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NO. OF EMPLOYEES	130
NOMBRE D'EMPLOYÉS	130

COLLECTIVE AGREEMENT

BETWEEN

BOMBARDIER INC., MILITARY AVIATION TRAINING

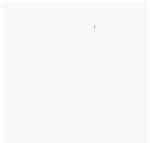
AND

**THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

JULY 2, 2005

TO

JUNE 30, 2007



13433(01)

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ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is to ensure healthy relations between the Company, the Union and the employees **by** fostering an atmosphere **of** respect and mutual trust. It also provides procedures for the settlement of complaints, grievances and disputes, as agreed upon by the parties.

1.02 The parties hereto recognize that it is to their mutual interest to promote a long term viable relationship for the benefit of all, while establishing **safe** working conditions, efficiency of operations, rates of pay and by settlement of all differences promptly and equitably.

1.03 In the event that any provision of this Agreement comes into conflict with Federal **Law** or any government body having jurisdiction in applicable matters, that provision shall become null and void.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the IAMAW for the term and for the purpose of the present Agreement as the sole collective bargaining agency, in accordance with the provisions of the Canada Labour Code, for the purpose of bargaining collectively for all Company employees within the scope of this Agreement. The employees so represented by the IAM constitute the bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.

2.02 This Agreement covers all employees of the Bombardier Inc., Military Aviation Training, NFTC Program in the provinces of Saskatchewan and Alberta performing aircraft maintenance and related service functions, excluding office and clerical employees, supervisors and those above the rank of supervisor and employees performing flight instruction, flight safety, quality assurance, shipping, receiving and warehouse functions.

2.03 The Company accepts and recognizes the principle that work normally done by members of the bargaining unit shall not be done by other employees except for instructional purposes, verifying equipment operability, or in cases of unforeseen operational emergencies when union personnel are unavailable to perform the work.

2.04 In cases of unforeseen operational emergencies, the Company will make reasonable efforts to fill the requirement with union members prior to enlisting non-union employees to perform the required work.

2.05 The provisions of 2.03 and 2.04 above do not in any way prevent the Company from contracting out work in accordance with Article 30.

2.06 The waiver of any of the provisions of this agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further waiver, or for the enforcement of any further breach.

ARTICLE 3 – THE RIGHTS OF MANAGEMENT

3.01 Nothing in this collective agreement shall be interpreted in such a way as to limit the Company in any way whatever in the performance of its management functions. These functions will be performed in a manner consistent with all the provisions of this agreement. It is the Company's function to administer and manage the Company and to manage its personnel.

3.02 Without restricting the generality of the foregoing, these functions include: the authority to manage, transfer, promote, demote, discipline and terminate personnel for proper cause; the right to organize and supervise the work to be performed by employees, to manage employees in the course of their **work and** to maintain discipline, order and efficiency.

3.03 The functions are subject to the right of any employee to submit a grievance.

ARTICLE 4 – UNION MEMBERSHIP, DUES AND SECURITY

4.01 The Union and its officials and members shall not use coercion or intimidation or discriminatory action in obtaining new members or in persuading any employees of the Company to participate in Union activities.

4.02 No employees shall be discriminated against by the Company, or suffer any loss of seniority or of employment because of membership or activity in the Union, so long as such activities are not carried on during working hours except as defined in this Agreement.

4.03 All employees shall be issued a copy of the collective agreement on the first day of hiring, and the Shop Chairperson shall be notified in writing of any new employee engaged.

4.04 In accordance with Section 70(1) of the Canada Labour Code the company will, from the wages of each employee in the bargaining unit, whether or not the employee is a member of the union, deduct the amount of the regular union dues and will remit them to the union.

4.05 Membership in the Union will be available to all employees covered by this Collective Agreement.

4.06 Union dues will be remitted to the Union no later than the 15th of the month following the deductions.

ARTICLE 5 – STRIKES AND LOCKOUTS

5.01 Whereas this Agreement provides for the **just** settlement of disputes arising from complaints or grievances involving the interpretation, application or violation of this Agreement which may arise between the parties hereto and binds them to accept and abide **by** the decision by Arbitration should they fail to settle any dispute **by** negotiation.

5.02 It is therefore solemnly promised and agreed by the parties hereto that during the life of this agreement, or while negotiations for its amendment or renewal are in progress, there shall be no strike, slow-down, stoppage **of** work or other interference with production by the employees hereby covered nor any lockouts by the Company.

ARTICLE 6 – UNION REPRESENTATIVES

6.01 Shop Committee. The Company acknowledges the right of the Union to appoint or otherwise select a Shop Committee of three (3) members with one (1) member from Cold **Lake** and two (2) members from Moose Jaw. In the event the Committee Chairperson is selected from Moose Jaw, the Committee Member in Cold Lake will become the Chief Steward. If the Chairperson is selected from Cold Lake, one of the Committee Members in Moose Jaw will become the Chief Steward. Members of the Shop Committee may be Shop Stewards.

6.02 The duties of the Shop Committee Members acting in this capacity **will** involve the application, administration or interpretation of this Agreement. Meetings between the Shop Committee and Company Management Representatives shall be **held as** required, upon request **by** either party, during working hours. Such meetings may be held by company teleconference to avoid travel. Only Shop Committee Members and an IAM representative shall be present at meetings with the Company.

6.03 Shop Stewards. The Union may designate and the Company shall recognize two (2) Shop Stewards in Moose Jaw and one (**1**) Shop Steward in Cold Lake **in** addition to the Shop Committee Members. Additional Stewards may be agreed to between the parties for such work areas or shifts as mutually agreed.

6.04 Chief Steward. The Chief Steward will perform all functions *of* a regular Shop Steward for his representative area. **In** addition he will **be** responsible for dealing with Grievances in accordance with Article 8 of this Agreement on behalf of the Shop Committee Chairperson for his representative site.

6.05 The Chief Steward and Shop Stewards shall be permitted such time as is reasonably necessary during working hours to perform the functions provided by Article 8 herein for the investigation and settlement of a complaint or grievance. He shall not leave his work before having received **permission** from his Supervisor (or delegate). Such permission may be obtained verbally and shall not be unreasonably

withheld. The Chief Steward and Shop Stewards will sign the applicable form upon leaving and returning to the workplace.

6.06 The Union will notify the Company in writing, of the names of the Shop Committee Chairperson and all Shop Stewards. The Company **will** furnish the Union with the Company representatives who are required **to** perform any act in connection with the carrying out of this Agreement. The parties will promptly notify each other whenever changes occur.

6.07 The Shop Committee Chairperson and Chief Steward shall not be transferred or assigned to **a** shift other than his normal shift without an agreement between the Company and the Union.

