

COVID-19 PANDEMIC LETTER OF UNDERSTANDING

BETWEEN :

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 869, DISTRICT 11**

(hereinafter referred to as the « **Union** »)

-and-

ROLLS-ROYCE CANADA LTD.

(hereinafter referred to as the « **Employer** »)

(hereinafter collectively referred to as the « **Parties** »)

WHEREAS: We are currently experiencing an unprecedented global pandemic situation caused by the COVID-19 virus;

WHEREAS: The Government of Quebec has ordered a systematic temporary closure of businesses and companies deemed "**non-essential**" until April 13, 2020 inclusively and has been extended until May 4, 2020;

WHEREAS: The "**Employer**" must take the necessary measures in the context of COVID-19 to ensure the health and safety of workers performing work deemed essential by the government within the company;

WHEREAS: The nature of the "**Employer's**" operations and the notion of "**essential**" service within the industry may still result in some necessary activities so that employees must remain available for recall;

WHEREAS: There is a collective agreement in force between the "**Parties**";

WHEREAS: All employees governed by the Collective Agreement are governed by this Agreement, unless otherwise provided or unless exceptions are agreed upon between the "**Parties**";

WHEREAS: If services are defined as "**essential**" within the Company, in accordance with the "**list of essential services and activities**" issued by the Government of Quebec and updated from time to time, or otherwise by written declaration of the Minister, the employees affected by these services will be recalled to work under the usual conditions;

WHEREAS: The "**Employer**" intends to respect as much as possible the instructions and directives issued by the *Quebec Public Health*;

WHEREAS: This temporary situation related to COVID-19 could be prolonged;

IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:

1. The preamble forms an integral part of this "Agreement".
2. This "Agreement" is valid until June 19, 2020 unless a government directive terminates the special measures, which would automatically terminate the "Agreement". Any extension, if any, will be subject to discussion between the Parties.
3. Effective April 26, 2020, all employees covered by the certificate of certification, who are currently at work or who will be recalled to work under the current CBA will have their work schedule temporarily modified as follows:
 - Shift rotations are temporarily suspended.
 - All agreed-upon schedules are suspended except for the schedule of Stationary Enginemen.
 - The work schedule will be set temporarily over 3 shifts:
 - Day : Monday to Friday 6h:00am to 2:30pm
 - Evening : Monday to Friday 3:00pm to 11:00pm
 - Weekend :
 - Saturday from 6:00am to 6:00pm
 - Sunday from 6:00am to 6:00pm
 - Monday from 11:30pm to 5:30am
 - Hours worked 28 ½, hours paid 40
 - Thirty (30) minutes of delay must be respected between shifts.
 - Overtime will be used only when absolutely necessary and the supervisor will inform the Shop Committee.
4. Once all painters and processors have been recalled to work, the Company may recall the temporary employee under Article 15.02 previously assigned as a painter to the Paint Shop.
5. The Employer undertakes to recall the employees currently on layoff, and this, by pure plant seniority, in order to offer the surplus of work in the "painting" and "process" departments. Recalled employees will retain their permanent recall rights in their original occupation (as defined in Article 17.17 of the Collective Agreement).
6. The Prevention Representative and/or the available unionized members of the Health and Safety Committee will continue to participate jointly in the analysis, development and implementation of any health and safety prevention measures related to COVID-19.
7. The Parties acknowledge that they have had sufficient time to discuss this "Agreement" with their respective representatives and understand all its components and implications. They are signing this Agreement with full knowledge of the facts.
8. The Parties acknowledge that this "Agreement" has been entered into between them subject to all reservations and that it may not be interpreted or considered as a precedent in the future.
9. This Agreement constitutes a transaction within the meaning of articles 2631 et seq. of the *Civil Code of Québec*, RLRQ c C-1991.

IN WITNESS WHEREOF, the Parties have signed on the dates mentioned below.

This ____th day of April 2020. This ____th day of April 2020.

ROLLS-ROYCE CANADA LTD.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS LOCAL LODGE 869,
DISTRICT 11

By : _____
Jean-Marc Hébert
Human Resources and
Labour relations Manager
Rolls-Royce Canada Ltd.

By : _____
Hrvoje Golek
Shop Chairman Rolls-Royce Canada
Local Lodge 869, IAMAW

By : _____
François Gentes
Chief of Operations, Component
Repair
Rolls-Royce Canada Ltd.

By : _____
Bradley Phillips
Assistant Shop Chairman Rolls-Royce Canada
Local Lodge 869, IAMAW

By : _____
Stéphane Paré
Business Representative District 11, IAMAW