

COLLECTIVE AGREEMENT

between

SUNWING AIRLINES INC.
(The "Company")



and

INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE WORKERS



Represented by:

DISTRICT LODGE 140
(The "Union")

JUNE 1, 2019 - MAY 31, 2023

15299-01

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ARTICLE 1 - PREAMBLE

1.01 Certification

Sunwing Airlines Inc., hereinafter referred to as “the Company”, recognizes the International Association of Machinists and Aerospace Workers, hereinafter referred to as “the Union”, as the sole bargaining agent for: all employees of Sunwing Airlines Inc. at the Toronto-Lester B. Pearson International Airport carrying out aircraft maintenance and ground support functions, including Aircraft Maintenance Engineer (AME) supervisors, interior technicians and ground support technicians, excluding administrative employees, clerical employees and those above the rank of supervisor.

1.02 Purpose of Agreement

The purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the Union and the Employees covered by this agreement and to provide mechanism for the timely disposition of grievances.

The Union recognizes that the Company must be able to maintain an efficient, customer oriented, cost effective operation. The Union agrees to support the Company in these objectives. It is recognized by this Agreement to be the duty of the Company, of the Union and of the employees to cooperate fully, both individually

and collectively, for the advancement of that purpose.

1.03 Except in cases where gender is specifically mentioned, the male gender is used in this text to represent both sexes, without discrimination against men or women.

1.04 Classifications

Aircraft Maintenance Engineer Supervisors

Aircraft Maintenance Engineer ACA "M"

Aircraft Maintenance Engineer ACA "E"

Aircraft Maintenance Engineer ACA "S"

Aircraft Maintenance Engineer "M2"

Aircraft Maintenance Engineer "E"

Aircraft Maintenance Engineer "S"

Aircraft Maintenance Technicians (non-licensed*)

*would include Apprentice AME

Aircraft Interior Technicians

Ground Support Technicians

1.05 Printing Cost

The cost to print the Collective Agreement shall

be shared by the Company and the Union. Once ratified and a final version has been approved and signed by both parties, the Union will administer and facilitate the printing and distribution of the Collective Agreement as applicable.

1.06 Definitions

- 1.06.01 Agreement: means the Collective Agreement in effect, including agreed upon amendments or interpretations thereto and covered by Letters of Agreement, signed by responsible Company and Union Officers/Representatives.
- 1.06.02 Bargaining Committee: refers to the employees that have negotiated this Collective Agreement, are identified and have signed this Collective Agreement.
- 1.06.03 Bargaining Unit Seniority: means the date of an employee's permanent entry into any classification covered by this Collective Agreement.
- 1.06.04 Classification: means a classification as described in 1.04.
- 1.06.05 Classification Seniority: means the length of service in the classification, calculated from the date the employee enters the classification.

- 1.06.06 Company: refers to Sunwing Airlines Inc.
- 1.06.07 Company Service Date: means the date marking the beginning of continuous employment with the Company.
- 1.06.08 Compressed Work Schedule: means a work schedule that does not respect a 5 on and 2 off work schedule.
- 1.06.09 Crew: means a group of people working together at a particular work location that may be comprised of different or same classifications; that may be identified by a name (Example: Crew 'A').
- 1.06.10 Day Off: A day in which an employee is not scheduled to work.
- 1.06.11 Email: means the email provided to the employee by the Company that the employee must read at the start of each shift (Example: name@flsunwing.com).
- 1.06.12 Employee: means any person in the employ of the Company who is in the bargaining unit covered by this Agreement.
- 1.06.13 Statutory Holiday: means a holiday as provided for in Article 9.
- 1.06.14 Local Agreement: means any written agreement developed between the Company and the Local Chief Shop Steward and

requires the approval of the applicable District Lodge Representative.

- 1.06.15 Rest Period: means an uninterrupted continuous period of time during which an employee is released from all duties or professional responsibilities.
- 1.06.16 Shift: means the start and end time of the work day within the work schedule.
- 1.06.17 Voluntary: means done without compulsion or obligation, without constraint or pressure.
- 1.06.18 Temporary Position – shall be defined as either of the following:
- i) A position required due to additional workload, for a period equal to or less than nine (9) months per calendar year. Such employee shall obtain permanent status after nine (9) months; or,
 - ii) The replacement of an existing position for a defined period of time.
- 1.06.19 Uniform: means all mandatory clothing and accessories defined by the Company, as described in Article 15 of this Collective Agreement.
- 1.06.20 Work Schedule: means the number of hours and days of work in a work cycle inclusive of days off (the days following regularly

scheduled work days) terminating at the beginning of the next work schedule.

ARTICLE 2 - UNION RECOGNITION

- 2.01 The Company recognizes the Union as the sole bargaining agent for all employees Sunwing Airlines Inc. at the Toronto-Lester B. Pearson International Airport carrying out aircraft maintenance and ground support functions, including Aircraft Maintenance Engineer (AME) supervisors, interior technicians and ground support technicians, excluding administrative employees, clerical employees and those above the rank of supervisor in accordance with the certification document issued by the Canada Industrial Relations Board, under the provisions of the *Canada Labour Code*, unless otherwise directed by the Canada Industrial Relations Board.
- 2.02 No employee covered by this Agreement shall be interfered with, restrained, coerced, or discriminated against by the Company, because of membership in or lawful activity on behalf of the Union.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.01 The Union recognizes that the management of the Company and direction of the working forces are fixed exclusively in the Company and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive

function of the Company to:

- a) Maintain standards, order, discipline and efficiency;
- b) Hire, promote, transfer, suspend, and re-hire employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority, that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Company;
- c) Determine and establish standards and procedures, and to maintain order, discipline and efficiency in connection therewith to establish and enforce rules and regulations, policies and practices to be observed by its employees and to alter such rules and regulations provided that such rules and regulations are reasonable and shall be consistent with the provisions of this Agreement. Such rules will be made available to all employees and to the Union prior to their implementation. The Company reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees of the Union;
- d) To determine the number of employees to be employed, the extension, limitation,

curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except as specifically limited by the express provision of this Agreement.

- 3.02 The Company's exercise of these exclusive rights in one manner or another, or the non-exercise of such rights, in no way circumscribes the exercise of such rights in future.
- 3.03 Any instruction or agreement between the Company and an employee, made in accordance with the provisions of this Collective Agreement, shall be the subject of a written document, with a copy to the Local Chief Shop Steward. Individual agreements on working conditions that differ from or are not provided for in this Collective Agreement shall be invalid.
- 3.03.01 A written instruction mentioned in Article 3.03 shall be given when any of the following occur: change in work schedule, change of shift, promotion, change in classification, demotion, dismissal, layoff, disciplinary action, leave of absence, training, or where stipulated in a particular article in this Collective Agreement.
- 3.04 It is agreed that the exercise of these rights in a manner which conflicts with the express provisions of this Collective Agreement may be subject to the grievance procedures contained

herein. The Parties agree that the provisions contained within Article 3 shall be exercised at all times in a just and reasonable manner.

ARTICLE 4 - CLASSIFICATIONS COVERED, PAY SCALES AND PREMIUMS

4.01 The definitions of classifications listed in this Article are for information purposes only and cannot be interpreted as a limit to the Company's right to assign an employee to carry out duties of a classification other than his own, on condition that the employee has the necessary qualifications.

4.02 New Classification

The following procedure shall apply in the event the Company wishes to introduce a new classification:

4.02.01 The Company agrees to discuss terms, roles and responsibilities and negotiate wages of the new classification with the Union.

4.03 Classifications Covered

4.03.01 This agreement covers the following job classifications:

- Aircraft Maintenance Engineer Supervisor
- Aircraft Maintenance Engineer AME with ACA

- Aircraft Maintenance (AME)
- Aircraft Interior Technician
- Ground Support Technician
- Aircraft Maintenance Technician (non-licensed)

4.03.02 Aircraft Maintenance Engineer Supervisor

Comprising those employees who have the appropriate license, a valid ACA and the qualifications of their classification and have demonstrated the ability to direct a crew of employees and/or organize the tasks within an assignment or project. The Supervisor is a working member within a crew.

4.03.03 Aircraft Maintenance Engineer ACA

Comprising of those employees who are Aircraft Maintenance Engineers having a valid ACA for the type(s) of aircraft operated by the Company. The following certifications are included in this classification:

- Aircraft Maintenance Engineer "M" with ACA
- Aircraft Maintenance Engineer "E" with ACA
- Aircraft Maintenance Engineer "S" with

ACA

4.03.04 Aircraft Maintenance Engineer (AME)

The following employees are included in this classification:

- Aircraft Maintenance Engineer "M"

Comprising those employees who are Aircraft Maintenance Engineers have received "M2" certification recognized by Transport Canada.

- Aircraft Maintenance Engineer "E"

Comprising those employees who are Aircraft Maintenance Engineers have received "E" certification recognized by Transport Canada.

- Aircraft Maintenance Engineer "S"

Comprising those employees who are Aircraft Maintenance Engineers have received "S" certification recognized by Transport Canada.

4.03.05 Aircraft Maintenance Technician (non-licensed)

As a condition of employment, must have completed a Transport Canada recognized college diploma, or have equivalent experience in order to obtain a Transport Canada ('M2', 'E', 'S') AME license. This classification includes apprentices.

4.03.06 Aircraft Interior Technicians

Comprising those employees who specialize in aircraft cabin maintenance.

4.03.07 Ground Support Technicians

Comprising those employees who are assigned to ride brakes during aircraft towing and are responsible for hooking up ground support equipment and the general cleanliness and fuelling of ground support equipment as well as other related duties as assigned within their scope of training. The work of aircraft brake riding is not exclusive to this position.

4.04 Shift Operations

4.04.01 The number of Supervisors will be established solely by the Company, consistent with manpower requirements.

4.04.02 When replacing a Supervisor for absences up to 60 days, the qualified ACA's on shift shall be solicited for the temporary upgrade in order of seniority. If a temporary replacement is required for a longer period, the role shall be posted as a fixed term, temporary relief position and selection will follow the provisions set forth in Article 6.02.10.

4.05 Promotions and Transfers

- 4.05.01 In situations where the employee is promoted to a position within the bargaining unit and subsequently is unsuccessful in passing the probation period, he shall have the right to return to the previously held position.
- 4.05.02 In situations where the employee is promoted to a position within the bargaining unit, he may voluntarily elect to return to his previous position upon written request to the Company at any time during his probationary period.
- 4.05.03 Employees accepting a position outside the scope of the Bargaining Unit in a Managerial role shall forfeit all bargaining seniority.

4.06 Probationary Period

- 4.06.01 The probationary period for new employees shall be 180 days from date of hire. For employees who are promoted to a higher classification within the bargaining unit, the probationary period shall be 90 days from the date commencing the new position.
- 4.06.02 Probation may be extended an additional 90 days upon written agreement between the Company and the Local Chief Shop Steward.