6.08 The Company shall pay for time required for the conduct of Union business during regular working hours provided such time **is** reasonable and the business pertains *to* handling *of* grievances and meetings between the Union and the Company. The Company will not be responsible for compensating Shop Stewards and Committee Members for time spent on Union business outside of the employee's regular working hours. Both parties will make reasonable efforts to avoid having Union business conducted outside of the employee's working hours.

6.09 The Shop Committee and Shop Stewards shall perform the functions herein provided in such **a** manner as to promote good order and shop discipline and with the least possible interference with the regular duties of their employment.

ARTICLE 7 – SAFETY COMMITTEE

7.01 It is the desire of both parties to this agreement that high standards of safety be maintained in the workplace. Both parties agree to comply with Part 2 of the Canada Labour Code and related rules and regulations. The parties recognize the importance of the Joint Health and Safety Committee to achieving this objective.

7.02 The Chairperson of the committee will rotate as per the Canada Labour code, Part 2.

7.03 The joint committee shall be made up at Moose Jaw with five members appointed by the Union and at Cold Lake with two members appointed by the Union. Management will have a minimum of 3 members. An employee who attends committee meetings outside of scheduled hours of work shall be compensated at regular time rate of pay

7.04 The Company will make available the personal safety equipment it deems necessary to safely perform each work assignment taking into consideration recommendations of the Health and Safety Committee.



ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 All complaints, grievances and disputes concerning the interpretation, application or violation of this Agreement shall be negotiated between the representatives of the Union who are employees of the Company, and the Company. Both parties agree to make reasonable attempts to settle grievances at the lowest possible level as quickly as possible.

8.02 During the discussion of a complaint, grievance or dispute if witnesses would aid in the settling of a grievance, they may be requested to attend.

8.03 Unless some other date is mutually agreed between the parties, any grievance involving wages or other money settlement shall, if settled in favour of the employee(s), be retroactive to the date the grievance form is received by the Company excepting when the grievance goes to arbitration, then the decision of the arbitrator shall stipulate the terms of the settlement.

8.04 An employee has no grievance until he has first given his Team Lead (or direct supervisor) the opportunity to respond to the particular complaint. Any such complaint shall be discussed with the employee's Team Lead (or direct supervisor) within ten (10) working days of the event giving rise to the complaint. If the complaint is not resolved to the satisfaction of the employee within five (5) working days thereafter, he may initiate the Grievance procedure.

8.05 Step One. The employee may state his grievance in writing on the union grievance form and the employee's Shop Steward shall present it to his Supervisor or delegate. Within five (5) working days thereafter, the Supervisor or his delegate will meet the employee and the employee's Shop Steward in an attempt to settle the Grievance. Failing settlement at the meeting, the Supervisor or his delegate shall deliver his answer to the Shop Steward within six (6) working days of this meeting.

8.06 Step Two. Should the Union consider that a just settlement has not been found, the Union Shop Committee may present the grievance in writing to the Aircraft Fleet Manager (AFM) or his delegate, within six (6) working days after the

date of the decision in Step One. Within six (6) working days following, the **AFM** shall meet with the Union Shop Committee in an attempt to resolve the grievance. Only Shop Committee members and an **IAM** representative shall attend the meeting unless it **is** mutually agreed to have others attend. The parties agree to **work** with each other to facilitate and expedite the meeting by using the Company teleconferencing facilities to avoid unnecessary travel whenever practical. Failing settlement of the grievance at the meeting, the **AFM**, after consultation with Human Resources, shall deliver the final Company answer to the Shop Committee within six **(6)** working days of receiving the grievance.

8.07 Time Limits. Any time limit provided by this Article may be extended or curtailed by mutual agreement. Where the Company fails to reply within the time limits set out in this article, the employee may proceed to the next level in the process.

8.08 Policy Grievances. In the event of a difference of opinion between the Company and the Union as to the interpretation or violation of any clause or section of this Agreement, either party may refer the matter to arbitration in the same way as a grievance **of** an individual employee.

ARTICLE 9 - ARBITRATION

9.01 In the event of any disagreement respecting the interpretation or application of this Collective Agreement, or any unjust disciplinary suspension or dismissal of an employee, which cannot be solved by the parties by the grievance procedure, either party may within thirty (30) calendar days of termination of the grievance procedure request arbitration by informing the other party, by registered mail, of its intention.

9.02 Within fifteen (15) working days after the notice of intent to arbitrate has been given, the parties shall select an arbitrator from among those whose names are hereinafter mentioned:

Francine Chad-Smith	David Jones
Tim Christian	Bob Pelton
Dan Ish	Andrew Sims

9.03 Arbitrators will be contacted in the order they appear on the list. The first arbitrator available will be the one selected for the hearing. For any subsequent arbitration, the first arbitrator to be contracted will be the one following the most recent arbitrator used.

9.04 In the event of the unavailability of the above-mentioned persons, the parties shall select an impartial arbitrator.

9.05 If the parties cannot agree on the selection of an arbitrator, either one or both, individually or jointly, may ask the Federal Minister of Labour to appoint an impartial arbitrator.

9.06 The parties shall share the fees and expenses of the arbitrator. Each party shall pay its own costs.

9.07 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of this Agreement.

9.08 The decision of the arbitrator shall be final and binding on both parties.

9.09 Arbitration hearings **will** normally be **held** at the site where the affected representatives and employee(s) are located or, in the case of a policy grievance, at the site where **the** grievance originated unless the parties agree for reasons of **cost** or schedule, to convene the hearing in an alternate location.

ARTICLE 10 - SENIORITY

10.01 Seniority shall be defined as the length of continuous service in the Company's employ in an Occupational Classification in one of the seniority units.

10.02 The seniority units shall be recognized as:

- a) Moose Jaw; and
- b) Cold Lake.

10.03 The Occupational Classifications, Fleets, and Trades within a seniority unit shall be recognized as listed in Appendix A.

10.04 A new employee shall establish his seniority upon completion of a ninety (90) calendar day probation period. Seniority shall be effective from the date of employment.

10.05 An employee transferring from one classification to another or into another seniority unit shall hold and continue to accrue his total earned seniority.

10.06 Regardless of length of service, an employee **will lose all** seniority if he:

- a) Voluntarily terminates his employment with the Company;
- b) ~~Is~~ discharged for just cause and not reinstated through the grievance and arbitration process;
- c) Fails to contact the Company within ten **(10)** working days after a permanent recall has been sent to his latest address appearing in the Human Resources records. A copy of such notice shall be given to the employee's Shop Steward;
- d) ~~Is~~ absent from work for a period of five (5) working days or more without notifying his supervisor or the Human Resources office without reasonable cause;

- e) ~~Is~~ laid off and not recalled to work for a period of two (2) years for an employee with less than five (5) years of seniority and three (3) years for an employee with five (5) years of seniority or more; and
- f) Fails to return to work following the conclusion of an approved Leave of Absence except in extenuating circumstances, it being understood that an employee on Long Term Disability is on leave of absence and subject to Section 10.07 upon returning to work.

