



COLLECTIVE AGREEMENT NO. 3

between

JAZZ AVIATION LP

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA
(CAW-CANADA)
AND ITS LOCAL 2002**

(TECHNICAL SERVICES)

Effective July 1, 2012 - September 30, 2015

12720 (06)

THIS COLLECTIVE AGREEMENT IS THE PROPERTY OF:

Name: _____

Address: _____

Phone: _____

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Article 1 – Purpose of Agreement and Definitions

- 1.01 The purpose of this Agreement is to set forth the rights of the parties and the rules concerning wages, hours of work and working conditions which will apply between the parties. It is recognized by this Agreement to be the duty of the Company and the employees to co-operate fully so as to provide for the operation of the services of the Company in a manner which will further, to the fullest extent possible, the safety, efficiency and profitability of the operation, and the continuation of employment under reasonable working conditions
- 1.02 The rules set forth herein will take precedence over any conflicting rules, policies or procedures developed by the Company. Where the provisions of this Agreement are at variance with Company regulations, the former will take precedence.
- 1.03 Should any part of this Agreement be rendered invalid by reason of legislation enacted by any Government in Canada, such invalidation of any part of the provisions of this Agreement will not invalidate the remaining portions thereof, and they will remain in full force and effect.
- 1.04 There will be no strikes or lockouts so long as the Agreement continues to be in effect pursuant to Article 21.
- 1.05 **Definitions:**
- 1.05.01 **Agreement** - means the Collective Agreement in effect, including agreed upon amendments or interpretations thereto and covered by letters signed by responsible Company and Union Officers/Representatives.
- 1.05.02 **Base** - means a city served by the Company where employees covered by this Agreement are employed. Current bases are illustrated in Appendix 3.
- 1.05.03 **Classification** - means a classification as described in Article 4.
- 1.05.04 **Company** - means **Jazz Aviation LP** as represented through Officers and Management at various levels.
- 1.05.05 **District** - means a District of the Union as determined from time to time in accordance with its by-laws.
- 1.05.06 **Employee** - means any person in the employ of the Company who is in the bargaining unit covered by this Agreement.
- 1.05.07 **Gender** - the third person masculine gender when used throughout this Agreement will be understood to mean the third person masculine and feminine gender.
- 1.05.08 **Holiday** - means a holiday as provided for in Article 13.
- 1.05.09 **Location** - means a subdivision of a base according to work-site, shop or area as may be mutually agreed between the Company and the Union. Current locations are illustrated in Appendix 3.
- 1.05.10 **Lock-out** - means the closing of a place of employment, a suspension of work or a refusal by the Company to continue to employ a number of employees, done to compel those employees, or to aid another employer to compel their employees to agree to terms or conditions of employment.
- 1.05.11 **Position** - means a subdivision of a classification as described in Article 4.02 and Article 4.06.
- 1.05.12 **Requirements of the Service** - means a situation which calls for immediate action and which could not be reasonably predicted nor preplanned.
- 1.05.13 **Shift** - means a period of time within a day, as described in a shift schedule.

- 1.05.14 **Shift Schedule** - means a projection of all employees' shifts at a location with regard to days worked and days off, including shift starting and terminating times.
- 1.05.15 **Strike** - means (i) a cessation of work, or (ii) a refusal to work, or (iii) a refusal to continue to work, or (iv) an act or omission that is intended to, or does, restrict or limit production or services, by employees in combination, or in concert, or in accordance with a common understanding, for the purpose of compelling the Company to agree to terms or conditions of employment, or of compelling another employer to agree to terms or conditions of employment of their employees, and "to strike" has a similar meaning.
- 1.05.16 **Technical 1** - means the group of employees described under Article 4.02.
- 1.05.17 **Technical 2** - means the group of employees described under Article 4.06.
- 1.05.18 **Union** - means the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada) and its Local 2002.

Article 2 - Union Recognition

- 2.01 The Company recognizes the Union as the sole bargaining agent for the employees as certified by the Canada Industrial Relations Board on April 27, 2001, or as may be subsequently amended by the Board or agreed by the Company and Union. Current classifications are listed in Article 4.
- 2.02 All employees who, on the date of the signing of this Agreement, are Union members in good standing, or who may subsequently become Union members in good standing, will as a condition of employment maintain Union membership. All employees who, as of the effective date of this Agreement, are not Union members will not be required to become members as a condition of employment. All new employees hired as of the date of the signing of this Agreement will, as a condition of employment, become Union members within 30 days from the date of employment and will, as a condition of employment, remain Union members in good standing.
- 2.03 **Sub-Contracting** of work falling within the scope of this Agreement will be governed by the following provisions.
 - 2.03.01 All work presently sub-contracted out specific to a base may continue to be sub-contracted. All work not presently sub-contracted may not be sub-contracted and will be performed by employees except as provided for in Article 2.03.02 and Article 2.03.03. Work which is not presently sub-contracted at a base may not be sent to another base and sub-contracted.
 - 2.03.01.01 When the Company wishes to test the feasibility of having the work performed by covered employees, the Company may elect to have sub-contracted bargaining unit work performed by covered employees for a specified trial period not to exceed six (6) consecutive calendar months, or such longer period of time as mutually agreed between the Company and the Union Bargaining Committee Chairperson, dating from the first day the work begins to be performed by covered employees. Such work may be sub-contracted again at the end of the trial period if the Company decides it is not feasible to have the work performed by covered employees. In order for this provision to apply, the Company must have advised the Union of the trial period in advance, or obtained the Union's agreement to extend the trial period.
 - 2.03.02 If a requirement occurs which may necessitate sub-contracting part or parts of bargaining unit work on a short term basis, the Company will first consider satisfying the work requirements with overtime and/or by offering the work to employees on layoff. Prior to sub-contracting the work the Company will advise the Union Bargaining Committee Chairperson in writing of its intent to, and rationale for, sub-contracting the work, including the reason why it is unable to satisfy the work requirements through overtime or by offering the work to employees on layoff, and will, if requested, meet with the Union to discuss the matter.
 - 2.03.03 An AMO which is performing work for the Company will be restricted to performing only AOG work in its own base/airport and the AMO will not be permitted to repair Company aircraft at any other base/airport, unless either, Company employees cannot be dispatched with-

in two (2) hours of becoming aware of the A.O.G. from the base closest to the A.O.G. or in bases where five (5) or less employees in a Technical 1 classification are employed but are not on duty or are not available for duty and the work is necessary to minimize flight delays and impact to the customer. The Union Bargaining Committee Chairperson will be advised in writing of such occurrences. In addition, if parts are being sent from a Company base to repair the aircraft, an employee will also be sent.

- 2.03.04 No employee will lose their employment in their base or location, or their position in their classification, as a result of sub-contracting of work falling within the scope of this Agreement. It is agreed that a staff reduction will not result from the contracting out of bargaining unit work as permitted by the foregoing except where a staff reduction is required due to the contracting out of bargaining unit work which, in accordance with Article 2.03.01.01, has been contracted out following a trial period. However, such a staff reduction will affect no more employees than the number of employees hired, transferred or recalled from lay-off to perform the work.
- 2.03.05 The Company will meet with the Union Bargaining Committee Chairperson upon request to discuss work which is sub-contracted to determine if it could be performed by employees under the terms of this Agreement.
- 2.04 **Other Company Personnel** - Management and other Company employees outside the bargaining unit will not perform bargaining unit work except in unusual circumstances which arise suddenly and where special assistance is required to avoid abnormal delay to the customer or the operation and also in cases of instruction, emergency, investigation, experimentation and visual inspection and evaluation of damage.

Article 3 - Management's Rights

- 3.01 Management will have the right to direct the affairs of the Company in an efficient and effective manner by the direction of the working force including the right to hire, discipline and discharge for just cause, promote, transfer, relocate and layoff due to lack of work or for other legitimate reasons. These enumeration's will not be deemed to exclude other prerogatives not enumerated, and any of the rights, powers or authority the Company had prior to the signing of the first Agreement, are retained by the Company. Such rights will be exercised in a manner that is fair, reasonable and consistent with the provisions of the Agreement.
- 3.02 It is agreed and understood that nothing in the foregoing will detract from the right of the employee or the Union to initiate a grievance in the manner provided for by this Agreement.

Article 4 - Scope of the Agreement, Classifications and Positions

- 4.01 Work falling within the following classifications will be covered by this Agreement and will, unless otherwise provided for in this Agreement, be performed by employees covered by this Agreement. Nothing in this Article is intended to restrict the ability of an employee to perform the work of another classification as may occasionally be assigned by the Company in accordance with the requirements of the operation and the qualifications of the employee.

4.02 & 4.03 Technical 1 Classifications and Positions:

Each employee with an Aircraft Maintenance Engineer (AME) License, or who is in their apprenticeship towards an AME license, will be assigned to one of the following classifications, according to their trade/license.

- "M" - Mechanical Engineer
- "E" - Avionics Engineer
- "S" - Structure/Sheet Metal/Composite Engineer

Within their classification, each employee will be assigned to one of the following positions according to their qualifications as described below:

- 4.02.01 Apprentice Engineer - Comprises those employees, who have graduated from a full-time program at a recognized training institute, who perform the duties of an Engineer in a learning capacity under the direction of a Licensed Engineer. The Company will recognize Apprentice time spent working in a relevant classification within the airline industry. For the purposes of the foregoing, the Company agrees that it will not recognize distance learning courses or correspondence courses.
- 4.02.02 Non-certifying Engineer - Comprises those employees who are in possession of a current "Aircraft Maintenance Engineer License" but without Aircraft Certification Authority.
- 4.02.03 Certifying Engineer - Comprises those employees who are in possession of a current "Aircraft Maintenance Engineer License" with Aircraft Certification Authority (ACA) for the types of aircraft, power plants, structures, components and avionics upon which they can normally be expected to work and/or certify.
- 4.03 Crew Chief**
- 4.03.01 Comprises those employees who perform the basic functions within their classification. In addition Crew Chiefs are assigned the responsibility to direct and supervise the work force and delegate work to their respective crews. Crew Chiefs are responsible to ensure that the work is being performed to the standards established by the Company in accordance with prescribed maintenance practices.
- 4.03.02 Crew chief to employee ratios will not exceed 12 to 1. Where a base and location has mixed crews with fewer than 12 employees on duty from a specific classification, the Crew Chief will be an M classification employee unless the Company determines otherwise. Where there are a more than four (4) "E" or "S" employees scheduled on a shift the Company will post for a Crew Chief of that classification.
- 4.03.03 Crew Chiefs in the Tech 1 classifications must possess the qualifications of a Certifying Engineer. Crew chiefs will be selected from the most senior employee within the category IAW 12.03.01(b).
- 4.03.04 In the Tech 2 classifications, the crew chief must possess the required qualifications of their respective Technical 2 classifications and will be selected IAW 12.03.01(b).
- 4.03.05 Crew Chiefs are responsible to immediately notify Management of any issues that could affect established production timelines. Additionally Crew Chiefs are responsible to identify employees who require coaching and assist or assign a certifying engineer to be in direct supervision of the individual. The Crew Chief, in consultation with management will determine if overtime is required. The Crew Chief will make the required phone calls.
- 4.03.06 Direct and supervise work may be defined as follows:
- i) Ensure work is being performed to the standards established by the Company in accordance with prescribed maintenance practices.
 - ii) Ensure that a responsible engineer has been assigned to certify all maintenance being performed.
 - iii) Understanding the total work load for the task(s) assigned to that Crew Chief.
 - iv) Organizing the crew in such a way that the required manpower & skill sets are assigned such that the work can be performed in accordance with the standards established by the Company in accordance with prescribed maintenance practices.
 - v) Monitoring the work which has been issued and inform the immediate management of any issues that arise.
 - vi) Communicate with employees and management to determine what level of assistance could be required to complete the task in a reasonable time frame.
 - vii) Ensuring that all technical records and entries have been properly entered and released, by the responsible Engineer.
 - viii) Other duties that reasonably fall within the scope of directing and supervising.

- 4.03.07 Nothing in these provisions is intended to limit management's rights to intervene directly with the workforce, in accordance with Article 3.
- 4.03.08 The Company may also appoint a Crew Chief in a small base in which there is not direct supervision, who will, in addition to the requirements of a Certifying Engineer, be responsible for some base maintenance administration but excluding the discipline or discharge of another employee.
- 4.03.09 **Crew Chief Step Down:**
In addition to the current practice of being allowed to bid out of a Crew Chief position via a posted vacancy in accordance with Article 12, Crew Chief(s) upon completion of two (2) years in the position of Crew Chief will be allowed to bid out of their Crew Chief position to their applicable Position and Classification during the shift bids and will indicate such intent to bid out in writing to the Company prior to actual shift bidding commencing.
- 4.03.10 All Crew Chief vacancies created by Crew Chief bidding out at shift bids will be treated as a vacancy in accordance with Article 12 with the only exception being that they will first be posted within the base where the vacancy was created, and only when not filled locally, will be posted Nationally.
- 4.04.01 Advancement from the Apprentice Engineer position to the Non-certifying Engineer position will be automatic when the apprentice has successfully completed the examinations to qualify for an AME licence.
- 4.04.02 Advancement from the Non-certifying Engineer pay scale to the Certifying Engineer pay scale will be automatic after completing twenty-four (24) months in the Non-certifying Engineer position. Employees who obtain their ACA earlier will be advanced to a Certifying Engineer position when they obtain their ACA.
- 4.04.03 An M Engineer, as defined in Article 4.02, who fails, or refuses to take an offered course will not be advanced to the Certifying Engineer pay scale until such time as the course is successfully completed.
- 4.05.01 Aircraft Certification Authority (ACA) will be granted to all employees who are in possession of a current "Aircraft Maintenance Engineer License" endorsed for the types of aircraft, power plants, structures and avionics upon which they can normally be expected to work and/or certify or who have met the requirements of the Maintenance Control Manual except where the Company, with just cause and in accordance with the provisions of the Maintenance Control Manual conforming with the requirements established by Transport Canada, is unable to grant an ACA. This will only apply after the requirements of Article 4.04.01 have been met.
- 4.05.02 The Company may only remove or suspend an Aircraft Certification Authority (ACA) or endorsement from an employee with just cause where the employee fails to meet the requirements of the ACA or endorsement in accordance with the provisions of the Maintenance Control Manual conforming with requirements established by Transport Canada. An employee whose ACA is removed or is suspended will be placed in the position for which they are qualified and their rate of pay will be the closest lower rate on the applicable scale. Scheduled advancement will continue in accordance with Article 5.02 without interruption.
- 4.05.03 Any refusal to grant an ACA or endorsement or removal or suspension of an ACA or endorsement in accordance with the foregoing will be considered as disciplinary action and the provisions of Article 16 will apply.
- 4.05.04 An employee whose ACA or endorsement is subsequently reinstated will be returned to their previous level on the pay scale.
- 4.05.05 The Company will establish minimum ACA requirements to obtain and hold a position at a non hub base. Employees bidding to a non hub station must possess at least one of the required ACA endorsements and must successfully complete the first available training course(s), for any missing endorsements required at that base, offered IAW article 19.10.

4.06 **Technical 2 Classifications and Positions**

Employees who do not fall under a Technical 1 classification will occupy a position in a classification as determined by the following:

4.06.01 **UPHOLSTERY CLASSIFICATION**

Upholsterer - Comprises those employees who repair and maintain aircraft interiors, signage, seat coverings, curtains, and carry out other related duties as assigned, including the use of industrial sewing equipment.

4.06.02 **STORES CLASSIFICATION**

Storesperson - Comprises those employees who perform stores functions (receiving, shipping, warehousing, stocking, delivery/pickup and issuing parts, tools and supplies, ensuring related paperwork and records are completed), operation of motorized equipment and delivery vehicles, general cleaning of stores work area, and carry out other related duties as assigned.

Complex Receiver Position – Comprises those employees who have acquired and maintain a Complex Receiving (CR) qualification to finalize receiving parts with time constraints, as defined in the Company MCM/MPM.

Crew Chief Position – In addition to the requirements in accordance with Article 4.03 the Crew Chief must possess a Complex Receiving (CR) qualification.

4.06.03 **GROUND EQUIPMENT MAINTENANCE CLASSIFICATION**

Ground Equipment Mechanic - Comprises those employees who have successfully completed the required provincial examinations and have obtained an automotive mechanic license who maintain Company vehicles, aircraft tugging and starting equipment and carry out other related duties as assigned.

Ground Equipment Apprentice - Comprises those employees who have graduated from a full-time program at a recognized trade school who perform the duties of a Ground Equipment Mechanic in a learning capacity under the direction of an Ground Equipment Mechanic.

Ground Equipment Unlicensed Mechanic - Comprises those employees who are unlicensed and not in an apprenticeship program who perform ground equipment maintenance duties under the direction of a Ground Equipment Licensed Mechanic.

4.06.04 **HANGAR MAINTENANCE CLASSIFICATION**

Hangar Attendant - Comprises those employees engaged in general facilities maintenance including janitorial duties and who also work in co-operation with the Company Safety Officer to ensure adequate disposal and handling of waste materials and carry out other related duties as assigned.

4.06.05 **NON-DESTRUCTIVE TESTING CLASSIFICATION**

Non-Destructive Test Technician - Comprises those employees who, on a full time basis, carry out and certify: liquid penetrant, magnetic particle, eddy current and ultrasonic inspections in accordance with CGSB standards and/or the standards specified in the Company MCM/MPM, and who are qualified and hold the appropriate licenses to carry-out and certify such work, including holding the applicable certificates. At locations where equipped, employees will also carry-out and certify radiographic inspections.

4.06.06 **FURNISHINGS CLASSIFICATION**

Furnishings Technician - Comprises those employees involved in maintaining and repairing aircraft interior equipment and appliances and carry out other related duties as assigned.

4.06.07 **SHOP CERTIFICATION AUTHORITY (SCA) TECHNICIAN CLASSIFICATION**

Shop Certification Authority (SCA) Technician – Comprises those employees involved in the overhaul, repair, modification, inspection, testing and certification of aviation components and carry out other related duties as assigned. This classification will only be used in the Calgary Component Shops.

4.07 The following will apply to the introduction of Shop Certification Authority (SCA) Technician classification in accordance with Article 4.06.07 for the Calgary Component Shops:

- a) All Employees in the Technical 2 Shop Technician Classification who are presently part of the Calgary Component Shops as of the date of ratification will be grandfathered and will maintain their normal pay and progression as per their current pay scale.
- b) The Component Shop/Helper Cleaner Classification will be removed.
- c) For the purposes of the Component Shops, ratios will be established for Technical 1 and Technical 2 Shop Technicians to allow for growth in the business.
 - i) For Component Shops growth up to 100 Shop Employees , a 70% Technical 1 to 30% Technical 2 Technician ratio will be maintained.
 - ii) For Component Shops growth from 101-180 Shop Employees, a 30% Technical 1 to 70% Technical 2 Technician ratio will be maintained.
 - iii) Further growth will require mutual agreement between the Company and Union Bargaining Committee via a Letter of Understanding.
- d) Upon the date of ratification, all new hire employees entering the Technical 1 Classifications or Technical 2 Shop Certification Authority (SCA) Classifications in the Calgary Component Shops will be subject to the ratios as outlined in Article 4.07 (c) and applicable pay scales.
 - (i) It is understood that new hire employees may possess an AME license but that this license is not a requirement for entering the Shop Certification Authority (SCA) Technician position.
 - (ii) Subject to maintaining the Technical 1 to Technical 2 Technician ratios, the Company will post vacant positions for the applicable Classifications.
 - (iii) Technical 1 Employees wishing to fill a Shop Certification Authority (SCA) Technician position may do so pursuant to the provisions of Article 12 - Transfers and Filling of Vacancies.
 - (iv) For a period not to exceed ninety (90) days after ratification of the July 1, 2012-September 30, 2015 Collective Agreement; existing Technical 1 Technicians may elect to transfer to the Technical 2 Shop Certification Authority (SCA) Classification and pay scale. An employee, who moves into a Technical 2 Shop Certification Authority (SCA) Classification in accordance with these provisions will, notwithstanding the provisions of Article 10.01, be permitted to carry their classification seniority with them into the Technical 2 classification.

As of the date of transfer, the previously accrued Technical 1 seniority will be considered Technical 2 accrued seniority. Therefore this Technical 2 seniority date cannot be utilized for a future movement back to a Technical 1 position.
- e) Overtime will be equally distributed between Technical 1 and Technical 2 Classifications in the Calgary Component Shops in accordance with Article 7.07.

- 4.08 Notwithstanding the foregoing, and acknowledging that the methods used for accomplishing the work of scope employees might change from time to time, the work performed by scope employees will continue to be scope duties and functions as long as there is a requirement for that work to be done.
- 4.09 The Company and the Union may, by mutual agreement, combine any of the classifications or positions described in this Article 4 or create new classifications or positions. In this event, the Union may open the Agreement for the purpose of negotiating the job description and rates of pay for the affected classification(s) or position(s), unless the change occurs within ninety (90) days prior to the termination of the Agreement, in which case the new job description and rates of pay will become a part of the normal bargaining process.

Article 5 - Rates of Pay, Premiums, Pay Provisions, Time Records

5.01 Wages paid to employees will be based on length of employment and on the work performed in the classifications covered by this Agreement.

5.01.01 Subject to relevant qualifications, the Company may, at its discretion, commence a new employee on the applicable wage scale as follows:

- Non-certifying Engineer - At any level.
- Certifying Engineer - At any level up to and including Scale 5 of the 12 month incremental scale
- All others - At any level except the top level.

5.02 Scheduled advancement from one rate of pay to the next higher rate of pay in the wage scale established for each position will occur upon completion of the period described in each wage scale, except as may be otherwise specifically provided for in this Agreement.

5.02.01 Once an employee is assigned to a pay scale for a position, advancement in pay will be in accordance with the time progression contained in the scale for the position unless:

- (a) the employee fails to take advantage of an endorsement course, relevant to the duties of their position, which is offered by the Company, or,
- (b) the employee fails to successfully complete an endorsement course, relevant to the duties of their position, which is offered by the Company.
- (c) having successfully completed the endorsement course, the employee fails to add the endorsement to their ACA.

Provided that the circumstances described in (a) or (b) did not occur as a result of the employee's absence due to vacation, leave of absence (except personal leave), sick leave, work injury or other bona fide reasons acceptable to the Company.

If the circumstances in (a), (b) or (c) apply, the employee will be held at the level on the pay scale they were at when (a), (b) or (c) occurred until such time as they successfully complete the course they either failed to take advantage of or failed to successfully complete and/or adds the endorsement to their ACA.

In no event will an employee's rate of pay or advancement in pay be affected as a result of the Company not offering an endorsement course.

5.02.02 The foregoing will also apply in the application of Article 19.10.01 (Changes in Equipment, Work Processes or Licensing) if the Company changes the equipment used or operated or changes work processes or if licensing requirements are changed provided such change is relevant to the duties of the employee's position. However, an employee who is at the top rate of pay in their pay scale will be reverted to the next lower rate of pay in their pay scale if the circumstances provided for in Article 5.02.01 apply and that lower rate of pay will be paid until such time as the employee successfully completes the course and adds the endorsement to their ACA.

5.03 When an employee changes classification or progresses to another position, the employee's new rate of pay will be determined by moving the employee to the rate of pay in the new wage scale which is closest to their current rate of pay; however, if the new rate is less than what the employee was receiving, the employee will be advanced to the next higher level of the new scale. Scheduled advancement will continue in accordance with Article 5.02 without interruption.

