

**COLLECTIVE AGREEMENT**

**between**

**AIR NOVA INC.**

**and**

**NATIONAL AUTOMOBILE, AEROSPACE  
TRANSPORTATION AND GENERAL WORKERS' UNION  
OF CANADA (CAW-CANADA) AND ITS LOCAL 4236**

**RECEIVED**  
MAY 1 1984

09301004

TABLE OF CONTENTS

	<b>Preamble</b>	<b>1</b>
ARTICLE 1	Purpose of Agreement	2
ARTICLE 2	Union Recognition	3
ARTICLE 3	<b>Management Rights</b>	<b>4</b>
ARTICLE 4	Union Security and Deduction of Dues	7
ARTICLE 5	Non-Discrimination	9
ARTICLE 6	No Strike/No Lockout	10
ARTICLE 7	Employee Representation	11
ARTICLE 8	Probation	13
ARTICLE 9	Seniority	14
ARTICLE 10	Staff Reductions, Displacement Rights and Recall to Work	17
ARTICLE 11	Filling of Vacancies	19
ARTICLE 12	<del>Hours of Work</del>	22
ARTICLE 13	Overtime	25
ARTICLE 14	Rates of Pay	28
ARTICLE 15	Vacation	30
ARTICLE 16	General Holidays	34
ARTICLE 17	Sick Leave	38
ARTICLE 18	Employee Benefits	39
ARTICLE 19	Grievance Procedure	40
ARTICLE 20	Arbitration	42
ARTICLE 21	Discipline/Discharge	44
ARTICLE 22	Leave of Absence	45
ARTICLE 23	Medical Fitness	47
ARTICLE 24	Union-Management Communications	48

<b>ARTICLE 25</b>	<b>Health and Safety</b>	<b>49</b>
<b>ARTICLE 26</b>	<b>General Provisions</b>	<b>50</b>
<b>ARTICLE 27</b>	<b>Technological/Operational Change</b>	<b>54</b>
<b>ARTICLE 28</b>	<b>Renewal and Termination of Agreement</b>	<b>55</b>
<b>APPENDIX A</b>	<b>Job Descriptions</b>	<b>56</b>
<b>APPENDIX B</b>	<b>Classifications and Rates of Pay</b>	<b>58</b>
<b>LETTERS OF UNDERSTANDING</b>		
	<b>No. 1 Air Nova Tool Purchase Agreement</b>	<b>63</b>
	<b>No. 2 RRSP</b>	<b>64</b>
	<b>No. 3 Furlough Without Pay</b>	<b>66</b>
	<b>MEMORANDUM OF SETTLEMENT</b>	<b>69</b>

PREAMBLE

This Agreement is made and entered into by and between Ait Nova Inc., hereinafter referred to as the "Company" and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), hereinafter referred to as the "Union" representing certain employees, as hereinafter defined, employed in the service of the Company.

#### **ARTICLE 1 - PURPOSE OF AGREEMENT**

1-1 The purpose of this Agreement is to promote in the mutual interest of the Company and its employees the full benefits of orderly and legal collective bargaining and to provide for the operation of the services of the Company under methods which will further to the fullest extent possible the safety of air transportation, the safety and physical welfare of the employees, efficiency, economy and profitability of operations and the attainment of a high quality of aircraft maintenance, ground handling and engineering work. Through this Agreement the Company and Union establish matters pertaining to the hours of work, compensation and general working conditions, for all employees as provided for herein.

## **ARTICLE 2 - UNION RECOGNITION**

- 2-1 The Company recognizes the Union as the sole collective bargaining agent for all classifications of maintenance and ramp employees as listed in Article 9-2 of the Agreement, and in accordance with the Certification as issued by the Canada Industrial Relations Board to the Union.
- 2-2 The classification of employees covered by the provisions of this Agreement is listed in Article 9-2.
- 2-3 The hours of work, wages, and other conditions of employment, as governed by this Agreement, apply only to those employees within the territorial limits of Canada and to those employees specifically coming within the scope of this Agreement.
- 2-4 In the event that the Company changes ownership or merges with another company, the representation rights of this union shall be maintained until a final determination is made under the Canada Industrial Relations Board, if required.
- 2-5 It is agreed that in the event of a strike among employees of another firm with which the Company does business, which directly affects Air Nova's operations and is a proven threat to Air Nova employees, the company will meet with the Union executive to discuss any implications.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3-1 The Union recognizes and affirms that it is the exclusive right of the Company to **manage, direct and administer** the affairs of its business and to direct its working force, **except to the extent that these rights have been specifically abrogated by the express terms of this Agreement.**
- 3-2 Without limiting the generality of the foregoing, the Company's rights shall include:
- (a) **The maintenance of order, discipline and efficiency of its operations and its personnel.**
  - (b) **The determination of the location, relocation or termination of any or all of its facilities, including, without limitation, the determination of the services to be rendered at any or all such locations; the determination of whether components, piece parts or complete manufactured units, or services, or any other work shall be made, sub-contracted or purchased.**
  - (c) **The selection, hiring, training assignment, reassignment, promotion, demotion, classification, reclassification, layoff, recall, retention, discipline, suspension or discharge of employees. All disciplinary action will be for just cause.**
  - (d) **The adoption or implementation of rules of conduct, policies and regulations for observance by employees with such additions and alterations thereto. Infractions and violations of such published and/or posted regulations shall constitute cause for invoking disciplinary measures by and on the part of the Company up to and including discharge.**
  - (e)
    - (i) **the determination of the content of any Job or classification.**
    - (ii) **the determination of the number of employees on any job consistent with the Company's obligations under the Canada Labour Code - Part III Occupational Safety and Health**
    - (iii) **the determination of the number and type of endorsements.**
    - (iv) **the determination of qualifications and the designation of work to be performed by the employees.**
    - (v) **the setting of uniform standards for the performance of work.**
    - (vi) **the determination of working methods.**
    - (vii) **the determination of shifts and the designation of the time, or times,**

an employee is to work.

(viii) the establishment of standards of quality to be maintained.

- 3-3 (i) The rates of pay specified in this Agreement only apply to the classifications specified in Article 9-2 of this Agreement. In the event a new classification is to be introduced by the Company, the Company shall provide notice to the Union of its intention to establish such new classification thirty (30) days prior to the date upon which the classification is to be established. The rate of pay for this classification will be the subject of discussion between the parties.
- (ii) In the event the Company and the Union cannot reach agreement on the appropriate rates of pay, the Company will establish a rate for such new classification which shall be in reasonable relationship with the rates for the other classifications. Any employee assigned to such classification, or the Union, may file a grievance within fifteen (15) days of such assignment claiming that the rate in question is not in reasonable relationship with the rates for the other classifications and in the event the grievance is not resolved it may be processed to arbitration, provided however that the Board of Arbitration shall have jurisdiction only to determine whether or not the said rate is in reasonable relationship to the rates for the other classifications. In the event the Board of Arbitration determines said rate is not in reasonable relationship to the rates of other classifications, a new reasonable rate shall be established by the Company.
- 3-4 The foregoing enumeration of Management Rights is by way of example only and shall not be deemed to exclude other rights of Management not specifically set forth, the Company therefore retaining all rights not otherwise specifically covered by this Agreement, irrespective of whether the same have been hereto exercised.
- 3-5 The Company agrees that it will not exercise its rights in a manner inconsistent with the provisions of this Agreement. It is also understood that the Company's exercising of its rights shall not detract from the right of an employee to file a grievance in the manner and to the extent as provided herein.
- 3-6 (a) Notwithstanding the Company's ability to subcontract bargaining unit work as outlined in Article 3-2 (b), the Company is committed to the job security of its employees, to the extent that the provision of such job security is not inconsistent with the maintenance and achievement of efficiency and economy of operations. Furthermore, to the extent that existing bargaining unit work (with the exception of ramp services), is presently being performed by employees covered by this Agreement, such work will not be subcontracted except by mutual agreement with the Union.

- (b) ~~In the event that it becomes necessary to subcontract out or parts of bargaining unit work, the Company agrees to provide written notice to the Union sixty (60) days in advance of the contracting out of bargaining unit work and to meet with the Union, if so requested, following the provision of such notice and prior to the contracting out to provide the Union with a rationale for the Company's decision.~~
  - (c) ~~Employees who may be displaced as a result of contracting out, shall be given every consideration for alternate positions falling within the scope of the bargaining unit for which they may be qualified.~~
  - (d) ~~Notwithstanding the provision of Article 2-1, the Company also agrees to give consideration to such displaced employees for any positions within the Company and beyond the scope of the bargaining unit, for which they may be qualified.~~
  - (e) ~~Displaced employees who cannot be accommodated in alternate positions as contemplated in Article 3-6 (c) and (d) above, or as provided for in Article 10, shall be placed on laid-off status and shall maintain their seniority for a period of two (2) years or the length of their seniority, whichever is the greater during which period they shall be given consideration for alternate positions that may develop during that time.~~
- 3-7 Management** employees shall not perform work which is normally performed by members of the bargaining unit except in the case of any unforeseen circumstances which could not be preplanned, instruction and/or training.
- 3-8 Any** AMO which is performing work for the Company will be restricted to performing work only in its own base/airport and the AMO will not be permitted to have its personnel repair Company aircraft at any other base/airport. An exception to this will be permitted in AOG situations where Company employees cannot be dispatched within two (2) hours of becoming aware of the AOG.

#### **ARTICLE 4 - UNION SECURITY AND DEDUCTION OF DUES**

- 4-1** All employees who on the day of the signing of this Agreement are or who may become members of the Union in good standing shall as a condition of their continued employment maintain Union membership for the duration of the Agreement. All new employees hired as of the date of the signing of this Agreement shall as a condition of employment become Union members within thirty (30) days of their hiring and shall as a condition of their continued employment remain members in good standing for the duration of the Agreement.
- 4-2** During the term of this Collective Agreement, the Company shall deduct on the payroll for each pay period from wages due and payable to each employee coming within the scope of this Agreement an amount equivalent to the dues of the Union, subject to the conditions set forth hereunder.
- 4-3** The amount to be deducted shall be equivalent to the regular dues payment of the Union and shall include initiation fees. The amount to be deducted shall not be changed during the term of this Agreement excepting to conform to a change in the amount of regular dues of the Union in accordance with its constitutional provisions and as confirmed by written notification from the Union.
- 4-4** Deductions shall commence on payroll for the first pay period of the calendar month following completion of thirty (30) calendar days after the date of employment in a position covered by this Agreement. The amount of dues deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Financial Secretary of the Union not later than thirty (30) calendar days following the pay period in which the deductions are made.
- 4-5** The Company shall deduct the amount equivalent to dues from the wages of each employee as a condition of each employee's continued employment.
- 4-6** If the wages of an employee payable during any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not carry forward and deduct from any subsequent wages the dues not deducted in the previous month.
- 4-7** Only payroll deductions now or hereafter required by law, deductions pursuant to any provident fund or other benefit plan as contemplated by Article 18 or any other deduction authorized by this Agreement shall be made from wages prior to the deduction of dues.
- 4-8** The Company shall not be responsible financially or otherwise, either to the Union or to any employee for any failure to make deductions or for making improper or inaccurate deductions or remittances other than to adjust the error in a subsequent remittance. The

Company's liability for any and all amounts deducted pursuant to the provisions of this Section shall terminate at the time it remits payment to the Union.

- 4-9 The Union shall indemnify and save harmless the Company from any losses, damages, costs, legal expenses, liability or any other expenses suffered or sustained by it as a result of any such deduction or deductions.

**ARTICLE 5 - NON-DISCRIMINATION**

- 5-1 Neither the Company nor the Union will discriminate in any manner against any employee because of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, or conviction for an offence for which a pardon has been granted, all of which are subject to the exceptions provided under the Canadian Human Rights Act.
- 5-2 No employees covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company because of membership in or lawful activity on behalf of the Union.
- 5-3 The Union and 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 in accordance with Company policy.

**ARTICLE 6 - NO STRIKE/NO LOCKOUT**

- 6-1 The Company and the Union agree to abide by all the procedures provided by this Agreement and the Canada Labour Code Part I - Industrial Relations for the purpose of peaceful settlement of disputes. This Code provides that employees may legally strike, and the Company may lockout, following completion of the bargaining and conciliation process at the termination of an Agreement.
- 6-2 In view of the orderly procedure established by this Agreement and as required by the Code for the settling of disputes, the Union agrees that it will not counsel, condone, support, or authorize any unlawful strike, work stoppage, slowdown, or curtailment of the Company's operations during the life of this Agreement. The Company shall not, during the life of this Agreement, engage in any lockout of its employees.