4.07 Wages

4.07.01

| YR 1 | YR 2 | YR 3 | YR 4 | YR 5 |
|------|------|------|------|------|
| | 4.0% | 2.5% | 2.0% | 2.0% |

| Classification | Level | Hourly Rate upon ratification | Hourly Rate June 1, 2019 | Hourly Rate June 1, 2020 | Hourly Rate June 1, 2021 | Hourly Rate June 1, 2022 |
|----------------|-------|-------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
|----------------|-------|-------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|

| | | | | | | |
|--|---|---------|---------|---------|---------|---------|
| Aircraft Maintenance Engineer (AME) | 1 | \$30.00 | \$31.20 | \$31.98 | \$32.62 | \$33.27 |
| | 2 | \$31.00 | \$32.24 | \$33.05 | \$33.71 | \$34.38 |
| | 3 | \$32.00 | \$33.28 | \$34.11 | \$34.79 | \$35.49 |
| | 4 | \$33.00 | \$34.32 | \$35.18 | \$35.88 | \$36.60 |
| | 5 | \$34.00 | \$35.36 | \$36.24 | \$36.97 | \$37.71 |

| | | | | | | |
|---------------------|---|---------|---------|---------|---------|---------|
| AME with ACA | 1 | \$34.00 | \$35.36 | \$36.24 | \$36.97 | \$37.71 |
| | 2 | \$35.50 | \$36.92 | \$37.84 | \$38.60 | \$39.37 |
| | 3 | \$37.50 | \$39.00 | \$39.98 | \$40.77 | \$41.59 |
| | 4 | \$39.00 | \$40.56 | \$41.57 | \$42.41 | \$43.25 |
| | 5 | \$40.00 | \$41.60 | \$42.64 | \$43.49 | \$44.36 |
| | 6 | \$40.75 | \$42.38 | \$43.44 | \$44.31 | \$45.19 |
| | 7 | | | | \$45.12 | \$46.03 |

| | | | | | | |
|-----------------------|---|---------|---------|---------|---------|---------|
| AME Supervisor | 1 | \$42.50 | \$44.20 | \$45.31 | \$46.21 | \$47.14 |
| | 2 | \$43.50 | \$45.24 | \$46.37 | \$47.30 | \$48.24 |
| | 3 | \$44.50 | \$46.28 | \$47.44 | \$48.39 | \$49.35 |
| | 4 | | | | \$49.47 | \$50.46 |

| | | | | | | |
|---|---|---------|---------|---------|---------|---------|
| Aircraft Maintenance Technician (non-licensed) includes: Apprentice Maintenance Technician Interior Technician | 1 | \$21.00 | \$21.84 | \$22.39 | \$22.83 | \$23.29 |
| | 2 | \$22.60 | \$23.50 | \$24.09 | \$24.57 | \$25.06 |
| | 3 | \$24.20 | \$25.17 | \$25.80 | \$26.31 | \$26.84 |
| | 4 | \$25.80 | \$26.83 | \$27.50 | \$28.05 | \$28.61 |
| | 5 | \$27.40 | \$28.50 | \$29.21 | \$29.79 | \$30.39 |
| | 6 | \$29.00 | \$30.16 | \$30.91 | \$31.53 | \$32.16 |

| | | | | | | |
|---------------------------------|---|---------|---------|---------|---------|---------|
| Group Support Technician | 1 | \$19.00 | \$19.76 | \$20.25 | \$20.66 | \$21.07 |
| | 2 | \$20.00 | \$20.80 | \$21.32 | \$21.75 | \$22.18 |
| | 3 | \$21.00 | \$21.84 | \$22.39 | \$22.83 | \$23.29 |
| | 4 | \$22.00 | \$22.88 | \$23.45 | \$23.92 | \$24.40 |
| | 5 | \$23.00 | \$23.92 | \$24.52 | \$25.01 | \$25.51 |

Upon receiving and M2, S or E AME license, the employee shall immediately be moved up to Aircraft Maintenance Engineer level equal to or above his current rate of pay.

Upon being issued an ACA by the Company, an Aircraft Maintenance Engineer shall be immediately moved up to Aircraft Maintenance Engineer ACA level equal to or above his current rate of pay.

4.07.02 The Company reserves the right to remove an issued ACA endorsement, where the Employee has failed to meet the appropriate standard. In such circumstances, compensation will be reduced to the closest AME pay level. Before such action is taken, the employee shall be given the opportunity to improve their performance and retains the right to the grievance process outlined in this agreement.

4.07.03 Should the Company reduce the number of aircraft types; employees holding endorsements for aircraft types eliminated at that time shall continue to receive the ACA rate of pay for the eliminated aircraft types until a new Collective Agreement is ratified.

4.08 Premiums

4.08.01 The AME ACA whom is temporarily upgraded to Supervisor shall receive a \$1.50 per hour premium.

4.08.02 Shift Premium

4.08.02.01 Employees shall receive a \$1 per hour premium for all hours worked between the hours of 2200-0600.

4.08.03 Taxi and High power run Premium \$100 per month.

4.08.04 Borescope Premium \$100 per month.

4.08.05 D-License Premium \$100 per month.

4.09 Lump Sum

4.09.01 In the event yearly end-of-year monetary lump sums are awarded to a bargaining unit member within the Company, bargaining unit members of this agreement shall receive same.

ARTICLE 5 - SENIORITY

5.01 Recognition

Seniority shall be recognized and applicable within Classifications.

5.02 Privileges

5.02.01 Consistent with the provisions of this Agreement, every employee will be credited with seniority as follows:

- a) Bargaining Unit Seniority: which shall be the date the employee commences work within the Bargaining Unit.
- b) Classification Seniority: which shall be determined within a particular classification as defined in Article 1 and in accordance with placement into a classification.
- c) Company Service Date: which shall be determined by start date with the Company, regardless of inclusion in this bargaining unit.

5.02.02 Seniority shall be applicable in determining rights and privileges under this Agreement, subject to specific conditions specified herein.

5.02.03 Bargaining Unit Seniority shall be applicable for: vacation selection and paid time off.

5.02.04 Classification Seniority shall be applicable for: vacancies, promotions, upgrades, layoffs, recalls, overtime selection and assignments, training, and choice of work schedule and shift.

5.02.05 Company Service date shall be applicable for: vacation allotment.

5.03 Seniority Assignment

Where there is more than one employee hired into the same Classification on the same day, Seniority ranking shall be determined by the

employees' birth month, then day of birth. For clarification, January 1, shall be the highest ranked birthday and December 31 shall be the lowest.

5.04 Seniority List

5.04.01 The Company agrees to post a seniority list yearly on the Bulletin Board in the Hangar and those who wish to question their seniority, must do so in writing within twenty-five (25) days of such posting. If no challenge is made within twenty-five (25) days, the employee's seniority shall be deemed correct. A copy of the list will be sent to the local Union office.

5.04.01.1 Where an employee is on an approved leave of absence, and he wishes to question his seniority, he must do so in writing within twenty-five (25) days of receiving notice of the posting and receiving a copy of the posted list. This time limit may be altered upon a written agreement between the parties.

5.04.02 The seniority list shall indicate the employee's Classification, name and status and shall be posted on the Bulletin Board in the Hangar in simplified, alphabetical listing and by classification.

5.04.03 The Local Chief Shop Steward may also contest in writing to the People & Culture

Department any errors or omissions to the seniority list within twenty-five (25) days of posting. If no challenge is made within twenty-five (25) days, the employee's seniority shall be deemed correct.

- 5.04.04 All corrections to the seniority list shall be communicated to the Local Chief Shop Steward.
- 5.04.05 Following the application of Articles 5.04.02, 5.04.03 and 5.04.04, a revised seniority list shall be posted on the Bulletin Board in the Hangar within a period of twenty-five (25) days.

5.05 Loss of Seniority or Employment

An employee forfeits his seniority, his job, and corresponding privileges when:

- a) He voluntarily resigns or quits from the Company;
- b) is discharged for just cause;
- c) is laid off and is not recalled to work within twenty four (24) months following his layoff;
- d) following a lay-off, is recalled to a permanent position, and he fails to accept or otherwise inform the Company of his acceptance with seven (7) days of receiving the written notice of recall;

- e) he fails to return to work from an approved leave, without a valid reason;
- f) he accepts a position outside the scope of the Agreement;
- g) he is absent from work without authorization for more than six (6) consecutive scheduled shifts unless an explanation satisfactory to the Company is given by the employee;
- h) he utilizes a leave of absence for purposes other than those for which it was granted;
- i) he fails to return to work immediately after the Company has been notified by a doctor or Work Place Safety and Insurance Board that the employee is able to return to his job, after exhausting the relevant appeals process.

5.06 Temporary Duties Outside the Bargaining Unit

5.06.01 All employees covered by the present Collective Agreement may have an opportunity to carry out temporary duties outside the bargaining unit. Such opportunities will be provided at the sole discretion of the Company, in accordance with the following terms:

- a) the employee will continue to accrue seniority if such an assignment does not exceed six (6) months within a 12-month period;

- b) the employee will forfeit their seniority after six (6) months (cumulative) of carrying out duties outside of the bargaining unit within a 12-month period.

5.06.02 An employee covered under Article 5.06, who decides to return to a position within the bargaining unit or who is involuntarily laid off from the position outside the bargaining unit, may be reinstated within the bargaining unit as long as this is done within the six (6) month period and he returns to the same position he previously held.

5.06.03 The calculation of seniority is exclusive of the periods during which the employee has been absent 30 consecutive days or more (i.e., leaves of absence without pay, lay-offs, etc.), excluding Canada Labour Code protected leaves.

ARTICLE 6 - VACANCIES AND POSITIONS

6.01 Vacancies are positions created as a result of an employee transferring or permanently leaving the bargaining unit, including newly created positions.

6.01.01 When a vacancy is created by an employee transferring or leaving the bargaining unit (example: retirement, resignation, change in classification, promotion to management, etc.) the Company shall discuss their intentions regarding the vacancy with the

Local Chief Shop Steward.

6.02 Posting of Positions

All vacancies for positions covered by this Collective Agreement, whether permanent or temporary, shall be posted on all bulletin boards customarily used for the posting of Company memos at all locations where employees covered by this Collective Agreement are employed, for a period of ten (10) consecutive calendar days. An electronic version shall also be made available on the Company's Applicant Tracking System, which is available to all employees.

- 6.02.01 Should the Company make any revisions to its system that affects where postings for positions can be found, the Company shall advise all employees by posting on the bulletin board in the Hangar.
- 6.02.02 All vacancy postings shall be made available for application during the period of time described in Articles 6.02 and 6.02.06.
- 6.02.03 All Vacancy postings shall include the following information:
 - 1. Job Title
 - 2. Classification
 - 3. Number of Vacancies
 - 4. Temporary or Permanent
 - 5. Qualifications and Licensing Requirements
 - 6. Main Responsibilities and a Description of

the Positions

7. Expected Entry Date
8. Expected Duration (in the case of a temporary position)
9. Reference Number
10. Opening and closing date of the posting

6.02.04 A copy of all vacancy postings shall be forwarded via e-mail to the Local Chief Shop Steward for review and discussion as applicable prior to posting.

6.02.05 Once a position has been awarded, the Company shall not cancel the award.

6.02.06 Employees wishing to be considered for an available position must submit their resume or application via the online system. The position reference number must be included. All such resumes and applications must be received by 23:59 EST on the vacancy closing date.

6.02.07 The Company shall grant access to its system so that all employees absent due to vacation, voluntary leave of absence or layoff have access to all current vacancy postings.

