



COLLECTIVE AGREEMENT NO. 5

between

WORLDWIDE FLIGHT SERVICES INC.

and those

employees

as represented by

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)
AND ITS LOCAL 2002**

EFFECTIVE: August 13, 2004 - June 30, 2007

13943 (01)

ARTICLE 1 - PURPOSE OF AGREEMENT AND DEFINITIONS

- 1.01** The purpose of this Agreement is to set forth the rights of the parties and the rules concerning wages, hours of work and working conditions which will apply between the parties.
- 1.02** Should any part or provision of this Agreement be rendered invalid by reason of legislation enacted by the Government of Ontario or Quebec or the Government of Canada, such invalidation of any part of the provisions of this Agreement will not invalidate the remaining portions thereof, and they will remain in full force and effect.
- 1.03** It is agreed between the Parties that there will be no strikes or lockouts so long as this Agreement continues to be in effect pursuant to Article 21.
- 1.04** **Definitions** - The following words, as used throughout this Agreement, will mean the following:
- 1.04.01** **Agreement** - means the Collective Agreement in effect, including agreed upon amendments or interpretations thereto covered by letters signed/confirmed by responsible Company and Union Officers/Representatives.
- 1.04.02** **Base** - means Lester B. Pearson International Airport, Mississauga, Ontario, Dorval Airport, Dorval, Quebec and Mirabel Airport, Mirabel, Quebec.
- 1.04.03** **Category** - means a category as set out in Article 4.
- 1.04.04** **Classification** - means a classification as described in Article 4.
- 1.04.05** **Company** - means Worldwide Flights Services Inc. as represented through Officers and Management at various levels or their delegated representatives.

- 1.04.06 Employee** - means any person in the employ of the Company who is within the bargaining unit covered by this Agreement.
- 1.04.07 Local Union** - means CAW-Canada Local 2002 located at 7015 Tranmere Dr., Unit 5, Mississauga, Ontario, L5S 1M2.
- 1.04.08 Location** - means either the hangar, terminal building or cargo warehouse area within a base where employees are assigned to perform duties covered by this Agreement.
- 1.04.09 Lock-out** - means the closing of a place of employment, a suspension of work or a refusal by the Company to continue to employ a number of employees, done to compel those employees, or to aid another employer to compel its employees to agree to terms or conditions of employment.
- 1.04.10 National Union** - means the National office of the CAW-Canada located at 205 Placer Court, Willowdale, Ontario, M2H 3H9.
- 1.04.11 Requirements of the Service** – means a situation which calls for immediate action and which could not be preplanned for.
- 1.04.12 Shift** - means a period of time within a day during which an employee is scheduled to work.
- 1.04.13 Shift Schedule** - means a projection of all employees' shifts with regard to days worked and days off, including shift starting and terminating times.
- 1.04.14 Strike** - means 1) a cessation of work, or 2) a refusal to work, or 3) a refusal to continue to work, or 4) an act or omission that is intended to or does restrict or limit production or services, by employees in combination, or in concert, or in accordance with a common understanding, for the purpose of compelling the Company to agree to terms or conditions of employment, or of

compelling another employer to agree to terms or conditions of employment of his employees, and "to strike" has a similar meaning.

- 1.04.15** **Union** - means the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada) and its Local 2002.

ARTICLE 2 - UNION RECOGNITION

- 2.01** The Company recognizes the Union as the sole bargaining agent for all employees performing the duties described in Article 4 herein at Lester B. Pearson International Airport, Mississauga, Ontario, Dorval Airport, Dorval, Quebec and Mirabel Airport, Mirabel, Quebec.
- 2.02** All employees, who on April 2, 1990 were Union members in good standing, or may become Union members in good standing, shall as a condition of employment, maintain their Union membership. All employees who, as of April 2, 1990 were not Union members shall not be required to become Union members as a condition of employment. All new employees hired after April 2, 1990 shall, as a condition of employment, become Union members within 30 days from the date of their employment.
- 2.03** The Company will not permit any person not covered under this Agreement to do any tasks/duties covered under this Agreement. Where the requirements of the service (as defined in Article 1.04.11) dictate supervisory personnel may perform the duties. This however, will not result in a staff reduction or a reduction in normal hours of work. If it is found that Supervisors are having to involve themselves in the operation on a frequent basis, it will be appropriate to review the staffing to ensure that there are the proper number of staff needed to do the job.

2.03.01 The Company will issue the following memo to all appropriate Supervisors within seven (7) days of the ratification of this Agreement and to any Supervisor subsequently hired within seven (7) days of their date of hire:

TO: ALL SUPERVISORS

FROM:

SUBJECT: ARTICLE 2.03

DATE:

2.03 The Company will not permit any person not covered under this Agreement to do any task/duties covered under this Agreement. Where the requirements of the service (as defined in Article 1.04.11) dictate supervisory personnel may perform the duties. This however, will not result in a staff reduction or a reduction in normal hours of work. If it is found that Supervisors are having to involve themselves in the operation on a frequent basis, it will be appropriate to review the staffing to ensure that there are the proper number of staff needed to do the job.

Noted above is the language contained in Article 2.03 of the current collective agreement.

The intent of this language is to provide us with an opportunity to ensure that situations which cannot be preplanned for and which require immediate action, such as irregular operations, will not diminish our ability to provide an acceptable level of service to our customers. However, it must be stressed that it is to be used occasionally. Your effectiveness as a Supervisor is diminished if your physical involvement is required on more than an occasional basis.

For this reason, if it is found that Supervisors are having to involve themselves in the operation on a more frequent basis that is intended, it will be appropriate that we review the staffing to ensure that we have the proper number of staff needed to do the job.

2.04 The Company reserves the right to contract out any work covered by this Agreement in circumstances where it does not have the staff, facilities or tooling to do a particular job. The Company will fully discuss such situations with the Union prior to making the final decision to contract out.

2.04.01 In addition to the foregoing, the Company reserves the right to contract out any work covered by this Agreement in any category except Aircraft Services, in order to obtain a new ground-handling contract, or the renewal of an existing ground-handling contract, where it is not economically feasible for employees to perform the work involved. In such cases, and prior to the final decision, the Company will consult with the Union in order to determine the feasibility of having the work performed by employees and/or to reduce the impact upon any employees affected by the decision.

ARTICLE 3 MANAGEMENT'S RIGHTS

3.01 The Management of the Company and the direction of its employees are vested exclusively in the Company and shall not in any way be abridged except as specifically restricted in this Agreement.

3.01.01 The Union acknowledges that it is the exclusive function of the Company:

- A.** To maintain order, discipline and efficiency, to establish and enforce reasonable Company rules, and to discipline, suspend and discharge employees for just cause.
- B.** To hire new employees, retire, classify, direct, promote, demote, transfer, assign shifts and increase and decrease the work force from time to time.
- C.** Generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the

foregoing, to establish the schedules of work, the right to determine the number and types of employees needed by the Company at any time, the kinds of machines, tools and equipment to be used and to establish company policy and procedures required for the efficient conduct of its business.

D. To make and alter from time to time reasonable rules and regulations to be observed by its employees which shall not be discriminating in nature.

3.01.02 These enumerations shall not be deemed to exclude other prerogatives not herein enumerated, and any of the rights, powers or authority the Company had prior to the signing of this Agreement are hereby retained by the Company.

3.02 Such rights will be exercised in a manner that is not inconsistent with the provisions of this Agreement.

3.03 It is agreed and understood that nothing in the foregoing will detract from the right of an employee or the Union to initiate a grievance in the manner provided for in this Agreement.

ARTICLE 4 SCOPE OF AGREEMENT

4.01 Current categories and classifications covered by this Agreement are as follows:

4.01.01 AIRCRAFT SERVICES CATEGORY

- 4.01.01.01 Aircraft Service Technician** - comprises all those who perform aircraft servicing, including loading and unloading baggage and cargo compartments of aircraft; provisioning of aircraft with cabin service supplies; servicing of lavatories and water systems; de-icing aircraft; pushing out/towing of aircraft and related marshaling activities; routine cleaning of work areas, ramps and facilities with or without powered equipment; receiving, dispatching and staging air freight, air mail and other cargo at air freight docks and other cargo facilities; fueling; light-grooming of the aircraft interior on turnarounds, or as otherwise agreed to between the Company and the Union; and other duties and functions related to the foregoing as directed by management and/or a Crew Chief.
- 4.01.01.02 Aircraft Service Technician Crew Chief** - comprises all those who, in addition to those duties and functions outlined in Article 4.01.01.01, are responsible to management for the overall performance of his/her crew and the timely and satisfactory completion of work assignments in accordance with Company policy. Duties may also include towing of aircraft; demonstration of proper work methods, conducting on-the-job training, conducting of crew meetings and instruction of employees in new or revised operational procedures. Crew Chiefs will not have the authority to administer discipline or discharge.
- 4.01.01.03 Operations Control Agent** - comprises all those who perform operations control functions including: assignment of aircraft to gates or loading areas; coordinating cabin availability, meal-count and in-flight supplies with Flight Attendants; weight and balance including pre-planing passenger, fuel, mail, express and air freight loads on aircraft by type of equipment based on payload allowable and available, applies applicable charts and reference materials on balance data to compute weight distribution of load, adjusts load distribution prior to flight departure for

changes in load composition, keeps appropriate personnel informed of load changes, prepares and maintains required records on load information; prepares, assembles and signs flight releases for Dispatchers; briefs and debriefs crews regarding weather, airports and traffic conditions, delayed flights, mechanical problems and other related information; obtains, coordinates, screens and disseminates all ramp and related information for Company personnel and public utilization; monitors airways frequencies for approach, landing and take-off clearances to keep current on flight arrival estimates and checks accuracy of weather, wind, altimeter settings provided aircraft crew; monitors and keeps current flight progress board and inputs information into customer computer system affecting changes in arrival or departure times at downline stations; prepares and maintains various flight operations reports and records; and other duties and functions related to the foregoing as directed by management.

4.01.01.04 When directed by a supervisor, in consultation with the Crew Chief, or by a Crew Chief, employees in the Aircraft Services Technician or Aircraft Services Technician Crew Chief classifications may periodically be utilized to perform work in the Aircraft Cleaner classification.

4.01.02 AIRCRAFT CLEANER CATEGORY

4.01.02.01 Aircraft Cleaner - comprises all those who perform aircraft grooming, including equipping the aircraft cabin for flight according to specifications with equipment and cabin services supplies; cleaning interior of aircraft by hand or powered equipment using cleaners; completion of the aircraft cleaning bill as required; stocking and cleaning of vehicles used in the grooming function; stocking and cleaning of the cabin service make-up rooms and area; stocking and maintaining cabin services kits; routine

cleaning of work areas; and other duties and functions related to the foregoing as directed by management and/or a Crew Chief.

4.01.02.02 Aircraft Cleaner Crew Chief - comprises all those who, in addition to those duties and functions outlined in Article 4.01.02.01, are responsible to management for the overall performance of his/her crew and the timely and satisfactory completion of work assignments in accordance with Company policy. Duties may also include the demonstration of proper work methods, conducting of on-the-job training, conducting of crew meetings and instruction of employees in new or revised operational procedures. Crew Chiefs will not have the authority to administer discipline or discharge.

4.01.02.03 Where the requirements of the service dictate and when directed by a supervisor, in consultation with the Crew Chief, or by a Crew Chief, employees in any classification in the Aircraft Grooming category may periodically be utilized to perform work in the Aircraft Services Technician classification provided the employee has the qualifications required for the work to be performed.

4.01.03 GROUND EQUIPMENT MAINTENANCE CATEGORY

4.01.03.01 Ground Equipment Mechanic - comprises all those who perform mechanic functions on ground equipment according to their qualifications including trouble-shooting; disassembly checking; cleaning, repairing, replacing, tearing, adjusting, assembling, installing, servicing, fabricating and inspecting as required; ordering, receiving, inventory, securing or disbursement of parts and supplies on or off airport facilities; and other duties and functions related to the foregoing as directed by management.

4.01.03.02 Apprentice Ground Equipment Mechanic - comprises all those performing the work described in Article 4.01.03.01

who are learning the trade of mechanic. Progression to the Ground Equipment Mechanic classification will occur upon the employee's completion of the requirements of the applicable apprenticeship program.

4.01.03.03 **Lead Ground Equipment Mechanic** - comprises all those who, in addition to those duties and functions outlined in Article 4.01.03.01 are responsible to management for the overall performance of the Ground Equipment Mechanics under their direction and the timely and satisfactory completion of work assignments in accordance with Company policy. Duties may also include the demonstration of proper work methods, conducting of on-the-job training, conducting of crew meetings and instruction of employees in new or revised operational procedures. Lead Ground Equipment Mechanics will not have the authority to administer discipline or discharge.

4.01.03.04 Where the requirements of the service dictate and when directed by a member of management, employees in the Ground Equipment Maintenance category may periodically be utilized to perform work in the Aircraft Services Technician or Aircraft Cleaner classification.

4.01.04 AIRCRAFT MAINTENANCE CATEGORY

4.01.04.01 **Aircraft Mechanic** - comprises all those who, with minimum supervision, perform any work on the maintenance, servicing and recertification of Company serviced aircraft, engines, components, related systems and accessories and towing of aircraft; diagnosing of malfunctions of any system, component and accessories of aircraft engines and equipment; operation of mobile equipment as is necessary to carry out technical duties; responsible, when directed, for affixing the required legal signature for aircraft serviceability and/or the Airworthiness Release; and other duties and functions related to the foregoing as directed by

management or a Senior Aircraft Mechanic. Must hold a valid Canadian A.M.E. License or a valid F.A.A. A&P license with the proper approval or endorsement to exercise the legal signatory power for aircraft serviceability and/or the Airworthiness Release that can be effectively utilized within the contractual obligations of the Company; must hold a valid restricted radio communications license; must be capable of writing comprehensive technical reports and interpreting manuals and other relevant information.