## **ARTICLE 7 - EMPLOYEE REPRESENTATION**

**7-1** A Local Union Representative is defined as a member of the Union Executive or Grievance Committee who is designated to deal with representatives of management on matters pertaining to the application and administration of the Agreement.

**7-2** The Union may select and designate from the employees Local Union Representatives as follows:

Halifax Maintenance Facility - 2 representatives and 2 designates

Each Station - 1 representative and 1 designate

The Union shall notify the Company in writing of the names of its representatives and their designates and of any changes in the personnel thereof. Properly accredited representatives and/or designates of the Union shall be recognized by the Company.

**7-3** Reserved.

**7-4** Local Union Representatives may investigate and settle grievances or attend to other Union business relating to employees of the Company during working hours, for a reasonable length of time and subject to the requirements of the service, provided, however, that arrangements have been made with their immediate supervisors. With such arrangements representatives shall suffer no loss of pay while attending to the above. It is understood in the application of this Article that the Company will only recognize and be required to meet with a maximum of three (3) representatives and/or designates or any combination thereof on matters deemed to affect all employees covered by the Agreement. In the case of a matter affecting only those employees of the Halifax maintenance facility or a matter affecting only those employees of a station as the case may be, the Company will only be required to meet with those representatives and/or designates as specified in 7-2 above.

**7-5** The Company may grant Union Representatives leave of absence and free transportation over the Company's system in accordance with Company policy, and as permitted by the Canadian Transport Commission, when such representatives are delegated to represent other employees. The granting of leave of absence and transportation will be subject to the requirements of the service, but will not be unreasonably withheld. The length of time of leave of absence shall be agreed upon between Management and the Union.

**7-6** One employee elected or appointed to a full-time position with the Union necessitating a leave of absence will be granted a leave of absence without pay for a maximum of two years which period may be renewed by the Union. Such employee will continue to accrue seniority and will be eligible for reinstatement if that employee's former job is still in existence. If the employee's former position is no longer available, the employee will

by means of the existing bidding procedure. Requests for such leaves shall be made within thirty (30) calendar days prior to intended commencement. The Company shall be notified at least thirty (30) calendar days prior to an employee's return from such approved leave.

7-7 No Union activity will be conducted on Company time other than as expressly provided for in this Agreement.

**ARTICLE 8 - PROBATION**

- 8-1** All *new employees shall* be required to serve a probationary period of six (6) months duration. Such employees shall not acquire permanent status until they have completed the probationary period.
- a-2** In the event that a probationary employee is absent from work for any reason, excluding regularly scheduled days off, for more than seven (7) calendar days during the six month probationary period, the Company may extend the employee's probationary period by the number of days such employee was absent from work.
- 8-3** The Company has the right to discharge probationary employees during their probationary period who are found to be unsuitable for continued employment. It is understood that the discharge of a probationary employee can be based on a lesser standard of just cause than that for an employee who is outside probation. should generally be at the discretion of the Company and should only be modified where the Company has acted in an arbitrary, discriminatory or a bad faith manner.
- 8-4** Following the completion of an employee's probationary period he/she shall be entitled to a position on the seniority list. Such position on the seniority list shall date from the date upon which he/she first entered the employ of the Company in a classification within the scope of the Agreement.

## **ARTICLE 9 - SENIORITY**

- 9-1** Seniority is defined as an employee's length of continuous service with the Company commencing from either date of hire in or last date of transfer to a position in one of the classification groupings within the scope of the Agreement and as provided for in Article 9-3.
- 9-2** All employees coming within the scope of this Agreement shall be classified within one (1) of nine (9) Classification Groupings as follows:
- (a)** Aircraft Maintenance - Mechanical (comprised of the Apprentice, Engineer Non-certifying, Engineer Certifying classifications)
  - (b)** Aircraft Maintenance - Avionics (comprised of the Apprentice, Engineer Non-certifying, Engineer Certifying classifications)
  - (c)** Aircraft Maintenance - Sheet Metal (comprised of the Apprentice, Engineer Non-certifying, Engineer Certifying classifications)
  - (d)** Non-Destructive Test Technician (comprised of the Engineer Certifying classification)
  - (e)** Ground Equipment Support (comprised of the Apprentice Ground Equipment and Mechanic Ground Equipment classifications)
  - (f)** Aircraft Upholsters (comprised of the Aircraft Upholstery Technician classification)
  - (g)** Stores (comprised of the Inventory Control Clerk classification)
  - (h)** Ramp Services (comprised of the Ramp Attendant classification)
  - (i)** Aircraft Groomers (comprised of the Groomer classification)
- 9-3** The Company will maintain a Seniority List and subject to the provisions of this Agreement each employee shall have:
- (a)** Company Seniority - which will date from the time an employee last commenced probationary status in any position coming within the scope of the Agreement.
  - (b)** Classification Grouping Seniority - which will be the date an employee commenced work in a classification within one of the classification groupings outlined in Article 9-2. Where an employee holding a position within one classification grouping successfully obtains a position within another, his/her classification grouping seniority will be the date that the employee commenced work in the new classification grouping. However, if the employee bumps as a result of a reduction in force to another classification grouping, the employee maintains his/her former classification grouping seniority date and does not acquire a new date.
- 9-4** The Company shall on January 15th and July 15th of each year, post on its bulletin boards at all stations where personnel covered by the terms of this Agreement are based, a Seniority List which shall reflect both the Company and Classification Grouping

Seniority of an employee as of the first day of the preceding month. Seniority lists as posted shall remain posted on bulletin boards for the balance of the year.

- 9-5** Protest in regard to seniority standing shall be submitted in writing within thirty (30) calendar days from the date such lists are posted. When proof of error is presented by an employee, such error shall be corrected and when so corrected the agreed upon seniority date shall be final. No changes shall be made in the existing seniority status of an employee unless concurred in by the Union. Copies of the seniority lists shall be supplied to the Union.
- 9-6** All new employees shall be considered as on probation and shall not be placed on the seniority list until completion of the probationary period. Upon completion of the probationary period, an employee shall acquire permanent status and shall thereupon be entitled to a position on the Seniority List with seniority dating back to the date of hire.
- 9-7** An employee will lose all seniority and his/her employment will be terminated for any of the following reasons:
- (a) Absence from work for three (3) consecutive work days without permission to be absent or without notifying the Company during such three (3) days of the necessity of being absent, except in extenuating circumstances.
  - (b) Discharged for just cause.
  - (c) Resignation
  - (d) Failure of an employee to report to work and return to work following the conclusion of an approved leave of absence, except in extenuating circumstances.
  - (e) Failure to return from layoff under the Recall procedures as set forth in Article 10.
  - (f) When an employee has been in a position with the Company outside the scope of this Agreement for a period in excess of one (1) year.
  - (g) When an employee has not performed any work for the Company by reason of layoff for a period of two (2) years or the length of his/her Company seniority, whichever is the greater.
- 9-8** Where two (2) or more employees commence employment on the same date, their relative seniority on the Seniority List will be determined by a lottery mutually acceptable to the Company and the Union.
- 9-9** When an employee assumes a position outside the scope of this Agreement, the employee will continue to accrue seniority for the purpose of returning to his/her bargaining unit position provided he/she maintains dues payment to the Union for the length of time out

of scope and so exercises their seniority within the twelve-month period of their promotion outside of the bargaining unit. Employees wishing to exercise such seniority are required to provide the Company two-months' notice of their intention to do so.

The provision of this clause will only apply once to any such employees.

9-10 Where circumstances warrant special consideration in the case of an individual employee, pursuant to the provisions of Article 9-7 (g), Company or Classification Grouping Seniority may be reviewed and established by mutual agreement between the Company and the Union.

**ARTICLE 10 - STAFF REDUCTIONS, DISPLACEMENT RIGHTS AND RECALL TO WORK**

- 10-1** Reduction in force arises when a position occupied by an employee in the bargaining unit is abolished, the number of employees in the classification is reduced, or an employee's status changes from full-time to part-time. Reduction in force does not include any of the foregoing events caused by third-party industrial relations dispute, sudden cessation of work caused by an Act of God, or any other cause over which the Company has no control in which case the provisions of Letter of Understanding No. 3 will apply.
- 10-2** The Company shall provide written notice to an employee with seniority at least fourteen (14) calendar days prior to their employment status being altered as a result of a reduction in force.
- 10-3** An employee who has been provided with Notice pursuant to Article 10-2 must exercise his/her seniority by displacing an employee with the least classification grouping seniority in the same classification grouping and at the same base, provided that he/she is sufficiently qualified and can satisfactorily perform the remaining work.
- Where such employee is unable to displace the said junior employee, such employee may elect to displace an employee with the least Company seniority in an equal or lower rated classification grouping at the same base, provided that he/she is sufficiently qualified and can satisfactorily perform the remaining work.
- if an employee cannot or chooses not to exercise seniority in the manner provided above, the employee may elect to displace an employee with the least classification grouping seniority in the same classification grouping at a different base, provided that he/she is sufficiently qualified and can satisfactorily perform the remaining work.
- Where such employee is unable to displace the said junior employee, such employee may elect to displace an employee with the least Company seniority in an equal or lower rated classification grouping at a different base, provided that he/she is sufficiently qualified and can satisfactorily perform the remaining work.
- 10-4** An affected employee shall, within fourteen (14) calendar days of receipt of Notice pursuant to Article 10-2, notify the Company in writing of his/her desired displacement options (in order of priority) with his/her seniority and qualifications.
- 10-5** An employee who fails to remit a displacement option, as required in 10-4 or submits a displacement option outside the time limits identified herein, or fails to submit sufficient displacement options consistent with his/her seniority, shall be placed on laid-off status.
- 10-6** In the event an employee who has been laid off is unable or chooses not to exercise his/her seniority to obtain another position, he/she will be placed on laid-off status and

enjoy recall rights all of which are provided in this Agreement.

- 10-7** An employee laid off due to a reduction in force shall, when laid off, file his/her address with the Company and thereafter keep the Company informed of his/her current address. The Company will rely upon the accuracy of the information on file. An employee will only maintain his/her name on the Seniority List by notifying the Company at its Head Office by registered mail, postmarked in the thirty (30) day period preceding November 15th each year, that he/she is available to return to work if requested. An employee who fails to comply with this provision will lose all seniority and be automatically removed from the Company records.
- 10-8** when there is an increase in the employee complement in the bargaining unit after a layoff, affected employees will be recalled and/or reassigned subject to operational requirements in the reverse of the process provided in Article 10-3.
- 10-9** a) Employees on laid-off status shall be served notice of recall by telegram, registered or certified mail, with a copy to the Union. An employee on recall must comply with the following steps:
- i) the employee who is recalled to work must advise the Company in writing of his/her acceptance of such recall within seven (7) days receipt of such notification.
  - ii) the employee who accepts a recall must return to work within fourteen (14) days of acceptance, or at any other later date so mentioned in the Company's notice of recall.
- b) Any employee who declines the recall to work, except in the case of extenuating circumstances at which time the employee would be required to furnish proof satisfactory to the Company, the employee will be considered to have resigned from his/her employment and will lose all seniority and their employment shall cease.
- 10-10** If an employee is laid off due to a reduction in workforce where the employee has been employed for more than one (1) continuous year full time prior to layoff, such employee will be paid a severance benefit of eighty (80) hours pay at his/her regular hourly rate for each year of service or proration thereof. Employees on reduced hours shall be paid a proration based upon hours worked in relation to full-time hours.

## **ARTICLE 11 - FILLING OF VACANCIES**

- 11-1 All matters involving promotion or the filling of vacancies within the bargaining unit will be governed by qualifications, skill, experience and ability. In cases where these qualities are relatively equal between employees, the most senior employee in the Classification Grouping will be given preference. However, if none of the applicant employees has seniority in the Classification Grouping where the vacancy arises, the applicant with the most Company seniority will be given preference. Prior to any vacancy being filled, all qualified applicants shall be interviewed.

