MEMORANDUM OF AGREEMENT

BETWEEN:

Air Canada Pilots' Association ("ACPA" or the "Union")

-and-

Air Canada (the "Company")

WHEREAS the collective Agreement between the Company and ACPA (the "Parties") expires on June 30, 2009 (the "Collective Agreement");

WHEREAS the Parties acknowledge the need for the Company to access additional funds to improve its liquidity situation at the present time;

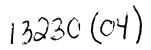
WHEREAS the Parties understand the importance of the Company securing the investment of capital and the importance of labour stability to obtaining that investment;

WHEREAS the Parties recognize that obtaining additional funds and investment is important to avoid filing under the Companies' Creditors Arrangement Act or the Bankruptey and Insolvency Act or similar proceedings and the desirability of doing so;

NOW THEREFORE the parties have agreed as follows:

- 1. Subject only to the modifications set out in Appendix A attached hereto, the Collective Agreement is renewed effective July 1, 2009, until March 31, 2011 (the "Renewal Period"). The Union shall be entitled to negotiate the provisions of Appendix "A" subject to the following conditions:
 - All modifications must be in the aggregate cost neutral (i.e. costs net of applicable of(sets);
 - b. All modifications must be agreed by 11:59pm on June 15, 2009 failing which any outstanding disputes will be resolved by final and binding decision of Hon, James Farley on Tuesday June 16, 2009 by 4:00pm. In the event of such dispute, the parties shall advise Hon. James Farley of any pertinent information they wish him to consider regarding the costs of any items in dispute by noon on June 16, 2009 and shall thereafter be available to answer questions.
- 2. For greater certainty, during the Renewal Period, neither party shall have the right to strike or lockout, as per the Canada Labour Code.

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- For further certainty, during the Renewal Period there shall be no changes to the terms and conditions of the Collective Agreement including, without limitation.
 (i) no wage rate increases, (ii) no changes to pension benefit levels, nor (iii) any changes to group insurance coverage or benefits.
- 4. Upon this Memorandum of Agreement coming into force, the provisions set out in Appendix B attached hereto, the "Pension Memorandum of Understanding" shall also come into force.
- 5. In the event that the Company becomes subject to the Companies' Creditors
 Arrangement Act or the Bankruptcy and Insolvency Act or similar proceedings,
 while the Pension Memorandum of Understanding signed by ACPA is in effect,
 section 19 of the Pension Memorandum of Understanding shall apply, and
 whether the Pension Memorandum of Understanding is in effect or not, there shall
 be no amendments to the Collective Agreement except on consent of the parties.
- 6. Nothing in paragraph 1 shall preclude either party from attempting to secure, through negotiations for the renewal of the Collective Agreement at the end of the Renewal Period, changes to the Collective Agreement with retroactive effect from the commencement of the Renewal Period.
- 7. If, in negotiating a renewal or extension to a collective agreement expiring in 2009 or during the Renewal Period, any other Air Canada group negotiates an across the board improvement to wage rates, work rules, benefits (including medical, dental and life insurance and sickness and disability benefits) or other compensation to take effect during the Renewal Period, the same improvement will be incorporated in the Collective Agreement, unless it is inapplicable, in which case other improvements of equal proportional value will be granted. This does not apply to any improvement whose cost is intended to be offset by cost reductions or productivity gains negotiated at the same time.
- 8. ACPA will be permitted to review Air Canada's "Five Year Plan" of April 21, 2009, and shall be granted reasonable access to that document, subject to those conducting the review agreeing to the terms of a Non-disclosure Undertaking substantially in the form used for the Union-Management quarterly financial update meetings. Air Canada shall continue to provide quarterly financial updates in accordance with its practice.
- 9. Air Canada agrees that during the Renewal Period it shall not sell its interest in Air Canada Cargo or Air Canada Ground Handling Services, provided this undertaking shall not apply to any sale or other disposition of those businesses pursuant to a lender requirement.
- 10. ACPA will be granted access to a copy of the agreement reached in May 2009 concerning credit card processing financial arrangements, subject to Air Canada

obtaining any consent for such disclosure from the relevant credit card processors, which Air Canada shall use reasonable efforts to obtain and each of ACPA's representatives who access such agreements having executed a Non-disclosure Undertaking acceptable to Air Canada and based on the terms of a Non-disclosure Undertaking substantially in the form used for the Union-Management quarterly financial update meetings.

- 11. This Memorandum of Agreement remains in full force and effect even if the Pension Memorandum of Understanding ceases to have effect.
- 12. This Memorandum of Agreement as a whole will be subject to ratification by ACPA in accordance with its Constitution and By-laws. Both parties commit to recommend and fully endorse the ratification of this Memorandum.
- 13. This Memorandum of Agreement shall not limit the Parties ability to agree to changes to the Collective Agreement and/or the working conditions of the employees represented by ACPA on matters and of the kind they usually consider during the life of a collective agreement and which usually take the form of documents ancillary to the Collective Agreement (such as Memorandums of Understanding, Memorandums of Agreement, Minutes of Settlement and Letters of Understanding) once agreed upon.
- (4) Any dispute arising between the parties regarding the interpretation or application of any provision of this Memorandum of Association (including the Appendixes hereto), shall be subject to final and binding arbitration before Hon, James Farley who shall have sole jurisdiction to establish appropriate procedures including as to costs.

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Signed this 14th day of June_2009 at Toronto.

Air Canada

Per: Kevin Howlett

Sr. Vice-President - Employee Relations

Air Canada Pilots' Association

Paul Smachai

MEC Chair

APPENDIX A

Air Canada and ACPA agree to amend the Collective Agreement as follows:

Article 14.02.01 will read as follows:

A pilot will be paid for recurrent simulator periods (IPF, LOFT, PPC or AQP recurrent training events) and for one (1) day of Annual Recurrent Training (ART) required to maintain aircraft competency. The pilot's block shall receive a two hour and thirty six minute (2:36) credit for each event. The two hour and thirty six minute (2:36) credit shall not be used for flight time limitation purposes nor be part of the minimum guarantee. Any additional training resulting from an unsatisfactory or incomplete assessment related to these recurrent training events shall not attract additional pay.