4.01.04.02 Senior Aircraft Mechanic - comprises all those who, in addition to those duties and functions outlined in Article 4.01.04.01, are responsible for receiving and delegating aircraft maintenance assignments from management; perform and provide technical assistance and guidance in trouble-shooting to an employee or employees assigned to him/her; completion of forms, delay reports, log books, work cards and any related paperwork; and other duties and functions related to the foregoing as directed by management. Must hold a valid Canadian A.M.E. license and a valid F.A.A. A&P License, with the proper approval or endorsement to exercise the legal signatory power for aircraft serviceability and/or the Airworthiness Release; must hold a valid restricted radio communications license; must be capable of writing comprehensive technical reports; will be competent in procedures and techniques in trouble-shooting and repair of the aircraft types used by the customer and their power plants and components, utilizing the manufacturer's aircraft manuals; must be proficient in oral and written communications for instruction of employees, individually or in a group, using training procedures provided by the Company.

4.01.04.03 Lead Aircraft Mechanic - comprises all those who, in addition to those duties and functions outlined in Article 4.01.04.02, are responsible to management for the overall performance of the Aircraft Mechanics under their direction

and the timely and satisfactory completion of work assignments in accordance with Company policy. Duties may also include the demonstration of proper work methods, conducting of on-the-job training, conducting of crew meetings and instruction of employees in new or revised operational procedures. Lead Aircraft Mechanics will not have the authority to administer discipline or discharge.

4.01.04.04 Where the requirements of the service dictate and when directed by a supervisor, employees in any classification in the Aircraft Maintenance category may periodically be utilized to perform work in the Aircraft Services Technician, Aircraft Cleaner or Ground Equipment Mechanic classification.

4.01.05 PASSENGER SERVICES CATEGORY

4.01.05.01 Passenger Service Agent - comprises all those who perform airport and passenger service functions including: making reservations, preparation and issuance of tickets and itineraries, computation of fares, issuance of refunds, checking baggage, collection of excess baggage charges, providing passengers with general travel information; meets aircraft at gate or loading area, performs duties in the departure lounges or at boarding gates when enplaning and deplaning passengers, checks passenger ticket for validity and lifts appropriate coupon, completes all necessary arrangements for accommodating passengers holding reservations, standbys and their luggage, determines flight close-out time and prepares, completes and checks various flight forms for accuracy, invalidates tickets and completes post-departure procedures; performs lost and found activities, initiates tracing procedures for **lost** passenger articles, keeps owner informed of progress of search and returns found articles to customer, processes claims for damaged or **lost** baggage and personal articles and makes on-the-spot settlement of minor claims, forwards reports on

larger claims to proper Company personnel, prepares and maintains required records and reports of lost and found activities; receives airfreight shipments, establishes acceptability, determines routing, classifies, computes rates and other tariff charges and collects payments, prepares routing data, carrier releases, transfer manifest drayage documents and various domestic and international forms, maintains inventory and records of shipments accepted, warehoused, dispatches and delivered to customers; and other duties and functions related to the foregoing as directed by management.

4.01.05.02 Lead Passenger Service Agent - comprises all those who, in addition to those duties and functions outlined in Article 4.01.05.01, are responsible to management for the overall performance of the Passenger Service Agents under their direction and the timely and satisfactory completion of work assignments in accordance with Company policy. Duties may also include the demonstration of proper work methods, conducting of on-the-job training, conducting of crew meetings and instruction of employees in new or revised operational procedures. Lead Passenger Service Agents will not have the authority to administer discipline or discharge.

4.01.05.03 When directed by a member of management, employees in the Passenger Service Agent or Lead Passenger Service Agent classification may periodically be utilized to tidy the interior of an aircraft at the gate or to deliver baggage to or pick-up baggage from the gate ramp area.

4.01.06 CARGO SERVICES CATEGORY

4.01.06.01 Cargo Technician - Comprises all those who perform cargo warehousing, including receiving, dispatching and staging airfreight, air mail and other cargo at air freight docks and other cargo facilities; operating motorized vehicles as related to the operation; routine cleaning of work areas, ramps, equipment

and facilities with or without powered equipment; and other duties and functions related to the foregoing as directed by management.

4.01.06.02 Lead Cargo Technician – Comprises all those who, in addition to those duties and functions outlined in Article 4.01.06.01, are responsible to management for the overall performance of his/her crew and the timely and satisfactory completion of work assignments in accordance with Company policy. Duties may also include the demonstration of proper work methods, conducting of on-the-job training, conducting of crew meetings and instruction of employees in new or revised operational procedures. Lead Cargo Technicians will not have the authority to administer discipline or discharge.

4.02 Notwithstanding the foregoing descriptions, and recognizing that the methods used for accomplishing the work of employees might change from time to time, the work performed by employees will continue to be performed by employees as long as there is a requirement for that work to be done, subject always to Article 2.04.

4.03 The Company and the Union may, by mutual agreement, combine any of the categories or classifications described or create new categories or classifications. In this event, the Union may open the Agreement for the purpose of negotiating the job description and rates of pay for the affected classification(s), unless the change occurs within ninety (90) calendar days prior to the termination of the Agreement, in which case the new job description and rates of pay will become a part of the normal bargaining process.

4.04 Reassignment - Where a carrier which ~~is~~ handled by the Company advises in writing that an employee will no longer be permitted to work on their aircraft or deal with their customers, the Company will reassign the employee to alternate work in their classification, or in another classification if the employee and Union agree, provided such work is available. Where alternate

work is not available, or if the alternate work in another classification is declined, the employee will be placed on laid off status, subject to recall when work becomes available in their classification. Where the alternate work is in another classification, the employee will be assigned temporarily to that other classification pending work becoming available in their classification. Prior to taking any action under these provisions, the Company will meet with the employee, with Union representation, and fully discuss the matter, including exploring alternatives and will provide the employee and Union with a copy of the written advice received from the carrier. Nothing in this provision prevents the Company from also imposing discipline as provided for under Article 16 where there is just cause for doing so nor does it prevent the Company from releasing a probationary employee as provided for under Article 9.02. Furthermore, the Company agrees that it will not take any action or otherwise entertain a request by a carrier which is in violation of the provisions of Article 19.09 (Human Rights).

ARTICLE 5 RATES OF PAY AND PREMIUMS

5.01 Rates of pay are on an hourly basis in accordance with the following schedules. For the purposes of the Aircraft Services Technician - Crew Chief and Aircraft Cleaner – Crew Chief scales, and as provided for in point 4 of the August 9, 2004 Memorandum of Settlement, Groups 1 and 2 are defined as follows:

Group 1 comprises employees who are in the classification on August 13, 2004. These employees will remain on this scale if it produces a higher rate of pay than the Group 2 scale. These rates will also apply to employees who are involuntarily moved from the Crew Chief classification if they subsequently transfer back to the classification.

Group 2 comprises employees who enter into the classification on or after August 14, 2004. These rates will also apply to employees who

are in Group 1 but who voluntarily transfer out of the classification and then subsequently transfer back to the classification.

AIRCRAFT SERVICES CATEGORY

Aircraft Services Technician

Effective:	1-Jul-04	1-Jul-05	1-Jul-06
0-6 months	8.72	8.94	9.16
7-12 months	9.21	9.44	9.68
13-18 months	9.71	9.95	10.20
19-24 months	10.20	10.46	10.72
25-30 months	10.70	10.97	11.24
31-36 months	11.19	11.47	11.76
37-42 months	11.69	11.98	12.28
43-48 months	12.18	12.48	12.79
49-54 months	12.67	12.99	13.31
55-60 months	13.16	13.49	13.83
Over 60 months	13.92	14.27	14.63

Crew Chief – Aircraft Services Technician

	Group 1*	Group 2*		
Effective:	1-Jul-04	14-Aug-04	1-Jul-05	1-Jul-06
0-6 months	12.62	10.72	10.94	11.16
7-12 months	13.15	11.21	11.44	11.68
13-18 months	13.67	11.71	11.95	12.20
19-24 months	14.19	12.20	12.46	12.72
25-30 months	14.72	12.70	12.97	13.24
31-36 months	15.24	13.19	13.47	13.76
37-42 months	15.77	13.69	13.98	14.28
43-48 months	16.29	14.18	14.48	14.79
49-54 months	16.82	14.67	14.99	15.31
55-60 months	17.34	15.16	15.49	15.83
Over 60 months	18.27	15.92	16.27	16.63

**See Article 5.01 for the Group definitions.*

Operations Control Agent

Effective:	1-Jul-04	1-Jul-05	1-Jul-06
0-6 months	9.79	10.03	10.28
7-12 months	10.29	10.55	10.81
13-18 months	10.79	11.06	11.34
19-24 months	11.31	11.59	11.88
25-30 months	11.81	12.11	12.41
31-36 months	12.31	12.62	12.94
37-42 months	12.81	13.13	13.46
43-48 months	13.31	13.64	13.98
49-54 months	13.82	14.17	14.52
55-60 months	14.33	14.69	15.06
Over 60 months	15.19	15.57	15.96

AIRCRAFT CLEANER CATEGORY

Aircraft Cleaner

Effective:	1-Jul-04	1-Jul-05	1-Jul-06
0-6 months	7.59	7.78	7.97
7-12 months	8.03	8.23	8.44
13-18 months	8.48	8.69	8.91
19-24 months	8.93	9.15	9.38
25-30 months	9.38	9.61	9.85
31-36 months	9.82	10.07	10.32
37-42 months	10.27	10.53	10.79
43-48 months	10.72	10.99	11.26
49-54 months	11.16	11.44	11.73
55-60 months	11.61	11.90	12.20
Over 60 months	12.32	12.63	12.95

Crew Chief – Aircraft Cleaner

	Group 1*	Group 2*		
Effective:	1-Jul-04	14-Aug-04	1-Jul-05	1-Jul-06
0-6 months	9.81	9.59	9.78	9.97
7-12 months	10.28	10.03	10.23	10.44
13-18 months	10.75	10.48	10.69	10.91
19-24 months	11.22	10.93	11.15	11.38
25-30 months	11.69	11.38	11.61	11.85
31-36 months	12.16	11.82	12.07	12.32
37-42 months	12.63	12.27	12.53	12.79
43-48 months	13.10	12.72	12.99	13.26
49-54 months	13.57	13.16	13.44	13.73
55-60 months	14.04	13.61	13.90	14.20
Over 60 months	14.81	14.32	14.63	14.95

**See Article 5.01 for the Group definitions.*

PASSENGER SERVICES CATEGORY

Passenger Service Agent

Effective:	1-Jul-04	1-Jul-05	1-Jul-06
0-6 months	8.67	8.89	9.11
7-12 months	9.16	9.39	9.62
13-18 months	9.66	9.90	10.15
19-24 months	10.15	10.40	10.66
25-30 months	10.64	10.91	11.18
31-36 months	11.13	11.41	11.70
37-42 months	11.62	11.91	12.21
43-48 months	12.12	12.42	12.73
49-54 months	12.61	12.93	13.25
55-60 months	13.10	13.43	13.77
Over 60 months	13.87	14.22	14.58

Lead Passenger Service Agent

Effective	1-Jul-04	1-Jul-05	1-Jul-06
0-6 months	10.67	10.89	11.11
7-12 months	11.16	11.39	11.62
13-18 months	11.66	11.90	12.15
19-24 months	12.15	12.40	12.66
25-30 months	12.64	12.91	13.18
37-42 months	13.62	13.91	14.21
43-48 months	14.12	14.42	14.73
49-54 months	14.61	14.93	15.25
55-60 months	15.10	15.43	15.77
Over 60 months	15.87	16.22	16.58

GROUND EQUIPMENT MAINTENANCE CATEGORY

Ground Equipment Apprentice Mechanic

Effective:	1-Jul-04	1-Jul-05	1-Jul-06
0-6 months	12.35	12.66	12.98
7-12 months	13.43	13.77	14.11
13-18 months	14.52	14.88	15.25
19-24 months	15.60	15.99	16.39
31-36 months	17.04	17.47	17.91
37-42 months	18.41	18.87	19.34
Over 42 months	19.26	19.74	20.23

Ground Equipment Mechanic

Effective:	1-Jul-04	1-Jul-05	1-Jul-06
0-6 months	17.64	18.08	18.53
7-12 months	18.38	18.84	19.31
13-18 months	19.14	19.62	20.11
19-24 months	19.73	20.22	20.73
25-30 months	20.42	20.93	21.45

31-36 months	22.09	22.64	23.21
Over 36 months	23.08	23.66	24.25

Lead Ground Equipment Mechanic

Effective:	1-Jul-04	1-Jul-05	1-Jul-06
0-6 months	19.64	20.08	20.53
7-12 months	20.38	20.84	21.31
13-18 months	21.14	21.62	22.11
19-24 months	21.73	22.22	22.73
25-30 months	22.42	22.93	23.45
31-36 months	24.09	24.64	25.21
Over 36 months	25.08	25.66	26.25

AIRCRAFT MAINTENANCE CATEGORY

Aircraft Mechanic

Effective:	1-Jul-04	1-Jul-05	1-Jul-06
0-12 months	17.64	18.08	18.53
13-24 months	18.35	18.81	19.28
25-36 months	20.05	20.55	21.06
Over 36 months	20.97	21.49	22.03

Senior Aircraft Mechanic

Effective:	1-Jul-04	1-Jul-05	1-Jul-06
0-12 months	19.60	20.09	20.59
13-24 months	20.40	20.91	21.43
25-36 months	22.29	22.85	23.42
Over 36 months	23.31	23.89	24.49

Lead Aircraft Mechanic

Effective:	1-Jul-04	1-Jul-05	1-Jul-06
0-12 months	21.60	22.09	22.59

Over 36 months	25.31	25.89	26.49

CARGO SERVICES CATEGORY

Cargo Technician

Effective:	1-Jul-04	1-Jul-05	1-Jul-06
0-6 months	8.72	8.94	9.16
7-12 months	9.21	9.44	9.68
19-24 months	10.20	10.46	10.72
25-30 months	10.70	10.97	11.24
31-36 months	11.19	11.47	11.76
37-42 months	11.69	11.98	12.28
43-48 months	12.18	12.48	12.79
49-54 months	12.67	12.99	13.31
55-60 months	13.16	13.49	13.83
Over 60 months	13.92	14.27	14.63

Lead Cargo Technician

Effective:	1-Jul-04	1-Jul-05	1-Jul-06
0-6 months	10.72	10.94	11.16
7-12 months	11.21	11.44	11.68
13-18 months	11.71	11.95	12.20
19-24 months	12.20	12.46	12.72
25-30 months	12.70	12.97	13.24
31-36 months	13.19	13.47	13.76
37-42 months	13.69	13.98	14.28
43-48 months	14.18	14.48	14.79
49-54 months	14.67	14.99	15.31
55-60 months	15.16	15.49	15.83
Over 60 months	15.92	16.27	16.63

5.02 Scheduled advancement from one rate of pay to the next higher rate in the wage scale for each classification will occur upon completion of the period described in the wage scale.

