



COLLECTIVE AGREEMENT #5

Between

**JAZZ AVIATION LP
(Herein after known as "THE COMPANY") And**

**UNIFOR
(Herein after known as "THE UNION") AND ITS
LOCAL 2002**

Effective from January 14th, 2022 to January 1st, 2027

THIS COLLECTIVE AGREEMENT IS THE PROPERTY OF:

Name: _____

Base: _____

Address: _____

Telephone: _____

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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. It is recognized by this Agreement to be the duty of the Company and the employees to co-operate fully so as to provide for the operation of the services of the Company in a manner which will further to the fullest extent possible, the safety, efficiency and profitability of the operation, and the continuation of employment under reasonable working conditions.
- 1.02 The rules set forth herein will take precedence over any conflicting rules, policies or procedures developed by the Company. Where the provisions of this Agreement are at variance with the procedures and policies developed by the Company the Collective Agreement will take precedence.
- 1.03 Should any part of this Agreement be rendered invalid by reason of legislation enacted by any Government in 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. The Company agrees to meet with the Union at Headquarters level to discuss the impact of these changes.
- 1.04 There will be no strikes or lockouts so long as the Agreement continues to be in effect pursuant to Article 23 (Duration).
- 1.05 **Definitions**
- 1.05.01 **Agreement** - means the Collective Agreement in effect, including agreed upon amendments or interpretations thereto and covered by letters signed by responsible Company and Union Officers/Representatives.
- 1.05.02 **Base** - means a city served by the Company where employees covered by this Agreement are employed.
- 1.05.03 **Classification** - means a classification as described in Article 4.
- 1.05.04 **Company** - means Jazz Aviation LP as represented through Officers and Management at various levels.
- 1.05.05 **District** - means a District of the union as determined from time to time in accordance with its by-laws.
- 1.05.06 **Division** - means a grouping of classifications as described in Article 4.
- 1.05.07 **Employee** - means any person in the employ of the company who is in the Bargaining Unit covered by this Agreement.
- 1.05.08 **Location** - A subdivision of a base according to work-site, office or area as mutually agreed between the Company and Union.
- 1.05.09 **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 their employees to agree to terms or conditions of employment.
- 1.05.10 **Requirements of the Service** - means a situation which calls for immediate action and which cannot be reasonably predicted or pre-planned for.
- 1.05.11 **Shift** - means a period of time within a day(s), as delineated in a Shift Schedule.
- 1.05.12 **A Day Shift** - will mean any shift, which starts on or after 0600 hours but before 1200 hours.
- 1.05.13 **An Afternoon Shift** - will mean any shift, which starts on or after 1200 hours but before 1900 hours.

- 1.05.14 **A Night Shift** - will mean any shift, which starts on or after 1900 hours but before 0600 hours.
- 1.05.15 **Midnight Shift** - will mean any shift, which includes a full four (4) consecutive hours worked between the hours of midnight and 0500.
- 1.05.16 **Shift Schedule** - means a projection of all employees' shifts at a location with regard to days worked and days off, including shift starting and terminating times.
- 1.05.17 **Status** - means full time or relief status or part time.
- 1.05.18 **Strike** – means a cessation of work, or a refusal to work, or a refusal to continue to work, or 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 their employees, and "to strike" has a similar meaning.
- 1.05.19 **Union** - means Unifor-Canada and its Local 2002.
- 1.05.20 **Vertical Line** - A line beside an Article denotes a revision effective with the current Agreement.
- 1.05.21 **Work Week** - shall be from 0001 Monday to 2359 Sunday.
- 1.05.22 **Ad hoc** - Ad hoc work is work that the Company makes available after the part time Shift Schedule has been posted.
- 1.05.23 **Prone Rest** – The minimum amount of required rest between shifts.
- 1.05.24 **Parachute Assignment** – Work in the division or classification outside of an employee's base for fewer than thirty (30) days.
- 1.05.25 **Special Assignment** – Work assignments not covered by Parachute Assignments or work assignments not covered by this Agreement.
- 1.05.26 **Implementation Date** – Subject to Article 6.03.01 and 6.03.05, the implementation date is defined as the first day that the new Shift Schedule is worked.
- 1.05.27 **Core Shift** – Part-time core shifts are used in the development of core lines as in L1.02.02. These hours are determined twice per year in conjunction with Article 6.03.

ARTICLE 2 – UNION RECOGNITION

- 2.01 The Company recognizes the Union as the sole Bargaining Agent for the employees as certified by the Canada Industrial Relations Board on April 27th, 2001, or as may be subsequently amended by the Board or agreed by the Company and Union. Current classifications are listed in Article 4.
- 2.02 All employees who, on the date of the signing of this Agreement, are Union members in good standing, or who may subsequently become Union members in good standing, will as a condition of employment maintain Union membership. All employees who, as of the effective date of this Agreement, are not Union members will not be required to become members as a condition of employment. All new employees hired as of the date of signing of this Agreement will, as a condition of employment, become Union members within 30 (thirty) days from the date of employment and will as a condition of employment, remain Union members in good standing.
- 2.03 Contracting Out - Unless otherwise expressly stated elsewhere in this Agreement, the definitions listed below apply only for the purposes of Article 2.

- 2.03.01 "Air Canada" or "AC" shall mean Air Canada mainline operations.
- 2.03.02 "AC Local Market Code Share Agreement" shall mean a Commercial Agreement whereby Air Canada Code is provided for use by a Tier III carrier with respect to flights in which the Code is used for the sole purpose of selling seats on routes within a local market.
- 2.03.03 "AC Connecting Market Code Share Agreement" shall mean a Commercial Agreement whereby the Air Canada Code is provided for use by a Tier III carrier with respect to flights that the Tier III carrier operates for the sole purpose of selling seats to connecting markets and for which the sale of said seats is accomplished with connections to either Air Canada or another Air Canada code sharing airline.
- 2.03.04 "Commercial Agreement" shall mean a formal arrangement whereby the Air Canada Code is provided for use by a Tier III carrier.
- 2.03.05 "Tier III Carrier" shall mean a Canadian air carrier operating in Canada, but excluding the Northwest and Nunavut Territories, that has a Commercial Agreement with Air Canada or Jazz Aviation LP, or both.
- 2.03.06 "Control" means that one entity will be considered to "Control" another entity (Entity B), only if it, whether directly or indirectly:
- owns securities that constitute, are exercisable for or convertible into more than (a) fifty (50%) percent of Entity B's outstanding common shares, or if shares in addition to common shares have voting power then (b) fifty (50%) percent of the voting power of all outstanding securities of Entity B entitled to vote generally for the election of members of Entity B's Board of Directors or similar governing body; or
 - maintains the power or right to manage or direct the management of all or substantially all of Entity B's air carrier operations; or
 - has the power or right to designate or provide all or substantially all of Entity B's officers; or
 - has the power or right to appoint or elect a majority of Entity B's Board of Directors, or other governing body having substantially the powers and duties of a Board of Directors; or
 - has the power or right to appoint or elect a minority of Entity B's Board of Directors or similar governing body, but only if such minority has the power or right to appoint or remove Entity B's Chief Executive Officer, or President, or Chief Operating Officer, or the majority membership of the Executive Committee or similar committee on Entity B's Board of Directors, or the majority membership of at least one-half (1/2) of Entity B's Board committees.
- 2.04 With the exception of the provisions contained in Articles 2.06, 2.07 and 2.08, the Company shall not contract out Bargaining Unit work that is currently being performed, as of the date of ratification, by employees covered by this Collective Agreement.
- 2.05 Subject to the Company remaining under the Control of AC, and only at bases where the Company has employees performing work as Customer Service Agents as of the ratification date of this Agreement, the Company commits that work performed by or on behalf of the Company by employees covered under this Agreement will continue to be performed by Company employees covered under this Agreement, at locations at which a Tier III carrier operates pursuant to an AC Local Market Code Share Agreement.
- 2.06 Excluding all Air Canada staffed Stations, the Company commits that all CSA/Cargo Bargaining Unit work, within Canada (but excluding the Northwest and Nunavut Territories), at a new base where there are at least fifty (50) Company flights per month that remains in operation beyond a twelve (12) consecutive month period, shall be performed by CSA/Cargo employees covered under this Agreement commencing upon the first day of the first month after the base has been in operation for twelve (12) consecutive months.

