



**COLLECTIVE AGREEMENT #4**

**Between**

**JAZZ AVIATION LP**

**And**

**UNIFOR AND ITS LOCAL 2002**

**CREW SCHEDULERS**

**Effective July 1<sup>st</sup>, 2016 – June 30<sup>th</sup>, 2021**

<b>ARTICLE 1 - PREAMBLE AND DEFINITIONS</b>	<b>1</b>
<b>ARTICLE 2 - SCOPE OF AGREEMENT</b>	<b>1</b>
<b>ARTICLE 3 - HOURS OF SERVICE</b>	<b>3</b>
<b>ARTICLE 4 - STATUTORY HOLIDAYS</b>	<b>5</b>
<b>ARTICLE 5 – OVERTIME</b>	<b>6</b>
<b>ARTICLE 6 - CLASSIFICATIONS AND RATES OF PAY</b>	<b>7</b>
<b>ARTICLE 7 - TIME BANK</b>	<b>11</b>
<b>ARTICLE 8 - FILLING OF VACANCIES</b>	<b>12</b>
<b>ARTICLE 9 - PROBATION</b>	<b>13</b>
<b>ARTICLE 10 - SYSTEM SENIORITY LIST</b>	<b>14</b>
<b>ARTICLE 11 - STAFF REDUCTIONS AND DISPLACEMENT</b>	<b>15</b>
<b>ARTICLE 12 - UNION-MANAGEMENT COMMUNICATIONS</b>	<b>17</b>
<b>ARTICLE 13 - GRIEVANCE PROCEDURE, ARBITRATION, DISCIPLINE, SUSPENSION, DISMISSAL</b>	<b>19</b>
<b>ARTICLE 14 - VACATIONS</b>	<b>23</b>
<b>ARTICLE 15 - LEAVES OF ABSENCE</b>	<b>25</b>
<b>ARTICLE 16 – ABSENCE FROM WORK</b>	<b>26</b>
<b>ARTICLE 17 - HEALTH AND SAFETY</b>	<b>26</b>
<b>ARTICLE 18 – SICK LEAVE</b>	<b>27</b>
<b>ARTICLE 19 – GENERAL</b>	<b>28</b>
<b>ARTICLE 20 - SAVINGS CLAUSE</b>	<b>30</b>
<b>ARTICLE 21 - UNION MEMBERSHIP AND DEDUCTION OF DUES</b>	<b>31</b>
<b>ARTICLE 22 - PART-TIME EMPLOYEES</b>	<b>31</b>

<b>ARTICLE 23 – EMPLOYEE BENEFITS</b>	<b>32</b>
<b>ARTICLE 24 – RELIEF ASSIGNMENTS</b>	<b>33</b>
<b>ARTICLE 25 – RENEWAL AND TERMINATION OF AGREEMENT</b>	<b>34</b>
<b>ARTICLE 26 – DISCRIMINATION AND WORKPLACE CONFLICT</b>	<b>34</b>
<b>ARTICLE 27 – LEGAL PROTECTION</b>	<b>39</b>
<b>MEMORANDUM OF SETTLEMENT</b>	<b>40</b>
<b>MEMORANDUM OF SETTLEMENT (ARTICLE 6 &amp; 9)</b>	<b>55</b>
<b>LETTER OF UNDERSTANDING - WORK OPPORTUNITIES FOR LESS THAN FULL TIME (75%) EQUIVALENT</b>	<b>56</b>
<b>LETTER OF UNDERSTANDING – ASSISTANT SCHEDULER PAY RATE WHEN WORKING SCHEDULER DESK</b>	<b>58</b>
<b>LETTER OF INTENT – JAZZ VACATION PURCHASE PROGRAM</b>	<b>59</b>
<b>LETTER OF INTENT – INVISIBLE DISABILITIES IN THE WORKPLACE</b>	<b>60</b>
<b>APPENDIX A - SCHEDULING PARAMETERS</b>	<b>62</b>
<b>APPENDIX B - HUMAN RESOURCES POLICY - USE OF TELEPHONE RECORDINGS</b>	<b>65</b>
<b>APPENDIX D &amp; LETTER OF INTENT - JAZZ VACATION PURCHASE PROGRAM</b>	<b>67</b>
<b>APPENDIX E - CREW SCHEDULING JOB SHARE PROGRAM (JSP)</b>	<b>68</b>
<b>INDEX</b>	<b>69</b>

## **ARTICLE 1 - PREAMBLE AND DEFINITIONS**

- 1.01 This Agreement is made and entered into by and between, the Company and its employees in those classifications listed under Article 6.0 as represented by the Union.
- 1.02 In making this Agreement, the parties hereto recognize that compliance with the terms of the Agreement and development of a spirit of co-operation are essential for mutual benefit and public service.
- 1.03 The purpose of this Agreement is in the mutual interest of the Company and the employees, to provide for the operation of the services of the Company under methods which will further the safety of air transportation and the continuation of employment under conditions of reasonable hours, compensation and working conditions. It is recognized by this Agreement to be the duty of the Company and of the employees to co-operate fully both individually and collectively for the advancement of that purpose.
- 1.04 If legislation is enacted which has an effect on the provisions of this Agreement or on Company policy which has a detrimental effect on employees, the Union may initiate discussions with the Company regarding methods of alleviating such detrimental effects.
- 1.05 The Company will make available to all employees and the Union, up to date manuals and policies affecting working conditions and benefits and will keep employees and the Union informed of any revisions in a timely manner.
- 1.06 **Definitions**
- 1.06.01 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.
- 1.06.02 Calendar Week - means the period of time Monday through Sunday.
- 1.06.03 Company - means Jazz Aviation LP as represented through Officers and Management at various levels.
- 1.06.04 Duty Cycle - means any period during which an employee is assigned duty which is not interrupted by scheduled days off.
- 1.06.05 Employee - means any person in the employ of the Company who is in the Bargaining Unit covered by this Agreement.
- 1.06.06 Union - means National Automobile, Aerospace, Transportation and General Workers Union of Canada (Unifor).
- 1.06.07 Relief definition of a day off – A 24-hour period from the end of one (1) shift to the commencement of another: this definition applies to a single day rotation and not towards a cycle for determining days off.

## **ARTICLE 2 - SCOPE OF AGREEMENT**

- 2.01 The Company recognizes the Union and its duly elected or appointed representatives as the sole bargaining agent for those employees employed in the positions and classifications listed in Article 6.0 and which may be amended by mutual agreement between the parties to reflect the changes in the Company's operation.

2.02 Hours of work, wages and other conditions of employment, as governed by this Agreement, apply only to those employees and to those classifications specifically enumerated in this Agreement and any other job classification which may hereinafter be established by mutual agreement between the representatives of the Company and the Union.

2.03 The control and direction of the employee work force, including the right to hire, suspend, discharge for cause, terminate, promote, transfer or layoff because of lack of work or for any other legitimate reason is vested in the Company subject to the terms of this Agreement.

2.04 **Sub-Contracting**

There shall be no sub-contracting of work falling within the scope of this Agreement and all such work will be performed by employees covered by this Agreement.

2.05 The Company hereby expressly agrees that it shall not contract out any Bargaining Unit work covered by this Agreement.

All Crew Schedulers positions and all Company Crew Scheduling work covered herein, which originates from and/or returns to Canada performed by or on behalf of the Company and operated by Company crew under the current or future Jazz Aviation LP operating certificate and operating from and/or returning to Canada, shall be performed by the Crew Schedulers covered under this Agreement in accordance with the terms and conditions of this Agreement and/or any other extended agreements entered into between the Union and the Company.

Such Company flying shall include, without limitation, all revenue, non-revenue, scheduled, unscheduled, passenger, ferry, charter, publicity flights and all flying of the Company's or its subsidiary's aircraft.

2.05.01 In the application of this clause it will not apply in the event of:

- (a) An act of God, a National War Emergency, the grounding of any or all of the Company's aircraft for reasons beyond the Company's control, a revocation of the Company's operating certificate(s), which has a substantial impact upon the employment requirements of the Company, or a total cessation of the Company's flying operation for any reason; or
- (b) Chartering of aircraft to perform flights on an ad hoc basis due to temporary unavailability of Company aircraft however, the Union requires notice of all such ad hoc chartering of aircraft;
- (c) The Company entering into a commercial arrangement for the flying of aircraft under separate operating certificate(s) or on its current operating certificate when such operations are conducted from bases outside of Canada. The Company agrees to meet and discuss with the Union any opportunity that falls within the scope of this provision;
- (d) Wet leases (i.e. contracting with another company for the provision of an aircraft with crew) may be entered into by the Company provided such wet leasing or chartering does not result in layoff or reduction in status of Jazz Crew Scheduling.

**ARTICLE 3 - HOURS OF SERVICE**

- 3.01 The normal workday for employees shall be determined by the hours of work schedule outlined in Article 3.02.
- 3.02 The normal working week shall average thirty-seven and one-half (37.5) hours exclusive of meal breaks and the standard work day shall be considered as seven and one-half (7.5) hours exclusive of meal breaks, which may be accomplished by various shifts as follows:

<i>Schedule</i>	<i>Shift Hours</i>
5 days on/2 days off	7.5
4 days on/3 days off	9.4
3 days on/3 days off	10.7
5 days on/3 days off	8.6
4 days on/2 days off	8
4 days on/4 days off	10.7
3 days on/4 days off	12.5

- 3.02.01 Either the Company or the Union may propose an alternative type of schedule than what is provided for in Article 3.02.
- 3.03 **Alternate Shifts**

The Company will determine the staffing requirements. In the event the Company desires to revise or establish the work schedule the Company shall discuss the matter with the Union at the district level at least four (4) weeks prior to the implementation period as described in Article 3.04. The parties shall endeavour to explore all alternatives.

  - 3.03.01 The Union may propose an alternate schedule. Should the Union's schedule meet the Company requirements, it will be implemented. Failing a suitable alternative, the Company's schedule will be implemented. The schedule(s) will be published and posted in accordance with Article 3.04.
- 3.04 The final work schedule shall be posted thirty (30) days in advance of its implementation unless otherwise agreed between the Company and the Union Chairperson. Once posted, the work schedule of an individual employee will not be changed, unless mutually agreed upon by the employee and Company, or as covered by a revision to the work schedule as provided for in Article 3.03, or as a result of a shift bid in accordance with Article 3.06.
  - 3.04.01 Notwithstanding Article 3.04, a Relief qualified Senior Lead can have their regularly scheduled shift changed within seventy-two (72) hours to accommodate an uncovered Senior Lead shift(s). This will be offered in seniority order and be forced to the most junior qualified employee. A one hundred-dollar (\$100.00) premium per occurrence will be paid to the employee.

3.04.02 During the monthly schedule build, if no Relief Senior Lead has bid on an available Senior Lead shift, the junior eligible Relief Senior Lead will have their schedule adjusted to be assigned open Senior Lead shifts. Any forced change over two (2) hours of a start time of a shift will receive a three (3) hour credit to their Time Bank.

**3.05 Days Off**

Days off will be consecutive and as provided for in Article 3.02 or as agreed under Article 3.03.

**3.06 Shift Bids**

Unless otherwise agreed between the Company and the Union, at least once a year the shift schedule will be opened for seniority bid. 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 Chairperson or their delegate.

3.06.01 The implementation date of the yearly shift bid will be February 1<sup>st</sup> of each calendar year (unless mutually agreed).

**3.06.02 Shift Schedule Transition**

The process agreed to by both the Union and Company for the Transition from one schedule to another will be as follows:

1. Plot a work sheet starting on January 16<sup>th</sup> and ending on February 15<sup>th</sup>;
2. Mark in the days on/off (i.e. 4 on 4 off from January 16<sup>th</sup> to February 15<sup>th</sup> (inclusive) as though you had not changed shifts and had continued working on the original 4 on 4 off);
3. Now Plot the same dates January 16<sup>th</sup> to February 15<sup>th</sup> only this time change the February 1<sup>st</sup> to the 15<sup>th</sup> with the days on/off in the new schedule you are to work.

This method of calculating days on/off on a schedule transition can be used even if you are going to/from any format of schedule and length of shifts, (i.e. 4 on 4 off, 4 on 2 off, 5 on 3 off, etc.).

Day	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
org	X	X	W	W	W	W	X	X	X	X	W	W	W	W	X	X
Sample1	X	X	W	W	W	W	X	X	X	X	W	W	W	W	X	X
Sample2	X	X	W	W	W	W	X	X	X	X	W	W	W	W	X	X

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Hours
org	X	X	W	W	W	W	X	X	X	X	W	W	W	W	X	171.2
Sample1	X	X	X	X	W	W	W	W	X	X	X	X	W	W	W	160.5
Sample2	W	W	W	W	X	X	X	X	W	W	W	W	X	X	X	171.2

Sample 1:

Total hours would have worked is 171.2hrs, total hours will work on new schedule is 160.5. The difference is 10.7hrs so you would owe one shift.

Sample 2:

Total hours would have worked is 171.2hrs, total hours will work on new schedule is 171.2. No changes are needed.

3.06.03 Employees on an approved leave (STD, LTD, WSIB, Maternity, Parental, Personal, Compassionate, etc.) and with a known return to work date (i.e. clearance to return to work from their doctor) in the calendar year will exercise their right to bid vacation and shifts. Employees on STD, LTD and WSIB will provide a medical note to substantiate their return to work date.

**3.07 Rest Between Shifts**

“Rest period” will mean the scheduled minimum time of ten (10) hours free from duty between the end of a shift and reporting for duty for the next scheduled shift. For overtime occurrences said rest period may be reduced to nine (9) hours with the mutual agreement of the employee and Manager, Crew Scheduling or designate. Under extenuating circumstances in conditions of irregular operations only, and by mutual agreement of the employee and the Manager, Crew Scheduling or the designate, the rest period may be reduced to eight (8) hours. When the rest period is reduced to eight (8) hours, the employee shall be provided with either a hotel room or a limo service to and from their residence.

**Note:** Employees reporting for work for their next shift after a ten (10) hour break will not lose any pay taken from the shift to make up the ten (10) hour break.

**3.08 Shift Trades**

Shift trades between employees will be allowed, subject to the Company's approval consistent with the following:

- 3.08.01 Shift trades will be signed by both employees. Once signed, the shift trade will be considered an official amendment to the posted work schedule.
- 3.08.02 Employees hold full responsibility for their shift until such time as a shift trade is signed. This responsibility is then passed on to the employee accepting the shift trade.
- 3.08.03 If a shift trade occurs on a Statutory Holiday, the employee who actually works the Statutory Holiday will be credited with this day by submission of an overtime slip for all hours worked on the day.
- 3.08.04 While the provisions of Article 3.07 will not apply to shift trades, the Company may give regard to rest requirements for the employee involved in the trade.

**ARTICLE 4 - STATUTORY HOLIDAYS**

4.01 The following shall be deemed to be holidays within the meaning of this Article:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Provincial Holiday	Boxing Day



And any other day that may be proclaimed by the Federal Government to be Holidays.

- 4.02 Employees who are required to work on a Statutory Holiday or part thereof, shall be paid time and one-half ( $1\frac{1}{2}x$ ) for all hours worked during the Statutory Holiday period and will receive pay equivalent to a regular shift which may be credited to the employees Statutory Holiday Bank or paid out as requested by the employee.
  - 4.02.01 Notwithstanding Article 4.02, employees who work Christmas Day and/or New Year's Day shall be paid time and one-half ( $1\frac{1}{2}$ ) for the entire shift, if the shift commences or finishes within the twenty-four (24) hour Statutory Holiday period, however, only one (1) shift per Statutory Holiday will receive the overtime credit.
- 4.03 Employees whose regular day off falls on a Statutory Holiday will receive the equivalent length of shift as statutory holiday credit when not scheduled to work.
- 4.04 Employees called to work overtime on a scheduled day off, which is a Statutory Holiday, shall be paid the rate of two times ( $2X$ ) for all hours worked during the Statutory Holiday period.
  - 4.04.01 Notwithstanding Article 4.04, employees called into work overtime on Christmas Day and New Year's Day, shall be paid the rate of two times ( $2X$ ) for all hours worked or part thereof, of the Statutory Holiday period.

#### **ARTICLE 5 – OVERTIME**

- 5.01 Time worked in excess of the scheduled workday as defined in Article 3.0, is deemed to be overtime.
- 5.02 Overtime work shall be done on a voluntary basis and shall be authorized by management personnel. However, it is understood that an employee may be requested to remain beyond their regular shift for up to two (2) hours in order to complete the job they were working on, or to inform those of the status of the job being performed.
  - 5.02.01 However, it is understood that an employee may be forced to stay beyond the end of shift in order to ensure that the minimum of one (1) desk is covered at all times. At no point will the shift exceed an additional three (3) hours. In addition to overtime paid in Article 5.03, an employee will receive an additional one and one-half ( $1\frac{1}{2}X$ ) hours of pay in his/her Time Bank for each hour, or part thereof, they are required to stay. Overtime will be offered on a voluntary basis in seniority order and Article 5.03 applies. If no volunteers, overtime will be forced and the senior employee will have the right of first refusal and Article 5.02.01 applies.  
  
For example, for a shift scheduled to end at 0240, an employee may be forced to stay until 0540 to ensure the Company has single desk coverage. The calculation of overtime in this example is as follows: ( $1\frac{1}{2}X$ ) (1<sup>st</sup> hour) + ( $1\frac{1}{2}X$ ) (2<sup>nd</sup> hour) +  $2X$  (3<sup>rd</sup> hour) + ( $1\frac{1}{2}X$ ) (1<sup>st</sup> hour banked) + ( $1\frac{1}{2}X$ ) (2<sup>nd</sup> hour banked) + ( $1\frac{1}{2}X$ ) (3<sup>rd</sup> hour banked) = 9.5 credit hours
- 5.03 Hours worked beyond an employee's regular shift are paid at one and one-half times ( $1\frac{1}{2}X$ ) the hourly rate for the first two (2) hours. Any additional hours will be paid at double time ( $2X$ ).

