

Final agreement
December 12, 2000
INNOTECH AVIATION LIMITED
(Hereinafter called the Company)

- and -

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW-
CANADA) AND ITS LOCAL 1990**
(Hereinafter called the "Union")



Effective July 29, 2000 - July 28, 2003

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ARTICLE 1 - PREAMBLE AND DEFINITIONS

- 1.01 This Agreement is made and entered into by and between Innotech Aviation Limited (hereinafter referred to as the "Company") and its employees based in Vancouver (hereinafter referred to as the "Union") as referred to in the certification issued by the Canadian Industrial Relations Board.
- 1.02 In making this Agreement, the parties hereto recognise that compliance with the terms of the Agreement and development of a spirit of co-operation are essential for mutual benefit and customer service.
- 1.03 The purpose of this Agreement is in the mutual interest of the Company and its employees, to provide for the operation of the services of the Company under methods which shall further the safety of air transportation and the continuation of employment under conditions of reasonable hours, compensation and working conditions. It is recognised by this Agreement to be the duty of the Company and the Union for the advancement of that purpose.

DEFINITIONS

- 1.04 **Emergency** - No prior notice from Customer.
- No qualified Union member being available.
- 1.05 **Employer** shall mean Innotech Aviation Limited.
- 1.06 **Part Time Employee** shall mean an employee who is called in from time to time with no specific call-in schedule.
- 1.07 **Qualified** shall mean the ability to perform the job outlined in Appendix A.
- 1.08 **Shift** shall mean a period of time within a day as described in the shift schedule for which an employee is required to work.
- 1.09 **Shift Schedule** shall mean a projection of all employees' shift starting times, days off and **days** on over a specified period of time.
- 1.10 **Union** shall mean National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 1990.

- 1.11 **Company Policy Manual** refers to any IMP or Innotech-Execaire policy or procedural manual.
- 1.12 **Employee** – means any person in the employ of the Company who is in the bargaining unit covered by this Agreement.

ARTICLE 2 - UNION RECOGNITION

- 2.01 The Company, and/or its representatives, recognise the Union as the sole collective bargaining agent for employees engaged in the business of the Aircraft Maintenance Division at Vancouver International Airport, as referred to in the certification issued by the Canadian Industrial Relations Board, excluding all supervisory personnel, office and sales staff and persons excluded by the Canada Labour Code.
- 2.02 The Company agrees not to contract out work normally performed by members of the bargaining unit, except in cases where the work load cannot reasonably be completed by bargaining unit members. Such contracting out will not result in the reduction or lay off of employees covered by this Agreement.
- 2.03 The Company agrees to limit and restrict work to the Union members solely except in the following cases:
- i) Emergency -
 - ii) For the purpose of instructing employees.
 - iii) Where the Union members are not available for overtime.
 - iv) **As mutually agreed to by the Company and the Union.** Such work shall not cause displacement, nor reduction in wage rate, nor layoff of an employee included in this bargaining unit.
- 2.04 The Company shall not require a Union member to cross a picket line.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive right of the Company, subject to federal law, the provisions of this Agreement, and those rights, powers and authority the Company had prior to the signing of this Agreement, except those abridged or modified by this Agreement, to:
- (a) Operate and manage its business in all respects and to direct the work force. Without limiting the generality of the foregoing, these functions shall include: general administration, organisation, supervision, training, schedules of production, methods of work, means of manufacture, general improvements to the operation and maintenance of efficiency, order and discipline.
 - (b) Decide from time to time all matters related to the terms and conditions of employment including and without limiting the generality of the foregoing, the right to hire, promote, demote, transfer, classify, lay-off, recall, retire, suspend or otherwise discipline and discharge employees, subject to the terms of this agreement
 - (c) Decide from time to time all matters related to the terms and conditions of employment including and without limiting the generality of the foregoing, the right to hire, promote, demote, transfer, classify, lay-off, recall, retire, suspend or otherwise discipline and discharge employees, subject to the right of the employee concerned to seek redress through the established procedure outlined in Article 9 of this Agreement.
- 3.02 The Company agrees that the exercise of the above functions and rights shall be carried out in a just and fair manner.

ARTICLE 4 - UNION DUES

- 4.01 (a) It shall be a condition of employment that all employees of the Company covered by this Agreement, who are members of the Union in good standing on the acceptance date of this Agreement, shall remain members in good standing.
- (b) The Company agrees to ensure that all new members complete the required Union membership form and to deliver same to the Union within one (1) working week of employment.
- 4.02 All employees shall be required to sign an irrevocable authorisation for check-off of Union dues and initiation fees or such other fees as levied from time to time in accordance with the Union's constitution and/or by-laws.
- 4.03 The Company shall deduct on the bi-weekly payroll from the wages due and payable to each employee coming within the scope of this Agreement, an amount equal to 1/26th of the current monthly dues times 12. Upon receiving written authorization from the Union, the Company shall also deduct from the wages payable to each employee initiation fees and other fees as may be levied from time to time.
- 4.04 The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Employer to the Union no later than thirty (30) calendar days following the pay period in which the deductions are made.
- 4.05 If the wages of an employee payable for any pay period are insufficient to permit a full deduction of dues, no such deduction shall be made from the wages of such employee by the Company in that pay period. The Company shall not, because the employee did not have sufficient wages payable in any pay period, carry forward and deduct from any subsequent wages the amount not deducted on an earlier pay period.
- 4.06 The Union agrees to save the Company harmless from any action arising from these deductions and complaints by the employee against the Company and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Secretary-Treasurer of the Union.

ARTICLE 5 - UNION REPRESENTATIVES

- 5.01 The Union shall notify the Company in writing of the names of its designated representatives and the District Chairperson, and of any changes in the personnel. The Company shall inform the Union in writing of the supervisors with whom the designated representatives shall deal with and of any changes in the personnel.
- 5.02 Time off for Union business will be granted at no cost to the Company, subject to the Company's operating requirements. The Union shall be billed at straight time for the time off including premiums.
- 5.03 The Company recognizes that the necessity to perform the role of a Union Representative, Bargaining Committee person or District Chairperson in the settlement of a complaint or grievance, can commonly arise during their regularly scheduled working hours and agrees that, within reason, he/she shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving their regular Company duties to attend to such matters he/she will request such time from their supervisor advising that they have Union business to perform and the approximate length of time required to perform such business. The Company shall not unreasonably withhold such permission.
- 5.04 The Union's District Chair and/or its representatives and the Company representatives shall meet on a bi-weekly basis or at a time mutually agreed by both parties. Either party may give the other at least three (3) days notice in writing requesting a meeting and supplying the agenda of the subjects to be discussed at such meeting.
- 5.05 In addition to the foregoing, the Company will absorb lost time costs for time spent in grievance hearings not including arbitration.
- 5.06 The District Chairperson will be granted three (3) hours off per week to conduct Union business with no loss of pay. Such time must be pre-approved by management.

ARTICLE 6 - PROBATION

- 6.01 The first six (6) months worked by full time employees shall be a probationary period during which time the Company will assess whether an employee is suitable for retained employment. Once an employee successfully completes the probationary period, their name will be placed

on the seniority list and will be back dated to the date of hire.

6.02 The Company reserves the right to make decisions regarding the termination or retention of any employee during their probationary period. The District Chairperson will be given an opportunity for input into the assessment of these employees, including review of the employee's technical qualifications, during the probationary period and prior to a final decision concerning the release of probationary employees.

6.03 (a) No employee covered by this Agreement shall be required to serve more than one probationary period.

(b) An employee who terminates his/her service with the Company and returns will be required to serve another probationary period.

6.04 The Company will advise the District Chairperson of the name, classification and rate of pay of all new hires.

ARTICLE 7 - HEALTH & SAFETY

7.01 The Company and Union agree to promote and encourage safety practices that will ensure the safety and health of all employees, pursuant to WHMIS legislation, WCB and Federal Standards.

7.02 Health and Safety Committee

(a) A Health and Safety Committee shall be established and/or maintained consisting of two (2) members from the Union and two (2) members from the Company. Pursuant to the Canada Labour Code, the representatives will **be** given the necessary time from work to carry out these functions and such time will be deemed as time spent at work.

(b) The Company shall post and keep posted the names of all members of the Health and Safety Committee in a conspicuous place or places where they are likely to come to the attention of employees.

7.03 Employees operating sandblast, paint spray or other equipment of a similar nature or working with fuel tanks or confined spaces, shall be provided with approved safety devices and shall be required to use such equipment. Whenever possible, spraying and paint stripping shall be

performed in the pain: booth, where this is not possible, appropriate equipment and precautions as directed by Part II of the Canada Labour Code and appropriate Material Safety Data Sheets (MSDS).

7.04 The Company shall make available information to employees of the contents and potential dangers of any hazardous material, substances or gases which are present and/or are introduced into the workplace. If employees are required to handle or work with such materials, the Company shall make every effort to provide full details on any special handling for such materials.

- 7.05
- (a) **All** questions of unsafe working conditions, practices or equipment shall first be referred to the employee's immediate supervisor, and if not available, other persons in authority and every effort will be made to resolve the matter at this level.
 - (b) If the matter is not resolved within a reasonable amount of time the matter will be referred to the Health and Safety Committee. When the Safety Committee cannot resolve the question, it is then to be referred to Human Resources.

7.06 **Safety Equipment**

Where protective equipment, and/or devices are necessary, including safety glasses, they shall be supplied by the Company and utilised by the employees. Such equipment and/or devices shall remain the property of the Company and, in the event of termination of employment, all Company property must be returned.

- (a) The use of safety shoes shall be determined by the Safety Committee and the Company shall reimburse 100% of the cost of said shoes to a maximum of \$150.00 every two (2) years.
- (b) **Hearing Protection**
 - i) The Company shall provide CSA A standard hearing protection for each employee (including probationary employees) for their personal use. Post probationary employees will have an option of obtaining form fitting hearing protection. A minimum of 10 employees will be required prior to requesting a hearing aid specialist to come in to fit employees for this type of hearing protection.

However, in no case will an employee be required to wait longer than 1 year from completion of probation to receive the form fitting hearing protection. Hearing protection will be replaced upon manufacturer expiry date.

