meal period, as per Article I5, "Hours of Work."

16.6 Distribution of Overtime

The Company agrees to make every effort to distribute overtime equally among employees in the functional area who are able to do the work.

The method of equally distributing overtime will be posted on Company visibility boards throughout the plant.

Time refused will count as time worked for the purpose of establishing fair distribution.

16.7 Banking of Overtime

Overtime hours can at the employee's option and at the time of each overtime occurrence, be credited to an overtime bank at the applicable overtime **rate** or will be paid **out**. On forty-eight (48) hours advance notification by an employee and at the Company's discretion, hours in the overtime bank may be granted as time off in lieu. Any **excess** banked time outstanding at the end of March, June, September and December will be paid to the employee at the rate earned.

Up to forty-two and one-half (42.5) hours will be carried over automatically.

Outstanding banked overtime will be paid out on the first pay following the last pay period in each of these months. Employees will be advised of their overtime bank status on their bi-weekly pay statements.

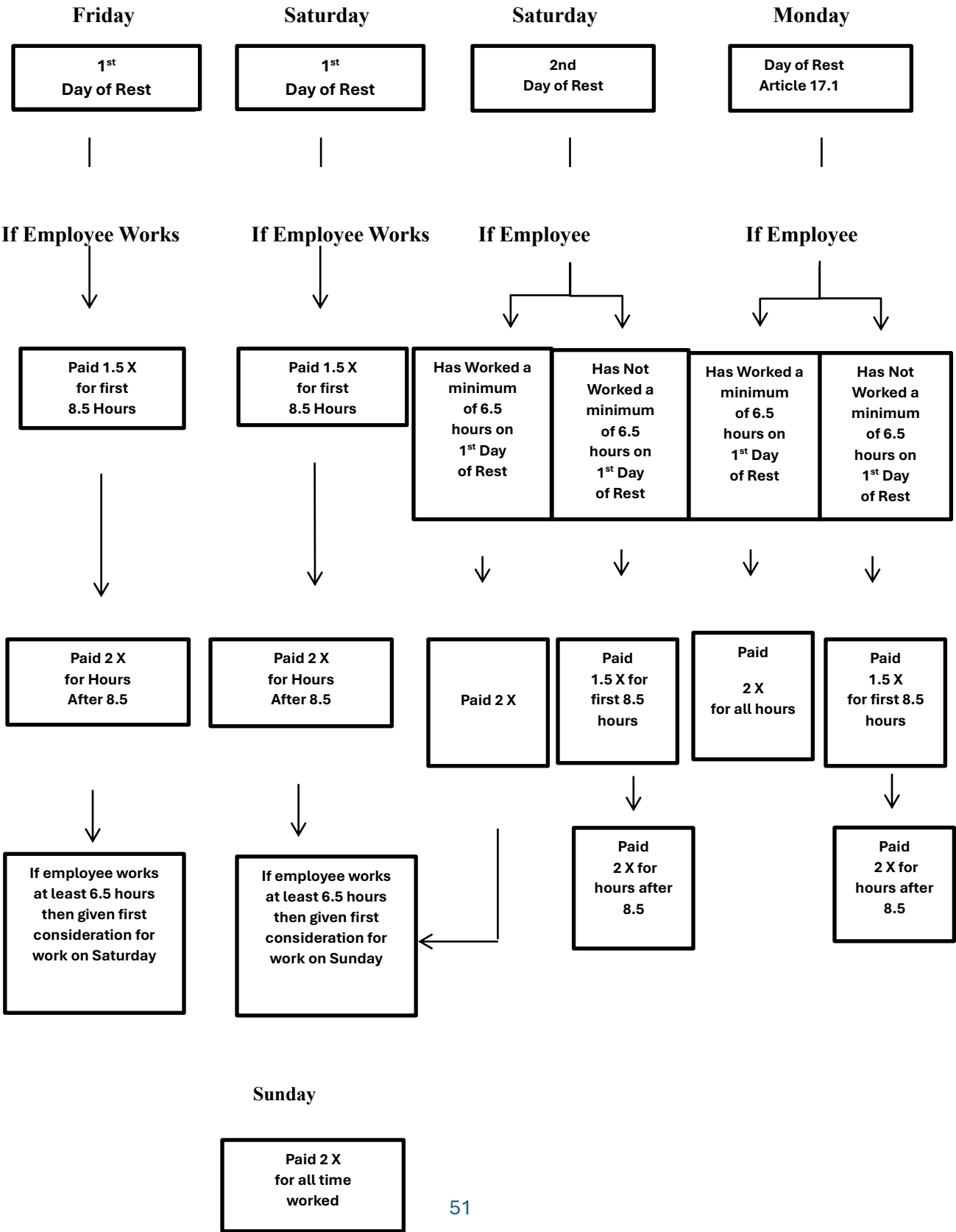
16.8 Call Out

A call out is when an employee(s) has completed **their** shift and is asked to return to work with less than ten (10) hours notice. Employee(s) shall not unreasonably refuse a callout. Employee(s) will be paid for two (2) hours at double time (2x). Time worked beyond two (2) hours will be paid at the established overtime rate. In addition, the employee(s) who is called out under this provision shall be paid for travel time of one-half (1/2) hour, each way, at double time (2x).

A call out occurs where the Employer contacts an employee to come in for an unscheduled shift with less than ten (10) hours notice, or where an employee is asked to come in more than two (2) hours prior to their regularly scheduled shift. Where an employee is asked to come in for two (2) hours or less prior to their regularly scheduled shift, overtime guidelines shall apply.

Employees will be made aware at the time of request whether they are being asked for overtime or call out.

16.9 Overtime Flow Chart



Article 17 General Holidays

17.1 List of General Holidays

The employees shall be paid their regular wages for the following general holidays, plus any general holiday legislated by the Federal Government or by the British Columbia Provincial Government, and which is applicable to British Columbia:

New Year's Day	Labour Day
Family Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

Should any of the above listed holidays fall on a normal non-working day, (i.e. a Saturday or Sunday) then the first normal working day following the holiday shall be recognized as the holiday.