5.02.01 (a) Except as provided for in Article 10.05.04.02, or (d) below, when an employee changes classification, the employee's placement on the applicable wage scale will be determined by moving the employee to the rate of pay on the new scale which is closest but higher than their current rate of pay. Thereafter advancement will be in accordance with Article 5.02 based on the date the employee changed classification.

(b) In the event an employee who changes classification does not receive a rate of pay on the new scale at least equal to the rate they would have received on the scale for his/her previous classification, s/he will be advanced one (1) level on the new scale as of the scheduled increment date had they remained in their previous classification. Subsequent increments will be in accordance with Article 5.02 based on the date the employee is advanced.

(c) In addition to (b) above, employees who change classification to a Crew Chief or Lead position will be advanced one additional step, or such additional steps as necessary to ensure a one dollar (\$1.00) increase in their hourly rate of pay.

(d) If it produces a higher rate of pay, an employee who is returning to a previous classification from a layoff/involuntary reclassification will have their placement on the scale in that classification determined according to the level they were at prior to their layoff/involuntary reclassification.

- 5.03** The Company may, at its discretion, commence a new employee at any rate on the applicable wage scale based on his/her experience; no employee, however, will be paid a rate in excess of the maximum rate in the applicable wage scale.
- 5.04** **Shift Premiums** - A shift premium of thirty cents (30¢) will be paid for all hours worked on shifts commencing from 1600 to 2259 and a shift premium of fifty-five cents (55¢) will be paid for all hours worked on shifts commencing from 2300 to 0459.
- 5.04.01** Shift premiums will be recorded to the nearest minute for all hours on which it applies, whether these are scheduled shift hours or overtime/recall hours. Shift premiums earned during overtime/recall hours are not extended and are paid in the amounts set forth in Article 5.04.
- 5.05** **Towing Premium** - The Company shall designate the number of Transport Canada "D" licenses or equivalent which permits aircraft towing and will pay a monthly premium of forty dollars (\$40.00) to those designated persons who actually perform the work. In addition, employees performing infield tows (ground to apron or apron to apron, where radio frequencies are changed, will receive a remium of ten dollars (\$10.00) per tow.
- 5.06** Pay dates will be every Thursday. Pay cheques will normally be available to employees no later than noon on pay day. It is understood that if pay cheques are available, employees not scheduled to work on Thursday will be entitled to receive them on their last regularly scheduled day prior to pay day. It is understood and agreed however that they cannot be cashed until the Thursday.
- 5.07** All debits for time off, overtime/recall credits and premiums will be cleared from the employee's Time Record at the end of each pay period and identified and paid on the pay cheque for the next pay period.

- 5.07.01** Debits or credits of three (3) or less minutes will not be recorded, debited or paid. If this three (3) minutes is exceeded, all time, including the three (3) minutes, will be recorded, debited or paid.
- 5.08** Recovery of pay errors will be limited to those errors which occurred during the twelve (12) calendar month period immediately preceding the discovery of the error.
- 5.08.01** When the error involves an overpayment to an employee which is being recovered by the Company, equal deductions will be made on each pay cheque over a six (6) month period and, except for the residual balance, each deduction will not be less than ten dollars (\$10.00) or such larger amount as requested by the employee. In the event the employee's service with the Company is terminated, all monies due to the Company will be deducted from the final pay cheque.
- 5.08.02** Prior to any debits being initiated by the Company, the employee will be advised, in writing, of the error, the number of deductions to be made, the amounts of each deduction and when the deductions will commence.
- 5.08.03** Pay errors involving an underpayment will be reported by the employee on the prescribed form and the Company will provide a response within five (5) working days of it being reported. Restitution will be made on the first pay cheque following verification of the underpayment, provided such verification is made three (3) or more days prior to the pay date; otherwise, it will be made on the next following pay cheque. However, where the underpayment is one hundred dollars (\$100.00) or more, the Company agrees to issue a cheque if this would result in the employee receiving restitution on an earlier date.

ARTICLE 6 HOURS OF WORK, SHIFT SCHEDULES, MEAL AND REST PERIODS

6.01 Hours of Work - The standard working week for full-time employees will be forty (40) hours. The standard working day will be eight (8) consecutive hours, including rest and wash-up periods but excluding meal periods.

6.01.01 Standard shift schedules will be comprised of the standard work week of forty (40) hours which contain five (5) standard work days of eight (8) hours. Days off will be scheduled consecutively whenever practicable but in any event, not less than two (2) days off will be scheduled consecutively. Where operational requirements are such, the standard work day and the number of standard work days may be varied to provide for a work day of more than eight (8) hours, but not in excess of ten (10) hours, and to provide for a number of work days of not **less** than four (4), but no more than **six** (6).

6.01.02 In any schedule, the total number of days off in the schedule will not be less than the following:

<u>Average Length of Work Day</u>	<u>Days Off</u>	<u>An Example of a Sample Rotation</u>
8 hours	2/7ths	5 on/2 off
8 1/2 hours	1/3rd	6 on/3 off
9 hours	3/8ths	5 on/3 off
10 hours	3/7ths	4 on/3 off

6.02 Shift Schedules - will be developed in accordance with the following:

6.02.01 The Company will determine the staffing requirements and will review those requirements and the proposed shift schedules for each work area with the Union Scheduling Committee which will be comprised of three (3) employees selected by the Union (two (2) employees each for the Dorval and Mirabel bases).

This review will take place as soon as possible prior to the posting of the schedules pursuant to Article 6.02.02. In no case will this be less than three (3) calendar days unless otherwise agreed by the Union. The Union may propose an alternate schedule. Should the Union's schedule meet the Company requirements, it will be implemented. Failing a suitable alternative, the Company's schedule will be implemented. Time required by the Scheduling Committee for the purpose of reviewing the requirements/schedules will, for the purposes of Articles 18.03.01 and 18.03.02, be considered as time spent attending meetings with the Company.

6.02.02 Shift Schedules will be posted at least fourteen (**14**) calendar days, or such shorter period by mutual agreement between the Company and the Union District Chairperson, prior to implementation and will continue in effect until a change is required by the Company. It is understood that these changes should be kept to a minimum as necessary to accommodate changes to staffing requirements. The Union may also request changes to schedules and such requests will be given serious consideration by the Company.

6.02.03 Assignment to shifts developed for each work area through the provisions of Article 6.02 and the handling of vacancies on new shifts will be handled by seniority bid within each classification. For Crew Chief and Lead classifications, "seniority" will be the time the employee has been a Crew Chief or Lead according to Article 6.02.03.02. Residual vacancies within the classification(s) will be handled in accordance with Article 12. Employees who fail to bid on a shift, or are unsuccessful in their bid(s) will be assigned by the Company. Shift assignments will be finalized seven (7) calendar days prior to their effective date.

6.02.03.01 Vacancies on existing shifts which occur between general shift bids will be handled by seniority bid within the status and classification in which the vacancy is occurring. For Crew Chief and Lead classifications, "seniority" will be the

time the employee has been a Crew Chief or Lead according to Article 6.02.03.02. Pending filling of the vacancy on a permanent basis the Company may assign employees to the vacant shifts. In all cases, the minimum notice periods provided for in Article 6.03.03 will apply.

6.02.03.02 For the purposes of bidding in Crew Chief and Lead classifications under Articles 6.02.03 and 6.02.03.01, "seniority" will be the time the employee has been a Crew Chief or Lead. A date will be established based on the date the employee starts in the classification. When the employee leaves and then returns to the classification, this date will be adjusted on a day for day basis to account for time the employee was not in the classification. Retention of time accrued in the classification will be for a period equal to the employee's time in the classification. For example, for an employee who has accrued 2 years as a Crew Chief and then leaves the Crew Chief classification, the 2 years "seniority" would be retained for 2 years. If the employee returns to the Crew Chief classification after 1 year, their Crew Chief "seniority" date would be adjusted by 1 year and they would recommence accruing "seniority." If the employee did not return during the 2 year retention period, their Crew Chief "seniority" would be eliminated.

6.03 **Change of Shift or Days On and Days Off** - The provisions of this Article are intended to be used solely to cover the scheduled or unscheduled absence of employees within the scope of this Agreement.

6.03.01 Occasional changes to an individual's schedule may occur to cover the absence of another employee due to annual vacations, sick leave, maternity leave, training and time off for Union business.

- 6.03.02** Where more than one employee is available to provide the necessary coverage, the assignment will be offered in order of seniority.
- 6.03.03** Employees will be provided with not less than three (3) clear calendar days notice for a change of shift and not less than five (5) clear calendar days notice of a change of days off. These time limits may be reduced if there are no employees available or willing to accept overtime or recall. Notice of the change will be provided to the employee in writing, copied to the Union District Chairperson.
- 6.03.04** When an employee changes his/her classification under the provisions of Article 10 or 12, the Company may change that employee's shifts or days off. The minimum notice periods provided for in Article 6.03.03 will apply.
- 6.03.05** The Company will calculate the effect of shift or shift schedule changes made in accordance with this Article 6.03 on an employee's hours of work during the work week in which changes are effected. The employee will be credited at the rate of one and one-half times (1-1/2 X) for any hours worked in excess of forty (40) hours during that work week. For the purposes of the foregoing, the work week shall be the period from midnight Thursday (0001 Friday) to midnight the following Thursday (2359 Thursday).
- 6.04** Meal Periods - will be not less than thirty (30) minutes in duration away from the job. One (1) meal period will be scheduled in each shift within one and one-half (1-1/2) hour on either side of the mid-point of each shift unless otherwise arranged according to the wishes of the majority of the employees involved.
- 6.04.01** If, due to requirements of the service, an employee is unable to take a meal period at the scheduled time, the meal period will be taken at a time available during the period provided for in Article 6.04. If this is not possible, the employee may elect to

take the meal period at some other time during the balance of the shift agreeable to the Company or forego the meal period and claim an overtime credit in lieu.

- 6.04.02** An employee who works more than four (4) hours overtime prior to or after his/her shift will be provided with an additional unpaid meal period and will receive a meal allowance of six dollars (\$6.00).
- 6.04.03** An employee who works in excess of eight (8) hours overtime prior to or after his/her shift will become entitled to an additional unpaid meal period at the completion of each eight (8) hour period and will receive a meal allowance of six dollars (\$6.00).
- 6.04.04** Employees who report to work a recall will be provided with a unpaid meal period after four (4) hours of work and employees who work more than twelve (12) hours on a recall will be provided with an additional unpaid meal period. In each case the employee will receive a meal allowance of six dollars (\$6.00).
- 6.04.05** An employee who is unable to take a meal period granted under the provisions of Article 6.04.02, 6.04.03 or 6.04.04, will be credited with thirty (30) minutes of overtime or recall.
- 6.05** **Rest Periods** - The Company agrees to continue its current practice with respect to rest periods when operationally feasible.
- 6.06** **Wash-up Period** - will be not less than five (5) minutes immediately prior to the end of a scheduled shift or period of recall. If overtime is worked following a scheduled shift, the wash-up period will be taken no less than five (5) minutes prior to the end of the overtime.
- 6.07** **Off Duty Period** - All scheduled shifts for an employee will contain periods of not less than eight (8) consecutive hours off duty between the termination of one shift and the start of the next shift.

This period may be reduced to no less than six (6) hours in order to implement a schedule which is acceptable to the Company, the Union and a majority of the employees involved.