- ii) Replacements– In the event that an employee misplaces his hearing protection the following will apply:
 - a) ear muff type hearing protection, the Company shall replace them at no cost except when they are misplaced within one year of issue;
 - b) form fitting hearing protection, the Company shall not be responsible for replacement until the manufacturer expiry date of lost hearing protection or the next expiry date, if replaced by employee.
 - c) Audio Testing: Yearly audio tests will be conducted for all employees. The higher of two standards recommended by the Workers Compensation Board or the Company Medical Officer will apply.

7.07 The Company agrees to provide training for Health and Safety Representatives as required by legislation.

- 7.08
- (a) The Company agrees to ensure that there is at least one (1) First Aid Attendant on shift at all times.
 - (b) The Health & Safety Committee shall seek volunteers. The Committee will select from the volunteers. The Candidate(s) shall attend the standard First Aid course (2 days), as per Part II, Canada Labour Code, at the Company's expense, without loss of pay.
 - (c) First Aid Attendants shall receive a premium as outlined in appendix A for the duration of their certificate currency.
 - (d) After successfully completing the training and obtaining the initial certificate, the employee may maintain the currency of that certificate at Company's expense for a period of not less than five (5) years.

7.09 The Company agrees to supply a first aid kit for employees who shall be working away from the premises. Employees will be responsible to sign and return the first aid kit to stores.

7.10 No individual employee shall be required to work on the premises alone without periodic monitoring by another employee.

- 7.11 Employees shall not be required to work under conditions which would normally be considered unsafe.
- 7.12 Any Union member has the right (as defined by the Canada Labour Code) to refuse any work of a dangerous nature unless proper safety precautions are observed. Any employee who is caught repeatedly carrying out work of a dangerous nature without proper safety precautions being observed, may be subject to disciplinary action.
- 7.13 The CAW Local 1990 National Health & Safety Co-ordinator shall have access to all work areas and staff covered by this Agreement. The Union agrees to request such access from Management, permission will not be unreasonably withheld.
- 7.14 The Company agrees to pay \$500.00 per year for the training of Union Health & Safety Officers employed by Innotech Aviation, Vancouver. The training will be determined by the Union Health & Safety Officers (Innotech Aviation) in consultation with Local 1990's National Health & Safety Coordinator.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 Any complaint, disagreement or difference of opinion between the Company and Union and/or those parties on whose behalf this Agreement was entered into, which concerns the terms and conditions of this Agreement shall be considered grounds for a grievance.
- 8.02 Grievances must be presented within ten (10) working days following the event giving rise to such grievance or reasonable awareness thereof or the right to grieve shall be deemed to have been waived. An extension to this time limit may be granted and shall not be unreasonably withheld.
- 8.03 **All** grievances shall be processed in the following manner unless otherwise stated in the Agreement:
- Step 1 :**
- (a) An employee and/or Union Representative shall present the grievance verbally to that employee's Manager.
 - (b) The employee's Manager shall meet to discuss the grievance with the employee and/or the Union Representative and attempt to

solve the grievance at this level.

Step 2:

- (a) Should the decision made at Step 1 be unresolved or if no decision is made within ten (10) working days of the meeting held in step 1, the Union may appeal to the Director of Maintenance in writing within ten (10) working days.
- (b) A hearing shall be held within ten (10) working days of the receipt of the written grievance.
- (c) Within ten (10) working days following the hearing, the Director of Maintenance shall render his decision in writing to all parties concerned.

Step 3:

- (a) Should the decision at Step 2 be unresolved or if no decision is made within the time limits set out in Step 2, both parties may file their contention on the dispute in writing to the Human Resources Department within ten (10) working days, at which point the General Manager and Human Resources will render a decision in writing within 10 working days.

- 8.04 The parties may waive any Step in the procedure and/or extend the time limits by written agreement. If an extension is requested, the time limits will be frozen until such time as a response is received. Should either party fail to request an extension of the time limits, the party exceeding the time limits must concede the grievance on a without prejudice basis. Time limits will be exclusive of Saturdays, Sundays and General Holidays.
- 8.05 Either party may initiate a general or policy grievance directly at step III of the grievance process in writing on any difference concerning the interpretation, or alleged violation of this Agreement within ten (10) working days following the date on which the party first had or ought to have had knowledge of the event.
- 8.06 At any hearing throughout these grievance procedures, the grievor(s) shall be represented by a duly accredited representative(s) of the Union.
- 8.07 Upon request, the Company shall provide the Union with copies of all documents relevant to the grievance. The relevance of these documents shall be determined by Management and any documents that may breach

confidentiality shall not be provided to the Union.

8.08 Any grievance not resolved at Step 3 of this Article may be referred to Arbitration in accordance with Article 10.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

9.01 No employee shall be disciplined or discharged without just cause. No discharge or disciplinary action other than verbal warning shall take place without an investigatory hearing.

9.02 (a) The employee will be given at least one (1) day notice of the investigation and be notified of the charge against him/her in writing. The employee shall be informed that if he/she so desires he/she may have the assistance of a duly accredited representative or representatives of the Union at the hearing.
(b) With consent of the employee and local union representative, the investigation may be held immediately.

9.03 The company shall have the ability to hold an employee out of service pending investigation. An employee shall not suffer loss of pay until such time as a hearing has taken place as provided in 9.02 and a decision is made and communicated in writing to the employee.

9.04 The decision to discipline or discharge an employee shall be made within five (5) calendar days from the date of the investigation hearing. This decision will be confirmed in writing to the employee with a copy to the District Chairperson of the Union.

9.05 Any employee who has been disciplined or discharged may file a grievance at Step 2 or Step 3 of the grievance procedure.

9.06 All correspondence to an employee concerning any form of discipline shall be removed from all personal records of the employee no later than two (2) years from the date of issue, except in cases where such offence, as determined by mutual agreement between the Company and the Union, is considered to be particularly serious; in such case, the correspondence will be retained a maximum of five (5) years.

ARTICLE 10 - ARBITRATION

- 10.01 Notice of intention to proceed to Arbitration shall be made in writing to the Company's Human Resources Department within fifteen (15) calendar days of the decision at Step 3 of the grievance procedure.
- 10.02 **Single Arbitrator**
An Arbitrator selected jointly by the parties, will be named within fifteen (15) calendar days after notice of intent to arbitrate has been given.
- 10.03 **Arbitration Board**
Before either party may opt for an Arbitration Board to consist of three persons, a mutual agreement must have been reached between the Union and the Company as to the need for a Board. If the party requesting arbitration so opts, it shall advise the other party in the notice of intent to arbitrate. If the party receiving the notice so opts, it shall advise the other party within ten (10) calendar days of receipt of notice of intent to arbitrate. Within fifteen (15) calendar days of receipt of notice that an Arbitration Board is desired, each party will select one (1) nominee each and a third party who shall be mutually acceptable to both nominees.
- 10.04 If the Company and Union cannot agree on an Arbitrator, or if the two selected nominees cannot agree as to a third member, within fifteen (15) calendar days, either party may request the Minister of Labour to appoint. In the case of an Arbitration Board the third person shall sit as Chairperson of the Board.
- 10.05 Extensions to the above time limits may be requested and shall not be unreasonably withheld.
- 10.06 The decision of the Arbitrator or majority decision of the Board shall be final and binding upon the Company, and the Union and employees involved.
- 10.07 The Arbitrator's or Arbitration Board award shall be stated in writing and furnished to the Company and Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.
- 10.08 At any hearing(s) held throughout the Arbitration procedures, all witnesses and representatives who are employees of the Company shall be given time off, subject to operational requirements. Time off will not be unreasonably withheld. Expenses of witnesses and representatives of

either party shall be borne by that party.

10.09 The compensation of the Arbitrator and expenses incurred by him/her shall be borne equally by the Company and Union.

ARTICLE 11 - SENIORITY

11.01 **Company Seniority** means the length of service with the Company and shall commence from the most recent date of hire to the Company.

11.02 **Bargaining Unit Seniority** will commence from the date the employee commenced work in any category covered by the collective agreement.

11.03 **Category Seniority** will commence from the date the employee commenced full time work in a specific category. Once an employee has completed three consecutive years of service with the Company his/her category seniority will be equal to his/her bargaining unit seniority.

11.04 **Seniority List**
The Company shall prepare a seniority list on which the name, Company seniority, Bargaining Unit seniority, Category seniority, job category, status and classification shall be recorded. Revisions and/or amendments shall be made every four (4) months, a copy will be posted and also forwarded to the Union.

11.05 Seniority shall accumulate on the following basis:

- (a) While receiving compensation under the Workers' Compensation Act in respect to an occupational injury suffered while in the employment of the Company.
- (b) While absent from work due to non work related accident or illness for a period of 18 months after which seniority will be frozen.
- (c) While on leave of absence approved by the Company, not exceeding sixty (60) calendar days in any one (1) calendar year.
- (d) While any employee is laid off but not to exceed eighteen (18) months.
- (e) While an employee is attending training programs recognized by the Union and/or the Company as being appropriate to the

Company's operation.

- (f) While on assignment away from Vancouver performing bargaining unit work.

11.06 Employment and seniority shall be terminated for any of the following reasons:

- (a) If an employee voluntarily quits or retires.
- (b) If the employee is discharged and not reinstated pursuant to the Grievance Procedure or Arbitration provision of this Agreement.
- (c) If the employee has been laid-off and fails to respond to notification of recall from the Company within fourteen (14) calendar days from the date of notification by registered mail.
- (d) If an employee overstays a leave of absence granted by the Company without securing an extension, or if the employee takes employment other than that declared and agreed on when applying for leave of absence.
- (e) If an employee is laid-off and not recalled to work for a period exceeding eighteen (18) months.

11.07 If an employee is promoted to a position outside the bargaining unit, bargaining unit seniority shall be lost after six (6) months. The employee shall have six (6) months to return to the bargaining unit without losing seniority.

11.08 If an employee accepts a Management Contract position in accordance with MOU #6 their seniority shall continue for the duration of the Management Contract, provided the employee continues to pay Union dues. The employee shall have six (6) months after commencing the work to, at his/her discretion, return to the bargaining unit, except where an employee receives training at the expense of the Company that is specifically related to the assigned Management Contract.