6.02.08 When an employee is or becomes a valid holder of a Transport Canada M2 or E category AME license, they will be eligible to attend a type training course. They will be scheduled for type training subject to course availability, course capacity limitations,

company business needs, and employee availability based on seniority. In the event that the training course for which the employee is scheduled is cancelled, the selected employee shall be placed on the next scheduled type training course.

6.02.09 When choosing between Candidates, with the exception of the Supervisor position, the Company shall grant the position taking into account:

- a) Seniority; and,
- b) Qualifications

Where these factors are determined to be relatively equal, seniority shall govern.

6.02.10 When choosing between Candidates for the position of Supervisor, the Company shall grant the position taking into account:

- a) Proven ability to provide instructions and to delegate work;
- b) Technical qualifications and level of industry experience;
- c) Seniority; and,
- d) Performance Record.

6.02.11 When choosing between a qualified internal candidate (covered by this agreement) and an external candidate, the internal candidate shall be given preference, if both are determined to be relatively equal.

- 6.02.12 The Company shall provide the Local Chief Shop Steward with a written or electronic list of all employees who have applied for the position vacancy within seven (7) working days following the closing date of the posting.
- 6.02.13 The Company shall provide the Local Chief Shop Steward in writing or via e-mail of the name(s) of the candidate(s) chosen to fill the position, prior to the successful candidate being notified.
- 6.02.14 When a candidate is chosen to fill a position, he shall be informed of the expected date of entry. He shall be paid and accrue seniority in the new position commencing with the date of entry into the new position.
- 6.03 An employee may request a demotion to a classification in which he holds seniority, providing his is the successful bidder for the posted vacancy. In the event the employee is awarded the posted position, he shall retain seniority in the previously established classification but shall not accrue seniority in the vacated position from the date of the award.

In such circumstances where a demotion has occurred, the employee shall not be allowed to bid on the position he has vacated for a period of three (3) years.

ARTICLE 7 - LAY-OFFS AND RECALLS

7.01 Before resorting to layoffs, the Company shall notify the Local Chief Shop Steward, in writing, fourteen (14) calendar days in advance of the proposed layoff. The Company and the Local Chief Shop Steward shall meet and try to find appropriate alternatives that could be offered to employees that would minimize such layoffs. The Company agrees to provide information as it relates to the proposed layoff, in order to facilitate discussion. Any alternative discussed during such meeting shall not stop or otherwise interfere with the scheduled layoff.

7.01.01 Alternatives that could prevent or minimize the impact of layoffs may include, but not be limited to:

- Change of vacation on a voluntary basis to the time of layoff;
- Personal leave of absence without pay;
- Educational leave without pay;
- Early retirement;
- Work share program.

7.01.02 Layoffs shall be discussed in detail with the Union.

7.02 Layoffs shall be made in reverse seniority in order of classification seniority.

7.03 Procedure

- 7.03.01 The employee concerned shall be notified by his manager and in writing, in the presence of the Local Chief Shop Steward (or his designate), about any staff reductions affecting his status as soon as practicable after the meeting in 7.01 and with at least fourteen (14) calendar days' notice.
- 7.03.02 Such notice of lay-off shall state the reason for the staff reduction and the date on which the reduction shall be effective. If such notice of lay-off is not provided, the laid-off employee shall be granted regular base rate compensation equivalent to the number of days for which the notice was not provided.
- 7.04 The laid-off employee shall be paid out his accrued vacation credits.
- 7.05 A laid-off employee shall have continued access to the employee portal. It is the employee's responsibility to ensure that his address and telephone number is accurate and updated in the employee portal.
- 7.06 The Company shall make reasonable efforts to assist laid-off employees in finding alternate employ within the Company. This does not affect employee recall.
- 7.07 Recalls
- 7.07.01 It is understood that the recall rights herein do not apply to the newly hired employees

whose probation is not over yet.

7.07.02 The employees shall retain their recall rights for 24 months.

7.07.03 Recalls shall be done in order of seniority within the classification.

7.07.04 Transfer requests will not be granted into a classification in which active recall exists.

7.07.05 It is the employee's responsibility to provide the Company with a contact point where he can be reached and maintain updated contact information in the employee portal, failing which, the Company will not be responsible if notice of recall fails to reach such employee.

7.08 There shall be two (2) types of recalls: temporary and permanent.

7.09 Temporary Recalls

7.09.01 Temporary recalls are for periods of work not to exceed three (3) months. A temporary recall of less than one (1) month does not interrupt the three (3) month period mentioned in the above paragraph 7.07.02.

7.09.02 The Company shall identify the duration of the temporary recall in accordance with 7.09.01.

- 7.09.03 The laid-off employee may refuse any temporary recall offer without losing his recall rights to a permanent position.
- 7.09.04 The Company shall inform the employee by telephone of a temporary recall. The employee shall have forty-eight (48) hours to inform the Company that he accepts the recall and another twenty-four (24) to present himself for work.
- 7.09.05 If the Company is unable to reach the employee after having tried for twenty-four (24) hours, it shall notify the Local Chief Shop Steward, who shall have twenty-four (24) hours to try to reach the employee. If the employee cannot be reached within these periods, the employer shall repeat the same procedure with the next employee on the recall list.

7.10 Permanent Recalls

- 7.10.01 Permanent recall is where this a period of work for a position that is planned to exceed three (3) continuous months.
- 7.10.02 A written notice of permanent recall, specifying a report date, shall be provided to the employee. He shall have seven (7) calendar days from the date of the recall letter to confirm acceptance. In no case, shall the report date be less than 14 calendar days from the date of the written notice.

If he fails to accept or otherwise inform the Company of his acceptance within the seven (7) calendar days, he shall be deemed to have resigned.

- 7.10.03 An employee with layoff status in his classification, but still employed by the Company, shall lose his seniority in his classification if he refuses a recall.
- 7.10.04 When a permanent position becomes available, the employee shall be informed by registered mail and e-mail.
- 7.10.05 Copies of the recall notice shall be supplied to the Local Chief Shop Steward.

ARTICLE 8 - ANNUAL VACATION

8.01 Vacation Entitlement

- 8.01.01 The vacation year is based on the calendar year, from January 1 to December 31. Vacation is earned and taken in the current year. Vacation eligibility is based on years of service as of the employee's original company hire date and is prorated to reflect the current calendar year.

Vacation Time: The time a full-time employee is entitled to request off from work. This equals the number of months an employee was employed in the calendar year times their vacation entitlement (see chart below).

| Length of Service | Vacation Pay = % of Annual Income | Vacation Entitlement | |
|-------------------|---|----------------------|---------------------------------|
| | | 5 Day Work Week | 4 On/4 Off or 5/5/4 Schedule |
| | | Annual Entitlement | Annual Entitlement |
| 0 yrs - 4 yrs | 4% | 10 days (2 weeks) | 8 days (2 weeks) |
| 4 yrs - 10 yrs | 6% | 15 days (3 weeks) | 12 days (3 weeks) |
| 10 yrs + | 8% | 20 days (4 weeks) | 16 days (4 weeks) |

8.01.02 By February 28 of every year, the Company will reconcile the vacation pay for every employee. In the event an employee has accrued more vacation pay than what is required to cover their vacation entitlement, he shall be paid the additional amount owing according to the *Canada Labour Code*.

ARTICLE 9 - PAID TIME OFF

9.01 Sunwing understands the importance of paid time off for employees and wants to ensure the approval of employee requests as often as possible. The purpose of this policy is to explain the guidelines and procedures regarding vacation and statutory holiday pay for all employees who work a modified shift schedule.

“Paid Time Off” (PTO) is annual vacation and statutory/general holidays.

9.02 Eligibility

9.02.01 All employees covered by this agreement who have completed 30 days of service.

9.02.02 The PTO year is twelve (12) months, January 1st to December 31st each calendar year.

9.03 Vacation Time

9.03.01 At the beginning of each calendar year, all employees are provided with their annual allotment of vacation days for the year. When vacation days are taken, employees will be paid their regular rate for each vacation day and the annual allotment of vacation days will be reduced by the number of days taken. Employees who are hired during the calendar year are granted a prorated allotment of vacation days for the remainder of the year.

9.04 Statutory Holidays

9.04.01 At the beginning of each calendar year, all employees are provided with an allotment of statutory holidays, which may be reduced subjected to 9.04.04.

9.04.02 The following nine (9) statutory holidays shall be recognized by the Company:

New Year's Day
Good Friday
Victoria Day

Thanksgiving Day
Remembrance Day*
Christmas Day

Canada Day
Labour Day

Boxing Day

*This day has been agreed by both parties to this agreement to be traded for the Civic Holiday.

9.04.03 Employees hired during the calendar year are provided with a pro-rated day for day allotment for each statutory holiday that occurs more than 30 days after their date of employment.

9.04.04 At the time of vacation selection, outlined in 9.06.06, the Employee shall select one of the following options for statutory holidays for the subsequent calendar year:

a) All employees will be paid for hours worked on statutory holidays at time and one half (1.5) and will receive holiday pay for that day worked. The employee's allotment of statutory holiday's shall subsequently be reduced by the number of statutory holiday's worked; or,

b) At the beginning of each calendar year all employees will be provided with an allotment of nine (9) paid days off representing a day off in lieu for statutory holidays worked. Employees hired during the calendar year will be provided with a prorated allotment of statutory holidays that occur more than thirty (30) days after

their date of hire. Employees will be paid as usual for hours worked on a statutory holiday. Employees will be able to request a day off with pay at a later date and their PTO will be reduced by one (1) day as a result.

In the event that the employee fails to exercise an option, the Company will implement option (b) above.

9.05 Statutory Holidays Scheduling

9.05.01 Banked statutory holidays may be used to request time-off with pay outside of the Vacation Policy outlined in Article 9.06.

9.05.02 Based on availability, statutory holidays are awarded on a first come first served basis, with a minimum of two (2) days' notice.

9.05.03 When more than one request is received on the same day, requesting the same time off, bargaining unit seniority shall be used as the deciding factor.

9.05.04 When a request for time off is made, the employee's request shall not be unreasonably denied.

9.05.05 Once time off is granted, it shall not be cancelled except by mutual written agreement between the Company and the employee.

9.06 Vacation Scheduling

- 9.06.01 The vacation year will be January 1 to December 31.
- 9.06.02 Assigned vacation periods will not be changed by the Company except by mutual agreement between the employee and the Company.
- 9.06.03 With a minimum notice of fourteen (14) days prior to the start of a vacation block, an employee may cancel their scheduled vacation. Extenuating circumstances will be reviewed on an individual basis.
- 9.06.04 Upon cancellation of a vacation block by an employee, the Company shall repost and fill the block based on seniority.
- 9.06.05 Cancellations will not be accepted until all vacation bids are complete, except in cases of extenuating circumstances. The employee will submit their re-bid with the cancellation notice, provided that an open vacation slot is available.
- 9.06.06 No later than October 1 of each year, the Company will post a bulletin, which will include a calendar for the following vacation year, listing employees in order of Bargaining Unit seniority showing each employee's total vacation entitlement. In addition, and in the event employees who expect to be absent

during the selection period have advised the Company, they may submit in advance and in writing, as to their selection of vacation dates.