- 6.07.01** If any work period continues **so** that it terminates within eight (8) hours, or six (6) hours as provided for in Article 6.07, prior to the commencement of the employee's next scheduled shift, the employee shall receive pay for all time worked during that scheduled shift at the rate of one and one-half (1-1/2). Notwithstanding the provisions of Articles 7.03 and 7.03.01, overtime worked in conjunction with that scheduled shift will be paid at double time (2 X).
- 6.07.02** The provisions of Articles 6.07 and 6.07.01 will not apply in situations which occur as a result of a shift trade.
- 6.08** **Shift Trades** - Employees may arrange for another employee to work their shift subject to management's approval, however, it is understood and agreed that there shall be no additional costs incurred by the Company as a result of the said shift trade.
- 6.08.01** The employee covering the shift must be qualified to and capable of performing the work.
- 6.08.02** The shift must be within a finalized shift bid period.
- 6.08.03** Advice of the trade will be provided to management in writing, at least twenty-four (**24**) hours in advance except in exceptional circumstances, and will be signed by the employees involved and shall be subject to the approval, in writing, **of** management.
- 6.08.04** Overtime worked prior to or following a traded shift will be credited to the employee who worked the shift as though the shift had been the employee's scheduled shift.
- 6.08.05** All recall credits will be credited to the employee who works the recall.

- 6.08.06** Sick leave provisions will apply to the employee who has agreed to work the shift.
- 6.08.07** For a shift trade on a holiday, the employee originally scheduled to work will receive the applicable day off credit (e.g. a full-time employee receives eight (8) hours) The employee working the shift, who was previously on a day off, will receive the applicable work day credit (e.g. a full-time employee receives pay for the length of the shift at straight time plus 1.5X the length of the work day).
- 6.08.08** Employees will record cancellation of shift trades in advance with the Company.

ARTICLE 7 OVERTIME AND RECALL

- 7.01** A work day will be a twenty-four **(24)** hour period beginning at midnight. All time worked in any tour of duty, including overtime and recall, will be considered as work performed on the work day on which the shift or recall began.
- 7.02** No overtime shall be worked except by direction of the proper supervisory personnel of the Company, except in cases of emergency and when prior authority can not be obtained and the duties were essential to the continued operation and/or service to the customer.
- 7.02.01** It is recognized that occasionally employees will be required to remain beyond the termination of their shift in the event a flight would otherwise be delayed or cancelled. Additionally, employees will be required to remain beyond the termination of their shift for flights which become delayed for arrival or departure into periods when no other employee is scheduled to work or when there is an unplanned workload which cannot be deferred. In no event, however, will an employee be required to work the equivalent of a double shift.

- 7.02.02** Overtime and recall shall be distributed among the employees qualified to perform the work necessitating overtime as equitably as practicable and according to a system developed by mutual agreement between the Company and the Union.
- 7.03** **Overtime** - All time worked by an employee outside the scheduled shifts and consecutive with the shift will be considered as overtime and will be paid for at the rate of one and one-half (1-1/2) the employee's regular wage rate.
- 7.03.01** Overtime prior to the start of a shift will be paid for at the rate of one and one-half (1-1/2). In such instances an employee shall be paid a minimum of three (3) hours at his/her regular hourly rate or one and one-half (1-1/2) times his/her regular hourly rate for those hours actually worked, whichever is the greater.
- 7.04** **Recall** - If an employee is requested to work on a regular work day not consecutive with his/her shift, or to work on a day off, the employee will be paid for such recall hours at the rate of time and one-half (1-1/2).
- 7.04.01** The minimum recall credit will be four **(4)** hours at time and one-half (1-1/2).
- 7.05** **Time Bank** - Time off (Time Card Leave – TL) - All hours credited in accordance with Article 13 and all overtime credits received in accordance with Article 7 will be accumulated in a time bank established for each employee. **This** time bank will provide for a maximum accumulation of eighty (80) hours. Hours in the time bank must be used and/or cashed out by December 31st of the year in which it is accrued except that hours banked on or after December 1st of any year will be credited to the following year's bank. Employees may make withdrawals from their time bank for the following purposes and in the following manner.

7.05.01 Time Off - an employee may make withdrawals from their time bank in the form of time off as follows:

- (a) Time off will only be granted in accordance with the desires of the employee and only if the requirements of the Company permit.
- (b) Subject to (a) above, employees who request time off thirty (30) days in advance will be granted the time on the basis of classification seniority. Similar requests made less than thirty (30) days in advance will be granted on a first come, first served basis.
- (c) Once time off is granted, it may not be cancelled except by mutual agreement between the Company and the employee and including, if applicable, the employee who is covering the period of time off which had been granted.
- (d) The applicable time will be deducted from the time bank on a time for time basis when the time off is taken.

7.05.02 Pay - an employee may make withdrawals from their time bank in the form of hours converted to pay. Requests for such a withdrawal must be submitted by the employee no later than fourteen (**14**) days prior to the pay date on which they wish the payment to be made. The applicable time will be deducted from the time bank at the time the request is processed by payrolls.

7.06 Time Cards - Accurate time cards will be maintained for each employee which will be made available on request to the employee and to the Union Representative if the employee so wishes.

ARTICLE 8 RELIEF ASSIGNMENTS

- 8.01** Temporary relief duties in a higher paying classification or job assignment will be offered to available employees within the category in order of seniority provided the employee possesses the particular qualifications as established by the Company as being required for the work to be performed.
- 8.02** An employee who is assigned to temporary relief duties in a higher paying classification or job assignment will be paid a premium of one dollar (\$1.00) per hour in addition to their regular pay. This premium is not compounded in the calculation of overtime or recall and is paid for all hours worked in the higher paying classification or job assignment. A minimum of ~~two~~ (2) hours' premium will be paid for any relief assignment.

ARTICLE 9 PROBATION

- 9.01** Employees hired into any classification covered by this Agreement and Company personnel entering into any classification covered by this Agreement will be required to serve a probationary period of six (6) calendar months of service, excluding any period of absence of seven (7) calendar days or more.
- 9.02** The Company has the right to release employees before the probationary period ends if they are found to be unsuitable for continued employment. Such discharge can be based on a lesser standard than that for a employee who is outside probation, should generally be at the discretion of the Company and should only be modified where the Company has acted in an arbitrary, discriminatory or a bad faith manner.
- 9.03** In the event of a staff reduction, probationary employees will be affected in inverse order of seniority in accordance with Article 10.05 but will not have the right to bump another employee or to lay off and recall.

ARTICLE 10 SENIORITY AND STAFF REDUCTION

- 10.01** Except as provided for in Article 10.04, employees will accrue seniority as follows:
- 10.01.01** **Company Seniority** - will date from the first day of work in any position with the Company.
- 10.01.02** **Union Seniority** - will date from the first day of work (including training) in any classification covered by this Agreement.
- 10.02** In cases where two (2) or more employees have the same Union seniority date, the sequence of seniority will be determined by the application of the following in the order stated:
- 10.02.01** Company Seniority Date.
- 10.02.02** Social Insurance Number, using the last three digits reversed, the lower number being the more senior.
- 10.02.03** By lot, in a manner mutually established by the Company and the Union.
- 10.03** **Seniority Lists** - will be prepared, corrected, amended and published in the following manner:
- 10.03.01** Not later than March 30 and September 30 each year, the Company will post on each bulletin board complete Seniority Lists for each classification described in Article 4 which will include employees as of March 1 and September 1, respectively. These lists will show for each employee listed thereon, in order of Union seniority, the employee number, name, status, base, Company Seniority Date, Union Seniority Date and sequencing determinant described in Article 10.02.02. In addition, the list will contain a second part which will show Union seniority retained by employees who accepted a position outside the scope of the Agreement. A copy of the Seniority Lists will be provided to the Local Union.

10.03.02 It will be the responsibility of each employee to examine the list and make written request for any correction during the twenty-one (21) calendar days following posting. The request will be forwarded to the Company in accordance with the instructions included on each seniority list with a copy to the Local Union.

10.03.03 All requests for corrections will be acknowledged and will be actioned after consultation with the Union within thirty (30) calendar days of receipt. Any corrections will become effective immediately and will be incorporated in the next posted seniority lists.

10.04 Maintenance of Seniority - Seniority will be maintained and accumulated except as provided for in the following.

10.04.01 The following will result in the **loss** of the employee's seniority, removal of their name from the seniority lists and termination of **employment rights**.

10.04.01.01 When the employee is discharged for just cause and is not reinstated through the grievance and arbitration procedures provided for in this Agreement.

10.04.01.02 When the employee voluntarily leaves the Company or is considered to have resigned pursuant to the provisions of this Agreement.

10.04.01.03 When the employee deserts service (resignation without notice).

10.04.01.04 When the employee has been laid off or otherwise off work for a continuing period of time in excess of fifteen (15) months except as covered by a leave of absence as provided for elsewhere in this Agreement.

10.04.01.05 When the employee is retired with or without pension.

10.04.02 The following will result in the **loss** of the employee's Union seniority and removal of their name from the seniority lists.

10.04.02.01 When the employee has been in a position with the Company outside the scope of this Agreement for a period in excess of three (3) months.

a) An employee will be required to have been back in a position within the scope of this Agreement for a minimum of one (1) month before they will again be entitled to this three (3) month period.

b) The Union District Chairperson in the employee's base will be provided with advance written notice of employees benefiting from this Article, including the dates and nature of the assignment and any changes thereto.

10.04.03 The following will result in an interruption in the accrual of seniority in the manner and for the period specified.

10.04.03.01 Seniority will continue to accrue during the first thirty (30) consecutive calendar days of a voluntary leave of absence. The adjustment to the employee's seniority date to account for the period of leave in excess of this thirty (30) days will occur at the time the employee resumes the accrual of seniority, or prior to the Company taking action which would be affected had the adjustment already occurred, whichever is the earlier.

10.05 Staff Reductions - Staff adjustments will be made within the affected classifications and status in the base in inverse order of seniority and in accordance with the following:

10.05.01 An employee who may be affected by a staff reduction will be given no less than fourteen (**14**) calendar days notice in writing, stating the date the staff reduction will be effected. This requirement of notice shall not apply to any lay off caused by:

1) an act of God; 2) a strike/picketing, work stoppage, slow down or other labour dispute by Company or outside persons resulting in a reduction of work; 3) a war or other emergency; or 4) a **loss** of contract or other service requirements occasioned by a customer bankruptcy or other financial distress wherein the Company was provided with less than the fourteen (14) days notice.

10.05.02 At the same time as the notice is given, the employee will be provided with a list of:

- vacancies in the other status in his/her classification;
- vacancies in other classifications in either status;
- positions in the other status in his/her classification filled by employees with less seniority;
- positions in any lower-paying classifications in his/her category in either status filled by employees with less seniority.

10.05.03 Within three (3) calendar days of receipt of the notice provided for in Article 10.05.01, the employee will advise the Company, in writing, of his/her decision to fill a vacancy or assume the position of a less senior employee and will list such vacancies and/or positions in order of preference.

10.05.04 Employees' preferences will be honoured in order of seniority and, in those cases involving a change of category, provided the employee is qualified to do the job.

10.05.04.01 Qualified to do the job as referred to in Article 10.05.04 means that the applicant possesses the particular qualifications established by the Company as being required for the work to be performed.

- 10.05.04.02** When an employee displaces into a lower-paying classification, the employee's placement on the applicable wage scale will be determined according to his/her Union seniority, or, if the employee was previously in that classification according to the level s/he was at in that classification, whichever is the higher rate. Subsequent increments will continue without being interrupted by the change in classification.
- 10.05.05** Employees who do not advise the Company of their decision and/or preference within the three (3) calendar days provided for in Article 10.05.03 will have their selection actioned only after all those who have complied properly with that provision have been actioned.
- 10.05.06** Employees who do not advise the Company of their decision and/or preference will be laid off with recall rights fourteen (14) calendar days after receipt of the notice provided for in Article 10.05.01.
- 10.05.07** Within five (5) calendar days of receipt of the notice provided for in Article 10.05.01, each employee who received such notice will be advised, in writing, of their status regarding the staff reduction. Included in the advice given to employees who are being laid off will be information regarding the availability of continued coverage under the Life and Accidental Death & Dismemberment Insurances.
- 10.06 Lay Off and Recall** - If an employee cannot be accommodated in accordance with their request, s/he will be placed on lay off with recall rights effective fourteen (14) calendar days after receipt of the notice provided for in Article 10.05.01 except in those cases where a delay may be required for a senior employee to assume the position of an employee being laid off.
- 10.06.01** Within fourteen (14) calendar days of being laid off, the employee may select, in order of preference, those positions to

which s/he will accept recall which will be in addition to that position from which s/he was laid off. Such advice will be forwarded to the Company in writing within the specified time limit but may be modified in the same manner at any time thereafter providing such modification has been received prior to the initiation of a notice of vacancy provided for in Article 10.06.03.

- 10.06.02** An employee holding lay off status will advise the Company of any change of address, in writing, with a copy to the Local Union.
- 10.06.03** Notice of vacancies will be sent by Registered Mail to the most senior laid off employee who was laid off from the position where the vacancy has occurred, or, to the most senior laid off employee who has, in accordance with Article 10.06.01, requested recall to a position where a vacancy has occurred, whomever is the most senior. In those cases involving a change of category, the notice will be sent to the senior employee who is qualified to do the job.
 - 10.06.03.01** Qualified to do the job as referred to in Article 10.06.03 means that the applicant possesses the particular qualifications established by the Company as being required for the work to be performed.
- 10.06.04** The notified employee must advise the Company within twenty-four **(24)** hours from receipt of the notice of vacancy if s/he wishes to accept recall. The Company will confirm acceptance of recall to the employee in writing.
- 10.06.05** Employees accepting recall to a position in their original base will report for duty within three (3) calendar days of advice to the Company of intent to return. Notwithstanding the foregoing, employees employed by another employer at the time of recall will be allowed not more than seven (7) calendar days to return to work. Employees accepting recall to a position outside of

their original base will report for duty within fourteen (14) calendar days of advice to the Company of intent to return.