Notwithstanding the provisions of this clause, an employee having attained his/her A.M.E. license in accordance with clause 14.10 will be given an additional A.M.E. seniority date in the A.M.E. scale on the date such license is granted for the purpose of filling vacancies for engineers' positions only. Such employee's seniority date as provided for in clauses 9-2(a) or (b) will be the effective date for all other purposes outlined in the Collective Agreement. Newly hired employees who possess an A.M.E. license shall be given a seniority date in accordance with the provisions of clause 9-1.

- 11-2 All vacancies for permanent positions shall be bulletined for seventeen (17) consecutive calendar days, or shorter period by mutual agreement with the Union, at locations where employees covered by this Agreement are based. Job Opportunity Bulletins will set out the following information with respect to the vacancy:

- (a) posting and expiration date;
- (b) the position;
- (c) number of vacancies;
- (d) specific location of work;
- (e) current shift schedule;
- (f) qualifications and experience;
- (g) effective date;

and any other pertinent data as may be deemed necessary.

**Note:** Qualifications for all positions as bulletined shall be as set out in the approved Company Maintenance Manual conforming with Transport Canada requirements.

- 11-3 It is understood that an employee, prior to departure for vacation, approved leave of absence or out of town assignment, may file a Letter of Preference with the Maintenance office stating, in order of preference, those vacancies he/she wishes to bid on should they be bulletined in his/her absence. An employee bidding on more than one vacancy shall also indicate the order of preference on each bid or the Company will, automatically, consider his/her most recent bid as his/her preference.
- 11-4 When a position is awarded to a successful applicant, the Company shall at the time of the appointment, announce the name of such employee and the position to which

appointed on bulletin boards designated as Job Opportunity Bulletins.

- 11-5 Successful bidders on postings and/or Company appointees to fill vacancies except for lateral transfer to the same job shall fill that position for a trial and familiarization period of six (6) months. If satisfactory performance is not demonstrated during the trial period the employee may be returned to his/her immediate preceding position.
- 11-6 (a) All employees covered by the Agreement may apply for any bulletined position. The Company reserves the right with respect to its acceptance of a bid from any employee transferred or promoted within the preceding year of the bid. Consideration will be given first to permanent employees prior to considering probationary employees for the vacancy.
- (b) A probationary employee may apply for and be awarded a position which is not filled by an employee who has applied in accordance with (a) above.
- 11-7 Notwithstanding any provision herein contained, the Company also reserves the right to reject all bids made in respect to a vacancy bulletined in the event that the employees bidding do not possess the necessary qualifications as referred to in Clause 11-1. In such cases, the Company shall be entitled to appoint from outside the Company. It is further understood that should there be no bids with respect to a bulletined vacancy, the Company shall have the right to fill the vacancy from outside the Company.
- 11-8 Successful bidders on vacancy bulletins, pursuant to this Article, requiring a move in residence, shall be entitled to one (1) Company-paid move in every three (3) years to a maximum of \$3,000. In the event of a closure of the base where the successful bidder moves within six (6) months of filling the vacancy, the employee shall be entitled to one return Company-paid move to a maximum of \$3,000 to continue employment within the bargaining unit. With respect to all other moves, the bidder shall bear all expenses incurred, except that the Company will provide space available transportation on Company aircraft in accordance with Company policy and as permitted by the Canadian Transport Commission.
- 11-9 Should it be necessary for an employee to relocate to another Company base in order to protect his/her seniority or employment with the Company, the Company will meet with the Union to discuss the methods of relocation and the allowable expenses associated with such relocation. In all such cases, the entitlement for employees will be a Company-paid move to a maximum of \$3,000. Applicable moving expenses will be verified by the submission of receipts as required.
- 11-10 TRANSFERS: Employees will be permitted to transfer between work locations in accordance with the following:
- 11-10-01 An employee wishing to transfer from one location in the same classification to

another will **make** his/her request in **writing to the applicable** manager. A transfer will only **occur** when **an opportunity arises as a result of a promotion, staff increase or filling of a vacancy which provides an opportunity for the transfer of an employee.**

- 11-10-02 The request **will** be acknowledged in writing to **the** employee concerned with a copy to **the** Union.
- 11-10-03 **WITHDRAWAL** - If the employee **desires** to withdraw **his/her** request at any time prior to a transfer being offered, he/she may **do so** in **writing** to his/her applicable manager.
- 11-10-04 **OFFER** - The employee will be offered the transfer on the basis of classification **seniority**. **The most senior** employee in the classification will be given preference and will be granted twenty-four (24) hours to respond to a verbal or written offer.
- 11-10-05 **ACCEPTANCE** - **An employee accepting a transfer will be required** to signify his/her acceptance in **writing** to the **Company** representative offering the transfer.
- 11-10-06 **DECLINATION**. **An** employee declining to accept an offer to **transfer** will be required to signify his/her declination in writing to **the** Company representative offering the transfer. The declination shall constitute a withdrawal of **request** and the employee shall be restricted **from** submitting a new request for a period of ninety (90) days from the **date** of his/her declination.
- 11-10-07 **CONFIRMATION** - **The Company representative** offering the transfer will **confirm** the acceptance of such transfer in Writing along with the date the employee is required to **report** to the new location with a copy to **the** Union.
- 11-10-08 All requests for transfer will be considered active until notified otherwise in Writing by the employee **requesting the transfer**.
- 11-10-09 Where two employees in the same classification mutually agree to exchange crews or work locations, the Company will consider their request. However, any transfer request already on file will **take priority**.
- 11-10-10 A permanent employee may file a request at any time during his/her employment provided that he/she has completed **his/her** probationary period.

## **ARTICLE 12- HOURS OF WORK**

- 12-1 The Company will determine the number and qualifications of employees for any given shift consistent with its operational requirements.
- 12-2 The standard work day shall be the scheduled hours of work for employees to a maximum of twelve (12) hours in a single twenty-four (24) hour period following the start of a regularly scheduled shift.
- 12-3 The standard work week shall average forty (40) hours in any seven (7) calendar day period. This Article 12-3 does not constitute a commitment by the Company to provide work and it is further recognized that employees working part time may work less than an average of forty (40) hours during the seven (7) calendar day period.
- 12-4 Prior to the implementation of any shift schedule, the Company will provide notice to the Union and arrange for a meeting with the Union to discuss the planned shift schedule.
- 12-5 The Company shall post at all locations the beginning and quilling times of all shifts.
- (a) Crew/shop shift schedules will not be changed without seven (7) calendar days' written notice to the affected employee group and the Union.
  - (b) In the case of individual employees, the Company shall provide at least three (3) calendar days' written notice to any employee who is assigned to a different shift schedule.
- 12-6 (a) In accordance with Article 12-5 (a) and (b), employees will not be penalized for refusing to work a revised schedule when the required notice is not provided.
- (b) In the case where the seven (7) or three (3) days' notice cannot be provided, the employee will be paid time and one-half (1 1/2) for all scheduled work during the notice period.
- 12-7 Where practicable, meal periods will be granted within one hour of the midpoint of the scheduled shift of an employee. The meal period shall be one-half (1/2) hour. If an employee does not have this meal during the hours above, he/she will receive his/her meal at a later time, or compensated for working the meal period in accordance with Article 12-9. Two (2) fifteen (15) minute paid coffee breaks will be granted between the second (2nd) and third (3rd) hours of each half (1/2) of the employee's shift except for situations where requirements of the service otherwise dictate.
- 12-8 All starting and quilling times will be taken to the nearest fifteen (15) minutes. (E.g., if an employee commences work at (7) minutes after the hour, he/she will be deemed to have started work at the hour. If an employee commences work at seven (7) minutes after the

hour, he/she **will be deemed** to have started work at fifteen (15) minutes after the hour. )  
All employees will be expected to report for work as scheduled and the foregoing criteria will be for payroll purposes only.

- 12-9 Employees who, as directed by the proper supervisory personnel of the Company, do not receive a meal period as provided in Article 12-7 **will receive** either a meal allowance in lieu of the meal or be permitted to take the meal at a later time. Any employee requested to work beyond his/her regular shift **will be granted** a meal allowance after two hours worked. An additional meal allowance will be granted for each additional four (4) hours worked. In all cases, the meal allowance will be in the same amount as the lunch expense provided for in Article 26-5.
- 12-10 Employees will be guaranteed a minimum of two (2) consecutive days off at the conclusion of each standard work week.
- 12-11 (a) It is intended that every employee shall have nine (9) hours rest between shifts. If, and only if the Company requests the employee to return to work before such nine (9) hours has elapsed, the employee shall be paid the applicable overtime rate for those hours which would have fallen within the nine (9) hours rest period. Following the nine (9) hours rest period, the employee reverts to straight time for the remainder of the scheduled shift. In the case where an employee works sixteen (16) continuous hours or more, the rest period shall be ten (10) hours.
- No employa shall lose hours or wages as a result of exercising his/her rights under the provisions of this clause.
- (b) When out of base, if an employee is requested by management to resume duty before their rest period is complete, the employee will be considered to have been on continuous duty until such time as they can have a complete rest period. However, an employee reserves the right to complete the remainder of his/her rest period.
- (c) If requested by the employee, the Company will provide transportation to an employee's home and return for any employee working eighteen (18) or more consecutive hours, provided the employee resides within fifty (50) kilometers of the airport.
- 12-12 (a) Employees will be permitted to exchange shifts on the approval of management in its sole discretion. Once exchanged, shift coverage becomes the responsibility of the employee who accepted the change.
- (b) Shift trades between employees will be reconciled within thirty (30) calendar days of the original trade.

12-13 It is agreed that the change to or from Daylight Savings Time will not result in the payment of overtime or the deduction of pay.

#### **ARTICLE 13 - OVERTIME**

- 13-1** Time worked in excess of the standard work day as defined in Article 12 is deemed to be overtime.
- 13-2** No overtime shall be worked unless directed by supervisory personnel of the Company, except for requirements of the service where prior supervisory authority cannot be obtained. An employee has the right to refuse overtime and the Company has the right to remove an employee from overtime after sixteen (16) hours of continuous duty.
- 13-3** Where overtime is properly authorized, as much advance notice as possible shall be furnished to the employees concerned.
- 13-4** (a) There will be a master "overtime to date list" kept in the Maintenance Control Office that will have the names of all employees listed in order of classification group seniority. This list will be used by the supervisor to determine who is to be called next if overtime is required.
- (b) In recognition of the specialty areas in Maintenance (i.e., avionics, sheet metal, engine shop and heavy maintenance), the master overtime list will be broken down into these areas. For the hangar maintenance group there will be three (3) lists: one for mechanical, one for avionics and one for groomers. The engine shop and heavy maintenance will have their own list, as will the other shops, all of which will be controlled by the supervisors in those areas.
- (c) Employees wishing to be called for overtime work shall indicate their availability by placing their name on the list and indicating the exact days/hours they are available to work on a days-off basis. The employee with the least amount of accumulated overtime hours worked will be called first. If two (2) employees have the same days listed and the same amount of overtime hours to date, then the employee with the highest classification grouping seniority will be called first.
- (d) Employees who are at work and who have been working on a specific task that is incomplete at the end of their shift schedule, may be given preference to work overtime as necessary to complete their work on that task. With respect to heavy maintenance, employees assigned to this schedule will be given preference for overtime when required to carry out specialized work or modifications that require their past experience in carrying out such work. Other employees are free to add their names to the heavy maintenance overtime list and will be eligible for overtime as required to carry out regularly scheduled tasks, such as, open work cards, repetitive task cards, etc.
- (e) Except as permitted by (d) above, the supervisor will call employees for overtime as per the applicable list and the supervisor will wait one (1) hour for a reply when

a message is left on an answering machine, etc. This waiting time is to allow the employee to call back; however, if the return call is over the one (1) hour and the supervisor has already called another employee for the overtime, then the original employee will have the overtime added to his/her total the same as if it had been denied.