- 9.06.07 Employees will select vacation dates by noting their selection, no later than October 15 or in accordance with procedures developed for the location by the Company and Chief Steward.
- 9.06.08 Vacation will be bid in full blocks.
- 9.06.09 An employee who fails or chooses not to select their vacation dates will be allowed a choice of available dates after the bidding process has been completed, they will forfeit their seniority and vacation selection becomes on a first come first served basis.
- 9.06.10 In the determination of vacation schedules, selection of vacation dates will be based on Bargaining Unit Seniority.
- 9.06.11 No later than November 1st of each year, the Company will post the approved vacation schedules.
- 9.06.12 In the event an employee's days on and days off are revised by the Company and the revision affects their vacation dates, the employee will be permitted to revise their vacation dates to coincide with the revised days on and days off.

- 9.06.13 It is recognized by the parties to this Agreement that restrictions on the number of employees allowed to take vacation at the same time may be necessary, but such restrictions shall not be unreasonable and must be declared prior to October 1 of each year.

ARTICLE 10 - MATERNITY AND PARENTAL LEAVE

10.01 Eligibility for Maternity Leave

- 10.01.01 Employees are entitled to and shall receive the maternity leave and parental leave provided for in the Canada Labour Code. Maternity and Parental Leave will be administered by the Company pursuant to its existing policies.
- 10.01.02 The pregnant employee shall submit a written notice to the Company stating the date on which she desires to start her leave and its expected duration. This notice shall be given at least one month before the employee departs and shall be accompanied by a medical certification from the attending physician stating the expected delivery date.
- 10.01.03 An employee who intends to take parental leave shall inform the Company accordingly, in writing, at least four (4) weeks in advance, unless there are valid reasons for not doing so. Such written notice shall specify the length of the leave.

10.02 Uniform

- 10.02.01 The Company shall supply a maternity uniform to pregnant employees, who must normally wear one while performing their duties.

10.03 Seniority

- 10.03.01 An employee's seniority shall not be affected during the maternity or parental leave for the purpose of accumulating unpaid vacation days. It is understood that all vacation monies owing will be paid out at the time the employee commences their leave, and vacation time will be scheduled as unpaid time.

10.04 Continuation of Benefits

- 10.04.01 An employee who wishes to continue contributing to the benefits plan while on maternity or parental leave shall advise the Company in writing before their departure. They are responsible to pay for the employee portion of the premiums for the applicable program.

10.05 Return to Work following Maternity, Parental Leave or Child Care Leave

- 10.05.01 An employee completing a maternity leave or parental leave is entitled to return to the position he or she occupied before taking this

leave.

10.05.02 If, during an employee's leave, the salary and benefits of the group this employee belongs to are modified within the context of reorganization of the Company where this group works, he is entitled to the salary and benefits of the position he shall reoccupy upon returning to work, as if he had been working when the reorganization took place.

10.06 Child Care Leave

10.06.01 Eligibility and Duration

10.06.01.1 An employee with at least six (6) months of continuous service and who has or shall have the actual care and custody of a child is entitled to a leave of absence in accordance with Part III of the *Canada Labour Code*.

ARTICLE 11 - SICK DAYS

11.01 Sunwing recognizes that employees will be absent from work due to occasional illness or unforeseen personal emergency. Sick Days are to be used for unforeseen events such as:

- a) treating their illness or injury and attending an appointment that cannot be scheduled outside of work time;
- b) carrying out responsibilities related to the health or care of any of their family members;

- c) carrying out responsibilities related to the education of any of their family members who are under 18 years of age;
- d) addressing any urgent matter concerning themselves or their family members; or,
- e) attending their citizenship ceremony under the *Citizenship Act*.

11.02 Policy Guidelines

- 11.02.01 Every eligible permanent employee commences each year with a credit of 5 paid Sick Days.
- 11.02.02 Sick Day entitlement shall be replenished by January 1st of each calendar year.
- 11.02.03 Unused Sick Day's cannot be carried over to the following year.
- 11.02.04 At the discretion of your manager, any available banked time may be used to offset the lack of sick days available, however vacation time may not be used in lieu of a sick day.
- 11.02.05 An employee who begins a shift and must leave work because of illness before the mid-point of the shift shall only be paid for hours worked. If the employee leaves after the midpoint of the shift, he will be compensated for a full shift. In neither case is the day

counted as sick leave, unless the employee requests a sick day to be utilized for occurrences when leaving prior to the mid-point of a shift.

11.03 Procedure

11.03.01 If the employee is going to be absent from work due to illness or a personal emergency he is required to contact his direct manager in the manner and timeframe established by his department as soon as he knows he is unavailable for work. If his manager is not available, the employee must contact another member of his team to ensure someone is aware of his absence. Ultimately, it is the employee's responsibility to ensure that his manager is aware of his absence through the protocol established by the employee's department.

11.03.02 If the employee will be absent from work for more than three (3) consecutive days due to illness, his Manager may request that the employee presents a certificate from his medical physician confirming his absence due to illness. Failure to provide this certificate will cancel payment of sickness benefits. In certain circumstances the employee's Manager may request a medical certificate for absences lasting less than three (3) days.

11.03.02.1 Should the employee produce a medical certificate, the Company shall reimburse the

employee for all costs associated with attaining the medical certificate.

11.04 Eligibility

11.04.01 All permanent employees are eligible for paid sick days after completing six (6) months of employment.

11.05 Support & Illness away from Home Base

11.05.01 In the event of illness or personal injury while away from base on Company duty, the employee shall advise MCC of the issue as soon as possible. The Company will provide assistance to the employee.

11.05.02 An Employee that is involved in the accident or illness away from base will be offered family support. In the event that the employee is unable to return to his permanent base due to an illness or injury within a reasonable time, the Company shall provide suitable transportation and accommodation for one family member to wherever the employee is hospitalized or recuperating. Transportation and accommodation shall be at Company expense.

ARTICLE 12 - BEREAVEMENT LEAVE

- 12.01 Bereavement Leave will be administered as per Company Policy.
- 12.02 Every employee is entitled to and shall be granted three (3) days bereavement leave, in the event of the death of a member of their immediate family.
- 12.03 The employee will be paid their regular rate of wages for their normal working hours during the approved leave.
- 12.04 Every employee who has completed three (3) months of continuous employment is entitled to paid bereavement leave.
- 12.05 With consideration of an employee's ability to carry out their duties following a significant life event, the Aircraft Maintenance Manager may grant additional leave at the employee's request.

ARTICLE 13 - EMPLOYEE FLIGHT BENEFITS

- 13.01 Employees shall be granted Staff Travel Benefits as per Sunwing Travel Group Staff Travel Policies.
- 13.02 Bonus yearly confirmed passes are issued at the sole discretion of the Company. In the event bonus yearly confirmed passes are awarded to a bargaining unit within the Company, bargaining

unit members covered by this Agreement shall be entitled to receive the same.

ARTICLE 14 - GROUP BENEFITS

14.01 Health and Dental Benefits

14.01.01 Each Bargaining Unit employee shall be covered by the Company's group benefits as provided to the Union during bargaining. These include but are not limited to; short term disability, provincial medical premiums, group insurance, extended medical and dental benefits.

14.01.02 Any matter respecting participation in the plans and entitlement under the plans is not capable of being a difference between a member of the bargaining unit and the Company or a difference between the Parties and is, therefore, not subject to the grievance and arbitration procedure under this Agreement.

14.01.03 All matters respecting participation in the plans and entitlement under the plans are matters between the insured and the insurer and the Company's sole obligation is to pay 100% of the billed premiums.

14.01.04 Details regarding coverage shall be made available via the Company's Intranet.

14.02 Modifications

14.02.01 After advising the Union of any proposed changes in advance and providing the Union with an opportunity to provide inputs into the proposed changes, the Company has the right to amend the coverage and change insurance carriers, provided that the premium share arrangements are not altered and that the coverage as a whole is not substantially reduced.

14.02.02 In the event that the Company, or any Bargaining unit within Sunwing Airlines, after the ratification of this collective agreement, increases any coverage or benefits related to this Article, those benefits and premium share arrangements will supersede and replace the current benefits and premium share arrangements within this Article.

14.03 Fringe Benefits

14.03.01 Bargaining unit employees shall continue to enjoy all the Fringe Benefits (e.g. Perkopolis, Hotel Discounts, personal insurance rates) provided to all employees of the Company.

14.04 Company Retirement Savings Plan

14.04.01 A Company Retirement Savings Plan for bargaining unit employees will be made available after completion of one (1) year of employment, defined as twelve (12) continuous month's employment by the Company. Booklets with full details shall be

provided to the employees.

- 14.04.02 The bargaining unit employees at their option shall contribute a minimum of 1% of their base salary. After one (1) year of continuous service, but less than two (2) years of continuous service, the Company will match 1% of the employee's contribution as long as the employee contributes a minimum of 1% of their base salary. If the employee chooses not to participate when first eligible, he may elect to become a member as of any future January 1.
- 14.04.03 After one (1) year of participation in the Plan, the Company will provide a matching contribution of 2% as long as the employee contributes a minimum of 2%.
- 14.04.04 In the event the Company improves or enhances the Company Retirement Savings Plan in which the bargaining unit members currently participate, the bargaining unit members shall be entitled to receive the same.

ARTICLE 15 - UNIFORM POLICY

- 15.01 A person selected by the Bargaining Unit shall be responsible for consulting all employees and shall be invited to participate in the process of the selection of uniform supplier, quality and model of the uniform items.

15.02 Where any change to the uniform allotment, changes in style or material of the uniform are contemplated, the Company shall take into consideration the recommendations of the person selected by the Bargaining Unit.

15.03 Eligibility

15.03.01 The Company will provide uniforms at no cost to Bargaining Unit employees on the basis of job requirements. Employees will be required to report to work and perform their duties in department-approved uniforms.

15.03.02 The following items shall initially be issued, by the Company, to each new employee: six (6) shirts, five (5) pants or shorts or combination thereof, two (2) sweaters, one (1) 3-in-1 Jacket, one (1) snow overall, one (1) rain gear and one (1) winter parka.

15.03.03 Once a year, on the anniversary of the Employee's Company Service date, an employee shall be entitled to replacement uniform pieces consisting of three (3) shirts, two (2) pants and one (1) sweater, or any combination thereof that does not exceed the total dollar value of these items.

15.03.04 The following items shall be replaced according to the following schedule of the employee's company service date: 3-in-1 jacket every three (3) years; winter parka, snow overalls, and rain gear every five (5)

years.

- 15.04 Should an employee be terminated, resign or otherwise have his employment come to end within one (1) year of his date of hire, the employee must return his uniform and all related pieces to the Company.
- 15.05 At the Company's discretion, the Company shall replace any part of an employee's uniform accidentally damaged (and is unfit for service) during the course of the employee's duties.
- 15.06 Cleaning Allowance
 - 15.06.01 Employees who must wear a uniform shall receive an amount of Two-Hundred Dollars (\$200) per year, paid by March 31 of each year, to have their uniform cleaned.