10.07 By agreement of the parties hereto, seniority may be restored in whole or in part in any case arising out of one or more of the foregoing reasons if extenuating circumstances should warrant reinstatement. Such circumstances shall be brought to the attention of the Company by the Shop Committee.

10.08 At all times the Company shall have available for inspection by the Union a list of employees in each seniority unit and occupational classification and their respective seniority. Such list shall be posted and sent by mail to the Shop Committee at three-month intervals during the term of this Agreement.

10.09 An employee with seniority who is transferred from an occupational classification covered by this Agreement to management employment shall retain his seniority but shall not continue to accrue his seniority while so employed for a period of twelve (12) months. He shall be excluded from the coverage of this agreement and from any and all of its terms and conditions while so employed. He may be returned to the bargaining unit at any time during this twelve (12) month period as long as such return will not have the effect of generating a layoff or displacing a more senior employee. Return to the bargaining unit after this period will only be conducted with the consent of the Union.

10.10 An employee who has been laid off will continue to accumulate seniority for a period of one (1) year with the exception of employees on probation.

ARTICLE 11 – LAY-OFF AND RECALL

11.01 General Principles

11.01.01 Lay-off and recall shall be according to seniority subject to Article 10 herein by Seniority Unit, Occupational Classification, Fleet, and then Trade. Employees qualified in more than one trade shall declare their trade for lay-off and recall purposes within sixty (60) days of ratification of this Collective Agreement.

11.02 Reduction in the Work Force

11.02.01 In the event of a reduction in the work force, ~~the~~ following employee categories, though not necessarily in this order, will be the **first** to be laid off within the occupational classifications concerned:

- a) Employees on probation;
- b) Casual employees; and
- c) Temporary employees.

11.02.02 If further layoffs are necessary, employees of the occupational classification(s) concerned shall be laid off by Fleet and Trade in reverse order of seniority with the following exceptions:

- a) If a lay-off affects employees in the Aircraft Technician Occupational Classification, the Apprentices within this classification will be the first to be laid off; and
- b) The Chief Steward and the Shop Chairperson will not be subject to lay-off unless there is no longer any work available in their respective Occupational Classifications that they are qualified to perform;

11.02.03 Notwithstanding the above provisions, the Company reserves the right to retain individuals possessing specific authorizations to meet operational requirements.

11.02.04 In the event of a shutdown arising out of conditions beyond the Company's control, a temporary layoff for the duration of the said incident may occur.

11.03 Notification

11.03.01 No employee with seniority shall be laid off without at least two (2) weeks notice or in exceptional circumstances, two (2) weeks pay in lieu thereof. Any employee absent for any authorized reason will be considered to have had the two (2) weeks notice from the date of return to work inclusive of his first day back.

11.03.02 The Company shall meet with the Shop Committee and supply them with a confidential preliminary list of employees to be laid off 48 hours prior to issuing the layoff notices.

11.04 Bumping Rights

11.04.01 The layoff notice to employees will include notification to the employee on the applicable form that he may avail himself of the right to displace an employee with less seniority in another classification within his seniority unit only, provided that he:

- a) Holds the skills, qualifications and authorizations required for the specific job to be performed;
- b) Is willing to accept the responsibility of the job; and
- c) Is willing to accept the appropriate rate of pay for the job.

11.04.02 Such form shall be filled out and returned to the Company with a copy to the Shop Committee within 48 hours of receipt of the notice and shall bear the signature of the employee being laid off.

11.05 Increases in the Work Force

11.05.01 In the event of an increase in the work force, laid off employees, eligible to recall in accordance with their seniority, shall **be** recalled to work in seniority order within the affected Occupational Classifications by Fleet and Trade.

11.05.02 Every employee on lay-off having seniority in an Occupational Classification **at** the time of lay-off shall be recalled before any other person **is** transferred or hired into that classification.

11.05.03 Each employee who is laid off will keep the Company informed of his current address, failing which the Company will not be responsible if notice of recall fails to reach such employee.

11.05.04 **If** an employee fails to contact the Company within ten **(10)** working days after a permanent recall has been sent to his latest address appearing in the Human Resources records the employee shall lose his recall rights.

11.05.05 When a job vacancy occurs, employees on lay-off, and subject to recall, **will** be given consideration when job vacancies occur during their recall period. When vacancies occur, laid off employees will be contacted at the last address filed **with** Human Resources Department.

11.06 **If** an employee with less than five **(5)** years **of** seniority has been laid off for a period of two **(2)** years or an employee with five (5) or more seniority has been laid off for a period of three **(3)** years, his employment will be terminated and seniority cancelled.

ARTICLE 12 – DISCIPLINE AND DISMISSALS

12.01 The value of consistent, progressive discipline is recognized by both parties. Therefore, except in extreme cases, discipline or discharge for just cause should be preceded by a documented record of counseling, warnings (written, oral) and/or suspensions. It is further recognized that to achieve this purpose, the Union Shop Chairperson and/or Chief Steward as applicable must be copied on all disciplinary notations at the time that they are placed on the employee's file.

12.02 The Company shall advise an employee of any written report on his file and the employee shall have a right to reply to such written report. Such reply shall become part of the employee's file so long as such written report remains in the file.

12.03 Any disciplinary notations will be recorded in the employee's personal record in the Human Resources Department and withdrawn after a period of **twelve (12)** months. Should other disciplinary warnings of a related nature be filed in the employee's record within this twelve-month period all such related documents shall be retained for twelve (12) months following the most recent warning.

12.04 As an exception to this rule any disciplinary action designated as a "final warning" shall remain in the employee's personal record for a period of **twenty-four (24)** months.

12.05 Employees shall have the right to see their personnel file upon request. In the event that an employee sees something in the file that he is unaware of, he may lodge a complaint, and such complaint shall be included in the file.

12.06 An employee who is involved in any discussion with management that may result in disciplinary action shall have the right to have a Shop Steward involved in the discussion.

12.07 An employee discharged or disciplined, except in the case of physical violence, immediate safety hazard, or theft shall have the right to an interview with his Union Steward before leaving the Company premises.

12.08 Any grievance filed as a result of discipline or dismissal shall be entered at Step Two of the grievance procedure by the Shop Committee. The right to grieve shall be deemed to be waived if a grievance has not been presented within ten (10) working days after the event that gave rise to the grievance.

ARTICLE 13 – LEAVES OF ABSENCE AND REMUNERATED ABSENCE DAYS

13.01 Unpaid Leaves of Absence

13.01.01 The Company shall notify the Union of any unpaid leave of absence granted of more than thirty (30) days duration.