Employees who work at least seventy-six and one-half (76.5) regular scheduled hours (excluding overtime) during the thirty (30) calendar day period immediately preceding the general holiday in a higher classification, shall be paid the statutory holiday pay rate based on that classification. This shall include employees temporarily upgraded to the Chargehand position.

17.2 Employee Eligibility

To be eligible for the above holiday pay an employee must have worked at least seventy-six and one-half (76.5) regular scheduled hours (excluding overtime) during the thirty (30) calendar day period immediately preceding the general holiday. The following absences will be considered as legitimate for the purposes of calculating the seventy-six and one-half (76.5) regular scheduled hours (excluding overtime):

- attending court
- vacation leave
- banked overtime leave
- compassionate leave
- paid sick days

Employees on WCB or CLBP leaves must have returned to work from such leaves during the thirty (30) calendar day period immediately preceding the general holiday in order to be eligible for the holiday pay.

17.3 Eligibility for Employees Terminating

For employees who give notice to terminate their employment, in addition to the requirements in Article 17.2 above, those employees shall be required to work a minimum of four (4) consecutive days immediately following the General Holiday.

Article 18 Annual Vacation with Pay

18.1 Vacation Year

For the purpose of calculating vacation pay and recording vacation entitlement a "vacation year" has been established. The year begins on July 1 and ends on June 30.

During a calendar year where an employees' completion of years of service moves **them** to a higher level of vacation entitlement, the employees' Company service date will be used to calculate additional vacation time entitlement only which may be taken during that calendar year prior to actual completion of years of service. Any additional vacation pay entitlement will be calculated and paid only after actual completion of years of service. Additional vacation pay entitlement shall be paid within thirty (30) days of the June 30 vacation year end.

18.2 Vacation Entitlement

Vacation entitlement listed below will be increased by eight and one half (8.5) hours for each General Holiday that occurs during their vacation period provided the employee meets the eligibility requirements as set out in Article 17.2.

Employees with length:	Will be entitled to:	With the following pay applicable:
YEARS OF SERVICE	TIME ENTITLEMENT	PAY ENTITLEMENT
Less than 2 years	Eight and one half (8 1/2) hours for each month of service to a maximum of seventy-six and one half (76 ½) hours	4% of their gross salary to June 30 th of that year
Greater than 2 years and less than 9 years	One hundred and fourteen and three quarter (114 ¾) hours	One hundred and fourteen and three quarter (114 ¾) hours pay at current rate or 6% of previous year's gross salary, whichever is greater
Greater than 9 years and less than 15 years	One hundred and fifty-three (153) hours	One hundred and fifty-three (153) hours pay at current rate or 8% of previous years gross salary whichever is greater
Greater than 15 years and less than 20 years	One hundred and ninety-one and one quarter (191 ¼) hours	One hundred and ninety-one and one quarter (191 ¼) hours pay at current

		rate or 10% of previous years gross salary whichever is greater
Greater than 20 years	Two hundred and twenty- nine and one half (229 ½) hours	Two hundred and twenty-nine and one half (229 ½) hours pay at current rate or 12% of previous years gross salary whichever is greater

NOTE: If an employee takes all **their** vacation in weekly blocks (seven (7) consecutive days from Sunday to Saturday inclusive) then any additional time off that may occur because of this schedule beyond the total annual hourly entitlement as set out in this Article will be considered as an unpaid leave of absence.

If an employee takes any of **their** vacation in blocks of days rather than weeks, then **they** will only be able to schedule vacation time away from work equivalent to the total annual hourly entitlement. There will be no additional unpaid leave of absence days available in this case.

18.3 Requests For Vacation

The Company will require all employees to take annual vacation and may stagger their annual vacation in order to maintain continuous production.

Employee(s) will be provided an opportunity to submit written requests for vacation time off. All such requests are to be provided to the employee's Supervisor or **their** designate for approval by March 31 of each year. Such requests will be responded to by April 15 of each year and employee requests will be either approved or denied. Employees whose requests are denied may re-submit alternative dates within **five (5) working days**. Such requests will be responded to by April 30 of each year.

Requests for vacation time between December 15 and January 15 shall be responded to by October 15 of each year.

Should there be conflicts regarding the scheduling of vacation, then such employee conflicts will be resolved by Company seniority within a functional area.

Employee requests for vacation received on or after April 1st will be considered for approval on a first come, first serve basis. Such requests must be made at least forty-eight (48) hours prior to the commencement date of the vacation leave. The Company will respond to such requests within forty-eight (48) hours of the time the request is made.

All vacations are to be taken as time off by April 30th of the following vacation year.

No vacation carry over will occur except in exceptional situations on a case by case basis as determined and approved by the Employer.

18.4 Plant Shutdown

Employees will be notified by March 1st of a Summer Plant Shutdown required in that year. Employees will be notified by **September 15th** of any Christmas Plant Shutdown required in that year.

Shutdowns shall be limited to a total of three (3) weeks per calendar year.

In the event of a plant shutdown the Company will specify which department(s) and/or project(s) if any, aside from the Maintenance Department, will continue normal operations. The Company agrees to provide the Union with **fifty-six (56)** days prior notice which departments will continue normal operations.

Employees who want to work during the shutdown should notify the Human Resources Department by written memo at least thirty (30) calendar days prior to the particular plant shutdown date.

The selection criteria sequence for determining which employees will work during a plant shutdown will be as follows:

1. Within a Functional Area by Classification Seniority.
2. Within a Classification by Classification Seniority.
3. Outside Classifications by Company Seniority.

A list of employees that have been selected to work during the plant shutdown will be posted twenty-one (21) calendar days prior to the shutdown.

To schedule this time off, the leave will be approved in the following sequence:

1. **Prior year(s) vacation entitlement, then,**
2. **Banked overtime, or current year's vacation entitlement, or Unpaid Leave of Absence**

18.5 Employees Working Less than 850 Hours

Employees who actually work less than eight hundred and fifty (850) hours excluding overtime in a year will be credited with a years' service but will only be eligible to take time off that is equivalent to the amount of vacation money earned divided by the employees' hourly rate.