ARTICLE 12 - LAYOFF AND RECALL

LAYOFF

- 12.01 Lay off shall be by category, based on seniority, starting at the least senior.
- 12.02 The Company shall notify the Union as soon as possible prior to any lay off. All non-probationary employees shall receive at least 14 calendar days notice of any layoff or shall receive pay in lieu of notice. In the event that an employee continues to work for the Company after the 14 calendar days notice period expires, the employee shall be considered as not having received notice.
- 12.03 On receipt of notice, the employee may, within three (3) working days, advise the Company in writing, with a copy to the Union, that he/she wishes to exercise his/her bargaining unit seniority by bumping into another category provided that he/she has the seniority and is qualified to perform the work. It is understood that the employee will maintain his/her current classification and if this results in a further layoff, 12.01 applies.
- 12.04 All contract labour, part time and probationary employees in the job category shall be laid off prior to full time employees.

RECALL

- 12.05 When there is a vacancy, laid off employees shall be recalled to work in order of category seniority provided they are qualified to perform the work, Employees who have exercised their right to displace another employee shall have the option of returning to their previous position if there is a vacancy in that category.
- 12.06 Employees on layoff who desire to be recalled must file their name and current address with the Company. During layoff an Employee may refuse to accept any temporary position offered to them without affecting their recall rights. However, failure to accept a permanent position within fourteen (14) calendar days from the date of notification by direct contact or registered mail directed to their filed address, will result in their file being closed and their names being removed from the seniority list.

SEVERANCE PAY

- 12.07 Employees with one or more years of service, who are laid off pursuant to Article 12 and are not recalled to work within eighteen (18) months, or those employees with one or more years' service who permanently lose employment as a result of closure of all or part of the Company's operation, shall receive severance pay in accordance with federal labour standards.

ARTICLE 13 - FILLING OF VACANCIES

- 13.01 The Company shall post, and keep posted for not less than seven (7) calendar days, all permanent position vacancies related to the Vancouver Bargaining unit and shall use its best endeavour to post other position vacancies from other locations.
- 13.02 Employees interested in posted vacancies for the Vancouver Bargaining unit shall, within seven (7) calendar days, submit a written application to Human Resources. An employee may file a letter of preference with the Human Resources prior to going on vacation or out of town on assignment, stating, in order of preference, those vacancies being applied for should they be posted. A copy of these letters shall also be filed with the Union. An employee applying for more than one vacancy shall indicate the order of preference.
- 13.03 The Company agrees to award and fill posted vacancies for the Vancouver base with the most senior, qualified applicants. If none of the applicants are deemed qualified, the Company reserves the right to go outside the Union to fill the vacancy.
- 13.04 Qualifications for all positions, as outlined in Appendix A, shall be shown on the postings. Should the Company require additional skills, they may be added to the posting after consultation with the Union.
- 13.05 Job postings shall contain the following information: position, qualifications and experience required, special conditions or type of work, anticipated effective date, closing date for applications, and other pertinent data as is deemed necessary.
- 13.06 Successful applicants for vacancies, except for lateral transfers, shall fill the vacancy for a trial period of six (6) months, during which time management shall provide briefing and counselling to assist the employee

in successfully completing the trial period.

CROSS UTILIZATION

- 13.07 (a) Where there is a requirement to fill a temporary vacancy, which is defined as less than 90 calendar days, the temporary vacancy shall be filled by bargaining unit seniority with the senior qualified employee being offered the transfer first and so on down the seniority list until the temporary vacancy is filled. Should the vacancy not be filled by this procedure, then the vacancy shall be filled by the junior qualified employee. When it appears the temporary vacancy will exceed 90 calendar days the Company and Union shall meet to determine if a permanent vacancy should be created.
- (b) If a temporary vacancy becomes permanent it will be filled in accordance with 13.01
- (c) Employees will not be transferred from one classification to another without mutual agreement.

ARTICLE 14 - PAYMENT OF WAGES

- 14.01 All employees covered by this Agreement shall be paid on every second Friday; such pay shall include all wages earned up to seven (7) days prior to the day of payment.
- 14.02 The Company shall continue to provide each employee with an itemized statement in respect to all earnings. Such statement shall indicate the rate of pay, number of hours worked, individual premiums paid and all deductions from gross earnings.
- 14.03 Any minor error, including overtime, caused by the Company on an employee's pay cheque shall be corrected on the following pay cheque. Any major error shall be corrected within two (2) working days except where the employee may agree to have the correction made on the following pay cheque.
- 14.04 An employee leaving the service of the Company for any reason shall be paid all wages owing, including vacation allowance, within 14 calendar days.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

DAY SHIFT OR FIRST SHIFT

- 15.01 Eight (8) consecutive hours service, exclusive of meal period, shall constitute a day's work for all employees except as otherwise provided herein.
- 15.02 The work week will consist of forty (40) hours. Other than shifts outlined in MOU #4, shifts will be five (5) days per week, Monday through Friday inclusive.
- 15.03 Starting and stopping times shall be arranged by the Company in accordance with the terms of Article 3 and in consultation with the Union.
- All employees are required to use the time clock except for breaks and meal period. A five (5) minute grace period is allowed without loss of pay after which a deduction, in quarter hour increments, shall be made until the time clock is punched. An employee failing to punch in or out must have a supervisor fill in the time card manually and initial it.
- 15.04 Lunch period shall consist of thirty (30) minutes without pay to be taken between 1100 hours and 1300 hours. This lunch break must be taken in accordance with labour law. An employee who does not take this break shall not be paid in lieu or allowed time off at the end of the regular shift or overtime period.
- 15.05 Two (2) fifteen (15) minute paid breaks shall be granted, one in each half of the shift.
- 15.06 For the purpose of cleaning a working area, returning Company equipment, washing-up and putting personal tools away, a buzzer shall be sounded approximately ten (10) minutes before the end of each regular shift.
- 15.07 The Company must provide employees with 48 hours notice of change of shift. If the notice is not provided the employee will be paid at overtime rates for the change in hours. This notice can be waived by mutual agreement between the Company and the employee involved.

SECOND AND THIRD SHIFT SCHEDULE

15.08 If the Company determines the need for a second or third shift schedule the working hours will be established in consultation with the Union. The Company will post the new schedule for at least seven (7) days prior to the implementation of the schedule.

The starting time has been defined as follows:

Second shift start time between 1400 and 1600 hours

Third shift start time between 2200 and 2400 hours

- 15.09
- (a) All employees shall receive an hourly premium while on the second or third shift as detailed in Appendix A.
 - (b) When the Company requests a change in start time which will result in 50% or more of the shift falling within the second or third shift time frames, the applicable second or third shift premium shall be **paid** for the entire shift.
 - (c) **All** employees shall be entitled to a thirty (30) minute paid lunch break while working on the second or third shift.

OVERTIME

15.10 Time and one half shall be paid for the first three (3) hours worked in excess of normal daily working hours and double time for all hours worked thereafter. **All** overtime must be pre-approved by management.

For safety reasons no employee shall be required to work in excess of sixteen continuous hours.

Overtime will be offered to full time employees prior to being offered to part time employees.

15.11 For continuous work exceeding three (3) hours beyond the shift, there shall be a thirty (30) minute paid break with a meal provided by the Company. In addition, the employee shall be granted a ten (10) minute paid break for each subsequent two (2) hours of overtime.

15.12 When overtime is required, as much notice as possible shall be given to employees. Supervisors shall be responsible for asking employees to

work overtime and whenever possible, this overtime shall be distributed equally among employees of the same category and classification.

Overtime shall be on a voluntary basis, in the event that the Manager is unable to assemble the required complement of employees within a particular job category, then such overtime may be offered to other employees considered by the Company to be capable of performing such tasks. Failing that, any other employee may be offered such overtime.

In an emergency situation, if there are no volunteers, the junior qualified employee in the category shall be drafted to work. In the event the employee drafted has a valid reason for not working overtime, it would be the responsibility of that employee to either arrange a substitute whose qualifications are acceptable to the supervisor or arrange to work the overtime himself/herself.

- 15.13 Employees shall have 12 consecutive hours off duty after the previous shift worked including overtime.
- (a) An employee will not be required to report for duty until the 12 hours have elapsed and shall suffer no loss of pay.
 - (b) If the Company requests that an employee report for his or her next shift with less than twelve hours rest, that employee shall continue to be paid at the overtime rate for the full shift.
 - (c) If an employee agrees to report to an overtime shift on his/her scheduled days off with less than twelve hours after the previous shift worked, that employee will be paid at the applicable overtime rate outlined in 15.16 and 15.16 and MOU 4.
- 15.14 When employees work overtime, they shall not be laid off during their regular working hours to equalise working time.
- 15.15 Employees called in to work outside their regular shift or on a scheduled rest day will be paid a minimum of four **(4)** hours pay at the applicable overtime rate or the actual time worked at the applicable overtime rate, whichever is greater.

SATURDAYS

- 15.16 An employee required to work overtime on a Saturday shall be paid at the rate of time and one half for the first eight (8) hours, including a thirty (30) minute paid lunch break and two fifteen (15) minute rest breaks and double time for the remainder of the shift.

SUNDAYS

- 15.17 An employee required to work overtime on a Sunday shall be paid at the rate of double time for all hours worked, including a thirty (30) minute paid meal break and two fifteen (15) minute rest breaks at applicable rates.

BANKED TIME

- 15.18 (a) The Company agrees that there will be no banked time payout (1-160 hours) without written authorization from the employee.
- (b) Employees who have worked overtime, may accumulate paid leave of absence entitlement (banked time) in lieu of paid overtime.
- (c) All employees who elect to join the Banked time program, will do so by notifying Human Resources and signing a form authorizing their participation.
- (d) Employees can, at their discretion, revoke their participation in the Banked Time plan, but will not be able to rejoin until the following May 1.
- (e) Probationary employees will not be entitled to take banked time off until successful completion of their probationary period.
- (f) Banked time accrues at **the** same rate as overtime, and the conversion of overtime earned to banked time will be made before the time is added to the bank.
- (g) Banked time accumulates to a maximum of one hundred and sixty (160) hours and no further time may be banked until a portion of the one hundred and sixty (160) hours has been consumed through time off or paid out (employee's option).