5.04 The following are the rates of pay for all classifications/positions covered by this Agreement.

Technical 1

Certifying Engineer	Scale	1-Jul-12	1-Jul-13	1-Jul-14
12 month scale	Scale 10	\$ 33.89	\$ 34.57	\$ 35.26
12 month scale	Scale 9	\$ 33.07	\$ 33.73	\$ 34.40
12 month scale	Scale 8	\$ 32.25	\$ 32.90	\$ 33.56
12 month scale	Scale 7	\$ 31.47	\$ 32.10	\$ 32.74
12 month scale	Scale 6	\$ 30.76	\$ 31.38	\$ 32.01
12 month scale	Scale 5	\$ 30.02	\$ 30.62	\$ 31.23
12 month scale	Scale 4	\$ 29.30	\$ 29.89	\$ 30.49
12 month scale	Scale 3	\$ 28.57	\$ 29.14	\$ 29.72
12 month scale	Scale 2	\$ 26.87	\$ 27.40	\$ 27.95
12 month scale	Scale 1	\$ 25.74	\$ 26.26	\$ 26.78

Non-Certifying Engineer	Scale	1-Jul-12	1-Jul-13	1-Jul-14
24+ Months	Scale 4	\$ 26.24	\$ 26.77	\$ 27.30
12-24 Months	Scale 3	\$ 23.34	\$ 23.80	\$ 24.28
6-12 Months	Scale 2	\$ 22.23	\$ 22.67	\$ 23.12
0-6 Months	Scale 1	\$ 20.58	\$ 21.00	\$ 21.42

Apprentice Engineer	Scale	1-Jul-12	1-Jul-13	1-Jul-14
24+ Months	Scale 5	\$ 19.37	\$ 19.76	\$ 20.15
18-24 Months Scale 4	Scale 4	\$ 18.75	\$ 19.12	\$ 19.51
12-18 Months Scale 3	Scale 3	\$ 17.80	\$ 18.15	\$ 18.52
6-12 Months Scale 2	Scale 2	\$ 17.02	\$ 17.36	\$ 17.71
0-6 Months Scale 1	Scale 1	\$ 15.57	\$ 15.88	\$ 16.19

Technical 2

Upholsterer	Scale	1-Jul-12	1-Jul-13	1-Jul-14
84+ Months	Scale 9	\$ 22.10	\$ 22.55	\$ 23.00
72 - 84 Months	Scale 8	\$ 21.26	\$ 21.68	\$ 22.12
60-72 Months	Scale 7	\$ 20.41	\$ 20.82	\$ 21.23
48-60 Months	Scale 6	\$ 20.15	\$ 20.55	\$ 20.96
36-48 Months	Scale 5	\$ 19.39	\$ 19.78	\$ 20.17
24-36 Months	Scale 4	\$ 18.64	\$ 19.01	\$ 19.39
12-24 Months	Scale 3	\$ 17.88	\$ 18.24	\$ 18.60
6-12 Months	Scale 2	\$ 17.13	\$ 17.47	\$ 17.82
0-6 Months	Scale 1	\$ 16.38	\$ 16.71	\$ 17.04

Storeperson	Scale	1-Jul-12	1-Jul-13	1-Jul-14
72+ Months	Scale 8	\$ 19.51	\$ 19.90	\$ 20.30
60-72 Months	Scale 7	\$ 18.19	\$ 18.55	\$ 18.92
48-60 Months	Scale 6	\$ 17.84	\$ 18.20	\$ 18.56
36-48 Months	Scale 5	\$ 16.63	\$ 16.96	\$ 17.30
24-36 Months	Scale 4	\$ 14.76	\$ 15.05	\$ 15.36
12-24 Months	Scale 3	\$ 14.27	\$ 14.56	\$ 14.85
6-12 Months	Scale 2	\$ 12.79	\$ 13.05	\$ 13.31
0-6 Months	Scale 1	\$ 11.77	\$ 12.01	\$ 12.25

GSE Mech	Scale	1-Jul-12	1-Jul-13	1-Jul-14
72+ Months	Scale 8	\$ 25.68	\$ 26.20	\$ 26.72
60-72 Months	Scale 7	\$ 24.08	\$ 24.56	\$ 25.06
48-60 Months	Scale 6	\$ 23.36	\$ 23.83	\$ 24.30
36-48 Months	Scale 5	\$ 21.93	\$ 22.37	\$ 22.82
24-36 Months	Scale 4	\$ 20.49	\$ 20.90	\$ 21.32
12-24 Months	Scale 3	\$ 19.04	\$ 19.42	\$ 19.81
6-12 Months	Scale 2	\$ 17.79	\$ 18.14	\$ 18.51
0-6 Months	Scale 1	\$ 17.11	\$ 17.45	\$ 17.80

GSE Apprentice	Scale	1-Jul-12	1-Jul-13	1-Jul-14
72+ Months	Scale 8	\$ 16.81	\$ 17.15	\$ 17.49
60-72 Months	Scale 7	\$ 15.97	\$ 16.29	\$ 16.62
48-60 Months	Scale 6	\$ 15.38	\$ 15.69	\$ 16.00
36-48 Months	Scale 5	\$ 14.65	\$ 14.94	\$ 15.24
24-36 Months	Scale 4	\$ 13.31	\$ 13.58	\$ 13.85
12-24 Months	Scale 3	\$ 12.94	\$ 13.20	\$ 13.47
6-12 Months	Scale 2	\$ 12.62	\$ 12.87	\$ 13.13
0-6 Months	Scale 1	\$ 12.25	\$ 12.50	\$ 12.75

GSE unlicensed Mech	Scale	1-Jul-12	1-Jul-13	1-Jul-14
72+ Months	Scale 8	\$ 22.10	\$ 22.55	\$ 23.00
60-72 Months	Scale 7	\$ 20.71	\$ 21.12	\$ 21.54
48-60 Months	Scale 6	\$ 20.15	\$ 20.55	\$ 20.96
36-48 Months	Scale 5	\$ 18.90	\$ 19.28	\$ 19.66
24-36 Months	Scale 4	\$ 17.65	\$ 18.00	\$ 18.36
12-24 Months	Scale 3	\$ 16.40	\$ 16.73	\$ 17.06
6-12 Months	Scale 2	\$ 15.32	\$ 15.63	\$ 15.94
0-6 Months	Scale 1	\$ 14.74	\$ 15.03	\$ 15.33

Shop Certification Authority Technician (SCA)	Scale	1-Jul-12	1-Jul-13	1-Jul-14
72+ Months	Scale 8	\$ 22.10	\$ 22.55	\$ 23.00
60-72 Months	Scale 7	\$ 20.71	\$ 21.12	\$ 21.54
48-60 Months	Scale 6	\$ 20.15	\$ 20.55	\$ 20.96
36-48 Months	Scale 5	\$ 18.90	\$ 19.28	\$ 19.66
24-36 Months	Scale 4	\$ 17.65	\$ 18.00	\$ 18.36
12-24 Months	Scale 3	\$ 16.40	\$ 16.73	\$ 17.06
6-12 Months	Scale 2	\$ 15.32	\$ 15.63	\$ 15.94
0-6 Months	Scale 1	\$ 14.74	\$ 15.03	\$ 15.33

NDT Tech	Scale	1-Jul-12	1-Jul-13	1-Jul-14
72+ Months	Scale 8	\$ 31.47	\$ 32.10	\$ 32.74
60-72 Months	Scale 7	\$ 29.55	\$ 30.14	\$ 30.74
48-60 Months	Scale 6	\$ 28.57	\$ 29.14	\$ 29.72
36-48 Months	Scale 5	\$ 26.87	\$ 27.40	\$ 27.95
24-36 Months	Scale 4	\$ 25.74	\$ 26.26	\$ 26.78
12-24 Months	Scale 3	\$ 24.25	\$ 24.73	\$ 25.22
6-12 Months	Scale 2	\$ 23.11	\$ 23.58	\$ 24.05
0-6 Months	Scale 1	\$ 22.00	\$ 22.44	\$ 22.89

Furnishings	Scale	1-Jul-12	1-Jul-13	1-Jul-14
72+ Months	Scale 8	\$ 25.68	\$ 26.20	\$ 26.72
60-72 Months	Scale 7	\$ 24.08	\$ 24.56	\$ 25.06
48-60 Months	Scale 6	\$ 23.36	\$ 23.83	\$ 24.30
36-48 Months	Scale 5	\$ 21.93	\$ 22.37	\$ 22.82
24-36 Months	Scale 4	\$ 20.49	\$ 20.90	\$ 21.32
12-24 Months	Scale 3	\$ 19.04	\$ 19.42	\$ 19.81
6-12 Months	Scale 2	\$ 17.79	\$ 18.14	\$ 18.51
0-6 Months	Scale 1	\$ 17.11	\$ 17.45	\$ 17.80

Hangar Attendant	Scale	1-Jul-12	1-Jul-13	1-Jul-14
72+ Months	Scale 8	\$ 18.67	\$ 19.04	\$ 19.42
60-72 Months	Scale 7	\$ 17.27	\$ 17.61	\$ 17.97
48-60 Months	Scale 6	\$ 17.04	\$ 17.39	\$ 17.73
36-48 Months	Scale 5	\$ 15.80	\$ 16.12	\$ 16.44
24-36 Months	Scale 4	\$ 14.58	\$ 14.87	\$ 15.16
12-24 Months	Scale 3	\$ 13.34	\$ 13.61	\$ 13.88
6-12 Months	Scale 2	\$ 12.11	\$ 12.35	\$ 12.60
0-6 Months	Scale 1	\$ 10.86	\$ 11.08	\$ 11.30

5.05 Premiums

5.05.01 Crew Chief Premium:

Technical 1 - Employees filling a Crew Chief position in Technical 1 will be paid an hourly premium of two dollar and seventy-five cents (\$2.75) per hour and any other applicable premiums in addition to their basic pay. In the event there are other employees in the location below the position of Crew Chief who are on a higher basic rate of pay than the employee in

the Crew Chief position, the Crew Chief will then receive a premium which is equal to the two dollar and seventy-five cents (\$2.75) per hour plus the difference between their hourly rate and the highest hourly rate that is being paid in that location.

Technical 2 - Employees filling a Crew Chief position in Technical 2 will be paid an hourly premium equal to two dollar and seventy-five cents (\$2.75) and any other applicable premiums in addition to their basic pay. In the event there are other employees in the location below the position of Crew Chief who are on a higher basic rate of pay than the employee in the Crew Chief position, the Crew Chief will then receive a premium which is equal to the two dollar and seventy-five cents (\$2.75) hourly premium plus the difference between their hourly rate and the highest hourly rate that is being paid in that location.

Note: The Crew Chief premium will be paid to Engineers working at the Toronto Island location, including employees on relief assignments who are replacing an employee who is receiving the premium.

5.05.02 Crew Chief premiums will be included in the calculation of an employee's regular pay or regular rate of pay under this Agreement for those employees holding permanent positions. Employees assigned temporarily to these positions pursuant to the provisions of Article 8 will be paid the premium only for the number of hours they are so assigned.

5.05.03 **Complex Receiving Premium**

A premium of \$0.75 for all hours worked will be paid to all employees holding a complex receiving position.

Complex receiving premiums will be included in the calculation of an Employee's regular rate of pay in accordance with Article 5.04 for those employees holding a CR position based on successfully acquiring a CR designated shift line in accordance with the annual shift bid. Employees assigned temporarily to these positions will be paid the premium for the entire shift length regardless of the hours they are so assigned by the Company.

Any Crew Chief who is qualified shall receive the CR premium as specified above.

5.05.04 **NDT Level II Premiums**

A premium of \$0.75 per hour will be paid for each eligible NDT License held by all employees filling one of the positions established by the company. Eligible NDT licenses can be either Level 2 or Level 3, and must be in one or more of the following inspection methods: Liquid Penetrant , Magnetic Particle, Eddy Current, Ultrasonic and Radiographic- aircraft).

5.05.05 **Technical Premium**

All Technical 1 and Technical 2 employees will receive a \$1.50 per hour premium for all hours worked.

5.06 **Pay Provisions**

5.06.01 Employees will be paid on a semi-monthly basis.

5.06.02 Recovery of pay errors will be limited to those errors which occurred during the twelve (12) calendar month period immediately preceding the discovery of the error.

5.06.03 When the error requires a payment by the employee, equal deductions will be made on each pay cheque over a six month period and, except for the residual balance, each deduction will not be less than ten dollars (\$10.00) or such larger amount as requested by the employee. In the event the employee's service with the Company is terminated, all monies due to the Company will be deducted from the final pay cheque.

- 5.06.03.01 Prior to any debits being initiated by the Company, the employee will be advised, in writing, of the error, the number of deductions to be made, the amount of each deduction and when the deductions will commence.
- 5.06.04 When an error involves an underpayment to an employee in the amount of one hundred dollars (\$100.00) or more, the Company will make restitution within three (3) working days following the receipt of notice and verification of the underpayment. If the underpayment is less than one hundred dollars (\$100.00), such error will be rectified and paid to the employee on the next regular pay following verification. Verification will be completed as quickly as possible but within three (3) business days of the employee reporting the error.
- If an employee does not receive their pay within two (2) days of the pay day due to a fault in the Company's payroll system, the Company will make emergency funds available to the employee on request.
- 5.06.05 Each pay date employees will be provided with a pay statement clearly identifying all credits/debits made, Stat & Cash Bank withdrawals, Stat & Cash Bank balance and vacation balance. Other relevant information will be included as the system is developed.
- 5.07 Pay and Time Records - Accurate time records will be maintained for each employee which will be made available on request to the employee. Accurate pay records will also be maintained for each employee and will be made available on request to the employee and to a Union Officer when authorized by the employee in writing.

Article 6 - Hours of Work

- 6.01 The work day for employees will be determined by the hours of work schedule outlined in Article 6.02.
- 6.02 The working week will average forty (40) hours which will be accomplished by various schedules, as follows:

Table 1 – Hours Paid/Worked and on Shift table

Schedule	Hours paid	Hours Worked/Hours on Shift		
		Day Shift	Afternoon Shift	Night Shift
5 days on 2 days off	8	8.0/8.5	8.0/8.5	N/A
4 days on 3 days off	10	10/10.5	9.6/10.1	N/A
5 days on 4 days off	10.3	10.3/10.8	9.9/10.4	N/A
3 days on 3 days off	11.4	11.4/12.0	10.9/11.5	N/A
4 days on 4 days off	11.4	11.4/12.0	10.9/11.5	10.4/11.0
5 days on 5 days off	11.4	11.4/12.0	10.9/11.5	10.4/11.0
7 days on 7 days off	11.4	11.4/12.0	10.9/11.5	10.4/11.0

Table 2 – Shift differential Credits

Schedule	Paid Shift	Shift Differential Credit		
		Day Shift	Afternoon Shift	Night Shift
5 days on 2 days off	8	0.0	0.0	N/A
4 days on 3 days off	10	0.0	0.4	N/A
5 days on 4 days off	10.3	0.0	0.4	N/A
3 days on 3 days off	11.4	0.0	0.5	N/A
4 days on 4 days off	11.4	0.0	0.5	1.0
5 days on 5 days off	11.4	0.0	0.5	1.0
7 days on 7 days off	11.4	0.0	0.5	1.0

- 6.02.01 Where it is mutually agreed between the Company and Union District Chairperson that the work schedules as provided for under Article 6.02 are not practical or desirable, the schedule may be varied. Any such variation will be detailed in a letter and can be cancelled by the Company or the Union at any time.
- 6.02.02 **Voluntary Reduced Work Week Schedules** - Where requirements permit, reduced work week schedules involving less than the forty (40) hours per week average may be developed by mutual agreement between the Company and the Union District Chairperson. Agreements on reduced work week schedules will be detailed in a letter setting out the specifics of the schedule and its duration. Such agreements will be subject to cancellation by the Company or the Union at any time with forty-five (45) calendar days advance notice. Assignment of an employee to a reduced work week schedule will be on a voluntary bid basis and no employee will be forced to work a reduced work week schedule.
- 6.03 **Shift Definitions:**
- Day Shift** - will be any shift which starts on or after 0600 hours but before 1200 hours.
- Afternoon Shift** - will be any shift which starts on or after 1200 hours but before 1900 hours. On the 5x2, 4x3, 5x4 and 3x3 shifts in accordance with Article 6.02 Table 1, the afternoon shift will not run for four (4) or more consecutive hours between midnight and 5AM.
- Night Shift** - will be any shift which starts on or after 1900 hours but before 0600 hours.
- 6.04 **Shift Schedules** - will be developed in accordance with the following:
- 6.04.01 At each location the Company will determine the staff requirements for each Classification and position and will review those requirements and the proposed schedule with the Union District Chairperson.
- 6.04.02 Discussions relative to shift schedules will commence no later than thirty (30) calendar days prior to any change being implemented unless there is mutual agreement between the Company and the Union District Chairperson.
- 6.04.03 Shift schedules will be posted at least fourteen (14) calendar days, or shorter period by mutual agreement between the Company and the Union District Chairperson, prior to implementation and will continue in effect until a change is requested by the Company or the Union District Chairperson in which case the procedures described in Articles 6.04.01 and 6.04.02 will be followed.
- 6.04.04 Shift Schedules will meet the staff requirements and any difference between the established staff requirements and staff availability will be resolved so that shift schedules may be developed. All shift schedules will conform to the requirements of Article 6.02.
- 6.04.05 Unless otherwise agreed between the Union District Chairperson and Company in a location, between September 1 and no later than September 15 each year all shift schedules will be opened for seniority bid in each location. There will be a minimum of fourteen (14) days for employees to view the shift schedule prior to bidding commencing. Each position will bid separately. Shift schedules resulting from these bids will be posted as soon as possible following the end of the bid period, but prior to the vacation selection period, and will be effective January 1 of the following year. The provisions of Article 6.05 will not apply however, employees will not be credited for time gained or debited for time lost as a result of a change to their shift schedule. Adjustments to an individual employee's schedule resulting from a bid will be handled through a transition period designed to ensure there is a minimal loss or gain in hours. Such adjustments will be made only following consultation with the Union District Chairperson.
- 6.05 **Change of Shift or Days On and Days Off**
- 6.05.01 The provisions of this Article 6.05 are intended to be used solely to cover the scheduled or

unscheduled absence of employees within the scope of the Agreement and in the base due to, sick leave, maternity leave, child care leave, compassionate leave, bereavement leave and time off for Union Business. In addition, an employee's scheduled shift(s) or scheduled shift(s) starting time or scheduled day(s) on/day(s) off may be altered to meet training requirements, including the training of another employee or the Requirements of Service as defined in 1.05.12. These provisions will only be used when the change is for a minimum of three (3) workdays, otherwise it will be considered overtime and will be handled as such.

6.05.02 Where more than one employee is available to provide the necessary coverage, the assignment will be offered in order of classification seniority. If there are insufficient volunteers it will be assigned in inverse order of classification seniority amongst the available employees.

When various training dates are available for required training, employees will be allowed their choice of dates in order of seniority subject to operational requirements.

6.05.03 Employees will be provided with as much personal notice as possible but no less than three (3) clear calendar days notice for a change of shift and no less than seven (7) clear calendar days notice of a change of days off.

These minimum notice periods may be reduced with the agreement of the employee affected if there are no other employees available or willing to accept overtime. Employees will not be penalized for refusing to work a revised schedule when the required minimum notice is not provided.

Where the employee agrees to accept less than the required minimum notice they will be paid at a minimum of time and one-half times (1½X) for all hours worked during the minimum notice period.

6.05.04 Employees who have their schedule changed under this Article 6.05 with the result that they work on a scheduled day off will be granted one (1) day off for each such day worked to be taken at a time mutually agreeable to the Company and the employee but in any case within thirty (30) calendar days of the day worked and in conjunction with scheduled days off.

6.05.05 When an employee changes their shift schedule, location, base, or classification under the provisions of Article 10 or Article 12, the Company may change that employee's shifts or days off. The minimum notice periods provided for in Article 6.05.03 will apply and the employee will be provided with detailed orders in writing, copies to the Union District Chairperson.

6.05.06 a) If mutually agreed between the Company and the District Chairperson a vacation relief position may be included in the staff requirements in a base. It is agreed that, any time vacation or other relief is required, the employee in the vacation relief position may, subject to the necessary notice required under Article 6.05.03, be used to cover time off requests made pursuant to Article 14.06.

b) The vacation relief position posted on the schedule will be up for seniority bid during the annual shift bid in accordance with article 6.04.05.

c) Once the vacation or other relief assignment has been committed to it can not be cancelled unless mutually agreed between the Company and the employee.

6.06 Shift and Shift Schedule Changes

6.06.01 No employee will be adversely affected as to pay and/or days off when shift or shift schedule changes are initiated by the Company. The Company will compute such effect for the period of time the employee was working on the shift schedule and the employee will be credited at the rate of one and one-half times (1½X) for all time gained by which their scheduled hours exceeded the standard work week. The computation will cover the period between any changes.

6.07 Meal Periods

- 6.07.01 Meal periods are determined by the difference between Hours on Shift and Hours Worked in Table 1 of Article 6.02.
- 6.07.02 One (1) meal period will be scheduled in each shift within one and one-half (1½) hours on either side of the midpoint of each shift unless otherwise arranged according to the wishes of the majority of the employees involved.
- 6.07.03 It is recognized that occasionally due to the requirements of the service, the employee will be unable to take the meal period at the scheduled time. In such cases the meal period will be taken at a time available during the period provided for in Article 6.07.02. If this is not possible, the employee may elect to take the meal period at some other time during the balance of the shift agreeable to the Company or forego the meal period and claim an overtime credit in lieu thereof.
- 6.07.04 An employee who works more than two (2) hours overtime prior to or after their shift will be provided with an additional meal period and will receive the lunch meal allowance provided for in Article 19.06.02 supported by an expense claim. An additional meal period and allowance will be granted for each additional four (4) hours worked. Such meal periods will be unpaid.
- 6.07.05 Employees who report to work overtime will be provided with a meal period. Employees who work more than eleven (11) hours on overtime will be provided with an additional meal period and will receive the lunch meal allowance provided for in Article 19.06.02 supported by an expense claim. Such meal periods will be unpaid.
- 6.07.06 An employee who is unable to take a meal period granted under the provisions of Article 6.07.04 or 6.07.05 will be credited with thirty (30) minutes at the applicable overtime rate.

6.08 Rest Periods

- 6.08.01 Rest periods will be paid and will be of fifteen (15) minutes duration to be taken on Company time away from the job.
- 6.08.02 Two (2) rest periods will be scheduled in each shift. A rest period will be scheduled in each half of that shift but not in conjunction with the meal period nor the start or termination of a shift and it will be scheduled in such a manner as to provide the benefits for which it is intended.
- 6.08.03 In the event that an employee is unable to take a rest period at the scheduled time, due to the requirements of the service the employee will notify the Supervisor or the Crew Chief to arrange for an appropriate time in which the rest period will be taken at a time available during the hour following the originally scheduled commencement. If this is not possible, the employee may elect to have the rest period rescheduled at some other time during the balance of the shift agreeable to the Company or forego the rest period and claim an overtime credit in lieu thereof.
- 6.08.04 Employees who work overtime will be granted a rest period in each overtime period of two (2) to four (4) hours. Employees who report to work overtime which is not consecutive with their shift will be granted a rest period in each overtime period of up to four (4) hours and in each subsequent period of two (2) to four (4) hours.
- 6.08.05 An employee who is unable to take any rest period granted in accordance with Article 6.08.03 or 6.08.04 will be credited in the amount of the rest period at the applicable overtime rate.
- 6.09 **Off Duty Period** - All scheduled shifts for an employee will contain periods of not less than nine (9) consecutive hours off duty between the termination of one shift and the start of the next shift. Where an employee works sixteen (16) or more hours, the off duty period will be not less than eleven (11) consecutive hours.

- 6.09.01 If an employee does not have the minimum hours off duty prior to the start of their overtime or scheduled shift, either they will choose not to report for duty until the minimum hours off duty have elapsed (without time debit) or they will, at the request of the Company, report for overtime on their scheduled shift and be credited with one and one-half time (1 ½ X), plus regular pay for those hours by which their off duty time is less than the minimum.
- 6.09.02 The provisions of Article 6.09 will not apply in situations which occur as a result of a shift trade.
- 6.09.03 When on an out of base assignment, if an employee is requested by management to resume duty before their off duty period is complete, the employee will be considered to have been on continuous duty until such time as they have commenced the subsequent off duty period. However, the employee has the right to decline the request and complete the remainder of their off duty period.
- 6.09.04 If requested by the employee, the Company will provide transportation to the place the employee normally resides during their scheduled shift and return for any employee working eighteen (18) or more consecutive hours.
- 6.10 **Shift Trades** - Employees will have the right to trade shifts and days off or to arrange for another employee to work their shift or part of their shift when arranged in written form and approved by Management. Shift trades are subject to the following conditions.
 - 6.10.01 The employee covering the shift must be qualified to perform the work. However, the Company will permit a Crew Chief to shift trade with a non Crew Chief employee provided both employees are in the same classification. If this occurs the Crew Chief will not be eligible for the Crew Chief premium.
 - 6.10.02 All time credits for the scheduled duration of the shift will be credited to the employee originally scheduled to work the shift.
 - 6.10.03 All premiums will be credited to the employee who actually works.
 - 6.10.04 Holiday credits applicable to the shift will be credited to the employee who actually works. The employee originally scheduled to work the shift will receive the holiday credits applicable to a day off.
 - 6.10.05 All overtime credits will be credited to the employee who actually works the overtime.
 - 6.10.06 All time debits will be deducted from the employee who has agreed to work the shift.
 - 6.10.07 Sick leave provisions will apply to the employee who has agreed to work the shift.
 - 6.10.08 Employees will record cancellation of shift trades in advance.
 - 6.10.09 The Company and Union recognize that an employee's ability to trade shifts with other employees is acceptable but it is not intended to allow employees to be absent from the workplace for extended periods of time nor to take alternate employment.

Article 7 - Overtime

- 7.01 All time worked by an employee outside of their scheduled shift will be considered overtime.

7.02 Continuation Of Shift

Overtime work will be done on a voluntary basis and will be authorized by management personnel. Employees may be requested to remain beyond their regular shift for up to four (4) hours in order to complete the job they were working on, or to inform others of the status of the job being performed.

- 7.03 Hours worked by an employee consecutive with the scheduled shift will be credited at one and one-half times (1 ½ x) up to a combined total (scheduled shift + overtime) of twelve (12) hours. Thereafter overtime hours be credited at double time (2X). Overtime of three (3) or more hours prior to and consecutive with the start of a shift will be credited for a minimum of four (4) hours at the applicable overtime rate.
- 7.04 Overtime of any length, which is not consecutive with the employee's shift, will be credited with a minimum of four (4) hours at the applicable overtime rate. An employee who works on any scheduled day off will be credited at one and one-half times (1 ½ x) the hours worked with a minimum credit of four (4) hours at the overtime rate. Work in excess of eight (8) hours on a regularly scheduled day off will be credited at double time (2X).
- 7.05 moved to Article 13.
- 7.06 Overtime prior to or following and in conjunction with a scheduled shift will first be offered to employees on duty in order of classification seniority. Overtime will be subject to qualifications, safety considerations and continuity of operations.
- 7.07 Overtime which is not filled according to Article 7.06 will be distributed as equitably as possible among the employees who normally perform the work.

Employees will indicate their availability for overtime and the most senior employee qualified to do the work with the least amount of overtime hours who has indicated their availability will be the first offered the overtime with subsequent offers being made to other employees on the same basis. Employees will be called for overtime as per the applicable list and (except for AOG or short notice immediate requirements) there will be a one (1) hour wait for a reply when a message is left.

The Company will keep posted up to date records of all overtime work for the purpose of equal distribution on a monthly basis. All employees will have their overtime equalization hours reset to zero on April 1st and October 1st. notwithstanding these provisions, the Company and Union District Chairperson may mutually agree on a different system for the distribution of overtime for a particular base or location.

- 7.08 A Cash Bank will be established for each employee as defined in Article 14.01. All overtime will be paid to the employee's Cash Bank.

Article 8 - Relief and Special Assignments

- 8.01 Selection of employees for relief and special assignments will be on the basis of the most senior volunteer available in the appropriate classification from the base(s)/location(s) as selected by the Company, subject to the following, providing the employee meets the requirements/qualifications required for the relief or special assignment. For relief/special assignments under Article 8.03.01 or 8.03.02 which are fourteen (14) days or longer, the Union Bargaining Committee Chairperson will be advised, in writing or by e-mail and in advance where possible, including the details of the assignment.
- 8.02 **Relief Assignments** - Employees may be offered assignments to replace another employee in accordance with the following:
 - 8.02.01 **Crew Chief** - An employee who is assigned, temporarily, to relief duties as a Crew Chief, or to perform the duties of a Crew Chief during periods when a Crew Chief is not scheduled to work, will be paid the premium provided for in Article 5.05.01. Selection will be made from those employees the Crew Chief normally supervises.
 - 8.02.02 **Out of Base** - An employee who accepts a relief assignment outside their regular base will receive expenses and allowances as described in Article 19.06. Travel to and from the assignment will be in accordance with Article 8.04. Assignments will normally be offered first within the support base closest to the base in which the relief opportunity will occur. Further, the offer of the assignment may first be to employees on normally scheduled days off, by seniority.

- 8.03 **Special Assignments** - Employees may be offered assignments which are not relief assignments in accordance with the following:
- 8.03.01 **Charter Flights** - Employees who accept an assignment to a charter flight will receive expenses and allowances as described in Article 19.06. Travel to and from and during the assignment will be in accordance with Article 8.04. Assignments will be offered first within the base from which the flight crew is being drawn or from which the charter flight is departing.
- 8.03.02 **Out of Base** - Employees who accept an assignment outside their regular base will receive expenses and allowances as described in Article 19.06. Travel to and from the assignment will be in accordance with Article 8.04. In addition, should the assignment be to a location where no employee covered by this Agreement is employed, and where there is a minimum of four (4) weeks advance notice, the opportunity will be offered system-wide. Where there is less notice, the assignment will be offered from the base/location selected by the Company. Further, the offer of the assignment may first be to employees on normally scheduled days off, by seniority.
- 8.03.03 **Out of Base - AOG Assignments** - When the assignment involves an AOG situation, the following provisions will apply in addition to the provisions of Article 8.03.02:
- (a) The Company will determine the base/location from which the employee(s) will be drawn. Selection will be on the basis of the most senior employee in the required classification who is on shift. However, in those stations where bargaining unit employees reside, but where the station is not a technical Services base staffed with Bargaining Unit members, the Company may utilize said employees on their normally scheduled days off to investigate and perform Releases/Deferrals to aircraft broken at that station. Further, should parts be required to be sent then the individual can continue to work the aircraft until parts and relief arrive.
 - (b) The Company will retain a supply of petty cash in the major bases. At the request of the employee, and subject to availability, employees will be provided with a \$75.00 cash advance prior to leaving their base. When travel is outside Canada, the cash advance will be provided in US currency. Employees will be required to reconcile the advance within fourteen (14) days of return from the assignment.
 - (c) Employees will be allowed reasonable expenses incurred when they require transportation (e.g. taxi) to get a meal if cafeteria services are not available at the airport. Receipts must accompany any claim for such transportation.
 - (d) When an employee works in excess of two (2) hours beyond the dinner period described in Article 19.06, they will be entitled to an additional lunch meal allowance with a further lunch meal allowance being provided for each additional four (4) hours thereafter.
 - (e) Aircraft which become severely damaged and which will require days of repair along with aid by employees from outside the base where the aircraft is situated will not be considered AOG assignments but will be covered under Article 8.03.02.
- 8.03.04 **Training Instructor** - Positions involving the training of bargaining unit employees may be offered for up to an accumulated total of seventy-five (75) working days per employee in any calendar year. The availability of such assignments will be posted and will outline the particulars of the assignment including the date(s), hours and travel which would be involved. Selection according to Article 8.01 will be from the base in which the training will be taking place or, if the position will involve training in a number of bases, will be system-wide. The Company will assess the ability of the employee who accepts the assignment to do the job during an appropriate trial period not to exceed 10 working days in a functional trainer/facilitator capacity. Employees who accept an assignment will be subject to having their shift schedule revised in order to satisfy the training schedule but such revisions will be subject to the provisions of Articles 6.05.03 and 6.05.04. Where the employee accepts an assignment outside of their regular base, the employee will receive expenses and allowances as described

in Article 19.06 and travel to and from the assignment will be in accordance with Article 8.04. The employee involved and the Union District Chairperson will be advised in writing of any assignment under this Article.