Employees that fall within this category, with the exception of plant shutdown, will not be allowed to take time off without vacation pay.

An employee who works eight hundred and fifty (850) hours or more shall be paid normal wages for all vacation at the time they are taken.

An employee who reaches **their** normal retirement age and has met the eight hundred and fifty (850)

hour eligibility shall be paid the full amount of vacation hours earned under the Collective Agreement when **they** retire.

Article 19 Early Retirement

19.1 Requests For Early Retirement and Retirement Bonus

An employee may exercise early retirement upon three (3) months notice or a lesser period of time provided the employer is in agreement with the lesser time.

19.2 Retirement Bonus

- a) An employee who retired on their normal retirement date or retires when their age plus service equals the number seventy (70) or greater shall be provided with a retirement bonus equivalent to their hourly rate of pay times five hundred (500) hours. **The employee may elect this payment to be either a Lump Sum, or Severance Installments as per the Process outlined below. The Retirement Bonus is subject to income tax; CPP and EI are not deducted.**

Retirement Bonus Process

- b) **The employee will provide their completed Retirement Bonus Election form to HR via email which will include their intended date of retirement along with their choice of Retirement Bonus Payment method.**

Note that those eligible for Early Retirement will still be subject to notice periods as per Article 19.1.

- i) **Lump Sum Payment**
Only one Lump Sum Retirement Bonus payment is permitted per pay period cycle. If more than one (1) employee requests a Lump Sum Retirement Bonus during the same pay period, the first request received will be paid. Subsequent requests will be paid on the next available pay period(s), in sequential order. Lump Sum Payment may be delayed, even if the actual last day of work, retirement date, is sooner.

Payroll will review the retirement Lump Sum Payments schedule against those submitted and:

- **Confirm the date requested,**
- **If the pay period is not available, the next available date for Lump Sum Payment,**

- **Provide the option of Severance Installments in lieu of Lump Sum**

The employee will confirm their acceptance of their Lump Sum Payment Date or choose to have their Retirement Bonus paid as Severance Installments. Once the employee has confirmed their final choice of payment method, this cannot be changed, and payment methods may not be combined.

ii) Severance Installments

The payment of five hundred (500) hours will be split into five (5) equal payments of one hundred (100) hours each, to be paid as per the regular pay schedule.

c) Retirement Bonus RRSP Contributions

The employee may choose to have a portion, or all, of their Retirement Bonus Payment transferred to an RRSP. RRSP payments are not subject to income tax, CPP or EI deductions. In this case, the following will apply:

- **The employee is responsible for ensuring there is sufficient RRSP room for the contributions; the Company is not liable for any overpayment and taxes/fees associated with contributions, should there be an overage.**
- **These contributions are not matched by the employer.**
- **The employee will contact payroll and communicate in writing their intentions regarding the RRSP contributions from these payments. This must be completed at least two (2) weeks before the retirement date.**
- **Payroll will process this direction as per the written request of the employee.**
- **Retroactive changes are not possible.**

19.3 Retirement Sick Payout

Any remaining sick time in an employee's sick bank will be paid out at their current wage rate upon retirement.

Article 20 Normal Retirement

20.1 Age For Normal Retirement

It is agreed that an employee's normal retirement date shall be on the first day of the month following or coincident with **their** sixty-fifth (65th) birthday.

Article 21 Wages

21.1

Wages shall be those agreed upon in accordance with the classification and level the employee is employed in. Payment of wages shall be made by direct deposit to the employee's bank account every second Thursday, and pay information statements shall be distributed to employees during normal working hours.

Article 21.2 Wage Rates

New Classification Level	April 1, 2025	April 1, 2026	April 1, 2027
	8.50%	5.00%	5.00%
Tool and Die Maker Optics / Laser Tracker (*premium)	0.27	0.28	0.30
Journey person Tool and Die Maker	46.12	48.43	50.85
Tool and Die Maker 3	42.75	44.89	47.13
Tool and Die Maker 2	40.74	42.78	44.92
Tool and Die Maker 1	38.06	39.96	41.96
Inspector Technician	45.32	47.59	49.97
Inspector	42.75	44.89	47.13
NDI Technician	47.49	49.86	52.36
Lab Technician 2	45.32	47.59	49.97
Lab Technician 1	38.14	40.04	42.05
Journey person Machinist	42.75	44.89	47.13
Machinist Apprentice 5	39.45	41.42	43.49
Machinist Apprentice 4	36.08	37.88	39.77
Machinist Apprentice 3	34.33	36.05	37.85
Machinist Apprentice 2	32.98	34.63	36.36
Machinist Apprentice 1	29.39	30.86	32.41
Certified Mechanic (*Company)	42.75	44.89	47.13
Mechanic 4	39.45	41.42	43.49
Mechanic 3	36.08	37.88	39.77
Mechanic 2	34.33	36.05	37.85
Mechanic 1	32.98	34.63	36.36
Mechanic	29.39	30.86	32.41