ARTICLE 16 - GRIEVANCE PROCEDURE AND DISCIPLINARY MEASURES

- 16.01 Grievance Procedure
 - 16.01.01 The two parties to the present Collective Agreement wish to settle grievances as quickly as possible. The Parties agree that only reasonable and serious grievances shall be supported by the Union through the grievance process.
 - 16.01.02 For purposes of this Collective Agreement, a

grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

- 16.01.03 All grievance meetings and/or investigative meetings on workplace premises, shall insofar as possible, be conducted during regular business hours with the Local Chief Shop Steward or his designate, otherwise he shall be compensated the applicable rate of pay.
- 16.01.04 The time limits provided for under this Article may only be extended following a written mutual agreement between the Company and the Local Chief Shop Steward or the Union District Representative.
- 16.01.05 All decisions that have not been appealed within the prescribed periods are final and binding.
- 16.01.06 An employee who considers himself aggrieved must first notify the Aircraft Maintenance Manager (or his designate) of the situation, within five (5) calendar days of the occurrence, to attempt to obtain a satisfactory resolution before availing himself of the formal grievance procedure. He may ask for the Local Chief Shop Steward's assistance in formulating his complaint to the

Manager.

16.02 Step 1

16.02.01 In the event an employee has not obtained a satisfactory resolution in accordance with Article 16.01.06 above, he may file a grievance in writing to the Aircraft Maintenance Manager (or his designate), within fourteen (14) calendar days. The employee must indicate the nature of the grievance, the date of the incident, the measure contested or the alleged violation of the Collective Agreement, all pertinent facts, and the redress sought.

16.02.02 A written response shall be forwarded to the employee by the Aircraft Maintenance Manager (or his designate) within fourteen (14) calendar days from the date of receipt of the grievance. A meeting between the Aircraft Maintenance Manager (or his designate) and the employee may take place during this period. A Union representative may be present at this meeting if one of the two parties so desires.

16.02.03 If a grievance is not settled at the first steps of the procedure, the grievance may be presented at step 2 within fourteen (14) calendar days following the written response at step 1.

16.03 Step 2

16.03.01 The Vice President or his designated representative shall hold a meeting on the subject and must respond to the grievance in writing within thirty (30) calendar days following the meeting.

16.03.02 Failing satisfactory adjustment under the provisions of this Article, either party may begin arbitration procedures, in accordance with Article 17, within thirty (30) calendar days from the receipt of the Company's decision.

16.04 Union Policy Grievance

16.04.01 A policy grievance may be filed, in writing, by the Union at Step 2 of the Grievance Procedure. A policy grievance is defined as a grievance which by its nature, affects all members of the bargaining unit and is not an individual grievance or a group grievance. Such grievance shall be submitted within fifteen (15) business days from the date of when the alleged policy grievance occurred or within fifteen (15) business days from the date when the Union knew or ought to have known of the alleged incident(s) giving rise to the policy breach.

16.05 Disciplinary Measures

16.05.01 The Company shall exercise its right hereunder in a fair, reasonable and non-arbitrary manner, in good faith and without

discrimination, in keeping with the provisions of this Collective Agreement.

- 16.05.02 The Company must act diligently in the conduct of an investigation and must decide on the disciplinary action, if applicable, within forty-five (45) working days after the company becomes aware of the incident. This period may be extended only upon written mutual agreement between the Company and the Local Chief Shop Steward, and such agreement shall not be unreasonably withheld.
- 16.05.03 No employee shall be disciplined until he has had the opportunity to respond to allegations of misconduct.
- 16.05.04 Any letters of discipline not reversed by the grievance process shall be removed from the employee's file if a 12-month period has passed, during which the employee has had no further disciplinary action.
- 16.05.05 The Company shall as soon as practicable, advise the employee and the Local Chief Shop Steward (or his designate) of any disciplinary or investigative meeting. Should the Union require time to meet with the employee prior to the meeting, the Company shall grant a reasonable amount of time to do so. No such meeting shall take place where the employee cannot be granted Union representation.

- 16.05.06 Where a meeting cannot take place with Union Representation, such employee may be sent home with pay and a meeting rescheduled to a time mutually agreed to between the parties where Union representation can be made available.
- 16.05.07 The employee shall be released to attend meetings referred to 16.05.06 at the request of the Company without loss of pay.
- 16.05.08 When any disciplinary action is considered necessary, the employee shall be advised in writing of such action and the reasons for it. A copy of such notice shall be supplied to the Local Chief Shop Steward (or his designate).
- 16.05.09 The Parties acknowledge that the time limits set out in the grievance procedure must be strictly complied with except by written mutual agreement to extend them and failure to so comply shall result in the grievance being deemed to have been abandoned.

16.06 Progressive Discipline Process

- a) First Step: A verbal warning, which will be accompanied by a letter.
- b) Second Step: A letter of warning will be issued by the V.P. Maintenance & Engineering or his designate.
- c) Third Step: A letter of warning will be issued

by the V.P. Maintenance & Engineering or his designate. The letter may be accompanied by a suspension without pay, or discharge, depending on the frequency and/or seriousness of the offense.

- 16.06.01 The Company it is sole discretion may skip, or otherwise bypass any of these steps depending on the severity and nature of the matter or circumstance.

ARTICLE 17 - ARBITRATION PROCEDURE

- 17.01 All grievances which have been properly referred through all steps and which have not been settled through the grievance procedure may be submitted to a sole arbitrator jointly chosen by both parties. The party requesting arbitration shall notify the other party in writing within thirty (30) calendar days following the Company's decision at step 2 and propose at least one arbitrator. If no written request for arbitration is received within this thirty (30) day period, the grievance shall be deemed to have been abandoned.
- 17.01.01 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 17.01.02 Any decision that has not been submitted to arbitration within the prescribed time limits is final and binding.

- 17.02 The decision of the sole arbitrator constituted in the above manner shall be binding on both parties.
- 17.03 All decisions of the arbitrator shall be final and binding upon both parties, but the arbitrator's jurisdiction shall be limited to deciding the case in litigation according to the meaning of the provisions of the Collective Agreement. In no case shall the arbitrator have the power to add, remove, alter, modify or amend any part of this Agreement.
- 17.04 The arbitrator's fees and all expenses related to the arbitration shall be shared equally by both parties.

ARTICLE 18 - SAFETY AND HEALTH

- 18.01 The Company shall comply with their obligations under the *Canada Labour Code*, Canadian Human Rights Act or any applicable Workers Compensation Legislation. Where applicable, the Company may provide the employee with alternate work or modified duties, which may include: a different schedule, shorter shift, etc.
- 18.01.01 The Union shall be entitled to have one representative participating in the Company Workplace Health and Safety Committee meetings.
- 18.01.02 The Union representative shall be permitted reasonable time with pay in accordance with

the Canada Labour Code Part II to perform all activities for which the representative is responsible, including workplace investigations or when a Union member exercises a right of refusal. The representative must report to their immediate supervisor and obtain permission before leaving their job. This permission shall not be unreasonably withheld.

18.02 Where the nature of the work or working conditions so require, employees shall be supplied, at the Company's expense, all necessary protective clothing, safety equipment and other protective devices as recommended by the Workplace Health and Safety Committee and deemed necessary by the Company, which shall be maintained and replaced, where necessary, at the Company's expense, upon the return of the worn or damaged equipment. Employees are required to use these items where prescribed by the Company and the *Canada Labour Code Part II*.

18.03 When the Workplace Health and Safety Committee recommends an employee to wear safety glasses and/or hearing protectors, the Company shall supply them free of charge to those who must wear them. Where an employee requires prescription safety glasses, the Company shall cover the cost of such safety glasses up to a maximum amount of One Hundred Dollars (\$100) every twenty-four (24) months through an Optometrist approved by the

Company, payable upon proof of purchase.

18.04 Upon successful completing of his probationary period and at the employee's request, the Company shall cover 50% (up to \$75) of the cost for the employee to purchase custom molded hearing protection, once every five (5) years.

18.05 A safety footwear allowance of Two Hundred Dollars (\$200) (lump sum) will be provided on each employee's pay cheque upon successful completion of the employee's probationary period. Additionally, on the anniversary of the employee's Company service date, the Two Hundred Dollar (\$200) allowance will be deposited to each employee's pay cheque.

18.06 The Company shall not require or request any employee to carry out partial or full fuel tank entry until a proper training program and where applicable, a Working in Confined Spaces policy has been established.

18.07 Training

18.07.01 The Company shall provide first-aid training and WHIMIS training for a sufficient number of employees in accordance with the standards provided for under Part XVI of the *Canada Labour Code*, Part II.

18.08 Bomb Threat

18.08.01 The Company shall not require employees to

participate in searches of Company equipment, property or premises in the event of a bomb threat.

ARTICLE 19 - OUT-BASE ASSIGNMENTS

19.01 General

19.01.01 An Out-Base Assignment occurs when an employee of the bargaining unit is requested to perform work away from his home base.

19.01.02 All Out-Base Assignments covered in Article 19.0 shall be covered by all provisions of this Collective Agreement.

19.01.03 Out-Base Assignments shall be divided into three (3) categories:

- Aircraft on Ground (Article 19.04);
- Flight Duty (Article 19.05); and,
- Seasonal Deployments (Article 19.06)

19.01.04 For the purposes of Article 19, Toronto Pearson International Airport (YYZ) shall be the main base.

9.02 Rules and Conditions Applicable to Out-Base Assignments

19.02.01 Articles 19.04 and 19.05 shall be on a rotational basis, subject to certain exceptions

as contemplated in Article 19.04. Article 19.06 shall have its own process for selection, however certain rules as contemplated in this Article 19.02, will apply to Article 19.06.

- 19.02.02 All Out-Base assignments shall be on a voluntary basis.
- 19.02.03 A list for Out-Base assignments in Article 19.04 and 19.05 shall be created annually. The initial list shall be on a volunteer basis organized by classification seniority. The list shall remain and shall not be recreated on a per month basis.
- 19.02.04 An employee shall have the option to accept or decline any Out-Base Assignment. Once an employee has accepted or declined an assignment, their name will move to the bottom of the appropriate list. The employee shall once again be eligible for an assignment, once all remaining employees have been exhausted and the employee's name rotates back to the top of the list.
- 19.02.05 Should the Company cancel any Out-Base Assignment, the selected employee will not have their name rotated to the bottom of the list and shall be the first to be contacted at the next available opportunity.
- 19.02.06 Should an employee not volunteer their name for the initial list for all Out-Base Assignments, he shall, at any time, have the

opportunity to place his name at the bottom of a list.

- 19.02.07 Employees who have had their name included on any of the lists, shall provide a telephone number or numbers where they can be contacted for a relevant Out-Base Assignment.
- 19.02.08 When an employee is called for any Out-Base Assignment, such call shall inform the employee of the assignment. If there is no answer, the Company shall not leave a voicemail and shall call the next employee on the list. This will not affect the employee's position on the rotational list.
- 19.02.09 According to the type of Out-Base Assignment, the required candidates shall be chosen from one (1) of the lists relevant to the particular Out-Base Assignment.
- 19.02.10 All lists shall be posted and maintained by the Company on the online system, which employees have access to at all times.
- 19.02.11 Any employee who has requested to have his name added to any of the lists, and is subsequently refused by the applicable Manager, shall be given the reason for such refusal in writing by the Manager refusing such employee. A copy of the refusal shall be forwarded in writing or by-email to the applicable Local Chief Shop Steward, by the

applicable manager.

