

COLLECTIVE AGREEMENT NO. 3

BETWEEN

JAZZ AVIATION LP

AND

CANADIAN AIRLINE
DISPATCHERS' ASSOCIATION
(CALDA)

EXPIRY JUNE 30, 2018

Table of Contents

MEMORANDUM OF SETTLEMENT (“MOS”).....	1
PREAMBLE	1
Article 1 - RECOGNITION	2
Article 2 - DEFINITIONS	3
Article 3 - RATES OF PAY	6
Article 4 - HOURS OF WORK.....	10
Article 5 - VACATION	12
Article 6 - STATUTORY HOLIDAYS	14
Article 7 - OVERTIME	15
Article 8 - SENIORITY	16
Article 9 - PERIOD OF PROBATION	17
Article 10 - FILLING OF ASSIGNMENTS	18
Article 11 - LEAVE OF ABSENCE	19
Article 12 - REDUCTION OF SYSTEM STAFF.....	20
Article 13 - OPERATIONAL IRREGULARITIES	22
Article 14 - GRIEVANCE PROCEDURES	23
Article 15 - GRIEVANCE PROCEDURES – DISCIPLINE / DISCHARGE	25
Article 16 - ARBITRATION.....	27
Article 17 - EMPLOYEE BENEFITS AND PENSION.....	28
Article 18 - TRAVELLING EXPENSES	30
Article 19 - GENERAL.....	31
Article 20 - DATA RECORDINGS	36
Article 21 - OBSERVERS AND MONITORING	38
Article 22 - HEALTH AND SAFETY	39
Article 23 - TRAINING AND RETRAINING	40
Article 24 - TRAINING BANK.....	43
Article 25 - LEGAL	44
Article 26 - RENEWAL AND TERMINATION of AGREEMENT	45
Letter of Understanding #1.....	47

FOR MODIFICATION of COLLECTIVE AGREEMENT # 3 BETWEEN

JAZZ AVIATION LP (“the Company”)

And

CALDA Dispatchers
in the service of Jazz Aviation LP
as represented by

CANADIAN AIRLINE DISPATCHERS ASSOCIATION (“CALDA”)

MEMORANDUM OF SETTLEMENT (“MOS”)

WHEREAS the parties have agreed to terms to amend Collective Agreement #3 which shall continue as modified until June 30, 2018;

ANDWHEREAS the parties wish to provide for stability in their relationship for the next 10.5 years, until December 31, 2025;

ANDWHEREAS: the Company’s ability to operate under multiple Air operating Certificates (“AOC”) to reflect an amended business and operational model consistent with the Capacity Purchase Agreements (“CPA’s”) in place with Air Canada and the Company is a benefit to both parties;

ANDWHEREAS: The parties shall meet as soon as possible to produce and finalize the language to amend the Collective Agreement No 3;

NOW THEREFORE, the parties hereby agree:

1. In the event CALDA’s members ratifies the MOS dated May 24, 2015, Collective Agreement No 3 shall continue as modified below for the term of the Collective Agreement.
2. Upon Ratification, this MOS constitutes an agreement under s. 79 of the *Canada Labour Code* respecting the renewal, revision and/or entering into a collective agreement for each of the periods stipulated herein.
3. For the purpose of this MOS, the term Collective Agreement shall include all Collective Agreements contemplated in the MOS.
4. This document will form the basis of a settlement to facilitate the Company’s ability to operate under multiple Air Operating Certificates (“AOC”) to reflect an amended business and operational model consistent with the Capacity Purchase Agreements (“CPA’s”) in place between Air Canada and the Company.

5. The provisions of the current Collective Agreement expiring June 30, 2018 herein referred to as Collective Agreement #3 shall continue in full force and affect until a new collective agreement is implemented as described in this document unless otherwise provided for and necessary to implement the terms of the MOS.

SECTION 1: Scope

1. The Company recognizes Canadian Airline Dispatchers Association (CALDA) as the bargaining agent for Jazz Aviation LP "Jazz" and its Chorus affiliate Jive Aviation LP "Jive" (Jive as referring to the Classic Operation covered by the appropriate CPA with Air Canada). The current collective agreement #3 terms and conditions will remain in force except for those noted amendments and additions contained in this document.
2. The Company may establish a separate operating certificate for Jive. In such case, all aircraft in all operating certificates shall be dispatched only by Jazz Dispatchers covered under this Collective Agreement utilizing Dispatchers on the Jazz Dispatch Seniority List.

SECTION 2: Green Circled / Current Dispatchers

1. All Dispatchers hired prior to ratification of this MOS, shall be Green Circled for all purposes of the current collective agreement unless otherwise provided for in this document.
 - (a) Pay (See Attached Green Circled Pay Table)
 - (b) 2% increase July 1st 2015 and 2% annual increase each July 1st thereafter
 - (c) Pay progression using current scales
 - (d) Benefits / Pension
- Definition of "green Circling" shall be added to Collective Agreement #3 definition section.

SECTION 3: The following will apply to Dispatchers hired post ratification

1. Pay Structure for Dispatcher hired post ratification of this MOS.
 - (a) Pay Scales as per attached, with a progression trigger at step five (ratio as agreed between the parties and reviewed annually in accordance with SECTION 6 below).
 - (b) 2% increase July 1, 2015 and 2% annual increase each July 1st thereafter
2. See Attached Pay Table which will extend rates up to and including 2025.

SECTION 4: Mapping of current Assistant Dispatchers to Dispatch pay scales

1. Current Assistant Dispatchers in training will be placed to step one on the Assistant Dispatcher scale as of June 1, 2015. They will remain at this pay rate until certified as a Flight Dispatcher. If certified as a Flight Dispatcher prior to July 1, 2015 the will move to step one of the current Flight Dispatcher Scale.

2. Jazz agrees that upon obtaining their Dispatch Certification, the current new hire Assistant Dispatchers will be placed on the Jazz Dispatch pay scale at step 6.

SECTION 5: Mapping from current scales to new Blended scales for current Dispatchers

1. The parties agree to the mapping of current Dispatchers to the Blended scale rates as per the attached Appendix 3.

SECTION 6: Mechanics of Jazz/Jive Blended pay scales

1. Blended pay scale wage rates will be paid to New Hire Dispatchers who will progress through the pay scale as per normal step on scale increases through to completion of step 5. Access to further steps on the Blended pay scale will be determined by the progression trigger ratio of the Jive to total Jive and Jazz workforce, as determined by an agreed upon ratio between the parties.
2. All reference to Jazz or Jive pay scale is in reference to the Blended pay scale that will apply to pre and post ratification Dispatchers subject to the following.
3. In the application of number one above it is understood that new business of non-DH-8 Classics /Turboprop fleet of 50 seats or below which falls under the CALDA scope clause will positively affect the progression ratio. The progression trigger baseline ratio of 60% Jazz and 40% Jive fleet count will not change beyond these rates to the negative for Jazz (see Section 3 No 2).
4. Basis for the progression trigger ratio is the projected fleet plan currently in place for 2020 as the base year.
5. Progression trigger will not apply to certification or desk check premiums.
6. Chief Dispatcher Training, Chief Dispatcher Standards, Chief Dispatcher Technical, Chief Dispatcher Operations and Manager, Flight Dispatch will not be included in the ratio calculation.
7. Dispatchers subject to the Jive/New Hire pay rates who have not reached the progression trigger at step 5, once entitled to hold a Jazz pay position in accordance with 1 above will be moved up the pay scale in accordance with their total accrued time as a Dispatcher.

Eg. 2015 – Training and Level 1 rate (at Level 1 for 12 months)
2016 – Level 2 for 12 months
2017 – Level 3 for 12 months
2018 – Level 4 for 12 months
2019 – Level 5 for 12 months (holding)
2020 – Level 5 holding
2021 – Level 5 holding
2022 – Level 5 holding (progression ratio met July 1 2022 –
progression resumes)
2023 – Level 9

SECTION 7: Collective Agreement amendments (including new hires)

1. Certification premium and desk check premium shall increase by 2% effective July 1st, 2015 and each succeeding year thereafter.
2. Per diems noted in the collective agreement will increase by 2% effective July 1, 2015 and each succeeding year thereafter.
3. Dispatchers performing On-the Job training and Competency checks will receive a premium that will be increased as follows:

Date	Amount
July 1, 2018	\$80.00
July 1, 2021	\$85.00

SECTION 8: Other General

1. Retiree individual plan benefits, the Company will supply the association options for coverage post retirement.

SECTION 9: CALDA PERFORMANCE INCENTIVE PLAN (“CPIP”)

1. The parties agree to meet prior to July 1, 2015 to establish parameters for Dispatchers to participate in a Performance Incentive Plan model similar in nature and intent to the ALPA Performance Incentive Plan.
2. The parties agree and understand that the CPIP will be based upon adjusted operating income targets, and will be modeled with the view of Dispatchers receiving benefit from this program based on Company growth.

SECTION 10: Demographic Shift Plan

1. Job Share Plan (JSP)
 - a) Details as per attached Appendix 1.
2. Voluntary Severance Package (VSP)
 - (a) Details as per attached Appendix 2

SECTION 11: Signing Bonus

1. Signing Bonus
 - (a) The company shall, by July 25, 2015, pay a maximum lump sum signing bonus of two hundred forty eight thousand cad dollars (\$248,000). The lump sum signing bonus shall be paid to eligible Dispatchers as a onetime payment of four thousand CAD dollars (\$4,000.00), less statutory deductions. CALDA will provide Jazz a list of eligible CALDA members.

SECTION 12: Duration

1. Collective Agreement: Terms:
 - a) CA#4 July 01, 2018 – June 30, 2021
 - b) CA#5 July 01, 2021 – December 31, 2025
2. All provisions of the Canada Labour Code shall apply however there shall be no Strike or Lockout until December 31st, 2025.
3. Either party may serve notice to bargain within 120 days prior to the expiry by providing notice. (Open period). The parties shall agree on a date(s) to meet in good faith and make every reasonable effort to negotiate in relation to the changes sought by the parties.
4. If 90 days after the commencement of negotiations the parties have failed to reach an agreement on any or all items, either party may refer the outstanding items to the mediation-arbitration process set out below.
5. The mediation/interest arbitration shall be before a mediator-arbitrator of the parties choosing, as per Article 14 (GRIEVANCE PROCEDURES).
6. If the parties cannot agree on a mediator-arbitrator within 30 days of the referral to mediation-arbitration being received by the other party, then either party may request that the Federal Mediation and Conciliation Service make the selection, which selection shall be binding on the parties.
7. If after 15 days of mediation (a “day of mediation” being a day during which the mediator meets, at any time and for any duration, with both of the parties), the parties have failed to reach a comprehensive agreement, either may refer a maximum of 6 items each to the mediator-arbitrator for final and binding determination in lieu of strike or lockout (“Interest Arbitration Items”). Any unresolved item that is not an Interest Arbitration Item shall remain unrevised.
8. Except that the following are excluded as permissible Interest Arbitration Items:
 - (a) Rates of Pay
 - (b) PENSION
 - (c) SCOPE
 - (d) DURATION
 - (e) Any monetary items subject to the agreed 2% escalation.

9. The mediator-arbitrator shall have all of the powers and authority of an arbitrator pursuant to section 60 of the Canada Labour Code. For greater clarity, the arbitrator's jurisdiction in issuing an interest award shall be limited to and consistent with this section, and shall be compliant with paragraph 12 below.
10. In rendering a decision about an Interest Arbitration Item, the mediator-arbitrator shall have regard to the following:
 - (a) the replication principle;
 - (b) the terms and conditions of employment of comparable unionized employees;
 - (c) the impact on the Company, including, without limitation, the cost impact;
 - (d) any other factor that the arbitrator considers relevant.
11. The arbitrator shall also consider the total cost of the package and its impact on total compensation. Specifically, in no event shall the mediator-arbitrator issue an award pursuant to the arbitration contemplated in this Memorandum that increases the total cost of the Company's obligations under the revised Collective Agreements, ending December 31st, 2025.
12. The Collective Agreement shall come into effect on July 1st, of each applicable year, notwithstanding that negotiation, mediation or arbitration as provided for herein may still be in progress. Once negotiations, mediation and/or arbitration have been completed, any change that has been agreed or awarded shall be made to the provisions of the Collective Agreement in effect and the terms of the agreement shall thereby be finalized. Any agreement that is reached after July 01st, of each applicable year shall be retroactive to July 1st.
13. Any terms awarded by the Arbitrator shall be included in the Collective Agreement.
14. The mediator-arbitrator shall determine his or her own procedure and shall issue a decision on the Interest Arbitration Items within 90 days of the referral to arbitration.