- 2.07 As of the date of ratification, at all existing stations where the Company presently has contract employees those positions shall be exempt from the provisions contained herein. The Company commits to a joint review of the operation with the Union with an aim to bringing work into the Bargaining Unit.
- 2.08 Nothing in this Agreement restricts the Company from closing a base and laying off employees when a Tier III carrier is operating pursuant with an AC Connecting Market Code Share Agreement as per Article 2.03.03.
- 2.09 In addition to Article 2.05 should the Company cease to operate into a base and subsequently commences to fly its own aircraft back in the base or enters into a AC Local Market Code Share Agreement, work at that base which was performed by employees covered by this Agreement will be returned.
- 2.10 Except as provided in Articles 2 and Article 4.01, no employee or other person not covered by this Agreement shall perform work covered under the scope of this Agreement. Management and other Company employees outside the Bargaining Unit shall not perform Bargaining Unit work except in unusual circumstances which arise suddenly and/or where special assistance is required to avoid abnormal delay to the customer or the operation.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 Management will have the right to direct the affairs of the Company in an efficient and effective manner by the direction of the working force including the right to hire, discipline and discharge for just cause, promote, transfer, relocate and layoff due to lack of work or for other legitimate reasons. These enumeration's will not be deemed to exclude other prerogatives not enumerated, and any of the rights, powers or authority the Company had prior to the signing of the first Agreement, are retained by the Company. Such rights will be exercised in a manner that is fair, reasonable and consistent with the provisions of the Agreement.
- 3.02 It is agreed and understood that nothing in the foregoing will detract from the right of the employee or the Union to initiate a grievance in the manner provided for by this Agreement.

ARTICLE 4 – SCOPE OF AGREEMENT

- 4.01 All personnel who perform the work as defined in the following classifications are covered by this Agreement.
- 4.01.01 Current cross utilization of employees may continue at each base and there will be no change in current practice without mutual agreement. Upon the opening of a new base, the Company will determine whether the base will cross utilize employees in the Cargo/CSA classification.
- 4.01.02 Where Lead Agents are required by the Company in the Customer Service. Aircraft Services Divisions: the duties of the Lead Agents may vary according to the work location/classification, and may include administrative duties. The principle function of a Lead Agent is to provide leadership, support and direction to a group of employees in the areas of technical expertise and operational demands while remaining a full working member of the group.
- 4.01.03 The duties of Senior Leads may vary according to the work location/classification and will include those of a Lead Agent. The principle function of the Senior Lead is to perform scheduling and payroll duties for the base and various other tasks and responsibilities as determined by the Company.

4.02 **Customer Service Division**

4.02.01 **Customer Service Agent** - Comprises all those who perform Customer Sales and Service, Concierge, Premium Agent functions for the purpose of making reservations; computing fares, disseminating information; assembling, controlling and transmitting reservations and passenger data; compute, process and issue tickets; serve the public at airport counters, gates, kiosk; and provide customer service functions in lounge(s) as directed by Air Canada; receive and tag baggage; process claim forms for damaged and missing baggage, including processing damaged baggage for repair; maintain records as required including, but not limited to, flight arrival and departure times, conduct radio communications with the aircraft; maintain supplies; process station accounting reports; attending to passengers requiring assistance to and from the aircraft; jet-way operation, load preplanning, weight & balance, and perform other duties and functions related to the foregoing.

4.02.02 **Cargo Agent** - Comprises all those who process the shipment of all freight and COMAT; take cargo to and from the aircraft and initiate claims resulting from missing and damaged cargo.

4.02.03 **Departure Control Coordinator** - Comprises those employees who ensure all Company flights are created and in a suitable state for passenger check-in; flights are closed out and reconciled correctly in the computer reservations system and other related systems, action flight schedule adjustments, manage up-line and down-line seat protection, passenger re-protection and station reconciliation, manage the technical functions within the Departure Control System and other duties related to the foregoing.

4.02.04 **Station Terminal Operation Control (STOC)** - Comprises all those who perform STOC Coordinator functions for the purpose of coordinating the Company's domestic and transborder operations. Such functions may include delay coding and investigation; disseminating information; establishing communications link between System Operations Control (SOC) and aircraft; communicating operational information to/from maintenance; communicating operational information to Air Canada for action; assembling and controlling the gate board; computing all flight arrival/departure information via FMIS II; conducting related air to ground communication; maintaining records as required including, but not limited to, the performance of radio/agris communications; maintaining supplies; weight and balance and perform other duties and functions related to the foregoing. In addition, at Toronto's Lester B. Pearson International Airport, STOC Coordinators will coordinate the movement of all cargo received from Air Canada; limited administration of customs paperwork, express and COMAT including the manifesting of transborder freight/COMAT and cargo processing.

4.02.05 **Load Planner** - Comprises those employees who administer the appropriate software and/or manual Weight & Balance System for the purpose of load planning. Including, but not limited to, the implementation of the payload restriction process, co-ordinate the acceptance of dangerous goods and special handling, and planning of all relevant load related requests e.g. medipaks and jump-seat requests and any other relevant load related requests, controlling the Jazz Ballast program, and pro- actively administering load planning policies in order to maximize payload. In addition, maintaining communication with station operations, ramp and flight crew specific to all relevant payload issues and monitor and perform flight close out to ensure all flights are closed. Complete shift reports and logs.

4.03 **Aircraft Services Division**

4.03.01 **Ramp Attendant**: Comprises those employees who are engaged in aircraft marshalling; push backs; jet-way operation; loading and unloading of baggage and freight from aircraft; preparation of load advice forms; transferring and distribution of baggage, tie-down and general security of aircraft; de-icing of aircraft; minor light cleaning of aircraft interior including garbage removal and exterior including windscreens, loading and unloading disabled passengers; service aircraft lavatory and water. Cabin Services scope work, including light cleaning, RON (remain overnight aircraft) grooming, security sweeps, interior/exterior cleaning of the aircraft (but not involving the repair of interior structures or appliances; - will be performed by Ramp Attendants in YXU and YYJ).

- 4.03.02 **Tower** - Comprises those employees responsible for aircraft towing function and may include mobile support, wing walking and jet-way operation; as well as lavatory/water servicing. Toronto, Calgary and Vancouver will maintain a separate towing function. It is agreed that at other bases it will be part of the ramp function until such time that there is sufficient work to establish a separate classification.
- 4.03.03 **Driver/Delivery Agent** - Comprises those employees who pickup and deliver mail, freight, express and COMAT, drive crew vans and perform chauffeur/delivery duties as required and commissary in YQB.
- 4.04 **New Classifications**
- 4.04.01 **New Classifications** - Where the Company establishes a new classification, the appropriate classification wage rates and progressions shall be negotiated.
- 4.04.02 The Company and Union may, by mutual agreement, combine any of the classifications or positions described in this Article or create new classifications or positions. 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) or position(s), unless the change occurs within ninety (90) 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.