- (f) The only exception to the one (1) hour wait rule is an AOG situation or an immediate requirement for overtime to ensure an aircraft can operate on schedule (i.e., an aircraft is scheduled overnight in YHZ and an unforeseen snag develops that will render the aircraft unserviceable for the next day's scheduled departure). In such cases, the supervisor can call immediately the next employee on the list and so on until the overtime requirement is filled. Employees who call back in the required time shall not have the overtime hours added to their total.
  - (g) Denied overtime hours will be based on the approximate number of hours the supervisor was anticipating would be worked but will be adjusted to the number of hours that were actually worked if less than the anticipated hours. Denied overtime hours are added to overtime worked by the employee as a penalty for the employee placing their name on the list and then denying the overtime.
  - (h) The overtime hours to date will be totalled each time an employee works overtime and each time an employee denies overtime. Overtime hours will continue to be totalled until December 31<sup>st</sup> each year at which point the hours will be zeroed.
- 13-5 Hours worked in excess of the standard work day shall be compensated at the rate of 1.5 times the hourly rate. However, time worked in excess of three (3) hours after completion of an assigned shift, including time worked during a period that is not continuous with the employee's scheduled shift, shall be paid at two (2) times the hourly rate.
- 13-6 When an employee is called out to work on a day off, the employee shall be paid at the rate of one and one-half (1 ½) times the hourly rate for the work performed up to ten (10) hours with a minimum of four (4) hours guaranteed, and two (2) times the hourly rate after ten (10) hours.
- 13-7 The employer shall not reduce the number of hours of an employee's standard work day because the employee worked the overtime unless the employee otherwise agrees.
- 13-8 Time Bank
- a) Subject to the provisions of this Article and Article 12, all time worked as overtime and/or recall, will, at the employee's option, and at the time of each overtime occurrence, either be credited to a time bank at the applicable rate or if

paid out at that time or a later date will be paid at straight time rates. For example, if an employee works four (4) hours at overtime rates, he/she may choose to bank six (6) hours to be taken off, or to be paid out at six (6) hours at straight time rates. Any assigned overtime which arises out of training is eligible for time banking and is banked or paid out in the same manner.

- b) Credits in the time bank will be subject to the following provisions:
  - i) The maximum hours in the time bank cannot exceed sixty (60) hours per year (January 1 to December 31). However, time bank not utilized by December 31<sup>st</sup> may, at the employee's option, be carried forward to the next year or paid out at the end of the calendar year.
  - ii) When the maximum credits have been banked and subsequently used, no further accumulation is permitted in that calendar year;
- c) Time bank credits are not transferable from one employee to another.
- d) Requests to utilize time bank will not be accepted prior to sixty (60) calendar days or after seven (7) calendar days in advance of the time period requested except in the case of unforeseen circumstances. The Company will respond within four (4) calendar days of receiving the request.
- e) Where a request to utilize time bank hours is not granted, the employee will be provided with a reason for the decision.
- f) In addition to b) i), an employee who is required to attend to the care of a sick family member shall be permitted, on short notice, up to three days per year leave without pay for such purpose. The employee requesting such leave will endeavour to provide as much notice as possible and will provide a written statement upon return to work indicating which family member was sick. For the purpose of this article, an employee may time bank an additional twenty-four (24) hours, or may borrow twenty-four (24) hours from time bank. Hours borrowed must be replaced by December 31 of each year or outstanding hours owed will be deducted from the first pay period of the following year, unless other mutually acceptable arrangement has been made with the Company in writing.

- 13-9 The Company will provide an employee with written notification of any change in overtime submitted and will provide an explanation. This will be provided within two (2) working days of the employee's submission of the overtime. For the purpose of this article, working days mean maintenance administration office days.

#### **ARTICLE 14 - RATES OF PAY**

- 14-1 The rates of pay for all employee classifications covered by the provisions of this Agreement are set forth in Appendix "A", "Classifications and Rates of Pay".
- 14-2 Employees will be paid on a biweekly basis for work performed or as otherwise provided in this Agreement in accordance with their classification and normal progression through the salary scale of the classification to which they are assigned. For full time employees the calculation is annual salary, divided by 365 days, multiplied by fourteen (14) calendar days constitutes the annual salary payout on a biweekly basis.
- 14-3 Scheduled advancement from one rate of pay to the next higher rate of pay in the salary scale established for each classification will occur upon completion of the period described in each salary scale. Nonetheless the Company may, in good faith, commence a new employee at any level on the applicable salary scale. Prior to the Company exercising this right it shall provide the opportunity to employees in the bargaining unit to fill the vacancy as provided in Article 11. However, the Company will consult the Union in advance of the commencement of that person's employment and further will advise the Union of that person's level on the applicable salary scale.
- 14-4 Hourly rates for all classifications shall be computed by dividing annual salaries by 2,080.
- 14-5 An employee temporarily assigned the duties of a higher paid classification will be paid at the rate of the higher paid classification for the duration of the temporary assignment. When reassigned back to the lower classification, time accumulated in the temporary assignment will be recognized for pay purposes. If reassigned to the higher classification again, the employee's salary will commence from the pay level received upon conclusion of the previous temporary assignment.
- 14-6 An employee temporarily assigned the duties of a lower paid classification will not endure any reduction in salary for the duration of the temporary assignment.
- 14-7 If, due to a reduction in force, an employee retained in a lower paid classification in the exercise of his/her seniority, shall only be entitled to the rate of that classification at the employee's same scale increment.
- 14-8 Should there be an error by the Company or its agent which results in a shortage in an employee's pay cheque in the amount of one hundred dollars (\$100) or more, such error shall be rectified and paid within three (3) working days upon receipt of notice of such error. Should the error be less than one hundred dollars (\$100), such error shall be rectified and paid to the employee on the next regular pay cheque.
- 14-9 Employees who are on layoff shall be frozen on the incremental pay scale for their

period of layoff.

- 14-10 When an apprentice completes his/her apprenticeship progress form and satisfies all Regulatory requirements, that person shall automatically advance to the first level of the applicable Mechanics' scale. For these purposes this advancement is not the filling of a vacancy.
- 14-11 A night shift shall be any shift (including overtime) which commences on or after 1900 hours but before 0500 hours. Employees working the night shift will be paid a shift premium of one dollar and twenty-five cents (\$1.25) per hour for each hour worked on the shift.
- 14-12 For any shift (including overtime) starting before 1900 hours but extending after 1900 hours, a shift premium of sixty-five cents (\$.65) per hour will be paid for those hours worked after 1900 hours but prior to 0700 hours.

**ARTICLE 15 - VACATION**

- 15-1 All employees will receive annual vacations with pay in accordance with their years of service as provided for in this article.
- 15-2 The vacation year shall commence on January 1st in any year and will terminate on December 31st of the same year.
- 15-3 A vacation week is seven (7) consecutive calendar days, no matter what shift an employee is working.

15-4 .01 Annual vacations shall be earned in one (1) vacation year and taken in the following vacation year in accordance with the following schedule:

<u>Length of Service</u> (as of Dec. 31 in M Y year)	<u>vacation Earned</u>
less than 1 year	1 calendar day for each twenty-six (26) calendar days of service.
1 through 2 years	14 calendar days
3 through 9 years	21 calendar days
10 years and greater	28 calendar days

Vacation earned during the years in which the employee's third and tenth anniversary occur will be based on the higher vacation earning rate for only the months following the anniversary. For example: An employee who reaches three (3) years of service on July 1, 1993, will have his/her 1994 vacation entitlement based upon six twelfths (6/12) of fourteen (14) calendar days and six twelfths (6/12) of twenty one (21) calendar days for a total of eighteen (18) calendar days.

- .02 Employees are not entitled to vacation during their first calendar year of employment during their probationary period.
  - .03 Employees working part-time will receive vacation entitlement on a pro rata basis. Upon request, any employee whose vacation is calculated on a pro rata basis will be given a summary of vacation entitlement showing the calculation of the number of days and amount of vacation pay at the beginning of the vacation year.
- 15-5 Vacations will be taken at minimum periods depending on the amount of an employee's vacation entitlement. For example:

**Minimum Period**

- |     |   |                                |
|-----|---|--------------------------------|
| (a) | an employee with less than seven (7) calendar days vacation entitlement | amount of calendar days earned |
| (b) | an employee with seven (7) calendar days vacation entitlement           | 1 vacation week                |
| (c) | an employee with fourteen (14) calendar days vacation entitlement       | 1 vacation week                |
| (d) | an employee with twenty-one (21) calendar days vacation entitlement     | 3 - 1/2 vacation weeks         |
| (e) | an employee with twenty-eight (28) calendar days vacation entitlement   | 4 - 1/2 vacation weeks         |

**15-6** By October 1st the Company will post a vacation bid roster for all crews showing the vacation time available for each employee in the following year. Vacations will be bid within crews, starting with the employee holding the highest classification grouping seniority. For the purposes of vacation bidding, crews following the same rotation of days on/off, working the same nights and doing the same work during shifts which overlap by ten (10) or more hours, will bid together. Each employee will be assigned a specific bid period in which to submit his/her bid. Failure to submit a bid in the assigned period will result in the employee missing his/her turn and then being placed at the bottom of the bid roster. (The Company and the Union agree to review the options to shorten the bidding process for vacation and general holidays commencing for the vacation year 2000.)

The number of employees from a particular crew permitted to be on vacation at any given time will be designated by the Company in accordance with its operational requirements. In setting vacation restrictions, employees with more than six (6) months' continuous service in their positions will be included in the crew minimums and will bid in order of their classification grouping seniority. During the period of June 1st to September 30th, employees will be limited to two weeks vacation.

Employees will submit their vacation bids to maintenance administration using the

time off request forms. Approved vacations will be posted on the vacation roster.

A complete approved vacation roster will be posted within **three (3)** working days after the last bid period has elapsed.

- 15-7** Following the posting of the approved vacation roster, employees who fail to bid all their vacation time **will** be given seven **(7)** days to do so. Vacation time not bid during this time frame will be allocated by the Company.

Scheduled training will not be adjusted to accommodate vacation bids submitted after the approved vacation roster as outlined in Article 15-6, is posted.

- 15-8** (a) Assigned vacation periods will not be changed by the Company except by mutual agreement between the employee and the Company with not less than thirty (30) days' notice.
- (b) With a minimum notice of seven **(7)** days, an employee may cancel their Scheduled vacation, including General Holiday blockbid, a maximum of three (3) times per year. Cancellations will not be accepted until all vacation and general holiday bids are complete, except in the case of extenuating circumstances. The employee will submit their re-bid with the cancellation notice. For the purpose of this article, the following options apply: moving one week of a two-week block is permitted and considered as one move; moving a two-week block to another two-week period or splitting a two-week block into two one-week periods is considered one move.

- 15-9** Vacations are not cumulative and must be taken during the vacation year following that in which the entitlement was earned. By mutual agreement between employees and the Company, one week's vacation may be deferred to the following year. Employees must submit their request in writing stating the reasons. Bids for any deferred vacation will only be accepted after all bids for the current vacation year are approved.

- 15-10** Reserved

- 15-11** An employee who is unable to commence his/her scheduled vacation period due to injury or illness including workers' compensation, shall be awarded a new vacation period upon return to duty. However, if the employee does not return to duty on or before December 1st of any year, he/she shall have the option to receive the pay in lieu of the vacation earned but not taken.

If an employee having bid his/her vacation period voluntarily moves to another classification or crew, the employee will recognize that there may be a need to change the employee's vacation bid so as to accommodate the Company's operational requirements. In the event an employee is involuntarily moved to another classification

or crew, the Company recognizes that such employ — may need to change his/her vacation period to coincide with the employee's new days on/days off.

Sickness or injury after a vacation has commenced will be recognized as a disability provided it is verified by a physician. Employees in such circumstances must advise their supervisor of the disability and provide supporting documentation. When health is restored, employees will be entitled to retain the vacation entitlement from date of verified sickness or injury for utilization at another date.

- 15-12 In the event of termination for just cause, vacation pay will be paid and calculated pursuant to the provision of the Canada Labour Code.
- 15-13 Upon request, an employee shall receive a record of the gross earnings on which the vacation pay has been calculated.
- 15-14 Notwithstanding the foregoing, employees on leave of absence, laid-off status, union leave, Workers' Compensation, short- or long-term disability, or on inactive status for more than thirty (30) consecutive calendar days, will not earn vacation for such periods and will not be credited with service for the purpose of advancing to a higher vacation earning rate.