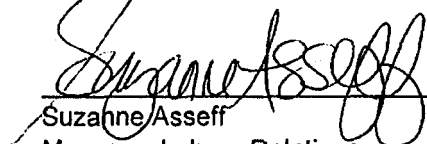
SECTION 13: LOU's:


LOU #1 – ODM- remains in effect.


LOU #2 – ASSISTANT DISPATCHER (LOU will be stricken from the collective agreement and all references will be removed from the collective agreement prior to its printing).

Signed this 27th day of May, 2015 in Halifax, Nova Scotia

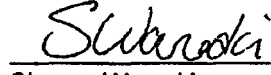
For JAZZ AVIATION LP



Suzanne Asseff
Manager, Labour Relations


Phil Majerle
Director, System Operation Control

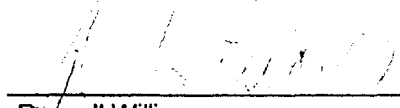

Trevor Moss
Manager, Flight Dispatch

For CANADIAN AIRLINE DISPATCHERS
ASSOCIATION


Sharon Warecki
CALDA Local 2 Chair


Lisa Malcolm
CALDA Local 2 Vice Chair


Clare Goodine
CALDA National Vice President


Russell Williams
CALDA President

APPENDIX 1 - Demographic Shift Plan

May 24, 2015

A: CALDA Job Share Program (JSP)

1. JSP will be for a minimum duration of one (1) year, with no maximum. Must be at level 8 or above on new blended wage scale to apply.
2. CALDA members will be permitted to participate in the JSP within their own classification (Dispatch, CDD or Chief classification).
3. JSP participants who wish to dissolve their arrangement must put in a written request thirty (30) days prior to the date they wish to return to full-time duties. In order to be returned to full time there must be a vacancy in your classification.
4. Approval for participation in the JSP will be based on operational requirements and those requesting JSP will be approved in seniority order. For the initial applicants the JSP program will commence in fall 2015.
5. If the company requires you to return to work full-time, you can be recalled to full-time work, provided the Company gives you six (6) weeks written notice of recall to full-time duty.
6. JSP participants will continue to accrue company service and seniority for all aspects of your employment during participation in the JSP.
7. JSP participants will be entitled to 50% of all allowances and banks provided for in the collective agreement. This pertains to, but may not be limited to the following: sick time, vacation, statutory holiday time, group benefits, all of which will be adjusted according.
8. Vacation and statutory holiday annual entitlements for JSP participants will be prorated based on the number of hours projected to work in the calendar year. Any changes to the planned scheduled hours of a JSP will adjust these entitlements accordingly.
9. Certification premium and desk check premium will be calculated on the reduced JSP hours.
10. At the time that the JSP is approved, the participants will be placed on the monthly schedule sharing 50% of a full time line. The line selected for sharing will be subject to operational requirements, with consultation with the JSP participants.
11. For subsequent shift schedule bids, the company and the association will consult on the process to be followed.

12. Any shifts worked in excess of your planned monthly schedule will be considered overtime. JSP participants will be eligible for overtime pay for shifts worked outside of the planned shared line.
13. JSP participants who meet the requirements may participate in Group Insurance benefits. Cost share will be 75% paid for by the employee and 25% paid for by Jazz.
 - a. JSP participants must maintain 20 hours or more per week on average, over a rolling three months in order to retain full benefits.
 - b. 15-19 hours per week, LTD is a maximum of 5 years.
 - c. 8-14 hours per week, no LTD
 - d. If working less than 8 hours per week, not eligible for benefits
14. Your travel profile will reflect your JSP position during the job share term. Your travel privileges will continue based on your status with the company, in accordance with company policy which is subject to change from time to time.

APPENDIX 2 - Demographic Shift Plan
May 24, 2015

Voluntary Severance Plan (VSP)

- a. Three weeks' pay per year of service severance, to max of 75 weeks.
- b. Dispatchers who exit within the first 18 months post ratification will receive ½ of their sick leave bank balance (at the time of exit) as an exit bonus.
- c. Calculation will be based on partial years, not just full completed years of service.
- d. Jazz will offer a min of 3 VSP's per year, company discretion to offer more each year until 2020.
- e. Top of scale to qualify/active (or have a return date).
- f. Program applications accepted during company prescribed application period. Ad hoc applications accepted at company discretion.
- g. Exit dates determined by Jazz taking into account operational requirements. Applicants must exit within 18 months of application.

APPENDIX 3 - CPIP (Cald Performance Incentive Plan

CALDA Performance Incentive Plan Definitions:

"Adjusted Jazz and Classic Airline Operating Income" is the GAAP Operating Income from the Jazz and Classic Airline operations under the CPAs, and from Jazz and Classic Airline ancillary ad hoc charter flights and ground handling operations excluding the impact of (i) any annual or long term incentives expense amounts; (ii) employee stock based expenses; (iii) severance; (iv) significant changes to GAAP that affect the comparability of the Adjusted Jazz and Classic Airline Operating Income before and after such change; and (v) a Jazz Affiliate (as defined in the CPAs) leasing aircraft into Jazz and/or Classic Airline for operations under the CPAs to the extent the lease amount is not fully recovered in revenue from Air Canada. For clarity, Ensemble expenses remain as part of Adjusted Jazz and Classic Airline Operating Income.

Plan Outline:

- 1) The performance incentive plan for Dispatchers is designed to provide incentive to CALDA to:
 - (a) increase the size and scope of the Jazz and Classic Airline divisions; and
 - (b) maintain cost performance of the Jazz and Classic Airline divisions, along with other ancillary revenues.
- 2) The maximum payout of the performance incentive program shall not exceed 8% of total Jazz and Classic Airline CALDA salaries and wages, excluding overtime premiums.
- 3) The median Adjusted Jazz and Classic Airline Operating Income for the past four (4) calendar years 2011 to 2014 shall be set as the target for Adjusted Jazz and Classic Airline Operating Income in the CALDA Performance Incentive Plan for the calendar years 2015 to 2020. Thereafter, for the calendar years 2021 to 2025, the Adjusted Jazz and Classic Airline Operating Income target from 2021 to 2025 will be reduced by 45%.
- 4) The annual performance incentive shall be the product of (i) the actual dollar amount exceeding the target Adjusted Jazz and Classic Airline Operating Income amounts set in section 3 above; and the Incentive Level Percentage shown below:

CALDA Performance Incentive Plan (CPIP)

Target Exceedance (Millions CAD\$)		Incentive Level
From	To	
\$ -	\$ 2,000,000	0.20%
\$ 2,000,001	\$ 4,000,000	0.30%
\$ 4,000,001	\$ 6,000,000	0.40%
\$ 6,000,001	\$ 8,000,000	0.50%
\$ 8,000,001	\$ 10,000,000	0.60%
\$ 10,000,001	\$ 12,000,000	0.60%
\$ 12,000,001	\$ 14,000,000	0.60%
\$ 14,000,001	\$ 16,000,000	0.60%
\$ 16,000,001	\$ 18,000,000	0.60%
\$ 18,000,001	\$ 20,000,000	0.60%
\$ 20,000,001	+	0.60%

The following table illustrates the annual performance incentive amount calculation based on sections 1 through 4 above (all amounts are CAD\$):

A	B	C
Actual Exceedance Amount	Incentive Level	Incentive Value Equals A*B
\$ 2,000,000	0.20%	\$ 4,000
\$ 4,000,000	0.30%	\$ 12,000
\$ 6,000,000	0.40%	\$ 24,000
\$ 8,000,000	0.50%	\$ 40,000
\$ 10,000,000	0.60%	\$ 60,000
\$ 12,000,000	0.60%	\$ 72,000
\$ 14,000,000	0.60%	\$ 84,000
\$ 16,000,000	0.60%	\$ 96,000
\$ 18,000,000	0.60%	\$ 108,000
\$ 20,000,000	0.60%	\$ 120,000

5. Jazz will retain its independent auditor to perform required audit procedures related to the Adjusted Jazz and Classic Airline Operating Income Calculation detailed above.
6. All information disclosed to CALDA under this process shall be subject to a non-disclosure agreement.

PREAMBLE

The parties to this Agreement and Jazz Aviation LP, hereinafter known as the “Company” and the Canadian Airline Dispatch Association, hereinafter known as the “Association”.

The parties recognize the purpose of this Agreement is to establish the rules of employment for the employees covered by this agreement. Compliance with the terms of this agreement and the development of a spirit of cooperation are the mutual interests of the parties. It is recognized that this commitment is essential to the efficient, safe and profitable operation of the Company and continuation of employment under reasonable and harmonious working conditions. Further, it is recognized that all Company personnel defined herein, with the territorial limits of Canada, are covered by this Agreement.

Article 1 - RECOGNITION

- 1.01 The Company recognizes the Association as the sole bargaining agent for employees covered under the Canadian Industrial Relations Board (CIRB) certification order.
- 1.02 Further, the Company recognizes Canadian Airline Dispatchers Association (CALDA) as the bargaining agent for Jazz Aviation LP "Jazz" and its Chorus Affiliate Jive Aviation LP "Jive" (Jive as referring to the Classic Operation covered by the appropriate CPA with Air Canada).
- 1.03 In the event the Company establishes a separate operating certificate for "Jive", in such case, all aircraft in all operating certificates shall be dispatched only by Jazz Dispatchers covered under this collective agreement utilizing Dispatchers on the Jazz Dispatch Seniority list.
- 1.04 All Dispatch work on flights and aircraft of Jazz Aviation LP shall be done by Flight Dispatchers whose name appears on the CALDA Seniority List, except as otherwise agreed. During the initial stages of acquiring new business the CALDA executive shall be consulted to determine the impact to, or the involvement of the dispatch group. It is understood that any new business shall not negatively impact the CALDA membership.
- 1.05 Management will not engage in any duties, as defined within the Flight Dispatch Manual (FDM), except under extenuating circumstance beyond the Company's control or as defined in competency and currency requirements accomplished by employees covered under this Agreement.
- 1.06 Except as otherwise stated herein, this Agreement shall not cover the Manager, Flight Dispatch.
- 1.07 All references to "employee" shall mean all those employees covered by this Collective Agreement.
- 1.08 The third person masculine gender when used through this Agreement shall be understood to mean the third person masculine and feminine gender.
- 1.09 The parties agree that there shall be no strike and no lockout while this Agreement is in effect unless the requirements of the Canada Labour Code have been met.
- 1.10 Should any part or provision of this Collective Agreement be rendered invalid by reason of legislation, such shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- 1.11 The Association recognizes that, except as otherwise limited by this Agreement, the sole and exclusive right with respect to the management of the Company's business and operations and the determination of all matters pertaining to its affairs remain vested with the Company.