ARTICLE 5 – RATES OF PAY, PREMIUMS AND PAY PROVISIONS

- 5.01 Wages paid to employees will be based on length of employment and on the work performed in the classification covered by this Agreement. Where an employee works in more than one classification, they will be paid in the higher rated classification.
- 5.01.01 Notwithstanding 5.01 and where labour market economic pressures exist as determined by the Company, the Company will consult the Union Bargaining Committee of the need to offer wages in excess of the starting rate.

Employee seniority will be used to determine the applicable wage step as appropriate, and length of time on scale, relative to a more junior employee coming into the base/classification at a higher rate of pay due to labour market pressures. This process will occur in consultation with the Union.
- 5.01.02 Subject to 5.01.01, when an employee transfers/bumps out or otherwise relocates to a base not subject to economic pressures the employee will revert to their applicable length of employment wage scale (i.e. time on scale).
- 5.01.03 **Minimum Wage Increases** - A new hire employee receiving minimum wage that is higher than the first step of the scale will be adjusted to the minimum wage for that province. An employee hired above the Collective Agreement entry level wage rate will remain at the provincial minimum wage, until their time on scale progression (to the next highest wage scale) exceeds the relevant and applicable minimum wage rate for their province of employment.

For new hire employees, the total compensation (wage + cash bank premium) will be taken into account when determining minimum wage and advancement on/in scale.

Current employees will be moved to the next highest step on scale & progress based on conference call discussions as of date of Tentative Agreement.

If an employee leaves a province subject to minimum wage increase, and relocates for work to a province that has a lower minimum wage Article 5.01.02 will apply.
- 5.02 Scheduled advancement from one rate of pay to the next higher rate of pay in the wage scale established for each position will occur upon completion of the period described in each wage scale, except as may be otherwise specifically provided for in this Agreement.

5.03

When an employee changes classifications or progresses to another position, the employee's new rate of pay will be determined by moving the employee to the rate of pay in the new wage scale which is closest to their current rate of pay; however, if the new rate is less than what the employee was receiving, the employee will be advanced to the next higher level of the new scale. Scheduled advancement will continue in accordance with Article 5.02.

5.04

The following are the rates of pay for all classifications/positions covered by this Agreement.

CUSTOMER SERVICE DIVISION SCALE						
Step	Current	2022	2023	2024	2025	2026
1	\$ 15.55	\$ 16.00	\$ 16.20	\$ 16.34	\$ 16.83	\$ 17.16
2	\$ 16.13	\$ 16.53	\$ 16.95	\$ 17.37	\$ 17.80	\$ 18.25
3	\$ 17.29	\$ 17.72	\$ 18.17	\$ 18.62	\$ 19.08	\$ 19.56
4	\$ 18.57	\$ 19.03	\$ 19.51	\$ 20.00	\$ 20.50	\$ 21.01
5	\$ 18.94	\$ 19.41	\$ 19.90	\$ 20.40	\$ 20.91	\$ 21.43
6	\$ 19.32	\$ 19.80	\$ 20.30	\$ 20.81	\$ 21.33	\$ 21.86
7		\$ 20.79	\$ 21.31	\$ 21.85	\$ 22.39	\$ 22.95
8			\$ 22.38	\$ 22.94	\$ 23.51	\$ 24.10
9				\$ 24.08	\$ 24.69	\$ 27.78

A Scale					
Current	2022	2023	2024	2025	2026
\$ 23.97	\$ 25.17	\$ 25.67	\$ 26.19	\$ 26.97	\$ 27.78

AIRCRAFT SERVICES DIVISION SCALE						
Step	Current	2022	2023	2024	2025	2026
1	\$ 15.55	\$ 16.00	\$ 16.20	\$ 16.34	\$ 16.83	\$ 17.17
2	\$ 16.16	\$ 16.56	\$ 16.98	\$ 17.40	\$ 17.84	\$ 18.28
3	\$ 17.35	\$ 17.78	\$ 18.23	\$ 18.68	\$ 19.15	\$ 19.63
4	\$ 17.70	\$ 18.14	\$ 18.60	\$ 19.06	\$ 19.54	\$ 20.03
5	\$ 18.05	\$ 18.50	\$ 18.96	\$ 19.44	\$ 19.92	\$ 20.42
6		\$ 19.43	\$ 19.91	\$ 20.41	\$ 20.92	\$ 21.44
7			\$ 20.91	\$ 21.43	\$ 21.97	\$ 22.35
8				\$ 22.11	\$ 22.55	\$ 23.91

A Scale					
Current	2022	2023	2024	2025	2026
\$ 20.63	\$ 21.66	\$ 22.09	\$ 22.54	\$ 23.21	\$ 23.91

5.05 **Pay Provisions**

- 5.05.01 Employees will be paid twice per month or as determined by the Company and agreed to by the Union. Benefit payments will be divided between the two (2) pay dates.
- 5.05.02 Time debits and credits will be recorded to the nearest tenth (1/10th) of an hour.
- 5.05.03 Recovery of pay errors will be limited to those errors which occurred during the twelve (12) month period immediately preceding the date of the discovery of the error.
- 5.05.04 When the error involves an overpayment to an employee which is being recovered by the Company the maximum amount deductible from each pay cheque will be thirty dollars (\$30.00) within twenty-four (24) months 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(s).
- 5.05.05 Prior to any debits being initiated by the Company, the employee and the Chair of the Local Bargaining Committee will be advised, in writing, of the error, the number of deductions to be made and when the deductions will commence.
- 5.05.06 When an error involves an underpayment to an employee in the amount of one hundred dollars (\$100.00) or more, the Company will make restitution within three (3) working days following the receipt of the notice and verification of the underpayment. If the underpayment is less than one hundred dollars (\$100.00), such error will be rectified and paid to the employee on the next regular pay following verification. Verification will be completed as quickly as possible but within three (3) working days of the employee reporting the error.
- 5.05.07 If an employee does not receive their pay within two (2) days of the payday due to a fault in the Company's payroll system, the Company will make emergency funds available to the employee on request.
- 5.05.08 Each pay date employees will be provided with a pay statement, including but not limited to, clearly identifying all credits/debits made, time bank withdrawals, time bank balance, and vacation balance. Other relevant information, including sick bank debits/credits and balance.
- 5.05.09 **Pay and Time Records** - Accurate pay records will be maintained for each employee and will be made available on request to the employee and to a Union Officer when authorized by the employee in writing.
- 5.06 **Wages and Premiums**
- 5.06.01 **Lead Wages** - Permanent Leads shall move to the highest rate of pay on their scale, and also receive ten percent (10%) on top of such rate to become a rate of pay.
- 5.06.02 **Senior Lead Wages** - Permanent Senior Leads shall move to the highest rate of pay on their scale, and also receive fifteen percent (15%) on top of such rate to become a rate of pay.
- 5.06.03 **Line Trainer Premium** – Line trainers shall receive a premium equal to ten percent (10%) above their rate of pay for all hours worked as a Line Trainer.
- 5.06.04 **Station Trainers** – shall receive ten percent (10%) above their rate of pay for all hours worked to become a rate of pay.
- 5.06.05 **Back-up Leads** – shall be moved to the highest rate of pay on their scale, and also receive ten percent (10%) on top of such rate for all hours worked as a Back-up Lead.
- 5.06.06 **Back-up Senior Leads** – shall be moved to the highest rate of pay on their scale, and also receive fifteen percent (15%) on top of such rate for all hours worked as a Back-up Senior Lead.