Aircraft Structural Technician	42.75	44.89	47.13
AST Apprentice 5	39.45	41.42	43.49
AST Apprentice 4	36.08	37.88	39.77
AST Apprentice 3	34.33	36.05	37.85
AST Apprentice 2	32.98	34.63	36.36
AST Apprentice 1	29.39	30.86	32.41
	April 1,	April 1,	April 1,
New Classification Level	2025	2026	2027
	8.50%	5.00%	5.00%
TQ, Journeyperson, or Company Certified Painter	42.75	44.89	47.13
Painter Apprentice 4	39.45	41.42	43.49
Painter Apprentice 3	36.08	37.88	39.77
Painter Apprentice 2	34.33	36.05	37.85
Painter Apprentice 1	32.98	34.63	36.36
Material Handler 3	38.45	40.38	42.39
Material Handler 2	36.08	37.88	39.77
Material Handler 1	34.33	36.05	37.85
Master Electrician	47.49	49.86	52.36
Journeyperson Electrician	42.75	44.89	47.13
Electrician Apprentice 5	39.45	41.42	43.49
Electrician Apprentice 4	36.08	37.88	39.77
Electrician Apprentice 3	34.33	36.05	37.85
Electrician Apprentice 2	32.98	34.63	36.36
Electrician Apprentice 1	29.39	30.86	32.41
Journeyperson Millwright	42.75	44.89	47.13
Millwright Apprentice 5	39.45	41.42	43.49
Millwright Apprentice 4	36.08	37.88	39.77
Millwright Apprentice 3	34.33	36.05	37.85
Millwright Apprentice 2	32.98	34.63	36.36
Millwright Apprentice 1	29.39	30.86	32.41
General Operations Support 4	34.76	36.50	38.33
General Operations Support 3	32.22	33.84	35.53

General Operations Support 2	29.72	31.20	32.76
General Operations Support 1	27.19	28.55	29.98

21.3 New Probationary Employees

New probationary employees will be placed at the appropriate wage level within the classification into which **they are** hired according to **their** previous experience or training. A probationary employee shall not be upgraded to the next wage level until completion of the probationary period. An employee evaluation process will be used to determine the probationary employee's suitability and will occur at least once every three (3) months.

21.4 Progression

Qualifications for higher wage rates through scheduled progression assumes that an employee will achieve a normal rate of progress in the accumulation of the skill and job knowledge required **provided the Company gives an opportunity to participate in the training.**

An employee evaluation process will be used to determine an employee's progress and will occur at pay progression intervals.

Should an employee not achieve a normal rate of progress in the accumulation of the skill and job knowledge required, then the employee may be held at their current rate until they reach an acceptable rate of progress.

Both the employee and the Union will be so advised. Such written warning must be issued no later than fourteen (14) calendar days prior to the scheduled increase.

As a condition of employment, all new hires (including existing employees filling a posted vacancy) will participate in the recommended training path that will lead to either Journeyperson, Master, AST, TQ, or Company Certification in Progression Groups B and C.

a) Progression Group A

Progression shall be fifty-two (52) weeks **for the following Article 6 Classifications:**

- **6.8 General Operations Support**
- **6.9 Material Handler**
- **6.12 Laboratory Technician**

b) Progression Group B: Alternate Certifications

This Group applies to the following Article 6 Classifications who are following the Article 8.6 Alternate Certification training and/or challenge pathways:

- **6.4a Mechanic**
or
- **6.10 Aircraft Parts Painter**

Employees in this Group shall not progress to the next level until they have successfully completed all the requirements of their current level. If training opportunities are limited due to operational requirements, employees in these two classifications will progress after fifty-two (52) weeks.

Employees in this Group will not progress to the top level of their classification (Journey person, Company Certified, or TQ rates), unless they have obtained their Certificate of Apprenticeship (or equivalent) or Company Certification.

c) Progression Group C: Apprenticeships

This Group applies to the following Article 6 Classifications:

- **6.3 Machinist**
- **6.4a Mechanic**
- **6.4b Aircraft Structural Technician**
- **6.7 Electrician**
- **6.10 Aircraft Parts Painter**
- **6.11 Millwright**

Apprentices in this Group shall not progress to the next level until they have successfully completed the requirements of their current apprentice level.

Employees in this Group will not progress to the top level of their classification (Journey person, Master, AST or TQ rates), unless they have successfully completed all required training, work-based hours, and examinations and have obtained their Certificate of Apprenticeship or equivalent.

d) Progression Group D

Employees in the Article 6.2 Tool and Die Maker classification will only progress through the classification levels through successful completion of training as follows:

- i) Tool and Die Maker 1:**
Successful completion of Machinist Apprenticeship (including challenge opportunities as applicable) to progress to Tool and Die Maker 2.

- ii) **Tool and Die Maker 2:**
Successful completion of Machinist Apprenticeship (including Challenge opportunities as applicable) to progress to Tool and Die Maker 3.
- iii) **Tool and Die Maker 3:**
Tool and Die Maker Red Seal Challenge to progress to Journeyperson Tool and Die Maker.
- iv) **Journeyperson Tool and Die Maker:**
Employees in this Group will not progress to the Journeyperson Tool and Die Maker level unless they have successfully completed all required training, work-based hours, and examinations and have obtained their Red Seal (or equivalent).
- v) **Tool and Die Maker Optics/Laser Tracker:**
The Optics/Laser Tracker premium is available to all levels in this Classification per Article 6.2, provided the employee has successfully completed the requirements. This premium is independent of progression.

Employees in the Tool and Die Maker classification who do not participate in these training pathways will remain at their current classification levels without progression.

e) **Progression Group E**

The following Article 6 Classifications have only one level and therefore progression does not apply:

- 6.5a Inspector Technician
- 6.5b Inspector
- 6.6 NDI Technician

These classifications generally have specific training requirements for their disciplines, and when applicable, rates during training and after qualification are defined within their respective Article 6 classification descriptions.

21.5 Additional Rates

Chargehand	\$2.50 per hour
First Aid Ticket Level II	\$150.00 per month

21.6 Travel

Employees who are required to travel outside of Greater Vancouver on Company authorized business will be paid straight time rate for the actual hours traveled. For weekend travel, inclusive of an employee's scheduled Friday or Monday off in accordance with Article 15, employees will be paid

time and one-half (1.5) to a maximum of eight and one-half (8.5) hours per trip; straight time rate for the actual hours traveled in excess of eight and one-half (8.5) hours. If, due to travel, an employee is unable to fulfill their regularly scheduled number of hours, they will be compensated for their full regular shift.

Airfares and accommodations shall be paid in advance by the Company or a cash advance will be provided to the employee to cover such costs. The employee will be provided a travel per diem of ninety (\$90.00) dollars **net** for meals and other approved out-of-pocket expenses. **This payment will be made in the local currency or Canadian dollars, whichever amount is greater.** Any expenses not covered by this clause shall be in accordance with the Company's travel policy, a copy of which shall be provided to each employee prior to leaving on travel for Company business.