In addition, when a pilot is required to attend any other special training (Annual Recurrent Training in excess of one (1) day, Introduction to Command Training, new aircraft equipment or revised aircraft procedures briefings, etc.) he will be paid four hours (4:00) at one half 1/2 day, one half (1/2) night pay rates. These credits will not be used for flight time limitation purposes nor be part of the minimum guarantee.

Article 12.08 will read as follows:

For the purpose of deadheading to simulator or ART at another base DC-9 rates of pay are applicable in addition to any minimum monthly guarantee or cap.

Article 17.01.01 shall read as follows:

The Company shall designate any month in the calendar year in which the monthly maximum shall be in the range of seventy (70) to eighty-five (85) hours. This flying may be designated in units of one (1) hour or more up to the maximum of eighty-five (85) hours. The following provisions will apply to the designated months.

Article 17.01.01.03.01 shall read as follows:

17.01.01.03.01

The annual calendar total maximum hours must fall in the range of nine hundred (900:00) to nine hundred ninety-six (996:00) hours for each equipment type and status.

Article 17.04.01.02 shall read as follows:

Layovers longer than sixteen (16) hours off duty will be planned at a suitable downtown location, except by prior mutual agreement between the Company and the Association.

LOU 66 shall be modified as follows:

L66.10 shall be deleted and that paragraph left intentionally blank, to appear as follows in the Collective Agreement:

I.66.10-liffective with this I.QU-and for the duration of this Collective Agreement, the upbid-freeze for an award to a higher-rated position outlined in Article 25.06.05 and I.63.03.04 (30-month freeze) will-not be invoked. Pilots currently captured by an upbid-freeze-to-a higher-rated-position acquired-under-these-provisions will-be released from those freezes-upon-ratification of this LOU.

L66.10 [intentionally left blank]

SR 15.01.02 shall read as follows:

A pilot will be considered drafted when any of the following events occur. A pilot will attract a 50% premium to the drafted flying under the provisions outlined in SR15.06.

Note: Exceptions are flying assigned under the provisions of Article 11.12 (Pay protection).

SR15.06.01 shall be modified as follows:

A draft premium equal to fifty (50) % of the pay hours and credits will be paid (cash cleared) including any applicable THG or DPG when one of the following conditions apply:

Article 14.03.16 shall read as follows:

All PPC/LOE. IFT's, Airborne training and cheeks, and line checks/OEs will be completed by an Air Canada Permanent Management Pilot, Acting Check Pilot (ACP), Contract Check Pilot or Acting Flight Instructor (AFI) qualified on type or a Transport Canada Air Carrier Inspector. When an Air Carrier Inspector is conducting the check, the simulator must be operated by an Air Canada Permanent Management Pilot, Acting Check Pilot (ACP)). Contract Check Pilot or Acting Flight Instructor (AFI) qualified on type, or the designated Captain on an airborne training or check flight must be an Air Canada Permanent Management Pilot, Acting Check Pilot (ACP) or Acting Flight Instructor (AFI) qualified on type.

Contract check pilots must be current or former Air Canada pilots and will be limited to conducting simulator events.

Article 25.02.02 shall read as follows:

25.02.02 CMSC review closing date ranges:

Pilot Position Assignment List XX-01: Jan 1 - Jun 30 Pilot Position Assignment List XX-0X: Jul 1 - Dec 31

(Where XX would indicate year, i.e., 90-01)

Article 25,02,02.01 shall be created as follows:

25.02.02.01 At Company discretion, the CMSC may produce up to two (2) additional CMSC Reviews per year for a total of four (4), at any time during the calendar year; so long as the closing dates between CMSC Reviews is greater than thirty (30) days

Article 11.01 shall read as follows:

A pilot may be removed or displaced from a flight or flights in his block, removed from his monthly assignment and reassigned to another flight or to another block or to reserve duty as outlined below for the purpose of providing relief during irregular operations or as a result of the Company's training requirements. A pilot affected by the provisions of this Article will be returned to his normal assignment as soon as practicable.

Notwithstanding the above, the Company may change the assignment of a First Officer to Augment Pilot and the Augment pilot to First Officer on a given pairing, in order to conduct a check ride or maintain competency on the pilot originally assigned as Augment Pilot.

Notwithstanding the provisions of Articles 11.03 and 11.04, a pilot will not be considered displaced or removed from his flight except when he is legal and in position to operate that flight.

And, Air Canada and ACPA agree to enter into a new Letter of Understanding stating the following:

Letter of Understanding 71

Between Air Canada

And

The Air Canada Pilots' Association

re: B777 Flight Relief Scat

Whereas this LOU is to resolve all outstanding issues concerning the "designated 'J' Class' sent" for crew rest on the B777 in the J-Class cabin.

Whereas the parties agree that the trial period set out in LOU 65.05.02 has been completed and all provisions concerning the trial period will cease to have effect upon the coming into force of this LOU.

Now, therefore:

- The Association agrees that the provisions of LOU65 with regard to its option to
 compensate Air Canada "in the event subsequent to the type-trial, as detailed in
 the double augmentation agreement, ACPA elects to require a "J" class seat in
 the "J" cabin in addition to the two seats in the crew rest facilities on the B777
 and B787" as set out in Arbitrator Teplitsky's Award of October 31, 2005, and
 reproduced at page LOU 65-3 of the collective agreement, will no longer have
 any force or effect and that it will no longer have the option to compensate Air
 Canada in exchange for requiring the provision of the J Class seat designated for
 crew rest on the B777.
- The Association waives all requirements contained in the collective agreement, including the relevant provisions of LOU 65, for the Company to provide a J Class seat designated for crew rest on the B777 for both single and double augmented flights.
- 3. This LOU will take effect July 1, 2009.
- The Association agrees that LOC 41 no longer applies and shall expire July 1, 2009.