- (h) The employee must submit a Daily Time Card stating the overtime worked. Payroll will keep records of "banked time accumulated" and "banked time taken". Individual status reports will be distributed with every pay cheque.
- i) Scheduling of Banked Time Requests will be handled by the appropriate Manager and will be granted on a first come first served basis and if requested at the same time, Company seniority will prevail. Banked Time Off will not be refused provided that no more than 35% of each category is away on any form of approved time off.
- (j) Once Banked Time Requests have been approved, changes to the requests are at the employee's discretion.
- (k) Floating Holidays will be banked in accordance with Article 16.07.
- (l) In the case of one who has accumulated Banked Time over a period of time with one or more pay progressions, the Banked Time payout will be at the current hourly rate. The sum that was accumulated in the account at a lower or higher rate of pay will be used to pay out at the new or present rate until depleted.

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 The Company shall provide three (3) floating holidays per contract year to be taken at a time mutually agreeable to the employee and management. Employees hired after the start of the contract year will receive one (1) day for every four (4) months of employment or part thereof. The following dates shall be recognised as statutory or designated holidays for the purpose of this Agreement:

Example: employee hired in February will receive two (2) days for the balance of contract year. February/March/April/May = 1 day and June/July = 1 day, August (start of contract year) will receive three (3) days.

2000	August 7	B.C. Day
	September 4	Labour Day
	October 9	Thanksgiving
	November 11	Remembrance Day
	December 25	Christmas day
	December 26	Boxing Day

2001	January 1 April 13 May 21 July 1 August 6 September 3 October 8 November 11 December 25 December 26	New Year's Day Good Friday Victoria Day Canada Day B.C. Day Labour Day Thanksgiving Remembrance Day Christmas Day Boxing Day
2002	January 1 March 29 May 20 July 1 August 5 September 2 October 13 November 11 December 25 December 26	New Year's Day Good Friday Victoria Day Canada Day B.C. Day Labour Day Thanksgiving Remembrance Day Christmas Day Boxing Day
2003	January 1 April 18 May 19 July 1	New Year's Day Good Friday Victoria Day Canada Day

16.02 All employees will be eligible for statutory holidays provided in 16.01 provided the employee is entitled to wages for at least fifteen (15) days during the thirty (30) days immediately preceding the statutory holiday.

16.03 If the federal government proclaims an additional statutory holiday during the term of this Agreement, Article 16.01 shall automatically be amended to conform.

16.04 Where any of the statutory or designated holidays fall on a Saturday or Sunday, such holidays shall be observed on a day mutually agreeable both to the Company and to the Union.

- 16.05 (a) **All** employees required to work on a statutory or designated holiday shall be paid time and one half for the first eight (8) hours and double time after eight (8) hours plus an alternate day off at eight (8) hours regular straight time pay. The alternate day off shall be taken, at the discretion of the employee, the date to be set, at a mutually agreeable time, prior to the end of the pay period following the statutory holiday.
- (b) Where an employee has worked the statutory or designated holiday without taking an alternate day off, the statutory holiday pay shall be included in the pay period covering the statutory holiday.
- (c) **An** employee required to work Christmas Day shall receive double the regular hourly rate for all hours worked and shall receive an alternate day off as set out in Article 16.06 a) and b).

16.06 Floating Holidays

- (a) Employees may request the three floating holidays at any time during the contract year.
- (b) Floating Holidays will be granted on a first come first served basis and if requested at the same time Company seniority will prevail. Floating Holidays will not be refused provided that no more than 35% of each category is away on approved Time Off.
- (c) Floating Holidays will have preference over Banked Time Off.
- (d) If Floating Holidays are not taken in the calendar year they will be paid out during the second pay period of the next contract year.

ARTICLE 17 - VACATIONS

- 17.01 (a) After one (1) year service and up to five (5) years service, an employee shall receive up to two (2) weeks vacation with eighty (80) hours pay or four percent (4%) whichever is greater.
- (b) After five (5) years service and up to fifteen (15) years service, an employee shall receive three (3) weeks vacation with one hundred and twenty (120) hours pay or six percent (6%), whichever is greater.
- (c) After fifteen (15) years service, an employee shall receive four (4) weeks vacation with one hundred sixty (160) hours pay or eight percent (8%), whichever is greater. (Actual entitlement grandfathered for those who obtained right to four (4) weeks on May 1, 1994).
- (d) Vacation will be granted on a first come first served basis and if requested at the same time Company seniority will prevail. Vacation will not be refused provided that no more than 35% of each category is away at any one time.

Example - 6 employees = 2 employees
9 employees = 3 employees

17.02 The annual vacation entitlement for employees shall be determined by the amount of service with the Company at April 1 of the current year. The service year shall be twelve (12) months commencing April 1 to March 31st of the following year.

17.03 Any employee who has worked less than one (1) year, but who has completed the probationary period, is entitled to one day vacation per month of service, equalling four (4) percent of their gross earnings, not to exceed ten (10) working days per service year.

17.04 Vacation pay shall at the employees' option be:

- (a) given to the employee on the pay day preceding the vacation, but not less than two working days prior to the vacation; or,
- (b) paid out on regular pay days.

17.05 If a paid statutory holiday falls within an employee's vacation, a compensatory day shall be added to the vacation.

- 17.06 An employee entitled to vacation shall not be entitled to take pay in lieu thereof except in the case of an entitlement of more than three (3) weeks vacation. Employees with more than three (3) weeks vacation entitlement may elect to receive pay in lieu of week four and any subsequent weeks entitlement. If overtime is required on the scheduled days off prior to the vacation, this overtime may be added to the vacation taken.

ARTICLE 18 - LEAVES OF ABSENCE

PERSONAL

- 18.01 The Company may grant a leave of absence to employees for personal reasons without pay and without loss of seniority, providing:
- All requests for leave of absence are submitted in writing fourteen (14) days prior to the date such leave is to commence, stating the reason the leave is requested. In the event of a personal emergency, a leave of absence shall be granted provided the immediate Supervisor has been notified.
- 18.02 Notwithstanding Article 18.01 above, the Company shall consider granting, provided operations permit, a leave of absence to employees, without pay, not to exceed six (6) calendar months, every three (3) years
- 18.03 An employee granted a leave of absence under the provisions of this article shall not engage in other employment within the industry during such leave unless authorized in writing by the Company, with notice to the Union.
- 18.04 In the event a leave of absence is granted in excess of the provisions contained in this Article, the Company shall advise the Union and the employees seniority shall be frozen after six (6) months.

MATERNITY / PARENTAL / ADOPTION / CHILD CARE

- 18.05 (a) Employees shall be granted maternity, parental, adoption and/or child care leave without loss of seniority in accordance with the Canada Labour Code.
- (b) The Company shall consider additional leave of absence without pay providing operational requirements permit, such leave will not be unreasonably withheld.

COMPASSIONATE LEAVE

- 18.06 Employees shall be granted five (5) days leave with pay at the employees' regular hourly rate in the event of the death of a spouse (including common-law), children, mother and/or father.

Employees shall be granted three (3) days leave with pay at the employees' regular hourly rate in the event of the death of a sister, brother, mother-in-law, or father-in-law, sister-in-law, brother-in-law, or grandparents.

Additional time, without pay, may be granted if necessitated by distance of travel or for any other valid reason.

JURY DUTY

- 18.07 Employees called for jury duty or subpoenaed as a witness by the Crown, but not in their own defence, shall be paid their regular wages provided any payment received for jury duty or witness services, excluding mileage, is paid to the Company and further provided such employees report for work when not required for jury duty or as a witness for the Crown. The Company reserves the right to require employees to provide a Certificate of Service prior to making any payment under this Article.

ARTICLE 19 - ABSENCE FROM WORK DUE ILLNESS AND INJURY

SICK LEAVE

- 19.01 On July 31st of each year the Company shall credit each employee with three (3) days of sick leave.

- 19.02 Employee Attendance Incentive Program - Employees shall receive a credit of two (2) hours per month for each month that the employee has not received compensation under paragraph 19.01 to a maximum of twenty-four (24) hours per contract year. At the end of each contract year accumulated attendance time banked may be taken as paid time off at a mutually agreeable time.
- 19.03 Sick pay shall not be given to an employee while on vacation except where the employee is under a doctor's extended care and where a doctor's note is supplied, in which case, the employee's full vacation shall be reinstated.
- 19.04 If an employee is kept from work due to sickness, or any other cause, every attempt must be made to notify the immediate supervisor within one hour of shift commencement. A physician's report is required for an illness of over three (3) consecutive days. Where there is a record of excessive absenteeism, the Company may require a physician's report for an illness under three (3) consecutive days.

INJURY

- 19.05 (a) Where an employee is injured while working in the service of the Company, the employee shall report as soon as possible to the First Aid Attendant or to Management. An employee so injured shall suffer no loss of earnings for the balance of the hours on the scheduled shift during which the accident occurred.
- (b) Where a First Aid Attendant is notified of any injury, or sends an injured employee to the hospital or elsewhere for medical attention, the attendant shall immediately notify the Company and provide a written report in accordance with Company policy.

ARTICLE 20 -TRAINING COMMITTEE

- 20.01 The Company agrees to establish a Training committee which shall consist of the Quality Assurance Manager, Director of Maintenance, and two (2) members appointed by the Union. Alternates may replace any of the members when required.

- 20.02 The Committee will evaluate courses, review training requirements and make recommendations to the Company with regard to training. The Committee will also review the applicants who have applied for training and recommend those who will attend the course(s). Applicants shall be chosen as equitably as possible by the Training Committee with final approval by the General Manager. The General Manager agrees to consider these recommendations prior to making his final decision. The Training Committee will make recommendations on any course postponed or canceled.
- 20.03 The General Manager retains the right, for operational reasons, not to accept the recommendations of the Committee. Upon request, the Company will advise an employee, in writing, of the reasons he/she was not accepted for training.
- 20.04 The Company commits to train all employees up to the standards established by the Transport Canada approved maintenance policy manual.
- 20.05 Company approved training courses shall be posted for a period of not less than seven (7) calendar days, applicants must submit a written memo. Where there is less than seven (7) days notice the Committee will be responsible for making recommendations.