Article 22 Employee Discipline

22.1 Union Representation

The appropriate Union representative or **their** designate must be present when an employee may be required to make statements at hearings or meetings on matters affecting the Agreement, Company working rules, compensation, accidents or incidents from which discipline may arise.

In the event of an employee being suspended or discharged the Company shall notify the employee concerned and the Senior Shop Steward or **their** alternate indicating the reasons for the said suspension or discharge. Such an employee will have the right to see the Senior Shop Steward or **their** alternate, prior to leaving the Company's premises unless an employee's offense is of such a nature in the Company's opinion as to render it undesirable for **them** to remain on Company premises. In such cases, the Human Resources Department shall authorize sufficient time for the Senior Shop Steward or **their** designate to meet off premises with the individual.

22.2 Notice of Disciplinary Interview

The Company will advise any employee and provide notification by email to the Senior Steward of an investigative meeting or counseling session and will indicate the purpose of the meeting. The notification period to the employee and Senior Steward will be twenty-four (24) hours in advance.

Employees will have the opportunity to review all relevant information regarding the issue at the beginning of the meeting. An employee will have the opportunity to comment or explain.

If in the course of the investigation a second issue is discovered that has no relationship with the first issue, and the employer determines that a separate investigation is required, it is understood that the second issue will be investigated separately.

If it is determined that discipline is warranted, the meeting to communicate the decision will be held within fourteen (14) working days after the final investigation interview meeting. For this Article “fourteen days (14)” is defined as a regular work day that the affected employee attends work for 8.5 hours per day. In the event the Company is unable to hold the disciplinary meeting within fourteen (14) working days of the final investigation meeting, they will notify the Union of the reason for the delay. The Union reserves the right to grieve the delay.

22.3 Copies of Disciplinary Information

An employee will be informed of any correspondence of a disciplinary nature against the employee which the Company wishes to place on their personnel record, subject to their rights under this Agreement.

When a notation of discipline is made against the record of an employee, **they** will be furnished with a copy and a copy will be sent to the Union.

22.4 Removal of Disciplinary Letters

Disciplinary letters arising from suspensions will be removed from an employee's personnel file after twenty-four (24) months from date of origin, and, they shall be returned to the employee, provided there has not been any further incidents of a similar disciplinary nature. Should any such incident occur then all documents shall remain on file for twenty-four (24) months from the date of the most recent occurrence. Any other disciplinary letters including Letters of Expectation will be removed from an employee's personnel file after eighteen (18) months from the date of the Letter of Expectation.

22.5 Review of Personnel Files

An employee may review **their** personnel file during normal office hours by contacting the Human Resources Department. Access to personnel files shall be provided as soon as possible, but shall be no longer than twenty-four (24) hours following the request. The employee shall advise **their** Supervisor when leaving **their** work area.

22.6 Use of Disciplinary Information

Only the pertinent material and information contained in the personnel file under the jurisdiction of the Human Resources Department will be used in disciplinary action against the employee.

Article 23 Renewal and Termination

23.1 Contract of Agreement

This contract constitutes the entire Agreement between the parties and supersedes and replaces all previous Agreements and practices both written and oral.

23.2 Term of Agreement

This Agreement shall become effective as of April 1, **2025** and shall continue in full force and effect until March 31, **2028** and shall renew itself without change each succeeding March 31st thereafter unless written notice of intended change is served by either party in accordance with the British Columbia Labour Code.

23.3 Effect of Agreement During Negotiations

In the event of notice as provided in Article 23.2 this Agreement shall remain in full force and effect while negotiations are being carried on for the arrangement of a further Agreement.

Article 24 Employee Assistance Program

24.1 Purpose of Committee

It is agreed that the Committee already established to monitor the Employee Assistance Program, shall continue to investigate and recommend procedures which may involve professional assistance for employees with alcohol, drug or other personal problems.

24.2 Committee Composition

The Committee will consist of two (2) representatives from the Union and two (2) from the Company. The Committee will meet as often as necessary.

Article 25 New Technology, Technological Advances & Sub-Contracting

25.1 Advanced Planning

The parties agree that with the introduction of new techniques and technology, it is important that advanced planning be made to anticipate skills, needs, and training required.

25.2 Notification

When planning the introduction of technological changes, the Company agrees to notify the District no later than ninety (90) days prior to implementation of technological changes. Following such notification, the Company and the District will meet to determine and resolve:

- a) The effect upon the members of the Bargaining Unit.
- b) The classifications necessary to cover the work required (Reference Article 6.)
- c) Reasonable training and instruction of Bargaining Unit members necessary to perform the work.
- d) The impact of work moving from one classification to another.

Technological change will be considered the introduction of new or modified equipment, or techniques which will displace Bargaining Unit employees.

25.3 On-The-Job Training

It is the Company's practice to continue on-the-job-training to ensure Bargaining Unit employees will be provided with the opportunity to keep current with new methods, tools, machines and new technology affecting their work and job security.

When technological change may require additional knowledge and skill on the part of a permanent employee, such employee shall be given the appropriate training to qualify to retain their employment. A reasonable time will be afforded to the employee in which to qualify. Instruction or training shall be done at the employee's regular rate and during scheduled working hours.

25.4 In the event that 3D printing is utilized within the plant it shall be bargaining unit work and considered new technology.

25.5 Artificial Intelligence

The parties agree that AI will be used to augment, not replace the work done by the Bargaining Unit employees.

“Artificial Intelligence”: For the purposes of this agreement, “artificial intelligence” shall refer to technology that performs tasks that normally require human intelligence, including but not limited to machine learning and natural language processing.

25.6 Employees to be Retrained

If by reason of a technological change the employee cannot be retrained in accordance with Article 25.3 above the employee shall:

- i) Be given an opportunity to fill any vacancy for which **they are** qualified in accordance with Article 7, **if unsuccessful in filling the vacancy, then**
- ii) Follow the procedure as outlined in Article 9.