Signed this day 14th of June, 2009.		i Defeted:
Air Canada	Air Canada Pilots Association	

Appendix "B"

THIS PENSION MEMORANDUM OF UNDERSTANDING MADE AS OF THE 14 DAY OF JUNE, 2009 (the "PENSION MOU")

AMONG AIR CANADA (the "Company")

AND: AIR CANADA PILOTS ASSOCIATION ("ACPA")

AND CANADIAN AIRLINE DISPATCHERS

ASSOCIATION ("CALDA")

AND NATIONAL AUTOMOBILE, AEROSPACE,

TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 2002

(the "CAW")

AND: CANADIAN UNION OF PUBLIC EMPLOYEES,

AIRLINE DIVISION ("CUPE")

AND: INTERNATIONAL ASSOCIATION OF MACHINISTS AND

AEROSPACE WORKERS (the "IAMAW") (ACPA, the CAW.

CALDA, CUPE and the IAMAW collectively the "Unions")

AND: AIR CANADA PIONAIRS (the "PIONAIRS")

WHEREAS the Company sponsors ten defined benefit registered pension plans (the "Plans");

WHEREAS the parties recognize that an alteration in the level of the Company's pension funding obligations is critical; and

WHEREAS the parties recognize that a reduction in the Company's pension funding obligations is therefore required:

WHEREAS the parties share the objective of preserving accrued pension benefits;

NOW THEREFORE, the Company, the Pionairs and the Unions agree as follows:

- A regulation shall be adopted under the *Pension Benefits Standards Act*, 1985 (the "Special Regulation") stipulating the funding provisions of parts (a) and (b) below.
- (a) 2009-2010
- 2. The Company shall have no obligation for, and shall not remit, any past service contributions to any Plan for a 21-month period. Specifically:
 - (a) subject to paragraph 2(b) below, such non-contribution period shall commence with the special payment that would otherwise be due July 30, 2009 in respect of the second quarter of 2009;
 - (h) on or before August 14, 2009, a retroactive adjustment in respect of the special payment in respect of the first quarter of 2009 will be made, with such adjustment equal to the greater of zero and:

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- (i) the required contribution for the first quarter of 2009, assuming that the Company opts out of the current Air Canada Pension Plan Solvency Deficiency Funding Regulations in 2009 in respect of all remaining Plans and amortizes the solvency deficiency for each Plan emerging in 2008 over 10 years, with such deficiency determined by January 1, 2009 actuarial valuations; less
- the first quarter of 2009 in accordance with the January 1, 2008 actuarial valuations.

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(b) 2011-2013

- 3. The aggregate annual past service contribution in respect of the period from January 1, 2011 to December 31, 2013, with respect to both solvency deficits and going concern unfunded liabilities, for all the Plans combined shall equal the lesser of:
 - (a) \$150 million, \$175 million, and \$225 million in respect of 2011, 2012, and 2013, respectively; and
 - (b) the maximum past service contribution permitted under the Income Tax-

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The first past service contribution after the 21-month non-contribution period will be due April 30, 2011, in respect of the first quarter of 2011.

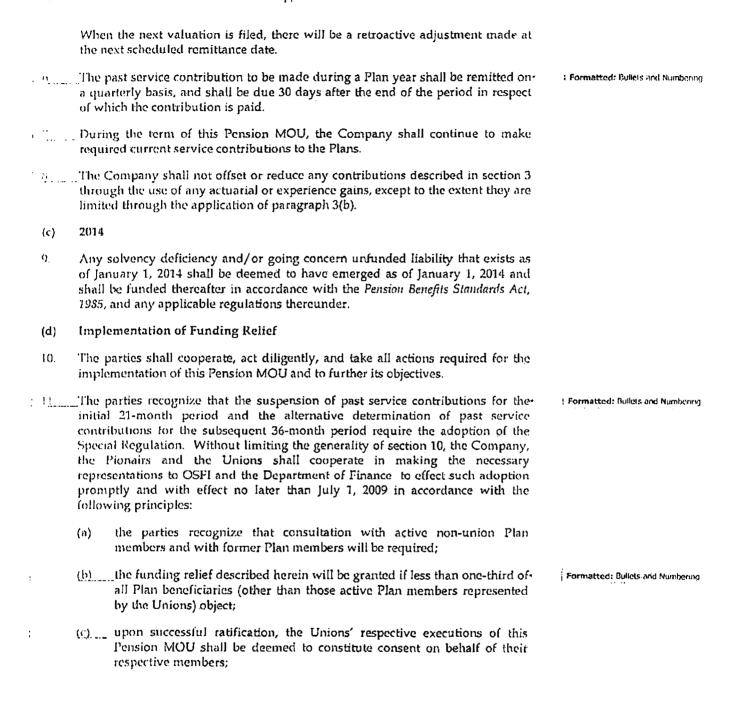
- 4. The past service contribution described in section 3 will be determined on a Planby-Plan basis, with the contribution to a particular Plan being the pro rata share of that Plan's solvency deficit to the aggregate solvency deficit for all the Plans in solvency deficit, all as determined as at January 1 of each year, where such solvency deficit:
 - (a) is determined as the solvency liabilities less the market value or marketrelated value of the Plan, as determined by the Company's actuary; and

(b) shall not be less than zero for any Plan.

For further clarity, should a Plan have a solvency surplus, such Plan shall be excluded from the pro rata allocation of the past service contribution.

The past service contribution to be made to each Plan during a Plan year shall be paid in equal quarterly instalments, except that the past service contribution determined in a valuation will remain in effect until the next valuation is filed.

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as soon as practicable, and in any event prior to execution of the letter of intent referenced in paragraph 13(d), the Company, the Pionairs, and any other interested parties to this agreement shall jointly approach the Government of Canada and the governments of such province(s) as the

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13.