- 19.02.12 Employees who have had their name added to any of the lists, may not exchange positions with each other on such list.
- 19.02.13 Employees on modified or restricted duties shall be deemed as unavailable for such assignment and have his name bypassed. Once the modified or restricted duty has ended, the employee will be considered available to attend the assignment, in the same sequence as prior to when he was on modified or restricted duties. This is applicable to all Out-Base Assignments.
- 19.02.14 An employee may refuse any Out-Base Assignment, without penalty, if the Country, Region or City detailed in the assignment is subject to a warning defined by Foreign Affairs Canada on its website as either: "Avoid non-essential travel" or "Avoid all travel."
- 19.02.15 An employee may refuse any Out-Base Assignment, without penalty, if he has not received the necessary vaccinations recommended by the Government of Canada Travel Health and Safety, for the particular Country, Region or City detailed in the assignment.
- 19.02.15.1 Only the cost of the vaccinations recommended by the Government of Canada, Travel Health and Safety shall be

absorbed by the Company.

- 19.02.16 Personnel must be qualified on aircraft type and category of the assignment. In the event that no qualified employee is active on a list, the Company shall fulfill the assignment in its sole discretion.
- 19.02.17 To be eligible for an Out-Base Assignment detailed in Articles 19.04, 19.05 and 19.06, the employee must have a passport that is valid for at least ninety (90) days.
- 19.02.18 When an employee returns from an assignment detailed in Articles 19.04, 19.05 and 19.06, he shall return to the position vacated prior to the assignment.
- 19.02.19 When employees are on any Out-Base Assignment and required by the Company to bring their tool boxes and/or tools, their tool boxes, tools and personal luggage shall be protected by the Company at a full dollar value against fire, theft or damage during transit. Prior to departure, employees shall provide the Company with an itemized list with photos of the items in their tool boxes. At all other times while away on assignment, in the case of fire, theft or damage, the Company shall reimburse the cost of tools, tool boxes and necessary travel documentation, up to a maximum of \$500 combined. For clarity, the employee must have provided the itemized list with photos to

the Company prior to departure, in order to receive any reimbursement.

19.02.20 The Company agrees to absorb all excess baggage fees charged to an employee while on an Out-Base Assignment. Such fees absorbed by the Company shall be limited to an employee's personal belongings (excluding personal purchases made while on assignment), and equipment or materials related to the assignment.

19.02.21 When applicable the Company shall provide a cash advance to cover expenses to an employee or an Out-Base Assignment. This amount shall be reasonable as appropriate for the location of the assignment.

19.03 Visa and Work Permits

19.03.01 The Company shall be responsible for absorbing all costs and acquiring the correct visa and applicable work permits for the particular assignment.

19.03.02 Where a visa or work permit is required and obtained prior to departure, the Company shall provide to the employee by email all details (including all limitations and restrictions) related to the acquired visa or work permit.

19.04 Aircraft on Ground (AOG)

- 19.04.01 The Company may dispatch a bargaining unit member from Toronto Pearson International Airport for the purpose of recovering an unserviceable aircraft at a location away from Toronto Pearson International Airport. Where the Company dispatches a bargaining unit member for AOG from Toronto Pearson International Airport, the following rules shall apply.
- 19.04.02 AOG shall be compensated as per the Company AOG Recovery Compensation Policy.
- 19.04.03 Preference for AOG shall be given to employees based upon their position on the list, the qualifications as stated in Article 19.02.15, and taking into consideration the following factors:
- a) The employee's availability;
 - b) Whether the employee is presently on shift;
 - c) If the employee is on shift, ability to perform AOG based on time on duty; and;
 - d) Employee fatigue and fitness for duty; and,
 - e) Should no individuals on the list be applicable, listed employees off shift will be canvased in accordance with a) and

d).

It is understood that these factors are necessary to ensure that the AOG recovery plan is properly executed.

- 19.04.03.1 Notwithstanding the list contemplated in Article 19.02, management reserves the right to offer AOG based on the factors in Article 19.04.03, the qualifications as stated in Article 19.02.15 and based on the employee's position on the list.
- 19.04.04 Where the Company dispatches a bargaining unit member for AOG from Toronto Pearson International Airport and has exhausted the list, the Company may dispatch AOG in their sole discretion.
- 19.04.05 Employees will be paid time and one half (1.5) for all hours worked while away from base. Rest periods will not be paid.
- 19.04.06 Employee will be paid a minimum of 12 hours (time and one half) during each 24-hour period that they are away from base.
- 19.04.07 Per Diems will be calculated from the time that an employee lands in their assigned location until the time that the employee departs to return home. Per Diems are paid on the employee's regular pay following return and are determined using Sunwing's company per diem calculations. In the event

that a meal is not provided on the flight to/from the assignment, Per Diem will be calculated to include flight times.

- 19.04.08 Upon return, employees are entitled to a 12 hour, pay protected, rest period before he is required to report for his regularly scheduled shift.
- 19.04.09 Employees will be supplied flights and hotel accommodations by the Company.
- 19.04.10 An example to illustrate this procedure:

An employee leaves Toronto at 1700 and arrives in destination at 2000. When he arrives, 4 hours of maintenance work on the aircraft is performed. The employee then sleeps at the accommodations provided by Sunwing. The next day the employee waits until 1300 to take a Sunwing flight home, which arrives in Toronto at 1700.

This employee:

- Notwithstanding that the employee worked 11 hours, will be paid 12 hours pay at time and a half (less statutory deductions);
- Is eligible for Per Diem calculated from 20:00 on the day of arrival until 1300 on the day of departure; and,

- Will only be required to report to their next scheduled shift falling outside of the 12-hour rest period beginning at 17:00 the day of return. If this employee had been scheduled at 19:00 the day of return, the employee would be paid regular time for the shift.

19.04.11 Food, toiletry and other personal expenses incurred may not be submitted for reimbursement. The Per Diem provided to employees is intended for this purpose.

19.04.12 Taxi cab fare, airport taxes and other approved expenses incurred as a result of the AOG assignment are eligible for reimbursement.

19.04.13 The Airlines Expense Template (available on the intranet under HR- Policies-Expense Reimbursement) must be completed and submitted to the Manager of MCC. Failure to attach original proof of payment will result in expenses not being reimbursed.

19.05 Flight Duty

19.05.01 The Company may dispatch an employee from Toronto Pearson International Airport for the purpose of monitoring aircraft systems, or maintenance support at destination. Where the Company dispatches a bargaining unit member for Flight Duty from Toronto Pearson International Airport, the following

rules shall apply.

19.05.02 Flight Duty shall be compensated in the following way:

- Meal per diem will be provided if no meals are served on the aircraft or at the hotel.
- Time and one half (1.5x) overtime pay for hours worked over a regular paid shift.
- If an employee is on his day off, he shall be compensated at time and one half (1.5x) for all hours worked.
- Hotel accommodation if required for extended ground stops. For clarity, time at the hotel does not classify as work hours.

19.05.02.1 An employee has an obligation to report for his regularly scheduled shift following the return from an assignment, unless otherwise agreed to by his manager.

19.05.03 The Flight Duty employees will have access to all required Company forms (and any other documents deemed necessary) and up-to-date Technical Publications for the aircraft.

19.05.04 Compensation, duty times and rest periods associated with Flight Duty shall be in accordance with the usual provisions of this Collective Agreement and not the AOG

policy.

- 19.05.05 When an employee returns from Flight Duty, he is entitled to a 12 hour, pay protected rest period before he is required to report for his regularly scheduled shift.
- 19.05.06 For clarity, if an employee is engaged in Flight Duty, and for any reason, it turns into AOG, he shall be compensated as per the AOG policies and provisions, commencing the next day, or after a required eight (8) hour rest period.
- 19.05.07 Where the Company dispatches a bargaining unit member for Flight Duty from Toronto Pearson International Airport and has exhausted the list, the Company may dispatch Flight Duty in their sole discretion.

19.06 Seasonal Deployments

- 19.06.01 For the purpose of Out-Base Assignments, Seasonal Deployments refer to when the Company deploys an aircraft for operation outside of Canada, and the Company deems that an employee is required to support the operations. For such deployments, consideration shall be given to bargaining unit members from Toronto Pearson International Airport and the following rules shall apply.
- 19.06.02 While on Seasonal Deployment, the

employee shall be governed in accordance with Article 5.06.

- 19.06.03 Each year the Company shall identify the Seasonal Deployments that shall be offered by the Company. The Company shall then solicit volunteers for these Seasonal Deployments. All employees who volunteer, shall rank their preference for each Seasonal Deployment Location and time period.
- 19.06.04 The Company shall then offer each Seasonal Deployment on a rotational basis.
- 19.06.05 If the Company should subsequently offer additional Seasonal Deployments after employees have been assigned a Seasonal Deployment, the Company shall offer the Seasonal Deployment to the next available employee. For clarity, no employee shall re-rank their preferences or be reassigned on a seasonal deployment as a result of a new offering.
- 19.06.06 In advance of any Seasonal Deployment, the Company shall notify the Local Chief Shop Steward, in writing, of the pertinent details of the deployment, at least fourteen (14) days in advance of the offering of said deployment. The Local Chief Shop Steward shall have the chance to comment and provide feedback to the Company.
- 19.06.07 Employees must have an ACA Category M in

order to volunteer.

- 19.06.08 Every reasonable effort shall be made to award Seasonal Deployments a minimum of forty-five (45) calendar days prior to the first employee being deployed.
- 19.06.09 Employees on Seasonal Deployment shall continue to be paid their regular wage consistent with their domestic work schedule. They are expected to manage their own time, work flexible hours, and maintain a standard work week to the best of their ability. Where more than one person is deployed to a station, a local pattern shall be established to cover 7 days per week support. Under extenuating circumstances, overtime may be required and must be pre-approved by the Maintenance Operations Manager.
- 19.06.10 Allocation rates, accommodation provisions, car rentals, fees, expenses, travel, family travel, medical coverage, vacation, and any other pertinent information shall be outlined in the yearly Deployed Operations Memorandum and shall be consistent with the terms set for other Company bargaining unit employees deployed to the same bases, for the same carriers, in the same years.
- 19.06.11 Notwithstanding Article 19.06.02, employees shall continue to accrue seniority within the bargaining unit and classification.

ARTICLE 20 - HARASSMENT AND USE OF VIDEO SURVEILLANCE

20.01 Employee's Right and Sunwing's Responsibilities

20.01.01 The Company, with the support of the Union, agrees to provide a work environment that is free from all forms of harassment. The Company must implement all reasonable measures to prevent all forms of harassment and to ensure that it ceases when it is made aware of such conduct.

20.01.02 The Company, with the support of the Union, agrees to maintain harmonious relations between individuals in the workplace.

20.02 All employees must report discrimination or harassment to the Company, which will address and resolve such complaints.

20.03 It is understood that the Union and the Company will work together to resolve the concern.

20.04 The Company will maintain anti-discrimination and harassment policies. These policies will be available to employees via the intranet. Employees will be expected to review the policies.

20.05 Use of Video Surveillance

20.05.01 Video Surveillance shall not be used to measure production.

20.05.02 There shall be no Video Surveillance of areas deemed to be break rooms, change rooms or lavatories.

ARTICLE 21 - GENERAL

21.01 Jury Duty

21.01.01 Employees called upon to perform jury duty or to be crown witnesses shall be entitled to an authorized paid leave of absence and shall continue to accumulate seniority during their absence. They shall receive their salary less the allowance paid by the legal system.