5.06.07 **Midnight Shift Premium** – Employees who work a midnight shift, according to the definition in Article 1.05.15, will receive a premium of one dollar (\$1.00) per hour for all hours worked in that shift.

5.07 **Cash Bank Premiums**

5.07.01 Effective January 14th, 2017 and phased in over the period of the current Collective Agreement [subject to the tables below], the Company agrees to pay employees an hourly Cash premium, based on hours worked. The following rates will apply:

CUSTOMER SERVICE DIVISION SCALE LOYALTY PREMIUM RATES					
Step	2022	2023	2024	2025	2026
1	\$ 0.32	\$ 0.32	\$ 0.33	\$ 0.34	\$ 0.34
2	\$ 0.33	\$ 0.34	\$ 0.35	\$ 0.36	\$ 0.36
3	\$ 0.35	\$ 0.36	\$ 0.37	\$ 0.38	\$ 0.39
4	\$ 0.38	\$ 0.39	\$ 0.40	\$ 0.41	\$ 0.42
5	\$ 0.39	\$ 0.40	\$ 0.41	\$ 0.42	\$ 0.43
6	\$ 0.40	\$ 0.41	\$ 0.42	\$ 0.43	\$ 0.44
7	\$ 0.42	\$ 0.43	\$ 0.44	\$ 0.45	\$ 0.46
8	\$ -	\$ 0.45	\$ 0.46	\$ 0.47	\$ 0.48
9	\$ -	\$ -	\$ 0.48	\$ 0.49	\$ 0.56

LOYALTY PREMIUM RATES				
2022	2023	2024	2025	2026
\$ 0.50	\$ 0.51	\$ 0.52	\$ 0.54	\$ 0.56

AIRCRAFT SERVICES DIVISION SCALE LOYALTY PREMIUM RATES					
Step	2022	2023	2024	2025	2026
1	\$ 0.32	\$ 0.32	\$ 0.33	\$ 0.34	\$ 0.34
2	\$ 0.33	\$ 0.34	\$ 0.35	\$ 0.36	\$ 0.37
3	\$ 0.36	\$ 0.36	\$ 0.37	\$ 0.38	\$ 0.39
4	\$ 0.36	\$ 0.37	\$ 0.38	\$ 0.39	\$ 0.40
5	\$ 0.37	\$ 0.38	\$ 0.39	\$ 0.40	\$ 0.41
6	\$ 0.39	\$ 0.40	\$ 0.41	\$ 0.42	\$ 0.43
7	\$ -	\$ 0.42	\$ 0.43	\$ 0.44	\$ 0.45
8	\$ -	\$ -	\$ 0.44	\$ 0.45	\$ 0.48

LOYALTY PREMIUM RATES				
2022	2023	2024	2025	2026
\$ 0.43	\$ 0.44	\$ 0.45	\$ 0.46	\$ 0.48

Note: Appendix #6 - Withdrawal Form

5.07.02 Employees may make withdrawals from the Cash Bank for payroll purposes subject to the fourteen (14) day notice period provided for in Article 14.04. Employees will be allowed to accumulate to a maximum of six thousand dollars (\$6000.00). Monies in excess of the six thousand dollars (\$6000.00) maximum will be cleared on the employee's pay cheque for each pay period.

Note: A minimum withdrawal for a cash payout has to be greater than one hundred dollars (\$100.00).

5.07.03 Employees can only declare to convert their accumulated Cash Bank to time bank hours once per year, subject to the fourteen (14) day notice period provided for in Article 14.04. The conversion date is September 1st in each year.

5.07.04 The definition of hours worked as provided for in Article 5.07 includes regular hours worked on shifts, actual hours worked on overtime (not at time and a half but at straight time), straight time hours due to training and travel for training, hours due to Union release, and that the premium will be paid on shift trades to the employee who actually works the shift; but that the Cash Bank premium would not apply to vacation time, sick time, time bank off or overtime (except as previously identified).

ARTICLE 6 – HOURS OF WORK

6.01 The workday for employees will be determined by the hours of work schedule outlined in Article 6.02.

6.02 The workweek will average forty (40) hours and will be accomplished by various work schedules as follows:

SCHEDULE	HOURS PAID/HOURS ON SHIFT
5 days on 2 days off	8.0 / 8.5
5 days on 3 days off	9.1 / 9.6
4 days on 3 days off	10.0 / 10.5
5 days on 4 days off	10.3 / 10.8
4 days on 4 days off	11.4 / 11.9
5 days on 5 days off	11.4 / 11.9
3 days on 3 days off	11.4 / 11.9
3 days on 4 days off	13.3 / 13.8
2 days on 2 days off 3 days on 2 days off 2 days on 3 days off	11.4 / 11.9

Any scheduled shift of eight (8) hours or more in duration may have a scheduled unpaid meal period not to exceed one half (1/2) hour. The decision to have a scheduled meal period will be subject to operational requirements and employee preference.

6.02.01 Where it is mutually agreed between the Company and Local Bargaining Representative, that the work schedules as provided under Article 6.02 are not practical or desirable, the schedule may be varied. In no case will less than two (2) days off be scheduled in any block of days off, all night shifts must have three (3) days off.

6.02.02 **Modified Morning Work Schedule** - The purpose of Article 6.02.02 is to maximize full time positions. The Company commits that the implementation of the 5x2 modified morning work schedule will not, in and of itself, contribute to any reduction of full time employment.

Employees may be scheduled to work a 5x2 rotation (“modified morning work schedule”) Monday to Friday only, with an employee check-in prior to 0600, notwithstanding the provisions of Article 6.02.01. Provisions of Article 6.03.02 still apply.

Bases where the modified 5x2 morning work schedule may be implemented shall be identified by using all of the following criteria:

- (a) The station has an early morning flight requiring an employee to check-in for work prior to 0600;
- (b) There is inactivity in the flight schedule at the identified base, such that more than two (2) consecutive hours without any scheduled flight activity (i.e. either arrival or departure) is identified;
- (c) There is less flight activity on the weekends in the Company identified bases than during the week;
- (d) Where the flight activity at a base will create overlap such that the more compressed work schedule would be unproductive.

The Company will implement the modified 5x2 shift schedules in a maximum of seven (7) bases in any shift bid period (summer and winter schedule change). The Company will notify the appropriate Union Bargaining Representative of the designation of an affected base subject to Article 6.03.01.

There is nothing in the foregoing that prevents the Company from offering the 5x2 shift schedules to employees which commence later in the day (i.e. not subject to minimum three (3) day off requirement).

6.03 Twice each year at the summer/winter airline schedule change all shift schedules will be opened for seniority bid in each location. An additional shift bid may be held when there are significant changes to the Shift Schedule which result from changes to the flight schedule. An additional shift bid may be held where there is mutual agreement between the Company and the Union.

6.03.01 At each location the Company will determine the staffing requirements, including compliance with the Official Languages Act, and will design a Shift Schedule and initiate discussions with the Local Bargaining Representative to review the staff requirements and shift schedules. These meetings will commence no later than forty-two (42) days prior to the implementation of the schedule.