ARTICLE 21 - TRAVEL AND FOREIGN WORK

- 21.01 (a) The Company agrees to pay applicable hourly rates to employees travelling at the request of the Company outside working hours. The Company shall have the exclusive right to select the means of travel.
- (b) Should an employee be required to travel on public transport, the Company shall set travel time to be paid as the travel time of such public transport, plus an allowance of sixty (60) minutes before departure and sixty (60) minutes after arrival to allow for travel from home to a place of accommodation or work at an outside location.
- (c) Should an employee be required to travel in his/her own vehicle, the Company shall set the allowable travel time in advance and will pay \$0.30 per kilometre.

- (d) For the purpose of this Article, outside location shall be defined as work performed at a location other than the Vancouver Jet Centre.
- (e) Employees shall not be paid for time expended on travel after regular hours nor on the 6th day or the 7th day or statutory holidays when such travel is incurred for the purpose of attending a course.
- (f) The Company will make all travel arrangements (including hotel accommodation) and will advise the employee of the details.

21.02 Prior to travel out of town employees will be given the Company travel policy and any related documents. At a minimum, employees will be entitled to the following expenses:

- (a) **Per Diem:**
Training - \$50/day (U.S. dollars if in United States).
MRP's - \$65/day (U.S. dollars if in United States).
If travel is outside continental North America the per diem will be a minimum of \$65 U.S. dollars.
- (b) **Telephone** - upon arrival and once every second day.
- (c) **Laundry** - three (3) days or more
- (d) **Hotel Accommodation** - in accordance with Company Policy and Procedures Manual.
- (e) **Ground Transportation** - all ground transportation, including a car, where the employee is away from their home base for more than five (5) days, size of car to be in accordance with Company Policy and Procedures Manual. Car rental is subject to management approval. The Company will allow immediate car rental where travel to and from training is excessive or for reasons of personal convenience.

21.03 Any employee asked to work in the U.S.A. or other country shall be given a letter from the Company stating what the employee shall be doing and the tools that must accompany the employee.

21.04 Employees will be given sufficient time to be off work, with pay, to arrange for any necessary visa's, passports, medical, etc. that may be required.

21.05 Expense accounts will be paid no later than fourteen (14) days after their submission.

ARTICLE 22 - BENEFITS

22.01 The Company agrees to keep in force under its present policies the existing welfare plan covering Group Insurance and the Extended Health Plan. The Company agrees not to make any changes without the prior written consent of the Union. The Company agrees to pay one hundred percent (100%) of the premiums for the B.C. Medical Plan and maintain the current practice of paying 50% of premiums for all other benefits.

22.02 Extended Health Benefits:

Vision Care Rider - Maximum amount claimable during any consecutive twenty-four (24) month period will be \$120.00 for each employee and family member(s).

ARTICLE 23 - CATEGORY/CLASSIFICATION AND RATES OF PAY - GENERAL

- 23.01 (a) The classification, categories and rates of pay during the term of this Agreement shall be as set out in Appendix A and forming part of this Agreement.
- (b) Applicants joining the Company shall be classified at the level commensurate with their experience and qualifications in accordance with the requirements laid down in Appendix A. The Company will give preference to employees with Transport Canada licenses. Applicants joining the Company as Journeyperson shall normally start as Journeyperson 1, but in the event an applicant has exceptional qualifications and experience the Company may start the applicant at a level no higher than Journeyperson 5 and shall notify the Union to this effect. Applicants will be required to serve one (1) year prior to progression in accordance with 23.02 a). Otherwise nothing shall prevent the Company from promoting or advancing employees faster.

PROGRESSION AND REVIEW

- 23.02 (a) Progress to the next classification within each category shall be automatic and shall not be withheld provided the employee has met the requirements for a higher classification and has demonstrated satisfactory performance in the present classification. Reclassification shall become effective on the anniversary date, except in the case of Junior Technicians

and Junior Craftsperson, who shall progress to the next highest classification after six (6) months until reaching Craftsman or Technician Level.

- (b) Satisfactory performance shall be determined by a formal review of every employee, to take place annually on or within fifteen (15) calendar days of the employee's anniversary date. The performance review shall be given by the employee's immediate Supervisor in conjunction with the Manager, Maintenance Division, and it shall then be reviewed with and signed by the employee.
- (c) If the employee does not agree with the review after consultation with the immediate Supervisor and/or the Manager, Maintenance Division, the employee may countersign to this effect. The employee may request a further consultation at which, if the employee so requests, a Union representative may be present.
- (d) If the employee's performance is so unsatisfactory that, in the opinion of the Company, it warrants demotion, a prior consultation will be held between the Company and the Union. It is understood that the opinion of the Company is subject to appeal.
- (e) If it appears that an employee's performance is not satisfactory and that employee may not progress to the next classification the Company will advise the employee of the areas which they need improvement and provide assistance.

NEW CLASSIFICATIONS/CATEGORIES

23.03 If, during the term of this Agreement, a new category is created or significant changes are made in existing classifications, these changes shall be subject to negotiation. The Company shall advise the Union of the new or changed categories and the number of employees affected.

LOSS OF BENEFITS

23.04 It is understood and agreed that an employee who, prior to the date of this Agreement, was receiving wages in excess of that contained in Appendix A, shall not receive a reduction in wages as a result of the adoption of this Agreement provided the employee remains in the same classification. However, the Company, after discussion with the Union, shall take some

measures to ensure that the employee shall receive the current wage rate for his/her classification.

ARTICLE 24 - GENERAL

CHANGE IN STATUS, PROGRESSION AND REVIEW

24.01 All changes in status, of an employee involving a change in position, promotion, demotion, lay-off, progression and review, leave of absence, recall to employment from lay-off, and change in pay or classification, shall be in writing with a copy to the Union. The employee shall be given as much advance notice as possible.

TEST FLIGHT

24.02 Employees required by the Company to go on a Maintenance Release Check Flight(s) shall receive fifty dollars (\$50) in addition to regular pay provided approval is obtained from the Company prior to flight. Supervisors shall maintain control of Maintenance Release Check Flight participants. Life Insurance coverage shall be in accordance with the existing Company Travel Accident Insurance Policy.

BULLETIN BOARD

24.03 The Company shall, during the term of this Agreement, permit Union representatives who are employees of the Company, to post notices concerning Union meetings or other matters of interest to Union members on bulletin boards normally used for such purposes in appropriate locations on the Company's premises. These bulletin boards may only be used for official Union business.

WORK ON CUSTOMERS' AIRCRAFT

24.04 Employees are expressly forbidden to take work assignments directly *from* customers normally serviced by Innotech Aviation Limited during off hours or while on strikes, lock-outs or periods of suspension.

UNIFORMS

- 24.05 Employees are required to wear Company supplied uniforms that shall be laundered at the Company's expense. The Company shall supply eleven (11) shirts and five (5) pants.

SECURITY

- 24.06 The Company can require a prospective employee to have security clearance as a condition of employment.

NO DISCRIMINATION

- 24.07 The Company and the Union, or any of the Officers or Agents acting on their behalf, shall not discriminate in any manner against any employee with respect to terms or conditions of employment on the grounds of his/her race; colour; creed or religious persuasion; national origin; age; sex; sexual orientation; marital or parental status; membership in and/or activities on behalf of the Union; political party, organisations and associations.

PERSONAL AND SEXUAL HARASSMENT

- 24.08 (a) The Company and Union recognise the right of employees to work in an environment free of sexual and personal harassment. Violation of this principle will be dealt with by way of disciplinary sanctions up to and including discharge.
- (b) Any discriminatory behaviour at or related to the workplace which denies an individual his/her dignity and respect or affects his/her job security by creating an intimidating, offensive or embarrassing environment is considered harassment and will not be tolerated.

COPIES OF THE AGREEMENT

- 24.09 One copy of this collective agreement will be furnished to each employee within sixty (60) days of ratification of this Agreement. The size and method of producing the Agreement shall be agreed to by the Company and the Union, and the cost of printing will be borne equally by the Company and the Union.

TOOLS/EQUIPMENT

- 24.10 The Company will maintain theft and fire insurance coverage on all tools and equipment owned by employees that are normally used to perform his/her duties. Policies and procedures with respect to claims will be at the sole discretion of management.

LUNCH ROOM

- 24.11 The Company will provide a clean and sanitary lunch room of adequate size for employees. Tables, chairs and equipment such as kettles, refrigerator and microwave will be provided by the Company.

PAID EDUCATIONAL LEAVE

- 24.12 The Company agrees to pay \$500 per year to the CAW Paid Educational Leave Programme.

LICENSE FEES

- 24.13 The Company will pay for initial and recurrent license, examination and renewal fees.

ARTICLE 25 - TERM OF AGREEMENT

- 25.01 This Agreement shall be in effect for the period from July 29, 2000 to July 28, 2003. It is the right of either party to request collective bargaining within three (3) months of the expiry date of this Agreement.
- 25.02 The Company, the Union and the employees covered by this Agreement agree that there shall be no strikes, slow-downs, stoppages of work or

other interference with production by the employees, or lock-outs by the Company as long as this Agreement is in force and effect; or during any time following the expiration of this Agreement provided the Company and the Union are engaged in negotiations for amendments or additions to this Agreement, or for a new agreement to supersede this Agreement, or any such amendment, addition, renewal, or new agreement under consideration by any impartial umpire, conciliator or council or board of arbitration for which it shall have been referred. Both parties shall make every attempt to reach and sign a new agreement before the expiry date of the Agreement.

- 25.03 Any additions or alterations to this Agreement during its life shall be a matter of negotiation and mutual agreement and shall be in the form of a Memorandum of Understanding to this Agreement and shall form part of it.

ARTICLE 26 - SAVING CLAUSE

- 26.01 Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation shall not invalidate the remaining portions thereof and shall remain in full force and effect.
- 26.02 Where the provisions of this Agreement are at variance with Company policy and/or regulations, the Agreement shall take precedence.
- 26.03 Any change in Federal Regulations and/or the CARS will not cause a loss of pay or premiums for anyone covered by this Agreement for the duration of the Agreement.

ARTICLE 27 - SECTION LEADERS/LEAD HANDS

- 27.01 There shall be a minimum of one permanent Lead Hand or Section Leader in each category with the exception of AME QA Inspectors and Stores.