(d)	the Company shall provide all active non-union Plan members and all former Plan members with a short document satisfactory to the relevant parties to this agreement (such acceptance not to be unreasonably withheld) informing such beneficiaries of the highlights of the funding relief proposal, including the potential financial impact and consent process; and	
(e)	the Company requires that the funding relief described herein apply to all the Plans.	
	condition of this Pension MOU, and the Special Regulation shall so le, that there will be no outstanding deemed trust relating to the Plans,	
(a)	if and when any contribution required by the application of this Pension MOU (other than pursuant to section 19) is not remitted to the Plan by the due date described herein;	
(b)	in respect of amounts deducted by the Company from members's remuneration that are not remitted to the Plan when due; or	Formatted: Bullets and Numbering
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This P	ension MOU is also subject to the following conditions:	
(a)	neither the Unions nor OSFI or any other authority having any jurisdiction over these matters shall assert or support the assertion of any deemed trust that might otherwise arise under current law prior to adoption retroactive to July 1, 2009 of the Special Regulation and any amendments to any other PBSA Regulations that may be necessary to give effect hereto. Without limiting the generality of section 10, the Unions shall cooperate with the Company in requesting and obtaining adoption of the Regulation, as well as "comfort" letters, all satisfactory to the Company, to such effect from OSFI and the Department of Finance;	
(b)	the Company and each of the Unions shall enter into a Labour MOU-having a duration of 21 months from the expiry of the last collective agreement;	[‡] Formatted: Bullets and Numbering

- Company shall determine to seek guarantees of the financing described in paragraph 13(d);
- (d) the Company shall have entered into a letter of intent no later than July 15, 2009 for at least \$600 million in new financing (the "Club Loan"), in form and content reasonably satisfactory to the Company;
- (e) ACE Aviation Holdings Inc. shall have committed to subscribe for at least \$100 million of the Club Loan, subject to the Company waiving such requirement in the best interests of the Company;
- (i) Groupe Aeroplan Inc. shall have committed to subscribe for at least \$100-million of the Club Loan, subject to the Company waiving such requirement in the best interests of the Company;
- (g) The Company shall use reasonable efforts to achieve cost savings appropriate in the circumstances:
- (h) The Company recognizes the on-going value of its slots and will use its best efforts to ensure that in any financing as described in this paragraph 13that any collateral not include these slots to any proposed financing entity which is not a Canadian government-related entity (such as the Export Development Corporation) or as the Minister of Finance may permit after receiving representation from any party hereto, such representations to be received by the Minister within two business days of notice of intention to do so (the Parties and the Hon, James Farley to provide address for such notice which may be given by delivery, fax, email, or other appropriate electronic method), with the Minister to consult with the Hon, James Farley to receive his recommendation before determining if such permission is appropriate in the then prevailing circumstances; and
- (!) The authorization of the Company's Board of Directors.
- 14. While a Plan is subject to the funding relief described herein, the Company shall file actuarial reports in respect of such Plan on a basis not less frequently than annually. Actuarial methods and assumptions to be employed shall be at the discretion of each Plan's actuary, within the standards of the Canadian Institute of Actuaries. Subject to execution of a non-disclosure agreement, the Company shall provide prior to the public disclosure thereof, to: (a) each Plan's pension committee; (b) each bargaining unit with members in the Plan; and (c) the Pionairs and any other incorporated retiree or non-union employee association with members or former members in the Plan, a copy of that Plan's actuarial report.

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The Company shall offer a one-time profit share incentive program pursuant to-which each active employee of the Company as of the date of ratification of this Pension MOU shall receive a payment of \$500 providing the Company shall have achieved in respect of its 2010 fiscal year after-tax cash net income of at least \$210 million, such sum to be payable (subject to applicable withholding amounts) within 30 days of release of the Company's 2010 audited financial statements.

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In the event any Plan is terminated in whole at any time while it is subject to the funding relief described herein, the Company shall be required to fully fund any solvency deficit existing at the termination date. Such deficit shall be paid down over a maximum of five years following submission to and acceptance by OSPI of the termination report. The Company's obligations to the Plan described in this section 16 shall rank part passu with all unsecured claims and, for greater certainty, shall not be subject to a deemed trust or any other priority ranking.

On or before November 1, 2009, the Company shall issue the number of Class B shares equal to 15% of the common shares of Air Canada (the "Shares") to a trust to be established for the benefit of the members of the Plans represented by each bargaining unit. The bargaining units' interests in the trust shall be allocated as follows:

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	Per Cent of Allocated Equity
()FV	12.58
DAMAN	35.90
ASPA	31.65
CCPE	19.38
CALDA	0,43

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The trustee shall be a person agreed by all of the bargaining units or failing agreement, as designated by Hon. James Farley. For so long as the trustee holds any of the Shares allocated to a bargaining unit:

 that bargaining unit shall be entitled to receive a proxy from the trustee in respect of the remaining number of Shares allocated to such bargaining unit; and ii. that bargaining unit shall be entitled to direct the trustee to cause such Shares as are allocated to it to be sold in whole or in part.

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All net proceeds of the Shares, including dividends or net proceeds of disposition (after trustee expenses), shall be transferred to the trustee of the Plans (allocated to each Plan in the manner specified by section 4 hereof) to be received as an employer contribution in respect of outstanding solvency deficits providing that any such amount shall not reduce the minimum contributions prescribed by section 3 hereof. The Company shall not bear any costs or expenses related to the administration or operation of the trust, including without limitation in respect of the divestiture of the Shares or any other transactions which the trust may enter into, above and beyond \$25,000 per year for each of the first three years beginning from the date of creation of the trust, which shall be reimbursed by the Company on the presentation of invoices therefor.

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18. For as long as the trustee of the trust continues to hold at least 2% of the common shares of the Company, such trustee shall have the right to designate one member (who shall not be a member or officer of any of the Unions) of the Company's board of directors, subject to completion of the Company's usual governance process for selection and confirmation of directors. The trustee shall designate such member based upon the wishes of the bargaining units allocated a majority of the Shares held by the trust from time to time (with any deadlock to be settled by Hon. James Farley).

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19 The Company shall make no distributions of any kind to its shareholders between December 31, 2010, and shall not make any distributions in excess of Canadian corporate standards prior to December 31, 2013.

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Arrangement Act or the Bankruptcy and Insolvency Act, or other similar proceedings, the lesser of: (i) the difference between the amounts contributed to the Plans under section 3 and the amounts that would have been remitted to the Plans in the absence of this Pension MOU and of the Special Regulation; and (ii) the solvency deficit of the Plans as at the most recent valuation shall be treated as due and payable to the respective Plans; provided, however, that the foregoing is all subject to any non-remittance order of the court or other stay provisions. In such event, each Union and the Pionairs shall be entitled to elect to treat all provisions of this Pension MOU as terminated and no longer binding, except sections 7, 16 and 19. For greater certainty, there shall be no deemed trust associated with any obligations under this section 20; nor shall anything herein be construed as exempting the obligations to make such payment from any stay of proceedings provided by a court.