21.02 Prisoner of War, Hostage, Hijacking, Internment or Missing

21.02.01 Method of Payment

21.02.01.1 An employee who, while on assignment or engaged in the course of his duties for the Company, is captured, taken prisoner, confined or held hostage, or who is missing in action, is paid to 100% of his salary and premiums in effect at the time of the incident, until such time as he is released or recognized as legally deceased. In any case, if the employee is not found and no proof of death is established within a period of twelve (12) months following the disappearance, the payment of the base monthly salary will be discontinued by the Company.

21.02.02 Remuneration

21.02.02.1 The basic monthly salary and premiums mentioned in Article 21.02.01 is deposited in the personal account of the employee without interest and must be distributed by the Company in whole or in part, according to the written instructions provided by the employee. It will not be deposited to the benefit of an employee who has been placed under arrest by an authority recognized by the government of Canada or who is accused of a crime which in Canada would be prosecuted as a criminal offence.

21.02.03 Request for Instruction

21.02.03.1 The Company must ask a newly hired employee to provide his instructions which respect to this Article in accordance with the instruction request form set in Appendix A. The Company must ask all employees currently in its employ, to fill in the aforementioned form, which must be returned as soon as possible to the Company.

21.03 Union Dues

21.03.01 The Company agrees to deduct union dues, as stipulated in the Union's bylaws, and to remit these dues to the authorized Union representative with a list of members' names and the amounts deducted.

21.03.02 Deductions shall be made from the employee's pay each pay period and shall be remitted to the Union no later than fifteen (15) days following the end of the month in which the deductions were made. As per the *Canada Labour Code*, the Union dues are not the property of the Company.

21.03.03 The Union agrees to fully reimburse the Company and to cover it against all claims, without exception, concerning all deductions and payments made according to the terms herein.

21.03.04 Union deductions must appear on the T-4 forms, as per the different regulations of the government departments concerned.

21.04 PTO

21.04.01 An employee shall have access to his PTO through the payroll system, as well as electronically when such system can be developed and implemented.

21.05 Internal Communications

21.05.01 All internal communications must be done in both official languages where required.

21.06 Fees Reimbursable to Employees

21.06.01 The Company shall reimburse all basic fees related to the issuance and renewal of a

Transport Canada licence, upon proof of payment.

21.07 Miscellaneous

- 21.07.01 As of the date of ratification of this Collective Agreement, any employee hired or recalled to a permanent position within the Aircraft Maintenance Technician Category shall do his best effort to obtain a Transport Canada licence (M2, E or S Category) after meeting all applicable Transport Canada licensing requirements.

ARTICLE 22 - WORK SCHEDULES AND CREW REST

22.01 Hours of Work

- 22.01.01 The Standard Daily Hours of work for employees is five (5) days a week, eight (8) hours per day.

22.02 Compressed Work Schedule

- 22.02.01 At the time of signing this agreement, a compressed work schedule is currently in use. This schedule is as follows:

A 5/5/4 type work schedule (5 days of work, followed by 5 days of rest, followed by 4 days of work, followed by 5 days of rest, followed by 5 days of work, followed by 4 days of rest) of 12 hours of work per day, inclusive of a 30-minute paid rest period, comprising 2190

hours per year.

22.03 Modifications to Compressed Work Schedules

22.03.01 The Company and the Union agree to the use of compressed work schedules; however, the following conditions must be respected in order to implement compressed work schedules or modify existing compressed work schedules.

- 1) Compressed Work Schedules shall be implemented subject to a local agreement between the employees, the Local Chief Shop Steward and Local Management.
- 2) The People & Culture Department and District Lodge 140 must submit their approval.
- 3) It must be possible to end the compressed work schedule upon written request from either party. In such case, the parties have thirty (30) days to return to the Standard Daily Hours of work.

22.03.02 It is the responsibility of both parties to jointly study all aspects of the situation in order to arrive at a work schedule that meets the service's operational requirements and is as fair as possible to the employees.

22.03.03 Modifications to an employee's shift shall only occur in exceptional operational

circumstances and shall not occur with the intent to create irregular shifts.

22.04 Crew Rest

22.04.01 Company is committed to ensuring an employee has a minimum rest period of at least eight (8) consecutive and uninterrupted hours off duty between the end of one working period and the commencement of the next working period. Such rest periods shall be applicable within each twenty-four (24) hour period. If required, an employee's schedule will be modified to ensure the minimum rest period is observed.

22.04.01.1 The rest period shall begin when the employee leaves the workplace, with the exception of AOG and Flight Duty, where the rest period shall begin once the employee has checked into the accommodations arranged by the Company or up to one (1) hour after the employee leaves the airport, whichever is shorter.

22.04.02 At the Company's sole discretion, in the event inclement weather (i.e. snow storm) may result in lack of available manpower that could jeopardize the operation, the employees on shift scheduled to work the following day may be granted the opportunity to take their rest period at a hotel arranged by the Company, close to their main base, at the Company's expense. This Article shall

not be the subject of a grievance.

- 22.04.03 When an employee's rest period extends into his next shift, the employee shall not be required to report for work if six (6) hours or less are remaining on his shift. No employee shall be penalized for a rest period that extends into his next shift.
- 22.04.04 For safety reasons, when an employee has exceeded twenty-four (24) hours on duty, the Company shall provide the employee, who so requests, with round-trip transportation by taxi between the place of work and the place of rest, or with accommodations at the closest hotel.
- 22.04.05 No employee, who is on a compressed work schedule, shall work more than six (6) consecutive days without two days of rest. The Company shall create a tracking system upon which it will track days worked by sub-contractors for the Company, which will ensure they are held to the same standard.

22.05 Break Periods

- 22.05.01 Employees will be provided with a 30-minute paid break period for every completed five (5) hours worked.
- 22.05.02 It is recognized that occasionally due to the requirements of the service, the employee will be unable to take the break period at the

scheduled time. In such cases, the break period will be taken at a time when feasible.

- 22.05.03 An employee who works more than three (3) hours overtime prior to or after their shift will be provided with an additional break period in accordance with 22.05.01.

ARTICLE 23 - OVERTIME

- 23.01 Overtime is all time worked outside the employee's normal scheduled shift.

- 23.01.01 All overtime work shall be authorized by management personnel and shall take into consideration: safety, fatigue and crew rest. Employees may be requested to voluntarily remain beyond their shift for up to four (4) hours in order to complete the job they were working on, or to inform others of the status of the job being performed.

- 23.01.02 Any hours worked in excess of the employee's scheduled work day will be compensated at 1.5x regular hourly rate.

- 23.01.03 Overtime of any length that is not consecutive with the employee's shift will be paid a minimum of four (4) hours at time and one half (1.5) regular hourly rate. An employee who works on any scheduled day off shall be paid a minimum of four (4) hours at time and one half (1.5) regular hourly rate. Included in this are work related matters such as Security

Pass Office appointments AVOP training or renewal appointments and mandatory meetings set up by management.

23.02 Compensation for an Employee Called Back to Work

23.02.01 Any employee called back to work outside his normal work schedule or who has already finished his normal shift and left Company premises shall be paid a minimum of four (4) hours at time and one half (1.5) regular hourly rate.

23.03 Distribution of Overtime method

23.03.01 The overtime method shall ensure a fair distribution of overtime. Overtime volunteer lists and rotational procedures shall be developed and established locally by mutual written agreement between the Company and the Local Chief Shop Steward. These procedures can be updated and modified as required with agreement of both Parties.

23.03.02 Employees shall indicate their availability for overtime by including their name in an overtime sign-up sheet, posted on the first day of each crew's work rotation. Management shall establish the amount of overtime slots available, based on the manpower requirements to sustain the operation during the following work period, on the opposite crew.

The most senior qualified employee within each classification who has indicated his availability shall be the first employee to be offered overtime. Subsequent offers shall be made to other employees on the same basis, until all overtime slots are filled. The granted overtime shall be posted for all employees to see, a minimum of 24 hours prior to the end of the crew's work rotation.

23.03.03 As needed to supplement additional manpower above the overtime detailed in article 23.03.02, employees shall be called for overtime as per the applicable list. Should an employee not answer a call, the Company shall move to the next employee on the list.

23.03.04 Where an overtime requirement occurs at the end of a shift and is anticipated to be four (4) hours or less, such overtime shall be offered to all qualified employees who are currently on shift, or to the individual performing the actual work during the shift, if it is impractical to break the continuity of work. In the event that the requirement is not filled by this process, the most junior qualified employee shall be assigned the overtime.

23.03.05 Some overtime may require an individual with specific skills. In such situations, the Company shall offer the overtime to the most senior qualified employee. In the event no such employee accepts the overtime, the Company shall assign the overtime to the

most junior qualified employee.

- 23.03.06 When an employee has accepted to work overtime on his day off, and the overtime is cancelled with a notice of less than twelve (12) hours, the employee shall be compensated with four (4) hours paid at the applicable overtime rate.
- 23.03.07 Where an employee signs up for overtime on his days off and he cancels the awarded overtime with less than 12 hours' notice to the Company, he shall be ineligible to receive overtime for the remaining duration of his next work rotation, unless an explanation satisfactory to the Company is provided.
- 23.03.08 The Company shall maintain and keep up-to-date records of all overtime hours worked. Should the Local Chief Shop Steward request a copy of the records, management shall supply it on a quarterly basis. The hours shall be monitored so that no employee shall exceed the quarterly limit of one hundred and four (104) hours or as modified by a written local agreement between the Company and the Local Chief Shop Steward.
- 23.04 All employees shall have their overtime equalization hours reset to zero (0) on April 1st, July 1st, October 1st and January 1st. Notwithstanding these provisions, the Company and Local Chief Shop Steward may mutually agree on a different system for the distribution of

overtime.

ARTICLE 24 - MUTUAL SHIFT EXCHANGE

24.01 In the sole discretion of management, the Company may approve a mutual shift exchange between employees. The exchange must occur within a 30-day period. The Company retains the right to authorize or decline any shift exchanges. Shift exchanges will not be unreasonably withheld.

ARTICLE 25 - COMPANY EMPLOYEE FILE AND PAY PROVISIONS

25.01 Company Employee File

25.01.01 Upon his request, an employee may have access to his Company Employee File. He shall consult it in the presence of his People & Culture Representative, within the two (2) weeks following his request.

25.01.02 The Company Employee File shall be kept completely confidential.

25.02 Pay Provisions

25.02.01 Employees shall be paid through direct deposit every two (2) weeks.

25.02.02 Employees shall have access to their pay statement electronically, which shall identify all relevant deductions or other information

as required by law.

- 25.02.03 In the event that an employee is underpaid, and the Company is responsible for this error, the Company agrees to correct it within the five (5) business days following receipt by the Payroll Department of the written notice informing of this error. Any other error shall be corrected on the employee's subsequent pay.
- 25.02.04 Accurate time and pay records shall be maintained for each employee, which shall be made available on request to the employee.

ARTICLE 26 - SUBCONTRACTING

- 26.01 Due to the seasonal fluctuation of the Company's business model, the parties recognize there may be a requirement for the utilization of subcontractors.
- 26.02 The Company agrees that the sub-contracting of work normally performed by classifications in categories covered by this Collective Agreement will not directly result in staff reduction of those permanent employees affected by the sub-contract. Nor will subcontracting be utilized while a bargaining unit member is on lay off status, so long as the person on lay off status is qualified to complete the required work.
- 26.03 The Company shall meet with the Local Chief

Shop Steward upon written request to discuss any work which is to be sub-contracted to determine if it could be performed by employees under the terms of this Collective Agreement.