Article 2 - DEFINITIONS

- 2.01 "Flight Dispatcher" shall mean a qualified employee who is regularly assigned the responsibility of exercising operational control over Company flights, in accordance with the Company Operations Manual (COM), Flight Dispatch Manual (FDM) and the Canadian Aviation Regulations.
- 2.02 "Chief Dispatcher, Duty" shall mean a Flight Dispatcher who has been appointed by the Company to lead and supervise the Flight Dispatch staff during daily operations, in accordance with the COM and FDM.
- 2.03 "Chief Dispatcher, Training" shall mean a Flight Dispatcher who has been appointed by the Company to administer, instruct or coordinate with other instructors that are outside of the bargaining unit, in accordance with the FDM.
- 2.04 "Chief Dispatcher, Standards" shall mean a Flight Dispatcher who has been appointed by the Company to coordinate the Checking and Standards of the Flight Dispatchers, in accordance with the FDM.
- 2.05 "Chief Dispatcher, Operations" shall mean a Flight Dispatcher who has been appointed by the Company to administer and coordinate daily operations, in accordance with the FDM.
- 2.06 "Chief Dispatcher, Technical " shall mean a Flight Dispatcher who has been appointed by the Company to address and coordinate technical issues and programs as related to the Flight Dispatcher Department, in accordance with the FDM.
- 2.07 "Check Dispatcher" shall mean any qualified Flight Dispatcher who has been appointed by the Company to perform a competency check on a Flight Dispatcher, in accordance with the procedures outlined in the FDM, Company Check Dispatcher Manual, and the Transport Canada Approved Check Dispatcher Manual. Check Dispatchers shall be considered to be "Project" dispatchers but will not be entitled to Project Dispatcher pay premium while conducting a competency check.
- 2.08 "Green Circling" shall mean any Dispatcher on the Dispatch Seniority list as of May 1, 2015. Specifically Green Circled Dispatchers will be not affected by the progression trigger ratio that is in effect at step 5 of the blended pay scale.
- 2.09 "On-The-Job Training Dispatcher" shall mean any qualified Flight Dispatcher who has been appointed by the Company to perform On-The-Job Training on a Dispatcher in Training, in accordance with the procedures outlined in the FDM. On-the-Job Training dispatchers shall be considered to be "Project" dispatchers but will not be entitled to Project Dispatcher pay premium while conducting On-the-Job training.
- 2.10 "Dispatcher in Training" shall mean an employee who has been hired by the Company and is regularly assigned to the dispatch office while undergoing training to become a qualified Flight Dispatcher. A Dispatcher in Training shall not be considered qualified to exercise operational control.
- 2.11 "Key User – Dispatch" shall mean a qualified Flight Dispatcher who has been selected and

assigned by the Company to coordinate, maintain, or upgrade specific technical systems, in accordance with the procedures outlined in the FDM.

- 2.12 "Project Dispatcher" shall mean a qualified Flight Dispatcher, with suitable subject matter expertise, who has been selected and assigned by the company to develop, maintain or perform an assignment related to training, standards, technical or operational not already covered by a separate classification. Project Dispatchers shall be considered temporary positions.
- 2.13 "Rest Period" shall mean the scheduled minimum time of ten (10) hours free from duty between the end of a shift and reporting for duty for the next scheduled shift. For overtime occurrences said rest period may be reduced to nine (9) hours with the mutual agreement of the employee and Manager, Flight Dispatch or the designate. Under extenuating circumstances in conditions of irregular operations only, and by mutual agreement of the employee and Manager, Flight Dispatch or the designate, the rest period may be reduced to eight (8) hours. When the rest period is reduced to eight (8) hours, the employee shall be provided with either a hotel room or a limo service to and from their residence.
- 2.14 "Flight" shall mean any aircraft whose intended movement is positively recognized by a specific flight identifier (e.g. flight number, aircraft registration, etc.).
- 2.15 "Classification" shall mean the transfer of an employee to a position of different responsibility as defined by the Company and covered within this collective agreement.
- 2.16 "Company Seniority" shall mean the continuous length of service as an employee of the Company.
- 2.17 "CALDA Seniority" shall mean the continuous length of service in a position covered under this Agreement.
- 2.18 "Work Schedule" shall mean a table of qualified employees with assignments of hours and days of work, for the duties and responsibilities of the operation.
- 2.19 "Work Cycle" shall mean the scheduled number of days it takes to complete the entire work schedule, e.g. if, when establishing a work schedule, it takes eighty (80) days for each employee to rotate through it, without repeating it, the cycle would be an eighty (80) day cycle.
- 2.20 "Calendar Week" shall be defined as any consecutive seven (7) day period.
- 2.21 "Technological Change" shall have the same definition as it appears in the Canada Labour Code.
- 2.22 "Training and Retraining" shall mean a system or process through which employees prepare themselves to meet the impact of a Technological change.
- 2.23 "Certificate" shall mean the Canadian Aviation Document held by a qualified Flight Dispatcher in accordance with the Canadian Aviation Regulations.
- 2.24 "On The Job Training" shall mean the training and monitoring of a Trainee, by the direct supervision of a qualified Trainer.

- 2.25 A "relief" position shall be a Flight Dispatcher, Chief Dispatcher Duty (CDD), or Key User who has been selected and assigned by the company to act as a substitute or to provide relief shift coverage for another permanent classification. The Relief CDD position shall be limited to no more than six (6) positions. At no time will the number of relief CDD positions exceed the number of CDD positions.
- 2.26 A "temporary" position shall be a position not covered by a permanent or relief classification and shall be limited to: one (1) time only up to and including twelve (12) consecutive months, or weekly, or monthly, or seasonal, or cyclical (for example: position could be based on the three (3) year training cycle, or fifty-six (56) day navigation cycle).
- 2.27 A "Floater" position is a full time Flight Dispatch employee without a regular reoccurring schedule rotation.

Article 3 - RATES OF PAY

3.01 The following wage scales shall apply to all CALDA members: The effective date of pay increase in the various steps listed below will be the first day of the semi-monthly pay period following completion of the required number of years in the previous step.

Blended Flight Dispatcher Wage Scale Effective July 1, 2015

These amounts will increase by 2% each succeeding year.

<i>Steps</i>	<i>Jul-15</i>
16	\$35.35
15	\$32.12
14	\$31.26
13	\$30.65
12	\$30.05
11	\$29.19
10	\$28.08
9	\$26.50
8	\$24.33
7	\$22.55
6	\$20.90
<u>5</u>	<u>\$20.64</u>
4	\$19.48
3	\$17.88
2	\$16.58
1	\$15.36
Trg	\$13.29

- 3.01.01 All Dispatchers hired prior to ratification of the attached Memorandum of Settlement shall be Green Circled for all purposes of the current collective agreement unless otherwise provided for in this document.
- 3.01.02 Blended pay scale wage rates will be paid to new hire Dispatchers who will progress through the pay scale as per normal step on scale increases through to the completion of step five (5). Access to further steps on the blended pay scale will be determined by the progression trigger ratio of the Jive to total Jive and Jazz workforce, as determined and agreed upon between the parties.
- 3.01.03 In the application of .02 above, it is understood that new business of non-DH-8 Classic/Turboprop fleet of 50 seats or below which falls under article 1.02 (Recognition) will positively affect the progression ratio. The progression trigger baseline ratio of 60% Jazz and 40% Jive fleet count will not change beyond these rates to the negative for Jazz.
- 3.01.04 The progression trigger will not apply to certification or desk check premiums.
- 3.01.05 Dispatchers subject to the Jive/New hire pay rates who have not reached the progression trigger at step five (5), once entitled to hold a Jazz pay position in accordance with .01 above, will be moved up the pay scale in accordance with

their total accrued time as a Dispatcher.

3.02

Jazz Dispatcher Desk Check Premium.

These amounts will increase by 2% each succeeding year.

<i>Steps</i>	<i>Jul-15</i>
16	\$2.44
15	\$2.12
14	\$1.45
13	\$1.42
12	\$1.39
11	\$1.33
10	\$1.30
9	\$1.22
8	\$1.12
7	\$1.04
6	\$0.96
<u>5</u>	<u>\$0.96</u>
4	\$0.96
3	\$0.96
2	\$0.96
1	\$0.96

- 3.03 Employees within the Chief Dispatcher, Duty classification will be paid \$31.19 until July 2015 where they will transition to the nine (9) year Flight Dispatch wage rate or at the applicable wage rate based on their years of service as a Flight Dispatcher, whichever is greater. The premium for this position will be a ten percent (10%) increment to their Flight Dispatcher monthly salary.
- 3.04 All "Chief Dispatcher – Duty" pay provisions will apply during all hours worked in the Relief Chief Dispatcher – Duty classification.
- 3.05 All Employees within the Key User classification shall receive a premium of five percent (5%) in addition to their Flight Dispatcher monthly salary.
- 3.06 All employees within the Chief Dispatcher, Standards, Training, Technical, and Operations classifications will commence at the twelve year flight dispatch wage rate or at the applicable wage rate based on their years of service as a flight dispatcher, whichever is greater. The premium for this position shall be a fifteen percent (15%) increment to their Flight Dispatcher monthly salary.
- 3.07 All employees selected as Project Dispatchers shall receive a premium of a five percent (5%) increment to their Flight Dispatcher hourly salary for hours worked within the Project Dispatcher classification.
- 3.08 Employees who are currently in a classification other than Flight Dispatcher will continue

to receive their applicable premium in lieu of the Project Dispatcher premium.

- 3.09 Notwithstanding the above, where it is determined that a Chief Dispatcher Duty is required to perform the project, in such case, the Chief Dispatcher Duty will receive the five percent (5%) premium.
- 3.09 New employees may, at the discretion of the Company, begin at a higher rate of pay. Such employees shall remain at that rate for a period of one year, or until the next year of the Contract, whichever comes first. The probation period as established in accordance with Article 9 shall apply.
- 3.10 For the purpose of progressing from the Training rate to Step 1 of the Blended Flight Dispatcher Wage Scale, once a Flight Dispatcher has completed their training, they shall move immediately to Step 1. Once the Flight Dispatcher has been at Step 1 for one year, they shall progress to Step two, and so on, with movement through the balance of the wage scale to proceed in the same manner.
- 3.11 Where the Company establishes a new classification, the appropriate classification wage rate shall be negotiated.
- 3.12 Any Flight Dispatcher who is scheduled to perform On the Job Training shall receive, in addition to their regular pay, a pay premium of seventy-five dollars (\$75) per shift. This amount will increase to \$80.00 effective July 1, 2018 and to \$85.00 effective July 1, 2021.
- 3.13 Any Flight Dispatcher who is designated by the Company to perform competency checks as a Check Dispatcher shall receive, in addition to their regular pay, a pay premium of seventy-five dollars (\$75) per check. This amount will increase to \$80.00 effective July 1, 2018 and to \$85.00 effective July 1, 2021.
- 3.14 The month following ratification of this agreement, a monthly certification premium will be paid to all Dispatch employees. These amounts will increase by 2% each succeeding year.

<i>Steps</i>	<i>Jul-15</i>
16	\$291.83
15	\$265.30
14	\$185.71
13	\$159.18
12	\$159.18
11	\$132.65
10	\$132.65
9	\$106.12
8	\$106.12
7	\$79.59
6	\$79.59
5	\$79.59
4	\$79.59
3	\$79.59
2	\$79.59
1	\$79.59

Article 4 - HOURS OF WORK

- 4.01 The Company shall determine the work force requirements and hours of operation.
- 4.02 These requirements, as set forth in Article 4.01, shall be forwarded to the Associations Scheduling Committee no less than thirty (30) days prior to the effective date of the work schedule. The Association shall, in accordance with the Company's workforce requirements, provide a work schedule. This schedule shall be posted a minimum of twenty (20) days prior to its effective date.
- 4.03 The Company may also provide a shift and work schedule. The Scheduling Committee shall review the Company's schedule, and may produce an alternate work schedule. If the Company deems this alternate work schedule acceptable, it shall be implemented in accordance with the time provisions in Article 4.02.
- 4.04 Under extenuating circumstances and with mutual agreement between the Association and the Company a shift may be adjusted where the Company provides forty-eight (48) hours prior notice to the employee. Within this forty-eight (48) hour period the Company reserves the right to adjust the start and finish times of the assigned shift to a maximum of two (2) hours. Should the adjustment exceed the two (2) hour window, an additional three (3) hours at straight time will be paid. Any time in excess of the originally planned shift hours will be paid at the applicable overtime rate. Agreement will not be unreasonably withheld.
- 4.05 The standard working week shall be forty (40) hours and the standard work day shall be eight (8) consecutive hours. Both these values are exclusive of meal periods.
- 4.06 Shift trades will be allowed, subject to Company approval and with due regard to scheduled rest as per article 2.12. Once the shift trade has been signed by both employees and approved by management, it becomes an official amendment to the posted work schedule. Employees hold full responsibility for their shift until such time as a shift trade is signed and approved. This responsibility is then passed on to the employee accepting the shift trade.
- 4.07 On the effective date of any revised work schedule, in accordance with Article 4.02 or 4.03, the previous work schedule will be considered canceled. However, the employees previously earned days off shall be considered in the schedule from the effective date. Should a bidding process take place for the revised schedule, the process shall be such to ensure that all employees are awarded a rotation which does not infringe upon his days off from the previous rotation and which does not result in overtime being paid.
- 4.08 When a work schedule change occurs, thirty (30) days' notice of change shall be required. A shorter time period may be established by mutual agreement of the Company and the Association.
- 4.09 For the purpose of scheduling and vacation, the following positions shall be considered separate:
- a) Flight Dispatcher (inclusive of Relief CDD)
 - b) Key User
 - c) Chief Dispatcher, Duty (CDD)
 - d) Chief Dispatcher
- 4.10 In the event of operational requirements, any of the above classifications can be utilized

when building the monthly schedule with the Associations' consent. Consent will not be unreasonably withheld.