QUALIFICATIONS

27.02 SECTION LEADERS

- (a) Section Leaders shall be responsible for the supervision of Lead Hands and/or AME's in the applicable category.
- (b) Section Leaders shall have practical aviation experience and a valid AME licence, past experience as a Lead Hand, and the ability to organise crews and subtrades. The Section Leader must be able to deal effectively with customers and employees.
- (c) Reporting to the Production Manager or to the Director of Maintenance (DOM), the Section Leader is responsible for supervising all Lead Hands and their activities, organizing and directing employees in compliance with maintenance requirements for the repair, modification and overhaul of aircraft and aeronautical products. The Section Leader will direct, relieve and/or assist Lead Hands as required.
- (d) The Manager, Maintenance Division reserves the right to modify, overrule, or change any decision(s) or activities of the Section Leader.

27.03 LEAD HANDS

- (a) Lead Hands shall be responsible for the supervision of the servicing, troubleshooting, repair, maintenance, modification and functional testing of aircraft, power plant, mechanical, structural, electrical/avionics and any other related equipment in the applicable category.
- (b) Lead Hands shall have at least six (6) years practical aviation experience and a valid AME license. They must have a thorough knowledge of the Company Quality Assurance Manual and Transport Canada Regulations

27.04 The Company may appoint Temporary Lead Hands where there is not a full time requirement. Employees will have the ability to refuse such appointment. Temporary Lead Hands will be paid the Lead Hand premium for all hours worked and will receive a minimum of one day Lead Hand Premium.

APPENDIX A

TECHNICAL TRADE CATEGORY DESCRIPTIONS

CATEGORY 1 – AME AIRFRAME

GENERAL FUNCTIONS AND KNOWLEDGE

Comprising those employees engaged in the servicing, troubleshooting, repair, maintenance, modification and functional testing of aircraft, power plants, mechanical systems and related systems to a level commensurate with their classification.

Technicians should have a good knowledge of aircraft parts, materials, shop procedures, manuals applicable to Transport Canada /FAA regulations as well as the technical expertise to perform tasks commensurate with their classification. Trade school background and/or a strong mechanical aptitude are required. Licensed Airframe Technicians may be required to certify aircraft using their license or shop approval.

CATEGORY 2 – AME QA INSPECTORS

GENERAL FUNCTIONS AND KNOWLEDGE

Comprising those employees engaged in inspecting airframes, engines and operating equipment of aircraft in all stages of repair to ensure that the repairs are made in compliance with standards and specification designated on drawings and in the appropriate aircraft or engine manuals. Required to certify for flight any aircraft or components for which the individual is authorized. Inspectors would also be responsible for all records, associated production paperwork. Certification and all regulations related to the aircraft being worked on as well as maintain and update logbooks.

Inspectors must have a thorough knowledge of applicable Transport Canada and F.A.A. regulations, shop practices, aircraft and/or engine operations and performance, as well as being a holder of an aircraft type license together with one type endorsement on an aircraft or avionics equipment or engine covered by the Company's shop approval. Employees in this category will hold a valid Transport Canada license.

CATEGORY 3 – AME ENGINE SHOP

GENERAL FUNCTIONS AND KNOWLEDGE

This category comprises those employees engaged in the servicing, troubleshooting, repair, maintenance, modification and functional testing of engines and related equipment to a level commensurate with their classification.

Engine Technicians should have a good working knowledge of engine parts, material, shop procedures, manuals, applicable Transport Canada regulations as well as the expertise to perform tasks commensurate with the classification.

CATEGORY 4 – AVIONICS SHOP

GENERAL FUNCTIONS AND KNOWLEDGE

This category comprises those employees engaged in the servicing, troubleshooting and repair of all types of audio, radio, radar and other types of navigation, auto-pilot and flight control system equipment.

Avionics Technicians – Shop, must have a thorough knowledge of AC/DC electrical and solid state theory, aircraft audio, communication and navigation equipment preferably including pulse techniques and/or auto-pilot and/or flight control systems as well as avionics materials, applicable Transport Canada regulations and the expertise to perform the required tasks commensurate with the classifications. These technicians shall be trained to ensure they have sufficient knowledge of aircraft systems to enable them to perform to a level commensurate with their classification.

CATEGORY 5 – AME AVIONICS AIRCRAFT & INSTALLATION

GENERAL FUNCTIONS AND KNOWLEDGE

This category comprises those employees engaged in the servicing, troubleshooting, maintenance, repair, modification, installation and functional testing of aircraft, electrical, instrument, audio, communication, navigation and flight control systems to component/black box level.

Avionics Technicians – Aircraft and Installation. Should have a thorough knowledge of AC/DC electrical theory, analogue and digital control systems and/or a thorough knowledge of the theory, operation and testing of all instrument components and wiring systems. Commensurate with the classification, they must have the ability to interpret, apply and, if necessary, prepare avionics installation diagrams and routing charts as well as fabricate, install and test interconnecting cables between major units, remote controls and indicating devices. Technicians must also be familiar with standard avionics installation practices, materials, manuals and Transport Canada and FAA regulations pertaining to avionics systems and installations.

CATEGORY 6 – AME STRUCTURES

GENERAL FUNCTIONS AND KNOWLEDGE

This category comprises those employees engaged in the servicing, troubleshooting, repair, maintenance, modification and functional testing of aircraft structures and related equipment to a level commensurate with their classification.

Technicians should have a good knowledge of aircraft parts, materials, shop procedures and manuals applicable to Transport Canada Regulations as well as a technical expertise to perform tasks commensurate with the classification. A Trade School background and/or a strong structures aptitude are required. Licensed Structures Technician may be required to certify repairs using their license or shop approval.

TECHNICAL TRADE CATEGORY CLASSIFICATIONS

JOURNEYPERSON

To be classified as a Journeyperson, an employee or applicant must have a minimum of seven (7) years practical aviation experience, trade school or approved engine manufacturers' course on an engine covered by the Company's shop approval .

The trade school requirement may be waived at the Company's discretion in the following cases:

1. Where the employee has served a satisfactory apprenticeship with the Company.
2. In exceptional circumstances, where an applicant can demonstrate by length of relevant experience with an employer or employers acceptable to the Company and the satisfactory completion of a Company Trade Test that the employee has the equivalent technical skills appropriate to the category.

Employees in this classification shall be able to perform all of the tasks in a manner consistent with Company standards with little supervision and should also have the initiative and ability to supervise others.

TECHNICIAN 4

To be classified as a Technician 4, an employee or applicant must have at least six (6) years practical aviation experience, preferable a trade school background and/or approved engine manufacturers courses for a type covered by the Company's shop approval.

Employees in this classification should be able to perform all of the required tasks with only general supervision provided.

TECHNICIAN 3

To be classified as a Technician 3, an employee or applicant must have at least five (5) years practical aviation experience and preferably a trade school background,

Employees in this classification shall **be** able to perform all the required tasks with normal supervision.

TECHNICIAN 2

To be classified as a Technician 2, an employee or applicant must have at least four (4) years practical aviation experience and preferably a trade school background.

Employees in this classification shall be able to perform moderately complex tasks with normal supervision.

TECHNICIAN 1

To be classified as a Technician 1, an employee or applicant must have at least three (3) years practical aviation experience and preferably a trade school background.

Employees in this classification shall be able to perform moderately complex tasks with normal supervision.

JUNIOR TECHNICIAN 3

To be classified as a Junior Technician 3, an employee or applicant must have at least two and one half (2.5) years of practical aviation experience of which a recognized trade school background shall count for eighteen (18) months.

Employees in this classification shall be able to perform routine tasks with normal supervision.

JUNIOR TECHNICIAN 2

To be classified as a Junior Technician 2, an employee or applicant must have at least two (2) years of practical aviation experience of which a recognized trade school background shall count for eighteen (18) months.

Employees in this classification shall be able to perform routine tasks with close supervision.

JUNIOR TECHNICIAN 1

To be classified as a Junior Technician 1, an employee or applicant must have at least one and one half (1.5) years of practical aviation experience of which a recognized trade school background shall count for eighteen (18) months.

Employees in this classification shall be able to perform routine tasks with close supervision.

BASIC WAGE SCALE

TECHNICAL TRADE GROUPS CLASSIFICATION

<u>CLASSIFICATION</u>	<u>WAGE SCALE \$/HOUR</u>		
	<u>07/2000</u>	<u>07/2001</u>	<u>07/2002</u>
Journey person -			
6	25.55	26.06	26.58
5	25.30	25.81	26.33
4	24.67	25.17	25.67
3	23.62	24.10	24.58
2	22.60	23.06	23.52
1	21.52	21.95	22.39
Technician -			
4	20.50	20.91	21.33
3	19.30	19.68	20.08
2	18.24	18.60	18.97
1	17.44	17.79	18.19
Junior Technician			
3	16.54	16.88	17.21
2	15.52	15.83	16.15
1	14.47	14.76	15.06

HOURLY PREMIUMS *

Section Leader	\$3.00
Lead	\$2.00
Inspector	\$2.50
inspector stamp	\$0.65 **
Shop Inspector	\$0.60
M License	\$0.75
E License	\$0.50
S License	\$0.50
Endorsement A/C	\$0.15 (maximum 4)
System Endorsements "E"	\$0.05 (maximum 4)
Second Shift (Afternoon)	\$0.45
Third Shift (Midnight)	\$0.55
First Aid Attendant	\$0.25

Merit Pay

After 5 years service	\$0.05
After 10 years service	\$0.10
After 15 years service	\$0.15
After 20 years service	\$0.20

- In addition to the employees' basic rate, the above flat rate hourly premiums shall be paid at regular rate on all hours worked.

License premiums shall be paid only for licenses required in the category. The Company agrees to grandfather payment of both licenses to all employees currently receiving such premiums. Employees who hold any licenses that are not required in their category and are required to utilize that license will be paid a premium of \$100 for each use of the license.

- ** The parties agree that the "Inspector stamp" premiums are applicable only to Daoud Hinkle, James Snowden and Tod Lansing.