**ARTICLE 16 - GENERAL HOLIDAYS**

**16-1** Employees shall receive ten (10) General Holidays per year as identified in this Article. These General Holidays shall be with respect to:

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

**16-2** Employees who are hired by the Company during the calendar year will be entitled to General Holidays at the rate of one (1) Holiday for each of the General Holidays which occurs during the balance of the year following the date the employee commences employment. Eligibility for any General Holiday arises when an employee has completed thirty (30) calendar days of active employment with the Company prior to that General Holiday.

**16-3** Notwithstanding Article 16-1, employees will be entitled to receive a General Holiday only if the employee works on his/her last scheduled day immediately prior to the Holiday and on his/her first scheduled day immediately following the Holiday. However, if the employee is on authorized leave of absence (i.e., Bereavement Leave, Vacation, Jury Duty) or absence due to illness as contemplated by this Collective Agreement but not a personal leave of absence, the employee will be deemed to have satisfied this day before/day after requirement. In any event, employees who have been on personal leave of absence, on workers' compensation, short-term disability, long-term disability or any other leave where payment is received from another source, on laid-off status or otherwise on inactive status for more than thirty (30) calendar days immediately prior to a General Holiday will not be eligible for General Holiday pay.

**16-4** Employees who were hired in one calendar year shall bid their General Holidays for the next calendar year in accordance with one (1) of the following:

- (a) Two (2) blocks of five (5) General Holidays in two (2) seven (7) calendar day periods (in other words, a total of ten (10) days of General Holidays); or
- (b) Five (5) General Holidays in a Seven (7) calendar day period (in other words, five (5) days of General Holidays), with the other five (5) days related to General Holidays placed in the employee's General Holiday time bank at the commencement of the next calendar year. Subject to operational requirements and upon written request from the employee,

General Holiday days time banked may be taken at the employee's straight time hourly rate when such days are granted as time off. General Holiday time bank days may not be carried over from one (1) calendar year to the next. General Holiday time bank days are not transferable from one employee to another. Requests to utilize General Holiday time bank days will not be accepted prior to thirty (30) calendar days or after fourteen (14) calendar days in advance of the time period requested, except in the case of unforeseen circumstances. The Company will respond within seven (7) calendar days of receiving the request. Where a request to utilize General Holiday time bank days is not granted, the employee will be provided with a reason for the decision.

- (c) Requests to utilize general holiday time bank days will not be accepted prior to sixty (60) calendar days or after seven (7) calendar days in advance of the time period requested except in the case of unforeseen circumstances. The Company will respond within four (4) calendar days of receiving the request. When a request to utilize general holiday time bank is not granted, the employee will be provided with a reason for the decision.

**16-5** The bidding for General Holidays and the creation of the General Holiday time bank pursuant to Article 16-4 is done on the basis that a full-time employee is assumed to be earning General Holidays as provided in Article 16-2 and 16-3. If the employee in the upcoming year fails to earn the General Holidays as provided for in Article 16-2 and 16-3, the employee shall forfeit the holiday and shall work on that day instead, or shall otherwise be required to pay back the value of the General Holiday to the Company.

- 16-6** (a) Employees who were hired in one (1) calendar year shall bid on their General Holiday block for the next calendar year after the bidding for vacation has been completed by all employees. General Holidays will be bid within crews by classification grouping seniority. For the purposes of General Holiday bidding, crews following the same rotation of days or days off, working the same nights and doing the same work during shifts which overlap by ten (10) or more hours, will bid together.
- (b) Following the posting of the approved vacation roster, General Holiday block bidding will commence as follows:
- i) The Company will post a General Holiday block bid roster for all crews showing the General Holiday time available for each employee.
  - ii) General Holiday blocks will be bid within crews as per Article 16-6 (a), starting with the employee holding the highest classification grouping seniority. Each employee will be assigned a specific bid period in which to submit his/her bid. Failure to submit a bid in the assigned period will

result in the employee missing his/her turn **and then being** placed at the bottom of the bid roster.

- iii) ~~The number of employees from a particular crew permitted to be off~~ On General Holidays at any given time will be designated by the Company in accordance with its operational requirements. ~~In setting General Holiday restrictions, employees with more than six (6) continuous month's service in their position will be included in the crew minimums and will bid in order of their classification grouping seniority.~~
  - iv) Employees will submit their General Holiday bid to maintenance administration using the time off request form. Approved General Holidays will be posted on the General Holiday roster.
  - v) ~~A complete approved General Holiday roster will be posted within three (3) working days after the last bid period has elapsed. Following the posting of the approved General Holiday roster, employees who fail to bid the required General Holiday block bid time will be given seven (7) days to do so. General Holiday time not bid during this time frame will be allocated by the Company as though the employee had selected the option under Article 16-4 (b).~~
- 16-7 If an employee is unable, due to unforeseen circumstances, to take the block bid General Holidays, the Company will pay the employee one and one half (1 1/2) times his hourly rate for his normal actual hours worked; however, for these purposes, employees will be deemed to not have normal actual hours worked in excess of eight (8) hours.
- 16-8 The number of any employees from a particular classification permitted to be scheduled off work on General Holidays shall be designated by the Company in accordance with its operational requirements. General Holiday bidding shall be by classification and in order of Company seniority.
- 16-9 Employees who do not work regularly scheduled shifts in excess of eight (8) hours ~~are not entitled to block bidding and their holiday entitlement depends on satisfying Article 16-2 and 16-3. Similarly employees who are hired by the Company during the calendar year are entitled to General Holidays according to Article 16-2 and 16-3 and will not bid~~ Holidays. Such employees will be entitled to a General Holiday on the basis that if the employee is scheduled to and works on a General Holiday ~~and is entitled to General Holiday pay the employee shall receive his/her normal pay for that day and in addition, shall be paid one and one half (1 1/2) times his/her regular rate of wages for the time worked on that day. When a General Holiday falls on a day on which such employee was not scheduled to work, the employee shall be given an eight (8) hour holiday with pay at some other time subject to the mutual agreement of the employee and the Company. Employees shall apply to their supervisor thirty (30) days in advance of the date requested.~~

16-10 **If an employee** having bid his/her General Holiday period voluntarily moves to another classification or crew, the employee will recognize that there may be a need to change the employee's vacation bid so as to accommodate the Company's Operational requirements.

In the event any employee is involuntarily moved to another classification or crew, the Company recognizes that such employee may need to change his/her General Holiday period to coincide with the employee's new days on/days off.

- 16-11 (a) **Employees** called in or assigned to work overtime on the day of a General Holiday which is also a scheduled day off will be paid two (2) times the regular hourly rate for all hours worked on that day. Double time will not carry over to the next day.
- (b) **Employees** scheduled to work on a General Holiday, who work overtime prior to or following their scheduled shift, will be paid one and one-half (1.5) times the regular hourly rate for all hours worked, unless the total hours worked constitute double time in accordance with Article 13-5.
- (c) **Employees** called in or assigned to work overtime on a day when they are off on approved General Holidays in accordance with Article 16-4, will be paid one and one-half (1 1/2) times the hourly rate for the first four (4) hours of work on that day and double time for the remainder of the overtime period.

16-12 Part-time employees are entitled to holidays on a pro rata basis.

16-13 For these purposes a full-time employee's General Holiday is deemed to be an eight (8) hour day.

#### **ARTICLE 17 - SICK LEAVE**

- 17-1 For the purpose of this article, 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 he/she is paid as outlined herein.
- 17-2 On January 1st of each year, employees who have completed their probationary period shall be entitled to eighty (80) hours sick leave with pay for the current year. Probationary employees are entitled to forty (40) hours sick leave during the probationary period. Following the probationary period they are entitled to five-sixths (5/6) of a day for each month remaining in the calendar year in which the probationary period occurs.
- 17-3 The sick leave bank will be deducted by the corresponding number of hours for each working day an employee is off sick; however, if the employee's standard working day exceeds eight (8) hours the deduction from the sick leave bank for that day shall not exceed eight (8) hours. Payment of any sick leave may require substantiation through medical reports if requested by the Company.
- 17-4 An employee is not eligible for sick days in cases where the Company Weekly Indemnity, Long-Term Disability, Workers' Compensation Plan, or automobile accident insurance plans apply.
- 17-5 One-half (1/2) of the unused portion of an employee's yearly sick leave allowance shall be cumulative to a maximum of eighty (80) hours which may be carried forward to the following year. For example: An employee who has forty (40) hours carried forward, end then uses seventy (70) hours sick leave in that year, is then entitled to carry forward the original forty (40) hours plus one-half (1/2) of the ten (10) remaining hours. Therefore, the employee carried forward forty-five (45) hours.
- 17-6 Employees working part-time hours accumulate sick leave hours on a pro rata basis.

#### **ARTICLE 18 - EMPLOYEE BENEFITS**

**18-1** Employees will be eligible for coverage in a group insurance plan arranged by the Company. The cost of the plan premiums will be shared equally by the employee and the Company. 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

**18-2** 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.

**18-3** 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.

**18-4** 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.

**18-5** The Company will issue to each new employee and thereafter annually a summary of the employee's benefit plans including a breakdown of the premium costs to the employee.

**18-6** The Company will provide to the Union a copy of the applicable employee benefit plans and any changes as they arise.

**ARTICLE 19 - GRIEVANCE PROCEDURE**

- 19-1 A grievance is defined as any difference or dispute arising between the Company and the Union concerning the interpretation, application, administration or alleged violation of the Agreement. Grievances will be resolved as expeditiously as possible and in accordance with the procedures as set out in this Article.
- 19-2 Grievances under this Article may be initiated by any employee, or group of employees, who consider themselves aggrieved, provided such grievance is filed within a period of ten (10) days after the grievor would reasonably have knowledge of such grievance.
- 19-3 Grievances of a general or policy nature may be initiated by the Union at the appropriate higher level of the procedure with fifteen (15) days of the Union having become aware of the occurrence.
- 19-4 Grievances of a general or policy nature, or in respect of an employee or employees, may be initiated by the Company to the Union within fifteen (15) days of the occurrence or when the Company became aware of the occurrence.
- 19-5 Grievances must be submitted in written form bearing both the signature of the grievor(s) (or the grieving party) and the date of the grievance and as a condition of their validity and arbitrability, must specify:
- (a) the nature of the grievance and the circumstances under which it arose.
  - (b) the section or sections of the Agreement alleged to have been violated.
  - (c) a statement as to the requested remedy or relief sought.
- 19-6 Prior to the filing of a grievance, an employee with a complaint should first attempt to obtain a satisfactory settlement with his/her immediate Supervisor. The employee may be accompanied by a Union Representative for such purpose.
- 19-7 Where no satisfactory settlement is obtained through the discussion with a Supervisor, a grievance may be initiated by the Union in writing at Step I and subsequently appealed through the next steps if no satisfactory settlement is obtained. The grievance steps are as follows:

Step I	Supervisor
Step II	Manager or designate
Step III	Vice President, Maintenance or designate

Note: With respect to a grievance of a ramp employee, the following steps will apply:

Step I	Station Manager or Company designate
Step II	Manager, Station Administration or designate
Step III	Vice President, Operations or designate

In all other respects, the grievance procedure shall be pursued in accordance with the procedures and time limits as set out in this Article.

19-8 The following time limits shall apply to all steps specified in Article 19-7:

- (a) A hearing shall be held within ten (10) days of the filing of a grievance by the Company or a representative of the Union.
- (b) All decisions shall be rendered within ten (10) days of a hearing and shall be communicated in writing to the parties concerned including the Union.
- (c) Appeals must be lodged in writing within ten (10) days of the rendering of any decision.
- (d) Appeals and replies under Step III shall be lodged and rendered within fifteen (15) days.

Time limits as specified will be exclusive of Saturdays, Sundays, and General Holidays, unless otherwise specified in writing.

- 19-9 Any grievance decision rendered by the Company within the relevant time limit (except where the time limits have been extended by mutual agreement), shall be automatically advanced to the next step. Any grievance decision not appealed by the Union within the relevant time limits (except where the time limits have been extended by mutual agreement), shall be final and binding on the parties concerned.
- 19-10 At all steps of the grievance procedure, the employee and his/her Union representative shall be given an opportunity to present evidence and to make representations.
- 19-11 With respect to grievances dealing with discipline, the parties may at any step of the grievance procedure, request the assistance of the employee(s) concerned and any other employee(s) as necessary witnesses.
- 19-12 Where the steps outlined in Article 19-7 have been exhausted, the Union may initiate the arbitration procedure in accordance with Article 20 within thirty (30) calendar days.