Note: The Key User and Chief Dispatcher, Technical will not be permitted to hold the same vacation period(s).

- 4.11 The Manager, Flight Dispatch will maintain competency and may do so by being scheduled a maximum of one shift or twelve (12) hours, whichever is greater, per month. The Manager, Flight Dispatch may, with mutual agreement, displace* a Flight Dispatcher or work in addition to the normal complement. *Displace is defined as time requested by the Manager, Flight Dispatch and will be without loss of pay.

NOTE: In the event of operational requirements, the Manager can be utilized when building the monthly schedule with the Associations' consent.

- 4.12 All Chief Dispatchers, Chief Dispatcher's, Duty (CDD) and Key Users shall maintain competency by performing Flight Dispatcher duties to the equivalent of two (2) shifts per quarter.
- 4.13 All required familiarization flights shall be done on Company time and Company expense. Flight Dispatchers will be paid per diem expenses for this time in accordance with Article 18.
- 4.14 In circumstances where relief positions are scheduled during the monthly processes and in doing so they do not meet their monthly hours requirement, any discrepancies that may result will be reconciled on a quarterly basis by granting the equivalent time off in the schedule in the month following the quarter, or as agreed upon by the parties. Should the discrepancy occur at year end, the annual hour's requirement will be reconciled by the end of the first month of the following year by scheduling the additional hours into the dispatcher schedule or as mutually agreed between parties.

4.15 Floater Scheduling rules:

- 4.15.01 Three month total hours must be between the range of 510-530 hours.
- 4.15.02 1-month maximum of 192 hours.
- 4.15.03 A relief Dispatcher shall not be scheduled for more than 6 consecutive days which will not exceed 70 hours.
- 4.15.04 By mutual agreement between the dispatcher and the Manager Flight Dispatch the number of consecutive days can be increased to a maximum to 8.
- 4.15.05 A relief Dispatcher shall receive a minimum of thirty-two (32) hours off between blocks of scheduled days of work.

Article 5 - VACATION

- 5.01 A vacation week is seven (7) consecutive calendar days.
- 5.02 Annual vacations, with pay, shall be earned in one vacation year and taken in the same vacation year in accordance with the following schedule:

Years of Service (As of Dec 31st in any year)	Vacation Earned
Less than 1 year	1 calendar day for each twenty-six (26) calendar days of service.
1 through 3 years	14 calendar days
4 through 6 years	21 calendar days
7 through 10 years	28 calendar days
11 years and greater	35 calendar days

- 5.03 The extra week of vacation earned during the years in which the employee's fourth, seventh, and eleventh anniversaries occur will not be prorated.
- 5.04 Vacation pay will be the employee's regular rate of pay during the vacation period, or will be equal to two percent (2%) per week of vacation to a maximum of six percent (6%) of wages (including overtime) as defined by the Canada Labour Code, during the period the vacation was earned for each seven (7) days of entitlement, whichever is the greater pay. This payout will be calculated at the end of each vacation year (January-December). At that time the employee will have the option to have these monies paid out or transferred into the Jazz RRSP, pursuant with the requirements of the applicable RRSP plan and Income Tax Act.
- 5.05 Vacations are permitted prior to the end of the first calendar year, however not during the first six (6) months of employment unless mutually agreed by the Company and employee.
- 5.06 The vacation year is defined as January 1st to December 31st.
- 5.07 Employees on leave of absence, laid-off status, Workers' Compensation, short or long-term disability, or on inactive status for more than thirty (30) consecutive calendar days, will not earn vacation hours for such period and will not be credited with service for the purpose of advancing to a higher vacation rate.
- 5.08 Vacation leave will be taken in blocks of seven (7) consecutive days. Vacation leave is not cumulative and will be taken during the calendar year for which it was granted unless special circumstances warrant otherwise as per Company policy.
- 5.09 All vacation will be bid by November 30th of each year. All employees covered under this agreement can bid weeks of vacation, but are restricted to a total of three (3) weeks in the first round and all remaining vacation in the second round, with the most senior employee indicating his or her first choice in each period and so on.

- 5.10 An employee with vacation of two (2) calendar weeks may elect to take vacation in two (2) blocks of seven (7) consecutive calendar day periods. An employee with a vacation of three (3) calendar weeks may elect to take vacation in three (3) blocks of seven (7) consecutive calendar day periods, etc.
- 5.11 It is recognized that it may be necessary to place restrictions on vacation periods, either due to Company requirements or numbers applying for the same periods. In the case where restrictions are necessary, management will make known each restriction and the reasons therefore.
- 5.12 For the purpose of bidding vacation each classification is considered a separate job function as per Article 4.09 and will be bid separately and independently of each other. Bidding of vacation will be by CALDA seniority within the employee's current classification. For the purpose of vacation bidding, the Relief Chief Dispatcher, Duty will bid within the Flight Dispatcher classification.
- 5.13 Once assigned, vacation periods may only be changed by mutual agreement between the employee, the Company, and the Association.
- 5.14 The Company shall post each employee's accumulated annual vacation by October 30th of each year for vacation bidding purposes.

Article 6 - STATUTORY HOLIDAYS

- 6.01 All employees active for twelve (12) calendar months of the year shall receive ten (10) days per year in lieu of Statutory Holidays. The following shall be deemed Statutory Holidays within the meaning of this article:
- a) New Year's Day
 - b) Labour Day
 - c) Good Friday
 - d) Thanksgiving Day
 - e) Remembrance Day
 - f) Victoria Day
 - g) Christmas Day
 - h) Canada Day
 - i) Boxing Day
 - j) Applicable Provincial Civic Holiday
 - k) And any other Statutory Holidays that may be proclaimed by the Federal Government.
- 6.02 Employees who are hired by the company or who are inactive for any portion of the calendar year will have their Statutory Holiday entitlement adjusted to reflect their active period(s). The formula used will be the number of active months X 0.833 = total time, rounded up to the closest full calendar day.
- 6.03 Employees may bid their entitlement of Statutory Holidays as per above and in accordance with the vacation bidding rules as per Article 5. If employees elect to bid their Statutory Holidays they must bid all 10 holidays. All Statutory Holidays will be bid in a third (3rd) round of the vacation bidding process.
- 6.04 If an employee elects not to bid their entitlement of Statutory Holidays, said employees will earn their average shift length for each Holiday occurring in the calendar year. This time will be paid out in equal installments on January 01 and July 01 of each year.
- 6.05 Where a Statutory Holiday falls on an employee's scheduled working day and he is required to work, he shall receive his normal days pay plus one half (0.5) for hours worked. The employee shall receive the additional one half (0.5) as pay unless they elect to place the time in their time bank.
- 6.06 The Company shall post to all active employees their Statutory Holiday entitlement for the upcoming calendar year, in writing, by October 30th of each year.

Article 7 - OVERTIME

- 7.01 A Flight Dispatch employee required to work overtime will be credited at time and one-half (1.5) for all hours worked on a scheduled day off and for hours worked in excess of an assigned shift. Where hours worked in excess of the assigned shift exceed two (2) hours, an additional three (3) hours straight time will be paid in addition to the applicable overtime rate where forty-eight (48) hours' notice is not given.
- 7.02 Under no circumstances will the pyramiding of overtime rates exceed double time and one half (2.5).
- 7.03 If an employee is called in to work overtime which is not consecutive with his scheduled shift, the employee shall be credited with a minimum of four (4) hours pay at time and one half (1.5).
- 7.04 Overtime will be offered to qualified employees pursuant with the system(s) agreed to by the Company and the Association as per the appendix.
- 7.05 Employees who work overtime on annual vacation shall be paid at the rate of time and one-half (1.5) plus a day off in lieu. This will include vacation days, Statutory Holidays, time bank, and days off that fall within the seven (7) day vacation period.
- 7.06 Any employee who is required to work overtime in excess of and continuous with his regularly schedule shift shall receive one (1) meal service either supplied by the Company or through a \$15.00 meal claim after three (3) hours, and for each four (4) consecutive hour period thereafter, he will be entitled to a further meal service or \$15.00 meal claim.
- 7.07 It is intended that every employee shall have a minimum of ten (10) hours between shifts. Employees required to work a shift that begins within ten (10) hours of the time that their preceding shift ended, (overtime included), shall be paid at a rate of time and one half (1.5) for the hours which would have fallen within the ten (10) hour rest period.
- 7.08 Employees awarded an overtime shift that begins or ends within the ten (10) hour Rest Period, shall be paid time and one half (1.5) for those hours which would have fallen within the ten (10) hour rest period.
- 7.09 The Company shall establish an hourly overtime bank for the purpose of accumulating earned overtime worked to a maximum of 140 hours. Banked overtime may be bid, with annual vacation/statutory holidays in a fourth round of bidding. The overtime bank will be reduced to a maximum 120 hours, either by being bid with annual vacation or paid out, after the vacation bid has been completed.
- 7.10 Once each calendar year, employees will have the ability to transfer money from their hourly overtime bank into the Jazz RRSP. Such transfers shall be made pursuant with the requirements of the applicable RRSP and the Income Tax Act.

Article 8 - SENIORITY

- 8.01 The Company shall maintain a CALDA seniority list which shall be posted no later than July 15 each year. Employees shall have thirty (30) days from the date of the posted list to dispute their seniority. Employees on sick leave or vacation will have thirty (30) days after their return to work to protest the seniority list.
- 8.01.01 The seniority list will show for each employee listed therein:
- (a) Seniority Rank (Number)
 - (b) Name
 - (c) CALDA Seniority Date
 - (d) Company Service Date
 - (e) Classification
- 8.01.02 This list shall be known as the CALDA seniority list.
- 8.02 CALDA seniority shall commence on the date of hire into a classification covered under this agreement. If two (2) or more employees are hired on the same date relative seniority shall be determined through drawing of lots unless one such employee has previous Company service which shall entitle such employee to a higher ranking on the list. If two (2) or more employees are hired on the same date, and have previous company service, the order of ranking shall be determined by company seniority.
- 8.03 CALDA seniority shall govern employees' retention of employment in the event of reduction in staff; or their re-assignment due to the expansion; or their re-employment after having been released due to a reduction in force, as per Article 12.
- 8.04 When an employee named on the CALDA seniority list is awarded a position outside of this Agreement, he shall retain and continue to accrue seniority as a Flight Dispatch employee for a period of one (1) year from the date of transfer. If such member in good standing with the Association returns to active Dispatch duties within one (1) year from the date of transfer, he shall be permitted to assume his former position. If such employee does not return to his former position within one (1) year from the date of transfer, his name will be removed from the CALDA seniority list. The Manager, Flight Dispatch and Chief Dispatchers assigned by the Company to perform work other than that outlined within this agreement will retain and accrue seniority on the CALDA seniority list.
- 8.05 An employee covered under this agreement shall lose seniority if he resigns, is discharged for cause, or forfeits seniority pursuant to the terms of this agreement.
- 8.06 Pursuant with Article 8.01, the Association shall provide the Company with a CALDA seniority list containing all CALDA members within the scope of this agreement, within ninety (90) days of ratification.