- 5.04 An employee who works on their scheduled day off will be paid on the basis of one and one-half times (1½ X) the hourly rate with a minimum of four (4) hours guaranteed work. When an employee works overtime on their scheduled day off and the overtime covers a scheduled shift, work in excess of the shift shall be paid at one and one-half times (1 ½ X) the hourly rate. When the overtime does not cover a scheduled shift, the employee will be paid one and one-half times (1 ½ X) the hourly rate for the number of hours initially agreed to be worked by the employee with a minimum of four (4) hours guaranteed work.
- 5.05 Overtime payments for an employee who is called to work on a scheduled day off which is a Statutory Holiday will be in accordance with Article 4.04.
- 5.06 Overtime prior to or following and in conjunction with a scheduled shift, which is anticipated to be four (4) hours or less, will first be offered to employees on duty in order of Classification Seniority.
- 5.07 Overtime which is not filled under the provisions of Article 5.06 shall be distributed as equitably as possible among the employees who normally perform the work. The most senior employee qualified to do the work with the least amount of overtime hours will be the first offered the overtime with subsequent offers being made to other employees on the same basis. Up to date records of all overtime work for the purpose of equal distribution will be maintained and will be posted on a weekly basis. All employees will have their overtime hours reset to zero (0) on April 1<sup>st</sup> and October 1<sup>st</sup>.
- 5.08 Any overtime hours worked will be paid out automatically on an employee's regular pay cheque unless otherwise specified by the employee to credit such hours to the Time Bank.
- 5.09 When employees work overtime they shall not be laid off during their regular working hours to equalize the time.

**ARTICLE 6 - CLASSIFICATIONS AND RATES OF PAY**

- 6.01 All employees will be assigned to one of the following classifications:

- 6.01.01 **Senior Lead Scheduler**

Comprises the duties of an Assistant Scheduler and Crew Scheduler, and Lead Scheduler.

Senior Leads are responsible for providing support, direction and leadership to Crew Schedulers and Assistant Schedulers during day of flight operation. The duties include, IRROPs plan development and delegation; flight following and HUB management; alerts, approving and constructing charter requests; Union related flight releases; crew reporting and other related duties as assigned. Ensuring all policies, procedures and standards are adhered to; daily direction relating to crew movements; liaison with Operations Managers during irregular operations; interface as necessary with internal departments and external agencies; monitor Crew Schedulers to ensure workloads are manageable and make adjustments where required; monitor and report any discrepancies with respect to crew irregularities in the daily function of Crew Scheduling.

The premium for permanent Senior Leads will be fifteen percent (15%) over the highest rate in the Scheduler's scale. Relief Senior Leads will be paid fifteen percent (15%) over their rate of pay for all shifts worked as a Senior Lead.

- 6.01.02      **Lead Scheduler**
- Comprises those employees who are responsible for providing support, direction and leadership to Crew Schedulers during day of flight operation. The duties include, but are not limited to ensuring all policies, procedures and standards are adhered to; daily direction relating to crew movements; liaison with Operations Managers during irregular operations; interface as necessary with internal departments and external agencies; monitor Crew Schedulers to ensure work loads are manageable and make adjustments where required; monitor and report any discrepancies with respect to crew irregularities in the daily function of Crew Scheduling.
- Note:** Lead Duties are not in scope for the duration of the Collective Agreement unless mutually agreed between the Company and the Union.
- 6.01.03      **Crew Scheduler**
- Comprises those employees responsible for the performance of Crew Scheduling duties including but not limited to staffing-by-load; reserve awarding; revisions; arranging, monitoring and recording crew movements; ad hoc changes to training, accommodation and transportation requirements and other related duties.
- 6.01.04      **Assistant Scheduler**
- Assistant Scheduler duties will include but not be limited to: covering open time, reserve, and WDOs; FLICA related duties; ad hoc changes to training/liasing with the training department as needed; answering phones and dealing with crew issues; hotel and deadhead cancellations; deadhead bookings; not notifieds.
- 6.01.05      Except as otherwise provided for hereinafter, all provisions of the Collective Agreement shall apply to those employees performing the function of Lead Scheduler.
- 6.01.06      It is understood that the decision to introduce, maintain, or eliminate the position of Lead Schedulers will rest with the Company.
- 6.01.07      Lead Schedulers will not be responsible for formal discipline.
- 6.01.08      Once a Crew Scheduler is accepted by the Company as a Lead Scheduler they may choose to return to a Scheduler's shift after twelve (12) months by written notification to the Company. The Company will post the vacancy in accordance with Article 8.0. When the vacancy is filled the Lead will return to the Schedulers shift. The Company agrees to give at least seven (7) days notice of the change of shift to the parties involved. In the event that the Company requires a Crew Scheduler to fill a Lead Scheduler vacancy and there are no qualified applicants the most junior qualified Crew Scheduler shall be appointed the position.
- 6.02      Employees within the Lead Scheduler classification will commence at not less than the third (3<sup>rd</sup>) year scale wage rate or at the applicable wage rate based on their years of service as a Crew Scheduler. The premium for this position will be a ten percent (10%) increment to their Crew Scheduler monthly salary.

6.03 The Crew Scheduling wage rate is as follows:

**SCHEDULER - Wage Rates & Loyalty Premium**

Wage Rates	Jul 15 Jun 16	Jul 16 Jun 17	Jul 17 Jun 18	Jul 18 Jun 19	Jul 19 Jun 20	Jul 20 Jun 21
0-6 months	\$16.93	\$17.27	\$17.61	\$17.97	\$18.33	\$18.69
6-12 months	\$17.66	\$18.01	\$18.37	\$18.74	\$19.12	\$19.50
1-2 years	\$18.80	\$19.18	\$19.56	\$19.95	\$20.35	\$20.76
2-3 years	\$19.94	\$20.34	\$20.75	\$21.16	\$21.58	\$22.02
3-4 years	\$21.12	\$21.54	\$21.97	\$22.41	\$22.86	\$23.32
4-5 years	\$22.37	\$22.82	\$23.27	\$23.74	\$24.21	\$24.70
5-6 years	\$23.69	\$24.16	\$24.65	\$25.14	\$25.64	\$26.16
6-7 years	\$24.88	\$25.38	\$25.89	\$26.40	\$26.93	\$27.47
7-8 years	\$26.10	\$26.62	\$27.15	\$27.70	\$28.25	\$28.82
8-9 years	\$27.16	\$27.70	\$28.26	\$28.82	\$29.40	\$29.99
9+ years	\$28.54	\$29.11	\$29.69	\$30.29	\$30.89	\$31.51

Loyalty Premium	Jul 15 Jun 16	Jul 16 Jun 17	Jul 17 Jun 18	Jul 18 Jun 19	Jul 19 Jun 20	Jul 20 Jun 21
0-6 months	\$ 0.42	\$ 0.43	\$ 0.44	\$ 0.45	\$ 0.46	\$ 0.47
6-12 months	\$ 0.44	\$ 0.45	\$ 0.46	\$ 0.47	\$ 0.48	\$ 0.49
1-2 years	\$ 0.47	\$ 0.48	\$ 0.49	\$ 0.50	\$ 0.51	\$ 0.52
2-3 years	\$ 0.50	\$ 0.51	\$ 0.52	\$ 0.53	\$ 0.54	\$ 0.55
3-4 years	\$ 0.53	\$ 0.54	\$ 0.55	\$ 0.56	\$ 0.57	\$ 0.58
4-5 years	\$ 0.56	\$ 0.57	\$ 0.58	\$ 0.59	\$ 0.61	\$ 0.62
5-6 years	\$ 0.59	\$ 0.60	\$ 0.62	\$ 0.63	\$ 0.64	\$ 0.65
6-7 years	\$ 0.62	\$ 0.63	\$ 0.65	\$ 0.66	\$ 0.67	\$ 0.69
7-8 years	\$ 0.65	\$ 0.67	\$ 0.68	\$ 0.69	\$ 0.71	\$ 0.72
8-9 years	\$ 0.68	\$ 0.69	\$ 0.71	\$ 0.72	\$ 0.73	\$ 0.75
9+ years	\$ 0.71	\$ 0.73	\$ 0.74	\$ 0.76	\$ 0.77	\$ 0.79

**ASSISTANT SCHEDULER (Hired after July 1, 2013) - Wage Rates & Loyalty Premium**

Wage Rates	Jul 15 Jun 16	Jul 16 Jun 17	Jul 17 Jun 18	Jul 18 Jun 19	Jul 19 Jun 20	Jul 20 Jun 21
0-6 months	\$13.53	\$13.80	\$14.08	\$14.36	\$14.65	\$14.94
6-12 months	\$14.57	\$14.86	\$15.16	\$15.46	\$15.77	\$16.09
1-2 years	\$15.61	\$15.92	\$16.24	\$16.57	\$16.90	\$17.23
2-3 years	\$16.65	\$16.98	\$17.32	\$17.67	\$18.02	\$18.38
3-4 years	\$17.69	\$18.04	\$18.40	\$18.77	\$19.15	\$19.53
4-5 years	\$18.73	\$19.10	\$19.49	\$19.88	\$20.27	\$20.68
5-6 years	\$19.77	\$20.17	\$20.57	\$20.98	\$21.40	\$21.83
6-7 years	\$20.81	\$21.23	\$21.65	\$22.08	\$22.53	\$22.98
7-8 years	\$21.85	\$22.29	\$22.73	\$23.19	\$23.65	\$24.12
8-9 years	\$22.89	\$23.35	\$23.81	\$24.29	\$24.78	\$25.27
9+ years	\$23.93	\$24.41	\$24.90	\$25.39	\$25.90	\$26.42

Loyalty Premium	Jul 15 Jun 16	Jul 16 Jun 17	Jul 17 Jun 18	Jul 18 Jun 19	Jul 19 Jun 20	Jul 20 Jun 21
0-6 months	-	N/A	N/A	\$ 0.36	\$ 0.37	\$ 0.37
6-12 months	-	N/A	N/A	\$ 0.39	\$ 0.39	\$ 0.40
1-2 years	-	N/A	N/A	\$ 0.41	\$ 0.42	\$ 0.43
2-3 years	-	N/A	N/A	\$ 0.44	\$ 0.45	\$ 0.46
3-4 years	\$ 0.44	\$ 0.45	\$ 0.46	\$ 0.47	\$ 0.48	\$ 0.49
4-5 years	\$ 0.47	\$ 0.48	\$ 0.49	\$ 0.50	\$ 0.51	\$ 0.52
5-6 years	\$ 0.49	\$ 0.50	\$ 0.51	\$ 0.52	\$ 0.53	\$ 0.55
6-7 years	\$ 0.52	\$ 0.53	\$ 0.54	\$ 0.55	\$ 0.56	\$ 0.57
7-8 years	\$ 0.55	\$ 0.56	\$ 0.57	\$ 0.58	\$ 0.59	\$ 0.60
8-9 years	\$ 0.57	\$ 0.58	\$ 0.60	\$ 0.61	\$ 0.62	\$ 0.63
9+ years	\$ 0.60	\$ 0.61	\$ 0.62	\$ 0.63	\$ 0.65	\$ 0.66

6.04 **Loyalty Premium:**

6.04.01 Loyalty Premium – shall be payable for all hours worked in the workplace including those hours worked in the performance of Union duties. The Loyalty Premium is not subject to an OT premium and will be paid out, or banked at two and one-half percent (2.5%) of the normal wage rate including those hours worked on an employee’s day off. Employees can bid vacation from their Loyalty vacation bank as per Article 7.09, such that a negative Loyalty vacation bank may accrue to a maximum of negative forty-two point eight (-42.8) or negative eighty-five point six (-85.6) hours for employees that have completed twelve (12) years’ service at the start of the year vacation is to be bid for. The Loyalty vacation bank will be reconciled at year end to zero (0) by using time bank hours to reduce the negative to zero (0).

6.04.02 The hours to be paid out at the employees request at a minimum of one hundred (100) hours, and subject to the terms of Article 6.04 and the completion of Appendix 6 (attached).

6.04.03 The loyalty premium hours will be calculated and paid according to the corresponding Loyalty Premium rate in Article 6.04 appropriate to the employee’s pay scale at the time the payout is requested.

6.04.04 The definition of hours worked as provided for in Article 6.04 includes regular hours worked on shifts, actual hours worked on overtime (not at time and a half but at straight time), straight time hours due to training and travel for training, hours due to Union release, and that the premium will be paid on shift trades to the employee who actually works the shift; but that the Loyalty Premium would not apply to vacation time, sick time, time bank off or overtime (except as previously identified).

**6.05 Advancement in Pay**

6.05.01 Rates of pay for all employees shall be on a semi-monthly basis with hourly equivalents based on a one hundred and sixty-two and one-half (162.5) hour month, exclusive of meal breaks.

6.05.02 The Company may, at its discretion, pay higher rates than the established minimum set out in Article 6.03.

**6.06 Pay Dates**

It is recognized that employees are paid on a semi-monthly pay system.

**6.07 Pay Errors**

Should there be an error in an employee's pay in the amount of twenty-five dollars (\$25.00) or more, such error shall be rectified and paid within two (2) working days upon receipt of such error. Should the error be less than twenty-five dollars (\$25.00), such error shall be rectified and paid to the employee on the next regular pay day.

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

6.07.02 When the error involves an overpayment to an employee which is being recovered by the Company the maximum amount deductible from each pay cheque will be thirty dollars (\$30.00) 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.

6.07.03 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 and when the deductions will commence.

6.08 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 restitution within three (3) working days following the receipt of notice and verification of the underpayment. Verifications will be completed as quickly as possible. The Company commits to reimbursing employees for reasonable fees associated with this Article. Such fees will be supported by invoices, bank statements and/or utility bills.

**6.09 Creation of a New Position**

Where a new position is created which is not covered within the scope of an existing classification in this Agreement, the rates of pay for the new position will be negotiated.

## 6.10 Other Company Personnel

Management and other Company personnel not covered by this Agreement shall not engage in or be utilized in any way which may be construed as performing work which is normally accomplished by employees. Exceptions shall be allowed on a temporary basis when overtime or the use of casuals cannot cover open shifts or when it is necessary to provide instruction, to assist at times when workload is abnormally high and in emergency situations.

## **ARTICLE 7 - TIME BANK**

7.01 The Company shall establish a Time Bank for the purpose of accumulating hours earned for:

- Overtime worked
- Statutory Holidays

7.01.01 The Company will develop and implement an electronic Time Bank process for submissions.

7.02 Subject to Article 4.0 - Statutory Holidays and Article 5.0 - Overtime, all overtime credits shall be deposited to the Time Bank, or be paid to the employee in each pay period at their discretion.

7.03 Subject to Article 4.0 - Statutory Holidays, those employees entitled to receive credit hours referred to in Articles 4.02, 4.03 and 4.04 shall have the appropriate credit hours deposited to the Time Bank. Such time may be bid in conjunction with vacation in accordance with Article 14.01.

7.04 All credits deposited to the Time Bank will be reflected as a balance of cash which may be used to redeem hours which the employee requests to take off. Each employee will be informed of the balance of cash in their time bank on a monthly basis.

7.05 Ad hoc requests for time off will be processed in seniority order in accordance with the monthly schedule build. Requests for time off after the schedule is published shall be granted on a first come, first served basis. Once requested and approved all time-off shall be guaranteed.

7.06 Employees who request time-off thirty (30) days in advance shall be granted the time on the basis of Classification Seniority. Similar requests made less than thirty (30) days in advance shall be granted on a first come, first served basis. Further, the Company agrees to notify the employee within five (5) days of a written request for time-off if the employee may use their banked credit to take the time. Once requested and approved all time-off shall be guaranteed.

7.07 Time-off shall be granted subject to operational requirements and it is agreed that such requests for time-off shall not be unreasonably denied.

**Note:** In the application of Article 7.06 above, the granting of Time Bank may require the Company to backfill at overtime rates for events that are unique to the individual Crew Scheduler.

7.08 An employee may make withdrawals from their Time Bank. Requests for such withdrawals must be submitted by the employee in writing to the Department Manager.

7.09 One bank, labeled "Time Bank," will encompass all hours deposited and withdrawn from previously known "OT Bank" and "Stat Bank".

- 7.09.01 All employees, when taking a Time Bank day, take the length of their scheduled shift (i.e., 10.7 hours) from their "Time Bank".
- 7.09.02 Full Time Employees will receive one hundred and seven (107) hours in their "Time Bank" on January 1st of each year. The employees' Time Bank will be adjusted accordingly if the equivalent shift length is greater than or less than 10.7 hours per shift.
- 7.09.03 Deposits into "Time Bank" will also be done by request for overtime worked or working on a Statutory Holiday.
- 7.09.04 Positive Balances - Employees can request time bank payouts only when the requested number of hours is reflected as a positive balance in their "Time Bank."
- 7.09.05 Requests for more hours than available will be approved subject to operational requirements with the remaining hours debited from the current pay. If a time bank request is submitted in accordance with 7.09.05 and the employee doesn't have enough hours in their time bank, preference will be given to those who have the available hours in their time bank.  
  
Time Bank reconciliation occurs when the employee leaves the Bargaining Unit and/or the Company.
- 7.09.06 Requests that will put the employee beyond negative twenty-four (-24) hour maximum (-64 hours with pre-purchase of vacation) will be approved subject to operational requirements with the remaining hours payroll deducted.
- 7.09.07 Time Bank reconciliation occurs when the employee leaves the Bargaining Unit and/or the Company. If an employee chooses to bring their negative balance to zero (0) at any point in time throughout the year, they can discuss how to reconcile, in a formal meeting with their Manager and the Union, at their request.