- 8.03.05 **Temporary Supervisor** - When there is normally a Supervisor present and the Company designates an employee to act in the capacity as a Temporary Supervisor, the employee will receive an hourly premium of one dollar (\$1.00). When required to cover the absence of a Supervisor, the Company may offer a Temporary Supervisor position in accordance with the following:
- (a) The duties will be offered on a voluntary basis and in order of seniority amongst the Crew Chiefs on shift at the time of the occurrence.
 - (b) Employees who have assumed the duties of a Temporary Supervisor will not be involved in the discipline or discharge of any other employee.
 - (c) No disciplinary action will be taken for errors or omissions while the employee has assumed the duties of a Temporary Supervisor except where the Company establishes, pursuant to the provisions of Article 16.12, that the error or omission resulted from the irresponsible or negligent actions of the employee.
- 8.04 **Travel** - Travel to and from a relief or special assignment, or for training, will be in accordance with the following:
- 8.04.01 Travel time will be considered time worked and is subject to the minimum credits under Article 7. If the employee is travelling by air, travel time will be based on the scheduled departure time and the actual arrival time of the flight(s), including connection time and a combined total of one (1) hour for pre-flight and post-flight ground time.
 - 8.04.02 In the event an employee travels on a holiday, travel time credits will be added to those hours credited in accordance with Article 13.
 - 8.04.03 An employee who travels on a scheduled day on will not be debited if travel time is less than their scheduled shifts.
 - 8.04.04 All travel not requested by the Company will be done on the employee's own time.
 - 8.04.05 The Company will provide the employee with positive space air transportation to and from the assignment. Subject to Company policy, when flying on Company aircraft this will be with space available "J" class or similar upgrade. When flying on another carrier's aircraft, this will be with "J" class or similar upgrade when made available by the carrier. The provision of additional air transportation during the assignment will be subject to agreement between the Company and the employee concerned. Travel on an un-pressurized aircraft under 12,500 pounds or on a single pilot operation can be declined by the employee in which case alternate transportation will be arranged.
 - 8.04.06 An employee may, if requested or authorized by the Company, utilize a Company vehicle for the purposes of travelling to and/or from an assignment. Such travel may also include the transportation of parts and/or equipment to be used by the employee during the assignment.
 - 8.04.07 Subject to prior mutual agreement between the Company and the employee, the employee may use their own transportation to travel to and from an assignment. However, such use will not include a use which would void the employee's insurance. The employee will receive automobile expenses at forty-two cents 42¢ per kilometre, or such greater amount as provided for under Company policy, and travel time will be equal to the normal flying time between the employee's base and the assignment.
 - 8.04.08 No employee will be required to attend training and travel on the same day for a period in excess of ten (10) hours. When the training is of more than one (1) days' duration, this limitation will apply on the day on which the employee returns to their base.

Article 9 - Probation

- 9.01 New employees hired into any classification covered by this Agreement and Company personnel entering into any classification covered by this Agreement will be required to serve a probationary period of six (6) calendar months from the first day of work, including training. In the event that a probationary employee is absent from work for any reason excluding regularly scheduled days off, for more than seven (7) calendar days during the six month probationary period, the Company may extend the employee's probationary period by the number of days such employee was absent from work.
- 9.02 The Company has the right to discharge probationary employees during their probationary period who are found to be unsuitable for continued employment.
- 9.03 In the event of a staff reduction, probationary employees will be affected in inverse order of seniority and will not have the right to bump another employee or to lay off and recall. They will, however, be offered vacancies not bid by other employees.

Article 10 - Seniority, Staff Reduction, Lay off and Recall

- 10.01 **Seniority** - will be established on a system basis and will be comprised of the following:

Bargaining Unit Seniority - will date from an employee's permanent entry into any classification covered by this Agreement. Bargaining unit seniority will be used to determine:

- (a) Vacation preference
- (b) Preference for leaves of absence

Classification Seniority - will date from an employee's permanent entry into a particular classification covered by this Agreement. Subject to other provisions of this Agreement, classification seniority will govern in respect to:

- (a) Bidding of shifts (within each separate classification and location);
- (b) Staff reductions, lay off and recall;
- (c) Filling of vacancies (Bargaining Unit seniority will apply when no employees in the same classification have applied for a vacancy in that classification);
- (d) Allocation of overtime;
- (e) Preference for Time Off;
- (f) Training;
- (g) Relief and Special Assignments.

Note: An employee's permanent entry date as it relates to Article 10.01 means the first day for which an employee is credited with time worked for pay purposes and time spent in training will be considered as time worked.

- 10.02 In cases where two or more employees have the same classification seniority date, the sequence of seniority will be determined by the application of the following in the order stated:

- 10.02.01 Bargaining Unit Seniority Date.
- 10.02.02 Company Service Date (date marking the beginning of continuous employment with the Company).
- 10.02.03 Social Insurance Number, using the last three digits reversed, the lower number being the more senior.
- 10.02.04 By lot, in a manner mutually established by the Company and the Union.

- 10.03 **Seniority Lists** - will be prepared, corrected, amended and published in the following manner:

- 10.03.01 Not later than March 30 and September 30 each year, the Company will post at each location complete Seniority Lists for each classification described in Article 4 which will include employees as of March 1 and September 1, respectively. These lists will show for each employee listed thereon, in order of seniority, the employee number, name, position, location, Company Service Date, Bargaining Unit Seniority Date, Classification Seniority Date, and sequencing determinant described in Article 10.02.03. In addition, the list will contain a second part which will show credits earned in other classifications and the seniority retained by employees who accepted a position outside the scope of the Agreement.
- 10.03.02 It will be the responsibility of each employee to examine the list and make written request for any correction during the thirty (30) calendar days following posting. The request will be forwarded to the Company by way of the form described in Appendix 1 and in accordance with the instructions included on each seniority list with a copy to Union Headquarters.
- 10.03.03 All requests for corrections will be acknowledged and will be actioned after consultation with the Union Bargaining Committee Chairperson within thirty (30) days of receipt. Any corrections will become effective immediately and will be incorporated in the next posted seniority lists.
- 10.03.04 Notwithstanding the foregoing, the Union may request corrections to the seniority lists at times other than those stipulated. Such corrections will become effective immediately and will be incorporated in the next posted seniority lists.
- 10.04 Retention of Seniority**
- 10.04.01 Seniority will be maintained and accumulated during:
- (a) Absence due to lay off or "Off Duty Status".
 - (b) Sickness or accident.
 - (c) Authorized leave of absence (subject to Article 11.01.10).
 - (d) Suspension with or without pay.
 - (e) Legal detention.
 - (f) Strike or lockout.
- 10.04.02 Employees permanently reclassified from one classification to another will retain the classification seniority accrued to the time of reclassification and will commence accruing classification seniority in their new classification in accordance with Article 10.01; their seniority sequence in their new classification will be established in accordance with Article 10.02.
- 10.04.03 Employees who accept a position with the Company outside the scope of the Agreement will retain and accrue seniority for a period of twelve (12) months provided they continue to pay Union dues. Before this twelve (12) month period expires, the employee will be permitted to return to their previously held position, or will be allowed to bid on a vacancy in another position in accordance with Article 12. This provision will be available to employees only once during their term of employment in the bargaining unit.
- 10.05 **Loss of Seniority** - An employee will lose their seniority and their name will be removed from the seniority list only in the following circumstances:
- (a) When voluntarily leaving the Company.
 - (b) When discharged for just cause and is not reinstated.
 - (c) When laid off for a period in excess of four (4) consecutive years.
 - (d) Desertion of service (resignation without notice).
 - (e) When deemed to have resigned pursuant to the provisions of this Agreement.
 - (f) When the employee accepts a position outside the scope of this Agreement, subject to Article 10.04.03.
 - (g) When retired with or without pension.
- 10.06 **Staff Reductions** - will be handled in accordance with the following:

- 10.06.01 Reductions will be made within the affected classification and location in the base in inverse order of seniority, including probationary employees.
- 10.06.02 The following will apply when the staff reduction will not result in a net reduction of staff within a classification in a base:
 - 10.06.02.01 Employees in the base who may be affected will be given notice in writing, personally, stating the date the staff reduction will be effected and, at the time the notice is given, will be provided with:
 - (a) A list of positions in their classification in their base filled by employees less senior to them.
 - (b) A list of vacancies in their classification in their base which may be available to them under the provisions of Article 12.
 - 10.06.02.02 Within two (2) calendar days of receipt of the notice provided for in Article 10.06.02, the employee will advise the Company, in writing, of their preferred option(s) and will list such option(s) in order of preference.
 - 10.06.02.03 Employees' preferences will be honoured in order of seniority.
 - 10.06.02.04 Employees who do not advise the Company of their preference within the two (2) calendar days provided for in Article 10.06.02.02 will have their selection actioned, in order of seniority, only after all those who have complied properly with that provision have been actioned.
 - 10.06.02.05 Employees who do not advise the Company of their preference will be placed in a position which remains after all other employees have had their requests accommodated.
 - 10.06.02.06 Employees will be provided with the notice under Article 6 for a change of shift or days on and days off as applicable.
 - 10.06.02.07 Within three (3) calendar days of issuance of the notice provided for in Article 10.06.02.01, each employee who received such notice will be advised, in writing, of their situation regarding the staff reduction.
- 10.06.03 The following will apply when the staff reduction may result in a net reduction of staff within a classification in a base:
 - 10.06.03.01 Employees who will be affected will be given no less than twenty-one (21) calendar days notice in writing, and electronic notification, stating the date the staff reduction will be effected and, at the time the notice is given, will be provided with the following:
 - (a) A list of positions in their classification in their base filled by employees less senior to them.
 - (b) A list of positions in their classification in other bases filled by employees less senior to them.
 - (c) A list of positions in any other classification in their base filled by employees with less seniority than that retained by them in that classification.
 - (d) A list of positions in any other classification in other bases filled by employees with less seniority than that retained by them in that classification.
 - (e) A list of vacancies which may be available to them under the provisions of Article 12.
 - 10.06.03.02 During the period between the receipt of the notice provided for in Article 10.06.03.01 and the expiry of the fourteen (14) calendar day period for the employee to advise the Company in writing of their decision to exercise bumping rights to another base or to fill a vacancy in

another base, an employee will be provided with up to three (3) working days off with pay, to survey the base(s) which are available. Such time off will be granted as promptly as possible, consistent with the desires of the employee. Free positive space transportation to these base(s) will be provided to the employee and spouse eligible for free and reduced transportation under Company policy. When a child accompanies the employee/spouse, the family will travel space available. Upon submission of an expense account, the service charge and taxes will be reimbursed.

- 10.06.03.03 Within fourteen (14) calendar days of receipt of the notice provided for in Article 10.06.03.01, the employee will advise the Company, in writing, of their preferred option(s) and will list such option(s) in order of preference.
- 10.06.03.04 Employees' preferences will be honoured in order of seniority, and in the following order [see Appendix 4 form]:
- (a) Bumping into a location in their base in their classification which is filled by a less senior employee or filling a vacancy in another location in their base and classification which is available to them under the provisions of Article 12.
 - (b) In the event no position is available in accordance with (a) above:
 - bumping into a location in another base in their classification; or,
 - bumping into a location in another classification which is filled by an employee with less seniority than that retained by them in that classification; or,
 - filling a vacancy in another base and/or classification pursuant to the provisions of Article 12.

Note:

Should an employee be willing to displace the most junior employee in their classification in the system in order to receive moving allowances as per Article 10.08 and because they have no way of knowing who the junior person will be as the preferences are honoured they should indicate such a preference by stating the following:

I am willing to bump the most junior employee in my classification in the system provided they reside in ____ base.

or

Accepting severance payment in accordance with the Canada Labour Code and will forfeit their recall rights in accordance with Article 10.07 except where required by law to issue a severance payment.

Note:

Should the employee accept recall he will be required to either pay back their severance or their Company seniority for severance calculation will be reset to zero.

- 10.06.03.05 Employees who do not advise the Company of their decision and/or preference within the fourteen (14) calendar days provided for in Article 10.06.03.03 will have their selection actioned, in order of seniority, only after all those who have complied properly with that provision have been actioned.
- 10.06.03.06 Employees who do not advise the Company of their decision and/or preference will be laid off with recall rights twenty-one (21) calendar days after receipt of the notice provided for in Article 10.06.03.01.
- 10.06.03.07 Employees will be provided with fourteen (14) calendar days notice of a change of position in their base and thirty (30) calendar days notice of change of position to another base. When an exception to the reporting date is desired by the Company or the employee, the employ-

ee's Union Representative will be contacted and the employee will report to their new position on the date agreed to by the parties.

- 10.06.03.08 Within twenty two (22) calendar days of receipt of the notice provided for in Article 10.06.03.01, and subject to employee preferences being exhausted in accordance with Articles 10.06.03.04, 10.06.03.05, 10.06.03.06 each employee who received such notice will be advised, in writing of their situation regarding the staff reduction.

10.07 Lay Off and Recall

- 10.07.01 If an employee has insufficient seniority to bump or chooses not to bump, or if no vacancy exists or the employee is unable to or chooses not to fill a vacancy, the employee will be placed on lay off with recall rights effective twenty-one (21) calendar days after receipt of the notice provided for in Article 10.06.03 except in those cases where a delay may be required for a senior employee to assume the position of an affected employee.

- 10.07.01.01 Employees who have been laid-off and employees who have successfully exercised an option under Article 10.06.03.04, will have recall rights back to the classification and base from which they were laid off. Such employees will be provided with a Notice of Vacancy pursuant to Article 10.07.03(a).

Employees who are on lay-off may also request to be provided with notices of other vacancies which are being filled pursuant to Article 12 by providing written advice to Human Resources of the base(s) and classification(s) vacancies for which they wish to be received copies of notices of vacancy when they are issued.

- 10.07.02 An employee holding laid off status will advise the Company in writing of any change of address.

- 10.07.03 (a) Notice of vacancies will be sent by Registered Mail (mail with confirmation of delivery) to the most senior of the employees who were laid off from the classification and base where the vacancy has occurred, including employees who had successfully exercised an option under Article 10.06.03.04.

(b) The location and shift of the vacancy will also be offered for bid under Article 12 by employees in the classification, base and location where the vacancy exists.

(c) Where (a) or (b) does not fill a vacancy, it will be offered for bid under Article 12 on a system-wide basis, including laid off employees from other classifications and/or bases.

- 10.07.04 The notified employee must advise the Company within seven (7) clear calendar days from receipt of the notice of vacancy if they wish to accept recall. Advice will be forwarded by fax and will be directed to the person who originated the notice.

- 10.07.05 Employees residing outside of the base to which they are being recalled will report for duty within thirty (30) calendar days of advice to the Company of intent to return. Employees residing in the base to which they are being recalled will report for duty within fourteen (14) calendar days of advice to the Company of intent to return. In both cases, employees employed by another employer at the time of recall will be allowed such time as is necessary to give that employer reasonable notice of termination. In addition, these periods may be altered with mutual agreement in other extenuating circumstances.

- 10.07.06 Employees who are recalled will be guaranteed a minimum of ninety (90) days of work, or pay in lieu.

- 10.07.08 An employee who, without reasonable cause, does not comply with Article 10.07.03 or Article 10.07.05, or, having accepted recall, fails to return within the time limit as contained in Article 10.07.06, will be considered to have resigned.

- 10.07.09 An employee who is on lay off and who refuses or fails to accept recall to a permanent position in the classification and base from which they were laid off will be considered to have resigned.

- 10.07.10 An employee who had successfully exercised an option under Article 10.06.03.04 who refuses to accept recall to a permanent position in the classification and base from which they were originally laid off will not be offered such recall again.
- 10.07.11 Employees who have successfully exercised an option under Article 10.06.03.04 and subject to having displaced the most junior employee in their classification in the system at that time and within twenty four (24) months accept recall to a permanent position in the classification and base from which they were originally laid off, will receive the moving expenses and allowances provided for in Article 19.09.
- 10.08 **Moving** - When an employee moves from one base to another, at the request of the Company or in accordance with Article 10, and subject to displacing the most junior employee in his classification in the system, they will receive the moving expenses and allowances provided for in Article 19.09.
- 10.09 **Off-Duty Status** - The following terms and conditions will apply to employees in the event of temporary disruptions to operations caused by a third-party industrial relations dispute or a sudden temporary cessation of work caused by an Act of God. The Union Bargaining Committee Chairperson will be advised orally or in writing prior to any utilization of this Article. The Company will be responsible for arranging and paying the cost of transportation back to home base for any employee who is out of base on Company business at the time the disruption occurs.
- 10.09.01 All provisions of the Agreement not specifically modified by the following will remain in full force and effect. Any dispute arising from the terms and conditions of this Article will be discussed by the Company and Union Bargaining Committee Chairperson as soon as possible without prejudice to the Union's right to initiate a formal grievance.
- 10.09.02 Only those employees who are not required to work during the period the Company's services are affected will be placed on "Off-Duty Status", hereafter referred to as "O.D.S."
- 10.09.03 Reductions will take place within each affected classification and base with classification seniority determining who will be retained on duty.
- 10.09.04 Employees who are not required to work will be advised in writing and will be given a minimum of forty-eight (48) hours notice. At the time such notice is given or within forty-eight (48) hours of such notice, the Company will produce and issue a letter to each employee placed on O.D.S. This letter will include a summary of Employment Insurance Commission procedures to be followed by the employees, the effect on Company insurance plans and any other relevant information.
- 10.09.05 An employee whom the Company is unable to contact to advise of O.D.S. will be placed on O.D.S. and the written notice provided for in Article 10.09.04 will be sent to the employee's last known address. An employee who is out of the base and who, due to an inability to travel, the Company is unable to contact to advise of work assignment will not be disciplined. Such employee will be placed on O.D.S. but will be returned to work within twenty-four (24) hours of the Company having knowledge of their return to the base, provided their seniority is sufficient to retain a work assignment.
- 10.09.06 The shift schedules of employees who are retained on duty may be altered to conform with major changes in the normal working hours or work requirements at a location. Notice of any change to shift starting and terminating times will be provided to each affected employee at least twenty-four (24) hours in advance of the starting time of their originally scheduled shift or their new shift, whichever is the earlier. Notice of any change to days on and days off will be provided to each affected employee at least forty-eight (48) hours in advance of their originally scheduled day on or their originally scheduled day off, whichever is the earlier.
- 10.09.07 Overtime will be offered in order of seniority, first to employees on O.D.S. who are qualified to perform the work and who have indicated their availability, and then to employees who have been retained on duty. The requirements of Article 10.09.04 will be waived for the employees returning to O.D.S.

- 10.09.08 Training which has been arranged or is ongoing at the time the Company's operations are affected will proceed as scheduled and the possibility of providing other training will be discussed with the Union.
- 10.09.09 An employee who is on vacation will continue on vacation and, if applicable, will be placed on O.D.S. in accordance with Article 10.09.05 to take effect on the day they were to return to work. An employee retained on duty will commence vacation as scheduled. An employee placed on O.D.S. will either commence their vacation as scheduled or alternatively, may elect to receive their vacation pay at a later date.
- 10.09.10 An employee receiving disability insurance benefits will continue to receive those benefits until they are scheduled to return to work at which time they will be placed on O.D.S., if applicable. An employee whose illness commenced before the reduction of operations and who has not yet completed the waiting period will receive disability insurance benefits as scheduled, subject to satisfying the requirements to establish disability under the benefit plan.
- 10.09.11 All insurance plans and benefits will continue in full force and effect during any period of O.D.S. and the employee's contribution to such plans and benefits will be collected by payroll deduction on their return to work. Unless otherwise agreed by the employee, such deductions will be made in an amount equal to the employee's regular contribution to the plans until such time as the amount owing is repaid.
- 10.09.12 Employees placed on O.D.S. will continue to accrue service and seniority.
- 10.09.13 Notification of return to duty may be verbal but must be later confirmed in writing, and will state the effective date of the return to duty.
- 10.09.14 An employee will be allowed a reasonable length of time to return to duty.
- 10.09.15 If employees have not been called to return from O.D.S. within ninety (90) days of having been placed on O.D.S., the situation will no longer be considered temporary and the provisions of Articles 10.06 and 10.07 will apply.

Article 11 - Leaves of Absence and Sick Leave

11.01 Leave of Absence – Voluntary

- 11.01.01 When the requirements of the Company permit, an employee, upon written request through their immediate supervisor, may be granted a voluntary leave of absence without pay for a period exceeding thirty (30) consecutive calendar days but not exceeding one (1) year. Requests for thirty (30) consecutive calendar days or less will be handled as time off in accordance with Article 14.06.
- 11.01.02 Requests for leaves of absence will be considered in order of seniority among those on hand from the location at the time of granting.
- 11.01.03 The Company will indicate its approval of the leave in writing, including commencement and termination dates, preferably fourteen (14) or more calendar days prior to the requested commencement date of the leave. Once approved, a leave may not be cancelled except by mutual agreement between the employee and the Company.
- 11.01.04 If the employee wishes to return to work prior to the approved termination of the leave, the employee will make the request to the designated management person. The request will be in writing at least fourteen (14) calendar days in advance of the requested termination date; in extenuating circumstances, the fourteen (14) day requirement may be waived. The Company will provide a response to the request within seven (7) calendar days of its receipt and may authorize a return to work on the date requested or another day mutually acceptable to both Company and employee, or the Company may deny the request.
- 11.01.05 When a leave of absence is terminated prior to the originally approved date, no other employ-

- ee will be displaced. The Company will advise the employee in writing of its decision on the request to terminate the leave.
- 11.01.06 A leave of absence may be extended upon written request to the Company, copied to Union Headquarters, provided the request is received no later than fourteen (14) days prior to the termination of the leave of absence and provided there is mutual agreement between the Company and the Union Bargaining Committee Representative to extend the leave of absence. The Company will provide a response to the request within seven (7) calendar days of its receipt.
- 11.01.07 An employee who engages in other employment while on leave of absence will be deemed to have resigned unless they have specific permission to engage in such other employment from the Company. Such permission will not be refused unreasonably.
- 11.01.08 Pay progressions will be retarded by a period of time equal to the length of the leave of absence.
- 11.01.09 Employees on a voluntary leave of absence will have their vacation entitlement reduced in accordance with Article 15.02.02.
- 11.01.10 Seniority will continue to accrue during the first ninety (90) consecutive calendar days of the leave of absence. On termination of a leave of absence which extends beyond ninety (90) consecutive calendar days, the employee will be assigned an adjusted Seniority Date which will reflect that part of the leave of absence which exceeded ninety (90) consecutive calendar days.
- 11.01.11 If desired by the employee, benefits coverage will be provided with the employee paying the full cost of premiums. Such coverage will be subject to the terms and conditions of the Group Insurance Plan.
- 11.02 **Reassignment, Maternity, Parental Leave** - Employees will be granted reassignment of duties, maternity and parental leave in accordance with the relevant provisions of the Canada Labour Code.
- 11.02.01 Additional leave in excess of that provided by the Canada Labour Code may be granted for a reasonable period upon written request by the employee when the health of the mother or child medically requires it. Such request must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating that she is unable to work by reasons related to the pregnancy or health of the child and indicating the duration of that inability. In any event, any additional leave provided under this clause will be for a maximum period of six (6) months.
- 11.02.02 An employee who takes or is required to take a leave under this Article will be reinstated in the position they occupied when the leave commenced, subject to the provisions of Articles 10 and 12.
- 11.02.03 An employee will receive all advances or increases in pay during the period of leave. Benefit entitlements will be as required by the provisions of the Canada Labour Code.
- 11.02.04 The seniority of an employee will continue to accrue during the full period of the leave.
- 11.02.05 The Company will not dismiss, suspend, layoff, demote or discipline an employee because the employee is pregnant or has applied for a leave, nor will the Company take into account the pregnancy of an employee or the intention of an employee to take a leave in any decision to transfer or train the employee.
- 11.02.06 An employee on a Maternity or Parental Leave who wishes to terminate their leave in advance of the previously established date will advise the Company in writing. Such employee will be returned to work within four (4) weeks from the date of receipt of such notification, or such shorter period of time as agreed between the Company and employee.
- 11.03 **Paternity Leave** - Upon request, a male employee will be granted, without loss of pay, two (2) consecutive days of paternity leave, one day of which must be the date of the birth of his child.

11.04 Leave of Absence - Union Business

- 11.04.01 An employee who has been elected or appointed by the Union to carry out authorized business of the Union on a full-time basis will be granted a leave of absence for that purpose. The Union will advise the Company of the name of such employee, the term of the leave and the purpose. The Union will repay the Company for the Company's costs incurred in employee benefit plans and the employee will continue to pay their contributions to the Company. The Company will provide the employee with free and reduced rate transportation benefits in accordance with Free and Reduced Rate Transportation regulations. Transportation required by the employee for the execution of their duties will be provided as outlined in Article 18. The employee will continue to accrue seniority and service while on leave of absence.
- 11.04.02 An employee on a Leave of Absence - Union Business who wishes to terminate their leave in advance of the previously established date will advise the Company in writing. Such employee will be returned to work within four (4) weeks from the date of receipt of such notification, or such shorter period of time as agreed between the Company and employee.

11.05 Sick Leave ¹

- 11.05.01 An employee absent from work due to an illness or injury (other than an illness or injury covered by Workers' Compensation) will be allowed sick leave with pay as outlined below.
- 11.05.02 Employees will be credited on the first day of each month with one (1) day sick leave for each month or part thereof beginning with the first full month of service.
- 11.05.03 Company personnel entering into a classification covered by this Agreement will be credited with sick leave with pay equal to the amount accrued prior to entering the scope of the Agreement. Where sick leave was accrued in hours it will be converted at the rate of one (1) day for each eight (8) hours.
- 11.05.04 Unused days from each calendar month may be accumulated, to a maximum of twenty-five (25) days.
- 11.05.05 Accrued sick leave credits will be reduced when an employee is absent due to illness or injury until such time as the credits are exhausted or disability insurance benefits commence following a seven (7) calendar day waiting period. Absences which are less than one-half (½) of the employee's shift will only result in a one-half (½) day debit from the employee's sick leave. Absences of one-half (½) day or more will result in a full day debit from the employee's sick leave. Payment of any sick leave may require substantiation through a doctor's note if requested by the Company.
- 11.05.06 The applicable pay for sick leave will be the employee's regular rate of pay in effect at the time the sick leave is taken for the paid hours of the shift.
- 11.05.07 In order to qualify for sick leave with pay, an employee must make every reasonable effort to notify the Company of their intended absence due to illness or injury at least one (1) hour prior to the commencement of their shift.
- 11.05.08 Paid sick leave is for the sole and only purpose of protecting the employee against loss of income while they are legitimately ill or injured. Any employee using these provisions for any other reason may be subject to discipline.
- 11.05.09 The unused portion of an employee's sick leave credits will accrue and at the employee's option may be paid out on retirement or applied towards early retirement.
- 11.05.10 The applicable pay for the pay out of sick leave credits will be the employee's regular rate of pay in effect immediately prior to their retirement or early retirement.