25.7 Filling of Vacancies

Any vacancy created as a result of the above shall be filled in accordance with Article 7.

25.8 Sub-Contracting

- a) It is agreed that there will be no sub-contracting in or out of the plant if there are employees available and with the ability to do the work unless some justifiable circumstance exists. The Company agrees not to sub-contract work specifically to evade the negotiated wages and benefits provisions.
- b) Where the Company intends to sub-contract work that has not already been agreed upon as justifiable, they shall discuss the proposed sub-contracting with the Union Shop Committee referenced in Article 3.4 Shop Committee at least thirty (30) days prior to any actual work being performed. During this period, the Union and the Company shall review relevant information related to the proposed sub-contracting, and shall work together to find ways to keep the work in the plant. Regardless of the outcome of such discussions, either party reserves the right to grieve under Section a) of this Article.

*Clarification: this Article applies to work within the corporation or outside of the corporation.

25.9 Hot Work

Employees maintain the right to provide assistance to labour organizations. It shall not be cause for discipline if an employee refuses to handle hot goods as determined by the Machinists Union.

Article 26 Employee Benefits

26.1 RRSP Plan and Union Pension Plan

The Company shall establish an individual Registered Retirement Savings Plan (RRSP) and or Union Pension Plan account for each eligible employee after they have completed the probationary period. It is the employee's responsibility to join the RRSP and or Union Pension Plan.

For employees over the age of seventy-one (71), contributions shall be made into a non-Registered Savings account.

26.2 Contributions

The Company shall match the employees' contributions as follows:

After probationary period to maximum of 1 1/2% of gross earnings

After 2 years' service to maximum of 2% of gross earnings

After 3 years' service to maximum of 2 1/2% of gross earnings

After 4 years' service to maximum of 3% of gross earnings

After 5 years' service to maximum of 3 1/2% of gross earnings

After 6 years' service to maximum of 4% of gross earnings

After 7 years' service to maximum of 4 1/2% of gross earnings

After 8 years' service to maximum of 5 1/2% of gross earnings

After 9 years' service to maximum of 6% of gross earnings

After 10 years' service to maximum of 6 1/2% of gross earnings

After 15 years' service to maximum of 7 1/2% of gross earnings

After 20 years' service to maximum of 8 1/2% of gross earnings

NOTE: For the purpose of this Article, "gross earnings" are defined as the employee's hourly wage rate times the average scheduled regular hours per month (i.e., normalized at 165-3/4 hours per month.) Hourly wage rates includes Chargehand rate as per Article 21.

26.3 Cashing in of RRSP Plan

Should an employee cash in **their** Plan at any time **they** will no longer be eligible to participate in this pension scheme.

Employees on layoff who cash in their total Plan will be required to begin over again at "after probationary period" rate, if they wish to participate after recall.

26.4 Deductions for Contributions to RRSP or Union Pension Plan

Contributions will be on a monthly payroll deduction basis, first payroll in each month, or as otherwise agreed to by the parties.

All contributions to be paid to **Royal Bank (RBC)** R.R.S.P. and or Union Pension accounts will be no later than ten (10) days after deduction from payroll.

26.5 Medical Plan

The Company will assume one hundred percent (100%) of the cost of the overall Medical Services Plan premiums in the Province of British Columbia.

26.6 Dental Plan

- a) The Company will assume one hundred percent (100%) of the cost of a Group Dental Plan. It is understood by both parties that this participation by the Company will not be compounded by any compulsory Provincial or Federal Dental Plan, either in existence or introduced at a later date.
- b) It is further understood by both parties that the Company shall have full trusteeship of the Dental Plan and that the present benefit level will be maintained.
- c) Dental Plan benefits will be paid in accordance with the Dental Association fee schedule of the Province.
- d) Payment by the Dental Plan described above for benefits listed under Plan "A" will be one hundred percent (100%) and Plan "B" will be fifty percent (50%).
- e) Payment by the Dental Plan described above for benefits listed under Plan "C" will be fifty percent (50%). The life time maximum benefit covered will be two thousand two hundred dollars (\$2,200.00).

"Orthodontic Treatment" means treatment by a Dentist for the correction of malposed teeth. Services for purely cosmetic purposes will not be covered. Benefits do not include replacement costs for lost or stolen appliances.

26.7 Extended Health Benefits Plan

- a) The Company will assume one hundred percent (100%) of the cost of an Extended Health Benefit Plan. Such plan will provide for prescriptions to be paid at 100%.
- b) It is further understood by both parties that the Company shall have full trusteeship of the supplemental Medical/Dental Plan and that the present benefit level will be maintained.
- c) The Extended Health Benefit Plan will provide coverage for corrective lenses in accordance with the provisions of the vision rate rider. The maximum amount claimable during any consecutive twenty-four (24) month period will be four hundred and fifty (\$450.00) dollars.

26.8 Group Life Insurance Plan

The benefit shall be one times (1x) yearly gross earnings for natural death and two times (2x) yearly gross earnings for accidental death.

Spousal Life Insurance to the value of five thousand (\$5,000.00) dollars.

Child Insurance for children over the age of 21 days to the value of two thousand five hundred (\$2,500.00) dollars.

26.9 Health and Dental Coverages

The following is for clarification of the Health and Dental Coverages as per this agreement.

The previous plan was Desjardins policy #640890.

Presently the coverages are as follows:

Union Employees	Policy Number	Carrier
Accidental Death and Dismemberment (AD&D)	100012326	Industrial Alliance - Special Markets Solutions (IAP)
Employee Assistance Program (EAP)	avcorpsi	Telus
Life, Disability	RBC00003484	RBC
Health and Dental	Group #61027	Telus Health, Administration by ARC
Travel	23063	Blue Cross

An employee can request a printed version of the coverage, if they do not have access to the electronic information, including the production of a benefits card.