Article 9 - PERIOD OF PROBATION

- 9.01 An employee hired into a position covered by this Agreement is required to serve a probationary period.
- 9.02 Flight Dispatchers are required to serve a continuous probationary period from the date of hire until twelve (12) months following successful completion of the initial competency check.
- 9.03 In the event that a probationary employee is absent from work for any reason, excluding regularly scheduled days off, for more than seven (7) calendar days during the twelve (12) month probationary period, the Company may extend the employee's probationary period by the number of days such employee was absent from work.
- 9.04 During any probationary period, the Company reserves the sole right to make any decision regarding the retention or termination of the probationary employee.
- 9.05 The Company may extend the probationary period by mutual agreement with the Association. An employee will only be required to serve one (1) probationary period while covered under this agreement.

Article 10 - FILLING OF ASSIGNMENTS

- 10.01 Full Time, Relief, and Temporary positions that involve Flight Dispatchers shall be posted. The time period that such postings will endure shall be not less than 14 days. Notwithstanding the above, where there is a requirement for a lesser period it will be determined by mutual agreement between the Company and the Association.
- 10.02 In matters involving a change in classification within the Bargaining Unit other than Flight Dispatcher, when employees with equal ability and qualifications, as assessed by the Company, express interest in the same position, the employee possessing the greater bargaining unit seniority shall receive preference. Employees awarded a position, as per above, will be required to serve a trial and familiarization period of six (6) months in order for the company to determine satisfactory job performance before being confirmed in the new assignment.
- 10.03 Relief postings required for other than relief shift coverage ie. LTD, LOA, shall include the duration of the term.
- 10.04 All temporary postings shall establish the term of the position as per article 2.25. For one time only postings that exceed the 12 month limit, there will be a 30 day grace period for the parties to determine the status of the position. If the position is required beyond that time, it will be bulletined as a permanent position unless otherwise agreed to between the Company and the Association.
- 10.05 Unless otherwise stated in this Agreement, the Company shall not assign any individual to perform the duties of another classification, which is defined within the bargaining unit. Extra hours shall be offered to all interested employees in accordance with Article 7.
- 10.06 It is the policy of the Company to give its existing employees the opportunity to apply for different positions. For positions covered by this collective agreement requiring qualifications higher or different than those typically in use under existing operations, employees will be given as much advance notice possible of the new positions in order for them to qualify.

POSITION	FULL TIME	RELIEF	TEMPORARY
CHIEF	x	x	
CDD/ATC	x	x	
KEYUSER	x	x	
PROJECT DXER			x
RELIEF = REPLACEMENT OR ADDITIONAL COVERAGE			
TEMPORARY = ONE TIME ONLY UP TO 12 MONTHS, WEEKLY, MONTHLY, SEASONAL, CYCLICAL			

Article 11 - LEAVE OF ABSENCE

11.01 In addition to the following policies any request for leaves of absence not covered specifically in this article shall be in accordance with company policies:

- a) Compassionate and Bereavement Leave
- b) Maternity
- c) Adoption Leave
- d) Child Care Leave
- e) Paternity
- f) Leave without Pay

11.02 All granted (or denied) leave of absence letters which shall contain the leave conditions shall be copied to the Association prior to the commencement of the leave.

Article 12 - REDUCTION OF SYSTEM STAFF

- 12.01 Prior to any layoff the Company shall notify the Association in advance of this action being taken in order to enable the parties to discuss possible ways of avoiding a layoff or minimizing the adverse effect of a layoff.
- 12.02 In all matters involving a reduction of staff, re-employment and change of classification, employees possessing the greater CALDA seniority shall receive preference.
- 12.03 Employee reductions will be made in reverse order of CALDA seniority within the classification.
- 12.04 At the discretion of the Company, the Probationary Flight Dispatch employee who is laid off for more than six (6) months may have his/her probationary period extended for up to one year from the date of recall to work. Written notification of an extension to the dispatchers' probationary period will be given at time of recall.
- 12.05 In the event of a reduction in the number of permanent employees, lay-off will be in the reverse order of CALDA seniority within the classification. For the purposes of lay-off notification, the Company may lay-off redundant Flight Dispatch employees with a minimum of thirty (30) days written notice.
- 12.06 It is understood that an employee may exercise seniority and bump to a lower classification covered by this Agreement. The term 'laid-off' as used herein, refers to an employee who is retained on the CALDA Seniority List but who is removed from the payroll as a result of a reduction in staff.
- 12.07 Forty-eight (48) hours' notice shall be given in the case of a sudden cessation of work caused by an act of God, a third party labour dispute, or any other cause over which the Company has no control. The requirements of the lay off and recall notice periods stipulated herein shall not apply.
- 12.08 Employees who are laid-off or are being laid-off may request liquidation of all or any portion of their overtime bank, Statutory Holiday and/or vacation time.
- 12.09 An employee who has been laid-off due to the reduction in work force shall file his address with the Manager, Flight Dispatch and shall thereafter promptly advise the Company of any change in address.
- 12.10 During a period of layoff, an employee will accrue seniority for up to five (5) years following their last date of layoff, except for the purposes of pay and vacation. Recall rights shall be effective for five (5) years from the date of being laid off.
- 12.11 No vacancies shall be posted where an employee is on lay-off status.
- 12.12 Recall will be accomplished in order of CALDA seniority. Notification of recall to work shall first be by telephone, then by registered mail or Commercial Courier service to the last address filed with the Company. The employee shall be given one week to notify the company of their desire to accept or reject recall and a minimum two weeks from the date of acceptance of recall to return to work. Said time periods may be shortened by mutual agreement between the Dispatcher and the Company.

- 12.13 A laid-off employee must return to his position upon being recalled or defer recall to the next lower employee on the seniority list.
- 12.14 An employee who does not accept or defer recall shall forfeit his seniority.

Article 13 - OPERATIONAL IRREGULARITIES

- 13.01 A Flight Dispatcher involved in an incident and/or accident will complete the appropriate reports and a copy of the reports will be sent to the Association at the Company's expense.
- 13.02 In a Category "A" or "B" accident as defined in the Company ERM, the Flight Dispatch employee shall be relieved from his duties as soon as possible. The Flight Dispatch employee being relieved will not be monetarily disadvantaged for any scheduled time lost on the shift that the Flight Dispatch employee was relieved from. Medical assistance and/or counseling per the company policy will be available to the Flight Dispatch employee. The Flight Dispatch employee involved will have the opportunity to contact an Association representative prior to being interviewed by the Transport Canada designated Operations Manager or his designate on the incident.
- 13.03 Where a Flight Dispatch employee is required to attend any meetings to discuss an incident or an accident involving the Flight Dispatch employee, he has the right to be accompanied by an Association representative. Expenses incurred by the Flight Dispatch employee to attend such a meeting shall be borne by the Company.
- 13.04 A Flight Dispatch employee requested or required by the Company, or an appropriate government agency, to participate in an aircraft accident investigation involving company aircraft will do so without loss of pay. The company will provide transportation to and from such investigation in accordance with the company pass policy for the Flight Dispatch employee and his local Association representative.
- 13.05 Any Flight Dispatch employee who is held out of service pending an investigation as a result of an operational incident in his area of responsibility shall be paid at his regular salary until the conclusion of the investigation or unless other benefits may apply.

Article 14 - GRIEVANCE PROCEDURES

- 14.01 It is the desire of the parties to this Agreement that local grievances be settled as promptly as possible.
- 14.02 Prior to filing a grievance, the employee(s) shall discuss such grievance with the Manager, Flight Dispatch, who will make every effort to resolve the problem with the employee.
- 14.03 Grievances of a general nature may be initiated by the Company or the Association at the appropriate step depending on the nature and scope of such grievance.
- 14.04 Grievances must be filed within thirty (30) calendar days following the circumstance that gave rise to the grievance.
- 14.05 Employees who consider themselves aggrieved may, after first attempting to obtain a satisfactory adjustment with the Manager, Flight Dispatch, appeal through the following steps in writing outlining both the nature of the grievance, the facts involved, and the article(s) that has been violated.

Step 1 - Manager, Flight Dispatch (or his designated representative)

Step 2 – VP Employee Relations (or his designated representative)

Note: The parties reserve the right to consult with appropriate parties where the dispute involves an operational control issue.

14.06 Time Limits

- 14.06.01 A Hearing shall be held within 14 calendar days of receipt of a grievance or decision.
 - 14.06.02 All decisions shall be rendered within 14 calendar days of the hearing and shall be communicated in writing to the parties concerned, including the Association.
 - 14.06.03 All appeals must be lodged in writing within 14 calendar days of receipt of the decision.
 - 14.06.04 The time limits specified herein may be extended by mutual agreement in writing.
 - 14.06.05 Any decision not appealed within the relevant time limits shall be final and binding on the parties concerned.
- 14.07 At any hearing(s) held throughout these procedures, the grievor(s) and the Company shall have the opportunity to adduce evidence, to make representations, to call, and to examine or cross-examine witnesses. The grievor(s) shall have the right to be represented by the Association, and / or any other person whom they may choose or designate.
 - 14.08 Throughout these procedures including arbitration, the grievor(s) may, together with their representative(s), review any information contained in their personal file(s) or which the Company may introduce at any step of these procedures.
 - 14.09 At any hearing(s) held throughout the grievances procedures, all employee witnesses and representatives called by the Company shall be granted time off with pay. The

provisions of Article 7 shall apply in the event that a witness is called on a scheduled day off or in excess of a regularly scheduled shift. In all cases the witness shall be provided with transportation to and from such hearing in accordance with the Company Pass Policy.

Article 15 - GRIEVANCE PROCEDURES – DISCIPLINE / DISCHARGE

- 15.01 The Company may hold an employee out of service with pay, for not more than fourteen (14) calendar days, pending investigation of an alleged irregularity or misdemeanor. In order to hold a dispatcher out of service, the dispatcher must be so notified by the Manager, Flight Dispatch. In his absence, the Manager, Labour Relations CALDA (for non-operational control issues) or the Vice President, Operations or other management pilot may be designated.
- 15.02 Where an employee is involved in an alleged irregularity or misdemeanor (excluding SMS investigations) and preliminary inquiry requires direct questioning of the employee, he shall first be advised that the interview is to determine his connection, if any, with the alleged irregularity or misdemeanor and shall be entitled to be accompanied by his duly accredited representative(s) if they so elect. The Company shall notify the employee of the relevant details of the irregularity or misdemeanor with a minimum notice of forty-eight (48) hours prior to the investigative meeting. The time period stipulated above may be shortened by mutual agreement between the Company and the Association. Mutual agreement will not be unreasonably withheld.
- 15.03 Where disciplinary action is taken, the employee will be notified, in writing, the reasons for such decision. Notification in writing, to the employee, shall be made within 14 calendar days of the conclusion of the investigation.
- 15.04 Where discharge action is considered, the employee may be held out of service with pay pending discharge. Notification in writing, to the employee, shall be made within 14 calendar days of the conclusion of the investigation.
- 15.05 Any employee who has been disciplined or discharged may elect to appeal such action through the Vice President, Operations or designated representative. Where an appeal is lodged under this Article, the Vice President, Operations or designated representative may either uphold the previous Company decision, fully exonerate and reinstate the employee with pay for all time loss, or render such intermediate decision as he considers to be just and equitable.
- 15.06 Where the procedures outlined in 15.05 above have been exhausted, the Association may initiate the arbitration procedure in accordance with Article 16 within thirty (30) days of receipt of the final Company decision.
- 15.07 The following shall apply at all levels specified above:
- 15.07.01 Appeals must be lodged in writing within fourteen (14) calendar days of receipt of any written decision.
- 15.07.02 A hearing shall be held within fourteen (14) calendar days of receipt of notice of appeal.
- 15.07.03 All decisions shall be rendered within fourteen (14) calendar days of any hearing and shall be communicated in writing to the parties concerned including in all cases, the Association.
- 15.07.04 The time limits specified in 15.07.01 through .03 above may be extended by mutual agreement in writing.
- 15.07.05 Any decision not appealed within the relevant time limits shall be final and binding

on the parties concerned.