#### **ARTICLE 20 - ARBITRATION**

20-1 Any grievance not settled in accordance with Article 19, ~~Grievance Procedure~~, may be referred to Arbitration by either party ~~within thirty (30) days of the decision reached at the Step III Stage~~ through written Notice of Intent to proceed to Arbitration.

#### 20-2 **Single Arbitrator**

- (a) When written notice of arbitration is given by either party to this Agreement, each shall within ten (10) days of receipt of Notice of Intent, ~~provide the other party with the name(s) of an Arbitrator for the purposes of mutual agreement.~~
- (b) Should the parties fail to agree upon the selection of an Arbitrator within five (5) days of receipt of the proposed name(s), the Federal Minister of Labour shall be empowered to appoint an Arbitrator.
- (c) The decision of the Arbitrator shall be final and binding on the Union, the grievor and the Company.
- (d) The cost of the Arbitrator shall be shared equally between the Company and the Union.

#### 20-3 **Board of Arbitration**

In the event that the parties mutually agree to use a Board of Arbitration, the following shall apply:

- (a) Each party shall, within ten (10) days of reaching agreement to use a Board, notify the other of its nominee to the Board.
- (b) A Board of Arbitration, hereinafter referred to as the Board, shall be established as agreed and shall consist of one (1) member appointed by the Union, one (1) appointed by the Company and one (1) Chairperson appointed by agreement between the appointees of the Union and the Company. Failing agreement on a Chairperson, the Minister of Labour shall be empowered to appoint a Chairperson at the request of either party.
- (c) In the event that a member of the Board resigns, dies or otherwise is unable to remain a member of the Board, the party who appointed him/her, or, in the case of the Chairperson, the other two appointees, shall replace him/her as soon as possible in the same manner as set out hereinabove.
- (d) The expenses incurred by the Board Chairperson shall be borne equally by the parties. Each party will assume the expenses incurred by its own nominee.
- (e) A majority decision shall constitute the decision of the Board but failing a majority, the decision of the Chairperson shall govern. A decision of the Board shall be final and binding on the Union, the grievor and the Company.

- 20-4** The Arbitrator/Board shall have jurisdiction to consider only grievances as properly submitted under the terms of this Agreement, including determinations on their arbitrability.
- 20-5** The Arbitrator/Board shall not have any power to alter, modify or amend any of the provisions of this Agreement or to substitute new provisions for existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to adjudicate any matter not specifically referred to the Arbitrator/Board.
- 20-6** At any hearing held throughout these arbitration procedures the Union and the Company shall have the right to be represented before the Arbitrator/Board by any person(s) who they may choose or designate.
- 20-7** The Union and the Company shall be given every opportunity to present evidence, make representations and present, examine and cross-examine witnesses.
- 20-8** The Arbitrator/Board shall make every effort to render a decision with the minimum of delay, but in no case no more than thirty (30) calendar days from the date of final hearing.
- 20-9** An Arbitrator or Arbitration Board constituted under the provisions of this Agreement, may dispose of any discharge or disciplinary grievance in a manner it considers just or equitable under the circumstances, but shall not have the authority to deprive a reinstated employee of any of such employee's attained seniority.
- 20-10** All employee witnesses called by the Union upon reasonable notice to the Company, shall be granted time off subject to the requirements of the service, and, if possible, will be provided with space available transportation to and from the hearing.

**ARTICLE 21 - DISCIPLINE/DISCHARGE**

- 21-1 Employees shall only be disciplined or discharged for just cause, subject to Article 8-3.
- 21-2 In cases where disciplinary or discharge action is considered appropriate, the Company may hold an employee out of service pending investigation for a maximum of seven (7) calendar days.
- 21-3 An employee who is the subject of a disciplinary investigation may request and have the presence of a Union representative whenever the employee is meeting with the Company during the disciplinary investigation.
- 21-4 All disciplinary action must be in the form of written notice addressed to the employee in question. The notice shall contain a statement of the reasons for discipline. A copy of the notice shall be provided to the Union.
- 21-5 Notice of disciplinary action will be given within seven (7) working days after the occurrence of the incident giving rise to the disciplinary action, or within seven (7) working days of the Company becoming aware of the incident in question. With respect to faulty workmanship, notice of disciplinary action will also be given within seven (7) working days of the Company's having determined that an employee or group of employees is responsible for the faulty workmanship.
- 21-6 Disciplinary correspondence shall be removed from an employee's personal file after a period of two years from its being placed in his/her file except in cases where there has been further disciplinary action within the two-year period, where the disciplinary action resulted in a suspension, or the disciplinary correspondence was of a technical nature.
- Disciplinary correspondence as removed from an employee's personal file shall not be admissible as evidence in any disciplinary proceeding.
- 21-7 Where any disciplinary action includes suspension without pay, any time held out of service may be deducted from the suspension period as assessed.
- 21-8 An employee who has been disciplined or discharged and who is not in agreement with the Company's decision, may file a grievance in accordance with the provisions of Article 19 - Grievance Procedure. Such grievances will commence at the Step II stage.
- 21-9 An employee covered by this Agreement shall have the right to refuse to cross a picket line, provided the employee can demonstrate that his/her safety was in jeopardy. Failure to cross such picket line in such circumstances by a member of the union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, other than loss of pay for the period involved.

**ARTICLE 22 - L** \_\_\_\_\_

- 22-1** The Company may, upon written request, grant an employee a **personal** leave of absence without pay or **benefits** for reasons satisfactory **to the** Company.
- 22-2** An employee on **personal** leave of absence shall **not**, without prior written permission from the Company, **engage** in other employment. If the employee fails to obtain such permission and **engages** in other employment, the employee shall **lose his/her** seniority and shall be deemed to **have resigned** from the Company.
- 22-3** An employee on approved leave of absence **for** personal leave and leave as provided in Article 7-6 shall have the **option** of choosing to maintain all or any eligible benefits normally **covered** by payroll deduction at employee expense subject to the terms and conditions of the Group Insurance **Plan**.
- 22-4** Employees **who are** on approved leave of absence in excess of thirty (30) calendar days shall be frozen **on the** incremental pay scale for the period of **their** leave of absence.
- 22-5** An employee **-serving** on jury duty shall be granted leave of **absence**. Compensation at his/her current salary will be paid by the Company, **less** any fees received as a result of **jury duty**.
- 22-U** (a) **When a death occurs** in the immediate family of an employee, the employee shall be granted bereavement leave up to **seven (7)** calendar days with pay. Such leave **will normally** commence on the date of death, **except** in extenuating circumstances.
- (i) **Immediate** family is defined as spouse (including common-law spouse or **same-sex** partner), children of employee and spouse.
- (b) **When a death occurs** in the family of an employee, the employee shall be granted **bereavement** leave up to **three (3)** calendar days with pay. Such leave will normally commence **on the date** of death, except in extenuating circumstances.
- (i) **Family** is defined as **parents** of employee and spouse, **brothers** and **sisters** of employee and spouse, **grandparents** of employee and spouse, and includes other relatives residing with the employee.
- (c) in the event of the death of a grandchild of an employee or spouse, or an employee's aunt or uncle, the employee will be granted one (1) day leave without loss of pay to be taken **on the day** immediately following death or for attendance at the funeral, provided **either** of the above occurs on the employee's scheduled working day.
- (d) Bereavement/compassionate leave may be extended with or without pay at the

approval of the division head should circumstances warrant.

- (e) An employee who leaves work to commence bereavement leave under (a) or (b) above, will receive their regular pay but will not have that day counted as bereavement leave.
- 22-7 Maternity and child care leave shall be granted in accordance with the provisions of the Canada Labour Code to any employee who has completed six (6) months of service at the time of such leave.
- 22-8 An employee subpoenaed to attend a criminal proceeding, a Coroner's Inquiry or any judicial inquiry into the Company's operations shall be granted leave of absence. Compensation at his/her current salary will be paid by the Company, less any fees received as a result of such witness attendance.

**ARTICLE 23 - MEDICAL FITNESS**

- 23-1** The right of an employee to employment with the Company shall be conditional upon an employee being declared as medically fit to perform the duties of his/her job in accordance with Company medical standards.
- 23-2** The Company may at any time require an employee to be medically examined at Company expense, consistent with the requirements of the Human Rights Act.
- 23-3** In the event of a determination pursuant to Article 23-2 that an employee is no longer fit to perform the duties of his/her job in accordance with Company medical standards, the Company agrees to give such employee consideration for alternate positions within the bargaining unit subject to the following:
- j) his/her being qualified for an alternate position;
  - ii) the results of a medical assessment to be arranged by the Company to determine his/her fitness for an alternate position;
  - iii) the availability of an alternate position.
- 23-4** It is recognized that the application of this Article is subject to, and will be consistent with, the provisions of the Canadian Human Rights Act.

**ARTICLE - ON- GEMENT COMMUNICATIONS**

- 24-1 The parties to this Agreement recognize the value and benefit of joint consultation and agree to establish a Joint Labour Management Committee. This Committee cannot alter or make decisions on any terms or conditions of the Collective Agreement.
- 24-2 The Committee shall be comprised of two (2) representatives designated by the Union and two (2) representatives from management.
- 24-3 Meetings of the Committee shall generally be held during normal working hours. Employees shall endure no loss or pay for attendance at meetings if in conflict with their normal scheduled hours of work. If required to attend meetings on days off, committee members shall be compensated at straight time rates for those hours in attendance.
- 24-4 Notwithstanding Article 24-1, if legislation is enacted which causes any provision of this Agreement to become invalid, either party may schedule a meeting of the Labour Management Committee to discuss this with the view to seek to alleviate such invalidity and any adverse effects.
- 24-5 Agendas for the Committee meetings will be prepared jointly by employee and management representatives.
- 24-6 The Company agrees to pay into a special fund established by the Union, a sum equivalent to ten (10) minutes monthly per employee based on the average hourly rate of each employee. Such monies will be paid annually on September 1 of each year to the following address: CAW-PEL Program, c/o CAW Family Education Centre, R.R. 1, Port Elgin, Ontario N0H 2C5 with cheques made payable to the CAW Leadership Training Fund. The purpose of this fund is to upgrade employee skills in all aspects of trade union functions.
- Subject to having received a minimum of two (2) weeks advance notice, the Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for up to twenty-three (23) days class time as required by the Union, plus travel time where necessary. Said leave of absence may be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.
- 24-7 The Company shall provide the Local Union Financial Secretary with the following information on a quarterly basis:
- A list of all members in the bargaining unit regardless of whether or not dues were deducted over the period;
  - Each employee's mailing address;
  - The employee number;
  - Each employee's current rate of pay;
  - Each employee's current status (i.e., sick leave, leave of absence, WCB, retired);
  - Hours worked during the quarter.

#### **ARTICLE 25 - HEALTH AND SAFETY**

- 25-1** The Company, ~~the~~ Union ~~and the~~ employees agree to promote work practices which will ensure the health and safety of all employees.
- 25-2** ~~The Company,~~ the Union and the employees recognize the respective obligations pursuant to ~~the Canada Labour Code - Part II Occupational Safety and Health~~
- 25-3** A Joint Health & Safety Committee of two (2) representatives of each party shall be formed. The Committee shall meet on a regular basis at least as required by law and as mutually agreed to examine operations from the standpoint of safety.
- 25-4** The Company shall inform the employee(s) who is being requested to search or service the Company's equipment, property or premises if there ~~has been a bomb~~ threat with respect to the aforesaid equipment, property or premises.
- 25-5** The Company will provide adequate first aid supplies at all bars when bargaining unit members ~~are~~ regularly employed.
- 25-6** ~~The Company shall normally schedule for work at least one (1) employee possessing a first aid certificate whenever there are fifteen (15) or more bargaining unit employees at the place of work. The Company shall pay the cost of first aid training for such designated employees; however, if such training takes place at the Company's direction during non-scheduled hours, the employee will receive the applicable overtime rate.~~
- 25-7** When safety or workload requires, two (2) people will be present in out-of-base work assignments.
- (a) When permitted by legislation, ~~the~~ Company group insurance plan will provide for a top up of workers' compensation payments to the maximum the employee would receive under disability insurance. If permitted by legislation, the payment of the two (2) day waiting period before workers' compensation benefits commence will be deducted from the employee's sick leave bank.
- (b) The above provision will be effective thirty (30) days from the date of ratification.
- 25-8** Employees injured while on duty will be provided transportation for medical treatment.