CRAFT TRADE CATEGORY DESCRIPTIONS

CATEGORY 7 – AIRCRAFT UPHOLSTERER

GENERAL FUNCTIONS AND KNOWLEDGE

Comprising those employees required to fabricate and install upholstery and other materials, to install fittings and accessories and to insulate, furnish and decorate aircraft interiors. More specifically, upholsterers would be able to cut, fit and secure carpeting, cut and sew upholstery cushions and as well install accessories such as belts, storage harnesses and **be** able to lay out and cut patterns. Should have trade school background or a lengthy apprenticeship in order that a good understanding exists of upholstery basics as well as material and equipment, i.e. sewing machines, etc.

CATEGORY 8 – CABINET MAKERS

GENERAL FUNCTIONS AND KNOWLEDGE

Comprising those employees required to construct, finish, repair wood articles used in aircraft interiors following aircraft industry specifications and drawing and using wood working machines and hand tools. More specifically, they would study specification and map out outlines to be used and match wood grains so as to provide a uniform look throughout the interior. As well, must be able to recognize the different types of wood, stains, sealers and varnishes as well **as** preparation for application. Would be knowledgeable in the set up of various wood working machines such as power saws, drills, routers, etc. and the use of hand tools, as well as preparing the wood for finishing by sanding, staining, varnishing and polishing. Shall have a trade school background or lengthy apprenticeship in furniture making.

CRAFT TRADES PERSONNEL CLASSIFICATION

JOURNEYPERSON

To be classified as a Journeyperson, an employee or applicant must have a minimum of seven (7) years experience, preferably a trade school background and pass a

Company trade test appropriate to the category.

Employees in this classification shall be able to perform all of the tasks in a superior manner with little supervision and should also have the initiative and ability to supervise others.

This category *is for* master craftsman.

CRAFTSPERSON 4

To be classified as a Craftsman 4, an employee must have at least six (6) years craft experience, and preferably a trade school background.

Employees in this classification should be able to perform all of the required tasks with only general supervision.

CRAFTSPERSON 3

To be classified as a Craftsman 3, an employee or applicant must have at least five (5) years craft experience, and preferably a trade school background.

Employees in this classification should be able to perform all of the required tasks with only general supervision.

CRAFTSPERSON 2

To be classified as a Craftsman 2, an employee or applicant must have at least four (4) years craft experience, and preferably a trade school background.

Employees in this classification should be able to perform moderately complex tasks with normal supervision.

CRAFTSPERSON 1

To be classified as a Craftsman 1, an employee or applicant must have at least three (3) years craft experience, and preferably a trade school background.

Employees in this classification should be able to perform moderately complex tasks with normal supervision.

JUNIOR CRAFTSPERSON 3

To be classified as a Junior Craftsman 3, an employee or applicant must have at least two and a half (2.5) years craft experience.

JUNIOR CRAFTSPERSON 2

To be classified as a Junior Craftsman 2, an employee or applicant must have at least two (2) years craft experience and preferably a trade school background.

Employees in this classification shall have limited experience and abilities, and therefore shall require close supervision.

JUNIOR CRAFTSPERSON 1

To be classified as a Junior Craftsperson 1, an employee or applicant must have at least one and one half (1.5) years craft experience and preferably a trade school background.

Employees in this classification shall have limited experience and abilities, and therefore shall require close supervision.

LEARNER

Usually employees with little training or experience shall start at this level. The apprenticeship can last from six (6) months to two (2) years. Satisfactory completion of a recognized trade school shall normally count for eighteen (18) months. Progression to a Junior Craftsperson 1 can be achieved after six (6) months practical experience as a Learner.

Employees in this classification shall have little or no practical experience, and shall therefore require continuous and close supervision.

BASIC WAGE SCALE

CRAFT TRADE GROUPS CLASSIFICATION

<u>CLASSIFICATION</u>	<u>WAGE SCALE \$/HOUR</u>		
	<u>07/29/00</u>	<u>07/29/01</u>	<u>07/29/02</u>
Journey person –			
5	24.07	24.55	25.04
4	23.45	23.92	24.40
3	22.41	22.86	23.31
2	21.39	21.82	22.25
1	20.32	20.73	21.14
Craftsperson -			
4	19.27	19.66	20.05
3	18.24	18.60	18.97
2	17.44	17.79	18.15
1	16.53	16.86	17.20
Junior Craftsperson -			
3	15.21	15.82	16.14
2	14.41	14.70	14.99
1	13.36	13.63	13.90
Learner -			
3	11.91	12.15	12.39
2	10.57	10.78	10.99
1	9.56	9.75	9.94
<u>HOURLY PREMIUMS *</u>			
Section Leader	\$3.00		
Lead Hand	\$2.00		
Second Shift (Afternoon)	\$0.45		
Third Shift (Midnight)	\$0.55		
First Aid Attendant	\$0.25		
<u>Merit Pay</u>			
After 5 years service	\$0.05		
After 10 years service	\$0.10		
After 15 years service	\$0.15		
After 20 years service	\$0.20		

- * In addition to the employees' basic rate, the above flat rate hourly premiums shall be paid at regular rate on all hours worked.

ANCILLARY TRADE CATEGORY DESCRIPTIONS

CATEGORY 9 - STORESPERSON

GENERAL FUNCTIONS AND KNOWLEDGE

This category comprises those employees responsible for the efficient operation of a stores area including stores, shipping and receiving.

Storeperson must be familiar with stock location, inventory systems and be capable of processing essential paperwork for parts being put into or taken out of stock. They shall also be familiar with shipping and receiving procedures. Storeperson must have a thorough knowledge of aircraft parts and be familiar with part books and reference manuals. Knowledge of purchasing methods and systems would also be an asset.

CATEGORY 10 - DRIVER

GENERAL FUNCTIONS AND KNOWLEDGE

This category comprises employees engaged in operating Company vehicles to deliver or pick up aircraft parts, mail, etc. Drivers shall be mechanically inclined and shall be responsible for ensuring that vehicles are kept clean and in good mechanical order.

CATEGORY 11 - AIRCRAFT GROOMER

GENERAL FUNCTIONS AND KNOWLEDGE

This category comprises employees responsible for the maintenance of aircraft interiors and exteriors to a maximum standard of cleanliness. Aircraft Groomers must be knowledgeable in the use of industrial cleaners and use the necessary precautions to prevent flooding or contaminating an aircraft's pressure or static system.

ANCILLARY PERSONNEL CLASSIFICATIONS

LEVEL III

Employees in this classification shall have above average experience and ability in the field, shall require little supervision. and shall generally have the ability to supervise others.

LEVEL II

Employees in this classification shall have experience and ability in the field and shall require only general supervision. This is a maximum level for an Aircraft Groomer.

If a Driver performs work of a Storesperson they will be allowed to move through Level III.

LEVEL I

Employees in this classification shall have limited experience and ability in the field and shall require close supervision.

BASIC WAGE SCALE

ANCILLARY TRADE GROUPS CLASSIFICATION

CLASSIFICATION	WAGE SCALE \$/HOUR			
	<u>07/29/00</u>	<u>07/29/01</u>	<u>07/29/02</u>	
LEVEL III	A	18.47	18.84	9.22
	B	17.93	18.29	8.66
	C	17.50	17.85	8.21
	D	16.95	17.29	7.64
LEVEL I	A	16.37	16.70	7.03
	B	15.46	15.77	6.09
	C	14.51	14.80	5.10
	D	13.58	13.85	4.12
LEVEL I	A	2.62	12.87	13.13
	B	1.68	11.92	12.15
	C	0.73	10.95	11.16
	D	9.79	9.99	10.19

BASIC WAGE SCALE:

At a minimum employees will move up the step on scale within each level as follows:

Level I	every 6 months
Level II	every 12 months
Level III	every 12 months

Movement from Level to Level will be based on the skills outlined in Ancillary Trade Group - Classifications.

HOURLY PREMIUMS *

SECOND SHIFT (AFTERNOON)	\$0.45
THIRD SHIFT (MIDNIGHT)	\$0.55
FIRST AID ATTENDANT	\$0.25

Merit Pay

After 5 years service	\$0.05
After 10 years service	\$0.10
After 15 years service	\$0.15
After 20 years service	\$0.20

- * In addition to the employees' basic rate, the above flat rate hourly premiums shall be paid at regular rate on all hours worked.

MEMORANDUM OF UNDERSTANDING #1 - AVIONICS INSTALLATION DESIGN ENGINEER

It is agreed that the position of Avionics Installation Design Engineer, currently filled by Robert Chow, is excluded from the bargaining unit as described in Article 2.01.

It is further agreed that the nature of the position is such that work on customer aircraft is essential and shall be permitted in accordance with Article 2.03.

MEMORANDUM OF UNDERSTANDING #2 - UNION OFFICE

The Company shall provide the Union with modestly furnished secure office space, *i.e.* desk, chair and filing cabinet, from which to conduct Union business, rent free for the term of this Agreement.

If the Union requires a telephone, it shall be the Union's responsibility to enter into a direct agreement with Telus and to assume all costs arising therefrom.

MEMORANDUM OF UNDERSTANDING #3 - REHABILITATION PROGRAM

Within one (1) year of ratification of the Agreement the parties agree to enter into discussions to establish a rehabilitation program for injured and disabled employees. The Program may allow for the re-employment of workers covered by this agreement who have been absent as a result of a disability or workplace accident. The agreement may address any modification of duties and/or hours of work which may be required to assist an employee's return to work.

MEMORANDUM OF UNDERSTANDING #4 – 4 AND 3 SHIFT

During bargaining the Company expressed a desire to create a weekend shift. In order to address this issue the Company and the Union agree:

1. No employee will be forced to work the weekend shift.
2. The 4 and 3 shift will consist of 40 hours scheduled to work Friday, Saturday, Sunday, and Monday, 10 hours per day, with Tuesday, Wednesday, Thursday as scheduled days off. The starting time is recognized to be between 0700 hours and 0900 hours.
3. The 4 and 3 shift will include a thirty (30) minute lunch period and three (3) fifteen (15) minute paid breaks.
4. Shifts will be non rotational.
5. Employees hired to work and 4 and 3 shift will be allowed to bid for vacancies on the standard 5 & 2 shift.
6. Overtime will be in accordance with Article 15, with the exception of Article 15.16 and 15.17 where the following will apply:

An employee required to work overtime on their scheduled days off shall be paid as follows:

- a) first two days off worked will be paid at the rate of time and one half for the first ten (10) hours, including a thirty (30) minute paid lunch break and three fifteen (15) minute rest breaks and double time for the remainder of the shift.
 - b) The third day off worked shall be paid at the rate of double time for all hours worked, including a thirty (30) minute paid meal break and three fifteen (15) minute rest breaks at applicable rates.
7. Article 16.05 (a) of the collective agreement will not apply to employees working the 4 and 3 shift and will be replaced with the following provision.