**ARTICLE 8 - FILLING OF VACANCIES**

- 8.01 The Company shall post and keep posted for not less than ten (10) calendar days, in a conspicuous place, notice of vacant positions within the scope of this Agreement. Temporary positions for less than thirty (30) calendar days will not be posted. All job postings will be copied to the Union District Chairperson.
  - 8.01.01 Job postings will contain the classification, qualifications and experience required, an outline of job duties, the anticipated effective date plus any other pertinent information as may be deemed necessary. For temporary positions, the posting will also include the anticipated termination date.
- 8.02 **Temporary Positions** - may be declared by the Company for vacancies which occur as a result of leaves of absence, sick/disability leave and vacations and shall be posted with an anticipated termination date. If it is anticipated that the temporary vacancy will continue beyond its posted term, the position shall be posted as a permanent position or, with the agreement of the Union District Chairperson, may be extended for a further term. In the event a temporary position ends before its anticipated termination date, the employee filling the position will be given as much advance notice as practicable but not less than fourteen (14) calendar days. It is understood that the Company may give the employee pay for the fourteen (14) days in lieu of notice.

**Note:** It is understood that all vacancies resulting from the absence of an employee due to maternity/parental leave will be considered a temporary vacancy.

- 8.03 **Application** - Employees desiring such positions shall within seven (7) calendar days submit a written application to the applicable Manager or their designee. It is understood that an employee may file a Letter of Preference with the applicable Manager prior to going on vacation or out of town assignment, stating, in order of preference, those vacancies they wish to bid on should they be bulletined or advertised. These letters shall be filed with the Union. An employee bidding on more than one vacancy shall indicate the order of preference on each bid or automatically their most recent bid will be considered to be their preference.
- 8.04 **Awarding** - The Company agrees to award and to fill posted vacancies with the senior qualified applicant for the position within fifteen (15) days of date of closure and to pay the applicable rate from the date of award. In the event the Company elects, a successful bidder may be held in their former position up to thirty (30) days. The employee's rate of pay shall be at the bidden position but any time held at their old position shall not be applicable to the training and trial period under Article 8.05. Where it is determined that there are no qualified applicants to fill the vacancy, the Company will give full consideration to awarding the vacancy to the most senior applicant who may become qualified through training in the position.
- 8.05 **Training and Trial Period** - Successful bidders on job postings and/or Company appointees to fill vacancies shall fill that position for a training and trial period of ninety (90) calendar days. If satisfactory performance is not demonstrated or the applicant chooses to discontinue during this period, the employee shall revert to their former position, and any other employee who has been transferred because of the re-arrangement of positions will also be returned to his/her former position. During the training and trial period, the employee's former position may be considered a temporary vacancy and may be filled according to the provisions of Article 8.02 or Article 22.0.

## **ARTICLE 9 - PROBATION**

- 9.01 All employees are hired on probation.
- 9.02 No employee shall be required to serve more than one (1) probationary period.
- 9.03 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. The probationary period for full time and part time employees will be six (6) months. The probationary period will begin on the day following the Company release from On-the-Job Training (OJT) and the successful completion of a desk check.
- 9.03.01 The Company has the right to discharge probationary employees during their probationary period who are found to be unsuitable for continued employment.
- 9.03.02 In the event of a staff reduction, probationary employees will be affected in inverse order of their first day of work, including training, and shall not have the right to bump another employee or to layoff and recall. They will, however, be entitled to bid on a vacancy and to have that bid considered in accordance with Article 8.0 using the employee's first day of work, including training, as their seniority date.



- 9.04 Following the completion of an employee's probationary period they shall become a permanent employee and shall thereupon be entitled to a position on the seniority list. Such position on the seniority list shall date from the employee's first day of work, including training.
- 9.05 The probationary period of any employee may be extended or reduced for such time and duration as may be mutually agreed by the Company and the Union.
- 9.06 All new employees will be given Union information and membership application together with the Company employment package during the initial training. The Company agrees to allow up to four (4) hours for the union representative to be able to meet with new employees within the first two (2) months of start date including training.
- 9.07 The Union shall be advised, in writing, of the name, home address, classification, pay rate and start date of employees who enter the scope of the Agreement. The Company will provide this information within two (2) weeks of an employee's appointment to the position. The Company agrees to cc. the District Chair on all Bargaining Unit offer letters.

**ARTICLE 10 - SYSTEM SENIORITY LIST**

- 10.01 The Company recognizes that seniority, subject to the provisions of this Agreement, shall govern all employees in case of promotion, demotion, their retention in case of reduction in force, their assignment or reassignment due to expansion or reduction in force, for training, for bidding on vacancies, shifts, rest days and vacation preference.
- 10.02 No later than January 15<sup>th</sup> and July 15<sup>th</sup> of each year, the Company will post a system seniority list for all employees employed as of the first day of the preceding month. Each list will contain the following information for each employee, in order of Classification Seniority:
  - Name
  - Classification
  - Bargaining Unit Seniority Date
  - Company Service Date
- 10.03 Employees shall have thirty (30) days after the posting of such seniority list in which to protest in writing any alleged omissions or errors affecting their seniority. Seniority protests shall be resolved by mutual agreement between the Union and the Company at the Human Resources Department level.
- 10.04 Seniority lists shall remain posted on bulletin boards until superseded by a subsequent list.
- 10.05 **Bargaining Unit Seniority**

Shall commence on the date of hire into a permanent position within the scope of the Agreement. Bargaining Unit Seniority shall be used to determine:

  - (a) Preference for leaves of absence;
  - (b) Filling of vacancies;
  - (c) Staff reductions and displacements;
  - (d) Pay (except as provided for in Articles 6.02, 6.03, and 6.04).

#### 10.06 **Classification Seniority**

Subject to other provisions of this Agreement, Classification Seniority shall govern in respect to:

- (a) Vacation preference;
  - (b) Bidding of shifts;
  - (c) Allocation of overtime (subject to Articles 5.06 and 5.07);
  - (d) Preference for Time Bank use.
- 10.07 When two (2) or more employees are employed by the Company on the same date, their position on the seniority list shall be determined by drawing the names by lot.
- 10.08 In the event that two (2) or more employees have the same Bargaining Unit Seniority date, the employee with the greatest Company service shall hold the prior position on the Classification Seniority list.
- 10.09 An employee who transfers from one classification to another shall be able to transfer their Classification Seniority to their new classification and shall continue to retain and accrue seniority in the former classification.
- 10.10 When an employee accepts a position within the Company that is outside the scope of this Agreement the employee shall retain and accrue seniority for a period of twelve (12) calendar months, for the purpose of returning to the Bargaining Unit, provided they return within twelve (12) months of the date of leaving and continue to pay Union dues. An employee will be allowed to move once during the term of the Agreement. The employee will provide thirty (30) days advance notice prior to returning to the Bargaining Unit. 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.

#### **ARTICLE 11 - STAFF REDUCTIONS AND DISPLACEMENT**

- 11.01 In the event of a staff reduction, seniority shall be recognized. The principle of last on, first off shall prevail, subject to the following provisions.
- 11.02 When there is to be a staff reduction, it will be accomplished in reverse order of Bargaining Unit Seniority. Employees affected will be given as much advance notice as practicable but not less than fourteen (14) calendar days. It is understood that the Company may give the employee pay for the fourteen (14) days in lieu of notice.
- 11.03 An employee laid off due to a staff reduction shall, when laid off, file their address with the Company and thereafter keep the Company informed of their current address.
- 11.04 Employees on layoff will receive notice of all vacant positions issued under Article 8.01. Employees will receive these notices in such manner as is necessary to allow the employee to submit an application and be considered under the provisions of Article 8.0.
- 11.05 An employee shall forfeit their seniority if they do not return to work within fourteen (14) calendar days after notice from the Company that they have been awarded a vacancy for which they have applied. Notice that the employee has been awarded a vacancy will be by telephone but will immediately be confirmed in writing, both to the last point of contact filed with the Company. Copies of the written confirmation will be provided to the Union District Chairperson.

- 11.05.01 Employees who reside outside the Base in which they have been awarded a vacancy and employees who are employed by another employer at the time they are awarded a vacancy will be allowed an additional fourteen (14) calendar days in which to return to work. In order to be entitled to this additional time, the employee must contact the Company immediately upon receipt of the notice that they have been awarded a vacancy in order to establish the date of return.
- 11.06 During a period of layoff an employee will continue to accrue seniority for forty-eight (48) months following their last date of layoff. At the end of these forty-eight (48) months, the employee will lose all seniority and their record with the Company will be closed.
- 11.06.01 Notwithstanding the provisions of Article 11.07, seniority for pay purposes will not accrue during a period of layoff. Seniority for the purposes of calculating vacation entitlement will continue to accrue during a period of layoff up to a maximum of twelve (12) months.
- 11.07 In the case of a third party labour dispute, act of God or the grounding of Company aircraft for reasons beyond Company control causing sudden temporary cessation of work, the requirements of notice will be reduced to forty-eight (48) hours. If employees are laid off due to such work stoppages over which the Company has no control, such employees will receive, at their option, any vacation pay due to them.
- 11.08 In the event the Company ceases its operation at a base, it is recognized that the provisions governing Staff Reductions may not fully or adequately deal with the impact on the employees affected. Therefore, it is agreed that when such changes are implemented by the Company, the following provisions shall apply.
- 11.08.01 For the purpose of defining the current location of the Crew Scheduling Base, the Base is defined as including any location within the Halifax Regional Municipality (HRM). Therefore, base closure language per Article 11.08 would not apply to a move to a location within the HRM.
- 11.08.02 When base closure is considered, the Company shall immediately hold discussions with the President of the Local Union to review the matter.
- 11.08.03 Prior to the closure of any base the Company shall provide the President with as much notice as possible. Such notice shall be in writing and shall provide the reasons for the closure, the number, names, status and seniority of employees who will likely be affected and the expected date of the closure.
- 11.08.04 Within thirty (30) calendar days following receipt of such notice the parties at the Headquarters level shall meet to discuss the impending closure and to discuss any items other than those specifically dealt with in the Agreement.
- 11.08.05 Employees shall have the option of:
- a) Terminating service with the Company and receiving termination pay equal to two (2) weeks' pay to a maximum of forty-eight (48) weeks at their current hourly rate for each complete year of service with the Company and will be prorated to include full time and part time service. The status that is used in any particular month will be based on the status held on the 15<sup>th</sup> of each month. Employees will be eligible, as applicable, for flight passes consistent with the Company Travel Policy;

- b) Taking early retirement; or,
- c) Exercising the staff reduction and displacement provisions of Article 11.0;
- d) In the event of another Base being available/created, then the provisions of this clause (Art. 11.08.05 (d)) will apply to the following effect: The maximum period in which the employee can delay his/her reporting/relocation is one (1) year following the date of the base closure. During this period the employee is eligible for travel, consistent with the Company Travel Policy and the employee may maintain their benefits through paying the entire cost of the premiums; excluding wage loss benefits.

## **ARTICLE 12 - UNION-MANAGEMENT COMMUNICATIONS**

12.01 The Union will notify the Company in writing of the names of its elected or appointed representatives and any changes thereto. The Company will notify the Union in writing of the management personnel with whom the Union shall deal with and any changes thereto.

### **12.02 Union Management Meetings**

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.

12.02.01 Union Management meetings will be held locally 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 affecting the work or working conditions of employees.

12.02.02 Meetings will be held as required on dates mutually agreeable. Minutes of such meetings will be prepared and made available to all concerned following approval of both parties.

12.02.03 Union Management meetings will not be considered as being in lieu of the grievance procedures.

12.03 **Time-Off Union Representatives** - 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. Additional request(s) for time off will not be unreasonably withheld. 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 Manager and with the Manager of the employees and personnel involved in any problem situation. Union time-off requested on a scheduled day off may be taken as a day in lieu, as agreed to by the Company, within three (3) months of the release date, or paid out. The Union Representative may request pay out, or applicable deposit to Time Bank at any time.

- 12.03.01 Except as provided for in Article 12.03.02, 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; educationals; executive meetings; meetings to discuss internal Union business. The Union will provide reasonable notice and the time-off will not be refused unreasonably.
- 12.03.02 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. In any case, the employees involved will not be debited or removed from the payroll. Time-off for which the Company has agreed to absorb the cost on a lost time basis will include all meetings with the Company. In addition, the Company will absorb the cost of lost time due to Union business up to a maximum of one hundred and sixty (160) 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.
- 12.03.03 Passes for transportation for meetings with Company representatives over the Company's routes will be issued on request in accordance with the Company Pass Manual.
- 12.04 **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 Canada Labour Relations Board 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.
- 12.05 **Technological Change** - In the event of technological change, the relevant provisions of the Canada Labour Code shall apply. Where technological change takes place that requires additional knowledge or skill on the part of its employees, discussions will take place between the Company and Union to establish a program of training for the employees affected by the change prior to the application of the technological change provisions of the Canada Labour Code. In addition, the Company shall notify the Union at least forty-five (45) days in advance of intent to institute technological change which will involve the layoff of any employee. In dealing with technological change, the Company will consider every reasonable opportunity for the training and retraining of displaced employees for positions which may be available in the Bargaining Unit.
- 12.06 **Bulletin Board** - The Company will provide a glass enclosed bulletin board for the use of the Union at an appropriate workplace location upon which the Union will have the right to post notices of interest to the Union and the employees. The Company reserves the right to remove any material deemed offensive or derogatory, which is posted on such bulletin board.
- 12.07 **Mailing List** - The Company, subject to the Privacy Act, will provide, upon request, the Union with an up- dated mailing list for all employees on a quarterly basis and with a copy of any change of address notices received from employees.
- 12.08 **Paid Education Leave** - The Company agrees to pay into a special education fund a sum equivalent to four (\$0.04) cents per hour per employee. 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, Unifor and sent on a quarterly basis by the Company to the following address: Unifor Family Education Centre, PEL Training Fund, R.R. #1, Port Elgin, Ontario N0H 2C5 with cheques made payable to the Unifor Leadership Training Fund.

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 the pre-session weekend and for twenty (20) days of class time, plus travel time where necessary, to be taken intermittently over a twelve (12) month period from the first day of leave. Employees on such leave of absence will be considered as being on time-off Union business as provided for in Article 12.03.01.

### **ARTICLE 13 - GRIEVANCE PROCEDURE, ARBITRATION, DISCIPLINE, SUSPENSION, DISMISSAL**

- 13.01 All grievances or disputes shall be settled finally and conclusively by the procedures described in this Article without interference with or a stoppage of work.
- 13.02 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 or if any employee is treated unjustly.
- 13.03 The Company will maintain the normal wages of the grievor(s), and employees (including Union Representatives) required to attend, during their normal hours of work, a grievance hearing at the Informal Step, Step 1 or Step 2, or a disciplinary investigative hearing.
- 13.04 Union representatives shall be recognized in discussing any grievance or complaint of any employee.
- 13.05 **Designates** - At any stage of the grievance procedure, the Company or Union may appoint a designate. Where a Company decision is rendered by a designate, that decision becomes the final decision for that level.
- 13.06 **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 Manager 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 to the Manager, Crew Scheduling or designate within ten (10) working days from the time the employee and/or Union 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 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 no later than five (5) 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 to the Director, System Operations Control (SOC) or designate within ten (10) working days after receipt of the Company's decision at Step 1. A meeting will be held between the Union 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, SOC will attempt to adjust the grievance without delay, but will give a written answer to the Union no later than five (5) 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.

13.07 **Policy/Group Grievance** - When the grievance has a general application and will affect more than one employee or will affect employees covered by more than one (1) section of this Agreement, the Union may submit a written grievance to the Director of Labour and Employee Relations. Such grievance shall 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 Labour Relations Department and the Union shall meet within ten (10) working days of the receipt of the written grievance.

The management representative shall attempt to adjust the grievance without delay, but shall give a written answer to the Union 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.

13.08 **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, or at any time following the expiry of the time limits for the rendering of a Step 2 decision, the Union may serve notice of intent to arbitrate, in writing, to the Director of Human Resources;
- (b) As soon as possible following the serving of notice of intent to arbitrate, the Company and Union will attempt to agree on an Arbitrator and the date(s) for the hearing. If no agreement is reached, the Minister of Labour may be requested to appoint an Arbitrator;
- (c) 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;
- (d) 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;
- (e) The Arbitrator's decision will be final and binding on the Company, the Union and the employee(s) involved;
- (f) The Company and Union will share, equally, the expenses and fees of the Arbitrator.

13.09 **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 Union may serve notice of its wish to submit the grievance to Mediation/Arbitration, in writing, to the Director of Labour and Employee Relations. 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 13.08;
- (b) As soon as possible following the serving of notice, the Company and Union will attempt to agree on an Arbitrator and the date for the hearing. Failing agreement, the grievance may be processed in accordance with Article 13.08;
- (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 13.06(b) or 13.07;
- (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. 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.

13.10 **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 12.03.02.



### 13.11 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, shall 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.