13.01.02 The Company may grant unpaid leave of absence to employees for personal reasons, providing:

- a) All requests for such consideration are made in writing to the Human Resources Department at least twenty-one (21) days prior to the date such leave is to commence. All such requests must state the reason for the request and the duration of the leave requested;
- b) The granting of leave would not unreasonably affect the Company's operation or schedule of work;
- c) The leave of absence is approved in advance by the Human Resources Manager or his designate; and
- d) The employee shall not engage in any other employment during such leave except with expressed permission of the Company.

13.01.03 In the case of a personal emergency, the twenty-one (21) day notification period may be waived on the authority of the Human Resources Manager or his designate.

13.01.04 If the Leave of Absence period is thirty (30) days or less the employee's seniority will continue to accrue during this period. If the leave of absence is thirty-one (31) days or more the employee concerned will retain his seniority but will not accrue seniority during this period.

13.01.05 An employee not returning from a leave of absence within the prescribed time shall be considered as having resigned their position unless the absence is caused by circumstances beyond employee's control.

13.02 Union Leaves of Absence

13.02.01 On request from the Union, the Company shall grant a leave of absence without pay to officials of the Local Lodge or their delegates for the transaction of Union business and to attend Trade Union conventions. The number of employees granted a leave of absence for such an activity and the number of days granted is to be mutually agreed upon. Such leave shall not be unreasonably withheld. Such request must be submitted at least twenty-one (21) days prior to the date of the event.

13.03 Illness Leaves

13.03.01 In cases of sickness or accident which necessitates absence from work, the employee must:

- a) Notify his Supervisor as soon as possible on the first day of his absence;
- b) Inform his Supervisor ~~as soon~~ as possible as to the date when he expects to return to work in order to allow the Company reasonable time to organize the work to be carried out.

13.03.02 A doctor's certificate is required for illness of more than three (3) days or when the employee has been informed that his absenteeism is frequent or excessive.

13.04 Remunerated Absence Days

13.04.01 The main goal of the Remunerated Absence Days (**RAD**) is to allow employees to receive their full salary in case of illness. In addition, the Company recognizes that employees may have personal and family obligations and may grant an employee a leave upon request when a situation out of the employee's control arises.

13.04.02 Immediate supervisors must approve these days of absence.

13.04.03 With the exception of family obligation days and community service days, the days indicated in the following table are event related.

Type of Leave	Notes	Paid	R.A.D.	Not Paid
Birth/Adoption (father only)	Less than 3 months of service	2 Days	-	3 Days
	More than 3 months of service	2 Days	3 Days	-
Adoption of Spouse's Children	Less than 3 months of service	-	-	2 Days
	More than 3 months of service	-	2 Days	-
Marriage	Employee is married on a regular work day	1 Day	-	-
	Member of family is married on a regular work day	-	1 Day	-
Bereavement Leave (day of the funeral must be included)	Father, mother, spouse, children, brother, sister, stepparents, stepbrother, stepsister	5 Days	-	-
	Grandparent, parent-in-law, brother and sister-in-law, son and daughter-in-law	3 Days	-	-
	Uncle, aunt, nephew, niece, grandchild	1 Day	-	-
Termination of Pregnancy (20th week on)	Woman - If more than 3 months of continuous services	Maternity Leave	-	-
	Man - If less than 3 months of service	2 Days	-	3 Days
	Man - If more than 3 months of service	2 Days	3 Days	-
Family Obligations	Obligations related to the care and education of a minor child or the health of a member of your family ¹	-	5 Days (per year)	5 Days (per year)
Court Duties	Jury duty or witness - Payment of the difference between your regular pay (including premium) and any amount you may receive from the court	Duration of duty	-	-
Military Obligations	Payment of the difference between your regular pay (including premium) and any amount you may receive from the reserve	Duration of duty	-	-
Community Service	City council, school board, chamber of commerce or similar activities	-	2 Days (per year)	-
Other Personal Obligations	These days must be approved by management	-	1 Day	-
Candidate to an Election	From the decree up to the 30th day following the election	-	-	See Notes

¹ Family - Spouse, children, father, mother, brother, sister, grandparents.

13.04.04 When employees join Bombardier as a full-time regular employees, they become eligible for one RAD for each month of continuous service until the following April 30 up to a maximum of 10 days. Accumulation of RADs is retroactive to the date of hire following completion of probation.

13.04.05 On May 1, or the pay day closest to May 1, employees will become eligible for 10 days of remunerated absence during the current year.

13.04.06 Any unused RADs will accumulate to a maximum of 130 days. No compensatory payments will be made for unused absence days at retirement or termination of employment.

13.04.07 When the RADs have been depleted, any further absences will be granted as unpaid leave or STD or LTD as applicable in accordance with this agreement.

13.05 Maternity and Parental Leave

13.05.01 An employee may take maternity leave for a maximum of seventeen (17) weeks in accordance with the Canada Labour Code. Eligible employees will receive a supplemental maternity benefit that, when combined with the employee's Employment Insurance benefits, will provide the employee with 100% of her base income at the time of leave.

13.05.02 Eligible employees are permanent hourly employees who have worked at least 600 hours before beginning the maternity leave and who receive maternity benefits from the Employment Insurance Commission.

13.05.03 Benefits will be paid for a maximum of 17 weeks. This period will include the waiting period required by the Employment Insurance Commission. If the waiting period is less than 2 weeks, the benefits will be paid for a shorter period. For example, in the event that the Employment Insurance does not request a waiting period, the benefits will be paid for the first 15 weeks of the maternity leave.

13.05.04 An employee may take unpaid parental leave for a maximum of thirty-seven (37) weeks at the birth or adoption of a **pre-school** aged child (excluding child of a **spouse**) in accordance with the Canada Labour Code.

13.05.05 During the course of these leaves of absence, the employee on leave retains his benefits **as if at work**. However, during parental **leave**, the employee must either continue to contribute to the Retirement Plan in order to maintain benefits or request leave from the Plan.



ARTICLE 14 – POSTING NOTICES

14.01 The Union shall have the privilege of posting mutually approved notices at specified places on the Company's premises. **The** Company shall **be** furnished copies **of** all such notices 24 hours prior to their posting.

ARTICLE 15 – POSTING OF VACANCIES

15.01 The Company shall post a notice of labour vacancies for a period of five (5) working days at all seniority units simultaneously, giving preference to employees at the unit of vacancy.

ARTICLE 16 – FILLING VACANCIES

16.01 Without prejudice to the right reserved under **Article 3 of** this Agreement, **the** Company shall take seniority into consideration when making promotions and **where** essential qualifications are equal, seniority shall be the determining factor.