¹ As of the effective date of the Agreement, each employee who had accrued sick leave will be credited with their remaining accrued sick leave.

11.06 Leave of Absence - Bereavement

11.06.01 When a death occurs in the immediate family of an employee, the employee will be granted bereavement leave with pay for five (5) consecutive calendar days. Such leave will normally commence with the first day following the death or advice of death. Such leave, at the discretion of the employee, may be broken into 2 parts to meet the special needs of religious observances. Employer may request substantiation.

Note:

The intent of splitting the 5 calendar day period is for specific issues directly related to unique circumstances of the employee and not for the maximizing of the paid work days. The employee will be granted the equivalent days paid as they would have received in the normal application of the clause. Employees with greater needs for time off are referred to article 11.06.05.

11.06.02 Immediate family is defined as: spouse (including common-law spouse and same sex partner as defined by Company regulations), children of employee and/or spouse (including adopted, foster, or ward children), parents of employee or spouse, grandparents of employee or spouse, grandchildren of employee or spouse, brothers and sisters of employee or spouse, including other relatives residing with the employee.

11.06.03 In unusual circumstances where the deceased is not a member of the immediate family (e.g., guardian), bereavement leave will be at the discretion of the Company

11.06.04 An employee who leaves work to commence bereavement leave will receive their regular pay but will not have that day counted as bereavement leave.

11.06.05 Should circumstances warrant, bereavement leave may be extended with or without pay on approval of the appropriate management person.

11.07 Leave of Absence - Jury Duty and Court Appearance

11.07.01 Employees who are subpoenaed to serve as a juror or appear as a witness will be granted leave without loss of pay for that purpose. If the employee receives other compensation for this time, it will be turned over to the Company.

11.08 Leave of Absence - Compassionate

11.08.01 Compassionate Leave may be granted to an employee for an emergency situation, which the Company considers to be legitimate compassionate grounds. Should the Company determine this leave to be without loss of regular pay, it will be for a maximum of three (3) consecutive days. Additional time may be with or without pay at the discretion of the Company.

11.09 Leave of Absence - Family Care

11.09.01 Employees will be allowed a maximum of three (3) days in each calendar year for the care of their sick or injured spouse/partner, parents or child. For pay purposes, the employee's earned sick leave will be reduced when an employee is absent up to a maximum of three (3) days per year. The employee requiring such leave will endeavour to provide as much notice as possible to their immediate supervisor/manager and will provide a written statement upon return to work indicating which family member was sick or injured. Employees who misuse family care will be subject to disciplinary action.

11.10 Absence from Work

11.10.01 It is recognized that situations can arise under extenuating circumstances which are unavoidable and which could not be preplanned. In such circumstances, when an employee is unavoidably kept from work, they will not be discriminated against. An employee unavoidably kept from work must advise their manager in time so that relief can be arranged and upon return must provide specific reasons for such absences. Such absences will be without pay.

Article 12 - Transfers and Filling of Vacancies

- 12.01 When a vacancy occurs within a classification covered by this Agreement all employees, including employees on lay-off status, who have requested such notices of job vacancies, will be advised by way of notice of vacancy which will set out the classification, position, rate of pay, the qualifications required to do the job pursuant to Article 12.03.01, the base and location of the job, the commencement date of the job and the closing date for applications. Such notice of vacancy will be posted on appropriate workplace bulletin boards for a specified period of at least fourteen (14) calendar days duration and will be copied to all Union District Chairpersons and the Bargaining Committee Chairperson. Employees on lay-off status will also be provided notices of newly created positions and of positions in new bases.
- 12.02 Employees wishing to fill a posted vacancy will apply, in writing, in accordance with the instructions contained in the notice of vacancy with a copy to their Union District Chairperson.
- 12.02.01 In the event an employee expects to be absent during the period when a notice of vacancy will be posted they may file a letter of preference to the designated Company representative, copy to their Union District Chairperson, indicating their desire to transfer and such will be considered as an application to transfer as described in Article 12.02.
- 12.03 In filling vacancies, the job will be awarded to the senior applicant whose application is received prior to the closing date, provided the applicant:
- (a) is qualified to do the job;
 - (b) agrees to change their base to the base with the vacancy
- 12.03.01
- a) Qualified to do the job as referred to in Article 12.03 will only apply to transfers between classifications and to all transfers by Apprentices and means that the employee possesses the special qualifications required for the classification in accordance with Government regulations or the Company Maintenance Procedures Manual. In cases where this provision applies, the seniority of the employees with the necessary qualifications will be the determining factor. Employees whose requests are bypassed will be advised in writing by the Company and such advice will include an explanation.
 - b) In filling vacancies for Crew Chief, qualified to do the job will mean that the employee possesses the qualifications for the classification as well as the ability to direct and supervise the work of others. In determining whether or not an applicant has the ability to direct and supervise the work of others a review process will be carried out in the base by a panel comprised of the Department Manager, the respective Bargaining Representative or their delegate and a representative from the Human Resources Department. The panel will review the applications, with the applicants being interviewed if necessary, in order of seniority, with each being assessed in turn until such time as it is determined jointly by the panel that the applicant has the ability to direct and supervise the work of others and that applicant will be awarded the vacancy.
 - c) **Selection process to qualify for Complex Receiving (CR) Position:**

The Company will establish the number of employees required to hold a CR position at each stores location however there will be a minimum of four (4) positions at each base.

All Crew Chief positions at each operating base are required to hold a CR qualification by completing the required training and testing. Additionally, there will be a minimum of four (4) CR positions established at each base. In selecting candidates to hold this qualification employees will be required to:

 1. All candidates who apply will be given the proper training before writing the qualifying examination.
 2. Write a qualifying examination on the Receiving Process and obtain a passing grade of seventy (70%) percent.

3. Demonstrate their ability to work in TRAX, including performing four (4) mock receipts of parts with multiple compliance constraints.
4. A joint structured interview and evaluation process will take place with a panel comprising of one Human Resources Representative, one Manager and one Union Representative. The candidate must achieve an oral mark of seventy (70%) percent as assessed by the panel through a structured point system established in joint consultation between the Company and the Union.
5. All candidates who are successful with the requirements in accordance with items 1 – 4 as set above will hold this qualification.
6. In accordance with Article 6.04, the Company will establish dedicated shift lines for the CR position in the annual shift bid. All successful candidates will be eligible to bid on these dedicated shift lines. All successful qualified candidates not filling a CR designated shift line as a result of the annual bidding will become eligible for upgrade on an as needed basis determined by the Company in order of seniority from within the crew.
7. Any candidates who fail to meet the minimum pass requirements as defined in paragraph 2-4 will be considered for re-examination only by mutual agreement between Management and the designated Union Representative. Failing this, additional applications will be considered to fill the minimum base requirements.

d) Selection Process to qualify for NDT certification & premiums:

The Company will establish the number of NDT Technicians at each base and location. In addition, the Company may establish a number of existing Technical 1 employees to hold a single Level II NDT rating, at each base and location. In selecting these candidates:

1. Employees with existing level 1 ratings will be selected in order of seniority, followed by the most senior employee, in bargaining unit seniority, who has written and obtained a seventy (70%) passing grade on an examination, jointly developed by the union and the company, designed to test for basic math and physics aptitude.
2. The selected employee will receive the appropriate training to qualify for one (1) NDT rating.
3. Once completed, the employees will be required to obtain a passing grade from the applicable training institution.
4. Employees will then be required to complete the requisite work time experience, after which they must obtain the required NDT Rating.

Upon acquiring the NDT rating the employee will receive the NDT premium denoted in Article 5.05.04 for all hours worked.

In order to achieve the applicable work time experience employees may be required to temporarily locate to a base where an appropriately rated NDT Technician is working.

Note: Although these provisions are designed to eliminate much of the current NDT outsourcing, it will not be fully eliminated and the company will continue to outsource a portion of the NDT work following the signing of this agreement.

- 12.04 The successful applicant will be given thirty (30) calendar days notice to report for duty if the transfer is to another base. When an exception to the reporting date is desired by the Company or the employee, the employee's Union Representative will be contacted and the employee will report to their new position on the date agreed to by the parties.
- 12.05 Employees who are transferred (except for a lateral transfer) will undergo a ninety (90) calendar day familiarization or training and trial period in which to demonstrate their ability to perform the requirements of the job. The Company may not curtail such period without just cause before it has

run its normal course. In the event the employee is not able to complete the training or trial period, or cannot satisfactorily perform the job following the training or trial period, they will be returned to their former job, and any other employee who has been transferred because of the re-arrangement of jobs will also be returned to their former job.

- 12.06 All notices to an employee under this Article 12 will be in writing, copied to the employee's Union District Chairperson.
- 12.07 The Company will provide the local Union District Chairperson with notice of the employee awarded a vacancy.
- 12.08 **Exchange of Base/Location** - Two or more employees who have completed their probationary period may file a request with the Human Resources Department to exchange bases or locations. Such requests will be reviewed at each Union-Management Headquarters Meeting and will be actioned following approval by the Company and the Union, subject to final written acceptance by the employees involved. Such exchange will not create a vacancy and approval of the exchange will not be unreasonably withheld. All costs to the employees associated with the exchange will be the responsibility of the employees involved and the provisions of Article 19.09 will not apply.

Article 13 – Statutory Holidays

13.01 The following will be deemed to be holidays within the meaning of this Article:

- New Year's Day
- Labour Day
- Victoria Day
- Canada Day
- Boxing Day
- Good Friday
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- One (1) Civic Holiday (as proclaimed by the Municipality where the employee works)

and any other day that may be proclaimed by the Federal Government to be a holiday.

13.02 **Stat Bank**
A Stat Bank will be established for each employee. Immediately after shift bid each year, an employee's Stat Bank will be credited ten (10) days the normal shift length, based on the shift the employee has bid for the following year. For example: if the employee normal shift length is 11.4 hours they shall have 114 hours credited in the Stat Bank. Employees may transfer funds from their Cash Bank to top the Stat Bank to a maximum of 140 hours.

13.03 **New Hires**
For employees hired between January 1st and December 31st, the employee's Stat Bank will be credited with days shown in the Table below, for use in the current year where permitted by Article 14.

<i>Days of Employment</i>	<i>Entitlement (Days)</i>
1 to 26	1
27 to 52	2
53 to 78	3
79 to 104	4
105 to 130	5
131 to 156	6
157 to 182	7
183 to 208	8
209 to 234	9
Over 235	10

13.04 **Absence**

Employees who have been absent from active duty during the year for which they have been credited under Article 13.02, will have their Stat Bank reduced by the amount shown below, using the same calculation used for the credits assigned under Article 13.02.

<i>Days of Employment</i>	<i>Reduction (Days)</i>
1 to 26	9
27 to 52	8
53 to 78	7
79 to 104	6
105 to 130	5
131 to 156	4
157 to 182	3
183 to 208	2
209 to 234	1
Over 235	0

13.05 Use of Stat Bank

Each year, during the fall vacation bid, employees are required to declare the way they will use their Stat Bank credits, the declaration will assign Stat Bank hours to be:

(a) converted to vacation time IAW Article 15.03.02 or held in the Stat Bank for use as time off later in the year;

or

(b) converted into the employees Cash Bank coincident with the first pay in January.

13.06 On December 31st of the year following the vacation bid, any time remaining in the employees Stat Bank, from the previous bid year that was not used under Article 13.05(b) will be paid out on the first pay in January.

13.07 Employee who works a regular shift on a Holiday

Employees who work the holiday will receive straight time for the regular hours of the shift, plus credited one-half times (½ X) the regular hours of the shift which will go into their Cash Bank.

13.08 Employee works on a day off which is a Holiday

An employee who is called to work on a scheduled day off which is a holiday shall have their Cash Bank credited one and two times (2 X) for all hours worked

Article 14 – Cash Bank and Time off

14.01 All overtime credits received in accordance with Article 7 will be accumulated in a Cash Bank established for each employee. This Cash Bank will provide to a maximum of \$6000 dollars. Any over-time credits earned over and above the allowed maximum amount will be cleared on the employee's pay cheque for each pay period. Employees may make withdrawals from their Cash Bank for the following purposes and in the following manner.

14.02 **Pay** - an employee may make withdrawals from their Cash Bank. Requests for such a withdrawal must be submitted by the employee no later than fourteen (14) days prior to the pay date on which they wish the payment to be made. The applicable amount will be deducted from the Cash Bank at the time the request is processed by payroll.

14.03 Once per calendar year, an employee may elect to have funds from the Cash Bank withdrawn by the Company for use in their registered retirement savings plan (RRSP) or Tax Free Savings Account (TFSA). It will be the employee's responsibility to provide the Company with the information and necessary authorizations required for the deposit to conform with the requirements of the Income Tax Act.

- 14.04 Requests for Cash Bank withdrawals will be made in writing by the employee using the form described in Appendix 2.
- 14.05 The Company will provide an employee with written notification and explanation of any changes to their Cash Bank, including submitted overtime within five (5) regular business days of the employee's submission of the overtime.
- 14.06 **Time Off** - an employee may make withdrawals from their Stat Bank in the form of time off as follows:
- (a) Time off will only be granted on request of the employee, if there is an open vacation slot for the requested day(s) and if the request has been made at least eight (8) days in advance. Where the request is made under eight (8) days, time off will not be unreasonably denied. The denial will be given in writing within in one business day.
 - (b) Time off requests for more than thirty (30) consecutive calendar days will be handled in accordance with Article 11.01 - Voluntary Leave of Absence.
 - (c) Subject to Article 14.06(a), employees who request time off thirty (30) days in advance will be granted the time on the basis of classification seniority. Similar requests made less than thirty (30) days in advance will be granted on a first come, first served basis.
 - (d) Once time off is granted, it may not be cancelled except by mutual agreement between the Company and the employee and including, if applicable, the employee who is covering the period of time off which had been granted.
 - (e) The applicable deduction will be made from the Stat Bank in hours when taken.
 - (f) An employee who has no time remaining in his Stat Bank may request the time off. A Cash Bank withdrawal equivalent to the amount of days they are requesting off may be granted if there is an open vacation slot. All such requests will be awarded in accordance with Article 14.06 (a) and (c).

Article 15 - Vacations

15.01 General:

- 15.01.01 An employee will receive annual vacation with pay in accordance with their years of service as provided for in Article 15.02.
- 15.01.02 Vacation is not cumulative and will be taken during the vacation year in which it is earned except as provided for in Article 15.03.08 or unless special circumstances warrant otherwise and prior arrangements are made with the Company in writing.
- An employee who takes any vacation in a year other than the vacation year in which it is earned will bid the vacation after all other employees have bid their vacation for the current year and will not affect the current year vacation of any other employee.
- 15.01.03 The vacation year will be January 1 to December 31.
- 15.01.04 *deleted*
- 15.01.05 While there will be no embargo on vacation times, it is recognized by the parties to this Agreement that restrictions on the number of employees allowed to take vacation at the same time may be necessary but such restrictions will not be unreasonable and must be declared prior to the employees selecting their vacation dates after consultation with the Union District Chairperson.
- 15.01.06 Vacation times available to covered employees will not be affected by the vacations of other Company personnel.

- 15.01.07
- (a) Assigned vacation periods will not be changed by the Company except by mutual agreement between the employee and the Company.
 - (b) With a minimum notice of seven (7) days, an employee may cancel their scheduled vacation once per year. Cancellations will not be accepted until all vacation bids are complete, except in cases of extenuating circumstances. The employee will submit their re-bid with the cancellation notice, provided that an open vacation slot is available.
- 15.01.08 Where, during their vacation an employee is otherwise entitled to disability benefits, sick leave or any other approved leave of absence, they will be entitled to elect to discontinue disability benefits, sick leave or other benefit and take their vacation, with pay, as scheduled. Alternatively, the employee may take vacation with pay at a time not desired by another employee.
- 15.01.09 It is recognized and agreed that under no circumstances will employees perform work for the Company during their scheduled vacation dates. Employees who wish to do so must request a change to their vacation dates under Article 15.01.07. Employees may make themselves available for overtime on scheduled days off either before or after allotted vacation.

15.02 Entitlement:

- 15.02.01 Employee vacation entitlement for the following year is based on the years of employment as of December 31st of the vacation year.

<u>Years of Employment</u>	<u>Entitlement</u>
Less than one (1) year	8 hours for each twenty-six (26) Calendar days of service
One (1) year but less than six (6)	2 shifts per Table 1
Six (6) years but less than ten (10)	3 shifts per Table 1
Ten (10) years and over	4 shifts per Table 1

- 15.02.02 Employee vacation entitlement for the following year is based on the years of employment as of December 31st of the current year as shown in the Table below:

Paid Shift in Hours	Entitlement in Working Days Off		
	2 shifts	3 shifts	4 shifts
8	10	15	20
10	8	12	16
10.3	10	13	16
11.4	8	12	16

Table 1

- 15.02.02 Employees laid off under the provisions of Article 10, employees on disability or employees on a personal leave of absence under the provisions of Article 11.01 and employees whose employment is terminated will have their vacation entitlement reduced to the following, according to the number of calendar days employed.

Days of Employment	Entitlement (Hours)		
	80	120	160
1 to 26	8	16	16
27 to 52	16	24	32
53 to 78	24	40	48
79 to 104	32	48	64
105 to 130	40	64	80
131 to 156	48	72	96
157 to 182	56	88	112
183 to 208	64	96	128
209 to 234	72	108	142
Over 235	80	120	160

15.02.03 Vacation Slots:

15.02.03.01 For the purpose of establishing vacation slots, vacation will include Core vacation per Article 15.02.01 and 125 hours for each employee.

- i. Available vacation slots will be established by totalling the number of eligible vacation hours, determined above, for all employees working the same shift length and same calendar days, for each classification, for any 24 hours calendar period, within a base and location.
- ii) The total amount determined in 15.02.03.01.i, by classification, will be divided by 2080 to establish the total number of whole vacation slots per day, by classification, that the Company must provide. Should a classification have less than 1 vacation slot, that classification will be provided one slot.
- iii) All partial slots remaining from 15.02.03.01 ii within the M, S, E and Technical 2 classifications will then be combined and rounded up. These remaining slots will be made available, by order of seniority, regardless of employee classification.
- iv) Vacation slots will be assigned to each shift (days, afternoons, nights) in a proportional distribution by shift length and classification.

15.03 Vacation Selection

15.03.01 Vacation dates will be allocated in order of bargaining unit seniority and seniority preference within each crew and base.

15.03.01.01 Notwithstanding the foregoing, the allocation of vacation dates may be revised by mutual agreement between the Company and the Union District Chairperson following review prior to the employees selecting their vacation dates.

15.03.02 No later than October 1 of each year, the Company will post a bulletin, which will include a calendar for the vacation year, listing employees in order of seniority in each location, and showing each employee's total vacation entitlement. In addition and in the event employees who expect to be absent during the selection period have advised the Company of their selection in accordance with Article 15.03.03.01, their selection and names will be noted on the bulletin.

15.03.03 (i) Employees will select vacation dates by noting their selection on the posted bulletin no later than October 31 or in accordance with procedures developed for the location by the Company and Union District Chairperson.

- 15.03.03 (ii) Vacation will be bid in full blocks. Employees will be allowed to designate two (2) first preference vacation blocks the first of which can be more than 21 calendar days, based on the start time of the shift, from the first day of vacation that would have been a scheduled work day. The second block can be no more than two (2) weeks in duration.
- 15.03.03 (iii) Employees may use their Stat Bank to top up their final vacation block.
Note: Article 14.06(f) allows conversion from the Cash Bank to the Stat Bank.
- 15.03.03.01 Employees who expect to be absent during the selection process may advise the Company, in advance and in writing, as to their selection of vacation dates and, if applicable, the seniority preference they wish to exercise for each block.
- 15.03.04 An employee who fails to select their vacation dates in accordance with Article 15.03.03 will be allowed a choice of available dates after all other employee(s) vacations in the location are allocated. Such employee will select vacation dates from these available dates no later than November 10 and in the event they fail to select, they will be allocated 2 vacation blocks of one cycle each by the Company from those that are available.
- 15.03.05 Vacation dates will be allocated in order of seniority preference with the first two preference dates awarded first, in order of seniority, with, third, fourth, etc. preference dates then being awarded in the same manner.

Note: Employees may shift trade IAW Article 6 to obtain a desired vacation slot.
- 15.03.06 No later than November 30, the Company will post a bulletin in each base showing the allocation of vacation dates for each employee.
- 15.03.07 In the event an employee's days on and days off are revised by the Company and the revision affects their vacation dates, the employee will be permitted to revise their vacation dates to coincide with the revised days on and days off.
- 15.03.08 **Vacation – Cash Conversions**

Between September 1st and September 15 of each year, the employee may declare money from their Cash bank to be set aside to their Stat Bank to be taken as vacation in the following calendar year in accordance with Article 13.05 and Article 14.06(f) and 15.03.03(iii). Purchase of Stat Bank hours from the Cash Bank will be based on the employee's current hourly rate as of September 1st of the year of conversion.
- 15.03.09 (a) Employees who join the Company after July 1st will not be granted time off for vacation earned under Article 15.02.01 and the Stat Bank provided for in Article 13.03, until after their probation is completed. All such hours will be rolled over to the following year.

(b) Employees who join the Company between January 1st and July 1st will only be granted time off for vacation earned under Article 15.02.01 and the Stat Bank provided for in Article 13.03 after their probation period if there are sufficient vacation slots available for that year. If insufficient slots exist the employee will be required to carry their vacation entitlement forward into the next year
- 15.04.01 **Waiting List** - Vacation dates which become available after the allocation of vacation dates will be offered in order of seniority to employees who are on a waiting list maintained by the Company. If the desired vacation dates become available, the employee will be awarded those dates. Within seven (7) calendar days the dates must be declined by the employee. If the dates are declined the vacation slot will revert to the next most senior employee on the waiting list.
- 15.05 **Vacation Pay:**
- 15.05.01 Employees discharged or resigning from the Company are entitled to receive pay or be debited based upon their vacation entitlement. The date of separation will not be extended beyond the date of actual termination of employment.

- 15.05.02 Vacation accrued but not taken by employees who are laid off will be paid at the time of lay off.
- 15.05.03 Vacation pay will be adjusted to compensate for overtime hours worked. This Top Up will be based on the employee's regular rate of pay during the vacation period or will be equal to two percent (2%) of gross earnings during the period the vacation was earned for each seven (7) days of entitlement, to a maximum of six (6%) percent, whichever is greater.
- 15.05.04 The comparison between the employee's regular rate of pay and the percentage of gross earnings provided for in Articles 15.05.03 will be done by the Company at the end of each calendar year. The employee will be paid the difference, if any, by the end of February.
- 15.05.05 Vacation not utilized during the vacation year will be transferred to the Cash bank.

Article 16 - Grievance Procedure, Arbitration, Discipline, Suspension, Discharge

- 16.01 All grievances or disputes will be settled finally and conclusively by the procedures described in this Article without interference with or a stoppage of work.
- 16.02 A "Grievance" means any difference between the persons bound by the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any questions as to whether any matter is arbitrable.
- 16.03 Time spent by the grievor(s), and employees (including Union representatives) required to attend, during their hours of work, a grievance hearing at the Informal Step, Step 1 or Step 2, or a disciplinary investigative hearing will be considered time worked and will be paid accordingly. The parties will endeavour to schedule such meetings during the normal hours of work of those attending.
- 16.04 Union representatives will be recognized in discussing any grievance or complaint of any employee. At any stage of the grievance procedure, other representatives of either the Company or the Union may be in attendance as required.
- 16.05 **Designates** - At any stage of the grievance procedure, the Company or Union may appoint a designate. Where a decision is rendered by a designate, that decision becomes the final decision for that level.
- 16.06 **Individual Grievance** - If an employee and/or a Union Representative has a grievance it will be handled in the following manner.
 - (a) **Informal** - After knowledge of the incident causing the grievance, the employee will try to adjust the matter with their immediate supervisor alone or accompanied by a Union Representative or will request the Union Representative to try to adjust the matter on their behalf.
 - (b) **Step 1** - If the informal step does not resolve the matter, a written grievance may be submitted by the Union District Chairperson to the Manager of the Department concerned within ten (10) working days from the time the employee and/or Union District Chairperson became aware of the grievance or the time of the last informal discussion, whichever is the later and subject to leaves of absence, sickness, vacations or other absences. Such grievance will state the type of grievance, the Article(s) allegedly violated and a short outline of the facts giving rise to the grievance. A meeting will be held between the Union District Chairperson and the Manager within ten (10) working days from receipt of the grievance. During the meeting, the Union may have the presence of the employee(s) involved. The Manager will attempt to adjust the grievance without delay, but will give a written answer to the Union District Chairperson no later than ten (10) working days after the meeting.
 - (c) **Step 2** - If the grievance is not resolved at Step 1, it may be appealed, in writing, by the Union District Chairperson to the Director of the Department concerned within ten (10) working days after receipt of the Company's decision at Step 1. A meeting will be held between the Union Regional Bargaining Committee Member and the Director within ten (10) working days from receipt of the appeal. During the meeting, the Union may have the presence of the employee(s)

involved. The Director will attempt to adjust the grievance without delay, but will give a written answer to the Union Regional Bargaining Committee Member no later than ten (10) working days following the meeting. If the grievance is not resolved at this step, it may be advanced by the Union to arbitration, or any other procedure provided for in the Canada Labour Code. The process of Mediation/Arbitration will be used if both parties agree.

16.07 **Policy/Group Grievance** - When the grievance has a general application and/or will affect more than one employee, the Chairperson of the Union Bargaining Committee may submit a written grievance to the Human Resources Department. Such grievance will state the type of grievance, the Article(s) allegedly violated and a short outline of the facts giving rise to the grievance. A management representative from the Human Resources Department and the Union Bargaining Committee Chairperson will meet within ten (10) working days of the receipt of the written grievance. The management representative will attempt to adjust the grievance without delay, but will give a written answer to the Union Bargaining Committee Chairperson within fifteen (15) working days of the hearing and this answer will be considered the Company's Step 2 response. If the grievance is not resolved at this step, it may be advanced to arbitration by the Union, or any other procedure provided for in the Canada Labour Code. The process of Mediation/Arbitration will be used if both parties agree.

16.07.01 The Company will also have the right to submit a grievance to the Union. Such grievance will be submitted in writing by the Director of Human Resources to the Union Bargaining Committee Chairperson and will state the type of grievance, the Article(s) allegedly violated and a short outline of the facts giving rise to the grievance. The Director and the Union Bargaining Committee Chairperson will meet within ten (10) working days of the receipt of the written grievance. The Bargaining Committee Chairperson will attempt to adjust the grievance without delay, but will give a written answer to the Director within fifteen (15) working days of the hearing. If the grievance is not resolved at this step, it may be advanced to arbitration by the Company, or any other procedure provided for in the Canada Labour Code. The process of Mediation/Arbitration will be used if both parties agree.