**ARTICLE 26 - GENERAL PROVISIONS**

- 26-1 In the event the Company requires an employee to take a medical examination or to undertake upgrading of driver's licence, the employer shall pay for such examination/test and shall authorize time to attend such examination.
- 26-2 All orders or notices to a permanent employee or employees involving a change in location or assignment, promotion, demotion, dismissal, layoff, disciplinary action, and leave of absence shall be stated in writing, with a copy of such orders being supplied to the Union.
- 26-3 A bulletin board will be provided at all bases when proper Union notices of direct interest to employees may be posted. All such notices will bear the signature of an appointed Union representative.
- 26-4 Subject to the parameters of Company policy outlining Employee Travel Pass Privileges, employees will be eligible for:
- a) system-wide travel for themselves and their immediate family at the applicable rates;
  - b) normal interline travel for themselves and their immediate family and subject to the terms and conditions of the interline agreement(s) in place;
  - c) employee travel privileges after they have retired from the Company.
- 26-5 Employees when away from their assigned base or station under orders from the Company shall be allowed the following expense. Expenses will be claimed at the exchange rate of the country in which the expense was incurred.

(a) Meal Expenses

Breakfast (0600-0900) & (1800-2100) \$9.00  
Lunch (1100-1400) & (2300-0200) \$11.50  
Dinner (1700-2000) & (0500-0800) \$22.50

Meal claims as outlined above will be permitted only when the time away from base extends over the majority of the time period allotted for the meal per diem.

In an AOG situation, employees will be entitled to the above-noted meal claims. When an employee works in excess of two (2) hours beyond the dinner period, he/she will be entitled to an \$11.50 overtime meal and a further \$11.50 claim for each additional four (4) hours worked.

(b) Travel/Transportation

- (i) Travel to an out-of-base assignment on an unpressurized aircraft under 12,500 pounds for more than two (2) hours can be declined by the employee in which case alternate transportation will be arranged.

- (ii) At the employee's request, return travel from an out-of-base assignment to the employee's base will be on commercially scheduled flights, as arranged by the Company.
  - (iii) If the return travel is on the employee's scheduled day off, the employee will receive a minimum of **four (4)** hours at the applicable overtime rate.
  - (iv) Reasonable costs incurred during AOG situations away from base, when an employee requires transportation (e.g., taxi) to get a meal. Such transportation will be covered only if cafeteria services are not available at the location (e.g., airport). Receipts must accompany any claim for such transportation.
- (c) Accommodation
- (i) All reasonable costs of hotel or motel accommodations (single basis) shall be paid by the Company.
  - (ii) A hotel room will be booked, at the request of the employee, if more than **five (5) hours** are to elapse between the end of an out-of-base assignment and the Company-arranged flight departure to home base.
- 26-6** Employees required to use their personal vehicle for Company business shall be reimbursed at the rate of twenty-five cents (\$0.25) per kilometre.
- 26-7** Individual lockers will be provided for each employee at the employee's permanent work place within thirty (30) days after completion of the employee's probationary period.
- 26-8** If an employee's toolbox is lost while out of base on an AOG assignment, the employee will first process a claim through the airline's baggage loss insurance. Any amounts in excess of the paid claim will be covered by the Company, to a maximum of **\$1,000**. The employee will be responsible to provide a full inventory of personal tools used in AOG situations which have been verified by management and retained for claim purposes.
- 26-9** If passports become mandatory for cross-border travel for work-related duties, the Company will reimburse maintenance employees covered by this Agreement for such cost.
- 26-10** Should any provisions of this Agreement become invalid due to present or future legislation, such invalidation shall not affect the other clauses of this Agreement, which shall remain in full force and effect.
- 26-11** The Company will notify the Union in advance of scheduled training. The Company will meet and discuss with a Union representative the proposed training and the selected attendees. The selection of attendees will be based on the principle of seniority. However, the Union recognizes that in certain situations seniority may not apply. An employee who has attended a training count and failed will be bypassed for the next course in future until junior employees, who were on staff at the time the employee failed, have been trained.

26-12 When the Company opens a new operation where members of the bargaining unit will be regularly employed, it will meet the Union prior to and after such opening to discuss any problems with a view to solving such problems related to the opening.

26-13 **Uniforms**

- a) Uniforms and safety footwear will be worn and maintained by employees who are in a position requiring a uniform according to standards prescribed by the Company.
- b) Each employee required to wear a uniform will be provided initially with the following items:
- four (4) shirts (long or short)
  - four (4) pairs of pants (long or short)
  - one (1) belt
  - two (2) t-shirts or one (1) vest
  - two (2) coveralls or smocks
  - one (1) rain suit
  - one time purchase of ear defenders for employees covered under clause 9-2 (a), (b), (d), (e), to a maximum of thirty dollars (\$30).

If the Company subsequently decides that the then applicable uniform cannot be worn in the future because of change in style or colour, the Company shall provide each employee with a new issue.

- c) During the six months following the date of ratification of this Agreement, the Union, in consultation with management, will develop an identifying crest/insignia to be worn at a mutually agreed location on the uniform. Such crest/insignia must be approved by the Company prior to implementation and the purchase price will be cost shared on a 93/50 basis.
- d) A parka, windbreaker and insulated coveralls, as provided in the Air Canada Workwear catalogue, will be supplied for positions where outside work is required. The Company will pay fifty percent (50%) of the cost of such clothing with the employee's contribution being made through payroll deduction. The useful life of such clothing items will be deemed to be twenty-four (24) months from the date of issue. A spring/fall jacket will be supplied under the same conditions as above if provided in the Air Canada clothing guide.
- e) Replacement costs of the above items (other than the rain suit and ear defenders) will be shared by employee and the Company on a 50/50 cost sharing basis. The useful life will be deemed to be twelve (12) months from the date of issue.
- f) Rain suits and ear defenders will have no specified useful life but will be replaced based on Company approval and at Company cost. The rain suit and ear defenders must be returned prior to new issue.
- g) Employees required to wear a uniform shall be paid a cleaning allowance of nine dollars (\$9.00) per pay.

h) The Company will provide an annual allowance to a maximum of \$150 for the purchase of CSA approved safety footwear for positions where the Company requires such footwear to be worn. Receipts shall be required prior to payment being made retroactive to January 18, 1999.

An exception may be made should the footwear be damaged beyond repair by a work accident before twelve months have elapsed. Payment will, in such cases, be made earlier.

i) When approved in writing by an employee's doctor, non CSA approved safety footwear will be covered under this Article.

j) The employee's share of the uniform cost will be paid by payroll deduction at the rate of fifteen dollars (\$15.00) per pay period. 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.

26-14 The Company agrees to defend all employees covered by this Agreement and their estates in any legal actions arising out of the performance of their duties and to protect them and save them harmless from any judgement thereunder, except in the case of gross negligence or wilful misconduct on the part of the employees concerned.

26-15 When employees purchase tools required for the performance of their duties for the Company, the Company shall be invoiced for the purchases. Employees agree to reimburse the Company by means of payroll deduction. An employee will be required to sign a copy of Letter of Understanding No. 1 before participating in the Tool Purchase Plan.

**ARTICLE 27 - TECHNOLOGICAL/OPERATIONAL CHANGE**

- 27-1 The Company and the Union agree that in the event of technological/operational change the Canada Labour Code provisions pertaining to technological/operational change will apply.
- 27-2 The Company agrees to notify and meet with the Union executive, as soon as possible, if requested to do so to discuss any substantive technological/operational change to company Operations which directly affect classifications covered by this Agreement.

**ARTICLE 28 - RENEWAL AND TERMINATION OF AGREEMENT**

28-1 This Agreement shall **become effective** on the date of ratification and **will** continue in full **force and effect until** midnight **January 17, 2002**. The Agreement will **be retroactive** for **wages only to January 17, 1999, inclusive**.

28-2 This Agreement shall **remain binding** upon the **parties year to year thereafter unless** notification of termination of the Agreement, **or** of intended change to the Agreement is served in **writing** by either party, such notification **to be served** no later than within **ninety (90) days** prior to the **expiry date**. In the event that such notice is given, the Agreement **will remain in full force and effect** until the **requirements of Section 89 (1) (a) to (d) of the Canada Labour Code** have **been met**.

IN WITNESS WHEREOF the **parties hereto** have signed this Agreement on the **day of** \_\_\_\_\_, **1999**.

**FOR AIR NOVA**

Signed \_\_\_\_\_

Signed \_\_\_\_\_

signed \_\_\_\_\_

Signed \_\_\_\_\_

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

signed \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

**APPENDIX A**  
**JOB DESCRIPTIONS**

All personnel who perform work in the following classifications are covered by this Agreement. The following job descriptions are not intended to alter current work practices.

**APPRENTICE ENGINEER**

Employees in this classification will be graduates of a Transport Canada approved aircraft maintenance course or have equivalent experience or training from some other source acceptable to Transport Canada and the Company. Duties will include servicing tasks, scheduled maintenance inspections and other related duties as assigned.

**ENGINEER (MECHANICAL, AVIONICS, SHEET METAL)**

Employees in this classification will have successfully completed the Transport Canada examinations to qualify for an A.M.E. license, and if initially hired as an apprentice, will have completed the Company's apprenticeship program. If there are no qualified candidates available to fill this classification, candidates from outside the Company with the experience and training necessary for an A.M.E. license, may be hired to fill this position. Duties will include scheduled and unscheduled maintenance inspections, snag rectification and other related duties as assigned.

**ENGINEER CERTIFYING (CAT.M, CAT.E, C, S)**

Employees in this classification will hold a valid A.M.E. license. It is their responsibility to schedule and monitor maintenance tasks, snag rectification/rectification and other related duties as assigned. Responsible to control/supervise a group of employees assigned to complete an assigned work assignment. All work is carried out in accordance with the prescribed instructions. The engineer is responsible to release work packages and the aircraft following completion of the assigned work.

**ENGINEER CERTIFYING (NON-DESTRUCTIVE TEST TECHNICIAN)**

Employees in this classification will be qualified and hold the appropriate licenses to carry out and certify: liquid penetrant, magnetic particle, eddy current, and ultrasonic inspections, in accordance with CGSB standards.

Employees in this position may be required to assist employees in other classifications and/or carry out other related duties as assigned.

**APPRENTICE GROUND EQUIPMENT**

Employees in this classification will have successfully completed an automotive mechanics' course and will be responsible to carry out maintenance on Company vehicles and equipment and assist with other related duties as assigned.

**AIRCRAFT UPHOLSTERER**

Employees in this classification will be competent in the use of industrial sewing equipment. Duties will include the upkeep and repair of aircraft interiors, signage, seat coverings, curtains, and other related duties as assigned.

**MECHANIC GROUND EQUIPMENT**

Employees in this classification will have successfully completed the required provincial examinations to qualify for an automotive mechanic license. Duties will include all work required to maintain Company vehicles and equipment in a safe, operational condition and all related duties as assigned.

**INVENTORY CONTROL CLERK**

Duties will include: performing stores functions (receiving, shipping, warehousing, stocking, delivery/pick up and issuing of parts, tools and supplies, ensuring related paperwork and records are completed), operation of motorized equipment and delivery vehicles, general cleaning of stores work area, and performing other related duties as assigned.

**AIRCRAFT GROOMER**

Duties will include cleaning the interior and exterior of Company aircraft in accordance with the published Company procedures/guidelines and other related duties as assigned.

**RAMP ATTENDANT**

Duties will include the handling of ramp services including the loading and unloading of baggage, cargo, deicing, marshalling, lav servicing, assisting with the boarding and disembarking of disabled passengers, and other related duties as assigned.