ARTICLE 17 – HOURS OF WORK

17.01 The standard work week will be 40 hours, normally Monday to Friday. All union members assigned to a Svc/Snags crew will work an 8-hour shift with no scheduled breaks while on a day shift and an 8 ½ hour shift with a half hour unpaid meal break while on the evening shift. All other union members will work an 8 ½ hours shift with a half hour unpaid meal break.

17.02 Meal breaks, when applicable, will be taken when the employer's operational requirements permit the employee's absence from his assigned duties. Whenever possible, meal breaks will be permitted during the fourth or fifth hours of the shift.

17.03 The Company shall, at all times, take reasonable steps to give the employees advance notice of any change or cancellation of regular working hours.

17.04 For special shift requirements driven by changes in the flying program, the Company shall provide notice as follows:

- a) Night Flying– 5 calendar days;
- b) Weekend Launch and Recovery– 2 calendar days; and
- c) Weekend Local Flying– 5 calendar days.

17.05 The Company shall provide at least 24 hours advance notice of cancellation of weekend flying unless such cancellation is due to weather or an act of God. If the Company fails to provide such notice, any employee affected shall be compensated with four (4) hours of pay.

17.06 For all other temporary special shift requirements, except in cases of unforeseen operational requirements, the Company shall notify the Shop Committee two working days in advance of its intention to establish any special shift, of its terms and reasons, of its approximate duration and of the number of employees involved, The Company will do everything possible to minimize the use of special shifts.

ARTICLE 18 - OVERTIME

18.01 As a result of the unpredictable nature of aircraft maintenance work in the flying environment of the NFTC Program, **the** Union recognises the necessity of overtime **work** and agrees to cooperate with the Company in this respect. The Company agrees to make reasonable efforts to minimize overtime and to give as much advance notice as possible to employees.

18.02 When overtime work can be planned **in** advance, the Company **agrees** to **distribute** overtime on an equitable basis from amongst those **who** volunteer for it. A system will be developed at each location to distribute overtime opportunities equitably and the volunteers will be chosen based on this system.

18.03 When the overtime **is** required *to* meet the next **flying** day's operational commitments, the Company may **ask** an appropriately authorized employee currently at **work** to perform the overtime work required. This procedure is deemed to be exceptional in nature.

18.04 Overtime Hours - Employees will be paid time and a half for any hours worked outside of their regular working hours.

17.07 If new permanent shift patterns are required as a result of significant changes in the business, the Company and Union agree to negotiate and agree to these new **shift patterns**.

ARTICLE 19 – PAYMENT OF WAGES

19.01 Payment of an employee's wages will be made by direct deposit on a bi-weekly basis on Thursday. A statement of total earnings and all deductions for the pay period shall be provided to each employee.

ARTICLE 20 - SPECIAL ALLOWANCES

20.01 Call In Pay - Employees that **report** to work on one **of** their normally scheduled days off will be paid four **(4)** hours straight time or time and a half for the actual hours worked, whichever is greater.

20.02 Night Shift Premium - Any employee working after 2300hrs **will** receive a premium of **\$1** per hour worked after this time.

20.03 Travel Allowances - Travel expenses will be reimbursed in accordance with the Bombardier Inc., MAT Travel Expense Policy.

20.04 Clothing Allowance - AH union members will be entitled to a credit at a local clothing and safety equipment vendor **to** spend on personal clothing and safety equipment in accordance with the AFMO Clothing **Policy**. Technical Specialists will be entitled to a credit of **\$250** per year (\$125 semi-annually). All other union members will be entitled to a credit of **\$500** per year (\$125 quarterly).

20.05 Prescription Safety **Glasses** - When corrective lenses are prescribed, the employee will select the desired frames from *the* variety approved **by** the Health **and** Safety Committee. Safety glasses **will** be supplied on the basis of one **(1)** pair every two **(2)** years, referring to the date when the employee received his last pair.

ARTICLE 21 – GROUP INSURANCE

21.01 Participation- A Group Insurance Plan is available to all employees and their eligible dependents.

21.01.01 The benefits currently provided will remain in effect until the benefit package for the non-unionised employees is modified.

21.01.02 When the package for the non-unionised employees is modified the, following modifications shall be applied to the benefits package for the employees covered by this agreement.

- a) The employee's Health care deductible of ~~\$50/\$100~~ is eliminated.
- b) The employee will contribute to the group insurance plan as follows:
 - \$5 per week for individual coverage
 - \$10 per week for family coverage

21.02 Life Insurance for Employees- Effective May 1st, 2006, 100% of Base salary.

21.03 Accidental Death and Dismemberment Insurance for Employees - Effective May 1st, 2006, 100% of Base salary!

21.04 Supplementary Health Coverage Expenses Covered

Employees and Dependents

Covered expenses are those provided in the master policy.

21.04.01 Eligibility - Insured employees and insured dependents become eligible for Health care coverage after the employee has completed three (3) months of continuous service.

21.04.02 Eligible Drugs - Drugs, which can only be obtained with a physician or dentist's prescription, and which are provided by a pharmacist, are included as eligible drugs.

- a) Original drugs are reimbursed at 80%;
- b) Original drugs without equivalent generic drugs are reimbursed at 95%;
- c) Generic drugs are reimbursed at 95%.

The annual maximum contribution per year is \$850 per person and \$1,250 per family. Once this maximum has been reached, drug related expenses are reimbursed at 100%.

21.04.03 Other Medical Expenses - All other eligible medical expenses are reimbursed at 80 %, except otherwise mentioned, subject to the limits provided under the master policy and to the following conditions:

- a) The total amount reimbursed for services provided by Health specialists who are eligible in accordance with the master policy, is limited to \$500 per calendar year for each eligible person. However, the reimbursement for services provided by a psychologist or a physiotherapist will be excluded from this limit.
- b) Home support services provided by a registered nurse are limited to a maximum reimbursement of \$25,000 per calendar year for each eligible person.
- c) Laboratory tests, X-rays and audiograms are limited to a maximum reimbursement of \$1,000 per calendar year for each eligible person.
- d) The plan reimburses the cost of the hospitalization care, engaged in the province of residence of the employee, which are in excess of the amount reimbursed by the government health plan. Semi-private rooms are reimbursable at 100% for the first 180 days and at 80% thereafter. Hospitalization costs exceeding semi-private costs, up to an amount of \$10 per day, are reimbursable at 80%.
- e) Licensed ambulance service for emergency transportation to the nearest hospital when the physical condition of the covered person precludes the

use of any other means of transportation. The first \$60 per transportation is reimbursed at 100%. Excess charges are reimbursed at 80%.

- f) Upon presentation of the appropriate medical certificates and approval from the employer, the employee shall be entitled, once in his lifetime, to a reimbursement of 100% of expenses incurred for therapies to treat substance abuse, alcoholism or gambling, subject to a maximum of three thousand (3,000) dollars.