- 15.08 At any hearing(s) held throughout the grievances procedures, all employee witnesses and representatives called by the Company shall be granted time off with pay. The provisions of Article 7 shall apply in the event that a witness is called on a scheduled day off or in excess of a regularly scheduled shift. In all cases the witness shall be provided with transportation to and from such hearing in accordance with the Company Pass Policy

Article 16 - ARBITRATION

- 16.01 Any dispute not settled in Article 14 or 15 may be submitted to arbitration and hearings shall be held and decisions rendered under the provisions herein set forth. The party requesting arbitration will serve notice of intent to arbitrate to the other party in accordance with the disposition of Article 14 or 15.
- 16.02 Arbitration
- 16.02.01 When written notice of arbitration is given by either the parties to this Agreement, each shall within fourteen (14) days of receipt of Notice of Intent, provide the other party with the name(s) of an arbitrator for the purposes of mutual agreement.
- 16.02.02 Should the parties fail to agree upon the selection of an arbitrator within ten (10) days of receipt of the proposed name(s), the Federal Minister of Labour shall be empowered to appoint an arbitrator
- 16.02.03 The decision of the Arbitrator shall be final and binding on the Association, the grievor and the Company.
- 16.02.04 The cost of the Arbitrator shall be shared equally between the Company and the Association. If the cost of the Arbitrator is subsidized, then the remaining costs shall be shared equally between the parties.
- 16.03 The Arbitrator shall have jurisdiction to consider only grievances as properly submitted under the terms of this Agreement including determinations on their arbitrability.
- 16.04 The Arbitrator shall not have any power to alter, modify or amend any of the provisions of this Agreement or to substitute new provisions for existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to adjudicate any matter not specifically referred to the Arbitrator.
- 16.05 At any hearing held throughout these arbitration procedures the Association and the Company shall have the right to be represented before the Arbitrator by any person(s) whom they may choose or designate.
- 16.06 The Association and the Company shall be given every opportunity to present evidence, make representations and present, examine and cross examine witnesses.
- 16.07 The Arbitrator shall make every effort to render a decision with the minimum of delay, but in no case more than thirty (30) calendar days from the date of final hearing.
- 16.08 An Arbitrator, constituted under the provisions of this Agreement, may dispose of any discharge or disciplinary grievance in a manner considered just or equitable under the circumstances, but shall not have the authority to deprive a reinstated employee of any of such employee's attained seniority.

Article 17 - EMPLOYEE BENEFITS AND PENSION

17.01 Sick Leave

- 17.01.01 A sick day shall mean the period of scheduled working days during which an employee is unable to report for duty as a result of sickness or injury while off-duty and during which period he is paid as outlined herein.
- 17.01.02 Employees will be credited on the first day of each month of active employment with eight (8) hours sick leave with pay.
- 17.01.03 Employees can carry forward their unused sick leave to the next year up to a maximum sick bank of 192 hours.
- 17.01.04 An employee is not eligible for sick days in cases where the Company's weekly indemnity, long-term disability, workers' compensation plan or automobile accident insurance plans apply.
- 17.01.05 The sick leave bank will be deducted by the corresponding number of hours for each workday, or portion thereof, that an employee is off sick. Payment of any sick leave may require substantiation if required by the Company.

17.02 Benefits

- 17.02.01 Employees will be eligible for coverage in a group insurance plan arranged by the Company. The cost of the plan premiums will be shared equally by the employee and the Company. The group insurance plan shall consist of the following benefits:
- (a) Life Insurance
 - (b) Dependent Life Insurance
 - (c) Accidental Death and Dismemberment
 - (d) Dental Insurance
 - (e) Health Insurance
 - (f) Short Term/Long Term Disability
- 17.02.02 Any benefit and/or insurance provided through the group insurance plan shall be as more particularly described and set forth in the respective policies of insurance and benefit plan documents. The specific application and administration of all insurance benefits, and all matters with respect to the group insurance plan, shall be governed by the terms of the contract or contracts with the insurance carrier or carriers.
- 17.02.03 In the event of a dispute between an employee and an insurer or carrier concerning the payment of benefits under any such policies or plans, the Company will, if requested by an employee, discuss the matter with the insurer or carrier, as the case may be, in an attempt to adjust or settle the dispute.
- 17.02.04 The Company reserves the right to secure coverage with an alternate insurer(s) or under an alternate plan(s) provided the benefits are comparable. In such cases the Company will provide notice to the Association thirty (30) days in advance of such change to the plan(s) and will meet with the Association if requested, to provide information concerning the changes and their effects upon the employees.

In the event that it is necessary to reduce plan coverage, the Company will meet with the Association to mutually agree upon such reduction.

17.02.05 The Company will provide to the Association a copy of the applicable employee benefit plans.

17.03 Pension / Group RRSP

17.03.01 It is agreed that new hire employees will not be eligible to participate in the pension plan during the first 12 months of employment. Following 12 months of service, employees covered by the Collective Agreement will be eligible for participation in a Registered Retirement Savings Plan as arranged by the Company and hereinafter referred to as the "Plan" and subject to the terms and conditions of the Plan.

17.03.02 Participation in the Plan by employees is voluntary. Contributions will be matched by the Company up to five (5%) percent of basic wages. In January 2015, Dispatchers who have 11 years of service or greater will receive contributions matched by the Company up to six (6%) percent of basic wages.

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

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

17.03.04 In the event of either occurrence as outlined above in points 17.03.3 a) or 17.03.3 b), the Company will provide written notice to the Association sixty (60) days prior to the intended introduction. Following the provisions of notice, the Company will meet with the Association so as to obtain Association input regarding the application and administration of the Plan. The Pension Plan shall be deemed to be in lieu of the Registered Retirement Savings Plan and shall not have the effect of decreasing the Company's funding obligation or decreasing the current level of benefits provided.

Article 18 - TRAVELLING EXPENSES

- 18.01 Traveling expenses for Company business away from base shall be in accordance with the Company policy except as noted below:
- 18.02 Employees shall be paid expenses for meal per diems without receipts while traveling on Company business (excluding Alternate System Operations Control Centre (ASOCC)) at the following rates:

PERIOD	DUTY TIME	PER DIEM AMOUNT
		July 1, 2015
BREAKFAST	0600-0859	\$10.20
LUNCH	1100-1359	\$13.26
DINNER	1700-1959	\$23.46
SNACK	2000-0500	\$4.08
INCIDENTAL EXPENSES		\$6.12
DAILY TOTAL		\$57.12

- 18.02.01 The above amounts will increase by 2% each succeeding year.
- 18.03 Incidental expenses shall be applied whenever either a breakfast, lunch, dinner, or snack is claimed.
- 18.04 Duty time shall be considered time away from base.
- 18.05 Base shall be defined as the Dispatcher's Primary System Operations Control Centre Location.
- 18.06 When an employee is required to report to work at a location other than base, the following calculation shall apply:
- 18.06.01 Distance traveled between Dispatcher's residence and base.
- 18.06.02 Distance between the Dispatcher's residence and alternate work location.
- 18.06.03 The employee may claim any difference of (b) minus (a) at \$0.42/km. Differences of less than 5km may not be claimed.

Article 19 - GENERAL

19.01 Copies of Agreement

The Company shall provide each CALDA employee with a printed copy of this agreement within ninety (90) days of its ratification. The agreement will be made available in Canada's two (2) official languages in accordance with Company policy. In the case where there are two versions of the agreement and they are at variance, the version in the language it was negotiated will prevail.

19.02 Orders of Employees

19.02.01 All orders in writing to an employee involving a change in location, assignment, promotion, demotion, dismissal, layoff, disciplinary action and leave of absence shall be stated in writing in either official language in accordance with Company policy.

19.03 Special Provisions for Review and Amendment of this Agreement

19.03.01 Parts of the Agreement which become contrary to the provisions of the Canada Labor Code, as applicable to the Company, shall be resolved between the parties.

19.04 Check-off of Association Dues

19.04.01 Deductions

- a) Upon written direction from the Association the Company shall deduct for each pay period, as per the Company's designated payroll periods, from wages due and payable to each employee, such sum as may be uniformly assessed by the Association subject to the conditions set forth herein.
- b) The amount to be deducted shall be equivalent to the regular dues payment of the Association and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of Agreement excepting to conform with a change in the amount of regular dues of the Association in accordance with its' Constitutional provisions.
- c) Deductions shall commence on payroll for the first period of the calendar month, following completion of thirty (30) calendar days after date of employment in a position covered by this Agreement, but in no case shall deductions commence earlier than the payroll for the first pay period of the calendar month following completion of thirty (30) days after date of last entry into the Company.
- d) If the wages of an employee payable on the payroll for the first pay period of any month are insufficient to permit the deduction of a full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not carry forward and deduct from any subsequent wages the dues not deducted in an earlier month, when the employee did not have sufficient wages payable to him on the designated payroll.
- e) Only payroll deductions now and hereafter required by law, deduction of moneys due or owing the Company and deductions for provident funds shall be made from

wages prior to the deduction of dues.

- f) The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Association, as may be mutually agreed by the Association and the Company, not later than thirty (30) calendar days following the pay period in which deductions are made.
- g) The Company shall not be responsible financially or otherwise, either to the Association or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittance. However, in any instance when such an error has occurred in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Association, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate as the time it remits the amounts payable to the Association.
- h) In the event of any action of law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to this Agreement, both parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that if, at the request of the Association, counsel fees are incurred, these shall be borne by the Association. Save as aforesaid, the Association shall indemnify and save harmless the Company from any losses, damages, cost liability or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.

19.04.02 Membership

- a) Membership in the Association shall be available to any employee eligible under the Constitution of the Association on payment of the initiation or reinstatement fees uniformly required of all other such applicants by Association.
- b) Membership in the Association shall not be denied for reason of race, national origin, color, or religion.

19.05 Reorganization of Corporate Structure

19.05.02 In the event of a change of ownership of the Company, merger with another Company, or any other change in corporate identity, this Agreement will remain in full force and effect and the recognition then in effect, issued by the Canada Industrial Relations Board shall not be affected in any way, unless otherwise governed or directed by the Board. The Company further agrees to enter in to negotiations with the Association relative to protection of the employee's seniority and other conditions of the Agreement. Failing settlement, provisions of the Canada Labor Code will apply.

19.06 Contracting Out

19.06.02 The Company shall not contract out bargaining unit work except by mutual agreement between the Association and the Company.

19.07 Saving Clause

- 19.07.02 Where the provisions of this Agreement are at a variance with the Company regulations, the former shall take precedence. Should any part or provision of this Agreement be rendered invalid by reason of an existing or subsequently enacted legislation by the Government of Canada; such invalidation of any part or provision(s) of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

19.08 Jury Duty / Witness Duty

- 19.08.01 CALDA members will be governed as per company policy with regards to jury/witness duty. Employees once released from jury duty will resume their shift rotation after the appropriate rest period as indicated in Article 2.12.

19.09 Employees ID Cards

- 19.09.01 Employees shall be provided, at the Company's expense, a company employee identity card. Replacement cards shall be in accordance with Company policy.
- 19.09.02 In the event that a passport or visa is required for a dispatcher to perform his duties, the cost of procuring passports and/or visas and other travel related incidentals, shall be borne by the company. The company will facilitate the necessary documentation for passports and visas.

19.10 Personal Files

- 19.10.01 The Company may maintain only one Technical file and one Personal file containing documentation for each employee. In accordance with the Access to Information Act, such files shall be made available to the employee for perusal upon reasonable notice during normal office hours.
- 19.10.02 A CALDA member shall be advised of any material of a critical or unfavorable nature at the time such material is placed on his personal/Technical file. Except in the case where the correspondence is related to Technical competency, letters of reprimand placed on a CALDA members personnel file will be removed from his/her file twenty-four (24) months following the date of insertion, provided there has been no further disciplinary action on a related matter in that period.

19.11 Missing and Internment.

- 19.11.01 An employee who, while engaged in the course of his duties for the Company, is reported interned, captured or held prisoner or hostage, or is missing under any of these assumed circumstances, shall be allowed compensation at his regular salary applicable at the time he became missing, captured or held prisoner or hostage.