10.06.06 An employee who does not comply with Article 10.06.02 or Article 10.06.04, or, having accepted recall, fails to return within the time limit established pursuant to Article 10.06.05, will be considered to have resigned except where the employee has been unavoidably detained for reasons beyond their control.

10.06.07 An employee who refuses to accept recall to a permanent position in the position from which they were laid off will be considered to have resigned.

10.07 Notices and Correspondence - All notices and correspondence relating to Articles 10.05 and 10.06 will be in writing and copied by the Company to the Union District Chairperson.

ARTICLE 11 LEAVES OF ABSENCE

11.01 Voluntary Leave of Absence - When the requirements of the Company permit, an employee upon written request through his immediate supervisor may be granted a voluntary leave of absence without pay for a period exceeding fourteen (14) consecutive calendar days but not exceeding one (1) year. Time off requests for less than fourteen (14) consecutive calendar days will be handled in accordance with Article 7.05.

11.01.01 The granting of leave is at the sole discretion of the Company, however, requests will be considered in order of seniority among those on hand in the base at the time of granting.

11.01.02 The Company will indicate its approval of the leave in writing, including the commencement and termination dates, preferably fourteen (14) or more calendar days prior to the requested commencement date of the leave. Once approved, a leave may not be cancelled except by mutual agreement between the employee and the Company.

11.01.03 If the employee wishes to return to work prior to the approved termination of the leave, the employee will make the request to his/her immediate Manager. The Company may authorize a return to work on the date requested or another day mutually acceptable to both the Company and employee, or the Company may deny the request.

11.02 Reassignment, Maternity, Parental Leave - Employees will be granted reassignment of duties, maternity and parental leave in accordance with the relevant provisions of the Canada Labour Code.

11.02.01 Additional leave in excess of that provided by the Canada Labour Code will be granted for a reasonable period upon written request by the employee when the health of the mother or child requires it. Such request must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating that she is unable to work by reasons related to the pregnancy or health of the child and indicating the duration of that inability. In any event, any additional leave provided under this clause will be for a maximum period of six (6) months.

11.02.02 An employee who takes or is required to take a leave under this Article will be reinstated in the position they occupied when the leave commenced, subject to the provisions of Articles 10 and 12.

11.02.03 An employee will receive all advances or increases in pay during the period of leave. Benefit entitlements will be as required by the provisions of the Canada Labour Code.

11.02.04 The seniority of an employee will continue to accrue during the full period of the leave.

- 11.02.05** The Company will not dismiss, suspend, layoff, demote or discipline an employee because the employee is pregnant or has applied for a leave, nor will the Company take into account the pregnancy of an employee or the intention of an employee to take a leave in any decision to transfer or train the employee.
- 11.02.06** An employee on a Maternity or Parental Leave who wishes to terminate their leave in advance of the previously established date will advise the Company in writing. Such employee will be returned to work within four **(4)** weeks from the date of receipt of such notification, or such shorter period of time agreed between the Company and employee.
- 11.02.07** **Paternity Leave** – Upon request, a male employee will be granted two (2) days of paternity leave at the time of the birth or adoption of his child. Such time will be without pay, however, the employee may take time out of their time bank to cover the lost wages.
- 11.03** **Union Business Leave of Absence** - An employee who has been elected or appointed by the Union to carry out authorized business of the Union on a full-time basis will be granted a leave of absence for that purpose in accordance with the following:
- 11.03.01** The number of employees granted a Union leave will not exceed one (1) at any time unless another employee is elected to the office of President, in which case the number will not exceed two (2).
- 11.03.02** The Union will advise the Company of the name of such employee, the term of the leave and the purpose.
- 11.03.03** The employee's participation in employee benefit plans with the exception of short term/long term disability will continue. The Union will repay the Company for the normal Company costs incurred in employee benefit plans and the employee will continue to pay his/her contributions to the Company.

11.03.04 The employee will continue to accrue Company and Union seniority for up to one ~~(1)~~ year while on Union leave.

11.04 Sick Leave - An employee absent from work due to an illness or injury (other than an illness or injury covered by Workers' Compensation) will be allowed sick leave with pay as outlined in the following:

11.04.01 An employee who has successfully completed his/her probationary period will be credited with twenty-four **(24)** hours sick leave and thereafter shall accumulate four **(4)** hours per full month of employment.

11.04.02 Company personnel entering into a classification covered by this Agreement will be credited with sick leave with pay equal to the amount accrued prior to entering the scope of the Agreement. Where sick leave was accrued in days it will be converted at the rate of eight (8) hours for each day.

11.04.03 Unused hours from each calendar month may be accumulated, to a maximum of two hundred and forty **(240)** hours.

11.04.04 Accrued sick leave credits will be reduced when an employee is absent due to illness or injury until such time as the credits are exhausted or disability insurance benefits commence except that employees will be entitled to elect to defer the commencement of disability insurance benefits until all of their accrued sick leave credits are exhausted. Debits for the balance of the shift will be recorded to the next quarter-hour. There shall be one ~~(1)~~ full day waiting period prior to the commencement of the drawing on sick leave.

11.04.05 The applicable pay for sick leave will be the employee's regular rate of pay in effect at the time the sick leave is taken.

11.04.06 Paid sick leave is for the sole and only purpose of protecting the employee against **loss** of income while s/he is legitimately ill or injured. Any employee using these provisions for any other reason may be subject to discipline up to and including discharge.

11.04.07 Where payment of an employee's WSIB (workers' compensation)/CSST claim is delayed, and subject to the employee completing an assignment form agreeing to reimburse the Company when and if their claim is approved, the employee will be permitted to draw from their sick leave credits in accordance with Articles 11.04.04 and 11.04.05. When reimbursement is made, the sick leave credits which were used will be reinstated.

11.05 Bereavement Leave - When a death occurs in the immediate family of an employee, the employee will be granted Bereavement leave with pay for three (3) consecutive calendar days. At the employee's option, these days will be taken immediately following the day of death or at the time of the funeral.

11.05.01 Immediate family is defined as: spouse (including common-law partner), children of employee and/or spouse (including adopted, foster or ward children), sisters, brothers, parents and grandparents (including step-parents/grandparents) of employee or spouse, and including other relatives permanently residing in the employee's household or with whom the employee resides. For the purposes of the foregoing, "spouse" and "common-law partner" will be as recognized by the Canada Labour Code.

11.05.02 In unusual circumstances where the deceased is not a member of the immediate family (e.g., guardian, grandparents of employee or spouse, brothers and sisters of spouse), Bereavement leave will be at the discretion of the Company.

11.05.03 Additional leave without pay will be granted as follows:

- a) Up to three (3) calendar days as requested by the employee for travel out of province.
- b) Up to five (5) calendar days as requested by the employee for travel out of country.
- c) Up to an additional five (5) calendar days as granted by the Company.

11.06 Jury Duty and Witness Leave - Employees who are subpoenaed to serve as a juror or appear as a witness will be granted leave for that purpose. If any compensation received is less than the employee's regular rate of pay for the duration of the leave period, the Company will reimburse the difference to the employee.

11.07 Compassionate Leave - Compassionate Leave (excluding Bereavement Leave) may be granted depending on the nature of the circumstances. Such leave may be with or without pay, as determined by the Company.

ARTICLE 12 TRANSFERS

12.01 When a vacancy occurs within a classification covered by this Agreement, all employees will be advised by way of a notice of vacancy which will set out the classification, shifts, status (full-time or part-time), the base and location of the job, the commencement date of the job, the qualifications required in accordance with Article 12.03.01 and the closing date for applications. Such notice of vacancy will be posted on the appropriate bulletin board(s) for a specified period of at least seven (7) calendar days duration and will be copied to the Union District Chairperson.

12.01.01 In filling vacancies, the requests of employees under the provisions of Article 10.05, 10.06 and 12.02 will be handled in order of seniority.

12.01.02 Employees in the Apprentice Mechanic classification will be automatically transferred to the Mechanic classification upon successful completion of the apprenticeship period and attainment of the necessary licenses.

12.02 Employees wishing to fill a posted vacancy will apply, in writing, in accordance with the instructions contained in the Notice of Vacancy. The Company will provide a copy of the application to the Union District Chairperson.

12.02.01 In the event an employee expects to be absent during the period when a notice of vacancy will be posted s/he may file a letter of preference, copy to the Union District Chairperson, indicating his/her desire to transfer and such will be considered as an application to transfer as described in Article 12.02.

12.03 In filling vacancies, the job will be awarded to the senior applicant, first in the base in which the vacancy is occurring and then from another base, whose application is received prior to the closing date and, in those cases involving a change of classification, provided the applicant is qualified to do the job.

12.03.01 Qualified to do the job as referred to in Article 12.03 means that the applicant possesses the particular qualifications established by the Company as being required for the work to be performed.

In addition, employees filling vacancies in the Dorval and Mirabel bases may be subject to possessing the ability to work in both official languages.

Employees filling vacancies in an Aircraft Services Technician Crew Chief position in Toronto will be required to possess a "D" license permitting the towing of aircraft or alternatively, will be required to obtain such license during the familiarization or trial period provided for in Article 12.05. In the event the employee

fails to obtain the license, they will be handled according to Article 12.05.

- 12.04** The employee will be given no less than three (3) clear calendar days notice of a transfer (not less than seven (7) clear calendar days if the transfer results in a change of days off) unless mutually agreed between the Company and the employee. Employees accepting a transfer to another base will be given no less than fourteen (14) calendar days notice of transfer unless mutually agreed between the Company and the employee.
- 12.05** An employee who is transferred will be allowed an appropriate familiarization or trial period not to exceed three (3) months in which to demonstrate his/her ability to perform the requirements of the job. In the event the employee is not able to complete the familiarization or trial period, or cannot satisfactorily perform the job, s/he will be returned to his/her former position, and any other employee who has been transferred because of the re-arrangement of positions will also be returned to his/her former position.
- 12.06** An employee who is transferred to fill a temporary vacancy arising from the absence of an employee due to illness/injury or a Leave of Absence for Employees with Child Care Responsibilities will be returned to their previous position upon the return of the absent employee, unless they have been the successful applicant for another vacancy.
- 12.07** All notices to an employee under this Article will be in writing, copied to the Union District Chairperson.

ARTICLE 13 HOLIDAYS

- 13.01** The following holidays will be granted to all employees covered by this Agreement who have completed thirty (30) days of employment:

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
New Year's Day		Jan.1	Jan. 1	Jan. 1
Good Friday		Mar. 25	Apr. 14	Apr. 6
Victoria Day		May23	May22	May21
Canada Day		July 1	July 1	July 1
Civic Holiday	Aug. 2	Aug. 1	Aug. 7	
Labour Day	Sep. 6	Sept. 5	Sep. 4	
Thanksgiving Day	Oct. 11	Oct. 10	Oct. 9	
Christmas Day	Dec. 25	Dec. 25	Dec. 25	
Boxing Day	Dec. 26	Dec. 26	Dec. 26	
2 Floating Holidays (Taken during each calendar year)				

The Civic Holiday specified above is taken in the Province of Ontario in lieu of Remembrance Day. In the Province of Quebec, St-Jean Baptiste Day (National Day) will be taken on June 24 in each year in lieu of Remembrance Day.

13.01.01 The Floating Holidays referred to in Article 13.01 will be taken without **loss** of regular pay during the calendar year on a date chosen by the employee with the approval of the Company, with two (2) weeks' notice to the Company. Such approval shall be subject to operational requirements and will not be unreasonably withheld but approval will be deemed to have been granted if notice to the contrary is not provided to the employee by the Company in writing at least seven (7) calendar days in advance of the requested date.

The Company may elect to not cover the shift of the employee taking the floating holiday and approve the day immediately. Alternatively, the Company will post the employee's shift for up to seven (7) calendar days for coverage on an overtime/recall basis. If the Company is unable to obtain coverage with overtime/recall, and within seven (7) calendar days in advance of the requested day, the employee will be entitled to arrange their own coverage for the day if they so desire.

The provisions of Articles 13.02 and 13.03 will not apply to the Floating Holidays. Each unused Floating Holiday remaining at the end of the calendar year will be paid out to the employee at the rate of twelve (12) hours pay provided the employee has chosen, but been denied approval, two (2) dates on which the Floating Holiday would be taken; otherwise each unused Floating Holiday remaining will be paid out at the rate of eight (8) hours pay.

13.02 If operational requirements allow a reduction of staff levels on a holiday, the Company will first offer the day off to employees on each shift, classification and terminal in order of seniority. If insufficient volunteers are obtained, the Company may then assign the day off to employees on each shift, classification and terminal in inverse order of seniority. Employees who are either granted or assigned the day off will be advised, in writing, at least fourteen (14) calendar days in advance of the holiday.

13.03 When an employee is granted a day off in accordance with Article 13.02, the employee's regular pay will not be reduced. When a holiday falls on an employee's day off, the employee will be credited with eight (8) hours. When an employee works on a holiday, the employee will receive, in addition to their regular pay, pay equal to one and one-half times (1.5 X) the length of the work day or eight (8) hours, whichever is the greater pay.