21.04.04 Personal Corrective Lenses - Employees and Dependents - Glasses (lenses and frames), contact lenses and laser surgery are covered if prescribed by an ophthalmologist or an optometrist up to a maximum of:

- a) \$200 per child (under the age of 19 or, up to and including their 25th birthday if they are full-time students) per calendar year;
- b) \$200 per adult per period of two calendar years.

21.05 Supplementary Health Coverage - Early Retirement

21.05.01 Early Retirement - Effective January 1st 2006, the supplementary health coverage ceases upon retirement.

21.05.02 Lump Sum Retirement Allowance - An employee who retires prior to age 65 and who has at least 10 years of service at time of retirement will receive a lump sum retirement allowance payment equal to:

Age at retirement	Lump Sum retirement allowance payment
55	\$ 3,600
56	\$ 3,200
57	\$ 2,900
58	\$ 2,500
59	\$ 2,200
60	\$ 1,800
61	\$ 1,400
62	\$ 1,100
63	\$ 700
64	\$ 400

· Amounts in the above table will be prorated between age anniversary dates.

When possible, in accordance with the Income Tax Act, the employee may, if he wishes so, transfer this amount, tax free, to an R.R.S.P.

21.06 Dental Expense Coverage

21.06.01 Eligibility - Insured employees and insured dependents become eligible for this coverage after the employee has completed one (1) year of service. There is no dental deductible amount. Covered expenses will be paid in accordance with the current schedule of the dentist association of the province of residence.

21.06.02 The following shall be reimbursed under the plan:

- a) 100 % of the costs of basic dental services, including oral examinations, X-rays, polishing, fluoride application, scaling and other preventive dental services, limited however to one visit for preventive services per period of nine months beginning with the date of the last visit;
- b) 100 % of the costs of basic dental services (other than preventive services) including pathology, extractions, fillings and denture repair;
- c) 50 % of the costs of major dental services;
- d) A maximum of \$2,000 shall be reimbursed per insured in any one calendar year for preventive, basic and major dental services;
- e) 100 % of the cost of orthodontic care, with a lifetime limit of \$2,500 per insured.

21.07 Employees 65 Years of Age or Over - Notwithstanding the provisions of clause 1, benefits therein described will be modified as follows for employees **who would** elect to continue working after age 65:

- a) Life insurance: 20% of Base salary;
- b) Accidental Death and Dismemberment Insurance: Ineligible;
- c) Long Term Disability Coverage: Ineligible.

21.08 Extension and Conversion Options - The Group Life Insurance will continue in effect for a period of **thirty-one** (31) days after the date of termination. During this period, the employee will have the privilege to convert the Life Insurance to a private policy at his/her own cost.

21.09 General Provisions - In the event of any change in a Government Health Insurance Plan during the life of the Agreement, negotiations between the Local lodge and the Company will start three (3) months prior to the effective date, for the integration **of** the changes.

Except as otherwise mutually agreed upon, benefits not covered by the Government Health Insurance Plan shall be retained under the Company's plan. However, any change of a Government Health Insurance Plan will not in itself occasion improvements in benefit levels in the remainder of the group insurance package.

It is not the intention of the parties that the Company will pick up any contributions required by employees under the Government Health Insurance Plan.

ARTICLE 22 – HOLIDAYS

22.01 Every seniority employee shall be paid for one standard shift at straight time for each of the following holidays:

Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Shutdown Period
Civic Holiday	
Labour Day	

22.02 If a statutory holiday falls on a Saturday or Sunday, the holiday will be taken on the Friday preceding ~~or~~ the Monday following the weekend ~~as~~ posted by the Company at the start of the calendar year.

22.03 An employee ~~will~~ be paid for a statutory holiday only if he works the last working day preceding the holiday and the first working day following the holiday unless he is ~~on~~ an approved leave of absence.

22.04 The Christmas Shutdown Period shall be 24 December to 2 January inclusive.

ARTICLE 23 - VACATION

23.01 The Vacation Entitlement (Accrual) year is to be considered as the twelve-month period immediately preceding the vacation year, i.e., May 1st through April 30th.

23.02 The Vacation year is to be considered as the period when employees take their vacation as earned in the preceding twelve-month period (entitlement accrual year). The vacation year shall commence on May 1st *in* any calendar year and continue through to April 30th of the following calendar year.

23.03 Vacation Schedule

23.03.01 Employees will submit their vacation plans for the next vacation year by no later than 30 April of the previous accrual year.

23.03.02 The Company reserves the right to limit the number of employees on vacation at the same time. In cases where it is necessary to allocate the vacation period of any employee in order to maintain the work schedule or there is a conflict with one or more employees desiring the same date, seniority will be the governing factor.

23.03.03 A maximum of two (2) calendar weeks at a time may be taken between June 1 and August 31. Vacation booked during this period must be booked in week blocks. Vacation booked outside of this period may be booked as broken days. Exceptions may be made by the Supervisor if operational requirements permit.

23.04 Length of Vacation

23.04.01 During this contract period:

- a) any employee who, has been in the employ of the Company, in any capacity, for one (1) year, but less than three (3) years shall be given ten

(10) working days vacation with pay at 4% of the employee's total earnings from the reference year.

- b) Any employee who has been in the employ of the Company, in any capacity, for three (3) years but less than nine years, will be given fifteen (15) working days vacation at his current rate of pay or 6% of the employee's total earnings from the previous accrual year, whichever is greater.
- c) Any employee who has been in the employ of the Company, in any capacity for nine (9) consecutive years will be given twenty (20) working days vacation at his current rate of pay.
- d) Any employee who has been in the employ of the Company, in any capacity for seventeen (17) consecutive years, will be given (25) working days vacation at his current rate of pay.
- e) Any employee who has been in the employ of the Company, in any capacity for twenty-five (25) consecutive years, will be given thirty (30) working days vacation at his current rate of pay.
- f) Any employee, who, at April 30th has been in the employ of the Company in any capacity for less than one (1) year, but not less than three months, shall be given, for each month of employment, one full day vacation, but not exceeding 10 working days.

23.05 An employee on sick leave, maternity leave, or parental leave shall accrue vacation pay inclusive of any other sickness and accident insurance payments. Employees on leave of absence for any other reasons will not accrue vacation pay.

23.06 The final pay for any employee who voluntarily leaves the Company or who is dismissed will include pay for all accrued annual vacation pay due at the date of termination.

ARTICLE 24 – OCCUPATIONAL CLASSIFICATIONS

24.01 Every employee will be classified under one **of** four Occupational Classifications as follows:

- a) Aircraft Technician
- b) Servicing Technician
- c) Technical Specialist
- d) GSE Technician

24.02 An employee who claims that he is normally and regularly assigned work that is not appropriate to his classification shall make application in writing to his **Supervisor** for a change **of** classification on **the** form provided. Such Supervisor shall record the date of receipt and sign it.