16.08 **Arbitration** - Where a grievance is not resolved at Step 2 the matter may be submitted to arbitration by a single arbitrator in the following manner.

(a) No later than twenty (20) working days following receipt of the Step 2 decision, the National Union may serve notice of intent to arbitrate, in writing, to the Human Resources Department. This notice will include the name of the arbitrator who is to be contacted first to determine their availability.

(b) A panel of arbitrators will be mutually agreed to by the parties and such panel will be listed in Appendix 4 of this Agreement. Empanelled arbitrators may be removed by mutual agreement between the parties and vacancies will also be filled by mutual agreement.

In the event that no mutually agreed arbitrator is empanelled, the party serving notice of intent to arbitrate may request the Minister of Labour to appoint one for each case, or the parties may attempt to come to a mutual agreement on an arbitrator for each case.

(c) An arbitrator will be selected from the panel in the following manner. Each arbitrator will be called upon to act on a rotation basis and the arbitrator will be contacted to determine their availability. If that arbitrator is not available within ninety (90) days but is available at a later date, the parties may agree to accept that date or will proceed to the next arbitrator in order of rotation in the same manner until a mutually acceptable date is agreed. In the event there is no agreement, the first available arbitrator will be selected.

When the next grievance is filed to arbitration, the above process will begin with the arbitrator following the arbitrator who had been the first contacted to determine their availability for the immediately preceding grievance filed to arbitration.

(d) Scheduling of arbitration hearings will also be subject to the availability of the Company and Union representatives and witnesses provided this does not lead to an undue delay in the holding of the hearing(s).

- (e) The arbitrator will hold hearings at which the Company and Union will have the full opportunity to present evidence, witnesses and argument in a process consistent with the requirements of natural justice. The arbitrator will have all of the authority and powers conferred upon an arbitrator pursuant to the provisions of the Canada Labour Code.
 - (f) The arbitrator will issue a written award and will have the authority to render any decision which they consider just and equitable. However, such decision will not be inconsistent with the provisions of this Agreement nor will it alter or modify any of its provisions.
 - (g) The arbitrator's decision will be final and binding on the Company, the Union and the employee(s) involved.
 - (h) The Company and Union will share, equally, the expenses and fees of the arbitrator.
- 16.09 **Mediation/Arbitration** - Where the Company and Union agree, a grievance which is not resolved at Step 2 may be submitted to Mediation/Arbitration in the following manner.
- (a) No later than twenty (20) working days following receipt of the Step 2 decision, or at any time following the expiry of the time limits for the rendering of a Step 2 decision, the National Union may serve notice of its wish to submit the grievance to mediation/arbitration, in writing, to the Human Resources Department. This notice will include the name of the arbitrator who is to be contacted first to determine their availability. The Company will respond to the notice within ten (10) working days following receipt. Failing agreement to proceed with mediation/arbitration, the grievance may be processed in accordance with Article 16.08.
 - (b) The arbitrator will be selected from the panel and hearings will be scheduled in the manner provided for in Article 16.08 (c) and (d).
 - (c) The hearings will be held at a location agreed to by the parties.
 - (d) A maximum of three (3) grievances will be heard at any one (1) hearing and will be heard in the order they were originally filed under Article 16.06(b) or 16.07.
 - (e) The Company and Union will attempt to agree on a written statement of fact for each grievance prior to the hearing. In the event there is no agreement, the Company and Union will provide to the other party, at least five (5) days prior to the hearing, a written outline of the evidence they intend to present during the hearing. Such outline will be of sufficient particularity to permit the other party to prepare for the hearing.
 - (f) The grievances will be presented during mediation/arbitration by a designated representative of the Union and a designated representative of the Company, neither of whom will be a lawyer.
 - (g) The arbitrator will determine their own procedures but will give full opportunity to the parties to present evidence and make submissions in a process consistent with the requirements of natural justice. The arbitrator will have all of the authority and powers conferred upon an arbitrator pursuant to the Canada Labour Code. Where possible, the arbitrator will attempt to mediate a settlement between the parties.
 - (h) Where a settlement is mediated, minutes of settlement will be prepared and signed by the parties.
 - (i) Where a settlement is not mediated, the arbitrator will issue a written award and will have the authority to render any decision which they consider just and equitable. Such decision will be brief and to the point and will not be inconsistent with the provisions of this Agreement nor will it alter or modify any of its provisions.
 - (j) The arbitrator's decision or the mediated settlement will be final and binding on the Company, the Union and the employee(s) involved.

(k) The Company and Union will share, equally, the expenses and fees of the arbitrator.

16.10 **Witnesses** - During the arbitration or mediation/arbitration procedure, the Union and Company may have any witness(es) present who can give evidence on the matter in question. Employees who are Union witnesses will be given time off for a time sufficient for them to appear with such time off being handled as Time Off for Union Business in accordance with the provisions of Article 18.03.

16.11 **Time Limits**

- (a) Time limits specified in the grievance, arbitration or mediation/arbitration procedure may be amended by mutual agreement.
- (b) Working days means Monday to Friday and excludes Saturdays, Sundays and Statutory Holidays, as it relates to time limits in the grievance procedure.
- (c) Any grievance, which has been answered in Steps 1 or 2, will be considered settled on the basis of the last answer given unless appealed to the next step, arbitration or mediation/arbitration.
- (d) The Company and Union recognize the desirability of complying with the time limits provided for and will do their best to so comply. However, the parties also recognize that these time limits should not be applied in a highly technical or unreasonable way unless either party suffers prejudice.
- (e) If either party fails to give a written answer within the time periods provided at any step of the procedure, the grievance will automatically be considered to have been filed to the next step.

16.12 **Discipline, Suspension or Discharge**

- (a) No employee will be dismissed, suspended or otherwise disciplined except for just and reasonable cause.
- (b) Employees will not be disciplined in any manner prior to an investigative hearing into an incident or issue where discipline, suspension or discharge is contemplated. The employee(s) will have the right to produce witness(es) and evidence at the meeting and will have a Union representative present.
- (c) The Company may, at its own discretion, suspend an employee pending investigation into an incident or issue. An employee will not suffer a loss in pay until such time as a hearing has taken place as provided in (b) above and a decision made and communicated in writing to the employee. The Company will not be restricted from conducting investigative hearings or taking disciplinary actions due to the unavailability of Union representation.
- (d) If, in the course of a normal interview, evidence is adduced that would lead the manager to contemplate suspension or discharge, the interview will be immediately adjourned without further discussion of the incident or issue and an investigative hearing will be arranged as provided for in (b) above.
- (e) When disciplinary action is taken, the employee will be provided with a written notice of discipline which will set out the action being taken, the reasons for the action, the period of time the disciplinary reference will remain on file pursuant to (g) below and their right to initiate an appeal under the grievance procedure.
- (f) The Union District Chairperson will receive a copy of all disciplinary notices issued to an employee in their District. The Union will have the right to seek clarification of such notices.
- (g) Employees who feel they have been unjustly dealt with may appeal the Company's decision through the Union. Such appeal will be initiated at Step 1 of the grievance procedure as provided for in Article 16.06. However, where the decision to discipline, suspend or dismiss was made by the Manager of the Department concerned, the Union will have the right to initiate the appeal directly at Step 2.

- (h) The Company's decision in the case of an appeal may either uphold a previous Company decision, fully exonerate and reinstate the employee with no loss of pay or benefits, or render such intermediate decision as may be considered just and equitable.
- (i) **Written Complaints** - All written complaints about employees received by the Company will be open to inspection by representatives of the Union, and a copy given to the employee affected.
- (j) **Disciplinary Records** - Disciplinary actions resulting from misdemeanour offenses will be removed from an employee's record after one (1) year. Records of more serious disciplinary actions will be removed after two (2) years.
- (k) **Personal File** - Employees will be given access to their personal file upon request. When authorized by the employee in writing, Union representatives will be given access to an employee's personal file upon request.

Article 17 - Health and Safety

17.01 The Company will take all necessary precautions to maintain safe, sanitary and healthful conditions at all work places and will, as a minimum, fulfill all of its obligations under Part II of the Canada Labour Code. Health and safety are of paramount importance to all personnel and all employees also have obligations under Part II of the Canada Labour Code, including the obligation to bring any situation which represents a hazard to the health and safety of the employees to the attention of the Health and Safety Committee/Representative.

17.02 **Right to refuse** - It is recognized that consistent with the provisions of Part II of the Canada Labour Code, employees may refuse to use or operate a machine or thing, to work in a place or to perform an activity, if the employee while at work has reasonable cause to believe that:

- (a) the use or operation of the machine or thing constitutes a danger to the employee or to another employee, or
- (b) a condition exists in the place that constitutes a danger to the employee, or
- (c) the performance of the activity by the employee constitutes a danger to the employee or to another employee.

However, an employee may not, under this Article, refuse to use or operate a machine or thing, to work in a place or to perform an activity if:

- (a) the refusal puts the life, health or safety of another person directly in danger; or
- (b) the danger referred to above is a normal condition of employment.

17.03 The Company will post at a place accessible to every employee and at every place directed by a Labour Canada Health and Safety Officer:

- (a) a copy of Part II of the Canada Labour Code,
- (b) a statement of its general policy concerning the health and safety at work of employees, and
- (c) any other printed material related to health and safety that may be directed by a health and safety officer or that is prescribed;

and will make readily available to employees for examination, in printed or electronic form, a copy of the regulations made under Part II that apply to the work place.

17.04 Health and Safety Committee and Representatives

17.04.01 **Health and Safety Committees** - Health and Safety Committees will be established for each workplace according to the following:

<i>Number of Employees</i>	<i>Committee Size</i>
20 - 199	One (1) selected by the Union One (1) selected by the Company
200 +	Two (2) selected by the Union Two (2) selected by the Company

- 17.04.02 **Health and Safety Representatives** - At workplaces with less than twenty (20) employees, the Union will appoint a Health and Safety Representative.
- 17.04.03 **National Health and Safety Co-ordinator** - In addition to the foregoing, the Union will appoint an employee to the position of National Health and Safety Co-ordinator to be responsible for assisting Health and Safety Committees and Representatives in the discharge of their duties and for meeting with the Company at the Headquarters level on matters related to health and safety, including meetings of the Health and Safety Policy Committee.
- 17.04.04 **Health and Safety Policy Committee** - A Policy Committee will be established as required under Part II of the Canada Labour Code. The Union's National Health and Safety Co-ordinator will be the Union's representative on this Committee.
- 17.04.05 The Company and Union will advise the other of the names of the Committee members and Representatives appointed. The Committees/Representatives will, as a minimum, fulfill their obligations under Part II of the Canada Labour Code including but not limited to meeting as required, monitoring all practices needed to enable the health and safety of employees and considering, without delay, all situations involving hazardous conditions and practices brought to its attention.
- 17.04.06 The Company will post and keep posted, in a conspicuous place or places where they are likely to come to the attention of employees, the names, work place telephone numbers and work locations of all of the members of the base Health and Safety Committee or of the Health and Safety Representative.
- 17.04.07 Health and Safety Committee members, Health and Safety Representatives and the National Health and Safety Co-ordinator are entitled to such time from their work as is necessary to carry out their functions and any time spent by them while carrying out any of those functions will, for the purposes of calculating wages owing to them, be deemed to have been spent at their work.
- 17.04.08 Where practicable, no complaint will be instituted with the Government Agency concerned prior to presentation to the Health and Safety Committee.
- 17.05 **Protective Clothing, Devices and Safety Equipment**- Where the nature of the work or working conditions so require, employees will be supplied, at Company expense, all necessary protective clothing (excluding footwear), safety equipment and other protective devices, which will be maintained and replaced, where necessary, at Company expense. Employees are required to use these items where necessary.
- 17.06 **Safety Footwear Allowance** - The Company will pay employees working in positions where the work or working conditions make the use of safety footwear advisable a footwear allowance of two hundred and fifty dollars (\$250) within thirty (30) days of hire or entry into a covered classification and two hundred and fifty dollars (\$250) thereafter payable on the first pay in May and October of each year. The maximum safety footwear allowance paid in a calendar year will be five hundred dollars (\$500).
- 17.07 **Working Alone**
- 17.07.01 No employee will be required to work alone or without regular observation between 2100 and 0600 hours.

- 17.07.02 No employee will be expected to work alone in a situation that is dangerous to life or health, or that is considered contrary to the Canada Labour Code.
- 17.07.03 When safety or workload requires, two (2) employees will be present on out-of-base work assignments.
- 17.07.04 Any question with respect to this Article 17.07 will be referred to the employee's immediate supervisor who will rectify the matter.
- 17.07.05 If the employee's immediate supervisor is unable to rectify the problem, the matter will then be referred to the Health and Safety Committee/Representative, Company Safety Officer and the Union Representative.
- 17.07.06 The application of Articles 17.07.04 and 17.07.05 will have no effect on an employee's right to refuse under Article 17.02.
- 17.08 **Bomb Threat** - The Company will not require employees to participate in searches of Company equipment, property or premises in the event of a bomb threat. While this provision does not preclude voluntary participation in such searches, the Company will inform the employees that a bomb threat has been reported before requesting the employees to search or service the Company's equipment, property or premises.

Article 18 - Union-Management Communications

18.01 Union Management Meetings

- 18.01.01 It is recognized that meetings, between the Company and the Union are essential to the maintenance of good relations between employee and employer and the establishment of mutual confidence and trust.
- 18.01.02 Union Management meetings will be held locally and at the Headquarters level, to promote better communication, mutual respect and understanding between the Company and its employees, to discuss ways and means of improving working conditions, methods, operating efficiency, maintenance of good morale and to provide for advance discussion of changes effecting the work or working conditions of employees.
- 18.01.03 At the Headquarters level meetings will be held at least once each calendar quarter and locally as required on dates mutually agreeable. The dates for such meetings will be established in advance but may be altered or cancelled on mutual agreement. Minutes of such meetings will be prepared and made available to all concerned following approval of both parties.
- 18.01.04 Union Management meetings will not be considered as being in lieu of the grievance procedures.

18.02 Letter of Understanding

- 18.02.01 Any Letter of Understanding negotiated between responsible officers of the Company and the Union Bargaining Committee will be deemed to form part of this Agreement as if it had been incorporated herein. Each Letter of Understanding will be identified by a heading and a number, and must be signed by the appropriate representatives of both parties.

18.03 Union Representatives

- 18.03.01 The Union will notify the Company in writing of the names of its elected or appointed representatives.
- 18.03.02 The Company recognizes the importance of prompt handling of Union business, such as the handling of grievances throughout the process, negotiating of amendments to agreements, and the attendance of Union meetings at various levels; the Company further recognizes the importance of the role of Union officers in carrying out the functions of Union business. It is

therefore agreed that Union Representatives may be granted reasonable time off to carry out such functions. This time will be allowed as promptly as possible consistent with service pressures. In order to facilitate this process it will be the obligation of the Union Representatives to afford as much notice as possible of such needs, and to clear their activities both with their own supervisors and with the supervisors of the employees and personnel involved in any problem situation.

- 18.03.03 Where the Union requests time off for employees to attend pre-scheduled educational training, the Company will, subject to being given a minimum two (2) weeks advance notice, ensure those employees so designated will be released from duty to a maximum of two (2) per base with additional employees released subject to operational requirements. Where less than two (2) weeks advance notice is provided, the release from duty will be subject to operational requirements. The Union will request such time off from the Company at the Headquarters level and such requests to the Company will afford as much notice as possible.
- 18.03.04 Time off for which the Company has agreed to absorb the cost on a lost time basis will include meetings with the Company. In addition, the Company will absorb the cost of lost time due to Union business up to a maximum of two thousand, five hundred and eighty (2,580) hours per calendar year. Time from this bank will be limited to members of the Union Bargaining Committee, District Chairpersons and any other Union Executive.
- 18.03.05 Except as provided for in Article 18.03.04, the Union will bear the cost of all "actual time" lost by Union members and representatives while participating in activities authorized by the Union. This will include but is not limited to: Union conventions; executive meetings; meetings to discuss internal Union business. The Union will provide reasonable notice and the time off will not be refused unreasonably.
- 18.03.06 The Union will be billed for the time off except in those situations where the Company has agreed to absorb the cost. The time billed will be the actual scheduled time lost and no account will be taken of the fact that in some cases the absent employee may not be replaced, or that the employee may be replaced at overtime or recall rates. In any case, the employees involved will not be debited or removed from the payroll. Such billing will be provided to the Union on a quarterly basis.
- 18.03.07 Space available passes for transportation over the Company's lines will be issued on request and without service charge, to Union Representatives who are Company employees and to any other Union Representatives who are Union Vice-Presidents or full-time employees of the Union. When meetings with the Company are involved, the employee will be provided with free "positive space" transportation over the lines of the Company consistent with rules governing positive space business travel. Such passes will only be used in the execution of their duties.
- 18.03.08 Notwithstanding the provisions of Article 6, and for the purpose of facilitating the conducting of Union business, the Vancouver, Calgary, Toronto, London, Montreal and Halifax District Chairpersons will, if requested in writing by the Union Regional Vice-President and subject to their qualifications and the shift requested being worked at the location in question, be given a preference in bidding a shift of their choice which has hours of work similar to those hours worked by management in their location.
- 18.04 **Corporate Reorganization** - In the event the Company changes ownership, merges with another Company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the Union recognition and/or certificate issued by the Canadian Industrial Relations Board (CIRB) then in existence will not be affected in any way except as otherwise governed or directed by the Board. The Company further agrees to enter into negotiations with the Union relative to protection of employee's seniority and other conditions of this Agreement. Failing settlement, the provisions of the Canada Labour Code will apply.
- 18.05 **Technological Change** - The Company and the Union agree that in the event of a technological change the Canada Labour Code provisions pertinent to technological change will apply.

- 18.06 **Bulletin Boards** - The Company will provide bulletin boards for the use of the Union at appropriate locations upon which the Union will have the right to post notices relating to matters of interest to the Union and the employees.
- 18.07 **Orders in Writing** - All orders to an employee involving a change in location or assignment, promotion, demotion, discipline, discharge, lay off, leave of absence and vacation dates will be stated in writing with copies to the employee's Union District Chairperson.
- 18.08 **Company Manuals** - The Company will make available to all employees, manuals and policies affecting the working conditions of employees and will provide copies of such, together with revisions thereto, to the Union as requested.
- 18.09 **Paid Education Leave**
- 18.09.01 The Company agrees to pay into a special fund established by the Union, three thousand (\$3000.00) per month for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies will be paid into a trust fund established by the National Union, CAW and sent on a quarterly basis by the Company to the following address: CAW-Canada PEL Fund, 205 Placer Court, Willowdale, Ontario M2H 3H9 with cheques made payable to the CAW Leadership Training Fund.
- 18.09.02 Subject to having received a minimum of two (2) weeks advance notice, the Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence for up to twenty-three (23) days of class time, as required by the Union, plus travel time where necessary, such time which may be taken intermittently over a twelve (12) month period from the first day of leave. Such leaves will not exceed one (1) employee per base, per PEL session with additional leaves granted subject to the agreement of the Company. Employees on such leave of absence will be considered as being on time-off Union business as provided for in Article 18.03.05.
- 18.10 **Data to be Supplied to the Union** - With each remittance required under Article 20.06, the Company will supply the Union with a list containing the following information:
- Employees by base, classification and rate of pay;
 - Employees on lay-off;
 - Newly hired employees, including transferees;
 - Employees on leaves of absence and the reason;
 - Employees on Accident & Sickness, Long-term Disability or Workers' Compensation;
 - Addresses and Postal Codes
- 18.11 **New Employee Introduction** - The Company agrees to allow a Union representative one (1) hour of time during new employee basic training, and without the presence of management, in which to address the new employees on various aspects of the Union and the collective agreement. The Union representative will be selected by the Union and the one (1) hour of time will be absorbed by the Company on a lost time basis. Any additional time required will be as provided for in Article 18.03.05.

Article 19 - General

- 19.01 **Work Clothes** - Work clothes will be provided to all employees according to the following:
- (a) On an annual basis all employees will receive a yearly allotment of four (4) sets of work clothes. New hires will be supplied an extra three (3) sets of work clothes above the normal yearly allotment. Each set of work clothes will consist of the following:

a pair of work pants and one (1) shirt
or
1 coverall/shop coat

Each employee will have the option of specifying any combination of these items, including specifying long or short-sleeved shirts (including golf shirts) or coveralls or shop coats, up to the four (4) set maximum. In addition, employees will have the option of exchanging one (1) shirt for two (2) t-shirts, or one (1) sweatshirt or one (1) turtleneck shirt, on an annual basis and having one of their coveralls insulated.

(b) The following items will be provided every two (2) years:

- 1 winter parka
- 1 light jacket
- 1 belt
- 1 light insulated vest
- 1 reflective jacket
- 1 pair wind breaker pants

Each employee will have the option of exchanging a winter parka or light jacket for a mid-weight lined jacket.

- (c) In addition to the above, coveralls will be made available to employees working in Company maintenance facilities for use in particularly dirty jobs.
- (d) Where the job duties require, employees will be provided with one (1) set of rainwear. Rainwear will have no specified life and will be replaced on an exchange basis, subject to Company approval.
- (e) In the event a change in the work clothes design is contemplated where the Company creates its own distinct look, a Joint Work Clothes Committee will be formed.

19.01.01 **Maintenance and Cleaning** - In bases of twenty (20) or more employees, the maintenance and cleaning of work clothes will be the responsibility of the Company. In all other bases, the Company will either maintain and clean clothes or, subject to the provisions of the Canada Labour Code, the employee will be responsible with the Company providing an allowance of eighteen dollars (\$18.00) per month for expenses incurred in the maintenance and cleaning of work clothes.

19.02 Copies of Agreement

19.02.01 The Company and the Union desire that all levels of Management and all employees affected by this Agreement be familiar with the provisions herein. For this reason, all employees and all levels of Management concerned will be given a copy of this Agreement, and any subsequent changes including Letters of Understanding, in both official languages if required.

19.02.02 As soon as practical, the Company and the Union will meet to prepare a final draft of the Collective Agreement and to agree upon the arrangements necessary for the printing of the Agreement. The Union will be responsible for the typing of the final draft and the Company will be responsible for the cost of the printing and translation of the Agreement.

19.03 Benefit and Insurance Plans

19.03.01 In accordance with the arbitration award of December 7, 2001, benefit and insurance plans have been referred to the parties for further discussion for a period of ninety (90) days, or a date mutually agreed, so as to provide an opportunity to develop a mutual understanding of the content of the integrated plans, and to implement the standardized plan across the bargaining unit. In the event the parties are unable to resolve any of the administrative matters within ninety (90) days of December 7, 2001, such matters may be referred back to the arbitrator for a final and binding decision.

Effective August 1, 2003 cost sharing will move from 75% Company/25% employee to 50% Company/50% employee will remain in effect for the term of the Agreement.

- 19.03.02 In the event of a dispute between the employee/Union and an insurer or carrier concerning the payment of benefits under any such policies or plans, the Company will, if requested by the employee/Union, discuss the matter with the insurer or carrier as the case may be in an attempt to adjust or settle the dispute and the employee/Union will be advised accordingly.
- (a) In the event the dispute results from a conflict between the summary of the employee's benefit plan and the terms of the contract or contracts with the insurance carrier(s) through no fault of the employee, the document providing the greater benefit will prevail and, if necessary, the Company will be responsible for providing the benefit(s). The Company reserves the right to make the necessary correction to the summary which would then apply in the future.
- (b) In the event the dispute involves the Company's failure to arrange for the necessary coverage with the result that the employee is denied coverage under the plan(s) by the carrier(s), or the coverage provided is not to the extent required, the Company will be responsible for providing the benefit(s).
- 19.03.03 **Continuation During Leave** - Employees who wish to continue their participation in benefit and insurance plans during a leave of absence without pay, except maternity or child care leave, or layoff, may do so within the limits of the various plans. Such employees will, in addition to their share, be responsible for the Company's share of the premiums for such plans in accordance with arrangements made between the Company and the employee.
- (a) Employees on maternity or child care leave who wish to continue their participation in benefit and insurance plans during their leave may do so subject to the employee, within a reasonable time, paying the employee share of the contributions for such plans for the period of the leave.
- (b) (Premium waiver during absences due to illness/injury will be resolved during discussions held pursuant to Article 19.03.01.)
- 19.03.04 **Delayed Disability Claims** - For any period of total disability and where either the employee's Workers' Compensation or Accident and Sickness Insurance claim has been delayed, the employee will, subject to completing an assignment form agreeing to reimburse the Company, receive an amount equal to the anticipated benefit for a period not exceeding sixty (60) calendar days.
- 19.04 **Pension Plan** - All employees (except employees who are presently not members and who do not wish to become members) will be enrolled in the Pension Plan on the first day of the month following successful completion of the probation period. Each participating employee is required to make contributions by payroll deduction equal to 5% of their gross pay. The Company will contribute an equal amount on behalf of the employee each month. Effective July 1, 2014 the Company will contribute 6% of each participating employee's gross pay. Additional voluntary contributions by the employee will be as provided for in the Plan.
- In accordance with the arbitration award of December 7, 2001, the pension plan has been referred to the parties for further discussion for a period of ninety (90) days, or a date mutually agreed, so as to provide an opportunity to develop a mutual understanding of the content of the integrated plans, and to implement the standardized plan across the bargaining unit. In the event the parties are unable to resolve any of the administrative matters within ninety (90) days of December 7, 2001, such matters may be referred back to the arbitrator for a final and binding decision.
- 19.04.01 During periods of absence due to maternity leave, child care leave or short term disability, the employee will have the opportunity to elect to make regular required contributions during the period of absence, either on a monthly basis or by lump sum based on their rate of pay immediately prior to the leave. Where the employee elects not to make their regular required contributions, the employee will have a twelve (12) month period following their return to work in which they may elect to implement the buy-back of service lost by contributing a predetermined amount, not to exceed 18% of their total income. In both cases, the Company will contribute an equal amount on behalf of the employee, up to the maximum of the five (5%) per

cent. In both cases, effective July 1, 2014 the Company will contribute 6% of each participating employee's gross pay.

- 19.04.02 The Union will appoint up to two (2) representatives to the Joint Pension Committee. Time off will be handled pursuant to Article 18.03.
- 19.05 **Tool Insurance Deductible** - The deductible portion payable by an employee for a claim under Tool Insurance will be no greater than one hundred dollars (\$100.00) per occurrence. In order to qualify for payment of a claim, an up-to-date inventory list must be on file with the Company and will be subject to verification with the Company. Further, with respect to an employee being required to modify a tool in order to perform their normal duties, the Company will replace such tools at no cost to the employee, at which time the modified tool becomes the property of the Company.
- 19.05.01 Within the limits described in Letter of Understanding No. 3 (Tool Purchase Agreement), when employees purchase tools required for the performance of their duties for the Company, the Company will be invoiced for the purchases. Employees agree to reimburse the Company by means of payroll deduction. An employee will be required to sign a copy of Letter of Understanding No.3 before participating in the Tool Purchase Plan.

Note: The foregoing will be effective for all employees in the year following the implementation of the CYBORG payroll system, or effective in the year 2003, whichever is the earlier. Prior to it being effective, current practices will apply.