Any subsequent plan to replace the present Health and Dental Plan will be the equivalent coverage or better.

The parties agree to abide by the terms of this Agreement.

Signed on this _____ day of _____, 2026.

For the Union

For the Employer

LETTER OF INTENT NO. 1

Avcorp Industries Inc. (dba Latecoere Aerostructures Canada)

And

IAM & AW Local 11

Subject : Commercial Work

Where the Company is faced with price reduction demands of major commercial customers that threaten the loss of major accounts, the Company and the Union have agreed that they will meet and bargain in good faith toward a Letter of Understanding designed to address the interests of the Company, the Union, and the employees.

Signed on this _____ day of _____, 2026.

For the Union

For the Employer

LETTER OF UNDERSTANDING NO. 1

Avcorp Industries Inc. (dba Latecoere Aerostructures Canada)

And

IAM & AW Local 11

Subject : Functional Areas

The parties agree that, for the purpose of the Collective Agreement, the following will be recognized as functional areas. Functional areas cross reference in the Collective Agreement to overtime distribution, shift rotation, and vacation priority.

It is further agreed by the parties that the Shop Committee may by mutual agreement amend such designations as required.

FUNCTIONAL AREAS

Bombardier CL650 HSTAB & BLR Wing Adapter Plug

Group 1 Final Assembly / Elevator / Sub-Assembly
Group 2 Inspection
Group 3 Material Handlers

Bombardier CL 650 Fuel Tanks & MHI Global Express Doors

Group 1 Fuel Tank Assembly
Group 2 MHI Global **Express** Door Assembly
Group 3 Inspection
Group 4 Material Handlers

Boeing 737 Wheel Well Fairings

Group 1 Final / Sub-Assembly
Group 2 Inspection
Group 3 Material Handlers

Boeing 737 Spoilers

Group 1 Final Assembly
Group 2 Inspection
Group 3 Material Handlers

Boeing 767 Flap Track & Panoramic Camera Fairings

Group 1 Final / Sub-Assembly
Group 2 Inspection
Group 3 Material Handlers

Boeing CH47, Boeing KC-135 Ruddevator

Group 1 Final / Sub-Assembly
Group 2 Inspection
Group 3 Material Handlers

JSF

Group 1 Final / Sub Assembly
Group 2 Inspection
Group 3 Material Handlers

Boeing Flex

Group 1 Detail Part Fabrication
Group 2 Sub-Assembly
Group 3 Inspection
Group 4 Material Handlers

Metal Bond

Group 1 Metal Bond & Composites
Group 2 Phosphoric Process Line
Group 3 Adhesive Primer Paint Shop
Group 4 Metal Bond Assembly
Group 5 Inspection
Group 6 Material Handlers

Shared Assets

Group 1 **Boric Sulfuric** Process Line
Group 2 Primer Paint Shop
Group 3 Detail Part Fabrication
Group 4 Inspection
Group 5 Material Handlers
Group 6 3-axis routers & 5-axis CMS Machine Center

Machine Shop

Group 1 Machinists

Group 2 Vibro Deburr / Shot Peen
Group 3 Inspection
Group 4 Material Handlers
Group 5 Boeing Flex Machining

SUPPORT GROUPS

Facilities

Group 1 Millwrights
Group 2 Electricians
Group 3 General Operations Support

Tool Shop

Group 1 **Tool and Die Makers**
Group 2 Inspection

Laboratory

Group 1 Lab Technicians

NDI

Group 1 NDI Technicians

Initial Overtime Distribution, Shift Rotation and Vacation Scheduling will be done by Company Seniority, by groups within Functional Areas with the exception of the following classifications:

Inspectors:

Bombardier CL650 HSTAB & Fuel Tanks, MHI Global Express Doors, & BLR Wing Adapter Plug

JSF

Boeing CH47, & Boeing KC-135 Ruddevator

Boeing Final Assembly (737 Wheel Well Fairings & Spoilers, 767 Panoramic Camera Fairings & Flap Track Fairings)

Metal Bond

Boeing Flex

Shared Assets & Machine Shop

Material Handlers:

Shipping/Receiving

Bombardier CL650 HSTAB & Fuel Tanks, MHI Global Express Doors, & BLR Wing Adapter Plug

JSF, Boeing CH47, Boeing KC-35 Ruddevator

Boeing Final Assembly (737 Wheel Well Fairings & Spoilers, 767 Panoramic Camera Fairings & Flap Track Fairings)

Boeing Flex, Shared Assets & Machine Shop

Metal Bond

Material Handlers

Material Handlers will move between functional areas at Management's discretion. Work requirements will dictate the number of Material Handlers. If a Material Handler feels after one (1) year in their present location that they want to move, they may request such a move through their Supervisor. The move will be based on operational requirements at the time of the request.

Signed on this ____ day of _____, 2026.

For the Union

For the Employer

LETTER OF UNDERSTANDING NO. 2

Avcorp Industries Inc. (dba Latecoere Aerostructures Canada)

And

IAM & AW Local 11

Subject: Inspector Technician Training Plan

During the life of the Agreement the Company agrees to establish and implement an Inspector Technician training plan to ensure adequate coverage across the disciplines. Training opportunities will be offered by seniority, however, the Company retains the right to assign employees to training.

Signed on this _____ day of _____, 2026.

For the Union

For the Employer

LETTER OF UNDERSTANDING NO. 3

Avcorp Industries Inc. (dba Latecoere Aerostructures Canada)

And

IAM & AW Local 11

Subject: Tool Replacement

The Company will determine tool requirements and provide all tools.

The Company will reimburse Machinists, Millwrights **Electricians** and **Tool and Die Makers** for the value of personal tools that have been authorized for use by the Company and have been worn out or broken. The employee will submit an invoice to the Company for approval and payment

To be eligible for tool replacement, an employee must provide the Company with the worn or broken tool, a list of their tools not supplied by the Company but required for their work, verified by a management representative in authority.

Missing tools will not be replaced by the Company.

Signed on this ____ day of _____, 2026.