### 13.12 Discipline, Suspension or Dismissal

- (a) No employee shall be dismissed, suspended or otherwise disciplined except for just cause, subject to Article 9.03.01;
- (b) When disciplinary action is verbal, the employee shall be advised of the specific reason(s) and of his/her right to appeal the disciplinary action. Employees shall not be disciplined in any other manner prior to an investigation hearing into an incident or issue where discipline, suspension or dismissal is contemplated. Notice of such a hearing shall be given to the Union and employee(s) not less than forty-eight (48) hours prior to the time and date of the hearing and the meeting shall take place as scheduled subject to Article 13.11. The employee(s) shall have the right to produce witness(es) and evidence at the meeting and shall 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 shall 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 shall not be restricted from conducting investigative hearings or taking disciplinary actions due to the unavailability of Union representation provided the notice required by (b) above is given;
- (d) If, in the course of a normal interview, evidence is adduced that would lead the Manager to contemplate suspension or dismissal, the interview shall be immediately adjourned without further discussion of the incident or issue and an investigative hearing shall 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 (k) below and their right to initiate an appeal under the grievance procedure;
- (f) The Union District Chairperson shall receive a copy of all disciplinary notices issued to an employee in their District. The Union shall have the right to seek clarification of such notices;
- (g) Failure to follow the process required by (b) (d) and (e) above will render the disciplinary action null and void;

- (h) 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 13.06. 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;
- (i) 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;
- (j) **Written Complaints** - All written complaints about employees received by the Company shall be open to inspection by Representatives of the Union, and a copy given to the employee affected.
- (k) **Disciplinary Records** - Disciplinary actions resulting from misdemeanour offences shall be removed from an employee's record provided the record is free of discipline for one (1) full year.  
  
Records of more serious disciplinary actions shall be removed provided the record is free of discipline for a full two (2) year period. Where disciplinary references are removed, they will not be referred to or used against an employee at any time.
- (l) **Personal File** - Employees shall be given access to their personal file upon reasonable request. When authorized by the employee, Union Representatives will be given access to an employee's personal file upon request.

**ARTICLE 14 - VACATIONS**

14.01 A vacation week is seven (7) consecutive calendar days.

14.02 Annual vacations, with pay, shall be earned in one (1) vacation year and taken in the same vacation year in accordance with the following schedule:

<b>Years of Employment (as of December 31<sup>st</sup> in any year)</b>	<b>Entitlement</b>
Less than one (1) year	Eight (8) hours for each twenty-six (26) calendar days of service to a maximum of two (2) weeks
One (1) year but less than six (6) years	Greater of two (2) weeks or two (2) duty cycles
Six (6) years but less than ten (10) years	Greater of three (3) weeks or three (3) duty cycles
Ten (10) years and over	Greater of four (4) weeks or four (4) duty cycles

14.03 The vacation year is defined as January 1<sup>st</sup> to December 31<sup>st</sup>.

- 14.04 Employees on leave of absence, laid-off status, Workers' Compensation, short or long-term disability or on inactive status will have vacation entitlement prorated.
- 14.05 Vacation leave will be taken and bid and paid in blocks equal to the weekly work cycle. Vacation leave is not cumulative and will be taken during the calendar year for which it is granted unless mutually agreed and based upon special circumstances. An employee who takes any vacation other than the vacation earned in that year, will bid that vacation after all other employees have bid their vacation for the current year and will not affect the current years vacation of any other employee.
- 14.06 Subject to LOU #1(Transition Agreement), vacations shall be allocated within each classification according to Classification Seniority. By October 1<sup>st</sup> of each year, the Company will slot a vacation calendar and the following years' work schedule for vacation bidding purposes. The bidding process will begin no later than October 15<sup>th</sup>. Beginning with the employee in the classification who hold the greatest Classification Seniority time slots will be assigned to each employee, the most senior receiving the first slot and so on until all employees have received a slot.
- 14.06.01 Vacation bidding will be in this order and, if an employee misses their time slot, they will be moved to the bottom of the current round of bidding. When this process is completed, Round 1 vacations will be awarded and Round 2 will commence in the same manner, commencing no later than November 1<sup>st</sup>. Round 2 will be completed so that Round 3 can begin no later than November 15<sup>th</sup>. All remaining vacation will be bid in Round 3.
- 14.06.02 In addition:
- a) Vacation bidding can be done in person, by phone or by submitting a letter of preference to the Company;
  - b) Vacation entitlement not bid will be assigned by the Company at the end of the bidding process;
  - c) No employee shall have more than twenty-one (21) calendar days of vacation in conjunction with Statutory Holidays during the period from June 15<sup>th</sup> to September 15<sup>th</sup> inclusive on the first round of bidding, unless a longer period can be scheduled so as there is no conflict with other employee preferences.
- 14.07 For the purposes of the yearly vacation bid, a minimum of one (1) vacation slot for Senior Lead, two (2) vacation slots for Crew Schedulers and one (1) vacation slot for Assistant Schedulers will be made available for the entire year. However, after the yearly vacation bid it is recognized that it may be necessary to place restrictions on vacation periods, either due to Company requirements or numbers applying for the same periods. In the case where restrictions are necessary, management will make known each restriction and the reasons therefore. Adhoc vacation change requests will be processed in seniority order in accordance with the monthly schedule build. The vacation change shall be granted based on operational requirements and it is agreed such requests shall not be unreasonable withheld. The Vacation processing will be done in seniority order in conjunction with Time Bank requests as per Article 7.05 with the exception of changing vacation from the current month's build to a future month.
- 14.08 For the purpose of bidding vacation the Senior Lead, Crew Scheduler, Assistant Scheduler and Lead Scheduler positions are considered separate job functions and are to be bid separately and independently of each other.
- 14.09 Once assigned, vacation periods may only be changed by mutual agreement between the employee, the Company, and the Union with not less than thirty (30) days' notice.

- 14.10 When additional vacation time becomes available the Company will post it for bid in order of seniority.
- 14.11 The Company shall post each employee's annual vacation and banked Statutory Holiday time, by October 30<sup>th</sup> of each year for vacation bidding purposes.

## **ARTICLE 15 - LEAVES OF ABSENCE**

### **15.01 Jury/Witness Duty**

Any employee who is required to perform jury duty on a day when they would normally have worked, or attends court in response to a subpoena only to give evidence as a witness concerning matters occurring during the regular course of their employment with the Company, will be reimbursed by the Company for the difference between the pay received for jury duty or witness attendance and their regular straight time hourly rate of pay for their regularly scheduled hours of work. The employee will be required to furnish proof of jury duty or witness attendance. Upon discharge from jury or witness service, the employee shall return to work at their next regularly scheduled assignment.

### **15.02 Bereavement Leave**

An employee is entitled to time off from work with pay and benefits in the event of a death in his/her immediate family, as provided herein:

- In the event of the death of an employee's spouse (including common-law partner) or children of the employee or spouse, the employee will be granted seven (7) consecutive calendar days (working or nonworking days) leave without loss of pay commencing on the day immediately following the day of death or notification of death whichever comes later.
- In the event of the death of an employee's mother (or step-mother), father (or step-father), brother (or stepbrother), sister (or step-sister), grandchild, or the death of a spouse's parent, sibling, grandchild, or any relative with whom the employee resides, the employee will be granted five (5) consecutive calendar days leave without loss of pay commencing on the day immediately following the day of death or notification of death whichever comes later.
- In the event of the death of an employee's grandparent, the employee will be granted one (1) day leave without loss of pay to attend the funeral. In addition, an employee may take a total of two (2) additional days leave without loss of pay if travel is required to attend these funeral services. These travel days must be taken immediately before and after the granted bereavement day.
- In the event of the death of any other relative, the employee will be granted one (1) day leave without loss of pay for attendance at the funeral. Bereavement leave may be extended without pay on the approval of the department manager should circumstances warrant.

On the occasion of the death of a relative the employee must advise his/her supervisor indicating the period of bereavement he/she will require to be off work.

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

### 15.03 **Union Business**

Any employee elected or appointed as an official of the Union necessitating a leave of absence may, subject to the requirements of the operation, be granted a leave of absence without pay for up to one (1) year. After one (1) year the leave may be renewed subject to mutual agreement between the Company and the Union. Such employee may return to the Bargaining Unit by the right of seniority. The employee may elect to continue eligibility for Health and Welfare benefits provided the employee pays the full cost of premiums in advance. An employee on a Union leave of absence shall retain and accrue all seniority rights. The Company shall be notified at least thirty (30) calendar days prior to commencement and return date of such leave. While on leave it shall be the employee's responsibility to maintain all required licences and endorsements at a standard which is satisfactory to the Company.

15.04 **Personal Leave** - The Company may grant an employee a leave of absence without pay for up to ninety (90) days subject to operational requirements. Beyond ninety (90) days, seniority shall be retained but not accrued. This leave may be renewed by the mutual consent of the Company and the employee with the Union District Chairperson being advised by the Company of the renewal. The terms of the request and the granting of permission must be in writing. Employees shall not be entitled to more than twenty-four (24) months leave of absence in succession.

15.05 **Reassignment, Maternity, Parental and Paternity Leave** - Employees will be granted reassignment of duties, maternity and parental leave in accordance with the relevant provisions of the Canada Labour Code.

15.06 An employee on a Personal Leave, Maternity or Parental Leave, or Leave for 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.

15.07 **Family Care** – Employees will be allowed a maximum of five (5) days in each calendar year for the care of their sick or injured spouse/partner, parent(s), child or unforeseen family emergency. For pay purposes, the employees earned sick leave will be reduced when an employee is absent up to the maximum of five (5) days per year. The employee requiring such leave will endeavor 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.

### **ARTICLE 16 – ABSENCE FROM WORK**

16.01 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 shall not be discriminated against. An employee unavoidably kept from work must advise their Manager, if possible, in time so that relief can be arranged. Such absences shall be without pay.

### **ARTICLE 17 - HEALTH AND SAFETY**

17.01 The Company shall establish healthy and safe working conditions and shall take every possible precaution to protect the health and safety of its employees, including abiding with all of the provisions of the Canada Labour Code.

- 17.02 **Health and Safety** - The Company will take all necessary precautions to maintain safe, sanitary and healthful conditions at all workplaces. Health and safety are of paramount importance to all personnel and all employees have an 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.
- 17.02.01 Health and Safety Committees - Health and Safety Committee, consisting of an equal number of members appointed by the Company and members appointed by the Union, will be established. The Committee will meet as required, will monitor all practices needed to enable the health and safety of employees and will consider, without delay, all situations involving hazardous conditions and practices brought to its attention.
- 17.02.02 A Health and Safety Representative is entitled to such time from their work as is necessary to carry out their functions as a Representative and any time spent by them while carrying out any of those functions will, for the purposes of calculating wages owing, be deemed to have been spent at their work. It is understood that the employee is expected to inform their Manager, in writing and with as much notice as possible, of the time required and the reasons for the requirement.
- 17.02.03 Where practicable, no complaint will be instituted with the Government Agency concerned prior to presentation to the Health and Safety Committee.
- 17.03 An employee will contact their Manager before refusing work that the employee has reasonable grounds to believe may be hazardous.
- 17.04 **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 shall 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.
- 17.05 **Working Alone** - No employee shall work alone.
- 17.06 **Health & Safety Policy Committee** – Pursuant with Part II of the Canada Labour Code the Union will appoint a Representative to this Committee.
- 17.07 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 workplace telephone numbers and work locations of all members of the Health & Safety Committee or of the Health & Safety Representative.

## **ARTICLE 18 – SICK LEAVE**

- 18.01 A sick day shall mean the period of scheduled working days during which an employee is unable to report for duty as a result of sickness or injury while off duty and during which period they are paid as outlined herein.
- 18.02 On January 1<sup>st</sup> of each year, employees who have completed their probationary period shall be entitled to 96.3 hours of sick leave with pay for the current year. Probationary employees are entitled to one (1) sick day for each full calendar month of employment.

- 18.03 An employee will have sick leave reduced by the number of hours that they were unable to attend work due to illness or injury (non-occupational), subject to the benefits provided under the Disability Plan.
- 18.04 The Company may require proper medical authorization to substantiate any absence for sick leave of three (3) or more consecutive days.
- 18.05 Notwithstanding Article 18.04 where there is a record of excessive absenteeism or when specific information is obtained by the Company that indicates abuse the Company may require medical documentation, from the employee's physician, as proof of illness. Such requests will not be made in an arbitrary manner.
- 18.06 Further, the Company will reimburse the employee for all reasonable expenses incurred in acquiring the medical authorization.
- 18.07 It is the responsibility of the employee to notify their Manager or designate, as soon as it is practicable, of absence due to illness. An employee's failure to make the appropriate notification may be considered as absence without pay.
- 18.08 It will be the responsibility of an employee on sick leave to notify the Company prior to commencing their vacation that they are carrying their sick leave into their vacation period. Vacation will be adjusted forward accordingly into available slots.
- 18.09 Any unused portion of an employee's yearly sick leave allowance shall be cumulative to a maximum of two hundred and eighteen (218) hours.
- 18.10 Utilization of sick leave credits will be limited to a period of seven (7) consecutive calendar days commencing with the first scheduled work day on any one (1) occasion of sickness or non-occupational injury. Upon notification to the Company, a Crew Scheduler may continue using sick credits if the Crew Scheduler has sufficient sick credits banked. Such notification must be given within the initial seven (7) day period in order to extend from seven (7) to fourteen (14) days.

## **ARTICLE 19 – GENERAL**

### **19.01 Changes in Equipment or Work Processes**

In the event the Company changes the equipment used or operated, or changes work processes, the Company will provide training, in order of seniority, to employees in the classification(s) where the change in equipment or work process is introduced. In the event such training is also made available to employees not in the applicable classification(s), such training will be provided in order of seniority to those employees in the other classification(s) who signify their desire to receive such training. The Company will cover all related costs (e.g. transportation, per diem expenses, accommodation, etc.).

19.01.01 Where time permits, the Company will post a bulletin outlining training opportunities which are being made available to employees outside of a classification so that employees may signify their desire to receive such training.

19.01.02 In the event 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. Employees who have not been provided with training in order of seniority will not be prejudiced in any manner as a result thereof.

19.01.03 No employee will have their classification changed or their rate of pay affected if the Company changes equipment used or operated or changes work processes.

**19.02 Training**

Training of new employees on specific duties will be provided by the employee(s) who normally perform the work. Any Crew Scheduler who is scheduled to perform on-the-job training shall receive in addition to their regular pay a pay premium of fifty dollars (\$50.00) per shift.

19.02.01 Ad hoc/On-the-Job Trainers

Ad hoc/On-the-Job training will be performed by an employee who normally performs the duties (training positions will be posted by classification).

19.02.02 Selection will be on the basis of seniority of those employees meeting the qualifications in the specific job function, as determined by the Company.

19.02.03 The number of trainers will be determined by the number of employees and training requirements.

19.02.04 Subject to operational requirements, training assignments will be awarded in seniority order. Training assignments not selected will be awarded in reverse order of seniority to eligible trainers.

19.02.05 The Company will provide all Ad hoc/On-the-Job trainers with job specific training. Training will be provided by Crew Scheduling Management on a bi-annual basis.

19.02.06 Employees on vacation will not be eligible to act as a trainer during their scheduled vacation period.

19.02.07 Upon the delivery of thirty (30) days written notice, a trainer may relinquish his or her training duties.

19.02.08 Upon the delivery of written notice and demonstration of just cause, the Company may relieve a trainer of his or her duties.

**19.03 Away from Base Expenses**

Any employee who is required by the Company to be away from their home base will receive all reasonable costs of hotel accommodations, transportation, parking and other requirements and will be paid the following meal allowance during any part of each of the following:

Breakfast	0600 - 0900	\$20.00
Lunch	1100 - 1400	\$20.00
Dinner	1700 - 2000	\$40.00

**Note:** Per diem meal allowances do not require receipts.



19.04 **Use of Personal Vehicle**

Employees will not be required to use their personal vehicle for Company business.

19.05 **Training/Travel**

Employees who are required to attend training on their normally scheduled work day shall be paid their appropriate hourly rate for those hours in attendance during training. Should reassignment to training result in a reduction of hours from regular duty, an employee will not have their pay reduced. When training is provided on a regularly scheduled day off, including time spent for air travel, employees shall elect either pay equal to time and one-half (1 ½ X) for all hours scheduled or the equivalent hours will be placed in their Time Bank.

19.05.01 An employee who travels and attends training outside of their scheduled shift shall be entitled to receive the following credit. If the employee is traveling by air, travel time will be based on the scheduled departure time and the actual time of the flight including connection time and one (1) hour for pre-flight ground time and fifteen (15) minutes post-flight, subject to the minimum four (4) hour call in under Article 5.04.

19.05.02 Operational Set-up in Crew Scheduling

To determine training and coaching opportunities, the employer will implement desk checks for Crew Schedulers and Leads every twenty-four (24) months. It is understood the Company will provide a minimum of twenty-four (24) hours' notice prior to conducting a desk check.

**ARTICLE 20 - SAVINGS CLAUSE**

20.01 Should any part or provision of this Agreement be rendered invalid by reason of an existing or subsequently enacted legislation by the Government of Canada, such invalidation of any part or provisions of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

20.02 During the term of this Agreement:

- (a) There shall be no strikes or lockouts by the parties to this Agreement with respect to any matter arising out of the Agreement for which Arbitration is provided under the terms of the Agreement, and;
- (b) The parties to this Agreement expressly agree that there will be no activity within the meaning of
  - (a) above threatened, declared, authorized, counselled, aided or brought about on its part.

20.03 **Picket Line** - An employee in the Bargaining Unit covered by this Agreement shall have the right to refuse to cross a legal picket line if his/her safety is in jeopardy. Failure to cross such picket line in such circumstances shall not be considered a violation of this Agreement and shall not be cause for discipline or discharge; however, employee(s) will be deducted pay for time-off.