6.03.02 The Union may propose an alternate schedule. Should the Bargaining Representative’s schedule meet the Company requirements, it will be implemented. Failing a suitable alternative, the Company’s schedule will be implemented.

6.03.03 Shift schedules may contain sub-schedules related to specific groups of employees by function(s). There will be a separate sub-schedule developed for part time employees.

Note: Sub schedules related to OAL contract work in LOU #7.

6.03.04 Each classification, location and/or status will bid separately as required. Employees will be given sufficient time to bid their shift but no less than four (4) calendar days. Shift schedules resulting from these bids will be posted as soon as possible following the end of the bid period but not later than fourteen (14) days prior to implementation.

6.03.05 Employees will not be credited for time gained or debited for time lost as a result of a change to their Shift Schedule. Adjustments to an individual employee's schedule resulting from a bid will be handled through a transition period designed to ensure there is a minimal loss or gain in hours. Such adjustments will be made only following consultation with the Union Representative for the location or their designate.

Note: See Appendix #8 - Shift Schedule Transition

Three (3) Hour Shifts

6.03.06 Once the schedules have been built, all current four (4) hour shifts will be analyzed with respect to work content, and the ability to reduce to three (3) hours.

6.03.07 The criteria to be used for establishing three (3) hour shifts to move from four (4) hour shifts will be:

- Flight Schedule

6.03.08 The current practice of determining shift schedules will remain unchanged with respect to manpower requirements in Jazz stations that have twenty (20) FTEs or greater.

6.03.09 Three (3) hour shifts will apply to all Jazz stations with less than twenty (20) FTEs and will include core shifts, call outs and the application of this reduction to OT as defined in various placed in the Collective Agreement (Article 7. Notwithstanding, all new work at any location regardless of FTEs will remain at three (3) hours for scheduling of new work.

6.03.10 The minimum call out for PT employees will be three (3) hours, subject to art 6.03.08 & art 6.03.09.

6.03.11 In existing/current stations the following core principles would apply:

The Company and the Union will review the proposed schedules consistent with Article 6.03.01.

6.04 **Meal Periods**

6.04.01 Employees shall be entitled to a thirty (30) minute unpaid meal period.

6.04.02 One (1) meal period will be scheduled in each shift within one and one-half (1 1/2) hours on either side of the midpoint of each shift unless otherwise arranged according to the wishes of the majority of the employees involved.

6.04.03 It is recognized that occasionally due to the requirements of the service, an employee will be unable to take the meal period at the scheduled time. In such cases the meal period will be taken at a time available during the period provided in Article 6.04.02. If this is not possible, the employee may elect one of the following in agreement with the Company:

1. Take the meal period at some other time during the balance of the shift; or,
2. Leave work thirty (30) minutes prior to the end of the shift with no time debit; or,
3. Forego the meal period and claim an overtime credit in lieu thereof.

6.04.04 An employee who works more than two (2) hours overtime prior to or after their shift will receive the lunch meal allowance provided for in Article 8.05.01 supported by an expense claim. An additional lunch allowance will be granted for each additional four (4) hours worked.

6.04.05 Employees who report to work overtime on a day off will receive a meal and rest periods in accordance with the Agreement.

6.04.06 An employee who is unable to take a meal period granted under the provisions of Article 6.04.05 may elect one of the following in Agreement with the Company:

1. Will be credited with thirty (30) minutes at the applicable overtime rate; or
2. May leave work thirty (30) minutes prior to the end of the shift with no time debit; or
3. Forego the meal period and claim an overtime credit in lieu thereof.

6.05 **Rest Periods**

6.05.01 Rest periods will be paid and will be not less than fifteen (15) minutes duration to be taken on Company time away from the job.

6.05.02 Two (2) paid rest periods will be scheduled in each shift. A rest period will be scheduled in each half of the shift but not in conjunction with the meal period or at the start or termination of a shift and it will be scheduled in such a manner as to provide the benefits for which it is intended.

6.05.03 In the event that an employee is unable to take a rest period at the scheduled time, due to the requirements of the service, the rest period will be taken at a time available during the hours following the originally scheduled commencement. If this is not possible, the employee may elect one of the following in agreement with the Company:

1. To have the rest period rescheduled at some other time during the balance of the shift agreeable to the employee; or
2. Forego the rest period and claim an overtime credit in lieu thereof; or,
3. Leave work early with no time debit.

6.05.04 Employees who work overtime will be granted a rest period in each overtime period of two (2) to four (4) hours. Employees who report to work overtime which is not consecutive with their shift will be granted a rest period in each overtime period of up to four (4) hours and in each subsequent period of two (2) to four (4) hours.

6.05.05 An employee who is unable to take any rest period granted in accordance with Articles 6.05.03 or 6.05.04 will be credited in the amount of the rest period at the applicable overtime rate.

6.06 **Off Duty Period**

6.06.01 All scheduled shifts for an employee will contain periods of not less than nine (9) consecutive hours off duty between the termination of one (1) shift and the start of the next shift. Where an employee works sixteen (16) or more hours, the off duty periods will be not less than eleven (11) consecutive hours.

6.06.02 If, at the request of the Company, an employee does not have the minimum hours off duty prior to the start of their overtime or scheduled shift, either they will choose not to report for duty until the minimum hours off duty have elapsed (without time debit) or they will report for the overtime or scheduled shift and be credited with time and a half (1 ½ X) plus regular pay for those hours by which their off duty time is less than the minimum.

6.06.03 The provisions of Article 6.06 will not apply in situations which occur as a result of a shift trade.

6.07 **Shift Trades**

6.07.01 Employees will have the right to trade shifts and days off or to arrange for another employee to work their shift or part of their shift when arranged in written form and approved by Management or approved designate assigned by the Company. Shift trades will not be denied unreasonably.

6.07.02 Shift trades are subject to the following conditions:

- (a) Other than in exceptional circumstances, advice of the trade will be provided to Management or the approved designate up to twenty-four (24) hours in advance and will be signed by the employees;
- (b) The employee covering the shift must be qualified to perform the work;
- (c) All time credits for the scheduled duration of the shift will be credited to the employee who was originally scheduled to work the shift;
- (d) All premiums, except the Cash Bank premium, will remain with the employee who bid the shift;
- (e) All overtime will be credited to the employee who actually works the overtime;
- (f) All time debits will be deducted from the employee who has agreed to work the shift;
- (g) Holiday credits applicable to the shift will be credited to the employee who actually works. The employee originally scheduled to work the shift will receive the holiday credits applicable to a day off;
- (h) Sick leave provisions will apply to the employee who has agreed to work the shift;
- (i) Employees will record cancellation of shift trades in advance;
- (j) The Company and Union recognize that an employee's ability to trade shifts with other employees is acceptable but it is not intended to allow employees to be absent from the workplace for extended periods of time or to take alternate employment.

ARTICLE 7 – OVERTIME FULL TIME EMPLOYEES

7.01 All time worked by an employee outside of their scheduled shift will be considered overtime, and all overtime will be credited at time and one-half (1½X).

7.02 Overtime work shall be done on a voluntary basis and shall be authorized by management personnel. However, it is understood that an employee may 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 in their classification is scheduled to work. Excessive overtime will be the cause of immediate discussion between the Union and the Company in an effort to resolve the problem.