This Pension MOU s the respective Union	shall form part of the Company's collective agreements withs.	h ·
authority requires at	shall cease to be of any force or effect if OSFI or any other ny reductions in accrued benefits or current service accruants prior to adoption of the Special Regulation.	er Is
stock exchange, or re is unable to secure si Plans equal to the v	ne Company to deliver the Shares is subject to shareholde egulatory approval, if required by law. Where the Companiuch approval, the Company shall make a contribution to the value of 15% of the Shares calculated as of the date of the each Plan's share of such contribution being calculated ition 4.	y ac is Deleted: 0
	shall expire on December 31, 2013, except that sections 9 $lpha$ n e on December 31, 2014.	d
nonetheless be bind	all of the Unions are signatory to this Pension MOU, it sha ling on the Company and those parties who are signator at other Unions shall be entitled to adhere to this agreemen	у
more favourable tha	negotiates a pension memorandum of understanding that in this Pension MOU, then a proportional equivalent value terms shall apply to the parties who have agreed to the	e,
of January 1, 2014, payment to the Plans the amount otherwi contribution shall be	have an aggregate solvency deficit of at least \$15 million a, the Company agrees to make an additional aggregates of \$15 million, such payment amount being over and abovise required in respect of 2014. Each Plan's share of such calculated in accordance with section 4 hereof and shall be to December 31, 2014,	ee h
్రెక్స్All dollar amounts e	xpressed herein are expressed in Canadian dollars (CAD).	
	e interpretation of this Memorandum of Understanding sha on, James Farley after receiving representations forthwith o n the Parties hereto.	
IN, WITNESS WHER	EOF the parties have signed.	Deleted: IN WITNESS WHEREOF the parties have signed. ¶ AIR.CANADA (m. [2]

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AIR CANADA
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Title: SVP-E-p. Real
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AIR CARADA PINOTS ASSOCIATION
B)
Name: Paul Shachar
Title: MEC Chear
CANADIAN AIRLINES DISPATCHERS ASSOCIATION
Bv:
Name:
<u>Title:</u>
NATIONAL AUTOMOBILE, AEROSPACE. TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW- CANADA), LOCAL 2002
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CANADIAN UNION OF PUBLIC

EMPLOYEES, AIRLINE DIVISION, AIR CANADA COMPONENT		
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INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS		
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June 12, 2009

Captain Paul Strachan MEC Chair Air Canada Pilots' Association

Re: Executive Compensation

Dear Capt.Strachan,

As agreed, this letter is to confirm that between July 1, 2009, and March 31, 2011, no improvements to the contracts, plans and programs which establish the compensation of the Chief Executive Officer and the Executive Vice-Presidents of Air Canada will be implemented.

Similarly, no improvements to pension benefits will be made to the pension plans of the Chief Executive Officer and the Executive Vice-Presidents of Air Canada before December 31, 2013.

Sincerely,

Calin Rovinescu President and Chief Executive Officer June 12, 2009

Capt. Paul Strachan MEC Chair Air Canada Pilots' Association

RE: Costs of 2009 Pension Funding Relief and Labour Stability Negotiations

Dear Capt, Strachan:

Air Canada will reimburse the Air Canada Pilots' Association for reasonable professional and related fees and expenses associated with the negotiation of the Pension Funding Relief and Labour Stability Memoranda of Agreement up to \$530,000.00. All amounts submitted for reimbursement must be accompanied by appropriate invoices, receipts or other similar documents, containing sufficient details relating to the fee amounts incurred. All submissions for amounts to be reimbursed must be received by Air Canada no later than October 1, 2009.

We will discuss any other arrangements regarding how these amounts will be processed as may be required.

Sincerely,

Kevin Howlett
Sr. Vice-President Employee Relations

APPENDIX A

The Parties agree that this "Appendix A" shall replace the "Appendix A" attached to the Memorandum of Agreement signed on June 14, 2009, in accordance with Section 1 of that Memorandum of Agreement.

Air Canada

Per: HARLAN CLARKE

Air Canada Pilots Association

Per: Association

Signed this 15thday of June, 2009, Toronto, Ontario

Article 14.02.01 shall be modified as follows:

All active pilots shall be paid a training allowance in the amount of \$1530.00 once a year. commencing on July 2nd, 2009. To qualify for the training allowance, a pilot's status must be deemed as active on the Payroll on July 2nd of each year. This training allowance shall be paid with the August 17th pay cheque.

NOTE: Pilots on leave of absence, GDIP, suspension pending discharge and Permanent Management Pilots shall not be considered "active" for the purposes of 14.02.01.

A pilot will not be paid for recurrent simulator periods (IPF, LOFT, PPC or AQP recurrent training events) and for one (1) day of Annual Recurrent Training (ART) required to maintain aircraft competency. These unpaid recurrent training events shall be limited to a maximum of 5 days per calendar year. Any additional training resulting from an unsatisfactory or incomplete assessment related to these recurrent training events shall not attract additional pay.

In addition, when a pilot is required to attend any other special training (Annual Recurrent Training in excess of one (1) day, Introduction to Command Training, new aircraft equipment or revised aircraft procedures briefings, etc.) he will be paid four hours (4:00) at one half 1/2 day, one half (1/2) night pay rates. These credits will not be used for flight time limitation purposes nor be part of the minimum guarantee.

Article 17.01.01 shall read as follows:

17.01.01 The Company shall designate any month in the calendar year in which the monthly maximum shall be in the range of seventy (70) to eighty-five (85) hours. This flying may be designated in units of one (1) hour or more up to the maximum of eighty-five (85) hours. The following provisions will apply to the designated months.

Article 17.01.01.03.01 shall read as follows:

17.01.03.01 The annual calendar total maximum hours must fall in the range of nine hundred (900:00) to nine hundred ninety-six (996:00) hours for each equipment type and status.

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SR 15.01.02 shall read as follows:

A pilot will be considered drafted when any of the following events occur. A pilot will attract a 50% premium to the drafted flying under the provisions outlined in SR15.06.

Note: Exceptions are flying assigned under the provisions of Article 11.12 (Pay protection).