## **ARTICLE 21 - UNION MEMBERSHIP AND DEDUCTION OF DUES**

- 21.01 (a) All employees who, on the date of the signing of the first Agreement, are union members in good standing, or may become Union members in good standing, shall as a condition of employment maintain Union membership. All employees who, as of the effective date of the first Agreement, are not Union members shall not be required to become members as a condition of employment. All new employees hired as of the date of the signing of the first Agreement shall, as a condition of employment, become Union members within thirty (30) days from the date of employment and shall, as a condition of employment, remain Union members in good standing.
- (b) Where the Company has been advised in writing by the Union that an employee is not a member in good standing with the Union as required by the above, the Company shall, upon receipt of such notification immediately discharge the employee.
- 21.02 The Union shall not deny membership to an individual in an unreasonable, arbitrary, or discriminatory manner.
- 21.03 The Company agrees to deduct from the pay of each employee covered by this Agreement, Union dues, Initiation fees and assessments upon receiving the employee's written authorization for the Company to make such deductions. The Company will pay over to the Financial Secretary of the Union the wages withheld for such fees, dues and assessments. The amount withheld shall be reported and paid to the Union monthly and will be accompanied by a statement of the wages withheld from each individual employee. The Company will report the amount deducted for each employee when issuing their T4 income tax slips.

## **ARTICLE 22 - PART-TIME EMPLOYEES**

- 22.01 All positions will be permanent full-time except as provided for in Article 8.0 or the following.
- 22.02 It is recognized that the Company may employ part-time relief employees. The number of part-time relief employees shall not exceed thirty percent (30%) of the permanent full-time employee group within the department.
- 22.03 Part-time relief employees will be covered by all terms of this Agreement except that their hours of work will be established based on twenty (20) hours per week.
- 22.04 Part-time relief employees will receive their schedule one (1) month in advance and will be scheduled to work a minimum of twenty (20) hours per week to a maximum of thirty-seven and one-half (37.5) hours per week. Once their schedule has been set it cannot be changed without mutual agreement.
- 22.05 Where it can be established that permanent full-time positions may be utilized rather than part-time relief employees, the Company agrees to meet with the Union to discuss creating full-time positions.
- 22.06 The Company will staff its operations 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

22.07 Part-time employees as so deemed by Article 22.0, will be required to cover ad-hoc hours at straight time until they have exceeded either of the following: worked over the length of the longest assigned shift (i.e. 10.7 hours); worked more than 42.8 hours in a week up to a maximum of one hundred and sixty-two and one-half (162.5) hours in the month.

## **ARTICLE 23 – EMPLOYEE BENEFITS**

### **23.01 Benefits**

- 23.01.01 Employees will be eligible for coverage in a group insurance plan arranged by the Company. The cost of the plan premiums will be shared on a fifty percent (50%) paid by the Company and fifty percent (50%) paid by the employee basis. The group insurance plan shall consist of the following benefits:
- Life Insurance
  - Dependent Life Insurance
  - Accidental Death and Dismemberment
  - Dental Insurance
  - Health Insurance
  - Short Term/Long Term Disability
- (a) Benefits – increase by 2% for benefit maximums (para-medical expenses, disability maximums) effective ratification date;
- (b) Vision – increase maximum benefit by \$250 to \$400 effective ratification date. The 2% increase does not apply to vision;
- (c) Dental implants to be included under major restorative coverage effective ratification date.
- 23.01.02 Any benefit and/or insurance provided through the group insurance plan shall be as more particularly described and set forth in the respective policies of insurance and benefit plan documents. The specific application and administration of all insurance benefits, and all matters with respect to the group insurance plan, shall be governed by the terms of the contract or contracts with the insurance carrier or carriers.
- 23.01.03 In the event of a dispute between an employee and an insurer or carrier concerning the payment of benefits under any such policies or plans, the Company will, if requested by an employee, discuss the matter with the insurer or carrier as the case may be in an attempt to adjust or settle the dispute.
- 23.01.04 The Company reserves the right to secure coverage with an alternate insurer(s) or under an alternate plan(s) provided the benefits are comparable. In such cases the Company will provide notice to the Union thirty (30) days in advance of such change to the plan(s) and will meet with the Union if requested, to provide information concerning the changes and their effects upon the employees. In the event that it is necessary to reduce plan coverage, the Company will meet with the Union to mutually agree upon such reduction.
- 23.01.05 The Company will provide to the Union a copy of the applicable employee benefit plans.

23.01.06 Further to Article 23.01 above should the Unifor Maintenance Non-technical group successfully ratify an agreement with the Company, which provides a group insurance employee benefit package that differs significantly from Article 23.01 then the Union shall have the option of selecting that package. It is the intent of this Article that the group insurance employee benefit packages of the Unifor Crew Schedulers and Unifor Maintenance Non-technical groups be similar.

## 23.02 Pension

23.02.01 It is agreed that all employees covered by the Collective Agreement and upon completion of their probationary period will be eligible for participation in a Contribution Plan as arrangement by the Company and hereinafter referred to as and subject to the terms and conditions of the Plan.

23.02.02 Participation in the Plan by employees is mandatory. Contributions to the pension plan will be matched by the Company up to five percent (5%) of basic wages.

23.02.03 This arrangement for the Plan will continue for the duration of the Collective Agreement. Notwithstanding, however, this arrangement may be reviewed under one of the following circumstances:

- a) The introduction of new pension legislation having an effect upon employment relations of Jazz Aviation LP;
- b) A decision by the Company to change to an alternative employee pension/retirement vehicle.

23.02.04 In the event of either occurrence as outlined above in points 23.02.03 a) or 23.02.03 b), the Company will provide written notice to the Union sixty (60) days prior to the intended introduction. Following the provisions of notice, the Company will meet with the Union so as to obtain Union input regarding the application and administration of the Plan. The Pension Plan shall be deemed to be in lieu of the Registered Retirement Savings Plan and shall not have the effect of decreasing the Company's funding obligation or decreasing the current level of benefits provided.

23.02.05 Further to Article 23.02 above should the Unifor Maintenance Non-technical group successfully ratify an agreement with the Company, which provides an employee pension plan that differs significantly from Article 23.02 then the Union shall have the option of selecting that package. It is the intent of this Article that the employee pension plan of the Unifor Crew Schedulers and Unifor Maintenance Non-technical groups be similar.

## **ARTICLE 24 – RELIEF ASSIGNMENTS**

24.01 Relief for Lead Scheduler will be provided for by designating the senior qualified Crew Scheduler from those who apply. Relief Leads will assume the shift of the Lead they are replacing and will be paid the Lead premium ten percent (10%) for all hours worked.

24.02 Where use of a Relief Lead will require overtime to backfill the Schedulers shift, the Company will first offer the overtime to the Lead Schedulers prior to utilizing Relief.

- 24.03 Pursuant with the provisions of Article 3.09 Lead Schedulers making shift exchanges will arrange them with qualified Lead Schedulers. Other shift trades will be arranged subject to the employees concerned being capable of performing the work of the other party.

## **ARTICLE 25 – RENEWAL AND TERMINATION OF AGREEMENT**

- 25.01 This Agreement is effective July 1<sup>st</sup>, 2016, except as otherwise provided herein, and will continue in full force and effect until June 30<sup>th</sup>, 2021, and may be varied by mutual agreement, in writing, between the parties hereto.
- 25.02 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.
- 25.03 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.

## **ARTICLE 26 – DISCRIMINATION AND WORKPLACE CONFLICT**

### **26.0 No Discrimination**

Employees will not suffer any harassment nor will they be discriminated against by the Company and/or the Union, or any of the officers or agents acting on their behalf, with respect to terms or conditions of employment on the grounds of sex, race, colour, nationality, ancestry, place of origin, language ability, family relationship, place of residence, political affiliation, sexual orientation, or failure to act on a directive which is illegal.

The Company further commits that it will not discriminate against any employees, committee members or Union Representatives because of their membership in the Union or their participation in Union activities.

### **26.01 Sexual Harassment**

The Union and the Company recognize the right of all employees to employment free of sexual harassment. All matters concerning sexual harassment will be dealt with in a confidential manner and in accordance with Company policy or the grievance procedure. In settling a complaint of sexual harassment, every effort will be made to discipline and relocate the harasser, not the victim.

### **26.02 Harassment and Workplace Conflict**

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.

- 26.02.01 Harassment is defined as any course of vexatious comment or conduct that is known or ought reasonably to be 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.

- 26.02.02 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 for failure to act upon a directive which is illegal or contrary to any provision of the Collective Agreement.
- 26.02.03 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.
- 26.02.04 Harassment may be further understood as follows:
- 26.02.04.01 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 the Canadian Human Rights Act. Those protected groups (or prohibited grounds of harassment) are as follows: race/colour, religion, disability (including dependence on alcohol or drugs), age, sex, marital status, sexual orientation, national or ethnic origin and pardoned conviction.
- 26.02.04.02 Sexual Harassment may be any singular or repeated comment, gesture, contact, or conduct of a sexual nature that ought reasonably to be known to be 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
  - Sexually 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.
- 26.02.04.03 Personal Harassment is defined as any course of vexatious comment or conduct that is known or ought 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 employees
- Other activities that have an adverse impact upon a person's or group's dignity, or that create an intimidating, hostile, or offensive atmosphere.

26.02.04.04 Where harassment complaints are determined to be frivolous, vindictive, or vexatious action may be taken against the complainant or appropriate parties.

**26.02.05 Complaint Investigation**

26.02.05.01 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 and impartial manner until such time as they are resolved. Breaches of confidentiality may be subject to discipline.

26.02.05.02 Any employee who believes they are the victim of harassment is encouraged to report the matter. Retaliation in any form against a complainant or a witness in a harassment investigation is unacceptable and may be subject to discipline. In any instance of retaliation, management is responsible for ensuring corrective action is taken, up to and including dismissal.

26.02.05.03 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 the 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.

26.02.05.04 The complainant will have the option of starting the investigation process at Stage 1 or Stage 2.

26.02.05.05 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 order to resolve the matter quickly and appropriately.

At any point the complainant, management or the Union 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 behavior 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 resolutions should be completed within two weeks from the date of the initial complaint.

When complaints are resolved at this stage the Company and 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 behavior should other similar issues arise within this period regarding any of the parties in the initial complaint.

26.02.05.06

#### 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 Union and Company 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 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 complaint will be communicated to the alleged harasser (respondent). The respondent will be given an appropriate amount of information regarding the complaint in order to make a detailed response.



When both the complainant and 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 an investigator to hear all evidence in the formal investigation.

Should a Union member be the respondent in a complaint lodged under a collective agreement administered by another bargaining agent, the Union will appoint an investigator to hear all evidence in the investigatory hearing.

26.02.05.07 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 may 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 fourteen (14) calendar days of the filing of the complaint to the Vice President of Human Resources and the President of the Local. An extension of the time limit for submitting the report may be agreed between the Vice President of Human Resources and the President of the Local.

26.02.05.08 Within ten (10) calendar days of receiving the investigation reports the Vice President of Human Resources 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 VP of Human Resources shall take measures to separate the employees, if deemed necessary.

#### 26.02.06 Appeals

Where any party to the investigation is not satisfied with the decision of the VP of Human Resources, a letter requesting a review of the decision will be sent to the VP of Human Resources within 14 calendar days of receipt of the decision. The VP Human Resources and the President of the Local will jointly review the decision. Where the Union 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 26.02 will be resolved through the appeal procedure in the Article 26.02.06.

26.02.06.01 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.

26.02.07 Commitment to a Harassment Free Workplace

In keeping with the commitment of the Company and the Union 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 changes such as transfer or reassignment, except when the complainant is transferred at their request.

26.02.08 Time Lines. Times lines in Article 26.02 may be adjusted with the mutual consent of the President of the Local.

## **ARTICLE 27 – LEGAL PROTECTION**

### **27.0 Legal Protection**

When court action is filed against an employee, such criminal charge or civil suit arising out of acts or omissions while acting within their scope of employment with the Company, and such criminal charge or civil suit is dismissed or held improperly by a court of competent jurisdiction or an appeal taken therefrom, the Company shall pay the employee at their regular rate for the time loss due to attendance on their legal counsel and any court appearances and the Company shall also reimburse the employee for any legal fees and other legitimate expenses that the employee has incurred. Prior to the employee taking steps to defend themselves, the employee shall consult the President of the Company or designee to determine which legal firm should be used and the parties shall meet to discuss the method of payment at the time the event occurs.

**MEMORANDUM OF SETTLEMENT**

Between

Jazz Aviation LP

And

Unifor Crew Scheduling

WHERE AS this Memorandum of Settlement is made and entered into by and between Jazz Aviation LP hereinafter referred to as “the Company”, and Unifor Crew Scheduling hereinafter referred to as the “Union” AND

WHERE AS it is hereby agreed that both parties will fully recommend the acceptance of this agreement AND

WHERE AS it is recognized by the parties to this memorandum, that the changes agreed upon, will require a reasonable amount of time and patience to implement. It is agreed, therefore, that both parties will meet on a timely basis to resolve any implementation issues AND

WHERE AS the attached documents agreed to by the parties shall constitute the Agreement in Principal and shall form the basis for Jazz Aviation LP Collective Agreement #4 AND

WHERE AS this Memorandum shall be effective on the date of ratification by the Union membership

NOW THEREFORE the parties agree to the following:

1. **Duration of Agreement:** July 1<sup>st</sup>, 2016 to June 30<sup>th</sup>, 2021.
2. **Wages: (Article 6)**

Schedulers – Wage Rates

July 1 <sup>st</sup> , 2016	>	2% Wage Increase
July 1 <sup>st</sup> , 2017	>	2% Wage Increase
July 1 <sup>st</sup> , 2018	>	2% Wage Increase
July 1 <sup>st</sup> , 2019	>	2% Wage Increase
July 1 <sup>st</sup> , 2020	>	2% Wage Increase

**SCHEDULER - Wage Rates & Loyalty Premium**

Wage Rates	Jul 15 Jun 16	Jul 16 Jun 17	Jul 17 Jun 18	Jul 18 Jun 19	Jul 19 Jun 20	Jul 20 Jun 21
0-6 months	\$16.93	\$17.27	\$17.61	\$17.97	\$18.33	\$18.69
6-12 months	\$17.66	\$18.01	\$18.37	\$18.74	\$19.12	\$19.50
1-2 years	\$18.80	\$19.18	\$19.56	\$19.95	\$20.35	\$20.76
2-3 years	\$19.94	\$20.34	\$20.75	\$21.16	\$21.58	\$22.02
3-4 years	\$21.12	\$21.54	\$21.97	\$22.41	\$22.86	\$23.32
4-5 years	\$22.37	\$22.82	\$23.27	\$23.74	\$24.21	\$24.70
5-6 years	\$23.69	\$24.16	\$24.65	\$25.14	\$25.64	\$26.16
6-7 years	\$24.88	\$25.38	\$25.89	\$26.40	\$26.93	\$27.47
7-8 years	\$26.10	\$26.62	\$27.15	\$27.70	\$28.25	\$28.82
8-9 years	\$27.16	\$27.70	\$28.26	\$28.82	\$29.40	\$29.99
9+ years	\$28.54	\$29.11	\$29.69	\$30.29	\$30.89	\$31.51

Loyalty Premium	Jul 15 Jun 16	Jul 16 Jun 17	Jul 17 Jun 18	Jul 18 Jun 19	Jul 19 Jun 20	Jul 20 Jun 21
0-6 months	\$ 0.42	\$ 0.43	\$ 0.44	\$ 0.45	\$ 0.46	\$ 0.47
6-12 months	\$ 0.44	\$ 0.45	\$ 0.46	\$ 0.47	\$ 0.48	\$ 0.49
1-2 years	\$ 0.47	\$ 0.48	\$ 0.49	\$ 0.50	\$ 0.51	\$ 0.52
2-3 years	\$ 0.50	\$ 0.51	\$ 0.52	\$ 0.53	\$ 0.54	\$ 0.55
3-4 years	\$ 0.53	\$ 0.54	\$ 0.55	\$ 0.56	\$ 0.57	\$ 0.58
4-5 years	\$ 0.56	\$ 0.57	\$ 0.58	\$ 0.59	\$ 0.61	\$ 0.62
5-6 years	\$ 0.59	\$ 0.60	\$ 0.62	\$ 0.63	\$ 0.64	\$ 0.65
6-7 years	\$ 0.62	\$ 0.63	\$ 0.65	\$ 0.66	\$ 0.67	\$ 0.69
7-8 years	\$ 0.65	\$ 0.67	\$ 0.68	\$ 0.69	\$ 0.71	\$ 0.72
8-9 years	\$ 0.68	\$ 0.69	\$ 0.71	\$ 0.72	\$ 0.73	\$ 0.75
9+ years	\$ 0.71	\$ 0.73	\$ 0.74	\$ 0.76	\$ 0.77	\$ 0.79

**Assistant Schedulers – Wage Rates**

July 1 <sup>st</sup> , 2016	>	2% Wage Increase
July 1 <sup>st</sup> , 2017	>	2% Wage Increase
July 1 <sup>st</sup> , 2018	>	2% Wage Increase
July 1 <sup>st</sup> , 2019	>	2% Wage Increase
July 1 <sup>st</sup> , 2020	>	2% Wage Increase

**ASSISTANT SCHEDULER (Hired after July 1, 2013) - Wage Rates & Loyalty Premium**

Wage Rates	Jul 15 Jun 16	Jul 16 Jun 17	Jul 17 Jun 18	Jul 18 Jun 19	Jul 19 Jun 20	Jul 20 Jun 21
0-6 months	\$13.53	\$13.80	\$14.08	\$14.36	\$14.65	\$14.94
6-12 months	\$14.57	\$14.86	\$15.16	\$15.46	\$15.77	\$16.09
1-2 years	\$15.61	\$15.92	\$16.24	\$16.57	\$16.90	\$17.23
2-3 years	\$16.65	\$16.98	\$17.32	\$17.67	\$18.02	\$18.38
3-4 years	\$17.69	\$18.04	\$18.40	\$18.77	\$19.15	\$19.53
4-5 years	\$18.73	\$19.10	\$19.49	\$19.88	\$20.27	\$20.68
5-6 years	\$19.77	\$20.17	\$20.57	\$20.98	\$21.40	\$21.83
6-7 years	\$20.81	\$21.23	\$21.65	\$22.08	\$22.53	\$22.98
7-8 years	\$21.85	\$22.29	\$22.73	\$23.19	\$23.65	\$24.12
8-9 years	\$22.89	\$23.35	\$23.81	\$24.29	\$24.78	\$25.27
9+ years	\$23.93	\$24.41	\$24.90	\$25.39	\$25.90	\$26.42

