

## RETURN TO WORK PROTOCOL

BETWEEN

**Rolls-Royce Canada Workers Union - CSN**  
hereinafter called the

"**Union**" AND

**Rolls-Royce Canada**

hereinafter referred to as "the **Employer**"

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- WHEREAS on March 21, 2020, the collective agreement between the parties expired;
- WHEREAS on March 15, 2022, the Union and the Employer exercised their right to strike and lockout (the "**Conflict**");
- WHEREAS the Employer and the Union are considering ratifying the terms of a recommendation made and written on August 23, 2022 by Messrs. Mathieu Lebrun and Donald Tremblay, respectively Chief Conciliator and Conciliator designated by the Ministère du Travail, de l'Emploi et de la Solidarité sociale and establishing the terms of a collective agreement binding the parties as of March 22, 2020 (the "**Department of Labor Recommendation**");
- WHEREAS it is necessary to specify the terms of return to work and the transitional terms 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 economic activities**

2. In the event that the members of the Union endorse the Department of Labour Recommendation, the Employer shall terminate the lockout and the Union shall terminate the strike at 11:59 p.m. on the day of the meeting at which the Department of Labour Recommendation is endorsed (the "**Meeting Date**").

3. The new collective agreement comes into effect on March 22, 2020 and its Appendix C applies retroactively from March 22, 2020, following the acceptance of the latter by the members of the union in general assembly.
4. All employees covered by the Certification who were employed by Rolls-Royce Canada as of March 15, 2022, who continue to have an employment relationship and who have not been subject to a layoff notice as of the Meeting Date shall be recalled to work. The recall shall commence on the day following the Meeting Date.
5. It is understood that the Employer will abide by the provisions of Article 17.01.1 (i.e. Union representatives) of the Collective Agreement in connection with the recall.
6. It is further understood that employees who receive notice of termination on or about July 18, 2022 shall continue to have the rights and benefits of the Collective Agreement, including recall rights as defined in Article 17.01.3 and 17.01.4.

#### **Gradual return to work for employees**

7. Employees will be recalled in accordance with the provisions of the new Collective Agreement, as required by the Employer's operational needs. It is understood that employees will be recalled to a schedule consistent with the Collective Agreement, which may be different from the schedule they were working prior to the Dispute.
8. If an employee is not recalled to work within ten (10) days of the Meeting Date, he/she will be issued a termination statement with the notation "laid off" within the time limits provided by law.
9. A written report of the daily calls will be provided to the union via email the same day. This report will include the name of the employee contacted, whether or not the employee was reached, the date and time of the call and the day, time and location of the employee's reporting to work.
10. Employees shall report to work within the time limits set out in section 17.17 of the Collective Agreement in accordance with the work schedules set out in section 5 of the Collective Agreement, which shall be effective on the day the Company resumes regular business operations.
11. Employees who at the time of recall are on sick leave, CNESST or other, remain on sick leave.

#### **Maintenance of working conditions**

12. All recalled employees are returned to the duties they held at the time of at the time of the outbreak of the Conflict.
13. The length of service, seniority and all rights accruing to each employee are retained. The length of service and seniority are accumulated for all employees during the period of

the labor dispute, as if the employees had been at work. In addition, the Dispute does not affect the calculation of vacation pay for future years.

#### **Payment of retroactivity, signing bonus and corporate bonus**

14. Within thirty (30) days of the Meeting Date, the Employer shall pay to employees in an employment relationship with the Employer as of the Meeting Date, all monies to which they may be entitled as "retroactivity" (i.e. due to the retroactive application of Schedule C to the employees' base salary) or as a signing bonus.

In addition, the Employer agrees to pay all employees who were employed by Rolls-Royce Canada at the time of the outbreak of the Dispute, within thirty (30) days of the Meeting Date, the corporate bonus awarded as a result of the company's results in 2021.

15. Within thirty (30) days of the Meeting Date, the Employer shall remit to the Union, if applicable, any unremitted Union dues it may have collected.
16. Within thirty (30) days of the Date of Meeting, the Employer shall pay to the Union the sum of \$40,000 to settle the grievances listed in the Appendix.

#### **The annual vacation**

17. The Employer shall pay employees within thirty (30) days of the signing of this Agreement, all monies related to the 2021-2022 vacation as well as vacation accrued between May 1<sup>st</sup> 2022 and return to work.