19.06 **Expenses**

- 19.06.01 Any employee who in the performance of their work is required to be away from their home base for a period of twenty-four (24) hours will be allowed reasonable and necessary expenses for accommodation, transportation, laundry and other requirements and will be paid a per diem of eighty dollars (\$80.00) for meals. Employees who work overtime during this period will be provided with meal periods in accordance with Article 6.07 but will not receive any additional meal allowance.
- 19.06.02 Any employee who in the performance of their work is required to be away from their base for a period of less than twenty-four (24) hours or in excess of a multiple of twenty-four (24) hours will receive the following meal allowance during any part of each of the following periods:

	Shift/Times		
Meal	Day Shift	Night Shift	Allowance
Breakfast	0600 - 0900	1800 - 2100	\$15.00
Lunch	1100 - 1400	2300 - 0200	\$25.00
Dinner	1700 - 2000	0500 - 0800	\$40.00

- 19.06.03 All reasonable costs of hotel or motel accommodations (single basis) will be paid by the Company. A hotel room will be booked, at the request of the employee, if more than five (5) hours are to elapse between the end of an out of base assignment and the Company-arranged flight departure back to home base. Hotels/motels used will be the same as those used by other Company employees.
- 19.06.04 On out of base assignments outside of Canada, meal allowances will be calculated in US funds and converted and paid in Canadian funds. The official exchange rate will be the highest noon buy rate for the month as established by Air Canada Treasury Department.
- 19.07 **Out of Base Allowance** - An employee who, in the performance of their work is required to be away from their home base will be paid an allowance of twenty-five dollars (\$25.00) for each twenty-four (24) hour period. An employee who is filling a relief assignment at another base will not be paid in accordance with the foregoing but will be paid a premium of ninety cents (90¢) per hour for all time worked at the other base which will be in addition to any other premiums and allowances. The foregoing will not apply to an employee required to be away from their base to attend a training course.

- 19.08 **Out of Location Allowance** - An employee who, in the performance of their work is required to be away from their location and reporting to a different airport within their base, will be entitled to the following:
- The employee will be entitled to report to their location at the start of their shift.
 - If the employee reports to their location, necessary and reasonable travel time between the employee's location and the place where the work is to be performed will be considered as time worked.
 - If requested by the employee, the Company will provide or arrange for the employee's transportation from their location to the place where the work is to be performed.
 - Subject to prior approval by the Company, the employee may use their own transportation to travel to and from the place where the work is to be performed. In such cases, the employee will receive automobile expenses at forty-two cents (42¢) kilometre, or such greater amount as provided for under Company policy. Parking expenses supported by receipts will be reimbursed.
 - If the employee elects to report directly to the other place, travel time will not apply. However, automobile and parking expenses will be as provided in the foregoing.
- 19.09 **Moving** - When an employee moves from one base to another, at the request of the Company or in accordance with Article 10, and subject to displacing the most junior employee in his classification in the system, the employee will be allowed the following.
- 19.09.01 Free positive space air transportation on the Company's system to the new base for the employee and the members of their immediate family who are currently residing with the employee to the extent permitted by law.
- 19.09.02 Automobile expenses at forty-two cents (42¢) kilometre, or such greater amount as provided for under Company policy, for the movement of the employee's automobile to the new base. A second automobile may qualify for the expenses subject to the relative cost of shipping.
- 19.09.03 Relocation expenses of one thousand five hundred dollars (\$1,500.00) to cover resettlement costs. The amount shall only be claimed when an actual move occurs. Relocation expenses in excess of the non-taxable limit set by Revenue Canada (currently \$650.00) will be supported by original receipts or a letter from the employee certifying that they will incur expenses as per the non-accountable expense listing which is provided by Revenue Canada.
- 19.09.04 Costs associated with the sale of the employee's present home or the breaking of the lease of their present home and/or the purchase of a new home at the new base. Such costs will include real estate fees, legal and notarial fees, etc., up to a maximum of five thousand two hundred dollars (\$5,200.00). Receipts will be required.
- 19.09.05 Reasonable living expenses for the employee and dependent members of their family at the new base for a period not exceeding two (2) weeks. Receipts will be required. In extenuating circumstances this period may be exceeded in which case special arrangements will be made with the authorization of the department head.
- 19.09.06 Time off with pay for five (5) calendar days at such time as the employee deems necessary for the establishment of a permanent domicile at the new base, subject only to operational requirements.
- 19.09.07 Moving expenses for personal effects of up to 6,818 kilograms (15,000 pounds) gross weight provided the employee moves their residence to a place within their new base. Should an employee elect to move their residence to a place outside of their new base, the employee will be allowed only those moving expenses applicable to a move within their new base.
- 19.09.08 The Company will provide employees who are eligible for a Company-assisted move with the

full details of the moving allowances and any other assistance available as soon as the move is known or upon request by the employee.

- 19.09.09 Any expenses to be paid pursuant to this Agreement will be paid to the employee no later than twenty-one (21) calendar days following submission of the claim by the employee.

19.10 Training and Tuition

- 19.10.01 In the event the Company provides training to employees, and subject to the exceptions contained in Article 19.10.01.01 and 19.10.01.02, such training will be provided in order of classification seniority to employees in the base, location and classification from which employees are being offered training, up to the number of employees required by the company. If training cannot be provided in order of seniority due to the absence of an employee or if such would result, in the Company's opinion, in a depletion of expertise among the remaining work force, employees not trained in order of seniority will be trained at the first opportunity within ninety (90) days and such employees will not be prejudiced in any manner as a result thereof.
- 19.10.01.01 (a) Apprentices may be bypassed for fuel tank entry training and endorsement courses. However, an Apprentice who has only six (6) months remaining in their apprenticeship program and who has successfully written all of their Transport Canada exams except CARS will not be bypassed. Other similar situations, which justify an exception, will be by mutual agreement between the Company and Bargaining Committee Chairperson.
- 19.10.01.01 (b) Where safety and compliance training is deemed mandatory for all employees, the Company may schedule for individuals in any order.
- 19.10.01.01 (c) At the Company's discretion up to 12% of the available seats on each course will be made available to employees who have completed their probation period and hold a TC license with no ACA. Within this group of employees, the training will be offered in order of seniority. Senior employees will not be disadvantaged because a junior employee attended training under this provision. In addition, should one or more bases have 20% or more of its personnel licensed without an ACA, one (1) additional seat will be granted to one such base.
- 19.10.01.01 (d) Employees will only be scheduled for the endorsement training if they have successfully completed the MCM/MPM training and have successfully completed the test required to hold an ACA 30 days prior to the course start date.
- 19.10.01.02 Employees who fail a training course will not be eligible to receive the same course for a period of at least twelve (12) months. This time period will increase to twenty-four (24) months in the case of a second failure, and to forty-eight (48) months in the case of a third failure. Should an employee fail a course a third time, they will not be eligible for further such training unless the parties mutually agree otherwise.
- 19.10.01.03 The Company will post a bulletin for training courses which are one (1) week or longer outlining training opportunities which are being made available to employees outside of a classification, base or location so that employees may signify their desire to receive such training.
- 19.10.02 All training in accordance with Article 19.10.01 and other training for scope duties will be considered as time worked. If classroom training is six (6) hours or more in duration, the employee will not be required to return to duty, without loss of pay.
- 19.10.03 Any employee, who enrolls in a course at any recognized educational institution which is designed to upgrade their current skills on the job or to provide useful training in their career with the Company, will be reimbursed one-half of the cost of tuition and textbooks for such courses taken outside normal working hours. Prior to enrolling in a course, the employee must receive Management approval that the course is eligible for cost sharing. The Company will respond to an employee's request for cost sharing no later than fourteen (14) days after the submission of the request. Any qualifications or experience attained as a result of such courses will not be considered as a qualification for the purposes of Article 10 or 12.

19.10.04 An employee who requests, in writing with a listing of their qualifications and experience, a letter of recommendation from the Company to write exams for the issuance of an Aircraft Maintenance Engineer license or endorsement and who is declined such a letter, will be provided with written reasons from the Company within seven (7) calendar days of the declination.

19.11 Harassment and Workplace Conflict

19.11 The Company recognizes the right of employees to work in an environment free from harassment. All employees are to treat others with courtesy and respect and to discourage harassment. Violation of this principle as covered by this article may be dealt with by way of disciplinary sanctions up to and including dismissal.

19.11.01 Harassment is defined as any course of vexatious comment or conduct that is known to be unwelcome. Harassment creates an intimidating, threatening, coercive, or hostile work environment such that an individual's (a) work performance is impaired; b) employment relationship is adversely affected, or; (c) dignity is denied.

19.11.02 Harassment is not to be construed as properly discharged management responsibilities such as the delegation of work assignments, the assessment of discipline or other activities that does not undermine the dignity of the individual. No employee covered by this agreement will be lawfully interfered with, coerced, or discriminated against by the Company, its officers or agents, because of lawful activity on behalf of the Union; or failure to act upon a directive which is illegal or contrary to any provision of the Collective Agreement.

19.11.03 The workplace is defined as any Company facilities and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms, and parking lots. Harassment between employees that occurs outside of the aforementioned areas and which has a substantial workplace impact may also be subject to this policy.

19.11.04 Harassment may be further understood as follows:

19.11.04.01 Human Rights harassment is defined as any course of vexatious comment or conduct that is known or ought reasonably known to be unwelcome based on the protected groups in Canada Human Rights Act. Those protected groups (or prohibited grounds of harassment) are as follows: race/colour, religion, disability (including dependence of alcohol or drugs), age, sex, marital status, sexual orientation, national or ethnical origin and pardoned conviction.

19.11.04.01.02 Sexual Harassment may be any singular or repeated comment, gesture, contact, or conduct of a sexual nature that ought to be reasonably to be known or unwelcome. Sexual harassment targets gender and includes pregnancy and childbirth. Such conduct is usually one sided and coercive, may be overt or implicit, and may include:

- Sexual innuendo (perhaps in the guise of humour)
- Touching or patting
- Sexual suggestive remarks or other verbal abuse about gender
- Demands for sexual favours
- Leering or compromising invitations
- Physical assault Implied or actual threats directed at the victim targeting their personal safety or employment
- Offensive material or language whether written or visual such as graffiti or degrading pictures
- Placing a condition of a sexual nature on employment such as rewards, avoidance or punishment, or opportunities for training, transfers or promotion.

19.11.04.02 Personal Harassment is defined as any course of vexatious comment or conduct that is known or reasonably known to be unwelcome. This is often referred to as bullying and results in a poisoned work environment for the victim. The following are examples of personal harassment, but are not meant to cover all potential incidents.

- Derogatory or practical jokes that cause awkwardness or embarrassment

- Harassment because of political affiliation
 - Harassment due to place of residence (i.e. receipt of public assistance)
 - Offensive literature
 - Hazing or initiation activities
 - Degrading Comments
 - Ostracizing or shunning employee's
 - Other activities that have an adverse impact upon a person's or group's dignity, or that create an intimidating, hostile, or offensive atmosphere.
- 19.11.04.03 Where harassment complaints are determined to be frivolous, vindictive, or vexatious action may be taken against the complainant or appropriate parties.
- 19.11.05 Complaint Investigation:
- 19.11.05.01 Harassment is one of the most sensitive issues in the workplace. Because of this, a complaint procedure must be flexible, confidential, apply to all situations, available to everyone, and provide a mechanism for investigation. All harassment complaints will be investigated in a prompt, confidential may be subject to discipline.
- 19.11.05.03 All information concerning the complaint will be kept confidential, and all reasonable steps will be taken by the company and the union to ensure this happens. However, should the matter not be resolved through this Article and proceed to arbitration or a human rights tribunal, the investigators report may be subject to subpoena and become part of public record. No information concerning the complaint will be placed on the file of any witness unless it is confirmed that a witness has given false testimony or has acted in a vindictive manner.
- 19.05.05.04 The complainant will have the option of starting the investigation process at Stage 1 or Stage 2
- 19.11.05.05 Stage 1 - Informal Conflict Resolution:
- The informal conflict resolution process will not be utilized to investigate and resolve Human Rights Harassment.
- An employee who believes they have a potential complaint of harassment should make their objection known to the alleged harasser and is encouraged to resolve the matter wherever possible on an informal basis. The employee may choose to ask for the help of their local manager or Union representative to facilitate a meeting between the parties. In an environment of confidentiality, the manager and/or Union representative will outline the complaint procedure, the definition of harassment, and discuss various possible courses of action with the parties in complainant, management or the CAW may decide to discontinue the informal process and escalate the matter to Stage 2.
- While the informal conflict resolution process will not assign formal responsibility for the conflict, management may need to address inappropriate behaviour on the part of individuals involved in the dispute, and warn that future incidents of inappropriate conduct may result in discipline and the more formal investigation process of Stage 2. Stage 1 resolution should be completed within two weeks from the date of the initial complaint.
- When complaints are resolved at this stage the Company and the Union will keep a brief summary of the conflict and its resolution for a period of one year from the date of the complaint, at which time the summary will be removed from both the company's and union's conflict resolution file. This summary is kept to document patterns of behaviour should other similar issues arise within this period regarding any of the parties in the initial complaint.

19.11.05.06 Stage 2 - Formal Investigation:

If the matter remains unresolved, is a serious issue of personal harassment, or is an incident of Human Rights Harassment, the complainant will make a complaint in writing in the form of a signed letter to the President of the Local Union which will be forwarded to the Company's Harassment Policy Coordinator. The signed letter will contain sufficient detail to determine if the matter will proceed to a formal investigation. The CAW and Jazz will each select an individual who will act as an investigator and will communicate the names of their designate to each other.

The Union and the Company designates will then contact each other and arrange to conduct a joint investigation. At the beginning of the investigation the complainant's identity and the general nature of the complainant's identity and the general nature of the complaint will be communicated to the alleged harasser (respondent). The respondent will be given an appropriate amount of information regarding the complainant in order to make a detailed response. When both the complainant and the respondent are members of different bargaining units, the senior executive of the respondent's bargaining unit will be informed by the Company Harassment Coordinator. The respondent's bargaining unit will have the right to appoint the investigator to hear all evidence in the formal investigation. Should a CAW member be the respondent in a complaint lodged under the collective agreement administered by another bargaining agent, the CAW will appoint an investigator to hear all evidence in the investigatory hearing.

19.11.05.07 If the matter remains unresolved at the completion of the investigation, a joint report will be prepared by the investigators. Where the preparation of a joint report is not possible, the investigators must submit separate reports in which case each will receive a copy of the other's report. A recommendation to resolve the complaint will be made by the company investigator. The Union investigator may choose whether or not to submit a recommendation. The report(s) will be submitted within 14 calendar days of the filing of the complaint to the Chief Administrator Officer (CAO) or designate and the President of the Local. An extension of the time limit for submitting the report may be agreed between the Chief Administrator Officer (CAO) or designate and the President of the Local.

19.11.05.08 Within ten calendar days of receiving the investigation reports the Chief Administrator Officer (CAO) or designate shall issue such orders as may be necessary to resolve the complaint. Summarizing the findings of the investigation (harassment has been or has not been substantiated), these orders will be communicated in writing to the complainant, the respondent and the President of the Local Union. At any time during the formal investigation process the Chief Administrator Officer (CAO) or designate shall take measures to separate the employees, if deemed necessary.

19.11.06 Appeals

Where any party to the investigation is not satisfied with the decision of the Chief Administrator Officer (CAO) or designate, a letter requesting a review of the decision will be sent to the Chief Administrator Officer (CAO) or designate within 14 calendar days of receipt of the decision. The Chief Administrator Officer (CAO) or designate and the President of the Local will jointly review the decision. Where the CAW is not satisfied with the decision, the complaint will be referred to expedited arbitration with a single arbitrator. The dates of the expedited arbitration will be set based upon the arbitrator's availability and mutual agreement between the Company and the Union. Agreement on the selection of the arbitrator and the dates of his/her availability to rule on the matter will not be unreasonably delayed or withheld by either party.

Notwithstanding other language in this collective agreement regarding the imposition of discipline and its grievance, the appeal of discipline arising from harassment complaints initiated under Article 19.11 will be resolved through the appeal procedure in the Article 19.11.06.

19.11.06.01 In cases of Human Rights Harassment where the complainant is not satisfied with the final outcome of the process s/he has the right to seek redress under the Canadian Human Rights Act.

- 19.11.07 **Commitment to a Harassment Free Workplace**
 In keeping with the Commitment with Jazz Aviation LP and the CAW to the elimination of harassment in the workplace, it is understood and implied that remedial action is in all cases intended to be appropriate to the situation. It is the expressed agreement of the Company and the Union that remedies range from warning to dismissal. Where changes in the workplace are made necessary by demonstrated harassment, the harasser shall be subject to change such as transfer or reassignment, except when the complainant is transferred at their request.
- 19.11.08 **Time Lines**
 Time lines in Article 19 may be adjusted with the mutual consent of the Local President and CAO of Jazz.
- 19.12 **Employee and Family Assistance Program** - It is recognized that in the airline industry people encounter a wide range of problems not necessarily associated with job functioning, but which can have a serious effect on family, friends, health and ultimately their ability to maintain good and safe work performance.
- It is also recognized that many human problems can be successfully treated provided they are identified in their early stages, and referral is made to an appropriate professional resource.
- This is true whether the problem is one of alcoholism, drug dependency or other medical/social problems.
- The Employee and Family Assistance Program has been developed in order to offer employees and their families access and information to professional resources when they are experiencing problems which may affect their health, their relationships with others or their job performance.
- All employees, retirees and immediate family members (including traditional and non-traditional family members living under a common roof, as well as dependent children who may not be residing in the home) have the right to participate without fear of job recrimination and regardless of their status.
- The decision to accept or reject assistance is the responsibility of the individual and no employee will be compelled to participate.
- 19.13 **Locker/Storage Facilities** - Employees will be provided with individual secure storage space for safe keeping of personal effects. The implementation of this provision may be deferred by mutual agreement between the Company and the Union where acceptable alternate arrangements can be made.
- 19.14 **Parking** - Parking will be provided by the Company for present positions at airport locations. Existing plug-ins will continue to be provided.
- 19.15 **Legal Protection** - The Company will, upon receipt of written request from an employee, defend or participate in the defence of that employee or their estate, to the degree requested, in any legal action arising in connection with the performance of their duties, and will protect and hold them harmless from any judgement rendered in the performance of their duties, save in the case of gross negligence or wilful misconduct. The employee will receive their regular rate of pay for the time lost due to attendance at meetings with their legal counsel and any Court appearances, and reasonable expenses incurred as a result.
- 19.16 **Engineer License Renewals** - The Company agrees to reimburse employees for the renewal of maintenance licenses.
- 19.17 **Use of Personal Vehicle** - Employees will not be required to use their personal vehicle for Company business.

Article 20 - Check-off

- 20.01 The Company will deduct on the payroll for each period from wages due and payable to each employee coming within the scope of this Agreement such sum as may be uniformly assessed by the Union Constitution subject to the conditions set forth herein.
- 20.02 The amount to be deducted will not be changed excepting to conform with a change in the Union's Constitution.
- 20.03 Deductions will commence on the payroll for the first pay period of the calendar month following the first date of employment in a position covered by this Agreement.
- 20.04 If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction will be made from the wages of such employees by the Company on that payroll. The Company will not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.
- 20.05 Only payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds will be made from wages due and payable prior to any deductions under this Article 20.
- 20.06 The amount so deducted from wages, accompanied by a statement of deductions from individuals, will be remitted by the Company to the Union, as may be mutually agreed by the Company and the Union, not later than thirty (30) calendar days following the pay period in which the deductions are made.
- 20.07 At the same time that income tax (T4) slips are made available, the Company will provide each employee from whom deductions were made with a statement of the amount of such deductions made in the previous year.
- 20.08 The Company will not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction pursuant to this Article from an employee's wages, the Company will adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company will adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article, will terminate at the time it remits the amounts payable to the Union.
- 20.09 In the event of any action at law against the parties hereto resulting from any deduction or deductions made from payrolls or to be made by the Company pursuant to the first paragraph of this Article, both parties will co-operate fully in the defence of such action. Each party will bear its own cost of such defence except that if, at the request of the Union, Counsel fees are incurred these will be borne by the Union. Save as aforesaid, the Union will indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.

Article 21 - Duration

- 21.01 This Agreement is effective July 1, 2012 and will continue in full force and effect until September 30, 2015, and may be varied by mutual agreement, in writing, between the parties hereto.
- 21.02 Where notice to bargain collectively has been given the Union and the Company will, without delay, commence to meet diligently to bargain in good faith and make every reasonable effort to enter into a new Collective Agreement.
- 21.03 This Agreement will remain in full force and effect until superseded by another Agreement or until all the requirements of the prevailing Federal laws have been met and no agreement has been reached.

Union Committee

Bob Orr, Assistant to the President, CAW
Ron Smith, Director, Transportation, CAW
John Murawesky, Committee Chairperson
Peter Brown
Ilan Waite
Kim Choy
Benoit Clermont
Tim Way
Larry Arnaud

Company Committee

Colin Copp
Richard Steer
Kirk Newhook
Kal Rebin
Celia Sherbeck
Alain Fournier
Rajib Roy
Maze Hobeyn
Glen Trenaman
John Acenas
Diane Barry

Letter of Understanding No. 1 - Temporary Employees

L1.01 The Company may hire employees on a temporary basis in the following situations:

- (a) To assist the Stores Department in the taking of inventory for those requirements which cannot be filled on an overtime basis in the classification and base.
- (b) During the months of May through August, students on summer holidays may be hired for up to one hundred and twenty-three (123) calendar days. Such students must be bona fide students of a recognized educational institution (i.e. secondary school, college or university) and must be released no later than August 31. In hiring such students, preference will be given to employee family members who are capable of performing the work. There will be no requirement to implement Article 12 prior to hiring for these positions.

Employees in these categories at any base where a staff reduction is occurring will be released prior to the reduction taking effect.

Rates of pay will be in accordance with Article 5 and all premiums and allowances payable will be paid except that employees working for less than one (1) full calendar month will be paid at the hourly equivalent rate for each hour worked.

The provisions of Article 14 will not apply and all credits will be cleared from the temporary employee's time record at the end of each pay period and identified and paid on the pay cheque for each pay period.

Work clothes will be provided, as determined necessary by the Company.

Temporary employees will be represented by the Union and will pay Union dues assessed on the gross basic pay. They will have full rights to Article 16 of this Collective Agreement excluding appeals under Article 16 when released from duty at the end of their term of employment.

Temporary employees will be advised of their term of employment in writing, copy to the District Chairperson, prior to being hired.

Nothing in the foregoing will result in a reduction of work staff.

Temporary employees will not be entitled to free and reduced rate transportation.

Letter of Understanding No. 2 - Compressed Work Week - London, Toronto, Quebec City -

In order to continue the compressed work week shift schedule which exists in London, Toronto and Quebec City and in accordance with Article 6.02.01, the Company and the Union agree to the following:

- L2.01 The shift schedule will consist of the following rotation in each cycle of fourteen (14) calendar days which will constitute the averaging period for the purposes of reaching the standard forty (40) hour work week:
- Two (2) work days
 - Two (2) days off
 - Three (3) work days
 - Two (2) days off
 - Two (2) work days
 - Three (3) days off
- L2.02 Each shift will consist of twelve (12) scheduled hours inclusive of one (1) unpaid meal period of thirty (30) minutes duration scheduled in accordance with Article 6.07.02, and four (4) rest periods, two (2) of fifteen (15) minutes duration each and two (2) of ten (10) minutes duration each. Rest periods will be scheduled in each quarter of the shift, but not in conjunction with the meal period nor the start or termination of a shift, and will be scheduled in such a manner as to provide the benefits for which they are intended.
- L2.03 Notwithstanding the provisions of Article 6.10, shift trades which would result in an employee working the equivalent of a double shift will not be offered or worked.
- L2.04 In the application of Article 7, overtime which would result in an employee working the equivalent of a double shift will not be offered or worked. In addition, overtime under Article 7.03 will be credited at one and one-half times ($1 \frac{1}{2} X$).
- L2.05 Where an employee takes a portion of their vacation on one type of schedule and then changes to the compressed work week schedule, or vice versa, vacation entitlement will be determined by the following method:
- a) Multiply the maximum number of working days available to the employee by the paid hours for each shift.
 - b) Multiply the number of working days taken as vacation by the paid hours for each shift.
 - c) Subtract (b) above from (a) above.
 - d) Divide the result obtained in (c) above by the paid hours for each shift in the new schedule. The result is the maximum number of working days remaining and available to the employee. If the result is .5 or more, rounding is up to the next higher whole number. If less than .5 rounding is down to the next lower whole number.

Letter of Understanding No. 3 - Tool Purchase Agreement

I, _____, acknowledge and agree that the following provisions will apply with respect to tool purchases:

1. Tools purchased under this Agreement will not exceed a maximum balance of \$500.00 at any time. Any amounts billed to the Company in excess of \$500.00 will be deducted from the following pay cheque in addition to the minimum payment of \$25.00 per pay period.
2. The minimum payment will be \$25.00 per pay, which will be deducted from my pay each pay period, commencing upon receipt by the Company of an appropriate invoice.
3. Tools purchased under this Agreement may only be used for Company-related work.
4. The Company reserves the right to deem if the tool is appropriate to the duties required of the employee.

I hereby confirm that I have read, understand and agree with the above conditions.

Date

Employee Signature

Employee Number

Letter of Understanding No. 4

BETWEEN:

JAZZ AVIATION LP
(Hereinafter referred to as "the Company")

AND:

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION and
GENERAL WORKERS UNION of CANADA (CAW-CANADA)
and its LOCAL 2002

(Hereinafter referred to as "the Union")

RE: 10 HOUR NIGHT SHIFT - YYZ

WHEREAS:

- a) The Company identifies YYZ as a line base with the highest amount of work packages assigned relative to other line bases in the system;
- b) The majority of the work packages are planned and assigned during overnight maintenance visits;
- c) The Company intends to increase the touch time of the overnight work packages in YYZ;
- d) The implementation of this LOU will be postponed by one (1) year having the LOU commence in the year 2014 however the seniority bid of this shift for the implementation in the year 2014 will take place during the time lines set in accordance with the Collective Agreement in 2013;

Now therefore, the parties agree to the following:

1. The Company will designate 20 ten (10) hour night shifts for the staff requirements for "M" classified positions to be eligible for annual seniority bid in accordance with Article 6.04.05. There will be a total of ten (10) "M" classified positions on either side of the rotation.
2. The ten (10) hour shift schedule will consist of the following rotation in each cycle of twenty-eight (28) calendar days where the start day will be from a Monday which will constitute the averaging period for the purposes of reaching the standard forty (40) hour work week:

Four (4) work days
Four (4) days off
Six (6) work days
Four (4) days off
Six (6) work days
Four (4) days off
3. A shift differential of 0.8 hours will be applied to the ten (10) hour night shift. The following tables identifies the averaging of the (40) hours work week in a 28 calendar day period as identified in item 2 with the incorporation of the shift differential.