7

SR15.06.01 shall be modified as follows:

A draft premium equal to fifty (50) % of the pay hours and credits will be paid (cash cleared) including any applicable THG or DPG when one of the following conditions apply:

Article 17.04.01.02 shall read as follows:

Layovers longer than sixteen (16) hours off duty will be planned at a suitable downtown location, except by prior mutual agreement between the Company and the Association.

9

Article 25.02.02 shall read as follows:

25.02.02 CMSC review closing date ranges:

Pilot Position Assignment List XX-01: Jan 1 - Jun 30 Pilot Position Assignment List XX-0X: Jul 1 - Dec 31

(Where XX would indicate year, i.e., 90-01)

Article 25.02.02.01 shall be created as follows:

25.02.02.01 At Company discretion, the CMSC may produce up to two (2) additional CMSC Reviews per year for a total of four (4), at any time during the calendar year, so long as the closing dates between CMSC Reviews is greater than thirty (30) days.

5

Article 11.01 shall read as follows:

A pilot may be removed or displaced from a flight or flights in his block, removed from his monthly assignment and reassigned to another flight or to another block or to reserve duty as outlined below for the purpose of providing relief during irregular operations or as a result of the Company's training requirements. A pilot affected by the provisions of this Article will be returned to his normal assignment as soon as practicable.

Notwithstanding the above, the Company may change the assignment of a First Officer on an augmented pairing from operating First Officer to Augment Pilot and from Augment pilot to operating First Officer, in order to conduct a check ride or maintain the competency of the pilot originally assigned as Augment Pilot, provided both pilots are notified at least twenty-four (24) hours prior to departure.

Notwithstanding the provisions of Articles 11.03 and 11.04, a pilot will not be considered displaced or removed from his flight except when he is legal and in position to operate that flight.

A new LOU shall be created stating the following:

Letter of Understanding 71

Between Air Canada

And

The Air Canada Pilots' Association

re: B777 Flight Relief Seat

Whereas this LOU is to resolve all outstanding issues concerning the "designated 'J Class' seat" for crew rest on the B777 in the J-Class cabin.

Whereas the parties agree that the trial period set out in LOU 65.05.02 has been completed and all provisions concerning the trial period will cease to have effect upon the coming into force of this LOU.

Now, therefore:

- 1. The Association agrees that the provisions of LOU 65 with regard to its option to compensate Air Canada "in the event subsequent to the type-trial, as detailed in the double augmentation agreement. ACPA elects to require a "J" class seat in the "J" cabin in addition to the two seats in the crew rest facilities on the B777 and B787" as set out in Arbitrator Teplitsky's Award of October 31, 2005, and reproduced at page LOU 65-3 of the collective agreement, will no longer have any force or effect and that it will no longer have the option to compensate Air Canada in exchange for requiring the provision of the J Class seat designated for crew rest on the B777.
- 2. The Association waives all requirements contained in the collective agreement, including the relevant provisions of LOU 65, for the Company to provide a J Class seat designated for crew rest on the B777 for both single and double augmented flights.
- 3. This LOU will take effect July 2, 2009.
- 4. The Association agrees that LOC 41 no longer applies and shall expire July 1, 2009.

Signed this 15th day of June 2009.

Air Canada Pilots Association

Appendix "B"

THIS PENSION MEMORANDUM OF UNDERSTANDING MADE AS OF THE 22 DAY OF JUNE, 2009 (the "PENSION MOU")

AMONG:

AIR CANADA (the "Company")

AND:

AIR CANADA PILOTS ASSOCIATION ("ACPA")

AND:

CANADIAN AIRLINE DISPATCHERS

ASSOCIATION ("CALDA")

AND:

NATIONAL AUTOMOBILE, AEROSPACE,

TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 2002

(the "CAW")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, AIRLINE DIVISION, AIR CANADA COMPONENT

("CUPE")

AND:

INTERNATIONAL ASSOCIATION OF

MACHINISTS AND AEROSPACE WORKERS (the "IAMAW") (ACPA, the CAW, CALDA, CUPE and the

IAMAW collectively the "Unions")

AND:

AIR CANADA PIONAIRS (the "PIONAIRS")

WHEREAS the Company sponsors ten defined benefit registered pension plans (the "Plans");

WHEREAS the parties recognize that an alteration in the level of the Company's pension funding obligations is critical;

WHEREAS the parties recognize that a reduction in the Company's pension funding obligations is therefore required; and

WHEREAS the parties share the objective of preserving accrued pension benefits;

NOW THEREFORE, the Company, the Pionairs and the Unions agree as follows:

- 1. A regulation shall be adopted under the *Pension Benefits Standards Act*, 1985 (the "Special Regulation") stipulating the funding provisions of parts (a) and (b) below.
- (a) 2009-2010
- 2. The Company shall have no obligation for, and shall not remit, any past service contributions to any Plan for a 21-month period. Specifically:
 - (a) subject to paragraph 2(b) below, such non-contribution period shall commence with the special payment that would otherwise be due July 30, 2009 in respect of the second quarter of 2009;

- (b) on or before August 14, 2009, a retroactive adjustment in respect of the special payment in respect of the first quarter of 2009 will be made, with such adjustment equal to the greater of zero and:
 - (i) the required contribution for the first quarter of 2009, assuming that the Company opts out of the current Air Canada Pension Plan Solvency Deficiency Funding Regulations in 2009 in respect of all remaining Plans and amortizes the solvency deficiency for each Plan emerging in 2008 over 10 years, with such deficiency determined by January 1, 2009 actuarial valuations; less
 - (ii) the past service contribution made on April 30, 2009 in respect of the first quarter of 2009 in accordance with the January 1, 2008 actuarial valuations.

(b) 2011-2013

- 3. The aggregate annual past service contribution in respect of the period from January 1, 2011 to December 31, 2013, with respect to both solvency deficits and going concern unfunded liabilities, for all the Plans combined shall equal the lesser of:
 - (a) \$150 million, \$175 million, and \$225 million in respect of 2011, 2012, and 2013, respectively; and
 - (b) the maximum past service contribution permitted under the *Income Tax Act*.

The first past service contribution after the 21-month non-contribution period will be due April 30, 2011, in respect of the first quarter of 2011.