**APPENDIX B**

**CLASSIFICATIONS AND RATES OF PAY**

**APPRENTICE**

(Mechanical, Avionics, Sheet Metal)

Time in classification in completed months	<u>Effective Jan. 18/99</u>	<u>Effective Jan. 18/00</u>	<u>Effective Jan. 18/01</u>
	Salary	Salary	Salary
0 - 6	23,290	24,105	24,949
6 - 12	23,915	24,752	25,618
12-18	25,164	26,045	26,956
18-24	25,164	26,045	26,956
24-36	26,386	27,309	28,265
36-48	27,636	28,603	29,604
>48	28,885	29,896	30,942

**ENGINEER NON-CERTIFYING**

(Mechanical, Avionics, Sheet Metal)

Time in classification in completed months	<u>Effective Jan. 18/99</u>	<u>Effective Jan. 18/04</u>	<u>Effective Jan. 18/01</u>
	Salary	Salary	Salary
0 - 6	31,534	32,638	33,780
6 - 12	32,160	33,286	34,451
12-18	33,707	34,887	36,108
18-24	35,224	36,457	37,733
24-36	36,775	38,063	39,395
>36	40,880	42,311	43,792

**Note:**

When an employee, who is at the top of the Engineer Non-Certifying salary scale, obtains a position as an Engineer Certifying, he/she will commence at the six-month salary scale.

**ENGINEER CERTIFYING**  
(Mechanical, Avionics, Sheet Metal)

Effective Jan. 18/99   Effective Jan. 18/00   Effective Jan. 18/01

Time in classification in completed months	Salary	Salary	Salary
0 - 6	39,861	41,256	42,700
6 - 12	41,136	42,576	44,066
12-24	43,364	44,882	46,452
24-36	49,989	51,738	53,549
>36	51,911	53,728	55,609

**Note:**

Advancement on the engineering scale will be dependent on acquiring all endorsements and categories for A/C operated by the Company. Engineers failing to meet this requirement will be held on the 12-24 month step on the scale until that requirement is met. Continued advancement will be effective on the date that all endorsements/categories are obtained. Continued advancement will mean moving to the next highest step on the scale. Future progress will commence starting from the new scale.

Employees who have not been offered the required training by the Company by the time they reach the 12-24 month scale, will continue advancement on the scale. If the employee is subsequently offered the appropriate training and fails to obtain a pass mark and does not obtain the endorsement, he will be frozen at the scale effective at the time of his failure. Continued advancement will commence once the additional endorsement is obtained.

Employees who are assigned the position of Crew Chief and actually work in that capacity shall receive one dollar (\$1.00) per hour in addition to the highest pay rate for their applicable classification.

**ENGINEER CERTIFYING**  
**(NDT)**

Effective Jan. 18/99   Effective Jan. 18/00   Effective Jan. 18/01

Time in classification in completed months	Salary	Salary	Salary
0 - 6	39,861	41,256	42,700
6 - 12	41,136	42,576	44,066
12-24	43,364	44,882	46,452
24-36	49,989	51,738	53,549
>36	51,911	53,728	55,609

**APPRENTICE GROUND EQUIPMENT**

Effective Jan. 18/99   Effective Jan. 18/00   Effective Jan. 18/01

Time in classification in completed months	Salary	Salary	Salary
0 - 6	21,656	22,414	23,198
6 - 12	22,311	23,092	23,900
12-18	22,965	23,769	24,601
18-24	23,619	24,446	25,302
24-36	24,275	25,124	26,004
36-48	26,763	27,700	28,670
>48	28,139	29,124	30,144

**MECHANIC GROUND EQUIPMENT**Effective Jan. 18/99   Effective Jan. 18/00   Effective Jan. 18/01

Time in classification in completed months	Salary	Salary	Salary
0 - 6	29,975	31,024	32,110
6- 12	30,630	31,702	32,812
12-18	31,285	32,380	33,514
18-24	31,939	33,057	34,214
24-36	32,469	33,605	34,781
36-48	33,904	35,091	36,319
>48	36,568	37,848	39,172

**AIRCRAFT UPHOLSTERER**Effective Jan.18/99   Effective Jan. 18/00   Effective Jan. 18/01

Time in classification in completed months	Salary	Salary	Salary
0 - 6	29,975	31,024	32,110
6- 12	30,630	31,702	32,812
12-18	31,285	32,380	33,514
18-24	31,939	33,057	34,214
24-36	32,862	34,012	35,203
36-48	34,297	35,498	36,740
>48	36,976	38,270	39,610

**AIRCRAFT GROOMER**

Effective Jan. 18/99   Effective Jan.18/00   Effective Jan. 18/01

Time in classification in completed months	Salary	Salary	Salary
0 - 6	18,426	19,071	19,738
6- 12	19,080	19,748	20,439
12-18	19,735	20,426	21,141
18-24	20,389	21,103	21,841
24-36	21,356	22,104	22,878
36-48	22,666	23,459	24,280
>48	23,976	24,815	25,684

**INVENTORY CONTROL CLERK**

Effective Jan.18/99   Effective Jan. 18/00   Effective Jan. 18/01

Time in classificationIn completed months	Salary	Salary	Salary
0 - 6	21,657	22,415	23,199
6- 12	22,640	23,432	24,252
12-18	23,622	24,448	25,304
18-24	24,603	25,464	26,356
24-36	25,585	26,481	27,407
36-48	26,568	27,498	28,460
>48	27,550	28,514	29,512

**LETTER OF UNDERSTANDING NO. 1**  
**AIR NOVA TOOL PURCHASE AGREEMENT**

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

L1.01 Tools purchased under this Agreement will not exceed a maximum balance of \$500.00 at any time. Any amount billed to the Company in excess of \$500.00 will be paid by the following paycheque in addition to the minimum payment of \$25.00 per pay period.

L1.02 The minimum payment shall be \$25.00 per pay, which shall be paid by the following pay period, commencing upon receipt by the Company of an appropriate invoice.

L1.03 Tools purchased under this Agreement may only be used for Company-related work.

L1.04 The Company reserves the right to deem if the tool is appropriate to the duties required of the employee.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Manager, Maintenance Production

**LETTER OF UNDERSTANDING NO. 2**

**REGISTERED RETIREMENT SAVINGS PLAN**

- L2.01 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 Registered Retirement Savings Plan as arranged by the Company and hereinafter referred to as the "Plan" and subject to the terms and conditions of the Plan.
- L2.02 Participation for employees hired after January 10, 1996, is mandatory
- L2.03 The Company and employee each will contribute five percent (5%) of the employee's basic earnings, including vacation pay and time bank withdrawals which are redeemed in the form of time off. Additional voluntary contributions by the employee will be provided for in the Plan.
- L2.04 During periods of absence due to maternity leave and child care leave, the employee will have the ability to elect to make their regular required contributions during the period of absence, either on a monthly basis or by lump sum, based on their rate of pay immediately prior to the leave. Where the employee elects this option, the Company will contribute an equal amount on behalf of the employee. In the case of absence covered by workers' compensation or weekly indemnity insurance, RRSP contribution requirements will be as stipulated in the Canada Labour Code.
- L2.05 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:
- 1) The introduction of new pension legislation having an effect upon the employment relations of Air Nova Inc.;
  - 2) A decision by the Company to change to an alternative employee pension/retirement vehicle.

In the event of either occurrence as outlined above in points L2.05 (1) or L2.05 (2), the Company will provide written notice to the Union thirty (30) days prior to the intended introduction. Following the provision of notice the Company will set meetings with the Union so as to obtain Union input regarding the application and administration of the Plan.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this day of \_\_\_\_\_, 1999.

**Letter of Understanding No. 2 (Registered Retirement Savings Plan) cont'd.**

For: AIR NOVA INC.

For: NATIONAL AUTOMOBILE,  
AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF  
CANADA (CAW-CANADA)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

### LETTER OF UNDERSTANDING NO. 3

#### FURLOUGH(WITHOUT PAY)

- L3.01 The purpose of this letter is to set forth the terms and conditions that will apply to employees in the event of disruptions to operations as outlined in Article 10-1 which causes a reduction in the Company's services.
- L3.02 All provisions of the collective agreement not specifically modified or waived by this Letter will remain in effect. Any dispute arising from the terms and conditions of this Letter will be discussed by the Company and Union as soon as possible without prejudice to the Union's right to initiate a formal grievance.
- L3.03 Only those employees who are **not** required to work during the period the Company's services are affected shall be placed on off-duty status hereafter referred to as O.D.S.
- L3.04 Classification grouping seniority within each base will be the determining factor as to whom will be kept on duty, provided the employee is sufficiently qualified and can satisfactorily perform the remaining work. Employees may request personal leaves of absence without pay where such leaves will avoid another employee being placed on O.D.S. Such leaves shall be termed voluntary off-duty status and will be subject to the provisions of L3.12, L3.13 and shall remain in effect until the provision of L3.14 becomes effective. Employees electing for voluntary off-duty status will be advised of the above conditions prior to the leave being granted.
- L3.05 The Company shall provide notice of O.D.S., in writing, to only those employees who are not required to work. An employee placed on O.D.S. will be given a minimum of twenty-four (24) hours' notice which may be verbal but which will be confirmed in writing not later than forty-eight (48) hours after commencement of O.D.S.
- L3.06 As soon as possible after implementing the provisions of this letter, the Company will produce and issue a letter to each employee on O.D.S. This letter will include a summary of unemployment insurance commission procedures to be followed by the employee, the effect on Company insurance plans and benefits, and any other relevant information.
- L3.07 An employee who the company is unable to contact to advise of O.D.S., will be placed on O.D.S. and the written notice provided for in L3.05 and L3.06 will be sent to the employee's last known address.
- L3.08 An employee who is out of the base and who, due to an inability to travel, the Company is unable to contact to advise of work assignment will not be disciplined. Such employee will be placed on O.D.S. but will be returned to work within twenty-four (24) hours of the Company having knowledge of his/her return to the station, provided his/her seniority is sufficient to retain a work assignment.

**Letter of Understanding No. 3 (Furlough Without Pay) cont'd.**

- L3.09 **The scheduled shift or scheduled shift starting time of an employee required to work may be altered to conform to major changes in the normal working hours or working requirements at a base. The Company will advise the employee at least twenty-four (24) hours in advance of any alteration to his/her work schedule. An employee's scheduled days on/off may be altered with at least three (3) calendar days' advance notice, unless the affected employee agrees to accept shorter notice. In both cases, notice may be verbal but written notice will be provided as soon as possible.**
- L3.10 **There shall be no overtime under Article 13.6 at any base where employees are on O.D.S. except where employees on O.D.S. are not willing to provide the required coverage. Additional staff requirements shall be filled by returning employees on O.D.S. to duty in order of seniority.**
- L3.11 **The Company will investigate the possibility of providing training during any reduction in the Company's service. If it is found that training can be provided, all such programs shall be subject to mutual agreement between the Union and the Company.**
- L3.12 **An employee on vacation will continue on vacation and will be placed on O.D.S., if applicable under L3.04, upon the date of his/her scheduled return from vacation. An employee kept on duty or an employee placed on O.D.S. will commence vacation as scheduled.**
- L3.13 **An employee receiving disability insurance benefits will continue to receive those benefits until he/she is scheduled to return to work at which time he/she will be placed on O.D.S., if applicable. An employee whose illness commenced before the reduction of operations and who has not yet completed the waiting period will receive disability insurance benefits as scheduled, subject to satisfactory proof of disability.**
- L3.14 **Notification of return to duty may be verbal, but must be later confirmed in writing, and will state the effective date of the return to duty.**
- L3.15 **An employee will be allowed a reasonable length of time to return to duty.**

**IN WITNESS WHEREOF, the parties hereto have signed this Letter of Understanding this day of \_\_\_\_\_, 1999.**

**Letter of Understanding No. 3 (Furlough Without Pay) cont'd.**

**For: AIR NOVA INC.**

**For: NATIONAL AUTOMOBILE,  
AEROSPACE,  
TRANSPORTATION AND  
GENERAL WORKERS UNION OF  
CANADA (CAW-CANADA)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MEMORANDUM OF SETTLEMENT**

1. The provisions of this negotiated settlement, which includes all provisions of the previous Collective Agreement, except those items modified and signed by the parties as of April 21, 1999, are subject to ratification by the Union membership and Air Nova Executive Management which shall be completed as soon as possible. The Union agrees to fully recommend complete acceptance of the tentative agreement to its members.
2. Editorial changes to the Collective Agreement are subject to mutual agreement.
3. The provisions of this Memorandum form part of the Collective Agreement and are subject to the provisions of Article 19.

Dated at Halifax, Nova Scotia, this 21st day of April 1999.

For: CAW-Canada and its Local 4236

For: Air Nova Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_