**RETURN TO WORK PROTOCOL**

 BETWEEN

**Rolls-Royce Canada Workers’ Union – CSN**

hereinafter called the « union »

AND

**Rolls-Royce Canada**

hereinafter called the « employer »

CONSIDERING THAT On 21 March 2020, the collective agreement binding the parties expired;

CONSIDERING THAT The employer exercised its right to lock out at 1:17 p.m. on March 15, 2022, and the union exercised its right to strike at 3:00 p.m. on March 15, 2022, which lockout will end on the date agreed to in the return-to-work protocol;

CONSIDERING THAT The employer and the union have agreed to the working conditions of a new collective agreement and to this protocol;

CONSIDERING THAT it is necessary to specify the modalities of return to work and the transitional modalities of application of certain provisions of the new collective agreement;

# Accordingly, the parties agree as follows:

1. The preamble is an integral part of this Return to Work Protocol.

# The date of resumption of the company’s activities

1. The employer ends the lockout on (date#6) at 11:59 pm (and/or) the union ends the strike on (date#7) at 11:59 pm.

## The new collective agreement comes into force on 22 March 2020 and applies retroactively from 22 March 2020, following its acceptance by the union's members at a general assembly.

## The employer undertakes that all economic activities normally carried out by Rolls-Royce Canada will resume in their entirety on (date #10).

## All employees covered by the certification unit who were employed by Rolls-Royce Canada as of March 15, 2022 and who still have an employment relationship as of XXX are recalled to work. The recall to work shall commence as of (date #11).

# Progressive return to work

## Within one week of being called back to work under this protocol, the employer shall notify employees of its operational requirements in accordance with the terms of the new collective agreement.

## Employees shall return to work in accordance with the collective agreement.

## Employees who are not immediately required to work shall receive a termination statement marked "laid-off" no later than XXX.

## A written report of the daily calls is given, the same day, to the union by e-mail. This report shall indicate the name of the employee contacted, whether he/she has been reached or not, the date and time of the call as well as the day, time and place where the employee must report to work.

## Employees shall report to work in accordance with the working hours provided for in Article 5 of the collective agreement, which shall come into effect on the day the company resumes regular operations.

1. Employees shall have thirty (30) days from the date set out in this Protocol to report to work, except for those who, for sufficient and reasonable reasons, cannot meet this deadline. In this case, the employer shall inform the union of the names of the employees who did not report.

## Employees who are out of the country at the time of signing of this agreement shall have forty-five (45) days from the date of resumption of activities to contact the employer to determine their return-to-work date.

## Employees who at the time of the recall to work are on sick leave, CNESST or other, remain on sick leave.

## Employees on probation at the time of the declaration of the labour dispute shall be deemed to have successfully completed the said period.

# Maintaining of working conditions

## All employees affected by the lockout shall return to the position and duties they held at the time the lockout was initiated.

## The continuous service, seniority and all the rights deriving therefrom and accruing to each employee shall be retained. The continuous service and seniority are accumulated for all employees during the period of the labour dispute, as if the employees had been at work. Furthermore, the work stoppage does not affect the accumulation and payment of benefits provided for in the collective agreement.

## The employer acknowledges that, during the period between March 15, 2022 and the date of return to work, all employees retained all the rights and benefits set out in the collective agreement that expired on March 21, 2020.

# Repayment of unpaid sums of money

## The Employer shall pay to employees within ten (10) days of the signing of this Agreement all sums not yet paid, that is, all paid holidays under the Collective Agreement for the year 2022 such as statutory holidays.

## In addition, the Employer agrees to pay within ten (10) days of the signing of this Agreement to all employees who were employed by Rolls-Royce Canada at the time of the outbreak of the lockout, the corporate bonus as provided for before the outbreak of the lockout.

## Payment of retroactive pay applicable between the expiry of the former collective agreement and the onset of the lockout will be made to all employees employed by Rolls-Royce Canada as of March 20, 2020 with the second pay cheque following the date of the end of the lockout referred to in this Protocol.

## Within ten (10) days of the signing of this Agreement, the Employer shall remit to the Union, if applicable, any unremitted Union dues it may have collected.

## Within thirty (30) days of the signing of the collective agreement, the employer shall pay to the union the sum of $50,000 to settle the grievances listed in the Appendix.

# Annual vacations

## Employees whose holiday was scheduled for dates between March 15, 2022 and the date of return to work may resume their annual holiday at a later date of their choice or receive holiday pay within ten (10) days of the signing of this Protocol.

# Previous disciplinary measures

## Except in the case of grievances settled by agreement at the time of negotiation, all other disciplinary measures active in an employee's file shall be subject to the rules of the collective agreement that expired on March 21, 2020.

# Other matters

## The Employer agrees to remove all cameras that were installed as part of the negotiation process within five (5) days of the signing of this Protocol. The Employer shall provide a detailed report confirming the removal of each camera with a photo.