19.12 Human Rights

- 19.12.01 Neither the Company nor the Association will discriminate in any manner against any employee because of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, or conviction for an

offence for which a pardon has been granted, all of which are subject to the exceptions provided under the Canadian Human Rights Act.

19.12.02 No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company because of membership in or lawful activity on behalf of the Association.

19.12.03 The Association and Company recognize the right of all employees to employment free of harassment. All matters concerning harassment will be dealt with in a confidential manner in accordance with Company policy.

19.13 Time Charges for Association Activities

19.13.01 The Company will pay for time lost from duty by the following officers and/or members of the Association when involved in the following activities relating exclusively to Jazz Air LP

19.13.02 One (1) Director, when required, for CALDA conventions of not more than three (3) days, once every year. The Association shall be responsible for the payment of such coverage.

19.13.03 Local Council Chairperson and one (1) additional representative (the requirement for the additional representative to be mutually agreed upon) and will not suffer any loss of pay when required to attend a meeting at the company's request (including any time required for deadhead travel purposes). CALDA representatives required to attend a meeting at the company's request on their day off will be paid at the applicable overtime rate.

19.13.04 When a CALDA officer attends a meeting representing an Association member, it will not be at company expense. In the event that the meeting occurs while the CALDA officer is on duty, the company shall be responsible for coverage.

19.13.05 Local Council Chairperson and one (1) additional representative will be released with pay on days they are scheduled to work while in direct negotiations with the Company.

19.13.06 CALDA representatives who attend negotiations on their days off will be granted a day off in lieu. Days in lieu will be mutually agreed upon prior to negotiation dates. The combination of negotiation days and work days will not exceed eight (8) consecutive days without a day off.

19.13.07 Administrative costs for negotiations (meeting rooms, etc.) to be shared on a 50/50 basis between the Association and the Company.

19.13.08 When a CALDA representative is attending contract negotiations during their seven (7) day vacation period they will be permitted to re-schedule said vacation subject to operational requirements.

19.14 Technological Change

19.14.01 The Company and the Association agree that in the event of technological change the Canada Labour Code provisions pertaining to technological change will apply.

The Company further agrees to notify and meet with the Association, as soon as possible, if requested to do so, to discuss any substantive technological change to Company operations which directly affect classifications covered by this Agreement.

19.15 Paycheque Errors

19.15.01 Should there be an error by the Company or its agent which results in a shortage in an employee's pay cheque in the amount of one hundred dollars (\$100) or more, such error shall be rectified and paid within three (3) working days upon receipt of notice of such error. Should the error be less than one hundred dollars (\$100), such error shall be rectified and paid to the employee on the next regular pay cheque.

19.16 Employment Insurance Premium Rebate

19.16.01 If Jazz Air LP is granted an EI premium reduction, the employee's portion of this reduction will be allocated to the Employee Assistance Program with any excess applied to the Company's Pension Plan.

Article 20 - DATA RECORDINGS

20.01 For the purposes of this section, the term “Data Recordings” shall include:

- a) Cockpit Voice Recorders (CVRs)
- b) Flight Data Recorders (FDRs)
- c) Aircraft Communication Addressing and Reporting System (ACARS)
- d) Sabre and Sabre Archives
- e) Telephone Recordings

20.02

- a) Information collected from Data Recordings will only be accessed in the event that an investigation is initiated due to the receipt of independent evidence which provides cause (a reason put forth that is not arbitrary nor irrational and that creates sufficient justification for said access). If information collected from Data Recordings reviewed in the course of one investigation discloses the basis for a separate investigation, it may be used for that purpose.
- b) Information collected from Data Recordings will be one element which management considers during the course of an investigation prior to any determination being made with respect to the evidence provided.

20.03 Except where such disclosure or usage is required by law, or where the company has cause as per point 20.02 above, the Company shall not use or disclose data or other information obtained from any type of data recorder for any purpose except for incident or accident investigation.

20.04 The parties recognize that information from Data Recordings can be used to enhance flight safety and offer economic savings as well as to provide relevant information to assist in accident reconstruction. However, the Company shall not use information obtained from Data Recordings:

- a) To monitor individual Flight Dispatcher judgment, ability, performance or technique in exercising Operational Control. This does not preclude the use of de-identified information in the interest of flight safety and in accordance with the Corporate Safety & Quality policy on the use of recordings in a manner mutually agreeable to the Company and the Association. This does not preclude the Chief Dispatchers from accessing information required in the performance of their duties while overseeing the workforce.
- b) In any civil, administrative, penal, criminal, disciplinary or discharge action proceedings of any kind against any Flight Dispatcher or for the development of information leading to such proceedings without cause as per above.
- c) As a means of seeking out information for use in any disciplinary, suspension, discharge or termination action to be taken by the Company. However, data from such equipment may be used in such proceedings related to accidents or incidents to corroborate information obtained from another source. Only data pertinent to the specific information obtained from such other source may be used.

20.05 Flight Dispatchers shall be entitled to the protection of any rights and entitlements set out in the Aeronautics Act, the Personal Information Protection and Electronic Documents Act and Canadian Transportation Accident Investigation and Safety Board Act.

- 20.06 The Company shall not release any data or other factual information obtained from Data Recordings to either the general public or any news media without prior approval of the association and the Flight Dispatcher(s) (or his Representative(s)).
- 20.07 The Company shall not implement any program to read routinely recorded or archived information from Data Recordings without the consent of the Association.
- 20.08 The Company shall use its best efforts to ensure the security of all data or other information obtained from Data Recordings against unauthorized removal and/or playback.
- 20.09 Where any Data Recording is to be analyzed for the purpose of an investigation, the Company shall immediately advise the Association and all Flight Dispatchers involved.
- 20.10 In the event of an incident or accident investigation, the use of data or other information from any Data Recording shall be governed by the Corporate Safety & Quality policy regarding the use of recordings.

Article 21 - OBSERVERS AND MONITORING

- 21.01 Flight Dispatchers retain the right to refuse observers at all times, with the following exceptions:
- a) Transport Canada Air Carrier Inspector (ACI)
 - b) Jazz Company Check Dispatcher (CCD) on inspection or monitoring duties
- 21.02 Observers shall not be permitted in a dispatch work quad while a Flight Dispatcher is undergoing a Competency Check.
- 21.03 For the purpose of this section the following are the systems which enable a Dispatcher to exercise Operational Control. Therefore, the term “Jazz Operational Control Systems” shall include:
- a) SABRE Dispatch Monitor
 - b) Aerodata
 - c) Aircraft Communication Addressing and Reporting System (ACARS including the SQL Client)
 - d) VHF radio
 - e) Telephone
- 21.04 For the purpose of this section, the term “Monitoring” shall mean viewing, listening or surveillance of Jazz Operational Control Systems from a remote location.
- 21.05 The Company, shall not Monitor Jazz Operational Control Systems;
- a) For the purpose of monitoring individual Flight Dispatcher judgment, ability, performance or technique in exercising Operation Control.
 - b) As a means of seeking out information for use in any disciplinary, suspension, discharge or termination action to be taken by the Company.
 - c) Chief Dispatchers can access information required in the performance of their duties while overseeing the workforce.
- 21.06 For the purposes of compliance with company required internal audits or other legislative requirements, Sabre and Sabre Archives can be accessed by Manager, Flight Dispatch and Chief Dispatchers in accordance with 20.04 a).

Article 22 - HEALTH AND SAFETY

22.01 The Company, the Association and the employees agree to promote work practices which will ensure the health and safety of all employees.

22.02 Health and Safety Committee

22.02.01 The Company, the Association and the employees recognize the respective obligations pursuant to the Canada Labour Code - Part II Occupational Safety and Health.

22.02.02 A Joint Health and Safety Committee shall be formed. The Committee shall meet on a regular basis at least, as required by law, and as mutually agreed to examine operations from the standpoint of safety.

22.02.03 The Company shall post and keep posted in a conspicuous place or places where it is likely to come to the attention of the employees, the name of the Health and Safety representatives.

Article 23 - TRAINING AND RETRAINING

- 23.01 It is understood that all Flight Dispatchers are required to maintain a minimum level of proficiency, on their own initiative, to ensure that they are capable of exercising operational control at all times.
- 23.01.01 The company shall be responsible to provide classroom training or individual instruction prior to the implementation of a new policy, procedure or technology that requires a significant addition or change to current Dispatch practices. Dispatchers shall receive the training or instruction prior to the implementation of the change or prior to the next scheduled shift after implementation, whichever occurs first.
- 23.01.02 Familiarization flight training is intended to provide awareness and knowledge of all route segments within the Company's current flying schedule. The company shall be responsible to schedule Dispatchers for familiarization flights that include airports in mountainous terrain, high density airports, long haul, and all fleet types. The Company shall endeavor to provide the familiarization flight schedule within a three year cycle. Familiarization flights may be supplemented with Line Oriented Flight Training (LOFT).
- 23.02 A Flight Dispatcher will be given forty-eight (48) hours' notice of all Competency Checks, which are conducted by a Transport Canada Company authorized person. The Flight Dispatcher may waive this notice. The notice requirement does not apply in the case of the reassignment of a previously scheduled check.
- 23.03 Failure to Qualify – General
- 23.03.01 The term "failure to qualify" shall mean: failure to receive a recommendation for a Competency Check after completion of the full training syllabus (as per 23.05), or failure of the Competency Check after receiving said training and recommendation (as per 23.05), or failure to pass other written exams following the approved preparatory course of study (as per 23.06).
- 23.03.02 When any Flight Dispatcher has failed to qualify, the Company shall advise a representative of the Association by telephone or the most expeditious manner available.
- 23.03.03 The Company, following an examination of the reason(s) for the failure and discussion with the Flight Dispatcher involved, shall establish the scheduling of any subsequent training after a failure. A representative of the Association will be present during the discussions with the Flight Dispatcher.
- 23.04 Failure to Qualify – Competency Checks
- 23.04.01 This Section shall apply to a Flight Dispatcher who is undergoing a Competency Check program for the purpose of obtaining, maintaining or renewing his Certificate.
- 23.04.02 A Flight Dispatcher who fails to qualify shall be subject to the following:
- a) He shall be given further instruction in accordance with the Transport Canada

approved training syllabus in the subject matter that constituted the failure, followed by a Competency Check

- b) If the Flight Dispatcher fails the second Competency Check, he shall be given further instruction in accordance with the Transport Canada approved training syllabus in the subject matter that constituted the failure, followed a Competency Check.
- c) If the Flight Dispatcher fails the third Competency Check he may have his employment terminated at the option of the Company.

23.05 Failure to Qualify – Written Examinations

23.05.01 This Section shall apply to a Flight Dispatcher that is undergoing Transport Canada approved training for the purpose of obtaining, maintaining or renewing his Certificate.

23.05.02 A Flight Dispatcher who fails to qualify on a written exam shall be subject to the following:

- a) He shall be given further instruction in accordance with the Transport Canada approved training syllabus in the subject matter that constituted the failure, followed by the appropriate exam.
- b) If the Flight Dispatcher fails the second exam he shall be given further instruction in accordance with the Transport Canada approved training syllabus in the subject matter that constituted the failure, followed by the appropriate exam.
- c) If the Flight Dispatcher fails the third exam he may have his employment terminated at the option of the Company

23.06 Re-qualification Training

23.06.01 Where a previously qualified Flight Dispatcher has not actively dispatched for a period in excess of ninety (90) days, that Flight Dispatcher shall pass a Dispatcher competency check prior to exercising Operational Control or Flight Watch duties as a Flight Dispatcher.

23.06.02 Where a previously qualified Flight Dispatcher has not actively dispatched for a period in excess of twelve (12) months, that Flight Dispatcher shall undergo a course of refresher training that will include recurrent training, any generic training considered appropriate, a period of OJT considered to be appropriate and cockpit familiarization training. Re-qualification training shall be followed by a Dispatcher Competency Check.

23.06.03 As outlined in M.O.S. Collective agreement #2 – the procedure established for pre desk check training is as follows;

- a) 3 weeks prior to month of Desk Check the dispatcher may request pre desk check training package.
- b) A non-remunerated homework package will be given to the dispatcher to complete in a timely manner.