Employees who had scheduled vacation time between May 1<sup>st</sup> 2022 and the return to work may, only to the extent provided below, reschedule their vacation time:

- a) The vacation periods that can be rescheduled are only those periods of 4 or 5 consecutive days (excluding the periods included in the temporary shutdown of early August 2022, which cannot be rescheduled) and can only be rescheduled in blocks of 4 or more consecutive days;
- b) Relevant periods may be re-scheduled to be taken between January 1<sup>st</sup>, 2023 and December 31<sup>st</sup>, 2023, with the understanding that they will not be compensated since the allowance will have been paid in September 2022; they shall be re-scheduled within the vacation quotas established by the Employer and, if re-scheduled to be taken between May 1<sup>st</sup>, 2023 and December 31<sup>st</sup>, 2023, after the vacation accrued in 2022-2023 may be scheduled in accordance with the provisions of the Collective Agreement;
- c) Employees will have fifteen (15) days from the date of their return to work to notify the Employer of the weeks they wish to reschedule to be taken prior to April 30, 2023; for those weeks they wish to reschedule to be taken on or after May 1, 2023, the notification and election will be made within the time frames

provided in the Collective Agreement for the election of accrued vacation in 2022-2023.

### **Previous disciplinary actions**

18. Except for grievances settled by negotiation, all other active disciplinary actions on employee files are subject to the rules of the collective agreement that expired on March 21<sup>st</sup>, 2020.

### **Other subjects**

19. The employer agrees to remove all cameras that have been installed as part of the process within five (5) days following the Meeting Date.
20. The employer agrees to withdraw all employer grievances lodged since June 1<sup>st</sup>, 2021.
21. The Employer shall substitute a three (3) month suspension for the disciplinary action imposed on Eric Drolet effective November 16, 2021, with the understanding that only the losses actually suffered by Eric Drolet shall be compensated as a result of the reduction.
22. The employer cancels the disciplinary action of Frederic Morency dated November 7, 2021. This measure is removed from Mr. Morency'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.
23. The employer rescinds the disciplinary action of Bradley Phillips, Hrvoje Golek and Frederic Labelle dated November 15, 2021. These actions are removed from the files of Mr. Phillips, Mr. Golek and Mr. Labelle and shall not be invoked against them in any way.
24. The employer rescinds the disciplinary actions of Eric Laforest, James Edgar, Joe Morena and Jean-Daniel Savard effective December 23, 2021. These measures are removed from the files of Mr. Laforest, Mr. Edgar, Mr. Morena and Mr. Savard and will not be invoked against them in any way.

### **Waiver of Recourse, Release and Indemnity**

25. The Employer, their representatives, directors, shareholders, employees, officers, members, agents, successors, assigns or otherwise and the Union, their representatives, directors and agents waive and desist, in within ten (10) days of the signing of this protocol, all grievances, complaints, or 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, but not limited to, the following matters
  - Interim, interlocutory and permanent injunction proceedings in file number 500-17-120567-220 before the Superior Court of the District of Montreal;

- Proceedings for a conviction for contempt of court in file number 500-17120567-220 with the Clerk of the Superior Court of the District of Montreal;
- Anti-strikebreaker complaint in the file number 1270531- 71-2204 with the Administrative Labor Court, Labor Relations Division;
- Anti-strikebreaker complaint in the file number 1283680- 71-2206 with the Administrative Labor Court, Labor Relations Division;
- Complaint for interference by the employer in the activities of the union in file number 1275502-70-2205 with the Administrative Labour Tribunal, Labour Relations Division;
- Complaint of employer interference in the activities of the union in file number 1285825-71-2207 with the Administrative Labour Tribunal, Labour Relations Division.

Notwithstanding the foregoing and paragraphs 25 to 31 of this protocol, the parties do not waive any rights, remedies, grievances or claims of any nature whatsoever that they may have in connection with any act, action or occurrence between 2:00 a.m. on August 24, 2022 and the termination of the Dispute and they retain all of their rights and remedies in this regard. The Parties further agree that the provisions of paragraphs 24 to 31 of this protocol are subject to specific agreements reached contemporaneously with the conclusion of this protocol and that, in the event that such agreements are not reached, the reservations of law set out in the draft agreements forwarded by the conciliators contemporaneously with the conclusion of this protocol shall constitute reservations of law within the meaning of this protocol, as if set out in full herein;