7.03 Hours worked by an employee consecutive with the scheduled shift will be credited at one and one-half times (1½X). Overtime of three (3) or more hours prior to and consecutive with the start of a shift will be credited for a minimum of four (4) hours at time and one-half. Overtime of any length, which is not consecutive with the employee's shift, will be credited with a minimum of four (4) hours at time and one-half overtime rate.

7.04 An employee who works on any scheduled day off will be credited at one and one-half times (1½X) the hours worked with a minimum credit of four (4) hours at the overtime rate.

- 7.05 For overtime requirements immediately following a scheduled shift which are anticipated to be less than four (4) hours in duration, those employees who are on duty shall have priority to extend their shift, over those employees who are not, provided the employee is qualified to do the work.
- 7.06 Overtime, which is not filled according to Article 7.05, will be offered in seniority order from those qualified to perform the work.
- 7.07 All overtime credits will be directed to the employee's time bank provided for in Article 14.
- 7.08 The Company will provide an employee with written notification and explanation of any change in overtime submitted within five (5) regular business days of the employee's submission of the overtime.

ARTICLE 8 – TRAINING ASSIGNMENTS

When the Company determines it requires employees covered by this Agreement to serve as either Line Trainers or Station Trainers, the following will apply:

8.01 **Training Positions**

- 8.01.01 The Company shall provide a list of duties and responsibilities for training positions. A copy of the description shall be provided to the Union.
- 8.01.02 The Company shall establish all training shifts in accordance with Article 6.

Subject to a line training assignment (including travel time) being five (5) days or more in duration, the Company will be responsible for the adjustment of work schedules in accordance with Article 6.02/6.02.01. Should the training assignment be less than five (5) days, language in Article 8.07.02 may apply.

No employee will lose pay as a result of the adjustment to their shift schedule.

Transitioning in and out of the training schedule, the employee will be given no less than two (2) days off immediately prior to and after the new training schedule, and three (3) days off for all night shifts, per Article 6.02.01.

Note: The same may be applied to the station trainers whose schedules change due to station training requirements.

- 8.01.03 Upon commencement of any training assignments, the Company shall be responsible for all lodging, travel consistent with Company policy, ground transportation, paid travel time, if not built into the schedule as above, and per diems consistent with this Article.
- 8.01.04 Upon the delivery of thirty (30) days written notice, a trainer may relinquish their training duties.
- 8.01.05 Upon the delivery of written notice and demonstration of just cause, the Company may relieve a trainer of their duties.
- 8.01.06 Parachute assignments specific to station training requirements/shifts, will consider both the Station and Line Trainers as qualified, while adhering to all other Parachute Assignment protocols.

8.02 **Line Trainers**

- 8.02.01 Line Trainer positions will be posted system wide in November. Line Trainers are assigned to the training department; duties may include classroom training, a station training component, as well as any other training as required by the Company. The positions will be for two (2) calendar years commencing on the following January 1st until November of every second year.

- 8.02.02 Line training positions will be posted by classification/division ensuring appropriate bilingual coverage.
- 8.02.03 Selection will be on the basis of seniority of those employees meeting the qualifications in the specific job function, as determined by the Company.
- 8.02.04 Following a review of the training needs for the upcoming year, the Company will post its anticipated requirement of Line Trainers.
- 8.02.05 Additional positions will be posted as required, and those employees will remain as Trainers for the balance of the term.
- 8.02.06 Training opportunities will be made available twice per year to the Line Trainers. Such opportunities will be made available in January and May of each year unless advised otherwise by the Company.
- 8.02.07 Subject to operational requirements, training assignments will be awarded in seniority order.
- 8.02.08 Training in addition to that posted in the foregoing will be offered to the Line Trainers in seniority order on a rotational basis.
- 8.02.09 Training opportunities will be equalized to the extent practicable based upon the desire of the Line Trainers and the requirements of the Company.
- 8.02.10 Employees on vacation will not be eligible to act as a Trainer during their scheduled vacation period.
- 8.03 **Station Trainers**
- 8.03.01 Station training will normally be performed by an employee from the base where the training requirements exist. Station trainers will provide all training requirements at their base. In addition to the foregoing, any other on base training as required by the Company.
- 8.03.02 The number of Trainers will be determined by the number of employees and training requirements at each base.
- 8.03.03 Selection will be on the basis of seniority of those employees meeting the qualifications in the specific job function, as determined by the Company.
- 8.03.04 The position will be for two (2) years from the date of ratification, and every two years thereafter.
- 8.03.05 Additional or replacement station trainers will remain as such for balance of term.
- 8.03.06 The Company will make all reasonable efforts to schedule the new hire training on the regularly scheduled days on of the station trainer.
- Note:** Article 8.01.02 may be applied to station trainers whose schedules change due to station training requirements.
- 8.04 **Special Assignments and Parachuting**
- 8.04.01 Special Assignments are those assignments per Article 1.05.25, and are best completed by a Unifor member based on their in-scope experience.
- 8.04.02 Special Assignments will be posted on a system wide basis and selected in seniority order provided the employee meets the requirements/qualifications required for the Special Assignment. Hours that an employee was scheduled to work shall be backfilled according to all scheduling rules.

8.04.02.01 **Special Assignment Allowance** - Employees who work Special Assignments and are required to be away from their home base will be paid an allowance of thirty-five dollars (\$35.00) for each twenty-four (24) hour period in addition to any other premiums and allowances.

8.04.03 **Parachuting Assignments:**

1. Which are fourteen (14) days or longer will be posted on a system wide basis and selected in seniority order from the appropriate classification, providing the employee meets the requirements/qualifications.
2. Parachuting Assignments that are less than fourteen (14) days will be offered in seniority order from the appropriate classification, by the Company in the following manner: The Company will select up to three (3) bases in the initial offer for coverage. The first base will have the first selection, remaining hours not selected will go to the 2nd base, and remaining hours to the 3rd base. Hours that an employee was scheduled to work shall be backfilled according to all scheduling rules.

8.04.03.01 **Parachute Allowance** - An employee filling a Parachute Assignment at another base will be paid a premium of two dollars (\$2.00) per hour for all time worked at the other base which will be in addition to any other premiums and allowances. The foregoing will not apply to an employee required to be away from their base to attend a training course.

8.05 **Out of Base Allowance**

8.05.01 Any employee who in the performance of their work is required to be away from their home base will receive all reasonable costs of hotel accommodations, transportation, laundry, parking and other requirements and will be paid the following meal allowance during any part of each of the following periods:

Breakfast:	0600 - 0900	\$15.00
Lunch:	1100 - 1400	\$25.00
Dinner:	1700 - 2000	\$35.00

8.05.02 Expenses outlined in this Article will be paid in US dollars when the assignment is outside of Canada.

8.05.03 All reasonable costs of hotel or motel accommodations (single basis) will be paid by the Company. A hotel room will be booked at the request of the employee, if more than five (5) hours are to elapse between the end of an out of base assignment and the Company arranged flight departure back to home base. Hotels/motels used will be the same as those used by other Company employees.

8.06 **Out of Location Allowance**

An employee who, in the performance of their work is required to be away from their location but within their base, will be entitled to the following:

- (a) The employee will be entitled to report to their location at the start of their shift;
- (b) If the employee reports to their location, necessary and reasonable travel time between the employee's location and the place where the work is to be performed will be considered as time worked;
- (c) If requested by the employee, the Company will provide or arrange for the employee's transportation from their location to the place where the work is to be performed;
- (d) Automobile expenses at fifty-one cents (\$0.51) per kilometer, or such greater amount as provided for under Company policy, for the movement of the employee's automobile to the new base. A second automobile may qualify for the expenses subject to the relative cost of shipping;

- (e) If the employee elects to report directly to the other place, travel time will not apply. However, automobile and parking expenses will be as provided in the foregoing;
- (f) **Use of Personal Vehicle** - Employees will not be required to use their personal vehicle for Company business.