All employees required to work on a statutory or designated holiday shall be paid time and one half for the first ten (10) hours and double time after ten (10) hours plus an alternate day of at ten (10) hours at straight time pay. The alternate day off shall be taken at a mutually agreeable time, prior to the end of the pay period following the statutory holiday.

8. Article 18.06 of the collective agreement will not apply to employees working the 4 and 3 shift and will be replaced with the following provision:

Employees shall be granted four **(4)** days leave with pay at the employees' regular hourly rate in the event of the death of a spouse (including common-law), children, mother and/or father.

Additional time, without pay may be granted if necessitated by distance of travel or for any other valid reason.

9. Article 21.01 (e) of the collective agreement will not apply to employees working the 4 and 3 shift and will be replaced with the following provision:

Employees working on 4 and 3 shift shall not be paid for time expended on travel after regular hours nor on Tuesday, Wednesday or Thursday or on statutory holidays when such travel is incurred for the purpose of attending a course.

10. When an employee working 4 and 3 shift is scheduled for training through their regular days off, alternate days off will be provided. If the Company requests that the employee work on the alternate days off, the employee will be paid overtime in accordance with item number 6 of MOU # 4.
11. The Company and Union agree that this is a new concept and may require review from time to time. The parties agree to work together to resolve issues that may arise.

MEMORANDUM OF UNDERSTANDING #5 - PART TIME EMPLOYEES

- 5.01 The Company agrees to staff its operations with full time employees whenever a reasonable degree of employee utilization can be achieved. It is recognized however, that employment of part time employees may be desirable due to varying work loads. It is not the intent to replace full time employees with part time employees. Shift schedules will be built with full time employees and part time employees will be utilized to cover ad hoc requirements.
- 5.02 The provisions of the Collective Agreement shall apply to part time employees unless modified herein Memorandum of Understanding #5.
- 5.03 Part Time employees will be laid off prior to full time employees in the same category. Part Time employees will not be used in a category where full time employees are laid off.
- 5.04 Work opportunities shall be offered to Part Time employees on a seniority basis by category.
- 5.05 Part Time employees may request in writing to local management, with a copy to the Union, full time employment, provided there is a vacancy, in their category or another category they are qualified for and shall have preference over new hires.
- 5.06 Should a part time employee status change to full time their accumulated hours of work shall be converted to months of Company Service (173 hours = 1 month Company Service).
- 5.07 The Company shall keep a separate seniority list for part time employees. Seniority shall be based on the date of employment.
- 5.08 Meal and rest periods based on a proration of those accorded to full time employees will be granted to part time employees based on the hours worked in a day.
- 5.09 Probation for a part time employee will be based on hours worked. Upon completion of 1,040 hours they will have completed their probationary period. If a part time employee becomes full time prior to completion of 1,040 hours all time worked will be applied to their probationary period.
- 5.10 All part time employees are required to pay Union dues and such will be deducted in accordance with the Collective Agreement.

- 5.11 Part time employees will be paid the applicable overtime rates in accordance with Article 15.10 to 15.15 for all hours worked in excess of 8 hours per day or 40 hours per week.
- 5.12 The Company will ensure that sufficient clean Uniforms in good repair are available for part time employees. These Uniforms will be left on the premises.
- 5.13 If the Company utilizes part time employee(s) in a category in excess of 65 working days in any 180 calendar day period the Company will create an equal number of full time vacancies. Vacancies will be posted in accordance with Article 13.
- 5.14 The following will not apply:
- Article 6 - Probation
 - Article 7.06 (b)
 - Article 11 - Seniority
 - Article 12 - Lay off and recall
 - Article 15.03. 15.06 first paragraph
 - Article 17 - Vacation - pay by Labour Code
 - Article 18 - Leave of Absence
 - Article 19 - Absence from Work
 - Article 20 - Training Committee
 - Article 22 - Benefits
 - Article 24.02 - Test Flights
 - MOU #6 Contract Eng.

MEMORANDUM OF UNDERSTANDING#6 - CONTRACT MANAGEMENT ENGINEERS

1. The Contract Management Engineers shall be bound by the entire Collective Agreement, except for the following articles:

Appendix A

12.01

15.00

16.00

23.01

23.02

24.02

Para. 1 & 2

(Life insurance policy still applies)

2. The salary is to be negotiated between the employee and the Manager, Maintenance Division, or his appointee. The salary is to be reviewed annually at the employees annual review or when the conditions of the contract are changed by mutual consent. The minimum annual percentage increase shall be equal to the percentage increase for a Journeyperson in that contract year as set out in Appendix A of the I.A.L./C.A.W. contract.
3. Upon termination of contract, the employee shall be brought back to the shop floor, the wages shall be based on that determined to be equitable with experience and as set out in the Collective Agreement with consultation with the Union.
4. Lay-off separate category to read "Contract Management Engineers". Each Contract Management Engineer shall be held out of seniority in the event of a lay-off in the service department. In the event of the Contract Management Engineers contract terminating or being cancelled by the customer during a lay-off, the engineer will be placed into the seniority list as per Article 11.04.
5. The initial hiring for this position will be based on the following procedures:
 - Vacancy to be posted for no less than seven (7) calendar days.
 - If there are no successful candidates, the Company will then advertise the position outside the Company and will select from candidates who may have applied.

- Applicants that fulfil the requirements and who are chosen by the Manager, Maintenance Division will then be presented to the customer for a final approval.
6. All employees classified as "Contract Management Engineers" shall belong to C.A.W. membership and pay dues accordingly as per Article 4 of the Collective Agreement, but are limited to the terms and conditions set out in Item 1.
 7. The "Contract Management Engineers" shall be limited to performing line type maintenance on the aircraft only, as set out in the engineers' contract. During the course of heavy inspection or work, the contract engineer shall not act as lead hand on the aircraft during the course of the said work. Innotech Aviation will supply the work force, including the lead hand.
 8. If the contract engineer leaves the contract of his own accord, after this 90 day trial period, he will not be guaranteed a position with the Company.
 9. A written contract with salaries and duties to be carried out for each person, will be drawn up, agreed to and signed before the commencement of any contract. The union will be consulted during these negotiations to ensure that the contract falls within the I.A.L./C.A.W. contract and this memorandum of understanding. A copy of the signed contract will be forwarded to the Union.
 10. If the Contract Management Engineer is requested to assist with any of Innotech's regular work assignments, he shall be considered, for the purpose of pay, as a part-time employee.

MEMORANDUM OF UNDERSTANDING #7 - TRAINING – POSTPONED OR CANCELLED COURSE

The Company and Union discussed the issue of cancelled or postponed courses and the parties agreed to refer the matter back to the training Committee with the following direction:

1. the Committee will not repost the course and the employee chosen will only be replaced if they withdraw their name.
2. the incumbent may apply for other courses and if chosen, their name will be taken off the original (postponed/cancelled) course.

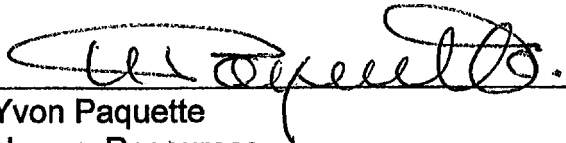
LETTER OF UNDERSTANDING# 8 – SICK LEAVE

Employee attendance Incentive Program

The Company agrees to pay all or any unused portion of the allotted twenty-four hours at the end of this contract year at a time and a half basis.

The foregoing is provided without prejudice and on a one time basis only for the purpose of this contract. Consequently, a revision of the incentive program to reflect the Company's practice will be part of the next contract.

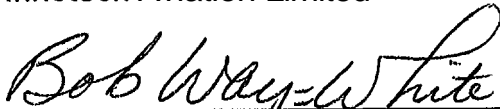
FOR THE COMPANY



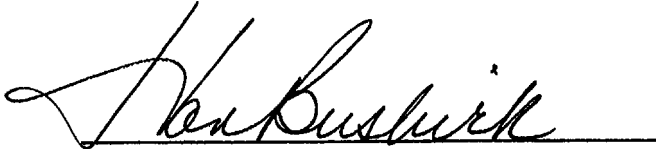
Yvon Paquette
Human Resources
Innotech Aviation Limited



Chris Heredia
General Manager
Innotech Aviation Limited

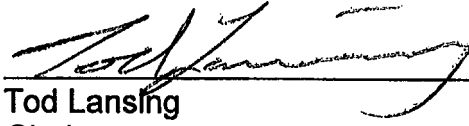


Bob Way-White
Innotech Aviation Limited



Donna Van Buskirk
IMP Human Resources

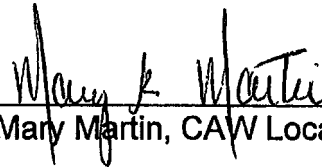
FOR THE UNION



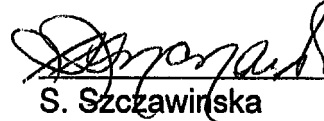
Tod Lansing
Chairperson



Colin Halldorson



Mary Martin, CAW Local 1990



S. Szczawinska
National Representative

MEMORANDUM OF SETTLEMENT

1. The Company and Union will share the cost of the facility rental fees during bargaining.
2. The Union agrees to pay the wages for the Union Bargaining Committee in accordance with Article 5.02
3. The Company and Union agree to share the cost of printing new collective agreements.
4. **Employee** Attendance Time Bank will be paid on a separate cheque where the amount is in excess of \$200.
5. Wages and premiums will be retroactive to July 29, 2000. The Company agrees to advise the Union, at least seven (7) days prior of the pay date on which this will be paid.
6. The Bargaining Committee will recommend acceptance of this Agreement,

For the Company

[Signature]
R. J. Way-White
[Signature]
Mark Bushnik

For the Union

[Signature]
Mary E. Walters
[Signature]
[Signature]