## The employer agrees to withdraw all management grievances filed since June 1, 2021.

## The employer cancels the disciplinary measure imposed on Frédéric Labelle on June 21, 2022. This measure is removed from Mr. Labelle's file and cannot be invoked against him in any way.

# In addition, the employer shall immediately terminate the investigation of Hrvoje Golek as indicated in the letter of June 27, 2022 and shall not reactivate it in any way thereafter. Consequently, no disciplinary measures may be imposed on Mr. Golek with respect to the subject matter of the investigation.

## The employer cancels the disciplinary measure of Éric Drolet dated November 16, 2021. This measure is removed from Mr. Drolet's file and cannot be invoked against him in any way. In addition, the employer reimburses him for the salary and benefits lost as a result of the disciplinary measure.

## The employer cancels Frédéric Morency's disciplinary measure dated November 7, 2021. This measure is removed from Mr. Morency's file and cannot be invoked against him in any way. Moreover, the employer reimburses him for the salary and benefits lost as a result of the disciplinary measure.

## The employer cancels the disciplinary measures of Bradley Phillips, Hrvoje Golek and Frédéric Labelle dated November 15, 2021. These measures are removed from the file of Mr. Phillips, Mr. Golek and Mr. Labelle and cannot be invoked against them in any way.

## The employer cancels the disciplinary measures of Éric Laforest, James Edgar, Joe Morena and Jean-Daniel Savard as of December 23, 2021. These measures are removed from the files of Mr. Laforest, Mr. Edgar, Mr. Morena and Mr. Savard and may not be invoked against them in any way.

# Collective insurance

## As provided for in Article 27.03 of the collective agreement, the group insurance benefits were to be maintained at 100%. Notwithstanding the foregoing, the employer has suspended the application of the group insurance benefits. As a result, all amounts lost by each employee shall be reimbursed by the employer within five (5) days of receipt by the employer of documents demonstrating proof of such monetary losses.

# Waiver of recourse, renunciation and release

## The Employer, their representatives, directors, shareholders, employees, officers, members, agents, successors, assigns or others and the Union, their representatives, directors and agents waive and desist, within ten (10) days of the signing of this Return to Work Protocol, from all grievances, complaints or any other legal proceedings whatsoever which they have brought before the courts of general jurisdiction or an administrative tribunal, including the Administrative Labour Tribunal, against either party and against any organization with which the Union or its representatives are affiliated in connection with events directly or indirectly related to the lockout, including the following matters:

## (list grievances, judicial or administrative remedies where applicable).

## The parties agree that on the date of return to work, the provisional interlocutory injunction issued in the file bearing number XXX-XX-XXXXXX-XXX of the registry of the Superior Court of the district of (identification) becomes without object. The employer (insert name of plaintiffs) waives its application, undertakes not to apply for renewal of the order, or to institute proceedings in respect of non-compliance with it. The Employer will provide an out-of-court settlement notice to each party paying its costs within ten (10) days of the signing of this Protocol.

## With respect to the contempt proceedings filed by the Employer on (date), the Employer undertakes to seek leave of the Court to discontinue the contempt proceedings within ten (10) days of the signing of this Protocol. The Employer also agrees not to give evidence to the extent that the Crown wishes to continue the proceedings;

## The parties agree that on the date of return to work, the civil suit initiated by (insert name) in the file number XXX-XX-XXXXXX-XXX of the registry of the Superior Court of the district of (identification) is settled. The employer (insert name of plaintiffs) waives further proceedings or otherwise waives the application of the judgment of the (name of judge) dated (date). The Employer will file an out-of-court settlement notice with each party paying its costs within ten (10) days of the signing of this Protocol.

## The Union withdraws the complaint under Article 109.1 of the Labour Code filed on (date) bearing the number CM- number, within ten (10) days of the signing of this Return-to-Work Protocol.

## The union withdraws the complaint under Article 12 of the Labour Code filed on (date) bearing the number CM- number, within ten (10) days of the signing of this return-to-work protocol.

## Employees who would have to report to the Court, for events occurring during the conflict, shall be considered to be on authorized paid absence for the time necessary to attend the Court and for any absence resulting from an award that the Court may impose.

## The employer undertakes to notify directly and as soon as possible the criminal prosecutor in charge of the files of employees who are the subject of criminal charges or investigations of a criminal nature in order to inform him of his lack of interest in pursuing criminal proceedings;

## The employer undertakes to contact the other complainants, including its employees and the agents of XYZ Company, directly and as soon as possible to advise them of its lack of interest in pursuing criminal proceedings, without attempting to influence or dissuade them;

## The employer undertakes to contact directly and as soon as possible the criminal prosecutor in charge of the employees' files in order to advise him of his consent to the relaxation of the conditions issued by the peace officers following their arrest;

## The employer is committed to accommodating employees who are subject to release conditions as a result of an event directly or indirectly related to the settlement of the collective agreement, the return to work protocol or the work stoppage.