Loyalty Premium	Jul 15 Jun 16	Jul 16 Jun 17	Jul 17 Jun 18	Jul 18 Jun 19	Jul 19 Jun 20	Jul 20 Jun 21
0-6 months	-	N/A	N/A	\$ 0.36	\$ 0.37	\$ 0.37
6-12 months	-	N/A	N/A	\$ 0.39	\$ 0.39	\$ 0.40
1-2 years	-	N/A	N/A	\$ 0.41	\$ 0.42	\$ 0.43
2-3 years	-	N/A	N/A	\$ 0.44	\$ 0.45	\$ 0.46
3-4 years	\$ 0.44	\$ 0.45	\$ 0.46	\$ 0.47	\$ 0.48	\$ 0.49
4-5 years	\$ 0.47	\$ 0.48	\$ 0.49	\$ 0.50	\$ 0.51	\$ 0.52
5-6 years	\$ 0.49	\$ 0.50	\$ 0.51	\$ 0.52	\$ 0.53	\$ 0.55
6-7 years	\$ 0.52	\$ 0.53	\$ 0.54	\$ 0.55	\$ 0.56	\$ 0.57
7-8 years	\$ 0.55	\$ 0.56	\$ 0.57	\$ 0.58	\$ 0.59	\$ 0.60
8-9 years	\$ 0.57	\$ 0.58	\$ 0.60	\$ 0.61	\$ 0.62	\$ 0.63
9+ years	\$ 0.60	\$ 0.61	\$ 0.62	\$ 0.63	\$ 0.65	\$ 0.66

- Retroactive payments for 2016 and 2017 for Assistant Schedulers, Crew Schedulers and Senior Leads will be paid within ninety (90) days of ratification.
- Pensionable contributions shall apply to retroactive payments.
- Retroactive payments will be issued on separate cheques.
- Retroactive payments will be subject to applicable statutory deductions.
- Retroactive payments are based on all hours worked at the employee's rate of pay.
- Red circled employees per Collective Agreement #3 shall receive a one-time cash payment for the July 1<sup>st</sup>, 2016. July 1<sup>st</sup>, 2017 payment will be as per above. As of July 1<sup>st</sup>, 2018, red circling of wages will cease.

**3. Employee Benefits: (Article 23)**

- a) Benefits – increase by 2% for benefit maximums (para-medical expenses, disability maximums) effective ratification date.
- b) Vision – increase maximum benefit by \$250 to \$400 effective ratification date. The 2% increase does not apply to vision.
- c) Dental implants to be included under major restorative coverage effective ratification date.

**4. Relief Definition: (Article 1.06.07)**

Relief definition of a day off – A 24-hour period from the end of one (1) shift to the commencement of another: this definition applies to a single day rotation and not towards a cycle for determining days off.

**5. Scope of Agreement: (Article 2)**

The Company hereby expressly agrees that it shall not contract out any Bargaining Unit work covered by this Agreement.

All Crew Schedulers positions and all Company Crew Scheduling work covered herein, which originates from and/or returns to Canada performed by or on behalf of the Company and operated by Company crew under the current or future Jazz Aviation LP operating certificate and operating from and/or returning to Canada, shall be performed by the Crew Schedulers covered under this Agreement in accordance with the terms and conditions of this

Agreement and/or any other extended agreements entered into between the Union and the Company.

**6. Hours of Service: (Article 3)**

3.02

<i>Schedule</i>	<i>Shift Hours</i>
5 days on/2 days off	7.5
4 days on/3 days off	9.4
3 days on/3 days off	10.7
5 days on/3 days off	8.6
4 days on/2 days off	8
4 days on/4 days off	10.7
3 days on/4 days off	12.5

3.04 The final work schedule shall be posted thirty (30) days in advance of its implementation unless otherwise agreed between the Company and the Union Chairperson. Once posted, the work schedule of an individual employee will not be changed, unless mutually agreed upon by the employee and Company, or as covered by a revision to the work schedule as provided for in Article 3.03, or as a result of a shift bid in accordance with Article 3.06.

3.04.01 Notwithstanding Article 3.04, a Relief qualified Senior Lead can have their regularly scheduled shift changed within seventy-two (72) hours to accommodate an uncovered Senior Lead shift(s). This will be offered in seniority order and be forced to the most junior qualified employee. A one hundred-dollar (\$100.00) premium per occurrence will be paid to the employee.

3.04.02 During the monthly schedule build, if no Relief Senior Lead has bid on an available Senior Lead shift, the junior eligible Relief Senior Lead will have their schedule adjusted to be assigned open Senior Lead shifts. Any forced change over two (2) hours of a start time of a shift will receive a three (3) hour credit to their Time Bank.

**Note:** The implementation of 3.04.01 and 3.04.02 will commence after the implementation of the Relief Senior Lead lines. For a ninety (90) day period following implementation of the Relief Senior Lead lines, current Relief Qualified Senior Leads will have a one (1) time ability to opt out of being a Relief Senior Lead with sixty (60) days of notice to the Union and Company per each individual wishing to opt out.

This period is to replace the Qualified Relief with a new employee. For employees requesting to opt out on the same calendar date during this period, the sixty (60) day period will be done in order of seniority.

3.06 Unless otherwise agreed between the Company and the Union, at least once a year the shift schedule will be opened for seniority bid. 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 Chairperson or their delegate.

**Note:** The implementation date of the yearly shift bid will be February 1<sup>st</sup> of each calendar year (unless mutually agreed).

3.06.01 **Shift Schedule Transition**

The process agreed to by both the Union and Company for the Transition from one schedule to another will be as follows:

4. Plot a work sheet starting on January 16<sup>th</sup> and ending on February 15<sup>th</sup>;
5. Mark in the days on/off (i.e. 4 on 4 off from January 16<sup>th</sup> to February 15<sup>th</sup> (inclusive) as though you had not changed shifts and had continued working on the original 4 on 4 off);
6. Now Plot the same dates January 16<sup>th</sup> to February 15<sup>th</sup> only this time change the February 1<sup>st</sup> to the 15<sup>th</sup> with the days on/off in the new schedule you are to work.

This method of calculating days on/off on a schedule transition can be used even if you are going to/from any format of schedule and length of shifts, (i.e. 4 on 4 off, 4 on 2 off, 5 on 3 off, etc.).

Day	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
org	X	X	W	W	W	W	X	X	X	X	W	W	W	W	X	X
Sample1	X	X	W	W	W	W	X	X	X	X	W	W	W	W	X	X
Sample2	X	X	W	W	W	W	X	X	X	X	W	W	W	W	X	X

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Hours
org	X	X	W	W	W	W	X	X	X	X	W	W	W	W	X	171.2
Sample1	X	X	X	X	W	W	W	W	X	X	X	X	W	W	W	160.5
Sample2	W	W	W	W	X	X	X	X	W	W	W	W	X	X	X	171.2

Sample 1:

Total hours would have worked is 171.2hrs, total hours will work on new schedule is 160.5. The difference is 10.7hrs so you would owe one shift.

Sample 2:

Total hours would have worked is 171.2hrs, total hours will work on new schedule is 171.2. No changes are needed.

- 3.06.02 Employees on an approved leave (STD, LTD, WSIB, Maternity, Parental, Personal, Compassionate, etc.) and with a known return to work date (i.e. clearance to return to work from their doctor) in the calendar year will exercise their right to bid vacation and shifts. Employees on STD, LTD and WSIB will provide a medical note to substantiate their return to work date.

**7. Overtime: (Article 5)**

5.02 Overtime work shall be done on a voluntary basis and shall be authorized by management personnel. However, it is understood that an employee may be requested to remain beyond their regular shift for up to two (2) hours in order to complete the job they were working on, or to inform those of the status of the job being performed.

5.02.01 However, it is understood that an employee may be forced to stay beyond the end of shift in order to ensure that the minimum of one (1) desk is covered at all times. At no point will the shift exceed an additional three (3) hours. In addition to overtime paid in Article 5.03, an employee will receive an additional one and one-half (1½ X) hours of

pay in his/her Time Bank for each hour, or part thereof, they are required to stay. Overtime will be offered on a voluntary basis in seniority order and Article 5.03 applies. If no volunteers, overtime will be forced and the senior employee will have the right of first refusal and Article 5.02.01 applies.

For example, for a shift scheduled to end at 0240, an employee may be forced to stay until 0540 to ensure the Company has single desk coverage. The calculation of overtime in this example is as follows:  $(1\frac{1}{2} \times)$  (1<sup>st</sup> hour) +  $(1\frac{1}{2} \times)$  (2<sup>nd</sup> hour) + 2 X (3<sup>rd</sup> hour) +  $(1\frac{1}{2} \times)$  (1<sup>st</sup> hour banked) +  $(1\frac{1}{2} \times)$  (2<sup>nd</sup> hour banked) +  $(1\frac{1}{2} \times)$  (3<sup>rd</sup> hour banked) = 9.5 credit hours

5.03 Hours worked beyond an employee's regular shift are paid at one and one-half times  $(1\frac{1}{2} \times)$  the hourly rate for the first two (2) hours. Any additional hours will be paid at double time (2 X).

## 8. **Classifications: (Article 6)**

### 6.01.01 *Senior Lead Scheduler*

Comprises the duties of an Assistant Scheduler and Crew Scheduler, and Lead Scheduler.

Senior Leads are responsible for providing support, direction and leadership to Crew Schedulers and Assistant Schedulers during day of flight operation. The duties include, IRROPs plan development and delegation; flight following and HUB management; alerts, approving and constructing charter requests; Union related flight releases; crew reporting and other related duties as assigned. Ensuring all policies, procedures and standards are adhered to; daily direction relating to crew movements; liaison with Operations Managers during irregular operations; interface as necessary with internal departments and external agencies; monitor Crew Schedulers to ensure workloads are manageable and make adjustments where required; monitor and report any discrepancies with respect to crew irregularities in the daily function of Crew Scheduling.

The premium for permanent Senior Leads will be fifteen percent (15%) over the highest rate in the Scheduler's scale. Relief Senior Leads will be paid fifteen percent (15%) over their rate of pay for all shifts worked as a Senior Lead.

### 6.01.04 Assistant Scheduler

Assistant Scheduler duties will include but not be limited to: covering open time, reserve, and WDOs; FLICA related duties; ad hoc changes to training/liasing with the training department as needed; answering phones and dealing with crew issues; hotel and deadhead cancellations; deadhead bookings; not notifieds.

## 9. **Loyalty Premium: (Article 6.04.01)**

Loyalty Premium – shall be payable for all hours worked in the workplace including those hours worked in the performance of Union duties. The Loyalty Premium is not subject to an OT premium and will be paid out, or banked at two and one-half percent (2.5%) of the normal wage rate including those hours worked on an employee's day off. Employees can bid vacation from their Loyalty vacation bank as per Article 7.09, such that a negative Loyalty vacation bank may accrue to a maximum of negative forty-two point eight (-42.8) or negative eighty-five point six (-85.6) hours for employees that have completed twelve (12) years' service at the start of the year vacation is to be bid for.

The Loyalty vacation bank will be reconciled at year end to zero (0) by using time bank hours to reduce the negative to zero (0).

**10. Time Bank: (Article 7)**

- 7.05 Ad hoc requests for time off will be processed in seniority order in accordance with the monthly schedule build. Requests for time off after the schedule is published shall be granted on a first come, first served basis. Once requested and approved all time-off shall be guaranteed.
- 7.09 One bank, labeled "Time Bank," will encompass all hours deposited and withdrawn from previously known "OT Bank" and "Stat Bank".
- 7.09.01 All employees, when taking a Time Bank day, take the length of their scheduled shift (i.e., 10.7 hours) from their "Time Bank".
- 7.09.02 Full Time Employees will receive one hundred and seven (107) hours in their "Time Bank" on January 1st of each year. The employees' Time Bank will be adjusted accordingly if the equivalent shift length is greater than or less than 10.7 hours per shift.
- 7.09.03 Deposits into "Time Bank" will also be done by request for overtime worked or working on a Statutory Holiday.
- 7.09.04 Positive Balances - Employees can request time bank payouts only when the requested number of hours is reflected as a positive balance in their "Time Bank."
- 7.09.05 Requests for more hours than available will be approved subject to operational requirements with the remaining hours debited from the current pay.
  - (a) If a time bank request is submitted in accordance with 7.09.05 and the employee doesn't have enough hours in their time bank, preference will be given to those who have the available hours in their time bank.

Time Bank reconciliation occurs when the employee leaves the Bargaining Unit and/or the Company. —

**11. Union Management Communications: (Article 12)**

Time-Off Union Representatives - 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. Additional request(s) for time off will not be unreasonably withheld.

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 Manager and with the Manager of the employees and personnel involved in any problem situation. Union time-off requested on a scheduled day off may be taken as a day in lieu, as agreed to by the Company, within three (3) months of the release date, or paid out. The Union Representative may request pay out, or applicable deposit to Time Bank at any time.



**12. Vacations: (Article 14)**

14.02

<b>Years of Employment (as of December 31<sup>st</sup> in any year)</b>	<b>Entitlement</b>
Less than one (1) year	Eight (8) hours for each twenty-six (26) calendar days of service to a maximum of two (2) weeks
One (1) year but less than six (6) years	Greater of two (2) weeks or two (2) duty cycles
Six (6) years but less than ten (10) years	Greater of three (3) weeks or three (3) duty cycles
Ten (10) years and over	Greater of four (4) weeks or four (4) duty cycles

~~14.03- Vacation pay will be equal to daily pay to a maximum of eight (8) hours and weekly hours to a maximum of forty (40) hours.~~

14.08 For the purposes of the yearly vacation bid, a minimum of one (1) vacation slot for Senior Lead, two (2) vacation slots for Crew Schedulers and one (1) vacation slot for Assistant Schedulers will be made available for the entire year. However, after the yearly vacation bid it is recognized that it may be necessary to place restrictions on vacation periods, either due to Company requirements or numbers applying for the same periods. In the case where restrictions are necessary, management will make known each restriction and the reasons therefore.

a) Adhoc vacation change requests will be processed in seniority order in accordance with the monthly schedule build. The vacation change shall be granted based on operational requirements and it is agreed such requests shall not be unreasonable withheld. The Vacation processing will be done in seniority order in conjunction with Time Bank requests as per Article 7.05 with the exception of changing vacation from the current month's build to a future month.

14.09 For the purpose of bidding vacation the Senior Lead, Crew Scheduler, Assistant Scheduler and Lead Scheduler positions are considered separate job functions and are to be bid separately and independently of each other.

**13. Leaves of Absence: (Article 15)**

15.02 Bereavement Leave

An employee is entitled to time off from work with pay and benefits in the event of a death in his/her immediate family, as provided herein:

- In the event of the death of an employee's spouse (including common-law partner) or children of the employee or spouse, the employee will be granted seven (7) consecutive calendar days (working or nonworking days) leave without loss of pay commencing on the day immediately following the day of death or notification of death whichever comes later.

- In the event of the death of an employee's mother (or step-mother), father (or step-father), brother (or stepbrother), sister (or step-sister), grandchild, or the death of a spouse's parent, sibling, grandchild, or any relative with whom the employee resides, the employee will be granted five (5) consecutive calendar days leave without loss of pay commencing on the day immediately following the day of death or notification of death whichever comes later.
- In the event of the death of an employee's grandparent, the employee will be granted one (1) day leave without loss of pay to attend the funeral. In addition, an employee may take a total of two (2) additional days leave without loss of pay if travel is required to attend these funeral services. These travel days must be taken immediately before and after the granted bereavement day.
- In the event of the death of any other relative, the employee will be granted one (1) day leave without loss of pay for attendance at the funeral. Bereavement leave may be extended without pay on the approval of the department manager should circumstances warrant.

On the occasion of the death of a relative the employee must advise his/her supervisor indicating the period of bereavement he/she will require to be off work.

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

- 15.07 Employees will be allowed a maximum of five (5) days in each calendar year for the care of their sick or injured spouse/partner, parent(s), child or unforeseen family emergency ~~for which a Crew Scheduler is required to address during work hours.~~ For pay purposes, the employees earned sick leave will be reduced when an employee is absent up to the maximum of five (5) days per year. The employee requiring such leave will endeavor 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.

#### **14. Part Time Employees: (Article 22)**

- 22.01 All positions will be permanent full-time except as provided for in Article 8.0 or the following.
- 22.02 It is recognized that the Company may employ part-time relief employees. The number of part-time relief employees shall not exceed thirty percent (30%) of the permanent full-time employee group within the department.
- 22.03 Part-time relief employees will be covered by all terms of this Agreement except that their hours of work will be established based on twenty (20) hours per week.
- 22.04 Part-time relief employees will receive their schedule one (1) month in advance and will be scheduled to work a minimum of twenty (20) hours per week to a maximum of thirty-seven and one-half (37.5) hours per week. Once their schedule has been set it cannot be changed without mutual agreement.
- 22.05 Where it can be established that permanent full-time positions may be utilized rather than part-time relief employees, the Company agrees to meet with the Union to discuss creating full-time positions.