Table 1 – Hours Paid/Worked and on Shift table

Schedule	Hours Paid	Hours Worked/Hours on Shift		
		Day Shift	Afternoon Shift	Night Shift
4 days on 4 days off 6 days on 4 days off 6 days on 4 days off	10	N/A	N/A	9.2/9.7

Table 2 – Shift differential Credits

Schedule	Paid Shift	Shift Differential Credit		
		Day Shift	Afternoon Shift	Night Shift
4 days on 4 days off 6 days on 4 days off 6 days on 4 days off	10	N/A	N/A	0.8

4. Both the District Chairperson or his delegate and the Company may mutually agree to add more Tech 1 ten (10) hour night shift(s) in accordance with Article 6.02.01.
5. The shift schedule with the incorporation of the shift differential from the above table will comprise of a start time of 21:00 ending at 06:42.
6. Vacation requirements will be established in accordance with Article 15.
7. Both the District Chairperson or his delegate and the Company may mutually agree to change the formula of the averaging period for the ten (10) hour night shift. In the event this occurs the schedule of days on and days off may change the averaging period in item 2 and from the schedule in the table in item 3.

This Letter of Understanding shall come into force upon execution and will apply for the term of the Collective Agreement and can be extended by mutual agreement.

All other provisions of the Collective Agreement will continue to apply, except as expressly modified by this Letter of Understanding.

IN WITNESS THEREOF, the parties hereto have signed this AGREEMENT, this 20 day of July, 2012.

Note: Changes and/or additions to “Whereas d” and “therefore 1” were made in accordance with Arbitrator Tom Hodges interest arbitration award dated October 14, 2012.

For the Company:

Richard Steer
Vice President, Maintenance

Kirk Newhook
Director of Line & Heavy Maintenance

Rajib Roy
Manager, Labour Relations

Celia Sherbeck
Director, Heavy Maintenance

Kal Rebin
Director, Line Maintenance

Maze Hobeyn
Manager, Mtce Admin, Shop & GSE

Glen Trenaman
Manager, Financial Service, Mtce

For the Union:

Ron Smith
Director, Transportation, CAW

John Murawesky
Bargaining Chairperson, CAW Tech

Peter Brown
Bargaining Representative, YYC

Kim Choy
Bargaining Representative, YYZ

Ian Waite
Bargaining Representative, YXU

Tim Way
Bargaining Representative, YHZ

Benoit Clermont
Bargaining Representative, YUL

Larry Arnaud
Bargaining Representative, Tech 2

Letter of Understanding No. 5

Between

National Automobile, Aerospace, Transportation and General Workers Union of Canada
(CAW-CANADA) and its LOCAL 2002
(the "Union")

And

Jazz Aviation LP, As represented by its general partner,
Aviation General Partner Inc. ("Jazz")
(the "Company")

Re: Elimination of Avionics, Shop Technician & Component Shop

Whereas:

- a) Both parties recognize there are various employees covered under this agreement who are currently receiving grandfathered wage scales and rates.

THEREFORE the Company and the Union agree to the following:

- a) The attached classification wage scales will continue in force until the classification is no longer populated
- b) These grandfathered rates will continue to receive incremental increases and bargained wage rate increases.

Avionics	Scale	1-Jul-12	1-Jul-13	1-Jul-14
72+ Months	Scale 8	\$27.06	\$27.60	\$28.15
60-72 Months	Scale 7	\$25.66	\$26.18	\$26.70
48-60 Months	Scale 6	\$24.61	\$25.10	\$25.61
36-48 Months	Scale 5	\$23.34	\$23.80	\$24.28
24-36 Months	Scale 4	\$22.23	\$22.67	\$23.12
12-24 Months	Scale 3	\$20.58	\$21.00	\$21.42
6-12 Months	Scale 2	\$19.37	\$19.76	\$20.15
0-6 Months	Scale 1	\$18.75	\$19.12	\$19.51

Component Shop	Scale	1-Jul-12	1-Jul-13	1-Jul-14
72+ Months	Scale 8	\$25.68	\$26.20	\$26.72
60-72 Months	Scale 7	\$24.08	\$24.56	\$25.06
48-60 Months	Scale 6	\$23.36	\$23.83	\$24.30
36-48 Months	Scale 5	\$21.93	\$22.37	\$22.82
24-36 Months	Scale 4	\$20.49	\$20.90	\$21.32
12-24 Months	Scale 3	\$19.04	\$19.42	\$19.81
6-12 Months	Scale 2	\$17.79	\$18.14	\$18.51
0-6 Months	Scale 1	\$17.11	\$17.45	\$17.80

Shop Technician	Scale	1-Jul-12	1-Jul-13	1-Jul-14
72+ Months	Scale 8	\$27.06	\$27.60	\$28.15
60-72 Months	Scale 7	\$25.66	\$26.18	\$26.70
48-60 Months	Scale 6	\$24.61	\$25.10	\$25.61
36-48 Months	Scale 5	\$23.34	\$23.80	\$24.28
24-36 Months	Scale 4	\$22.23	\$22.67	\$23.12
12-24 Months	Scale 3	\$20.58	\$21.00	\$21.42
6-12 Months	Scale 2	\$19.37	\$19.76	\$20.15
0-6 Months	Scale 1	\$18.75	\$19.12	\$19.51

IN WITNESS THEREOF, the parties hereto have signed this AGREEMENT, this 20 day of July, 2012.

For the Company:

Richard Steer
Vice President, Maintenance

Kirk Newhook
Director of Line & Heavy Maintenance

Rajib Roy
Manager, Labour Relations

Celia Sherbeck
Director, Heavy Maintenance

Kal Rebin
Director, Line Maintenance

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For the Union:

Ron Smith
Director, Transportation, CAW

John Murawesky
Bargaining Chairperson, CAW Tech

Peter Brown
Bargaining Representative, YYC

Kim Choy
Bargaining Representative, YYZ

Ian Waite
Bargaining Representative, YXU

Tim Way
Bargaining Representative, YHZ

Benoit Clermont
Bargaining Representative, YUL

Larry Arnaud
Bargaining Representative, Tech 2

Letter of Understanding No. 6 - Part-time Employment

- L6.01 The Company will staff its operation with full-time employees whenever possible. It is recognized, however, that the use of part-time employees may be required in certain situations. Therefore, the following will apply in the use and employment of part-time employees.
- L6.02 The Company may utilize one (1) part-time employee per maintenance base in either Stores or Hangar Attendant.
- L6.03 Rates of pay will be based on the hourly equivalent, for the applicable classification, times the hours worked.
- L6.04 The standard work week will be twenty (20) hours. The standard work day will be four (4) hours excluding a meal and including a rest period. Standard shift schedules for part-time employees will comprise of the standard work week of twenty (20) hours which contain five (5) standard work days of four (4) hours each excluding a meal and including a rest period. Where operational requirements are such, the standard work day may be varied in span following the same principles as established in Articles 6. When two (2) or more part-time employees are scheduled to cover a period of time, the total combined coverage will not exceed five (5) hours from the time of the commencement of the first part-time employee's shift and the termination of the last part-time employee's shift. When more than one period of coverage is required in the same day there will be a minimum of three (3) hours between the termination of one period and the commencement of another.
- L6.05 One (1) rest period and one-half (½) a meal period (15 minutes) will be included in each part-time shift. In the event a majority of the part-time employees affected so desire, the meal and rest periods may be joined into one period, provided Management and the Union District Chairperson agree to such an arrangement. Such period(s) will be scheduled in such a manner as to provide the benefits for which it is intended.
- L6.06 In cases where full-time employees do not wish, or are not available to fill necessary overtime and recall requirements, part-time employees may be used.
- L6.07 For holidays which fall on a part-time employee's day off, the employee will be credited with four (4) hours. When a holiday falls on a working day, the employee will receive a credit equal to one and one-half times (1-½ X) the length of that work day.
- L6.08 Vacations will be bid separately by status and the vacations of employees in one status will not be affected by the vacations of employees in the other status.
- L6.09 The following will apply in the application of Article 14 to part-time employees:
- The Cash Bank will provide a maximum accumulation of three thousand dollars (\$3000).
- In the conversion of time in the time bank to vacation as provided for in Article 14, each multiple of twenty (20) hours will constitute seven (7) calendar days vacation and fractions of twenty (20) hours will be converted to calendar days at the rate of one (1) calendar day's vacation for each three (3) hours.
- L6.10 During periods of training, a part-time employee may be scheduled for the same hours as a full-time employee (including rest and meal periods).
- L6.11 Part-time employees will enjoy the same benefit and insurance plans as established for full-time employees with the same levels of Company/employee contributions.
- L6.12 Except as modified by the foregoing, the provisions of the Collective Agreement will apply to part-time employees; however, this will not preclude further modifications from being agreed upon by the Company and the Union at the Headquarters level.

Letter of Understanding No. 7 - Temporary Management Positions

Notwithstanding the provisions of Article 10.04.03, employees may be utilized in temporary management positions subject to the following:

- L7.01 Employees utilized for temporary management positions will be limited to one (1) such assignment per year not to exceed three (3) calendar months duration.
- L7.02 Assignment to a temporary management position will be voluntary.
- L7.03 Employees in a temporary management position will not be involved in the discipline or discharge of any other employee.
- L7.04 All terms of the Agreement will apply to an employee in a temporary management position with the exception of Article 6.
- L7.05 Temporary management positions will not be available to part-time employees.
- L7.06 In the event an employee accepts a permanent position outside the scope of the Agreement within thirty (30) days of their temporary management assignment, the one (1) year period provided for in Article 10.04.03 will be considered to have commenced at the beginning of their temporary management assignment.
- L7.07 The Company will advise the Union District Chairperson in writing and in advance as to the name of the person filling the temporary management position and the duration. Where advance notice is not possible, such advice will be provided no more than seven (7) calendar days following the commencement of the temporary management position.

Letter of Understanding No. 8

BETWEEN:

JAZZ AVIATION LP
(Hereinafter referred to as "the Company")

AND:

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION and
GENERAL WORKERS UNION of CANADA (CAW-CANADA)
and its LOCAL 2002

(Hereinafter referred to as "the Union")

RE: 15 years or more milestone Cash Bank deposit

WHEREAS:

- a) The Company recognizes employees who have provided services of employment for fifteen (15) years or more;
- b) The Company is willing to remunerate for these years of service;

Now therefore, the parties agree to the following:

- 1. Employee(s) with 15 years or more of employment will receive earnings in accordance with the entitlement in the table below deposited into their Cash Bank on an annual basis.

Paid Shifts in hours	Entitlement
8 hours/day	40 hours
10 hours/day	40 hours
11.4 hours/day	45.6 hours

- 2) Any employee(s) with 15 years or more of employment who have reached their \$6000 Cash Bank maximum will be allowed to exceed the maximum to the monies equivalent to the entitlement in accordance with the above table deposited into their Cash Bank. This excess amount will only be on an annual basis. In the event the excess amount is not utilized within the calendar year and the Cash Bank amount is above \$6000.00 the excess amount will be paid out at the next pay period of the following year.
- 3) Any employee(s) with 15 years or more of employment will be permitted to transfer the milestone Cash Bank deposit from their Cash Bank to top the Stat Bank to a maximum of 185.6 hours.
- 4) The total amount of hours accumulated from all employee(s) with 15 years or more of employment from the above table will be incorporated in the vacation slot calculation as core vacation in accordance with Article 15.02.03.
- 5) Immediately after shift bid each year the milestone Cash Bank earnings as per the table above will be deposited into the applicable employee(s) Cash Bank.
- 6) The milestone Cash Bank deposit shall be earned in the same manner as the normal vacation entitlement in accordance with Article 15.02.01.

This Letter of Understanding shall come into force upon execution and will apply for the term of the Collective Agreement and can be extended by mutual agreement.

All other provisions of the Collective Agreement will continue to apply, except as expressly modified by this Letter of Understanding.

IN WITNESS THEREOF, the parties hereto have signed this AGREEMENT, this 20 day of July, 2012.

For the Company:

Richard Steer
Vice President, Maintenance

Kirk Newhook
Director of Line & Heavy Maintenance

Rajib Roy
Manager, Labour Relations

Celia Sherbeck
Director, Heavy Maintenance

Kal Rebin
Director, Line Maintenance

Maze Hobeyn
Manager, Mtce Admin, Shop & GSE

Glen Trenaman
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For the Union:

Ron Smith
Director, Transportation, CAW

John Murawesky
Bargaining Chairperson, CAW Tech

Peter Brown
Bargaining Representative, YYC

Kim Choy
Bargaining Representative, YYZ

Ian Waite
Bargaining Representative, YXU

Tim Way
Bargaining Representative, YHZ

Benoit Clermont
Bargaining Representative, YUL

Larry Arnaud
Bargaining Representative, Tech 2

Letter of Understanding No. 9

BETWEEN:

JAZZ AVIATION LP
(Hereinafter referred to as "the Company")

AND:

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION and
GENERAL WORKERS UNION of CANADA (CAW-CANADA)
and its LOCAL 2002

(Hereinafter referred to as "the Union")

RE: Heavy Maintenance Shift Schedules and Summer Shut Down

WHEREAS, The Company has announced that it will be closing the London Base and consolidating all Heavy Maintenance operations into the base at Halifax to reduce cost and increase efficiency. The Union has expressed the view that the Heavy Maintenance Employees prefer a compressed work week with a shift of 11.4 hours;

THEREFORE the Parties agree to the following:

1. The Heavy Maintenance shift schedule menu in article 6.02 would only contain an 11.4 hour shift in a rotating configuration of a four (4) days on, five (5) days off, five (5) days on, four (4) days off cycle for the 2013 & 2014 shift schedule. The Company will review with the Union the effectiveness of the schedule. If the Company wishes to utilize a different schedule for 2015 in accordance with Article 6.02 the Company will review the staff requirements with the Union. If an agreement cannot be made by both parties then the matter will go to Arbitrator Tom Hodges for final and binding resolution.
2. Employees working in a Heavy Maintenance base will work a compressed work week with shift lengths of 11.4 hours.
 - a. It is agreed that no more than 50% of the base will work a night shift at any given time.
 - b. The 11.4 hour shifts will include straight days, straight nights and and/or a pattern that includes both days and night shifts.
 - c. Shift differential on the night shift will be as per the Collective Agreement Article 6.02
 - d. Where it is mutually agreed between the Company and the Union District Chairperson the Company can use an eight (8) hour Monday to Friday day shift.
3. This LOU will be effective with the 2013 shift schedule in both YHZ and YXU.
4. Shifts will be bid in accordance with article 6.04
5. Alternative shift schedules can be proposed and implemented by mutual agreement by the Union and the Company.
6. When the consolidation into YHZ occurs, the shift bid for all new positions will be opened for seniority bid in accordance with the provisions of Article 6.04 and Article 12.
7. An annual summer shutdown will approximately occur between July 1st – 31st. The period from July 1 – 31 may be adjusted by mutual agreement by the Company and the Union. The Company will declare the partial shutdown periods in Heavy Maintenance prior to the annual vacation bid. Other period(s) may be agreed upon between the Company and the Union. This Article will be subject to the following conditions:

- (a) The annual summer shutdown will commence with the 2014 vacation bid.
- (b) During the partial shutdown periods mandatory vacation scheduling will be established and opened for seniority bid. For the purposes of vacation these periods will be known as vacation shutdown.
- (c) The vacation shutdown will apply to all Technical 1 employees and may apply to Technical 2 employees in Heavy Maintenance locations.
- (d) The Company will determine the number of slots required while maintaining minimum staff requirements for operational integrity in each classification and position for the vacation shutdown. The maximum slots allocated in the shutdown period will not exceed the equivalent of having one line of heavy maintenance employees on vacation.
- (e) These slots will be deducted from the total number of slots used to determine the vacation slots for the vacation year in accordance with Article 15.02.03. The Union will have the option of moving regular vacation slots occurring during the vacation shutdown period to other periods in the year in an equalized method; this will be declared prior to the posting of the Shutdown Bid slots and the posting of the annual vacation bid slots.
- (f) For clarity in the application of article 15.02.03 positions and classifications where the minimum slot available is only one (1) per day, the Company will not reduce the slots available below the minimum of one (1) slot per day.
- (g) Vacation shutdown slots will be bid first and separately from the Article 15 vacation bid. The commencement of the Vacation shutdown bidding will take place in accordance with the timelines set out in Article 15.03. This vacation shutdown bid will not be considered one of the designated two first preference vacation blocks referenced in Article 15.03.03.
- (h) If during the vacation shutdown slot bidding, the available slots allocated in the shutdown period are not filled, they will be assigned in reverse order of seniority by classification and position. During this process the maximum number of assigned vacation per employee will be two (2) weeks.

This Letter of Understanding shall come into force upon execution and will apply for the term of the Collective Agreement and can be extended by mutual agreement.

All other provisions of the Collective Agreement will continue to apply, except as expressly modified by this Letter of Understanding.

IN WITNESS THEREOF, the parties hereto have signed this AGREEMENT, this 20 day of July, 2012.

For the Company:

Richard Steer
Vice President, Maintenance

Kirk Newhook
Director of Line & Heavy Maintenance

Rajib Roy
Manager, Labour Relations

Celia Sherbeck
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Bargaining Representative, YXU

Tim Way
Bargaining Representative, YHZ

Benoit Clermont
Bargaining Representative, YUL

Larry Arnaud
Bargaining Representative, Tech 2

Letter of Understanding No. 10

BETWEEN:

JAZZ AVIATION LP
(Hereinafter referred to as "the Company")

AND:

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION and
GENERAL WORKERS UNION of CANADA (CAW-CANADA)
and its LOCAL 2002

(Hereinafter referred to as "the Union")

RE: YXU Base Closure

WHEREAS:

- a) This LOU is being formed as a result of the Company and the Union agreeing to four (4) components for the base closure package from the "Letter of Understanding YXU Base closure" document during bargaining and the points outlined within this LOU are meant to enhance the obligations of the Collective Agreement for this specific closure event;
- b) Each component will be set out as an option where each employee receiving a layoff notice will have the preference of choosing one option;
- c) A production incentive will be available to all YXU employees who meet the criteria as set forth within this option;
- d) The Company is targeting the final shutdown to be complete on July 1st, 2013. The issuance of the layoff notices under the Collective Agreement will be distributed within the timelines set in accordance with Arbitrator Tom Hodges award issued on October 14, 2012;
- e) Both parties agree the compliance with the Canada Labour Code notification is satisfied with Arbitrator Hodge's award issued on October 14, 2012;
- f) The parties agree to provide required training on a seniority basis to employees who have indicated their desire to bump or relocate;
- g) Any issues not scoped in this LOU will be subject to the provisions of the Collective Agreement and standard Company Policies and Practices;
- h) The maximum allotment of the travel passes for the VSP option not exceeding six (6) passes as per Air Canada's travel allotment for a VSP was not explicitly written in the tentative agreement but was agreed upon by both parties during bargaining will be incorporated in this LOU;
- i) Any exceptional circumstances that arise from the application of this document will be given consideration and brought forth to the Director of Labour Relations;

Now therefore, the parties agree to the following:

1. Option #1 – Voluntary Separation Package (VSP)

- 1.1 All scoped permanent active employees currently based in YXU will be offered a (VSP) with the following points as well as employees on approved leaves.
 - a. Severance equal to the payment of two (2) weeks per year of service to a maximum of fifty-two (52) weeks.
 - b. This severance will be paid in accordance with the traditional Jazz payroll dates.

- c. Employees who have met a retirement travel milestone will be eligible for travel privileges in accordance with the Retirement Policy. Employees who don't have the retirement milestone will receive one (1) travel pass per year of service for themselves, their spouse and their eligible dependents as described under the Jazz Travel Policy with a maximum of six (6) travel passes. These passes will be on a priority of C3/Y10 for category one (1) employees and a C5/Y10 priority for category two (2) and three (3) employees.
 - d. Employees will be eligible for Benefits for a six (6) month period following separation provided they pay 100% of the cost.
 - e. The employee will be considered as severed from the Company when the program is complete and once accepted, the VSP is considered binding.
 - f. The actual exit date of the employees who elect VSPs will be determined by the needs of service. Once these dates are determined, employees will select in order of seniority.
 - g. Employees who accept the Voluntary Severance Package that have reached the criteria for retirement in accordance with the Jazz Retirement Policy will be able to utilize their accumulated sick credits in accordance with articles 11.05.09 and 11.05.10.
- 1.2 Secondary VSP packages will be offered in those bases where YXU employees bump and cause subsequent bumping issues. These secondary VSP's will be eligible for points above with the additional caveats:
- a. The number of VSPs offered will be equivalent to the number of surplus employees that are being displaced after any open vacancies and positions are filled within the base.
 - b. Eligibility for the secondary VSP's will only be for those employees who have reached 10 years of Company service.
 - c. Employees who accept the Voluntary Severance Package that have reached the criteria for retirement in accordance with the Jazz Retirement Policy will be able to utilize their accumulated sick credits in accordance with articles 11.05.09 and 11.05.10.

2. Option #2 – Relocation to YHZ

- 2.1 All scoped permanent active employees currently based in YXU will be offered Relocation Packages in accordance with the attached program with the following modifications:
- a. The total reimbursement for the relocation package will be twenty-five thousand dollars (\$25,000) for an employee who currently owns a home.
 - b. Notwithstanding the attached relocation policy, there will not be a maximum on real estate related expenses subject to the maximum limitation above.
 - c. The total reimbursement for the relocation package will be fifteen thousand dollars (\$15,000) for an employee who currently rents their home.
 - d. If an employee elects to participate in the relocation package they will be frozen from taking a vacancy outside the YHZ base for a period of twenty-four (24) months.
 - e. To be eligible for the relocation package the employee must relocate their principal residence from their current base to within a one hundred and fifty (150) kilometres radius of the Halifax Heavy Maintenance Facility.
 - f. The employee eligible for the relocation package will complete their relocation within twelve (12) months of the base closure date.
 - g. Relocating employees will be eligible for sixty (60) days of daily per diem at \$65.00 upon arrival in the YHZ base.

- h. Employees who have indicated they are relocating will be offered space available passes on their personal travel priority without service charge for a maximum period of six (6) months or until their relocation is complete whichever is earlier.
- 2.2 Secondary relocation packages will be offered in those bases where YXU employees bump and cause subsequent bumping issues. These secondary relocation packages will be in accordance the above with the following changes
 - a. The relocation allowance for all employees who accept direct transfer to the Halifax Heavy Maintenance base shall be twenty-five thousand dollars (\$25,000) for a home owner.
 - b. The relocation allowance for all employees who accept direct transfer to the Halifax Heavy Maintenance base shall be fifteen thousand dollars (\$15,000) for a home renter.
- 3. **Option #3 – Employees who elect Layoff**
 - 3.1 Employees who elect to accept layoff will have all the rights afforded them in accordance with the Collective Agreement with the addition that they will be eligible for 6 months of benefit coverage on a 50/50 cost share basis.
- 4. **Option #4 – Employees who elect to bump**
 - 4.1 Employees who elect to exercise their bumping rights as a result of a layoff notice will do so in accordance with Article 10.06.03.03 & 10.06.03.04.
 - 4.2 In the event an employee is not successful bumping into another base then that employee can choose Option 1 or Option 3 if they meet the eligibility set in either option.
- 5. **Performance Incentive for YXU Production**
 - 5.1 Effective January 1st the Company will pay a performance incentive to maintain current production levels in the YXU Base on the Base Closure date equivalent to 5% of annual salary if these metrics are attained. Only employees who remain until the base closure date or are released for other mitigation strategies with Management consent will be eligible for the performance incentive payable.
 - 5.2 In accordance with Arbitrator Tom Hodges award the parties reached a clarification on what the metrics defined in the Heavy Maintenance Shutdown LOU and this metric was described during the meeting on September 13th, 2012 as a ratio of Trax planned hours accomplished in comparison to total paid hours as compared to the same period from January – June 2012 including the number of post check defects during the period.
- 6. The layoff notifications will be issued on or about November 12th, 2012 to the London Maintenance employees formally informing of the base closure. Those affected employees will have until March 1st, 2013 to return their decision notwithstanding the twenty-one (21) day provisions of article 10.06.03.01. The layoff letters will include the date of July 1st, 2013 as the base closure date but the parties acknowledge this date may vary due to unforeseen delays and any work that remains in London on this base will be offered to employees in seniority order.
- 7. It is also agreed that thirty (30) day notification period of article 10.06.03.07 will be considered as satisfied through the extension of article 10.06.03.01 above and that employees electing to take the vacancies in Halifax will be allowed 5 paid moving days and their report date for work in Halifax will be on or about July 6th, 2013.

This Letter of Understanding shall come into force upon execution and will apply for the term of the Collective Agreement and can be extended by mutual agreement.

All other provisions of the Collective Agreement will continue to apply, except as expressly modified by this Letter of Understanding.

IN WITNESS THEREOF, the parties have signed this AGREEMENT, this 5 day of November, 2012.

For the Company:

Richard Steer
Vice President, Maintenance

Kirk Newhook
Director of Line & Heavy Maintenance

Rajib Roy
Manager, Labour Relations

Celia Sherbeck
Director, Heavy Maintenance

Kal Rebin
Director, Line Maintenance

Maze Hobeyn
Manager, Mtce Admin, Shop & GSE

Glen Trenaman
Manager, Financial Service, Mtce

For the Union:

Ron Smith
Director, Transportation, CAW

John Murawesky
Bargaining Chairperson, CAW Tech

Peter Brown
Bargaining Representative, YYC

Kim Choy
Bargaining Representative, YYZ

Ian Waite
Bargaining Representative, YXU

Tim Way
Bargaining Representative, YHZ

Benoit Clermont
Bargaining Representative, YUL

Larry Arnaud
Bargaining Representative, Tech 2

Letter of Understanding No. 11

Left blank intentionally.

Letter of Understanding No. 12

Left blank intentionally.

LETTER OF UNDERSTANDING No. 13

Between

Air Canada Jazz Inc.
(JAZZ)

And

National Automobile, Aerospace, Transportation and General Workers Union of Canada
(CAW-Canada)
And its Local 2002

The parties to this agreement agree to the following changes to the current collective agreement:

- 1) At the heavy Maintenance Bases, located in Halifax and London, the “locations” of Line and Heavy will become one location. According to workload levels on the coinciding Line/Heavy schedules, employees can be utilized in either shift schedule. Current line shift schedules, to required staffing levels, will become a bid option within the September 2004 shift bid. This does not retract from the Company’s right under Article 6.04. The changes will be reflected in Appendix 3, will become effective Jan 01, 2005. For the purpose of backfilling vacation in the line shift schedules of the newly created Line/Heavy locations in YXU and YHZ, employees will be drawn from the other coinciding calendar day shift schedules within the location. Where more than one employee is available to provide the necessary coverage, the assignment will be offered in order of classification seniority. If there are insufficient volunteers, it will be assigned in inverse order of classification seniority on the coinciding calendar day shift schedule within the location. In addition 6.05.03 & 6.05.04 will apply.
- 2) The Union agrees to the Company contracting out bargaining unit work with Hot Section Inspections, minor engine repairs and QEC build up.
- 3) The modifications to the terms of the collective agreement set out in this Letter of Understanding shall be conditional, at the Union’s sole option, upon the following:
 - a) The closing and implementation of all arrangements and agreements necessary to and set out in the proposed Deutsche Bank Rights Offering (“Rights Offering”) and the extended Global Restructuring Agreement with G.E. Capital (“GRA”), as approved by the Court on May 4, 2004, without any amendment whatsoever;
 - b) Jazz Air Inc. remaining a wholly-owned subsidiary of Air Canada or Air Canada Enterprises until emergence from CCAA;
 - c) The closing and implementation of all arrangements and agreements necessary to the Plan of Arrangement; and,
 - d) The conclusion of labour cost reduction agreements as required by the Rights Offering and GRA with all other unions representing employees at Jazz Air Inc.
- 4) This agreement will remain in effect for the duration of the current agreement.
- 5) This agreement is subject to ratification of the membership.