## The employer, their representatives, directors, shareholders, employees, officers, members, agents, successors, assigns or others, undertake not to discriminate, sanction, prosecute or discipline any employee or employees because of the pressure tactics, the work stoppage or any other direct or indirect event related to this work stoppage, the negotiation of the collective agreement, the return to work protocol or the role he or she may have played in it and in general all acts or omissions related to this work stoppage or to events that preceded it, if they are related to the renewal of the agreement during the negotiation phase of the collective agreement or the return to work protocol.

## The Employer and the Union waive any action, complaint, claim, grievance, damage, demand or recourse of any nature whatsoever that it may have, could have or might have against the Confédération des syndicats nationaux (CSN), the Fédération (identification) (CSN) and the Conseil central de (identification) (CSN), as well as their respective directors, officers, agents, employees or representatives, in relation to events directly or indirectly related to the settlement of the Collective Agreement, to the return to work protocol or to the work stoppage.

## The Employer and the union release the Confédération des syndicats nationaux (CSN), the Fédération (identification) (CSN) and the Conseil central (identification) (CSN), as well as the Syndicat (identification) (CSN), as well as their respective directors, officers, agents, employees or representatives, from any and all liability, of any nature whatsoever, present, past or future, with respect to the events related directly or indirectly to the settlement of the Collective Agreement, to the return-to-work protocol or to the work stoppage.

## The Employer and the Union undertake to take all steps to ensure that their representatives, directors, shareholders, employees, officers, members, agents, successors, assigns or others, waive and release the Confédération des syndicats nationaux (CSN), the Fédération (identification) (CSN) and the Conseil central (identification) (CSN) and the Syndicat (identification) (CSN), as well as their respective directors, officers, agents, employees or representatives, with respect to any present, past or future obligations of means whatsoever in connection with events directly or indirectly related to the settlement of the collective agreement, the return to work protocol or the work stoppage.

## The Employer, their representatives, directors, shareholders, employees, officers, members, agents, successors, assigns or others and the Union, their representatives, directors and agents waive the right to bring any action, suit, complaint, grievance, injunction or other legal proceeding whatsoever before any court of general jurisdiction or administrative tribunal, including the Administrative Labour Tribunal, against either party and against any organization with which the union or its representatives are affiliated in connection with events directly or indirectly related to the settlement of the collective agreement, the return to work protocol or the work stoppage.

## The employer, their representatives, directors, shareholders, employees, officers, members, agents, successors, assigns or others and the union, their representatives, directors and agents, give each other full and final release from any and all damages, direct, indirect or otherwise, which arise or may arise directly or indirectly from the exercise of the lockout (and/or strike) and from any and all damages arising directly or indirectly out of or in connection with the renewal of the Collective Agreement and the Return to Work Protocol.

# The Exchange of consent

## The Employer and the Union acknowledge that the provisions of this Protocol of Understanding represent their intentions and declare that they are individually and mutually and collectively bound by them and for and on behalf of the persons under their command or whom they represent.

# The arbitration process

## The employer acknowledges that all time limits inherent in the grievance procedure provided for in the agreement have been suspended for the entire period between March 15, 2022 and the return to work, and this for all grievances filed before March 15, 2022.

## This Return to Work Protocol is an integral part of the Collective Agreement and is subject to the grievance and arbitration procedures set out in the Collective Agreement and the Labour Code.

## The parties agree to promptly file with the Ministry of Labour, in accordance with Article 72 of the Labour Code, two certified copies of the original return-to-work protocol.

## This Protocol shall act, inter alia, as a transitional provision and, should any of its provisions conflict with any provision of the Collective Agreement, the provision of the Protocol shall prevail.

**IN WITNESS WHEREOF,** the parties hereto, by their respective representatives, have signed in Montreal,

this \_\_\_\_\_ day of the month of \_\_\_\_\_\_\_\_\_\_\_2022.

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| **Rolls-Royce Canada** |  | Rolls-Royce Canada Workers’ Union - CSN |
| Duly authorised agent |  | Duly authorised agent |
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***APPENDIX OF GRIEVANCES***

**18-048 21-010 22-014**

**19-001 21-011**

**19-009 21-012**

**19-016 21-013**

**19-022 21-014**

**19-027 21-015**

**19-033 21-022**

**19-034 21-024**

**19-036 21-027**

**19-037 21-028**

**19-040 21-029**

**19-044 21-030**

**19-045 21-037**

**19-048 21-038**

**19-050 21-039**

**19-052 21-040**

**20-004 21-041**

**20-014 21-042**

**20-017 21-044**

**20-019 21-045**

**20-027 21-046**

**20-034 21-047**

**20-035 21-048**

**20-036 21-049**

**20-037 21-050**

**20-038 21-051**

**20-042 21-052**

**20-043 21-053**

**20-045 21-056**

**20-046 22-001**

**20-052 22-002**

**20-053 22-003**

**20-055 22-004**

**20-067 22-005**

**20-069 22-007**

**20-071 22-010**

**20-072 22-011**

**21-003 22-012**

**21-007 22-013**