8.07 **Training**

8.07.01 When various training dates are available for required training outside an employee's base, employees will be allowed their choice of dates in order of seniority. An employee who has been transferred into a base after the selection of available training dates has occurred will not interfere with the employee choices already made and such employees will be offered the dates which remain available.

8.07.02 **Overtime Training and Travel**

Any assigned overtime which arises out of training or travel will be considered as time worked and will be banked accordingly. Where training interferes with an employee's regular days off, the Company will endeavour to reschedule the days off owing to the employee immediately prior to or following training. However, where the above is not possible, rescheduled days off will be scheduled in accordance with the wishes of the employee, subject to the availability of replacement staff, if required or be paid out at the applicable overtime rates. Notwithstanding the foregoing, all required training will be scheduled by the Company, and all employees' schedules may be changed to accommodate training. Once a lieu day is granted and scheduled, it becomes guaranteed and can only be changed/cancelled with mutual agreement by the Company and the Union. On a lieu day, an employee will be eligible for overtime.

8.07.03 An employee who travels and/or attends training outside of their scheduled shift shall be entitled to receive the following credits:

- (a) If the employee is traveling by air, travel time will be based on the scheduled departure time and the actual time of the flight including connection time and one (1) hour for pre-flight ground time, subject to the minimum four (4) hour call in under Article 7.04;
- (b) Training time, including meal and rest periods on a day off will be credited at a minimum of eight (8) hours at the applicable rate.

In no event shall an employee lose regular pay as a result of training and travel for the purpose of attending training on a regular scheduled day. In addition, no employee will be required to travel, train and work at their regular duties on the same day nor will an employee be required to travel back to their station and work at their regular duties on the same day for a total time in excess of their scheduled shift. When training is on base employees will not be expected to return to work when the training is for a full day.

8.07.04 The Company will designate the hotel(s) (single accommodation) that employees will utilize, including mode of transportation used, while away from base on training. However, in the interest of accommodating employee desires, a different hotel other than that designated by the Company may be used provided that the total cost of such accommodation, including transportation and applicable taxes, does not exceed the cost of that supplied by the Company. All expenses must be substantiated by receipts. The employee is responsible for the cancellation of the room booked by the Company, and for any cancellation charges. The employee will be responsible for booking alternate accommodations.

8.07.05 It is recognized that employees must be available for training. If for reasons beyond the employees control the employee cannot attend training, the Company will make every reasonable effort to train the employee at another time or at their base.

ARTICLE 9 – PROBATION

- 9.01 New employees hired into any classification by this Agreement will be required to serve a probationary period of six (6) calendar months from the first day of work, including training. In the event that a probationary employee is absent from work for any reason excluding regularly scheduled days off, for more than seven (7) calendar days during the six (6) month probationary period, the Company may extend the employee's probationary period by the number of days such employee was absent from work.
- 9.02 An employee shall not be required to serve more than one (1) probationary period.
- 9.03 In the event of a staff reduction, probationary employees will be affected in inverse order of seniority and will not have the right to bump another employee or to layoff. They will, however, be offered vacancies not bid by other employees.
- 9.04 The Company reserves the exclusive right to make any decision with respect to the discharge, discipline, release, or retention of an employee during their probationary period. Such right shall not be exercised in a manner which is arbitrary, discriminatory, or in bad faith.
- 9.05 Should an employee be terminated during their probationary period due to a shortage of work, at its sole discretion, the Company may re-hire the probationary employee within eighteen (18) months. If the probationary employee is re-hired, the employee will:
- (a) Retain seniority only for the period of time previously worked;
 - (b) Be given credit for any probationary time served in the previous eighteen (18) months.
- 9.06 **Licenses** – Aircraft Services employees will be required to obtain their D/DA license prior to the end of their probationary date. Licenses are a condition of employment and a requirement of the job.
- 9.07 **Restricted Area Identity Card (RAIC)** – Where required or mandated, employees must obtain a RAIC. The inability to obtain security clearance as a result of delay due to, for example, police checks, CSIS inquiry, or any other circumstance beyond the employee's control where the employee has complied in all respects with the pass application process will be subject to review with the Union.

ARTICLE 10 – SENIORITY, STAFF REDUCTIONS AND LAY OFF

- 10.01 Seniority will be established on a system basis and will be comprised of the following:
- 10.01.01 Bargaining Unit Seniority will date from an employee's permanent entry into any position covered by this Agreement. Subject to other provisions of this Agreement, seniority will govern in respect to:
- (a) Bidding of shifts (within each separate classification and location);
 - (b) Staff reductions and layoff;
 - (c) Filling of vacancies (in accordance with Articles 10 and 12);
 - (d) Vacation preference;
 - (e) Allocation of overtime;
 - (f) Preference for Time Bank use;
 - (g) Preference for leaves of absence;

- (h) Training;
- (i) Parachute Assignments;
- (j) Special Assignments.

Note: An employee's permanent entry date as it relates to Article 10.01.01 means the first day for which an employee is credited with time worked for pay purposes and time spent in training will be considered as time worked.

- 10.01.02 When an employee moves from one division to another they will take their seniority with them.
- 10.01.03 In cases where two (2) or more employees have the same division seniority date, the sequence of seniority will be determined by the application of the following in the order stated:
1. Company Service Date (date marking the beginning of continuous employment with the Company);
 2. Social Insurance Number, using the last three (3) digits reversed, the higher number being the more senior.
- 10.02 **Seniority Lists** - The Company will prepare, correct, amend, publish, and keep up-to-date Seniority Lists. Employees accepting a temporary position from full time to part time or part time to full time will not have their status changed on the Seniority List but will have comments stating temporary changes, start dates and end dates. Employees accepting Relief Status (RS) will show as RS on the Seniority List.
- 10.02.01 Not later than March 30th and September 30th each year, the Company will post at each location complete Seniority Lists described in Article 4 which will include employees as of March 1st and September 1st, respectively. These lists will show for each employee listed thereon, in order of seniority, the employee number, name, position, location, Company Service Date, Bargaining Unit Seniority Date, and sequencing determinant described in Article 10.01.03. Upon request of a Bargaining Representative, the Company will provide a working copy of the Seniority List.
- 10.02.02 It will be the responsibility of each employee to examine the list and make written request for any correction during the thirty (30) calendar days following posting. The request will be forwarded to the Company by way of the form described in Appendix 1 and in accordance with the instructions included on each Seniority List with a copy to Union Headquarters.
- 10.02.03 All requests for corrections will be acknowledged and will be actioned after consultation with the Union Bargaining Committee Chairperson within thirty (30) days of receipt. Any corrections will become effective immediately and will be incorporated in the next posted Seniority Lists.
- 10.02.04 Notwithstanding the foregoing, the Union may request corrections to the Seniority Lists at times other than those stipulated. Such corrections will become effective immediately and will be incorporated in the next posted Seniority Lists.
- 10.03 **Retention of Seniority**
- 10.03.01 Seniority will be maintained and accumulated during:
- (a) Absence due to layoff or "Off Duty Status";
 - (b) Sickness or Accident;
 - (c) Authorized Leave of Absence (subject to Article 11.01.08);
 - (d) Suspension with or without pay;

(e) Legal detention;

(f) Strike or lockout.