24.03 If the employee disagrees with the Supervisor's reply, the employee may, within five working days **of** receipt **of** the reply, **state his** grievance in writing and proceed with the Grievance Procedure beginning at Step 2.

ARTICLE 25 – REVISIONS AND NEW OCCUPATIONAL CLASSIFICATIONS

25.01 The Company will consult with the Union when amendments, additions or deletions of Occupational Classifications or Seniority Units are required and will update Appendix A of this agreement to reflect such changes. For substantial change in work normally and regularly assigned, the Company may adjust rates of pay. Any such adjustments shall be subject to the Union's agreement.

ARTICLE 26 - RATES OF PAY

26.01 Rates of **pay** shall be as set down in Appendix **B** attached hereto.

26.02 The application of the terms of this Agreement and the introduction of the new wage plan as per Appendix **B** shall not have **the** effect of reducing any employee's wage rate at the time of its execution.

26.03 An employee will enter the wage table at the level corresponding to his years of service in his current occupational classification. **if** his years **of** service are greater than the levels **of** pay for **his** occupational classification, he will **enter** at his occupational classification's highest level of pay.

ARTICLE 27 - RENEWAL, AMENDMENT AND TERMINATION

27.01 This collective agreement will be in effect upon 2 July 2005 and shall remain in effect until 30 June 2007, *for* a period *of two* (2) years. Negotiations ~~for~~ the renewal of this Collective Agreement shall be scheduled in accordance with the Canada Labour Code section 49. (1)

27.02 **The** appendices and Letters of Agreement constitute an integral component of the Collective Agreement.

27.03 Both parties reserve the right to amend and supplement this agreement, **by** mutual agreement, **at** any time during the **life** of **this** agreement.

ARTICLE 28 - EFFECTIVE DATES AND WAGE INCREASES

28.01 All practices detailed in this Collective Agreement shall **be** effective on the ratification date of this agreement with the exception of the wage table in Appendix B which is retroactive to 2 July 2005.

28.02 The increase to ~~the~~ Appendix B wage table is effective **as of 1 July 2006**.

28.03 For those employees entitled to a progression in accordance with the Appendix B wage table, such progressions will occur on the Saturday preceding the anniversary of their entry into their current Occupational Classification.

ARTICLE 29 – LETTERS OF AGREEMENT

- a) Letter of Agreement 1 – Allocation of Training Opportunities
- b) Letter of Agreement 2 – Negotiation of GSAR Compensation
- c) Letter of Agreement 3 – Team Lead Wages

ARTICLE 30 – CONTRACTING OUT

30.01 **No** outsourcing of work performed by members of the bargaining unit covered by this Collective Agreement shall result in reductions to the bargaining unit.

30.02 Work may be contracted-out **for** periods of unforeseen operational requirements of a short duration when qualified members of the bargaining unit are not available to perform the work.

ARTICLE 31 – TEMPORARY ASSIGNMENTS

31.01 Employees temporarily **assigned** to a position with a higher rate of pay shall receive that higher rate **of** pay if the duration of this employment is one week or longer. An employee in such a temporary assignment **will** not accrue seniority in that position **but will** continue to accrue seniority in their regular classification.

31.02 Employees temporarily assigned to a lower classification shall not accrue seniority in that classification for the temporary period and shall not have their **rate of pay** reduced to that *of* the lower classification.

31.03 Temporary assignments shall be for periods of no more than **sixty** (60) calendar days.

ARTICLE 32 -- ALBERTA HEALTH CARE PREMIUMS

32.01 The Company shall continue **to** pay one hundred per cent (100%) of the **Alberta** Health Insurance Premiums for the employees in Cold Lake, Alberta.

ARTICLE 33 – TIME BANK

33.01 Overtime shall be recorded and credited to the time bank **of** the employee concerned at the appropriate time and a half rate pursuant to Article 19 herein.

33.02 Compensatory time off in lieu of overtime shall be taken as mutually agreed between the employee and **his** Supervisor **and** in **blocks of** no less than two (2) hours.

33.03 When overtime is worked, the employee will indicate through the applicable **form** whether the time **will** be paid or accumulated in the time bank. **No** employee may have more than **24 hours** in **his** time bank at any time. **If** an employee has 24 hours in his time bank, any overtime worked will be paid at the applicable rate.

ARTICLE 34 - INTERPRETATION


34.01 Except where specifically stated *to the contrary*, the **use** of the masculine in this agreement **shall also** be considered to **use** the feminine.

APPROVAL


Dated at Moose Jaw, Saskatchewan, this 6th day of December, 2005.

**For the International
Association of Machinists
and Aerospace Workers:**

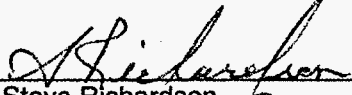
**For Bombardier Inc.,
Military Aviation Training:**



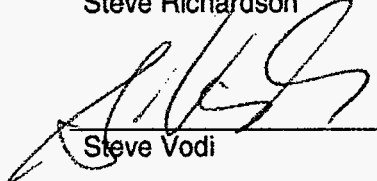
Lloyd Mejer



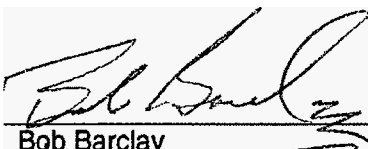
Bernie Parent



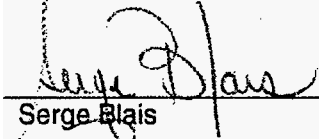
Steve Richardson




Steve Vodi




Bob Barclay



Serge Blais



Darlene Callaghan



Catherine O'Reilly

APPENDIX A – OCCUPATIONAL CLASSIFICATIONS, FLEETS AND TRADES

Occupational Classification	Fleet	Trade
Aircraft Technician	Harvard	AVN AVS ACS SS
	Hawk	AVN AVS ACS SS
Servicing Technician	Harvard	N/A
	Hawk	N/A
Technical Specialist	N/A	N/A
GSE Technician	N/A	N/A

APPENDIX B – WAGE TABLES

Wage Proposal - Hourly Rates - Effective July 2, 2005

A/C Tech	July 2, 2005		July 1, 2006	
	Hourly	Weekly	Hourly	Weekly
Start	\$ 24.05	\$ 962.00	\$ <u>24.33</u>	\$ 973.06
12 Mths	\$ 24.80	\$ 992.00	\$ 25.09	\$ 1,003.41
24 Mths	\$ 25.80	\$ 1,032.00	\$ 26.10	\$ 1,043.87
36 Mths	\$ 26.30	\$ 1,052.00	\$ 26.60	\$ 1,064.10
48 Mths	\$ 26.80	\$ 1,072.00	\$ 27.11	\$ 1,084.33
60 Mths	\$ 27.30	\$ 1,092.00	\$ 27.61	\$ 1,104.56