- c) The Chief Dispatch Training, or his designate, will correct and discuss with the effected Flight Dispatcher the result.
- d) If further training is required it will be at the discretion of the Chief Dispatch Training and the affected dispatcher.

Article 24 - TRAINING BANK

- 24.01 All Dispatch employees shall have a Training Bank into which time will be placed that is accumulated while in attendance at a Training event. Such time shall be used for recurrent training, refresher training, DRM, winter ops, familiarization flights, LOFT and other training mutually agreeable to the Company and the Association. A maximum of 24 hours within this bank may be carried over to subsequent calendar years.
- 24.02 The method to determine the amount of time to be placed in the Dispatch Training Bank will be determined as follows:
- 24.02.01 The scheduled, or greater, length of the training day will be compared to the Dispatchers displaced shift length.
- 24.02.02 The difference between the two in ".01" above will be added or subtracted from the amount of time placed in the Training Bank.
- 24.03 In the event that a Dispatcher resigns, or is laid-off, hours accumulated in the Training Bank shall be deducted from their final pay. Dispatchers shall have the option to work off the remaining bank time or have it equalized with payment from another bank.

Article 25 - LEGAL

25.01 Defense

25.01.01 The Company agrees to defend all CALDA employees and their estates in any legal actions, (including the use of legal counsel) arising in connection with the performance of their duties, and to protect them and hold them harmless from any judgment rendered thereunder, save in the case of gross negligence or willful misconduct.

25.02 Estate Settlement

25.02.01 Any payment that may be due the estate, and not a named beneficiary of the employee under this Agreement, may be made by the Company, by payment to such person as may furnish the Company with a court certificate, evidencing his appointment as legal representative of the estate, and the receipt by such person of such payment shall release the Company of any further obligation to the estate of any other person with respect to such payment.

Article 26 - RENEWAL AND TERMINATION of AGREEMENT

- 26.01 This agreement shall become effective on the date of ratification and will continue in full force and effect until midnight on June 30, 2018.
- 26.02 Collective Agreement: Terms:
a) CA#4 July 01, 2018 – June 30, 2021
b) CA#5 July 01, 2021 – December 31, 2025
- 26.03 All provisions of the Canada Labour Code shall apply however there shall be no Strike or Lockout until December 31st, 2025.
- 26.04 Either party may serve notice to bargain within 120 days prior to the expiry by providing notice. (Open period). The parties shall agree on a date(s) to meet in good faith and make every reasonable effort to negotiate in relation to the changes sought by the parties.
- 26.05 If 90 days after the commencement of negotiations the parties have failed to reach an agreement on any or all items, either party may refer the outstanding items to the mediation-arbitration process set out below.
- 26.06 The mediation/interest arbitration shall be before a mediator-arbitrator of the parties choosing, as per Article 14 (GRIEVANCE PROCEDURES).
- 26.07 If the parties cannot agree on a mediator-arbitrator within 30 days of the referral to mediation-arbitration being received by the other party, then either party may request that the Federal Mediation and Conciliation Service make the selection, which selection shall be binding on the parties.
- 26.08 If after 15 days of mediation (a “day of mediation” being a day during which the mediator meets, at any time and for any duration, with both of the parties), the parties have failed to reach a comprehensive agreement, either may refer a maximum of 6 items each to the mediator-arbitrator for final and binding determination in lieu of strike or lockout (“Interest Arbitration Items”). Any unresolved item that is not an Interest Arbitration Item shall remain unrevised.
- 26.09 Except that the following are excluded as permissible Interest Arbitration Items:
- 26.09.01 Rates of Pay
26.09.02 PENSION
26.09.03 SCOPE
26.09.04 DURATION
26.09.05 Any monetary items subject to the agreed 2% escalation.
- 26.10 The mediator-arbitrator shall have all of the powers and authority of an arbitrator pursuant to section 60 of the Canada Labour Code. For greater clarity, the arbitrator’s jurisdiction in issuing an interest award shall be limited to and consistent with this section, and shall be compliant with paragraph 12 below.
- 26.10.01 In rendering a decision about an Interest Arbitration Item, the mediator-arbitrator shall have regard to the following:
(a) the replication principle;

- (b) the terms and conditions of employment of comparable unionized employees;
- (c) the impact on the Company, including, without limitation, the cost impact;
- (d) any other factor that the arbitrator considers relevant.

- 26.11 The arbitrator shall also consider the total cost of the package and its impact on total compensation. Specifically, in no event shall the mediator-arbitrator issue an award pursuant to the arbitration contemplated in this Memorandum that increases the total cost of the Company's obligations under the revised Collective Agreements, ending December 31st, 2025.
- 26.12 The Collective Agreement shall come into effect on July 1st, of each applicable year, notwithstanding that negotiation, mediation or arbitration as provided for herein may still be in progress.
- 26.13 Once negotiations, mediation and/or arbitration have been completed, any change that has been agreed or awarded shall be made to the provisions of the Collective Agreement in effect and the terms of the agreement shall thereby be finalized.
- 26.14 Any agreement that is reached after July 01st, of each applicable year shall be retroactive to July 1st.
- 26.15 Any terms awarded by the Arbitrator shall be included in the Collective Agreement.
- 26.16 The mediator-arbitrator shall determine his or her own procedure and shall issue a decision on the Interest Arbitration Items within 90 days of the referral to arbitration.
- 26.02 This agreement shall remain binding upon the parties year to year thereafter unless notification of termination of the agreement, or of intended change to the agreement is served in writing by either party, such notification to be served no later than within ninety (90) days prior to the expiry date. In the event that such notice is given, the agreement will remain in full force and effect until the requirements of Section 89 (1) (a) to (d) of the Canada Labour Code have been met.

IN WITNESS WHEREOF the parties hereto have signed this agreement on this _____ day of _____, 2015.

FOR JAZZ AVIATION LP

FOR CALDA

Phil Majerle
Director, System Operations Control

Sharon Warecki
Chair, CALDA

Suzanne Asseff
Manager, Labour Relations

Lisa Malcolm
Vice Chair, CALDA

Trevor Moss
Manager, Flight Dispatch

Clare Goodine
Vice President, CALDA National

Russell Williams
President, CALDA National

Letter of Understanding #1

RE: Operations duty Manager Position

Between Jazz Air LP

And

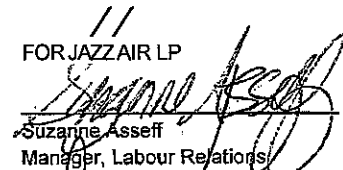
The Canadian Airline Dispatchers Association


- 1.0 The purpose of this letter of understanding is to allow any member of CALDA who is awarded the position of Operations Duty Manager (ODM), which is outside of the scope of the current collective agreement, to maintain their CALDA seniority number, as described in the Flight Dispatch Manual.
- 2.0 The parties agree that if a member of CALDA is offered and accepts a position as ODM that they will maintain and continue to accrue seniority within the CALDA collective agreement. It is understood that while occupying the above mentioned management position the CALDA member will not be governed, in any way, by the CALDA Collective Agreement. The Company will deduct Union dues from the ODMs and submit them to CALDA as per the current practice with Dispatchers. The ODMs will also, if they so elect, continue in the CALDA pension plan.
- 3.0 The QOM will maintain dispatch currency through shift displacement. This shall be accomplished by the QOM displacing a Flight Dispatcher and giving at least twenty four (24) hours notice to this Dispatcher. The company will make every effort to displace the shift in its entirety. There shall be no loss of pay to the affected Dispatcher. The displaced Dispatcher must remain as an extra in the schedule and not used to fill in for any absence unless the overtime list is exhausted. If mutually agreed, the displaced Dispatcher will work and the applicable overtime rate shall apply.
- 4.0 It is not the intent of the Company to use ODMs to work Dispatch overtime shifts. However, if all other options have been exhausted, or during unforeseen circumstances, an ODM may be used to cover an OT shift, if mutually agreed to by the Association. Following this event, and upon request from the Union, the company will furnish to the union proof that all other means of shift coverage were exhausted prior to the ODM being assigned to OT in this manner. Except for the foregoing, the ODM will not perform bargaining unit work under any circumstances, and there shall be no loss of earnings or opportunities for earnings of any Dispatcher as a result of the ODM performing any bargaining unit work.
- 5.0 In addition, the ODM will attend annual recurrent training and undergo dispatch Competency Checks. The ODMs will only perform these duties to maintain their competency as Flight Dispatchers.
- 6.0 There are times that relief coverage will be required in the ODM position. Relief coverage will be accomplished through a "relief" Operations Duty Manager. The "relief" ODM will be covered by the same conditions as an ODM while performing the duties of this position.
- 7.0 In the event SOC is operating without ODM coverage, the following conditions shall apply:
 - 7.1 The overriding authority for the disposition of any flight "in operation" shall reside with the pilot-in-command and the controlling Flight Dispatcher.
 - 7.2 Members of the Strategic Planning Team shall make every effort to resolve all disagreements pertaining to a strategic plan of operations. The governing factors will be considered in the following order:
 1. Safety
 2. Legality
 3. Passenger Service/Comfort
 4. Schedule Integrity
 5. Efficiency/Economic Viability
 6. Company Policies & Procedures

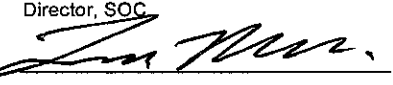
- 8.0 In the event that an irreconcilable difference occurs, the overriding authority shall be delegated to the party whose area of expertise is best able to assess the constraint. For clarity:
- 8.1 The CDD/ATC Coordinator has authority for all decisions related to operational issues_ (including, but not limited to: weather, air traffic control, performance, MEL, safety and regulatory compliance).
- 8.2 The PUM has authority for all decisions related to commercial operations (including but not limited to: flight delays for passenger connections, aircraft swaps, and priority flights) not impacted by operational constraints.
- 9.0 Should the ODM leave this management position and revert back to a position covered under the scope of this collective agreement, they may do so by exercising their seniority as per article 8.04.
- 10.0 The maximum one-year provision in 8.04 will not apply. A minimum ninety (90) days written notice will be required to CALDA in the event that subsequent layoffs occur due to the ODM exercising their right of return.
- 11.0 Once signed, this LOU will form part of the CALDA Collective Agreement #2, currently in place. Also, unless specifically addressed in this LOU, all other provisions of the Collective Agreement will remain in full force and effect.
- 12.0 At no time will the ODMs work as dispatchers if there is a labour dispute between the company and CALDA. If this is done their entitlement to remain on the seniority list and return to CALDA will be relinquished.
- 13.0 This LOU may be cancelled by either party providing that written notice is served a minimum of 90 days in advance unless otherwise agreed to by the Manager, Flight Dispatch and Local Council chairperson.
- 14.0 The ODM will not have direct contact with the dispatcher regarding issues of Operational Control. All contact must be through the Chief Duty Dispatcher.
- 15.0 Nothing in this LOU implies that the ODM can interfere with Operational Control as exercised by the Dispatcher under CASS 725.20.
- 16.0 The creation of this ODM position will not result in a decrease in the Chief Duty Dispatcher positions or Air Traffic Control positions.
- 17.0 Operations Duty Managers shall meet all the certification requirements of a Flight Dispatcher.

Singed this 30th day of June, 2010

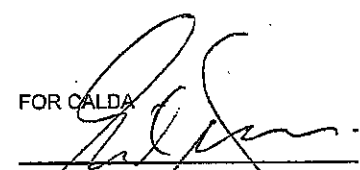
FOR JAZZ AIR LP


Suzanne Asseff
Manager, Labour Relations

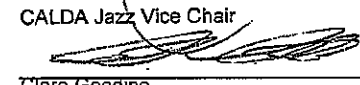

Mike MacKinnon
Director, SOC


Trevor Moss,
Manager, Flight Dispatch

FOR CALDA


Erik Jensen
CALDA Jazz Chair


Martin Kottbauer
CALDA Jazz Vice Chair


Clare Goodine
Vice President, CALDA National