For the Union

For the Employer

LETTER OF UNDERSTANDING NO. 4

Avcorp Industries Inc. (dba Latecoere Aerostructures Canada)

And

IAM & AW Local 11

Subject : Attendance Management Program for the Calculation of Plant Averages

The Parties agree that for the purpose of calculating the plant average attendance the average shall not be less than 25.5 hours per quarter for a nine (9) day fortnight shift.

Signed on this _____ day of _____, 2026.

For the Union

For the Employer

LETTER OF UNDERSTANDING NO. 5

Avcorp Industries Inc. (dba Latecoere Aerostructures Canada)

And

IAM & AW Local 11

Subject: Field Safety Representative Permit Holder

Whereas pursuant to prevailing legislation and/or regulations, the Company requires a permanent Field Safety Representative (FSR) Permit Holder at the manufacturing facility located in Delta, B.C.

The parties agree that:

- 1. The Company shall have the sole discretion to designate one employee in the bargaining unit as the Field Safety Representative Permit Holder. Preference will be given to a Journeyperson or Master Electrician, specifically, to the Electrician Chargehand.**

Subject to prevailing legislation and/or regulations, it is understood that there will only be one designated FSR Permit Holder for the site. Other employees holding an FSR Certificate will not be entitled to the remuneration defined in this LOU.

- 2. Prior to confirmation as the FSR Permit Holder, the designated employee must successfully pass the necessary governmental/regulatory examinations(s). Suitable FSR Certification levels are FSR Class A or FSR Class B or equivalent, should the current standards be changed. FSR Class A or B with Restrictions, or any FSR Class C certifications, are not suitable for this role.**
- 3. The Company shall pay all reasonable costs associated with the course(s) approved by the Company, related fees, and reference materials required for the training and examination(s).**

For the course(s) approved by the Company, the designated employee will be compensated for the course attendance hours and examination hours at the regular wage rate only, however, this compensation is subject to successful completion of the examination and acquisition of the Field Safety Representative certification.

- 4. In the event the designated employee fails the initial examination, or, a recertification examination, or, does not acquire the Field Safety Representative certification for any reason whatsoever, the designated employee will be provided with one more opportunity to acquire the certification, as soon as practicable.**

During the second opportunity, the Company shall pay all reasonable costs associated with the course(s) approved by the Company, related fees, and, reference materials required for the training and examination(s) only. The designated employee will not be compensated for the hours attending the course(s) approved by the Company or the examination.

In the event the designated employee fails the second opportunity or does not acquire the Field Safety Representative certification for any reason whatsoever, the designated employee will not be eligible for the premium effective the date that determination is made. In this case the Company can designate another employee as the FSR Permit Holder in order to comply with regulations. There will be no layoffs or reduction in the workforce in the event this occurs.

- 5. The FSR Permit Holder may not resign from the designation until another employee has been confirmed as the FSR Permit Holder.**
- 6. The FSR Permit Holder may withdraw from their appointment with 60 calendar days' notice.**
- 7. The FSR Permit Holder will be responsible for all applicable duties outlined in relevant legislation and/or regulations.**
- 8. The FSR Permit Holder will receive a premium of \$2,750.00 every quarter of the calendar year. The premium will be paid on the first pay period after January 1, April 1, July 1 and October 1. This premium will increase at the same percentage rate as other wages on April 1 of each year as outlined in 21.2 Wage Rates table.**

Signed on this _____ day of _____, 2026.

For the Union

For the Employer

LETTER OF UNDERSTANDING NO. 6

Avcorp Industries Inc. (dba Latecoere Aerostructures Canada)

And

IAM & AW Local 11

Subject : Electrical Systems Development & Design

This LOU is in recognition that the current Electrician Chargehand, in addition to certifications as FSR Permit Holder and a Master Electrician, has obtained the relevant training, skills, and abilities that allow them to carry out Electrical Development & Design activities pertaining specifically to this site.

And whereas the Company requires ongoing Electrical Systems Development & Design work at the manufacturing facility located in Delta, BC.

The Parties agree that:

- 1. The Company shall have the sole discretion to designate this employee in the Bargaining Unit as the Electrical Systems Development & Design Specialist.**
- 2. In general terms, this work is considered outside of the Bargaining Unit work. The Parties agree to re-visit this work in the case that the current employee leaves this role and/or their current position.**
- 3. If the current employee leaves their current position and there is no suitable Union member willing or capable of doing this work, the Company reserves the right to employ suitable Staff or Contractor(s) to carry out this work. Additionally, if volume of this work exceeds the capacity or capability of the current Union member, the Company may at any time employ Staff or Contractor(s) to perform the overflow work and, as necessary, will work collaboratively with the Electrical Systems Development & Design Specialist. In such a case, the Current Employee shall not have their work hours or the Design & Development “bonus” reduced or withheld.**
- 4. The Union and/or the Current Employee may withdraw from the Design & Development work content with 60 calendar days’ notice; the quarterly premium payment will be adjusted to meet the calendar days of actual work at that time.**
- 5. The Company may withdraw the Design & Development work content with 60 calendar days’ notice; the quarterly premium payment will be adjusted to meet the calendar days of actual work at that time.**
- 6. Should any of the Parties withdraw from this arrangement, such withdrawal shall be considered separate from the Master Electrician and/or FSR Permit Holder role, and**

those roles shall not be negatively impacted by withdrawal of the Electrical Systems Development & Design Specialist role.

- 7. The Electrical Systems Development & Design Specialist will be responsible for all applicable duties outlined in relevant legislation and/or regulations.

- 8. The Electrical Systems Development & Design Specialist will receive a premium of \$1,500.00 every quarter of the calendar year. The premium will be paid on the first pay period after February 1, May 1, August 1 and November 1. This premium will increase at the same percentage rate as other wages on April 1 of each year, starting in the second year of this Agreement (2026), as outlined in 21.2 Wage Rates table.

Signed on this ____ day of _____, 2026.

For the Union

For the Employer