Servicing Tech	July 2, 2005		July 1, 2006	
	Hourly	Weekly	Hourly	Weekly
Start	\$ 14.75	\$ 590.00	\$ 14.92	\$ 596.79
12 Mths	\$ 15.25	\$ 610.00	\$ 15.43	\$ 617.02
24 Mths	\$ 15.75	\$ 630.00	\$ 15.93	\$ 637.25
36 Mths	\$ 16.25	\$ 650.00	\$ 16.44	\$ 657.48

Tech Spec	July 2, 2005		July 1, 2006	
	Hourly	Weekly	Hourly	Weekly
Start	\$ 27.05	\$ 1,082.00	\$ 27.36	\$ 1,094.44
12 Mths	\$ 27.55	\$ 1,102.00	\$ 27.87	\$ 1,114.67
24 Mths	\$ 28.04	\$ 1,121.60	\$ 28.36	\$ 1,134.50
36 Mths	\$ 29.04	\$ 1,161.60	\$ 29.37	\$ 1,174.96

GSE Tech	July 2, 2005		July 1, 2006	
	Hourly	Weekly	Hourly	Weekly
Start	\$ 22.25	\$ 890.00	\$ 22.51	\$ 900.24
12 Mths	\$ 23.25	\$ 930.00	\$ 23.52	\$ 940.70
24 Mths	\$ 24.25	\$ 970.00	\$ 24.53	\$ 981.16
36 Mths	\$ 25.25	\$ 1,010.00	\$ 25.54	\$ 1,021.62

Apprentice	July 2, 2005		July 1, 2006	
	Hourly	Weekly	Hourly	Weekly
Start	\$ 15.50	\$ 620.00	\$ 15.68	\$ 627.13
12 Mths	\$ 16.00	\$ 640.00	\$ 16.18	\$ 647.36
24 Mths	\$ 18.50	\$ 740.00	\$ 18.71	\$ 748.51
36 Mths	\$ 20.88	\$ 835.00	\$ 21.12	\$ 844.60
48 Mths	\$ 24.05	\$ 962.00	\$ 24.33	\$ 973.06

New Team Leads = 60 Month A/C Rate + \$2.00 per hour

Transition Rules:

- If individual rate is below July 2/05 rate, move to July 2/05 rate increase.
- If individual rate is above July 2/05 rate, rate remains and a 1% bonus applies.
- If the rate increase to the Jul 2/05 rate is less than 1%, the difference will be paid in the form of a bonus.
- Entire Table Increases on July 1, 2006 by 1.15%

LETTER OF UNDERSTANDING #1

Mr. Steve Vodi
Airline Coordinator
15 Gervais Drive, Suite 707
Toronto, ON M3C 1Y8

Dear Sir,

This letter is intended to clarify how the Company will allocate opportunities for experience and training required to be eligible for gaining authorizations in support of the 2005 Collective Agreement.

All authorizations will be granted to individuals within the organization in accordance with the NFTC Maintenance Process Manual.

The Company reserves the right to limit the total number of personnel that will hold a specific authorization for operational reasons. The Company will inform the Shop Committee of any such limitations that are imposed.

Prerequisite training and experience for authorizations required to perform the duties of specific positions within the organization will only be given to employees occupying those positions or selected to fill those positions in the future. Selection of personnel to occupy these positions will be performed according to Article 17 Filling Vacancies

The following process will apply to the allocation of prerequisite training and experience for all other authorizations:

- Employees will submit a written request to their Supervisor and Shop Steward when they wish to be considered for an authorization. All such requests will be forwarded by the Supervisor to the Technical Training Coordinator for retention on the employee's Training, Qualification, and Authorization file. No more than three (3) such requests will be held on file at any time. If a fourth such request is submitted, the employee will indicate which request is to be removed from his file;
- When opportunities for training and experience arise within the organization, Supervisors will give priority for these opportunities based on seniority to those individuals who have submitted a notice of interest;
- The Company will send a monthly report to the Shop Committee detailing all authorizations held by individual and highlighting any authorizations granted since the last report (to be generated from the TQ&A database)

If the Company determines that it will not grant an authorization to an individual, the Company will provide its justification in writing to the individual and the Shop Committee.



Darlene Callaghan
Aircraft Fleet Manager
NFTC Program

LETTER OF UNDERSTANDING #2

Ms. Darlene Callaghan
Aircraft Fleet Manager
NATO Flying Training in Canada Program
15 Wing Moose Jaw
P.O. Box 30
Bushell Park, Saskatchewan

Dear Ms. Callaghan:

In light of the fact that Bombardier states it is currently negotiating with the Department of National Defence concerning its contract with DND for the provision of GSAR Services, Bombardier and the IAM agree as follows:

- a) Bombardier **will** notify the IAMAW as soon as those negotiations are concluded with DND and **will** advise the IAMAW of those contract terms as they affect the terms and conditions of employment **of** the **GSAR IAMAW** members.
- b) The IAMAW agree to commence to negotiate in good **faith** the collective agreement terms which will be applicable to the GSAR bargaining unit members, not later than thirty (30) days after the Company concludes their negotiations with DND.
- c) **If** the parties **are** unable to reach a satisfactory resolution of the above-noted terms and conditions applicable to the GSAR bargaining unit members within ninety (90) days after the commencement of such negotiations, the parties agree that those terms and conditions **will** be decided by binding arbitration with Daniel Ish as the agreed upon arbitrator.
- d) Until a resolution **is** achieved under the above-noted provisions, the freeze provisions of the Canada Labour Code will apply to the GSAR bargaining unit members with regard to the current terms and conditions specific to GSAR and Bombardier, with the understanding that any changes in **those** terms and conditions must **be** negotiated with the IAMAW.

Yours truly,



Steve Vodi
Airline Coordinator, Canada
SV/sv

Cc: D. Ritchie GVP Canada IAMAW
B. Parent IAM Negotiating Committee

LETTER OF UNDERSTANDING#3

Mr. Steve Vodi
Airline Coordinator
15 Gervais Drive, Suite 707
Toronto, ON M3C 1Y8

Dear Sir,

Further to the discussions held during the 2005 negotiations, the parties agree that the Wage Table in the 2005 Collective Agreement between Bombardier Inc., MAT and the IAMAW will not apply to any individuals holding a Team Lead position as of 5 October 2005 with the exception of Kevin Smith. In lieu of the wage table rates, these individuals will maintain their current rate of pay with a 1% lump sum payment upon ratification of the agreement and a salary increase of 1% effective 1 July 2006. Kevin Smith will receive the applicable salary and Team Lead premium from the wage table.



Darlene Callaghan
Aircraft Fleet Manager
NFTC Program