- 4. The past service contribution described in section 3 will be determined on a Plan-by-Plan basis, with the contribution to a particular Plan being the pro rata share of that Plan's solvency deficit to the aggregate solvency deficit for all the Plans in solvency deficit, all as determined as at January 1 of each year, where such solvency deficit:
 - (a) is determined as the solvency liabilities less the market value or market-related value of the Plan, as determined by the Company's actuary; and
 - (b) shall not be less than zero for any Plan.

- For further clarity, should a Plan have a solvency surplus, such Plan shall be excluded from the pro rata allocation of the past service contribution.
- 5. The past service contribution to be made to each Plan during a Plan year shall be paid in equal quarterly instalments, except that the past service contribution determined in a valuation will remain in effect until the next valuation is filed. When the next valuation is filed, there will be a retroactive adjustment made at the next scheduled remittance date.
- 6. The past service contribution to be made during a Plan year shall be remitted on a quarterly basis, and shall be due 30 days after the end of the period in respect of which the contribution is paid.
- 7. During the term of this Pension MOU, the Company shall continue to make required current service contributions to the Plans.
- 8. The Company shall not offset or reduce any contributions described in section 3 through the use of any actuarial or experience gains, except to the extent they are limited through the application of paragraph 3(b).
- (c) 2014
- 9. Any solvency deficiency and/or going concern unfunded liability that exists as of January 1, 2014 shall be deemed to have emerged as of January 1, 2014 and shall be funded thereafter in accordance with the *Pension Benefits Standards Act*, 1985, and any applicable regulations thereunder.
- (d) Implementation of Funding Relief
- 10. The parties shall cooperate, act diligently, and take all actions required for the implementation of this Pension MOU and to further its objectives.
- 11. The parties recognize that the suspension of past service contributions for the initial 21-month period and the alternative determination of past service contributions for the subsequent 36-month period require the adoption of the Special Regulation. Without limiting the generality of section 10, the Company, the Pionairs and the Unions shall cooperate in making the necessary representations to OSFI and the Department of Finance to effect such adoption promptly and with effect no later than July 1, 2009 in accordance with the following principles:
 - (a) the parties recognize that consultation with active non-union Plan members and with former Plan members will be required;

- (b) the funding relief described herein will be granted if less than onethird of all Plan beneficiaries (other than those active Plan members represented by the Unions) object;
- (c) upon successful ratification, the Unions' respective executions of this Pension MOU shall be deemed to constitute consent on behalf of their respective members;
- (d) the Company shall provide all active non-union Plan members and all former Plan members with a short document satisfactory to the relevant parties to this agreement (such acceptance not to be unreasonably withheld) informing such beneficiaries of the highlights of the funding relief proposal, including the potential financial impact and consent process; and
- (e) the Company requires that the funding relief described herein apply to all the Plans.
- 12. It is a condition of this Pension MOU, and the Special Regulation shall so provide, that there will be no outstanding deemed trust relating to the Plans, except:
 - (a) if and when any contribution required by the application of this Pension MOU (other than pursuant to section 19) is not remitted to the Plan by the due date described herein;
 - (b) in respect of amounts deducted by the Company from members' remuneration that are not remitted to the Plan when due; or
 - (c) for greater certainty, in respect of normal cost contributions that are not remitted to the Plan when due.
- 13. This Pension MOU is also subject to the following conditions:
 - (a) neither the Unions nor OSFI or any other authority having any jurisdiction over these matters shall assert or support the assertion of any deemed trust that might otherwise arise under current law prior to adoption retroactive to July 1, 2009 of the Special Regulation and any amendments to any other PBSA Regulations that may be necessary to give effect hereto. Without limiting the generality of section 10, the Unions shall cooperate with the Company in requesting and obtaining adoption of the Regulation, as well as "comfort" letters, all satisfactory to the Company, to such effect from OSFI and the Department of Finance;

- (b) the Company and each of the Unions shall enter into a Labour MOU having a duration of 21 months from the expiry of the last collective agreement;
- (c) as soon as practicable, and in any event prior to execution of the letter of intent referenced in paragraph 13(d), the Company, the Pionairs, and any other interested parties to this agreement shall jointly approach the Government of Canada and the governments of such province(s) as the Company shall determine to seek guarantees of the financing described in paragraph 13(d);
- (d) the Company shall have entered into a letter of intent no later than July 15, 2009 for at least \$600 million in new financing (the "Club Loan"), in form and content reasonably satisfactory to the Company;
- (e) ACE Aviation Holdings Inc. shall have committed to subscribe for at least \$100 million of the Club Loan, subject to the Company waiving such requirement in the best interests of the Company;
- (f) Groupe Aeroplan Inc. shall have committed to subscribe for at least \$100 million of the Club Loan, subject to the Company waiving such requirement in the best interests of the Company;
- (g) The Company shall use reasonable efforts to achieve cost savings appropriate in the circumstances;
- (h) The Company recognizes the on-going value of its slots and will use its best efforts to ensure that in any financing as described in this paragraph 13that any collateral not include these slots to any proposed financing entity which is not a Canadian government-related entity (such as the Export Development Corporation) or as the Minister of Finance may permit after receiving representation from any party hereto, such representations to be received by the Minister within two business days of notice of intention to do so (the Parties and the Hon. James Farley to provide address for such notice which may be given by delivery, fax, email, or other appropriate electronic method), with the Minister to consult with the Hon. James Farley to receive his recommendation before determining if such permission is appropriate in the then prevailing circumstances; and
- (i) The authorization of the Company's Board of Directors.