ARTICLE 14 VACATIONS

14.01 General

14.01.01 An employee will receive annual vacation with pay as provided for in Article 14.02 according to his/her years of employment with the Company.

14.01.02 Vacation is not cumulative and must be taken during the vacation year immediately following the period for which it was earned unless special circumstances warrant otherwise and

prior arrangements are made with the Company in writing. An employee who takes any vacation in a year other than the vacation year immediately following the year in which it was earned will not exercise seniority in selecting dates for the delayed vacation and will not affect the vacation of any other employee.

- 14.01.03** The vacation year will be January 1 to December 31.
- 14.01.04** Vacation will be taken in consecutive calendar days except that employees with fourteen (14) calendar days or more may elect to take vacation in two (2) blocks and employees with twenty-one (21) calendar days or more may elect to take vacation in three (3) blocks.
- 14.01.05** It is recognized that restrictions on the number of employees allowed to take vacation at the same time may be necessary. Such restrictions will not be unreasonable and must be declared prior to the employees selecting their vacation dates. Additionally, there will not be any total embargoes on vacation times provided the number of employees in the base exceeds fifty (50).
- 14.01.06** Vacation times available to employees will not be affected by the vacations of other Company personnel.
- 14.01.07** Vacation dates, once confirmed, will not be changed unless there is agreement between the Company and the employee, except as provided for in Articles 14.01.08 and 14.04.01 or in the case of emergencies where the Company or the employee may change vacation schedules on fourteen (14) calendar days advance notice.
- 14.01.07.01** Company initiated changes to vacation schedules will be implemented in inverse order of seniority within the affected classification.

14.01.07.02 Where the Company changes an employee's vacation schedule, the employee will be entitled to select their vacation dates at any other time and such selection will not affect the vacation choice of any other employee. Where the employee changes their vacation schedule, they will be entitled to select their vacation dates at any other time which is not desired by another employee and where there is a vacancy in the schedule.

14.01.08 Where, during his/her vacation, an employee is otherwise entitled to disability benefits, sick leave or any other approved leave of absence, s/he will be entitled to elect to discontinue disability benefits, sick leave or other benefit and take his/her vacation as scheduled. Alternatively, the employee may take vacation with pay at a time not desired by another employee. These provisions are subject to the prior approval of management in writing.

14.02 Entitlement

14.02.01 Employees who have completed less than one (1) year on December 31 will be entitled to one (1) days' vacation with pay for each twenty-six (26) calendar days of employment or portion thereof.

14.02.02 Employees who have completed one (1) or more years of employment by December 31 of each year will be entitled to vacation with pay, based on years of employment, in accordance with the following:

<u>Years of Employment</u>	<u>Entitlement</u>
1 through 5 years	14 calendar days
6 through 10 years	21 calendar days
11 years and over	28 calendar days

14.02.03 Employees laid off under the provisions of Article 10, on Long-Term Disability or on a voluntary, child care or union business

leave of absence under the provisions of Article 11 will have their vacation entitlement reduced to the following, according to the number of calendar days not on lay off, disability or leave during the year in which vacation is earned:

Calendar Days	Entitlement		
	14	21	28
1 to 26	1	2	2
27 to 52	2	3	4
53 to 78	3	5	6
79 to 104	4	6	8
105 to 130	5	8	10
131 to 156	6	9	12
157 to 182	7	11	14
183 to 208	8	12	16
209 to 234	9	14	18
235 to 260	10	15	20
261 to 286	11	17	22
287 to 312	12	18	24
313 to 338	13	20	26
Over 338	14	21	28

14.03 Selection

14.03.01 Vacation dates will be allocated in order of seniority within each classification and base.

14.03.02 No later than October 1 of each year, the Company will post a bulletin listing employees in order of seniority and 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 of their selection in accordance with Article 14.03.03.01, their selection and names will be noted on the bulletin.

14.03.03 Employees will select vacation dates by noting their selection on the posted bulletin no later than October 31. If possible, such selection is to be noted by each employee in order of their seniority with the most senior employee noting their vacation selection first and the most junior last.

14.03.03.01 Employees who expect to be absent during the selection period may advise the Company, in advance and in writing, as to their selection of vacation dates.

14.03.04 An employee who fails to select their vacation dates no later than October 31 will be allowed a choice of available dates after all other employee(s) vacations in the location are allocated. Such employee will select vacation dates from these available dates no later than November 3 and in the event s/he fails to select, s/he will be allocated vacation dates by the Company from those that are available.

14.03.05 No later than November 15, the Company will post a bulletin showing the allocation of vacation dates for each employee.

14.04 Waiting List

14.04.01 Vacation dates which become available after the allocation of vacation dates will be offered in order of seniority to employees who are on a waiting list and, once accepted, will become their allocated vacation dates.

14.05 Vacation Pay

- 14.05.01** Employees discharged or resigning from the Company are entitled to receive pay in lieu of accrued vacation. The date of separation will not be extended beyond the date of actual termination of employment.
- 14.05.02** At the option of the employee, vacation accrued but not taken by employees who are laid off will be paid at the time of lay off or at the end of the calendar year it was due to be taken.
- 14.05.03** Vacation pay will be the employee's regular rate of pay during the vacation period or will be equal to two percent (**2%**) of gross earnings during the period the vacation was earned for each seven (7) days of entitlement, whichever is the greater pay.
- 14.05.04** In the event the vacation entitlement is prorated, each multiple of seven (7) calendar days will be paid in accordance with Article 14.05.03 and fractions of seven (7) calendar days will be prorated at the rate of one-seventh ($1/7$) of two percent (2%) for each day or paid **at** the employee's regular rate of pay, whichever is the greater pay.
- 14.05.05** Any additional pay resulting from the comparison required by Articles 14.05.03 and 14.05.04 will be paid by the Company on the first pay cheque after March 15 in the calendar year following the year during which the vacation was taken. Alternatively, and if requested by the employee in writing twenty-one (21) calendar days prior to the commencement of their vacation on the form provided by the Company, the additional pay will be paid **on** the pay cheque for the pay period during which the vacation was taken.

14.06 Extended Vacation

- 14.06.01** Employees will have the ability to take one (1) or a maximum of two (2) weeks extended vacation each year by utilizing the appropriate number of hours from their overtime bank for this purpose. For this purpose, a week shall mean forty (40) hours

in the case of a full time employee or fifteen (15) hours in the case of a part time employee. Part time employees will have the option to allocate additional hours equal to the hours bid on their shift to ensure their pay remains whole during their extended vacation period.

- 14.06.02** Employees taking extended vacation must notify the Employer of their election by September 1st prior to the year in which the extended vacation is to be taken. (discuss forms to be provided)
- 14.06.03** Employees selecting this option must have the necessary hours in the overtime bank at the time the selection is made. Part time employees will be required to have fifteen hours for each week. These hours will be frozen at the time the election is made and set aside for this purpose.
- 14.06.04** Extended vacation will be bid in accordance with Article 14.03.03, but as a second round.

ARTICLE 15 GRIEVANCE PROCEDURE - GENERAL

- 15.01** It is the desire of the parties to this Agreement that complaints or grievances be settled as promptly as possible. This Article is to provide for the prompt handling of such matters as alleged misinterpretation or violation of the Agreement, but excluding appeals from disciplinary action or discharge which are provided for in Article 16.
- 15.02** Grievances under this Article may be processed by the Union on behalf of any employee(s) where there is an alleged violation, misinterpretation or complaint; however, such grievance must be filed no later than fourteen (14) calendar days after the alleged violation, misinterpretation or cause for complaint occurred or came to light as the case may be.

- 15.03** After knowledge of the incident causing the grievance, the employee will try, if s/he so wishes, to adjust the matter with his/her immediate supervisor alone or accompanied by the Union Representative or may request the Union Representative to try to adjust the matter on his/her behalf.
- 15.04 Step 1** - Grievances will be initiated in writing, will be signed by the employee, and will specify the nature of the grievance and the circumstances or causes out of which it arose and the remedy or correction that is requested to be made. Such grievance will be forwarded to the employee's immediate supervisor who will respond in writing within five (5) days of receipt. Failing answer or satisfactory adjustment within the above time limit, the grievance may be submitted by the Union to Step 2 of this grievance procedure.
- 15.05 Step 2** - An appeal from Step 1 will be lodged, in writing, to the General Manager within seven (7) days of receipt of the Company's decision at Step 1. The Company will hold a hearing within seven (7) days of receipt of the written grievance and render a decision, in writing, within three (3) days of completion of the hearing.
- 15.05.01** The Union may also initiate grievances directly to the Step 2 level when a group of employees is involved or when the grievance is too large in scope to fall under the Step 1 level. Such grievance must be filed no later than fourteen (14) calendar days after the alleged violation, misinterpretation or cause for complaint occurred or came to light as the case may be. The Company will hold a hearing within seven (7) days of receipt of the written grievance and render a decision, in writing, within seven (7) days of completion of the hearing.
- 15.06 Arbitration** - If a Step 2 decision is not satisfactory, the matter may be taken to arbitration in accordance with Article 17. If the Company fails to hold a hearing or render a decision, the matter may be taken to arbitration in accordance with Article 17.

15.07 Time Limits - All time limits mentioned in Articles 15.04 and 15.05 will exclude Saturdays, Sundays and holidays and may be extended by mutual agreement between the Company and Union.

15.07.01 The time limits set forth herein are considered as mandatory and if not followed a grievance will be deemed to have been abandoned and be considered as null and void. Decisions not appealed within the time limits will become final and binding.

15.08 At any level of the grievance procedure, the Company may appoint a designee. In such cases, the decision of the designee becomes the final decision at that level.

15.09 If the attendance at a grievance hearing of the employee(s) involved in the grievance is requested, they will be given time off without **loss** of pay for a time sufficient for them to attend, subject only to service pressures.

15.10 Copies of decisions relative to the grievance procedure will be directed to the Union as follows:

- a) Step 1 decision - Union District Chairperson in the base
- b) Step 2 decision - Union District Chairperson in the base and the Local Union office.

ARTICLE 16 DISCIPLINE AND DISCHARGE PROCEDURES

16.01 No employee will be disciplined or discharged without just cause subject to the provisions of Article 9.02.

- 16.01.01** The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in extreme cases, the discipline or discharge for cause of post-probationary employees (but still subject to Article 9.02) should be proceeded by a documented record of counselling, warnings (written or oral) and/or, where applicable, suspension.
- 16.02** An employee is entitled, prior to the implementation of written discipline or discharge, to be notified at a private meeting with management of the reasons for considering such action. The Company will impose the discipline or discharge action at the end of such meeting or, if new evidence is brought to light during the meeting, may reserve its decision for further investigation and the employee will be **so** advised. The employee will be accompanied by a Union Representative who will be advised, in advance, by management of the time and place of the meeting.
- 16.02.01** Under circumstances where, as a result of an alleged misdemeanour, disciplinary or discharge action is contemplated and it is considered undesirable that an employee should be allowed on Company premises and where there is doubt as to the appropriate charge and/or penalty, the employee may be held out of service pending investigation for up to seven (7) calendar days. The employee will be held out of service with pay while the investigation is completed with the exception of an employee charged with a criminal offense or an employee who does not fully cooperate in the investigation. Any time held out of service which results in a **loss** of pay will be considered as forming part of the discipline imposed. When an employee is held out of service, the Union District Chairperson will be informed of the name of the employee affected and the reason for such action.
- 16.03** When discipline or discharge action is taken, the employee will be provided with a written statement which contains the following:

- details of the precise charge(s); and,
- the disciplinary or discharge action to be taken

This statement will be provided following the discussion held in accordance with Article 16.02 or, if the Company reserves its decision, no later than fourteen (14) calendar days following the discussion, or the matter will be considered closed.

16.04 Grievance Procedures - Employees who feel they have been unjustly dealt with may grieve the discipline or discharge action through the Union. Such grievance must be lodged by the Union, in writing, to the General Manager within seven (7) days of receipt of advice in writing by the employee of the decision to discipline or discharge.

16.04.01 The Company will hold a hearing within seven (7) days of receipt of the grievance and render a decision, in writing, within seven (7) days of completion of the hearing. A copy of the decision will be directed to the Union District Chairperson in the base and the Local Union office.

16.04.02 The Company's decision in the case of a grievance may, either uphold the original decision, fully exonerate and reinstate the employee with pay for all time lost, or render such intermediate decision as may be considered just and equitable.

16.04.03 If the decision is not satisfactory, the matter may be taken to arbitration in accordance with Article 17. If the Company fails to hold a hearing or render a decision, the matter may be taken to arbitration in accordance with Article 17.

16.05 Time Limits - All time limits mentioned in Articles 16.04 will exclude Saturdays, Sundays and holidays and may be extended by mutual agreement between the Company and Union.

16.05.01 The time limits set forth herein are considered as mandatory and if not followed a grievance will be deemed to have been

abandoned and be considered as null and void. Decisions not appealed within the time limits will become final and binding.

- 16.06** The Company may appoint a designee for the hearing held in accordance with Article 16.04.01. In such cases, the decision of the designee becomes the final decision at that level.
- 16.07** If the attendance at a grievance hearing of the employee involved in the grievance is requested, they will be given time off without **loss** of pay for a time sufficient for them to attend, subject only to service pressures.
- 16.08** **Removal of Records** - References to discipline will be removed from an employee's record no later than twenty-four (24) months following date of issue. When references are removed, they will not be referred to or used against an employee at any time.