22.06 The Company will staff its operations 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

22.07 Part-time employees as so deemed by Article 22.0, will be required to cover ad-hoc hours at straight time until they have exceeded either of the following: worked over the length of the longest assigned shift (i.e. 10.7 hours); worked more than 42.8 hours in a week up to a maximum of one hundred and sixty-two and one-half (162.5) hours in the month.

22.08 ~~Casual/Ad hoc Work~~

~~Article 22.0 re: casual work language (20 hrs/week) from ACR Agreement #1 (pre CCAA CBA); will be reinserted as an Article in Jazz Air Collective Agreement #2 with the following amendment; PT employee's as so deemed by Article 22.0, will be required to cover ad hoc hours at straight time until they have exceeded either of the following: worked over the length of the longest assigned shift (i.e. 10.7 hours); worked more than 42.8 hours in a week up to a maximum of one hundred and sixty-two and one-half (162.5) hours in the month.~~

**15. Scheduling Parameters (Appendix A)**

See attached appendix.

**16. Crew Scheduling Job Share Program (Appendix TBD)**

See attached appendix.

**17. Invisible Disabilities in the Workplace (Letter of Intent)**

See attached appendix.

## **Scheduling Parameters (Appendix A)**

### **75% employees:**

All 75% percent employees will be required to bid a relief line schedule. They will not be able to bid a shift line for the year.

The Company, with sixty (60) days of notice, will be able to change any 75% percent employee to full time. This assignment will be offered in order of seniority to all 75% employees. If no one accepts the offer to full time, it will be assigned in reverse order of seniority. Any person(s) being changed from 75% to full time will be given the commencement date and the duration of the change. It must have a set start and end date.

Employees who would like to work 75% can submit a request to the Manager(s) of Crew Scheduling prior to a yearly schedule award where it will be reviewed and approved or declined based on operational requirements. Request submitted that is not part of the yearly bid may be reviewed and if approved the Scheduler will be provided an effective date and will be moved to a relief line.

Employees who are approved to work 75% will be governed by all other terms and conditions of the Collective Agreement; including proration of vacation, time bank, benefits and pension relative to the less than full time status (75% equivalent).

Employees currently following a 75% schedule will have a one-time option to move to full time. This option must be put forth to the Union and Company within 30 days of ratification of this Agreement.

**The implementation of 75% employees to relief lines will occur at the 2019 Schedule build.**

### **Relief Schedules:**

Relief schedules will be created for all classifications within the Crew Scheduling bargaining unit. There will be two relief lines created for the Senior Lead position and the Assistant Scheduler position. The remaining relief lines will be in the Scheduler classification.

The rules for Relief Schedules will be as follows:

1. Relief positions will be bid by seniority in the classification for any remaining lines after 75% employees have been assigned in the classification.
2. Relief Lines will be Bid for the upcoming year based on Grey days. These Grey days will be used for the Line Bid and Vacation and Stat bid purposes only. All Vacation and Stats must be bid on the Grey days of the line. After the completion of the Vacation Build, the Grey days will be removed from the schedule and the Monthly build for shifts will be based on point 6.
3. Relief lines will be paid 42.8 hours for the week of vacation so long as the majority of lines within the classification are 10.7. If the majority of the lines change to a different shift length, the vacation period will be adjusted to equal that period. This will be adjusted for 75% employees.
4. Relief lines will have Stat days added to their banks at 10.7 hours when the majority of lines equal that shift length. If the majority of lines change to a different shift length, the Stat amount will be adjusted. This is also adjusted for the yearly totals for 75%.
5. All relief lines will be built on an average of 162.5 hrs per month. The shift assignments will be based on an allotment of 10.7 hour shifts predetermined for the year. Jan 15, Feb 14, Mar 15, Apr 15, May 15, Jun 16, Jul 16, Aug 16, Sep 15, Oct 15, Nov 14 and Dec 16. 75 % relief will be: 11, 11, 11, 11, 12, 11, 12, 12, 12, 11, 11, 12.

- a. On months when there are more shifts than can be covered by relief, shifts can be adjusted to less hours than originally scheduled to help cover off all shifts (consistent with applicable shift schedules listed in the Agreement). The allotment above will be adjusted to be within two hours of what was originally scheduled for hours in the month.
  - b. Prior to the schedule build, the Company may borrow a maximum of a 1-day allotment when determined it is required to cover the schedule. This allotment must come from one of the 16-day months (12 for 75%). This can only happen twice per year.
6. The monthly schedule build for relief will consist of but not be limited to, time/stat bank, days in lieu, training days, scheduled meetings, union days, and vacation.
  7. The Union and the Company will be responsible for designating a Scheduling Committee representative to complete the monthly schedule build for relief. The Scheduling Committee will consist of one Union member and a Manager or designate.
  8. All requests for adhoc time must be submitted by the end of the month previous to the build. Example: requests for May build must be submitted no later than March 31<sup>st</sup>.
  9. The relief will have until the 5<sup>th</sup> of the month prior to submit their preferences. A reasonable attempt will be made to honor the preferences based on operational requirements.
  10. During the monthly build, relief lines that contain Vacation will be built with a guarantee of two (2) days off at the front or back of the Vacation period. **Such days will not reduce the current vacation allotment.** The relief line holders will submit a preference to where these days are to be awarded and this will be processed in order of seniority.
  11. The schedule build will take place on the 8<sup>th</sup> of the month prior or within 2 days prior or after that date with agreement of the Scheduling Committee. The roster will become final 48 hours after completion of the build to review and correct errors where possible.
  12. The Scheduling Committee members will finalize the schedule for relief line holders each month by adding shifts to the maximum monthly hours. The maximum number of days worked in a row will be five (5), the employee may choose to work a sixth day in a row.
  13. Relief day off will apply unless otherwise waived by the employee.
  14. Relief holders in each classification must bid a minimum of one weekend per month to work. The weekend will consist of the Saturday and Sunday calendar days. These will be awarded in seniority order and must be submitted with their schedule preferences. If they have Vacation or Statutory Holidays over a weekend, this will be considered their one guaranteed weekend to work.

**Note:** The Company and the Union agree to meet within six (6) months of implementation to evaluate this process.

15. Senior Lead relief line holders will have access to all Senior Lead shifts prior to being assigned to Senior Lead Qualified Crew Schedulers holding a Scheduler line.
16. Assistant shifts will be assigned to Assistants on relief prior to being assigned to Scheduler relief or Senior Lead relief.
17. Senior Lead Relief can be assigned Scheduler and Assistant shifts to maximize their schedule.
18. Scheduler relief can be assigned Assistant and Senior Lead shifts, if they are qualified, to maximize their schedule.
19. Assistant relief can **only be** assigned **Assistant Scheduler shifts.**

20. The Scheduling Parameters are subject to amendment with the agreement of both parties.

### **Crew Scheduling Job Share Program (JSP) (Appendix TBD)**

1. JSP will be for a minimum duration of one (1) year, with no maximum. Must be at level 8 or above on the applicable wage scale.
2. Crew Scheduling members will be permitted to participate in the JSP within their own classification (Senior Lead Scheduler, Lead Scheduler, Crew Scheduler, and Assistant Scheduler).
3. JSP participants who wish to dissolve their arrangement must put in a written request thirty (30) days prior to the date they wish to return to full-time duties. In order to be returned to full time, there must be a vacancy in your classification.
4. Approval for participation in the JSP will be based on operational requirements and those requesting JSP will be approved in seniority order.
5. If the company requires you to return to work full-time, you can be recalled to full-time work, provided the Company gives you six (6) weeks written notice of recall to full-time duty.
6. JSP participants will continue to accrue company service and seniority for all aspects of their employment during participation in the JSP.
7. JSP participants will be entitled to 50% of all allowances and banks provided for in the Collective Agreement. This pertains to, but may not be limited to the following: sick time, vacation, and statutory holiday time, all of which will be adjusted accordingly.
8. Vacation and statutory holiday annual entitlements for JSP participants will be prorated based on the number of hours projected to work in the calendar year. Any changes to the planned scheduled hours of a JSP will be adjusted accordingly.
9. At the time that the JSP is approved, the participants will be placed on the monthly schedule sharing 50% of a full-time line. The line selected for sharing will be subject to operational requirements, with consultation with the JSP participants.
10. For subsequent shift schedule bids, the Company and the Union will consult on the process to be followed.
11. Any shifts worked in excess of your planned monthly schedule will be considered overtime. JSP participants will be eligible for overtime pay for shifts worked outside of the planned shared line.
12. JSP participants who meet the requirements may participate in Group Insurance benefits.
13. Your travel profile will reflect your JSP position during the job share term. Your travel privileges will continue based on your status with the company, in accordance with company policy which is subject to change from time to time.

**Letter of Intent (LOI)**

Between

All employees in the service of Jazz Aviation Crew Scheduling Division as represented by UNIFOR,  
Local 2002

And

Jazz Aviation LP

**RE: INVISIBLE DISABILITIES IN THE WORKPLACE**

Whereas the Company and the Union have agreed to enter into a Letter of Intent in the interest of raising awareness amongst managers and employees of invisible disabilities in the workplace; and

Whereas the parties recognize that awareness of invisible disabilities is a first step to ensuring a supportive and encouraging workplace, and

Whereas the parties agree to instill in the workplace the intent of such an awareness and understanding in a tripartite arrangement with Employees, the Company and the Union; and

Whereas all parties see the benefits of such an arrangement in a challenging, 24-hour, continuous operational workplace;

Now Therefore the parties agree to the following statement;

**Certain Disabilities under the Human Rights Code, such as mental illness, may not present obvious external symptoms and as such may be considered “invisible disabilities.”**

**It is in the best interest of the Employee suffering from an invisible disability, the Union, and the Employer to encourage early intervention and treatment to assist Employees towards diagnosis and effective treatment.**

**The Employer and the Union recognize that Employees suffering from invisible disabilities are entitled to the same accommodation efforts and requirements as other disabilities under the Human Rights Code.**

**Further, the Employer and the Union recognize that invisible disabilities can have stigmas attached to them and the parties jointly commit to take appropriate actions to minimize such stigmas in the workplace.**

**As with all disabilities, and perhaps even more so with invisible disabilities, confidentiality is important and information related to invisible disabilities should be shared on a need to know basis only.**

**The Employer and the Union agree that, depending on individual circumstances, invisible disabilities may call for creative solutions and empathetic approaches when considering accommodation in the workplace, and they agree to work in good faith to achieve these ends.**

This LOI will become effective the date of signing, and may be amended by mutual-agreement of the Company and the Union.



Signed this 30 day of May 2018 in Halifax, NS.

For the Company:



Phil Majerle, Director, SOC



Stephen Boa, Manager, Labour Relations



Daryl Joseph, Manager, Crew Scheduling



Ryan Isenor, Manager, Crew Scheduling



Bret Granville  
Manager, Financial Services, Airports



Qian Wei  
Finance Manager, Airports, SOC & Admin

For the Union:



Chad Johnston, Unifor National Representative



Lori Reid, Bargaining Representative



Charles MacAulay, District Chair



Ashley Watkins, Assistant to the President

SB SB

CJ CJ

**MEMORANDUM OF SETTLEMENT (ARTICLE 6 & 9)**

**Between**

**Jazz Aviation LP**

**And**

**Unifor Crew Scheduling**

**Items from Memorandum of Settlement (Article 6 & 9)**

Probationary Employees and New Lead Schedulers:

- Logbooks to be implemented;
- Probationary employee reviews to be implemented;
- Logbook development will be reviewed jointly by the Company and the Union;
- Provide Trainers with training on OJT and use of documents;
- At the completion of the training period, a desk check will be required for release;
- Employees will be provided with a copy of his or her desk check.

The minimum qualifications for Schedulers and Leads will be established through a logged training program to ensure the persons working the desks are qualified to do so. The minimum qualification for a Lead will be changed to eighteen (18) months from the completion of a successful desk check. However, notwithstanding, employees will be able to apply for the Lead position twelve (12) months from the completion of a successful desk check.

In addition, this standard shall be reduced based on job performance seen through the logged training and desk checks at the discretion of management.

New procedures will be communicated through email and one on one support as well as workshops throughout the year.

**LETTER OF UNDERSTANDING - WORK OPPORTUNITIES FOR LESS THAN FULL TIME (75%)  
EQUIVALENT**

**BETWEEN**

**All Employees in the service of Jazz Aviation Crew Scheduling Division as represented by Unifor,  
Airline Division Local 2002**

**AND**

**Jazz Aviation LP**

**RE: WORK OPPORTUNITIES FOR LESS THAN FULL TIME (75%) EQUIVALENT**

**WHEREAS;** The parties recognize the opportunity to offer additional positions for less than full time work (equivalent to 75% of full time employment):

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

The number of such additional positions for less than full time work will be three (3) work lines, offered in seniority order to current full time crew scheduling employees.

The newly created less than full time work opportunities will be available to both leads and schedulers. The Company commits to filling at least one (1) of the lines with a lead scheduler.

The three (3) newly created positions are subject to a management termination for convenience clause with thirty (30) days' notice, should an increase in Crew Scheduling staffing necessitate returning any, or all, of the three (3) work line employees to full time status.

Returning fewer than all of the above employees to full time work, subject to the foregoing, will be first accomplished by voluntarily canvassing the group of three (3) employees in seniority order to determine their choice for returning to full time; failing voluntary selection, the Company may force employees back to full time lines in reverse order of seniority. These employees will be offered recall (right of first refusal) to return to the less than full time line should a further vacancy for this work become available.

The terms of this LOU apply only and specifically to the three (3) newly created less than full time work opportunities. Notwithstanding, employees who elect to chose to work less than full time per the terms of this LOU will be governed by all other terms and conditions of the collective agreement; including proration of vacation, time bank, benefits and pension relative to the less than full time status (75% equivalent).

**DURATION OF LOU**

The implementation of this LOU will become effective upon signing and will remain in effect for the duration of the current and next Collective Agreement. The Company and the Union may amend or renew this LOU prior to the expiration of the next Collective Agreement subject to the mutual agreement of both parties.

This letter of understanding will be deemed as accepted by the Union as per the consent of the respective bargaining committee member(s) for the Crew Scheduling Division herein represented by Unifor.

**LETTER OF UNDERSTANDING – ASSISTANT SCHEDULER PAY RATE WHEN WORKING  
SCHEDULER DESK**

**BETWEEN**

**All Employees in the service of Jazz Aviation Crew Scheduling Division as represented by UNIFOR,  
Airline Division Local 2002**

**AND**

**Jazz Aviation LP**

**RE: ASSISTANT SCHEDULER PAY RATE WHEN WORKING SCHEDULER DESK**

**WHEREAS;** The parties agree to define the process for an assistant scheduler to be paid crew scheduler wages for scheduled shift assignments on the scheduler desk.

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

- An assistant crew scheduler will receive crew scheduler wages equivalent to their relative step on scale (for example, level 3 assistant scheduler will equate to level 3 scheduler wage rate) when the assistant scheduler works the scheduler desk.
- All other provisions of the collective agreement will continue to apply, except as expressly modified by this Letter of Understanding.

**DURATION OF LOU**

The implementation of this LOU will become effective upon signing and will remain in effect for the term of the current collective agreement.

Entered in to this \_\_\_\_ day of \_\_\_\_\_ 2018 in Halifax, N.S.

For the Company:

For the Union:

\_\_\_\_\_  
Phil Majerle  
Director SOC

\_\_\_\_\_  
Ashley Watkins  
Unifor Local 2002

\_\_\_\_\_  
Daryl Joseph  
Supervisor, Crew Scheduling

\_\_\_\_\_  
Lori Reid  
UNIFOR Local 2002 Bargaining Rep

\_\_\_\_\_  
Ryan Isenor  
Supervisor, Crew Scheduling

\_\_\_\_\_  
Chuck MacAuley  
UNIFOR Local 2002 District Chair

## **LETTER OF INTENT – JAZZ VACATION PURCHASE PROGRAM**

**Whereas** the Company and the Union during Collective Bargaining agreed in principle that Jazz Crew Scheduling employees will be eligible to participate in the Jazz Vacation Purchase Program (VPP – See Appendix D) and,

**Whereas** the parties agree that the Jazz VPP is not an obligation and is subject to amendment and/or cancellation in accordance with the Jazz Human Resources Policy, now

**Therefore,** the VPP will be offered once per year to eligible Crew Scheduling employees subject to the following:

- The Company in consultation with the Union will determine the number of VPP's to be offered;
- The Company will consult with the Union to determine which calendar week(s) will be available for purchase following the annual vacation bid;
- Available vacation weeks will be awarded on the basis of seniority;
- Eligible and approved employees will be notified of the status of their application. Once approved, the VPP cannot be rescinded;
- Eligible and approved employees will be deducted the equivalent of two percent (2%) of basic wages equal to the purchase of a week of vacation;
- The purpose of the Program is not to generate backfill positions;
- If all the identified VPP weeks available are not bid, a second round of VPPs may be offered.