26. Without limiting the generality of the foregoing, the parties agree that upon the return to work date, the interim interlocutory injunction issued in the file bearing the order number 500-17-120567-220 of the Registry of the Superior Court of the District of Montreal becomes moot. The Employer waives its enforcement, agrees not to seek renewal of the order, nor to institute any proceedings with respect to noncompliance with the order. The Employer shall file an out-of-court settlement notice with each party paying its costs within ten (10) days of the Meeting Date.
27. With respect to the contempt proceedings filed by the Employer on May 24, 2022 and May 27, 2022, the Employer agrees to seek leave of the Court to discontinue the contempt proceedings within ten (10) days of the Date of Meeting. The Employer also agrees not to administer any evidence to the extent that the Crown wishes to continue the proceedings;
28. Also without limiting the generality of the foregoing, the Union withdraws the complaints under Section 109.1 of the Labor Code filed on April 4, 2022 and June 30, 2022 bearing the numbers 1270531-71-2204 and 1283680-71-2206, within ten (10) days of the Meeting Date.

The Union also waives the Labor Code Section 12 complaints filed on May 10, 2022 and July 18, 2022, numbered 1275502-70-2205 and 1285825-71-2207, within ten (10) days of the Meeting Date.

29. The employer, their representatives, directors, shareholders, employees, officers, members, agents, successors, assigns or others, agree not to discriminate, sanction, prosecute or discipline any employee(s) because of the pressure tactics, work stoppage or any other direct or indirect event related to such work stoppage, the negotiation of the Collective Agreement, the Return to Work Protocol or the role he or she may have played therein and in general all acts or omissions related to such work stoppage or to events preceding 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.
30. The Employer and the Union waive any and all actions, complaints, claims, grievances, damages, demands or remedies of any nature whatsoever which it may have, could have or may be having against the Confédération des syndicats nationaux (CSN), the Fédération de l'Industrie Manufacturière (CSN), as well as their respective directors, officers, agents, employees or representatives, with respect to any and all events related directly or indirectly to the settlement of the collective agreement, the return to work protocol or the work stoppage.
31. The employer, their representatives, directors, shareholders, employees, officers, members, agents, successors, assigns or otherwise and the Union, their representatives, directors and agents waive the right to bring any S actions, suits, complaints, grievances, injunctions or other legal proceedings any action in the courts of general jurisdiction or an administrative tribunal, including the Labour Administrative 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.
32. The Employer, their representatives, directors, shareholders, employees, officers, members, agents, successors, assigns or otherwise, 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 from or in connection with the renewal of the Collective Agreement and the Back to Work Protocol.

#### **The exchange of consent**

33. The Employer and the Union acknowledge that the provisions of this Memorandum 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**

34. The employer acknowledges that all time limits inherent in the grievance procedure under the agreement have been suspended for the entire period between March 15<sup>th</sup>, 2022 and the return to work, for all grievances filed prior to March 15<sup>th</sup>, 2022.
35. 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.
36. The parties agree to promptly file with the Department of Labor, pursuant to Section 72 of the *Labor Code*, two true copies of the original Return to Work Protocol.
37. This Memorandum acts as a transitional provision and, should any of its provisions conflict with any provision of the Collective Agreement, the provision of the Memorandum shall prevail.

**IN WITNESS WHEREOF**, the parties hereto, by their respective representatives, have signed at Montreal, this day of August 2022.

[signatures]

Unofficial translation – definitive contractual language to be agreed upon by the parties

## **ANNEX OF GRIEVANCES**

18-001	20-001*	20-055	21-026	21-049
18-048	20-004	20-067	21-027	21-050
19-001	20-013	20-069	21-028	21-051
19-009	20-014	20-071	21-029	21-052
19-014	20-017	20-072	21-030	21-053
19-016	20-019	21-003	21-031	21-054
19-021	20-027	21-004	21-033	21-055
19-022	20-034	21-005	21-034	21-056
19-027	20-035	21-007	21-036	22-001
19-033	20-036	21-010	21-037	22-002
19-034	20-037	21-011	21-038	22-003
19-036	20-038	21-012	21-039	22-004
19-037	20-039	21-013	21-040	22-005
19-038	20-042	21-014	21-041	22-007
19-040	20-043	21-015	21-042	22-009
19-044	20-045	21-019	21-044	22-010
19-045	20-046	21-021	21-045	22-011
19-048	20-049	21-022	21-046	22-012
19-050	20-052	21-023	21-047	
19-052	20-053	21-024	21-048	

\* Withdrawal of the grievance shall also result in the withdrawal by the employer of the application for judicial review filed in connection with the award rendered in respect of the grievance; it shall not affect the award rendered in respect of the grievance.