For JAZZ:

Scott Tapson
Vice President, Operations & Customer Service

Colin Copp
Director, Labour

John Aguiar
Director, Maintenance and Engineering

David Honsberger
Manager, Labour

Kal Rebin
Manager, Line Maintenance

For CAW:

Carlo Levore
CAW National Representative

Tim Way
Bargaining Committee Chair

Peter Brown
Committee Member

John Murawesky
Committee Member

Tracey Read
Committee Member

Renaud Parent
Committee Member

Ian Waite
Committee Member

Letter of Understanding No. 14

Letter of Understanding
Between
National Automobile, Aerospace,
Transportation and General Workers Union of Canada
(CAW-CANADA)
and its LOCAL 2002
and
Jazz Air Limited Partnership
doing business as Air Canada Jazz (the "Company")

Whereas AMEs in the "S" and "E" classifications are granted a Company ACA for the work that they are properly trained to certify but which may be limited to a level below that of full aircraft certification authority.

and

Whereas the Company has issued Certification Authority to licensed engineers in order to certify components repaired or overhauled in internal shops, and that in such circumstances, this can be considered to be the equivalent of the issuance of an ACA.

and

The parties agree that if the employee is a licensed AME and have received the proper training to certifying the component(s) that they are entitled to an ACA as per Article 4.04 and to receive the applicable Certifying Engineer rate of pay.

The CAW hopes this will meet the Company's requirements in certifying components.

The new pay rates become effective October 1st, 2006. There will be no further retroactivity in pay. The date the employee was given authority to certify parts will be considered the anniversary date for pay purposes.

Signed this day 13th of October, 2006.

For Air Canada Jazz

John Aguiar,
Director Heavy Maintenance

Kal Rebin
Director Line Maintenance

Kirk Newhook,
Director, Labour Relations

For CAW Local 2002

Ron Smith
CAW Canada National

Tim Way
Bargaining Chair

Peter Brown
Bargaining Committee

John Murawesky
Bargaining Committee

Ian Waite
Bargaining Committee

Carlos Cayuqueo
Bargaining Committee

Renaud Parent
Bargaining Committee

Letter of Understanding No. 15

Left blank intentionally.

Letter of Understanding # 16

Between

National Automobile, Aerospace,

Transportation and General Workers Union of Canada

(CAW-CANADA)

and its LOCAL 2002 (“the Union”)

And

Jazz Air LP doing business as Air Canada Jazz (“the Company”)

Continuous Improvement Facilitator (CIF) Position

WHEREAS the Company and the Union recognize the benefits of supporting and improving process within Heavy Maintenance.

THEREFORE the Parties agree to the following:

1. A Continuous Improvement Facilitator (CIF) positions will be established for each Heavy Maintenance base.
2. The purpose of the position is to conduct continuous improvement (CI) and to facilitate CI process sessions for work crews in designated work areas.
3. The employee in this position will function as an integral member of the CI implementation team where he/she will provide input and participate at all levels of discussions in their respective work areas.
4. The roles and responsibilities of an Continuous Improvement Facilitator (CIF) will consist of the following:
 - Lead work teams in Continuous Improvement implementation in an assigned work area;
 - Gather current state data and participate in Value Stream Mapping discussions and sessions;
 - Participate in CI initiatives and develop all employee’s understanding of standard work duties;
 - Maintain the CI suggestion inputs per operating instructions;
 - Serve as production liaison to Management and CAW leadership;
 - Lead work teams in Continuous Improvement in an assigned work area;
 - Gather current state data and participate in Value Stream Mapping discussions and sessions;
 - Participate in CI initiatives and develop all employee’s understanding of standard work duties;
 - Maintain the CI suggestion inputs per operating instructions;
 - Serve as production liaison to Management and CAW leadership;
 - Follow safety guidelines while working and correct unsafe conditions or behaviours;
 - Ensure support to CI activities as required on all shift patterns.
5. Prior to beginning the CIF position an employee being awarded and accepting the CIF position must have completed or will be scheduled to complete all applicable essential CI training.
6. Facilitation of the CI process sessions will include initially a brief familiarization of the work crews in designated work areas with the process and the applicable tools to be used. Once this is complete then the CI session will be conducted to each respective work area.
7. Based on the information gathered through item 6 the CIF will be required to develop follow up action plans as required.

8. The action plan tasks must be coordinated and completed with the input and authorization of the Business Unit Supervisor / Base Manager.
9. The CIF will be required to participate with all employees to implement CI processes, including cell layout, development of performance metrics and fostering a CI culture.
10. In addition the CIF will carry out tasks assigned by Supervisor / Base Manager supporting CI initiatives on the floor and assist in aligning CI initiatives to Departmental objectives.
11. During periods when the CIF is not actively engaged in continuous improvement activities they will assume the normal duties of their trade.
12. The CIF will be responsible for communication and reporting which will consist of:
 - Communicating follow on action plans and task completion.
 - Developing scorecards to monitor improvement activities.
 - Ensure timely communication of Continuous Improvement activities to all personnel, including organizing stand-up meetings at the Scorecard boards.
 - Taking part in structured Crew and Operations meetings.
 - Informing Managers of Action Plan status during related meetings.
 - Documenting activities in a written monthly report to Union Leadership and Management Team.
13. The qualifications will include:
 - Willingness/aptitude to train and be trained.
 - Good rapport on floor and leadership skills.
 - Solid problem solving and data analysis skills.
 - Strong Verbal communication and presentation skills.
 - Ability to speak publicly.
 - Basic computer proficiency.
 - Proficiency in Excel, Word and PowerPoint (data analysis and presentation development)
 - Proficiency in Jazz computer based Maintenance programs.
14. Following each Fall shift bids, the company will post for CIF positions specific to each location and shift. The selection process will comprise of:
 - A qualifying written examination of the CI process which will require 70% for a passing mark;
 - A mock presentation to determine public speaking and presentation skills;
 - A joint structured interview & evaluation process will take place comprising of one (1) Human Resources representative, one (1) Manager, and one (1) Union representative. The candidate must achieve 70% score assessed by the panel through a structured, established, point system. In the event the candidate fails to achieve the passing score, then the next eligible candidate will be considered in order of seniority from the applicants on each shift.
15. Qualifying examinations and the structured interview guide will be jointly developed and agreed to by the Company and the Union.
16. Each appointment to the CIF position shall be for a one year term.

LOU # 16 CIF

This Letter of Understanding shall come into force upon execution, shall run concurrently with the Collective Agreement, and shall form part of it.

All other provisions of the Collective Agreement shall continue to apply, except as expressly modified by this Letter of Understanding.

IN WITNESS THEREOF, the parties hereto have signed this AGREEMENT, this 11th day of June, 2009.

For the Company:

Bernie Adamache
Director of Heavy Maintenance

Rajib Roy
Manager, Labour Relations

For the Union:

John Murawesky
Bargaining Chairperson, CAW Tech

Ron Smith
National Representative, CAW

Letter of Understanding # 17

(LOU)

Between

National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-CANADA)
and its LOCAL 2002

(the "Union")

And

Jazz Air LP, as represented by its general partner,
Jazz Air Holding GP Inc.

(the "Company")

Continuous Improvement Facilitator (CIF) Position

WHEREAS the Company and the Union recognize the benefits of supporting and improving process within Maintenance & Engineering.

THEREFORE the Parties agree to the following:

One full time Continuous Improvement Facilitator (CIF) position will be established for each base comprising or including a component of line Maintenance. These bases will consist of YVR, YYC, YYZ, YUL, YXU, YHZ and YYC Shop. The number of CIF positions may be increased at each base at the discretion of the Company. The Union will be notified prior to the implementation of a new CIF position.

1. The purpose of these positions is to conduct continuous improvement (CI) and to facilitate CI process sessions for work crews in designated work areas.
2. The employee in this position will function as an integral member of the CI implementation team where he/she will provide input and participate at all levels of discussions in their respective work areas.
3. The roles and responsibilities of an Continuous Improvement Facilitator (CIF) will consist of the following:
 - a. Lead work teams in Continuous Improvement implementation in an assigned work area;
 - b. Gather current state data and participate in Value Stream Mapping discussions and sessions;
 - c. Participate in CI initiatives and develop all employee's understanding of standard work duties;
 - d. Maintain the CI suggestion inputs per operating instructions;
 - e. Serve as production liaison to Management and CAW leadership;
 - f. Follow safety guidelines while working and correct unsafe conditions or behaviours;
 - g. Ensure support to CI activities as required on all shift patterns.
4. Prior to beginning the CIF position an employee being awarded and accepting the CIF position must have completed or will be scheduled to complete all applicable essential CI training.
5. Facilitation of the CI process sessions will include initially a brief familiarization of the work crews in designated work areas with the process and the applicable tools to be used. Once this is complete then the CI session will be conducted to each respective work area.
6. Based on the information gathered through item 6 the CIF will be required to develop follow up action plans as required.
7. The action plan tasks must be coordinated and completed with the input and authorization of the Business Unit Supervisor / Base Manager.
8. The CIF will be required to participate with all employees to implement CI processes, including cell layout, development of performance metrics and fostering a CI culture.

9. In addition the CIF will carry out tasks assigned by Supervisor / Base Manager supporting CI initiatives on the floor and assist in aligning CI initiatives to Departmental objectives.
10. During periods when the CIF is not actively engaged in continuous improvement activities they will assume the normal duties of their trade.
11. The CIF will be responsible for communication and reporting which will consist of:
 - a. Communicating follow on action plans and task completion.
 - b. Developing scorecards to monitor improvement activities.
 - c. Ensure timely communication of Continuous Improvement activities to all personnel, including organizing stand-up meetings at the Scorecard boards.
 - d. Taking part in structured Crew and Operations meetings.
 - e. Informing Managers of Action Plan status during related meetings.
 - f. Documenting activities in a written monthly report to Union Leadership and Management Team.
12. The qualifications will include:
 - a. Willingness/aptitude to train and be trained.
 - b. Good rapport on floor and leadership skills.
 - c. Solid problem solving and data analysis skills.
 - d. Strong Verbal communication and presentation skills.
 - e. Ability to speak publicly.
 - f. Basic computer proficiency.
 - i. Proficiency in Excel, Word and PowerPoint (data analysis and presentation development)
 - ii. Proficiency in Jazz computer based Maintenance programs.
14. Following each Fall shift bids, the Company will post for CIF positions specific to each location and shift. The selection process will comprise of:
 - A qualifying written examination of the CI process which will require 70% for a passing mark;
 - A mock presentation to determine public speaking and presentation skills;
 - A joint structured interview & evaluation process will take place comprising of one (1) Human Resources representative, one (1) Manager, and one (1) Union representative. The candidate must achieve 70% score assessed by the panel through a structured, established, point system. In the event the candidate fails to achieve the passing score, then the next eligible candidate will be considered in order of seniority from the applicants on each shift.
15. Qualifying examinations and the structured interview guide will be jointly developed and agreed to by the Company and the Union.
16. Each appointment to the CIF position shall be for a one year term.

LOU # 17 CIF

This Letter of Understanding shall come into force upon execution, shall run concurrently with the Collective Agreement, and shall form part of it. This understanding will expire on June 30, 2012.

All other provisions of the Collective Agreement shall continue to apply, except as expressly modified by this Letter of Understanding.

IN WITNESS THEREOF, the parties hereto have signed this AGREEMENT, this 19th day of August, 2009.

For the Company:

Richard Steer
Vice President, Maintenance

Andrew McMaster
Director of Line & Heavy Maintenance

Rajib Roy
Manager, Labour Relations

For the Union:

John Murawesky
Bargaining Chairperson, CAW Tech

Ron Smith
National Representative, CAW

Letter of Understanding No 18

Left blank intentionally.

Letter of Understanding No. 19

Left blank intentionally

Letter of Understanding No.20

Left blank intentionally

Letter of Understanding 21

BETWEEN:

JAZZ AIR LP
(Hereinafter referred to as "the Company")

AND:

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION and
GENERAL WORKERS UNION of CANADA (CAW-CANADA)
and its LOCAL 2002

(Hereinafter referred to as "the Union")

RE: Shift Definition – Midnight Shift

WHEREAS:

- a) The Company agrees to add the following definition to Article 6.03;
- b) The Union agree to withdraw grievance 713-07-10;

Now therefore, the parties agree to the following:

1. "Midnight Shift – will be any shift which includes a full 4 consecutive hours worked during the period between midnight and 0500 hours on any scheduled shift. Any scheduled Afternoon Shift that meets this criteria will be treated as a Night Shift for the purposes of Article 6.02 Table 2."
2. This agreement will come into effect on the 15th September 2010. Furthermore the Parties agree that should the Narrow Body Operation specified in accordance with LOU 20 not commence Operations, the Company can terminate this LOU at its sole discretion.

All rights and privileges under the current Collective Agreement will continue to apply except as altered herein.

This Letter of Understanding shall come into force and effect upon execution and shall run concurrently with and shall form part of the current Collective Agreement.

Date this 30th day of March, 2010.

For the Company:

Colin Copp
Andrew McMaster
Rajib Roy

For the Union:

Ron Smith
John Murawesky
Ian Waite
Daniel Marion
Ghobud Khorasani
Dave Gylland

Letter of Understanding 22

(LOU 22)

Between
National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-CANADA)
And its LOCAL 2002 (the "Union")
And
Jazz Aviation LP, As represented by its general partner,
Aviation General Partner Inc ("Jazz")
(the "Company")

WHEREAS:

- a. The company and the Union are parties to a Collective Agreement (the "CBA") containing provisions limiting the right of the Company to contract out the performance of work in some circumstances (the "CBA contracting out provisions");
- b. The Company and the Union disagree as to whether or to what extent the Company is limited by the CBA contracting out provisions from contracting out work pertaining to the maintenance and repair of components of the Fleet;
- c. The Union has filed a grievance regarding the contracting out of work performed in connection with the components of the CRJ aircraft (the "Component Contracting Out Grievance"), and has advanced the grievance to arbitration before arbitrator Martin Teplitsky;
- d. The Union has also put the Company on notice as to its expectation regarding the in sourcing of the Q400 components and intends to file a grievance if a resolve cannot be found.
- e. With a view to avoiding the necessity of arbitration, the Company and the Union wish to create a process for the review of rework performed by external repair providers in relation to certain Components, to determine whether there is a business case (in accordance with the terms of this LOU) to have such rework performed by employees within the bargaining unit represented by the Union ("Bargaining Unit Employees");
- f. The Union and the Company have agreed to jointly compose a list of Q400 components that will fall within the scope of the collective agreement and current shop capability. The re-work on these components will be sourced once warranty coverage for each component on the list has expired. The list will be mutually agreed upon in conjunction with the signing of this LOU. Aside from the above agreed list of Q400 components, the remaining Q400 components will be allowed to fall within the confines of this LOU.
- g. This LOU is not intended to limit the rights of the Company in accordance with the CBA to manage its arrangements for the performance of third party work in the best interests of the Company, and does not affect the rights of either party with regards to matters other than those expressly addressed in this LOU;

THEREFORE the Company and the Union agree to the following:

- 1) The Company and the Union agree that it is in both parties mutual interest to develop a process that will reduce component maintenance costs, identify component repair opportunities and pursue growth.
- 2) The Company and the Union will meet each year (the "Annual Meeting") to identify Components to be reviewed to determine in accordance with this Agreement whether rework in connection with such components should be performed by Bargaining Unit Employees ("In-Sourced").
- 3) The Annual Meeting may be requested by either party, but generally will be held on or before March 31st of each year. The review of Components as identified at the Annual Meeting will be carried out within the time-lines specified in this LOU, unless the Company and the Union agree to waive or mod-

ify the time-lines. The Company and Union will each select a single representative to participate in the meeting and to conduct the financial analysis called for. Where the analysis requires review of documents, a non-disclosure confidentiality agreement will be signed by all parties involved in the analysis.

- 4) At the Annual Meeting, the determination as to which Components will be reviewed will be made jointly by the parties based on a consideration of opportunities for operational improvement and financial benefit. A maximum of five (5) Components will be identified for review each year unless the Union and the Company agree to a different number. The component review may also include the review of existing "In-Sourced" component work for operational and economical viability.
- 5) After the Components to be reviewed have been agreed upon, the Union will prepare at its own expense a financial analysis for the In-Sourcing of rework in connection with each Component to be reviewed. The Company will make a representative available to provide any information and assistance required by the Union in preparing the financial analysis as such information is available.
- 6) The Company will promptly provide the Union with all requested information. All five (5) financial analysis must be completed within one hundred and twenty (120) days after the Annual Meeting. The Company will provide up to 200 hours to the Union to complete the review of which the labor cost will be shared equally between the Union and the Company. Therefore, the Company will provide up to 100 hours of paid time to the applicable Union representative performing this work. The remaining 100 hours will be granted as unpaid union leave.
- 7) Each financial analysis will include the Union's estimate of the applicable costs associated with the In-Sourcing of the rework of the Component, including such items as materials cost, materials sourcing costs, test equipment, tooling, mechanic labour, overhead (utilities, consumables, shop space rent), sub contracted services, projected repair cycle turn time, etc., together with details of any operational efficiencies to be gained by the In-Sourcing.
- 8) The Union will submit each financial analysis to the Company upon completion. The Company and the Union will evaluate the financial analysis. The Company will respond to the Union with its decision regarding In-Sourcing or rework in connection with the Component under review no longer than ninety (90) days after receipt of the financial analysis. This time period may be changed by mutual agreement by the Company and the Union. The Company will consider operational and economic feasibility in determining whether to In-Source the rework in connection with the Component under review.
- 9) If the Company and the Union agree there is justification to In-Source rework in connection with the Component under review, article 2.03.01.01 of the CBA will apply. The Company and the Union will develop a project plan and timeline to in source the work into the Shop Environment.
- 10) If in the Company's discretion there is not sufficient justification for In-Sourcing rework in connection with the Component under review, and the Union disagrees with the Company's judgment then the dispute will go to Martin Teplitsky QC in accordance with item 13 of this LOU.
- 11) If through the arbitration process Arbitrator Teplitsky upholds the Company's judgment then such rework will be provided by the applicable external repair provider or such other service provider as the Company decides from time to time.
- 12) The Company and the Union will annually review rework that is in sourced in connection with aircraft components to ensure it is operationally and economically effective to have the rework performed by bargaining unit employees. In the event that currently insourced component work is deemed no longer operationally or economically effective, the work will be replaced with a more feasible component or components with no net reduction of manpower. Components insourced under LOU 22 that are determined, during the annual review, to be no longer operationally or economically feasible as outlined through data supplied by the company, the union and the company will review strategies to improve the operational or economic effectiveness. Where the component is decided to be not feasible after the review, the component work will be replaced with a viable component(s) with no reduction of manpower and the non viable component will be allowed to be outsourced. If no viable components can be found to replace this work, the union and the company will enter into negotiations to replace this work with alternate or third party component work before outsourcing takes place.

- 13) In the event of a dispute regarding the interpretation, application or alleged violation of this LOU, the parties agree that Martin Teplitsky QC is appointed as arbitrator to resolve the dispute.
- 14) This Letter of Understanding shall come into force upon execution, shall run concurrently with the Collective Agreement, and shall form part of it. This LOU will expire June 30, 2012.
- 15) All other provisions of the Collective Agreement shall continue to apply, except as expressly modified by this Letter of Understanding.

IN WITNESS THEREOF, the parties herto have signed this AGREEMENT, this 25th day of May, 2011.

For Jazz Aviation LP:

Richard Steer
Vice President, Maintenance

Maze Hobeyn
Manager, Maintenance Admin., Shops & GSE

Rajib Roy
Manager, Labour Relations

For the Union (CAW):

Ron Smith
National Representative, CAW

John Murawesky
Bargaining Chairperson, CAW

LETTER OF UNDERSTANDING-ADR

BETWEEN

CAW-CANADA (THE UNION)

AND

AIR CANADA JAZZ

ADVANCED ADR (ALTERNATIVE DISPUTE RESOLUTION) PROCESS

WHEREAS the parties will strive for disputes to be resolved at the lowest possible step of the grievance process;

WHEREAS the parties recognize the benefits of moving towards a more progressive labour/management dispute resolution practice which provides for an expedited and cost effective process that supports the education of the parties through a designated Chief Arbitrator/Mediator;

AND WHEREAS the parties agree to implement a modified grievance/arbitration procedure for the duration of the collective agreement (June 30, 2009);

NOW THEREFORE, the Company and the Union agree to the following:

SCOPE AND APPLICATION

1. Where no satisfactory settlement is obtained through the discussion with a supervisor, and individual or policy grievance may be initiated by the Union in writing. Upon the filing of a grievance, the grievance will be entered onto the bi-monthly review list and a copy will be sent to the office of the Chief Arbitrator. The parties will process the grievance procedure within a 60 (Calendar) day period.
2. The grievance process shall follow the normal course as outlined in the collective agreement.
3. The Chief/Arbitrator/Mediator shall be copied on all final step grievance replies which remain unresolved, which will be referred for and heard at the bi-monthly review.
4. The Union will categorize the monthly review list of grievances as follows:
 - Grievances already settled;
 - Grievances settled at the monthly review;
 - Grievances returned to the parties for further discussions;
 - Grievances referred to a mutually agreed to arbitrator
5. Seven (7) days prior to the monthly review the parties will supply the Chief Arbitrator and the other party with a brief which will concisely set out the basis of the grievance and the basis of the denial, the facts the submissions and the witness statements. Authorities may also be included.
6. The Chief Arbitrator in the course of the bi-monthly review will attempt to review and settle all disputes brought forward by the Parties.
7. Notwithstanding the foregoing, any dispute that remains unresolved at the outcome of this process or at the request of either party may be advanced to a formal arbitration/mediation. In this instance, the parties will decide on the Arbitrator utilizing an agreed to list of names of which the chief Arbitrator will be a part of.
8. The parties will share equally in the cost of bi-monthly reviews, mediations and/or arbitrations. Should the Arbitrator hear more than one case (Arbitration) in a day involving different unions, costs will be apportioned between the unions.

Signed this 16th day of July 2007.

For Air Canada Jazz

Kirk Newhook
Director, Labour Relations

Richard Steer
Vice President, Maintenance

Kal Rebin
Director, Line Maintenance

For CAW Local 2002

John Murawesky
Bargaining Chairperson, CAW

Ron Smith
National Representative, CAW

Leslie Dias
President, CAW 2002

Appendix 1 - Application for Correction to Jazz Aviation LP/CAW-Canada Seniority List
APPLICATION FOR CORRECTION TO
JAZZ AVIATION LP/CAW-CANADA SENIORITY LIST

Date: _____

TO: **Jazz Aviation LP** COPY TO: **CAW-Canada**
Human Resources Dept.

I request the following correction(s) to the Jazz Aviation LP/CAW-Canada Seniority List dated _____

NAME: _____

CLASSIFICATION: _____ POSITION: _____

EMPLOYEE NO.: _____ BASE: _____

SENIORITY LIST PAGE NO.: _____

COMPANY SERVICE DATE SHOWN: _____

COMPANY SERVICE DATE SHOULD BE: _____

BARGAINING UNIT SENIORITY DATE SHOWN: _____

BARGAINING UNIT SENIORITY DATE SHOULD BE: _____

CLASSIFICATION SENIORITY DATE SHOWN: _____

CLASSIFICATION SENIORITY DATE SHOULD BE: _____

OTHER CORRECTIONS: (i.e., Employee No., Name, Base, Classification, Position, Tie Breaker):

FOR HEADQUARTERS USE ONLY

Appendix 2 - Cash Bank Withdrawal Form

CASH BANK WITHDRAWAL

Date Submitted _____

Name	Employee No.
Classification	Base

Complete **ONE** of the following sections and submit to your Supervisor.

1. Cash Bank Payout (Article 14.02)

Note: Requests must be submitted no later than 14 days prior to the pay date on which you wish to receive payment.

Dollar amount to payout - \$ _____

Pay date payment to be made - _____

2. Time Off (Article 14.06)

Date	Shift Times	OK	Date	Shift Times	OK

The Supervisor will initial in the **OK** column which date (s) are granted.

Total hours requested - _____ (to be entered by requesting employee)

Total hours granted - _____ (to be entered by Supervisor)

Note: Ensure any unpaid meal periods during the shift are deducted from the above hours.

**Above requested hours are withdrawn from the Stat Bank
Complete Cash Bank Conversion Request if insufficient Hours are available in Stat Bank**

Cash Bank Conversion Request (Article 14.06 (f))

> I authorize the Company to convert \$ _____ from my Cash Bank for the above requested time off

Employee Signature: _____ Date: _____

3. Vacation (Article 15.03.08)

Note: Requests must be submitted between September 1st and September 15th of each year prior to the year in which the vacation is taken.

Number of dollars to be converted \$ _____ equals _____ hours.

Supervisor/Employee Signature	Date
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Appendix 3 - Bases & Locations

- The list contained herein reflects Bases and Locations as of the effective date of this Agreement.
- This list is provided for reference only and, subject to the terms of this Agreement, neither restricts movement of employees, equipment or work, nor does it create an obligation to keep work in a Base or Location, and may be amended as necessary.

Base & Location(s)	Halifax ■ Line Maintenance ■ Heavy Maintenance ■ Component Shop ■ Avionics Shop (included Battery Shop) ■ Sheet Metal Shop ■ Upholstery Shop ■ Furnishing/Seat Shop ■ NDT Shop ■ Wheel & Brake Shop	Quebec City ■ Line Maintenance	Calgary ■ Line Maintenance ■ Component Shop ■ Avionics Shop
	London ■ Line & Heavy Maintenance ■ Sheet Metal Shop ■ Component Shop ■ Leading Edge Shop ■ Seat Shop ■ Avionics Shop	Toronto ■ Line Maintenance - LBPIA ■ Furnishing Shop	Vancouver ■ Line Maintenance ■ Battery Shop
	Ottawa ■ Line Maintenance	Montreal ■ Line Maintenance	Edmonton ■ Line Maintenance
	Winnipeg ■ Line Maintenance	Saskatoon ■ Line Maintenance	

Classification					
		Stores	Hangar Maintenance	Ground Equipment Servicing	Furnishings
Base & Location(s)		Halifax	Montreal	Halifax	Halifax
		Vancouver	Vancouver	Vancouver	Toronto
		Toronto	Toronto	Toronto	Calgary
		Calgary	Calgary	Calgary	
		London	London	London	
		Montreal		Quebec City	

Note: Where Technical 1 and Technical 2 employees do similar work in the same location, they will bid vacation together.

Appendix 4: Response to Layoff Notice Form

RESPONSE TO LAYOFF NOTICE

INSTRUCTIONS FOR USE:

1. Return this document to: [Company Representative Name]
[Company Representative title]
[Company Representative address & email]

Fax:

This document must be returned within 14 calendar days of receipt of your layoff notice.

2. State your position preference, or acceptance of layoff.
3. The Company will communicate the results of this process as soon as possible.
4. If you accept layoff, a detailed description of the applicable benefits and their costs will be provided to you.

PLEASE PRINT:

EMPLOYEE NAME: _____

CURRENT DATE : _____

PRESENT BASE : _____

POSITION PREFERENCE
(In order of preference):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

BASE PREFERENCE
(In order of preference):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

I am willing to bump the most junior employee in my classification in the system provided they reside in base.

BASE PREFERENCE In order of preference:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

_____ I ACCEPT LAYOFF STATUS

Employee Signature

Date