- 14. While a Plan is subject to the funding relief described herein, the Company shall file actuarial reports in respect of such Plan on a basis not less frequently than annually. Actuarial methods and assumptions to be employed shall be at the discretion of each Plan's actuary, within the standards of the Canadian Institute of Actuaries. Subject to execution of a non-disclosure agreement, the Company shall provide prior to the public disclosure thereof, to: (a) each Plan's pension committee; (b) each bargaining unit with members in the Plan; and (c) the Pionairs and any other incorporated retiree or non-union employee association with members or former members in the Plan, a copy of that Plan's actuarial report.
- 15. The Company shall offer a one-time profit share incentive program pursuant to which each active employee of the Company as of the date of ratification of this Pension MOU shall receive a payment of \$500 providing the Company shall have achieved in respect of its 2010 fiscal year after-tax cash net income of at least \$210 million, such sum to be payable (subject to applicable withholding amounts) within 30 days of release of the Company's 2010 audited financial statements.
- 16. In the event any Plan is terminated in whole at any time while it is subject to the funding relief described herein, the Company shall be required to fully fund any solvency deficit existing at the termination date. Such deficit shall be paid down over a maximum of five years following submission to and acceptance by OSFI of the termination report. The Company's obligations to the Plan described in this section 16 shall rank pari passu with all unsecured claims and, for greater certainty, shall not be subject to a deemed trust or any other priority ranking.
- 17. On or before November 1, 2009, the Company shall issue the number of Class B shares equal to 15% of the common shares of Air Canada (the "Shares") to a trust to be established for the benefit of the members of the Plans represented by each bargaining unit. The bargaining units' interests in the trust shall be allocated as follows:

	Per Cent of Allocated Equity
CAW	12.58
IAMAW	35.96

ACPA	31.65
CUPE	19.38
CALDA	0.43

The trustee shall be a person agreed by all of the bargaining units or failing agreement, as designated by Hon. James Farley. For so long as the trustee holds any of the Shares allocated to a bargaining unit:

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- i. that bargaining unit shall be entitled to receive a proxy from the trustee in respect of the remaining number of Shares allocated to such bargaining unit; and
- ii. that bargaining unit shall be entitled to direct the trustee to cause such Shares as are allocated to it to be sold in whole or in part.

All net proceeds of the Shares, including dividends or net proceeds of disposition (after trustee expenses), shall be transferred to the trustee of the Plans (allocated to each Plan in the manner specified by section 4 hereof) to be received as an employer contribution in respect of outstanding solvency deficits providing that any such amount shall not reduce the minimum contributions prescribed by section 3 hereof. The Company shall not bear any costs or expenses related to the administration or operation of the trust, including without limitation in respect of the divestiture of the Shares or any other transactions which the trust may enter into, above and beyond \$25,000 per year for each of the first three years beginning from the date of creation of the trust, which shall be reimbursed by the Company on the presentation of invoices therefor.

18. For as long as the trustee of the trust continues to hold at least 2% of the common shares of the Company, such trustee shall have the right to designate one member (who shall not be a member or officer of any of the Unions) of the Company's board of directors, subject to completion of the Company's usual governance process for selection and confirmation of directors. The trustee shall designate such member based upon the wishes of the bargaining units allocated a majority of the Shares held by the trust from time to time (with any deadlock to be settled by Hon. James Farley).

19. The Company shall make no distributions of any kind to its shareholders before December 31, 2010, and shall not make any distributions in excess of Canadian corporate standards prior to December 31, 2013.

(e) Other

- 20. In the event the Company becomes subject to the Companies' Creditors Arrangement Act or the Bankruptcy and Insolvency Act, or other similar proceedings, the lesser of: (i) the difference between the amounts contributed to the Plans under section 3 and the amounts that would have been remitted to the Plans in the absence of this Pension MOU and of the Special Regulation; and (ii) the solvency deficit of the Plans as at the most recent valuation shall be treated as due and payable to the respective Plans; provided, however, that the foregoing is all subject to any nonremittance order of the court or other stay provisions. In such event, each Union and the Pionairs shall be entitled to elect to treat all provisions of this Pension MOU as terminated and no longer binding, except sections 7, 16 and 19. For greater certainty, there shall be no deemed trust associated with any obligations under this section 20; nor shall anything herein be construed as exempting the obligations to make such payment from any stay of proceedings provided by a court.
- 21. This Pension MOU shall form part of the Company's collective agreements with the respective Unions.
- 22. This Pension MOU shall cease to be of any force or effect if OSFI or any other authority requires any reductions in accrued benefits or current service accruals under any of the Plans prior to adoption of the Special Regulation.
- 23. The obligation of the Company to deliver the Shares is subject to shareholder, stock exchange, or regulatory approval, if required by law. Where the Company is unable to secure such approval, the Company shall make a contribution to the Plans equal to the value of 15% of the Shares calculated as of the date of this Pension MOU with each Plan's share of such contribution being calculated in accordance with section 4.
 - 24. This Pension MOU shall expire on December 31, 2013, except that sections 9 and 26 hereof shall expire on December 31, 2014.
 - 25. In the event that not all of the Unions are signatory to this Pension MOU, it shall nonetheless be binding on the Company and those parties who are signatory hereto, providing that other Unions shall be entitled to adhere to this agreement subsequently.

- 26. If any of the Unions negotiates a pension memorandum of understanding that is more favourable than this Pension MOU, then a proportional equivalent value, or more beneficial terms shall apply to the parties who have agreed to this Pension MOU.
- 27. Providing the Plans have an aggregate solvency deficit of at least \$15 million as of January 1, 2014, the Company agrees to make an additional aggregate payment to the Plans of \$15 million, such payment amount being over and above the amount otherwise required in respect of 2014. Each Plan's share of such contribution shall be calculated in accordance with section 4 hereof and shall be remitted on or prior to December 31, 2014.
- 28. All dollar amounts expressed herein are expressed in Canadian dollars (CAD).
- 29. Any dispute as to the interpretation of this Memorandum of Understanding shall be decided by the Hon. James Farley after receiving representations forthwith or as he may direct from the Parties hereto.

IN WITNESS WHEREOF the parties have signed.

AIR CANADA
By: Who will be the second
Name: Scan Murity
Title: V.P. CABUR RECATEOUS
AIR CANADA PILOTS ASSOCIATION
Ву:
Name:
Title:

CANADIAN AIRLINES DISPATCHERS

ASSOCIATION	
Ву:	
Name:	
Title:	
NATIONAL AUTOMOBILE, AEROSPAC	Ε,
TRANSPORTATION AND GENERAL	
WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 2002	
Ву:	
Name:	
Title:	
CANADIAN UNION OF PUBLIC	
EMPLOYEES, AIRLINE DIVISION, AIR	
CANADA COMPONENT	
By: allenpsin	
Name: Kitherysin	
Title: Compenied Projection	ŀ
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE	
WORKERS	
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