**LETTER OF INTENT – INVISIBLE DISABILITIES IN THE WORKPLACE**

Between

All employees in the service of Jazz Aviation Crew Scheduling Division as represented by UNIFOR, Local  
2002

And

Jazz Aviation LP

**RE: INVISIBLE DISABILITIES IN THE WORKPLACE**

Whereas the Company and the Union have agreed to enter into a Letter of Intent in the interest of raising awareness amongst managers and employees of invisible disabilities in the workplace; and

Whereas the parties recognize that awareness of invisible disabilities is a first step to ensuring a supportive and encouraging workplace, and

Whereas the parties agree to instill in the workplace the intent of such an awareness and understanding in a tripartite arrangement with Employees, the Company and the Union; and

Whereas all parties see the benefits of such an arrangement in a challenging, 24-hour, continuous operational workplace;

Now Therefore the parties agree to the following statement;

**Certain Disabilities under the Human Rights Code, such as mental illness, may not present obvious external symptoms and as such may be considered “invisible disabilities.”**

**It is in the best interest of the Employee suffering from an invisible disability, the Union, and the Employer to encourage early intervention and treatment to assist Employees towards diagnosis and effective treatment.**

**The Employer and the Union recognize that Employees suffering from invisible disabilities are entitled to the same accommodation efforts and requirements as other disabilities under the Human Rights Code.**

**Further, the Employer and the Union recognize that invisible disabilities can have stigmas attached to them and the parties jointly commit to take appropriate actions to minimize such stigmas in the workplace.**

**As with all disabilities, and perhaps even more so with invisible disabilities, confidentiality is important and information related to invisible disabilities should be shared on a need to know basis only.**

**The Employer and the Union agree that, depending on individual circumstances, invisible disabilities may call for creative solutions and empathetic approaches when considering accommodation in the workplace, and they agree to work in good faith to achieve these ends.**

This LOI will become effective the date of signing, and may be amended by mutual-agreement of the Company and the Union.

Signed this \_\_\_\_\_ day of May 2018 in Halifax, NS.

For the Company:

For the Union:

\_\_\_\_\_  
Phil Majerle, Director, SOC

\_\_\_\_\_  
Chad Johnston, Unifor National Representative

\_\_\_\_\_  
Stephen Boa, Manager, Labour Relations

\_\_\_\_\_  
Lori Reid, Bargaining Representative

\_\_\_\_\_  
Daryl Joseph, Manager, Crew Scheduling

\_\_\_\_\_  
Charles MacAulay, District Chair

\_\_\_\_\_  
Ryan Isenor, Manager, Crew Scheduling

\_\_\_\_\_  
Ashley Watkins, Assistant to the President

\_\_\_\_\_  
Bret Granville  
Manager, Financial Services, Airports

\_\_\_\_\_  
Qian Wei  
Finance Manager, Airports, SOC & Admin



## **APPENDIX A - SCHEDULING PARAMETERS**

### **75% employees:**

All 75% percent employees will be required to bid a relief line schedule. They will not be able to bid a shift line for the year.

The Company, with sixty (60) days of notice, will be able to change any 75% percent employee to full time. This assignment will be offered in order of seniority to all 75% employees. If no one accepts the offer to full time, it will be assigned in reverse order of seniority. Any person(s) being changed from 75% to full time will be given the commencement date and the duration of the change. It must have a set start and end date.

Employees who would like to work 75% can submit a request to the Manager(s) of Crew Scheduling prior to a yearly schedule award where it will be reviewed and approved or declined based on operational requirements. Request submitted that is not part of the yearly bid may be reviewed and if approved the Scheduler will be provided an effective date and will be moved to a relief line.

Employees who are approved to work 75% will be governed by all other terms and conditions of the Collective Agreement; including proration of vacation, time bank, benefits and pension relative to the less than full time status (75% equivalent).

Employees currently following a 75% schedule will have a one-time option to move to full time. This option must be put forth to the Union and Company within 30 days of ratification of this Agreement.

The implementation of 75% employees to relief lines will occur at the 2019 Schedule build.

### **Relief Schedules:**

Relief schedules will be created for all classifications within the Crew Scheduling bargaining unit. There will be two relief lines created for the Senior Lead position and the Assistant Scheduler position. The remaining relief lines will be in the Scheduler classification.

The rules for Relief Schedules will be as follows:

1. Relief positions will be bid by seniority in the classification for any remaining lines after 75% employees have been assigned in the classification.
2. Relief Lines will be Bid for the upcoming year based on Grey days. These Grey days will be used for the Line Bid and Vacation and Stat bid purposes only. All Vacation and Stats must be bid on the Grey days of the line. After the completion of the Vacation Build, the Grey days will be removed from the schedule and the Monthly build for shifts will be based on point 6.
3. Relief lines will be paid 42.8 hours for the week of vacation so long as the majority of lines within the classification are 10.7. If the majority of the lines change to a different shift length, the vacation period will be adjusted to equal that period. This will be adjusted for 75% employees.
4. Relief lines will have Stat days added to their banks at 10.7 hours when the majority of lines equal that shift length. If the majority of lines change to a different shift length, the Stat amount will be adjusted. This is also adjusted for the yearly totals for 75%.
5. All relief lines will be built on an average of 162.5 hrs per month. The shift assignments will be based on an allotment of 10.7 hour shifts predetermined for the year. Jan 15, Feb 14, Mar 15, Apr 15, May 15, Jun 16, Jul 16, Aug 16, Sep 15, Oct 15, Nov 14 and Dec 16. 75 % relief will be: 11, 11, 11, 11, 12, 11, 12, 12, 12, 11, 11, 12.

- a. On months when there are more shifts than can be covered by relief, shifts can be adjusted to less hours than originally scheduled to help cover off all shifts (consistent with applicable shift schedules listed in the Agreement). The allotment above will be adjusted to be within two hours of what was originally scheduled for hours in the month.
    - b. Prior to the schedule build, the Company may borrow a maximum of a 1-day allotment when determined it is required to cover the schedule. This allotment must come from one of the 16-day months (12 for 75%). This can only happen twice per year.
  6. The monthly schedule build for relief will consist of but not be limited to, time/stat bank, days in lieu, training days, scheduled meetings, union days, and vacation.
  7. The Union and the Company will be responsible for designating a Scheduling Committee representative to complete the monthly schedule build for relief. The Scheduling Committee will consist of one Union member and a Manager or designate.
  8. All requests for adhoc time must be submitted by the end of the month previous to the build. Example: requests for May build must be submitted no later than March 31<sup>st</sup>.
  9. The relief will have until the 5<sup>th</sup> of the month prior to submit their preferences. A reasonable attempt will be made to honor the preferences based on operational requirements.
  10. During the monthly build, relief lines that contain Vacation will be built with a guarantee of two (2) days off at the front or back of the Vacation period. Such days will not reduce the current vacation allotment. The relief line holders will submit a preference to where these days are to be awarded and this will be processed in order of seniority.
  11. The schedule build will take place on the 8<sup>th</sup> of the month prior or within 2 days prior or after that date with agreement of the Scheduling Committee. The roster will become final 48 hours after completion of the build to review and correct errors where possible.
  12. The Scheduling Committee members will finalize the schedule for relief line holders each month by adding shifts to the maximum monthly hours. The maximum number of days worked in a row will be five (5), the employee may choose to work a sixth day in a row.
  13. Relief day off will apply unless otherwise waived by the employee.
  14. Relief holders in each classification must bid a minimum of one weekend per month to work. The weekend will consist of the Saturday and Sunday calendar days. These will be awarded in seniority order and must be submitted with their schedule preferences. If they have Vacation or Statutory Holidays over a weekend, this will be considered their one guaranteed weekend to work.
- Note:** The Company and the Union agree to meet within six (6) months of implementation to evaluate this process.
15. Senior Lead relief line holders will have access to all Senior Lead shifts prior to being assigned to Senior Lead Qualified Crew Schedulers holding a Scheduler line.
  16. Assistant shifts will be assigned to Assistants on relief prior to being assigned to Scheduler relief or Senior Lead relief.
  17. Senior Lead Relief can be assigned Scheduler and Assistant shifts to maximize their schedule.
  18. Scheduler relief can be assigned Assistant and Senior Lead shifts, if they are qualified, to maximize their schedule.
  19. Assistant relief can only be assigned Assistant Scheduler shifts.

20. The Scheduling Parameters are subject to amendment with the agreement of both parties.

## **APPENDIX B - HUMAN RESOURCES POLICY - USE OF TELEPHONE RECORDINGS**

### **PURPOSE**

Employees at Jazz Aviation LP take great pride in their excellent customer service to both internal and external customers. For the most part, interactions involving Jazz employees are professional, respectful and courteous. On rare occasions however, interactions may be perceived as unprofessional or disrespectful. On these rare occasions, further investigation may be required by the company to verify the nature, content and tone of the interaction. The purpose of these investigations is to determine if there is a need to provide feedback to those involved.

It is for this purpose that Jazz Aviation reserves the right to record any and all telephone conversations initiated or received by a Jazz employee to or from a Jazz telephone line.

These recordings will not be monitored on an adhoc basis. They will only be accessed and referenced if the normal investigative process has not resulted in an agreed upon understanding of the series of events in question. In this case, the recordings will be used to better understand the content, tone and nature of the conversation.

### **GOALS:**

Ensure respectful dialogue and communication via telephone;  
Resolve disputes;  
Quality assurance;  
Verify appropriate use of company time and resources;  
Determine call date, time and length.

### **SCOPE:**

The use of telephone recordings will be limited to dispute or disciplinary investigations that, after following existing investigative protocol, have not been able to determine the true nature of the events.

This policy is not meant to supersede the Corporate Safety and Quality Protocol on Use of Recordings for Safety Investigations.

### **EMPLOYEE RESPONSIBILITIES:**

Understand that all calls to or from the company telephones may be recorded and referenced for purposes outlined above.

### **MANAGEMENT RESPONSIBILITIES:**

Where conflict arises with respect to interactions involving Jazz employees, the Manager is expected to investigate the matter using the normal investigative protocol. If these steps do not resolve the issue, the manager may need to access telephone recordings related to the conflict or disciplinary issue. He/she must obtain permission from the Chief Administrative Officer prior to accessing the related telephone recordings;

If the recording(s) are to be included in formal discussions relating to the dispute or disciplinary issue, Management will provide the Union, if applicable, an advance copy of the recording to allow time for review, prior to meeting with the employee. In other words, access to the recordings will be transparent to the affected parties.

## **PROCESS**

When recordings are deemed necessary for investigative purposes, all employees who are on the selected recordings will be advised of the following:

- The fact that tapes are being accessed under this policy;
- The purpose of the investigation;
- A description of the recordings being accessed (date, time frame, etc.);
- Identities of those who will have access to the recordings (investigators, etc.).

The least intrusive approach possible to investigation objectives will be applied to the use of recordings, including:

- Limiting the number of authorized persons who will hear recordings;
- Limiting access to time frames relevant to the investigation;
- Limiting exposure of personal information (references to people, etc.).

Access to recordings for investigations will be strictly limited to the following individuals involved in the investigation:

- Director
- Manager
- Human Resources
- Labour Relations

Prior to participating in any investigation involving a review of recordings all authorized individuals will have signed a confidentiality agreement.

Unionized employees may request access to specific recordings by contacting their Union Representative who will then coordinate their request with the Company on their behalf.

## **COMMUNICATION**

This document will be available for all Jazz Aviation LP employees on the JazzNet under Policies and Procedures.

## **APPENDIX D & LETTER OF INTENT - JAZZ VACATION PURCHASE PROGRAM**

### **APPENDIX D**

(SUBJECT TO AMENDMENT)

Jazz is committed to working together with our Management & ATS employees in helping you achieve a strong and healthy lifestyle. Employees have indicated a continued interest in a better balance between work and family responsibilities. Each Department will determine their level of participation in this program, consistent with their operational and organizational needs. Please note that this program is reviewed annually.

All Departments will endeavour to work with interested employees in achieving a VPP solution that can satisfy both the operational needs of the company and the personal needs of their staff.

The VPP on-line application period is October 15<sup>th</sup> – November 15<sup>th</sup> with eligible participants confirmed by their Department and enrolled with Payroll by early December. Should an employee not receive an automated response to their on-line application by early December, they should contact their Manager. Vacation Purchase Program deductions will commence with the participant's pay on January 10<sup>th</sup>. All approved program participants will have until December 31<sup>st</sup> to use their additional purchased vacation time.

Every effort will be made to honour your VPP requests while recognizing the need to balance our operational and business requirements.

#### **To be eligible to participate in the program employees will:**

- Be a permanent full time Jazz Employee;
- Have at least six (6) months of continuous company service;
- Be on the active Jazz payroll as of November 30<sup>th</sup> of the application year, or be currently on approved maternity and child care and have indicated their intention to return to work prior to the application deadline;
- Not be participating in a voluntary Personal Leave of Absence agreed to by Jazz.

Each application to the Vacation Purchase Program (VPP) will be reviewed on a case by case basis in the event that the Company may need to limit the number of employees who can participate in this program based upon our service and business commitments.

## **APPENDIX E - CREW SCHEDULING JOB SHARE PROGRAM (JSP)**

1. JSP will be for a minimum duration of one (1) year, with no maximum. Must be at level 8 or above on the applicable wage scale.
2. Crew Scheduling members will be permitted to participate in the JSP within their own classification (Senior Lead Scheduler, Lead Scheduler, Crew Scheduler, and Assistant Scheduler).
3. JSP participants who wish to dissolve their arrangement must put in a written request thirty (30) days prior to the date they wish to return to full-time duties. In order to be returned to full time, there must be a vacancy in your classification.
4. Approval for participation in the JSP will be based on operational requirements and those requesting JSP will be approved in seniority order.
5. If the company requires you to return to work full-time, you can be recalled to full-time work, provided the Company gives you six (6) weeks written notice of recall to full-time duty.
6. JSP participants will continue to accrue company service and seniority for all aspects of their employment during participation in the JSP.
7. JSP participants will be entitled to 50% of all allowances and banks provided for in the Collective Agreement. This pertains to, but may not be limited to the following: sick time, vacation, and statutory holiday time, all of which will be adjusted accordingly.
8. Vacation and statutory holiday annual entitlements for JSP participants will be prorated based on the number of hours projected to work in the calendar year. Any changes to the planned scheduled hours of a JSP will be adjusted accordingly.
9. At the time that the JSP is approved, the participants will be placed on the monthly schedule sharing 50% of a full-time line. The line selected for sharing will be subject to operational requirements, with consultation with the JSP participants.
10. For subsequent shift schedule bids, the Company and the Union will consult on the process to be followed.
11. Any shifts worked in excess of your planned monthly schedule will be considered overtime. JSP participants will be eligible for overtime pay for shifts worked outside of the planned shared line.
12. JSP participants who meet the requirements may participate in Group Insurance benefits.
13. Your travel profile will reflect your JSP position during the job share term. Your travel privileges will continue based on your status with the company, in accordance with company policy which is subject to change from time to time.

## **INDEX**

### **A**

Absence from Work · See Article 16  
Advancement in Pay · See Article 6.05  
Alternate Shifts · See Article 3.03  
Appeals · See Article 26.02.06  
Assistant Scheduler · See Article 6.01.04  
Assistant Scheduler Pay Rate when Working Scheduler Desk · See Letter of Understanding  
Away from Base · See Article 19.03

### **B**

Bargaining Unit Seniority · See Article 10.05  
Benefits · See Article 23.01  
Bereavement Leave · See Article 15.02

### **C**

Casual/Ad-Hoc Work · See Article 22.08  
Changes in Equipment or Work Processes · See Article 19.01  
Classifications and Rates of Pay · See Article 6  
Classification Seniority · See Article 10.06  
Complaint Investigation · See Article 26.02.05  
Creation of a New Position · See Article 6.09  
Crew Scheduler · See Article 6.01.03

### **D**

Days Off · See Article 3.05  
Definitions · See Article 1.06  
Discipline, Suspension or Dismissal · See Article 13.12  
Discrimination and Workplace Conflict · See Article 26

### **E**

Education Leave, Paid · See Article 18.09  
Emergency Leave · See Article 11.07  
Employee · See Article 1.05.07  
Employee Benefits · See Article 23

### **F**

Filling of Vacancies · See Article 8

### **G**

General · See Article 19  
Grievance Procedure, Arbitration, Discipline, Suspension, Dismissal · See Article 13

### **H**

Harassment and Workplace Conflict · See Article 26.02  
Health and Safety · See Article 17  
Hours of Service · See Article 3  
Human Resources Policy – Use of Telephone Recordings · See Appendix B



**I**

Invisible Disabilities in the Workplace · See Letter of Intent

**J**

Jazz Vacation Purchase Program · See Appendix D & Letter of Intent

Job Share Program · See Appendix Article 1.06

Jury/Witness Duty · See Article 15.01

**L**

Lead Scheduler · See Article 6.01.02

Leaves of Absence · See Article 15

Legal Protection · See Article 27

Loyalty Premium · See Article 6.04

**M**

Memorandum of Settlement · See Page 47

Memorandum of Settlement (Article 6 & 9) · See Page 61

**N**

No Discrimination · See Article 26.0

**O**

Other Company Personnel · See Article 6.10

Overtime · See Article 5

**P**

Part-Time Employees · See Article 22

Pay Dates · See Article 6.06

Pay Errors · See Article 6.07

Pension · See Article 23.02

Preamble and Definitions · See Article 1

Probation · See Article 9

**R**

Relief Assignments · See Article 24

Renewal and Termination of Agreement · See Article 25

Rest Between Shifts · See Article 3.07

**S**

Savings Clause · See Article 20

Scheduling Parameters · See Appendix A

Scope of Agreement · See Article 2

Senior Lead Scheduler · See Article 6.01.01

Sexual Harassment · See Article 26.01

Shift Bids · See Article 3.06

Shift Schedule Transition · See Article 3.06.01

Shift Trades · See Article 3.08

Sick Leave · See Article 18  
Staff Reductions and Displacement · See Article 11  
Statutory Holidays · See Article 4  
Sub-Contracting · See Article 2.04  
System Seniority List · See Article 10

**T**

Time Bank · See Article 7  
Time Limits · See Article 13.11  
Training · See Article 19.02  
Training/Travel · See Article 19.05

**U**

Union Business · See Article 15.03  
Union-Management Communications · See Article 12  
Union Management Meetings · See Article 12.02  
Union Membership and Deduction of Dues · See Article 21  
Use of Personal Vehicle · See Article 19.04

**V**

Vacations · See Article 14

**W**

Work Opportunities for less than Full Time (75%) Equivalent · See Letter of Understanding