ARTICLE 17 ARBITRATION

- 17.01** Any dispute not settled in Articles 15 or 16 may be submitted to arbitration before a single arbitrator and hearings will be held and decisions rendered under the provisions herein set forth.
- 17.02** The Local Union office will serve notice of intent to arbitrate to the Company within thirty (30) calendar days following its receipt of the final Company decision. A decision not appealed within this time limit will be final and binding.
- 17.03** **Selection of Arbitrator** - A panel of arbitrators will be mutually agreed to by the parties and such panel will be listed in Appendix 1 of this Agreement. Empanelled arbitrators may be removed by mutual agreement between the parties and vacancies will also be filled by mutual agreement.
- 17.03.01** In the event that no mutually agreed arbitrator is empanelled, the Local Union office may request that the Minister of Labour appoint one for each case.

- 17.03.02** An arbitrator will be selected from the panel in the following manner. Each arbitrator will be called upon to act on a rotation basis and the arbitrator will be contacted to determine his/her availability. If that arbitrator is not available within thirty (30) calendar days but is available at a later date, the parties may agree to accept that date or will proceed to the next arbitrator in order of rotation in the same manner until a mutually acceptable date is agreed. In the event there is no agreement, the first available arbitrator will be selected.
- 17.04** The arbitrator will hold hearings at which the Company and the Union will have full opportunity to present evidence, witnesses, argument and summation.
- 17.04.01** The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement.
- 17.05** The arbitrator will make every effort to issue a written award within thirty (30) calendar days following completion of the hearing. Such decision will be final and binding on the Company, the Union and the employee(s) involved.
- 17.06** The Company and the Union will share equally the cost of the arbitrator; however, each party shall bear its own cost of any such arbitration proceedings, such as the calling of witnesses.

ARTICLE 18 UNION-MANAGEMENT RELATIONS

- 18.01 Union-Management Meetings** - It is recognized that meetings between the Company and the Union are essential to the maintenance of good relations between employee and employer and the establishment of mutual confidence and trust. To this end, joint meetings will be held on a monthly basis between Management and not more than three (3) Union Representatives to promote better communication, mutual respect and understanding, to discuss ways and means of improving working conditions, methods, operating efficiency, maintenance of good morale and to provide for advance discussion of changes affecting the work or working conditions of employees. Such Union-Management meetings however, will not be considered as being in lieu of the grievance procedure.
- 18.02 Letters of Understanding** - Any Letter of Understanding negotiated between the President of the Company or his/her designate and the National Union will be deemed to form part of this Agreement as if it had been incorporated herein. Each Letter of Understanding will be identified by a heading and a number and must be signed by representatives of both parties.
- 18.03 Time-Off - Union Representatives** - The Company recognizes the importance of prompt handling of Union business, such as the handling of grievances throughout the process, negotiating of amendments to agreements, and attendance at Union meetings at various levels; the Company further recognizes the importance of the role of Union representatives in carrying out the functions of Union business. It is therefore agreed that Union representatives will be granted reasonable time off to carry out such functions. This time will be allowed as promptly as possible consistent with service pressures. In order to facilitate this process it will be the obligation of the Union representative(s) to afford as much notice as possible of such needs, and to obtain permission for the time required from their immediate supervisor/manager and the supervisor of the employee(s) involved. Additionally, the Union representative will notify their supervisor when returning to duty.

- 18.03.01** Except for meetings involving the Company (with the exception of meetings for the negotiation of a renewal of this Agreement) for which the Company will absorb the cost, the Union will bear the cost of the scheduled time lost by Union members and representatives while participating in activities authorized by the Union. The Local Union will be billed for the time off except in those cases where the Company has agreed to absorb the cost. In either case the employees involved will not be debited or removed from the payroll.
- 18.03.02** Time spent by a Union representative attending meetings with the Company outside the representative's scheduled shift (with the exception of meetings for the negotiation of a renewal of this Agreement) will be computed at straight time.
- 18.03.03** The Union will advise the Company in writing of the names of its elected or appointed representatives.
- 18.03.04** In order to facilitate the handling of Union business, the Union District Chairperson will be employed on a day shift, Monday to Friday.
- 18.03.05** The District Chairperson or his/her designate will be allocated one hour of time during the initial training of new employees in order to familiarize the employees with the Union and the collective agreement.
- 18.04 Paid Education Leave** - The Company agrees to pay into a special fund two cents (2¢) per hour per employee for all compensated hours for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies will be paid into a trust fund established by the National Union, CAW and sent on a quarterly basis by the Company to the following address: CAW Paid Education Leave Program, R.R. # 1, CAW Road 25, Port Elgin, Ontario N0H 2C5.

18.04.01 Subject to having received a minimum of two (2) weeks' advance notice, the Company further agrees that members of the bargaining unit selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days of class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Such leaves will not exceed two (2) employees per PEL session to a maximum of forty (40) days of class time with additional leaves granted subject to the agreement of the Company. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

18.05 Bulletin Boards - The Company will provide bulletin boards for the use of the Union at appropriate locations upon which the Union will have the right to post notices relating to matters of interest to the Union and the employees. Such notices shall bear the signature of a Union Officer or Representative and a copy will be provided to the General Manager.

18.06 Data to be Supplied to Union - With each remittance required under Article 20.05, the Company will supply the Union with a list containing the following information:

- Employees by classification, status and rate of pay;
- Employees on lay-off or leave of absence;
- Newly hired employees;
- Employees who have resigned.

18.07 Reinstated Grievances - In those instances where the Union, by either its (i) Executive Board, (ii) Public Review Board or (iii) Constitutional Convention Appeal Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the National Union may inform the Company in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition of the grievance occurred. It

is agreed however, that the Company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either (i) are already barred under the provisions of the Agreement at the time of reinstatement of the grievance or (ii) that relate to the period between the time of the original disposition and the time of the reinstatement.

ARTICLE 19 GENERAL

19.01 Health and Safety - The Company will take all necessary precautions to maintain safe, sanitary and healthful conditions at all work places. Health and safety matters are important and all employees and Company personnel have an obligation to bring any situation which represents a hazard to health and safety to the attention of the Company and/or Health and Safety Committee. The provisions of Part II of the Canada Labour Code and all other applicable legislation will govern the conduct of the Company, the Union and employees in matters related to occupational health and safety.

19.01.01 A Health and Safety Committee, consisting of one member appointed by the Company and one member appointed by the Union will be established in the base. The Committee will meet as required to fulfil the requirements of the applicable provisions of the Canada Labour Code. The Company shall post and keep posted the names of all the members of the Health and Safety Committee in a conspicuous place or places where they are likely to come to the attention of employees.

19.01.02 The Union Health and Safety representative is entitled to such time from his/her work as is necessary to carry out his/her functions as a representative. Any time spent by him/her carrying out those functions, for the purposes of calculating wages owing, will be deemed to have been spent at his/her work.

- 19.01.03** The Company will pay time off for related union training for all Health and Safety representatives up to a maximum of three (3) employees for a maximum of three (3) days each per year in each base.
- 19.01.04** With advance notice, the Local Union National Health and Safety Coordinator shall have access to all work areas and staff covered by this agreement.
- 19.01.05** Where the nature of the work or working conditions **so** require, employees will be supplied, at Company expense, all necessary protective clothing (excluding footwear), safety equipment and other protective devices, which will be maintained and replaced, where necessary, at Company expense. Employees are required to use these items where necessary.
- 19.01.06** The Company agrees to supply, at no cost to the employees, all sanitary and safety clothing. This will include a sufficient supply of disposable latex gloves for aircraft cleaners to perform their work. At a minimum employees will be provided with one (1) pair per flight and will receive additional gloves when required to clean lavatories.
- 19.01.07** Employees assigned or bidding to do lavatories will be provided with a face shield, gloves (latex inner gloves and protective outer gloves) and an extra rain suit.
- 19.01.08** The Company agrees that no employee will be required to work alone or without regular observation or contact.
- 19.02 Footwear Allowance** - The Company will pay employees a footwear allowance of eighty dollars (\$80.00) upon successful completion of basic training and thereafter eighty dollars (\$80.00) yearly on the employee's anniversary date for the purchase of approved footwear. All employees are expected to wear safety footwear or other footwear approved by management or will not be

permitted to commence work. This allowance will be increased to eighty-five dollars (\$85.00) effective July 1, 2005 and ninety dollars (\$90.00) effective July 1, 2006.

19.02.01 Where footwear is damaged by a work accident reported in accordance with Company policy, the Company will either reimburse the employee for the reasonable costs of repair or pay the employee the applicable allowance for the replacement of the footwear.

19.02.02 If an employees voluntarily terminates employment within the first six (6) months of employment, the Company will recuperate 100% of the footwear allowance via payroll deduction. If an employee voluntarily terminates employment within the second six (6) months of employment, the Company will recuperate 50% of the footwear allowance via payroll deduction.

19.03 Work Clothes and Uniforms - The Company will provide the following at no cost to employees. Lost items are replaced at full cost to the employee. Alterations to the initial issue of work clothes and uniforms which are required for size will be at no cost to the employee:

- Full-time - 5 shirts and 3 pants
Part-time – 3 shirts and 2 pants
Part-time (weekenders) – 2 shirts and 2 pants
(The above will be replaced as wear and tear warrants)
- 1 blazer or cardigan sweater every 2 years for Passenger Service Agents and any additional uniform pieces which are required to be worn by the Company or the carrier.

In addition employees (except Passenger Service Agents) will also receive:

- 1 summer jacket every 2 years
- ■winter parka or insulated coverall every 2 years

- 1 mid-weight jacket (Cargo only), every 2 years. Where the employee does not work outside, this jacket will be in lieu of the winter parka/insulated coverall.
- 1 rain suit every 2 years (excluding Aircraft Cleaners)
- 5 pair summer gloves per year (excluding Aircraft Cleaners)
- 5 pair winter gloves per year (excluding Aircraft Cleaners)
- 1 safety vest (replaced as needed)
- 1 cap (if requested by the employee)
- 1 set hearing protectors
- 1 set knee pads (upon request for Aircraft Cleaners)

Ground Equipment Mechanics will be permitted to trade 1 pant/shirt set for each set of coveralls. Laundry/cleaning to be done by Company at no cost to the employee.

- 19.03.01** Upon written request the Company shall provide a maximum of two (2) maternity outfits (shirt & pants) for the required period of the pregnancy.
- 19.03.02** The Company agrees that employees who work outdoors will not be prohibited from wearing unadorned sweatshirts (including hooded sweatshirts) under their jacket or parka or during their rest or meal breaks.
- 19.03.03** **Dry-cleaning Allowance** - Employees in the Passenger Services Category who have uniforms which require dry-cleaning will receive a dry-cleaning allowance of ten dollars (\$10.00) per month.
- 19.04** **Locker/Storage Facilities** - Where space is reasonably available, employees will be provided with individual secure storage space for safe keeping of personal effects and work clothes.
- 19.05** **Parking** - Parking and transportation to/from parking areas will be arranged by the Company at no cost to employees.

- 19.06 Tool Allowance** - Employees in the Ground Equipment and Aircraft Maintenance categories required to use their own tools will be paid a tool allowance of two hundred and fifty dollars (\$250.00) in November (no later than the 15th of the month). Special tools not usually required will be supplied by the Company.
- 19.07 Copies of Agreement** - As soon as practical, the Company and Union will prepare a final draft of this Agreement, will agree upon the arrangements necessary for its printing at a union shop and the distribution of the printed Agreement. The Union will be responsible for the typing of the final draft and the Company will be responsible for the cost of printing. All employees and all levels of management concerned will be given a copy of the printed Agreement.
- 19.08 Benefit and Insurance Plans** - The Company agrees to maintain the level of, and the ratio of Company/employee contribution to, the various benefit and insurance plans including Life, Accidental Death and Dismemberment, Weekly Indemnity, Long Term Disability, Extended Health Care and Dental, except as may be mutually agreed to between the Company and the National Union. The Company further agrees to provide a summary of benefit and insurance plans to employees and the National Union and will provide complete copies of the master policies to the National Union.
- 19.08.01** Employees who wish to continue their participation in benefit and insurance plans during a leave of absence without pay or lay off may do so, within the time limits of the various plans. Such employees will, in addition to their share, be responsible for the Company's share of the premiums for such plans in accordance with arrangements made between the Company and the employee.
- 19.08.02** A part-time employee's participation in benefit and insurance plans will not be affected when their hours are reduced by the Company to less than twenty (20) hours per week or if their

scheduled hours of work are less than twenty (20) hours per week.

19.08.03 Dental and Health insurances for employees who are laid off will continue to the end of the month following the month of lay off.

19.09 Human Rights - Employees will not suffer any harassment nor will they be discriminated against by the Company and/or the Union, or any of the officers or agents acting on their behalf, with respect to terms or conditions of employment on the grounds of sex, race, colour, nationality, ancestry, place of origin, a language ability which is not bona fide, family status, place of residence, political affiliation, sexual orientation, or failure to act on a directive which is illegal. The Company further commits that no employee will be unlawfully interfered with, coerced or discriminated against by the Company, its officers or agents, because of lawful activity on behalf of the Union.

19.09.01 Sexual/Racial Harassment - The Company and Union recognize an employee's right to a working environment which is free of harassment on the grounds of race, sex and sexual orientation. For the purposes of this Agreement, "harassment" means any conduct, comment or gesture of racial or sexual nature or connotation which is:

- unwanted or may reasonably be considered as unwanted, and
- offensive, humiliating, abusive, threatening, repetitive or which has adverse effects on a individual's employment.