- 26.04 Subcontractors performing work that would otherwise be performed by Bargaining Unit Members will be held to the same standards, processes and procedures, as judged by the Company, as Members covered by this Collective Agreement.
- 26.05 The Company agrees to pay Union dues on behalf of the employees referred to in 26.04.
- 26.06 When subcontracting is being utilized, the Company shall continue to make overtime available, as needed, to the appropriate qualified bargaining unit members.

ARTICLE 27 - UNION REPRESENTATION

- 27.01 The Company recognizes the Union representatives duly identified by the Union.
 - 27.01.01 The Union shall select the representatives mentioned in Article 27.01 and forward their names in writing to the Company. In addition, the Union shall inform the Company of any subsequent change, including the names of any representatives added or withdrawn, as stipulated in the Union bylaws.
- 27.02 A steward's first obligation is to the performance

of his regular duties and he shall not leave his regular duties without first obtaining permission from the immediate supervisor or his designate and shall advise the manager of the nature of his business and approximate duration and report back to such supervisor at the time of his return to work. Such permission shall not be unreasonably denied.

At no time shall a steward interrupt employees while such employees are working. Such time spent during a steward's regular shift shall be paid at his regular rate. No pay will be received for time spent outside the stewards' regularly scheduled shift.

27.02.01 Union duties and activities will not be carried out during regular scheduled hours without first obtaining permission from the immediate supervisor or his designate. The business agent or other full time executive of the Union, may with notification to Company or its designate, enter the site for purposes of servicing the unit, etc. Visits will not disrupt the normal conduct of business. It is further understood that representatives of the Union will comply with the Company's rules and regulations.

27.03 The Company shall provide posting space for the Union's exclusive use.

27.04 Labour Relations and Union/Management Meetings

- 27.04.01 The Company shall release and remunerate two (2) representatives for time spent with the Company in monthly labour relations meetings.
- 27.04.02 It is understood that the representatives mentioned in Article 27.04.01 shall include the Local Chief Shop Steward.
- 27.04.03 It is understood by Article 27.04 that the hours spent attending meetings of the Labour Relations Committee with the Company shall be considered as time worked.
- 27.04.04 Meetings held under Article 27.04 shall not be considered as replacing the grievance procedure defined in Article 16.0.

27.05 Release for Union Business

- 27.05.01 Provided that the Company can reasonably do without the services of the employees concerned for the duration of the leave of absence, the Company grants a leave of absence for Union business to two (2) Members in Toronto.
- 27.05.02 The Union (the Local Lodge or the District) shall make its request in writing to the Company at least four (4) weeks before the employee's requested leave.
- 27.05.03 The Company shall pay the employee's salary, and the Union shall reimburse the

Company for this amount as well as for related expenses. For the purposes of calculating overtime, this time shall not be considered as time worked. These leaves of absence do not include absences provided for under Articles 27.04, 27.06.01 and 27.08.

27.05.04 The leaves of absence described in Article 27.05 cover the meetings of the Local Lodge Executive Committee.

27.06 Release for Negotiations

27.06.01 Company shall release four (4) representatives, for negotiations concerning renewal of the Collective Agreement.

27.06.02 The Union shall absorb one hundred per cent (100%) of the costs related to transportation and accommodation of the bargaining committee for preparation of negotiations concerning renewal of the Collective Agreement.

27.06.03 The Union shall absorb fifty per cent (50%) of the costs related to the rental of meeting rooms for negotiations concerning renewal of the Collective Agreement.

27.06.04 When an employee's scheduled day off falls during negotiations with the Company or preparation of negotiations, he shall be entitled to take another day off in lieu to be taken according to the conditions mentioned

in Article 27.05. The Union shall reimburse the Company the salaries for these days.

27.07 Union Office

27.07.01 Upon request, with reasonable advance notice, the Local Chief Shop Steward(s) shall have access to an office, which shall be made available for their exclusive use during the time requested. An office shall be made available for a minimum of 10 hours per week, in accordance with 27.08.01. Additional time over 10 hours per week shall be subject to availability and mutual agreement between the parties. Such office shall be equipped with a telephone (with long distance capabilities), internet, intranet, a desk, chairs and, a computer. A secure and locked filing cabinet will be made available for the Union's exclusive use.

27.07.02 All items mentioned in Article 27.07.01 shall be provided by the Company and shall be in the same standard as provided to Local Management.

27.08 Local Chief Shop Steward Provisions

27.08.01 Local Chief Shop Steward(s) shall be granted clearance equal to ten (10) hours per week.

27.08.02 Hours granted in Article 27.08.01 belong to the Local Chief Shop Stewards position. If the Local Chief Shop Steward(s) is absent

due to vacation, illness, statutory holiday, time bank, maternity leave, paternal leave, out-base assignment, etc., the position shall be filled on an interim basis by a designate chosen by the Local Chief Shop Steward in accordance with Article 27.08.01, taking into consideration staffing levels and operational requirements.

27.08.03 The hours granted under Article 27.08.01 shall be taken at a time best suited to perform the duties and expectations of the Local Chief Shop Steward.

27.08.04 Subject to a local agreement between Local Management and the Local Chief Shop Steward, the Local Chief Shop Steward shall be allowed to choose any of the established work schedules covered by this Collective Agreement, with the intent to provide Union representation on an ongoing basis to the maximum number of members.

27.08.04.1 Subject to a Local Agreement between Local Management and the Local Chief Shop Steward, the Local Chief Shop Steward shall have the option to stagger himself between crews or teams as necessary to meet the intent of Article 27.08.04.

ARTICLE 28 - LEAVES OF ABSENCE

28.01 Leave of Absence – Voluntary Unpaid

- 28.01.01 Personnel requirements permitting, an employee may obtain a voluntary unpaid leave of absence not to exceed twelve (12) months, upon written request to the People & Culture Department. The People & Culture Department shall answer the request within fourteen (14) calendar days of the receipt.
- 28.01.02 The details concerning the authorization shall be established in writing, with a copy to the Local Chief Shop Steward.
- 28.01.03 An employee who wishes to continue contributing to the benefits plan during his voluntary unpaid leave shall be entitled to do so for a maximum period of three (3) months. He must advise the Company in writing of his request to do so before his departure. The employee on a voluntary leave of absence continues to accumulate seniority except for the purposes of salary progression and acquiring vacation rights. For clarity, while on this leave, the employee is responsible to pay the entire premium related to maintaining their benefits.
- 28.01.04 An employee volunteering to take a leave of absence to mitigate another employee's lay-off shall continue to accumulate seniority for the purposes of salary progression and

acquiring vacation rights.

28.02 Leave of Absence – Union

- 28.02.01 The Company shall grant a Union leave of absence without pay for the duration of the term (or terms) in Union office or position to any employee duly elected to serve as one of the full-time Union officers.
- 28.02.02 An employee on a union leave of absence shall return to the same position, work location and work schedule he held prior to being elected to union office at any time prior to or upon the expiration of his term of office subject to advance notification to the Company, in writing, no later than sixty (60) days before returning to duty.
- 28.02.03 An employee on a union leave as described in Article 28.02.01 shall retain and accrue all seniority rights except for the purposes of salary progression and acquiring vacation rights.
- 28.02.04 An employee on a union leave as described in Article 28.02.01 shall have the right to remain on the Company's benefit plan for a maximum period of three (3) months, in accordance with the rules of the plan in effect at the time of the union leave. In this case, the Union shall pay the Company's portion of the cost related to maintaining any benefit for the employee.

ARTICLE 29 - TRAINING AND DEVELOPMENT

29.01 The Company shall make every reasonable effort to schedule employees for training within the employee's work schedule and shift.

29.02 Employees while on a training course will be paid for hours during training. Overtime for hours during training shall be in accordance with Article 23.

Note: Employees regularly scheduled hours will not be reduced as a result of a training assignment. Where a training assignment is of a shorter duration than the regularly scheduled, the Company, in its sole discretion, may require the employee to complete their shift.

29.02.01 Employees shall only be paid for travel time to a course, where travel exceeds that of the employee's normal commute to work. This shall be calculated in terms of kilometers. For example, if the employee is required to drive 50 kilometres to work for his shift, and he is required to drive 50 kilometres to the training course, that time will not be considered time work and shall not be compensated.

29.02.02 No employee shall be required to attend training and travel on the same day for a period in excess of twelve (12) hours. This limitation shall apply on the day on which the employee travels from his base.

29.03 Selection Process for Aircraft Type Course Training

- 29.03.01 The Company shall e-mail a posting, outlining Aircraft Type Course Training opportunities made available to employees so that employees may signify their desire to receive such training. Employees must signify their desire to receive such training, in writing, within seven (7) calendar days of the posting. Such e-mail shall be sent at least fourteen (14) calendar days prior to any training being offered, or when such training is confirmed by the Training Department. A copy of all posting shall be sent by e-mail to the Local Chief Shop Steward.

- 29.03.02 Selection of candidates for training needs shall be based on operational need and shall be offered to employee's in the sole discretion of the Company.

- 29.03.03 The Company will make training available to employees on a seniority basis.

- 29.03.04 All training requirements shall be handled in accordance with the applicable section(s) of the Sunwing Airlines MCM.


ARTICLE 30 - DURATION OF COLLECTIVE AGREEMENT

- 30.01 The present Collective Agreement is effective on the date of ratification and remains in effect until May 31, 2023.
- 30.02 As of June 1, 2023, the present Collective Agreement continues to remain binding from year to year, unless there is notification in writing by either party of its wish to modify the Agreement. This notification shall be submitted within the one hundred and twenty (120) days preceding the Collective Agreement's expiry date. In the event of such notification, the Collective Agreement shall remain in full force and effect for the duration of negotiations for a new Collective Agreement.
- 30.03 Given the procedure provided by this Collective Agreement and the requirements of the Canada Labour Code for the purpose of settling disputes, the Union agrees that there shall be no strike and the Company agrees that there shall be no lockout for the duration of the Collective Agreement.

Signed by the parties this 12TH day of JULY, 2019

FOR SUNWING AIRLINES INC.

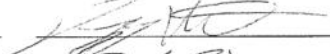
FOR INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS, DISTRICT 140



John Smith








James P.

James P.



**APPENDIX A
PRISONER OF WAR, HOSTAGE, HIJACKING,
INTERNMENT OR MISSING**

FORM LETTER

TO: Sunwing Airlines Inc.

DATE: _____

You are hereby directed to pay all monthly compensation allowable to me, from Sunwing Airlines Inc. under the terms of Article 21 of the Agreement (Prisoner of War, Hostage, Hijacking, Internment or Missing) to those designated as follows:

_____ percent of such Compensation to:
_____ (Name and Address) as
long as living and thereafter to: _____
(Name and Address) as long as living.

The balance, if any and any amounts accruing after the death of all persons named in the above designation shall be held for me. In the event of my death before receipt thereof, said balance and amounts accruing shall be paid to the legal representative of my estate.

A letter signed by the undersigned may modify the foregoing direction from time to time and any such modifications shall become effective upon receipt of

such letter by you.

I agree to indemnify and hold the Company harmless from any claims made relating to payments made by the Company pursuant to this direction and further. I hereby release the Company from any further claims to compensation paid by it on my behalf under this direction.

SIGNATURE: _____

WITNESS: _____