Complaints and/or grievances involving allegations of sexual or racial harassment will be handled with all possible confidentiality.

No reprisal shall be made against an employee because they filed a complaint of harassment except where a false charge has been made with malicious intent.

19.10 Trades Apprentice Training - Trades Apprentices will be granted time off without pay as necessary in order to attend Government approved courses which will result in the issuance of a license for the type of work to be performed.

ARTICLE 20 UNION SECURITY

20.01 The Company shall deduct from the wages of employees the amount of regular dues and initiation fee as may be assessed by the Union Constitution and remit the amount to the Union subject to the conditions set forth herein.

20.02 The amount to be deducted will not be changed except to conform with a change in the Union's Constitution.

20.03 Deductions will commence on the payroll for the first pay period of the calendar month following the first date of employment in a position covered by this Agreement.

20.04 If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction will be made from the wages of such employee by the Company on that payroll. The Company will not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.

20.05 The amount so deducted from wages, accompanied by a statement of these deductions from individuals, will be remitted by the Company to the Local Union, as may be mutually agreed by the Company and the Union, not later than thirty (30) calendar days following the pay period in which the deductions are made.

- 20.06** At the same time that income tax (T-4) slips are made available, the Company will provide each employee from whom deductions were made with a statement of the amount of such deductions made in the previous year.
- 20.07** The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction pursuant to this Article from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article, shall terminate at the time it remits the amounts payable to the Union.
- 20.08** The Union agrees to indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any action at law against the parties hereto resulting from any such deduction or deductions from payrolls made pursuant to this Article.

ARTICLE 21 DURATION OF AGREEMENT

- 21.01** This Agreement is effective on August 13, 2004 and will continue in full force and effect until June 30, 2007 and may be varied by mutual agreement, in writing, between the parties hereto. It will remain binding thereafter from month to month unless notification, in writing, to reopen the Agreement is served by either party not more than ninety (90) days prior to the expiry date, or any continuation of expiry date, on a month to month basis, subject always to Article 21.02.
- 21.02** This Agreement will remain in full force and effect until superseded by another Agreement or until all the requirements of the

prevailing Federal laws have been met and no agreement has been reached.

LETTER OF UNDERSTANDING NO. 1 - PART-TIME EMPLOYMENT

The following will apply in the use and employment of part-time employees.

- L1.01** Part-time employees may be utilized in all classifications. Except as modified by the following, the provisions of this Agreement shall apply to part-time employees.
- L1.02** Where a reasonable amount of utilization cannot be achieved through the use of a full-time employee, any vacancy or vacancies may be declared by the Company to be part-time.
- L1.03** **Hours of Work** - Part-time employees will be scheduled for no less than four **(4)** consecutive hours, but no more than seven (7) consecutive hours in each work day and for a maximum of five (5) consecutive work days in a work week. Alternatively, part-time employees may be scheduled for up to eight (8) consecutive hours for a maximum of four **(4)** consecutive work days in a work week. In all cases, part-time employees will be scheduled for a minimum of sixteen (16) paid hours each work week. Days off will be scheduled consecutively whenever practicable but in any event, not less than two (2) days off will be scheduled consecutively in each work week. For the purposes of the foregoing, the work week shall be the period from midnight Friday to midnight the following Friday.
- L1.03.01** **Split Shifts** - Notwithstanding the provisions of L1.03, and where required to meet the Company's operational requirements, and where such requirements coincide with the desire of a part-time employee to volunteer to work more than one part-time shift in a twenty-four **(24)** hour work day, the Company may post split shifts for bid by volunteers. Such combination of part-time shifts is defined as split shifts subject to the following:
- the combination of two (2) scheduled shifts may not exceed a total of eight (8) hours;

- any combination of hours may be used except that no shift may be less than three (3) consecutive hours and no more than five (5) hours;
- notwithstanding the provisions of Article 6.07, each shift will be separated by an off duty period of not less than two (2) consecutive hours and no more than five (5) consecutive hours;
- entitlement to meal periods will be based on the length of each shift;
- the Company may, upon seven (7) days' advance notice to the employees affected, cancel one segment of a split shift at its option, provided that the number of paid hours remaining in the work week is not reduced to less than sixteen (16) hours;
- employees on split shifts may volunteer for less than the minimum two (2) consecutive days off in each work week. Probationary employees may be assigned less than this minimum during their probation period only.
- in all cases, part-time employees will be scheduled for a minimum of sixteen (16) paid hours each work week.

L1.04 Meal Periods - will be as provided for in Article 6.04 for each shift of five and one-half (5 ½) or more hours only.

L1.05 Leave of Absence - Requests by part-time employees for personal leaves of absence will be considered separately from requests by full-time employees.

L1.06 Holidays - Notwithstanding the provisions of Article 13.02, when a part-time employee is granted a day off in accordance with Article 13.02, the employee will be paid for the hours originally scheduled. Holiday pay on days off will be based on the hours scheduled in the four (4) week period immediately preceding the week in which the holiday falls and will be one-twentieth (1/20th) of those hours. When a part-time employee works on a holiday, the employee will be paid an amount equal to one and one-half times (1-1/2X) the length of the work day, in addition to their regular pay.

L1.06.01 Floating Holidays - In the application of Article 13.01.01, any unused Floating Holiday(s) remaining at the end of the calendar year will be paid out to the employee based on the hours scheduled in the four (4) week period immediately preceding the end of the calendar year and will be one-twentieth (1/20th) of those hours. Where the employee has chosen, but been denied approval, two (2) dates on which a Floating Holiday would be taken, the resulting amount will be multiplied by one and one-half times (1-1/2X).

L1.07 Vacation Pay - Notwithstanding the provisions of Articles 14.05.03 and 14.05.04, vacation pay for an employee who changes status to full-time during the year in which vacation is earned will receive vacation pay equal to two percent (2%) of gross earnings during the period vacation was earned for each seven (7) days of entitlement. Fractions of seven (7) calendar days will be prorated at the rate of one-seventh (1/7) of two percent (2%) for each day.

L1.08 Overtime - The Company may request part-time employees to work beyond their scheduled hours at straight time rates up to eight (8) hours in a work day. Part-time employees may be assigned overtime after full-time employees in the local work area have been offered overtime but before full-time employees are assigned overtime. A part-time employee assigned overtime with less than twenty-four (24) hours notice will be paid for the overtime worked at the rate of one and one-half (1-1/2) his/her regularly hourly straight time rate. Overtime worked on a voluntary basis

with less than twenty-four **(24)** hours notice will be paid at straight time.

L1.09 In the application of Article 10.06.07, a part-time employee will have the right to refuse a recall to a permanent position if the scheduled weekly hours of work are five (5) or more hours less than those the employee was scheduled to work immediately prior to their lay off. Such refusal will have no effect on the employee's right to be offered a recall in the future.

LETTER OF UNDERSTANDING NO. 2 - CHARTER CARRIER SHIFT SCHEDULES

In order to assist the Company in dealing with schedule changes required as a result of the minimal notice which is sometimes provided by a charter carrier, it is agreed that, if notice of a charter carriers' change in requirements is insufficient to permit a shift bid from being processed in accordance with Article 6.02, the Company will be permitted to utilize the provisions of Article 6.03.03 to advise employees of a change in their shift schedule as required to meet the new staffing requirements. Such utilization will be kept to the minimum possible but may be for a period not exceeding 4 weeks from the first day the employee's schedule is affected. In addition, the Company will attempt to resolve any difficulty an individual employee may have with the revision to their schedule.

**LETTER OF UNDERSTANDING NO. 3 - CROSS-UTILIZATION -
DORVAL BASE**

Notwithstanding the provisions of Articles 4.01.01.03 and 4.01.02.03, it is agreed that at the Dorval base employees in the Aircraft Services category may be utilized to perform the duties of the Aircraft Cleaner classification and that employees in the Aircraft Grooming category may be utilized to perform the duties of the Aircraft Services Technician classification.

LETTER OF UNDERSTANDING NO. 4 - RECIPROCAL TRANSFERS

The parties agree to a system which would allow full-time employees to transfer to a part-time position in their classification and base without a vacancy being declared, provided a part-time employee in the same classification and base then assumes the full-time position of the employee. Full-time and part-time employees would be required to submit their request confirming their desire to transfer no later than thirty (30) days prior to a shift bid. The Company and the Union will review these requests and action those which match, in order of seniority, and subject to receiving final acceptance of the employees involved within forty-eight **(48)** hours. The transfer will take effect with the new shift bid, but may be delayed as necessary in order to ensure the employees involved receive the notice required under Article 12.04.

LETTER OF UNDERSTANDING NO. 5 - ANTI-HARASSMENT TRAINING

The Company agrees to set up a mandatory one (1) day anti-harassment training course for all bargaining unit members and supervisors. The time off and training facilities will be paid by the Company and the CAW will provide the trainer. It is also agreed this course will become part of the new hire training.

LETTER OF UNDERSTANDING NO. 6 – MODIFIED WORK

The Company and Union agree to implement a Modified Work program for employees covered by this Agreement. This program will be jointly administered and will define roles, responsibilities and outline processes which allow employees who require accommodation due to disability, including those who are absent due to accident or illness, a level of accommodation that will permit a productive return to the work place.

LETTER OF UNDERSTANDING NO. 7 – IMPROVEMENT OF WORK SCHEDULES

In order to facilitate Monday to Friday 5 X 2 shifts for full-time employees and to provide stability for part-time employees, the parties agree to implement a weekend shift for part-time employees on a trial basis using the following guidelines.

1. Part-time weekend shifts will be developed comprised of two work days (Saturday and Sunday) with a minimum shift length of eight (8) hours and a maximum of ten (10) hours each day for a total of between sixteen (16) and twenty (20) hours each week.
2. At the same time, and in conjunction with these part-time shifts, a corresponding number of Monday - Friday full-time shifts will be developed.
3. These final schedules will only be implemented with the mutual agreement of the Union. In the event mutual agreement is not achieved, the schedule will not be implemented and the normal provisions of the agreement will apply.
4. Modifications to the agreement which may be necessary to facilitate the development of the schedule will be by mutual agreement in writing.
5. Either party may cancel the shift with sixty (60) days notice, or such shorter period of time as may be mutually agreed. In such case a new work schedule will be developed according to the normal provisions of the agreement.

APPENDIX I- PANEL OF ARBITRATORS

Ontario grievances:

Donald Carter

Jules Bloch

Earl Palmer

Margo Newman

Quebec grievances:

Marc Gravel

Bernard Adell

MEMORANDUM OF SETTLEMENT

1. The provisions of this negotiated agreement which includes all provisions of Collective Agreement No.5 except those items modified and signed by the parties as of August 9, 2004, or as specified herein, are subject to ratification by the Union membership which shall be completed as soon as possible. The Union agrees to fully recommend complete acceptance of the tentative agreement to its members. Once ratified, the Collective Agreement shall become effective immediately except as denoted in the Collective Agreement or as specified herein.
2. Employees in Montreal employed as of the date of ratification will receive a signing bonus equal to 2% of their earnings (excluding shift premiums and other allowances) for the period since July 1, 2003 – June 30, 2004. Payments will be made by separate cheque within sixty (60) days following date of ratification.
3. In lieu of the signing bonus, employees in Toronto will receive the Stay-In-Place (SIP) bonus as offered by the Company. The Company agrees to an add-on bonus to the existing SIP in the amount of \$250.00 per employee, providing the Agreement is ratified by August 13, 2004.
4. Wages will be increased as follows:

All rates except Crew Chief & Leads:

2.5% effective July 1, 2004 (increase applied to July 1, 2002 rates)

2.5% effective July 1, 2005

2.5% effective July 1, 2006

Contract expiry June 30, 2007 (3 year term)

Crew Chief & Leads:

Rates applicable to employees who become Crew Chiefs or Leads after the date of ratification will be calculated using a \$2.00 per hour differential from the applicable base classification for each step on the scale. These rates will also apply to current Crew Chiefs or Leads

who voluntarily transfer out of the classification and then subsequently transfer back to the classification. Any employee who is in a Crew Chief or Lead classification on the date of ratification, will remain on the current pay scale for the classification if that produces a higher rate of pay than the new scale. This will also apply to employees who are involuntarily moved from the Crew Chief or Lead classification if they subsequently transfer back to the classification.

5. In the application of the new provisions of Article 12.03.01, all existing Crew Chiefs must possess a D licence in order to meet the qualifications and scope clause of a Crew Chief. Any Crew Chief that does not possess a D licence will be given 45 days from date of ratification to obtain a D licence. If they are unwilling, or unable, to obtain a D licence, they will be reduced to a regular AST and placed on the scale accordingly based on their seniority. The vacant Crew Chief position would be posted and filled based on the qualifications established.
6. Within sixty (60) calendar days of ratification of this Agreement, the Company and Union will jointly develop a system for the equitable distribution of overtime and recall in Toronto. Once agreed, an explanation of the system will be posted in a conspicuous place at the workplace. Amendments to the system will be as mutually agreed and the posted explanation will be revised accordingly.
7. Any additional editorial changes to the Collective Agreement are subject to mutual agreement.
8. The provisions of this Memorandum form part of the Collective Agreement and are subject to the provisions of Article 15.

Dated August 9, 2004

For: CAW-Canada and its Local 2002 For: Worldwide Flight Services

GREG SPENCER

JAMES ENRIGHT

JS