10.03.02 **Out of Scope** - When an employee accepts a position within the Company that is outside the scope of this Agreement the employee shall retain and accrue seniority for a period of eighteen (18) months provided they continue to pay Union dues. Before the eighteen (18) months expires, the employee will be permitted to return to their previously held position, or be allowed to bid to a vacancy in another position in accordance with Article 12.

1. An employee will be allowed to move a total of two (2) times during the term of the Collective Agreement, however the maximum duration of both assignments may not exceed eighteen (18) months. Furthermore, no single assignment shall exceed eighteen (18) months during the term of the Collective Agreement or when the assignment spans successive agreements;
2. The onus is on the employee to advise the Company and the Union that they no longer wish to continue paying Union dues therefore relinquishing any rights offered under the Collective Agreement;
3. If the Company and Union are not advised then the deduction of Union dues will continue for a period of up to eighteen (18) months;
4. Employees who elect not to continue to pay Union dues will be removed from the Seniority List and deemed to have resigned their former scoped position, unless the employee has accepted a position in another Union Bargaining Unit, but within the Company.

10.03.03 Resultant positions, unless otherwise determined between the Company and the Union will be filled as temporary vacancies for up to eighteen (18) months.

10.03.04 When an employee goes out of scope, their scheduled vacation gets dropped for the duration of their out of scope assignment.

10.03.05 If the employee returns from out of scope within the vacation calendar year, then they would be able to bid their unused entitlement on open vacation slots. Any unused vacation would be paid out at the end of the calendar year.

10.03.06 If the out of scope position goes into the following calendar year, and the employee has a known return to work date, they will be allowed to bid their entitlement for any vacation week(s) that are not in conflict with their out of scope assignment.

10.04 **Loss of Seniority** - An employee will lose their seniority and their name will be removed from the Seniority List only in the following circumstances:

- (a) When voluntarily leaving the Company;
- (b) When discharged for just cause and not reinstated;
- (c) When laid off for a period in excess of forty-eight (48) consecutive months;
- (d) Desertion of service (resignation without notice);
- (e) When deemed to have resigned pursuant to the provisions of this Agreement;
- (f) When the employee accepts a position outside the scope of this Agreement subject to Article 10.03.02;
- (g) When retired with or without pension;

(h) When not on an approved leave.

10.05 **Staff Reductions**

10.05.01 Prior to initiating a layoff the Company will advise the Bargaining Committee Representative of the extent of the layoff. Dependent upon the circumstances of the layoff, the Company may either provide notice to all who may be affected as per Article 10.05.03, or may serve notice to only those employees directly affected. In either event the following process will apply:

Note: The Union and Company agree that applying this language with the timelines stated in this article are intended to ensure that adequate notice of layoff is provided and that no employees schedule will be harmed as a result of the process.

10.05.02 Reductions will be made within the affected classification, status, and in the base affected in inverse order of seniority, including probationary employees. Employees covering a temporary vacancy at the base in the affected division shall revert to their permanent position/status prior to the commencement of the reduction.

10.05.03 Subject to the decision of the Company in Article 10.05.01, either those employees directly affected or those employees who may be affected, will be given no less than twenty-one (21) calendar days' notice in writing, personally, stating the date the staff reduction will be effected and, at the time the notice is given, will be provided with the following:

- (a) An updated seniority list applicable to their division;
- (b) A list of vacancies, which may be available to them under the provisions of Article 12;
- (c) Response to layoff notice.

If this notice is not hand delivered to the employee, it may either be sent registered mail or in some other fashion in which the delivery date is recorded.

10.05.04 An employee affected by a staff reduction may accept layoff or may either:

- (a) Use their Bargaining Unit Seniority to displace a junior employee in their division; or,
- (b) Use their Bargaining Unit Seniority to bid a vacancy in accordance with Article 12.

10.05.05 Within fourteen (14) calendar days of receipt of the notice provided for in Article 10.05.03, the employee will advise the Company, in writing, of their preferred option(s) and will list such option(s) in order of preference.

10.05.06 During the period between the receipt of the notice provided for in Article 10.05.03 and the expiry of the fourteen (14) calendar day period for the employee to advise the Company in writing of their decision to exercise bumping rights to another base or to fill a vacancy in another base, an employee will be provided with up to three (3) working days off with pay, to survey the base(s) which are available. Such time off will be granted as promptly as possible, consistent with the desires of the employee. Additional days without pay may be granted upon request. Free positive space transportation to these base(s) will be provided to the employee and spouse eligible for free and reduced transportation under Company policy. When a child accompanies the employee/spouse, the family will travel space available. Upon submission of an expense account, the service charge and taxes will be reimbursed.

10.05.07 Employees who do not advise the Company of their decision and/or preference within fourteen (14) calendar days will be laid off twenty-one (21) calendar days after receipt of the notice provided for in Article 10.05.03.

- 10.05.08 Employees will be provided with seven (7) calendar days' notice of a change of position in their base and thirty (30) calendar days' notice of change of position to another base. When an exception to the reporting date is desired by the Company or the employee, the employee's Bargaining Representative will be contacted and the employee will report to their new position on the date agreed to by the parties.
- 10.05.09 Should the Company issue layoff notices to those who may be affected, each employee who received such notice will be advised, in writing, of their situation regarding the staff reduction, within twenty-one (21) calendar days of receipt of the notice provided for in Article 10.05.03.
- 10.05.10 The Company may require an employee to remain in their position for a period of time in excess of the times contemplated in 10.05.08 pending a replacement. For a maximum period, an employee may be held over for thirty (30) days or by mutual agreement. However, if the employee was bumping to a position with a higher rate of pay, they will commence receipt of the higher rate on the first scheduled workday following the time limits as provided in 10.05.08.
- 10.06 **Recall**
- 10.06.01 An employee laid off from their own base will be recalled to work, prior to the Company seeking to fill the permanent vacancy from either the LOT list or hiring from the street.
- 10.06.02 When a permanent position becomes available, the Company will pull the recall list, verify the list, and offer the position to those eligible employees in seniority order. Each employee will be notified by phone call and email. Each employee once notified will have seventy-two (72) hours to respond, either accepting or declining the recall.
- 10.06.03 A recall list shall be maintained by the Company and will be copied to the Chair of the Committee when any amendments are made, but at a minimum twice per year in June and December.
- (a) The member will accrue seniority up until being recalled to their original position. If declined the employee would immediately stop accruing seniority and they must file LOT (letter of transfer). When offered LOT, if declined, the employee cannot file another LOT for twelve (12) months from the date of declining. At the end of the forty-eight (48) month layoff period if the employee has not accepted a position and/or is still on layoff they will be considered as resigned;
- (b) Should an employee on the recall list accept a permanent position outside of their original base their name shall also be removed from the recall list;
- (c) Should an employee accept an out of scope position that extends beyond eighteen (18) months, their name shall also be removed from the recall list.
- Note:** For recall rights, status means FT/PT. Relief Status (RS) not included on the recall list. Refer to LOU #7, Relief Status Lines.
- 10.06.04 Should an employee on the recall or lay off list accept a temporary position under the scope of the agreement, their layoff period shall be extended beyond forty-eight (48) months to include all time spent working the temporary position.
- 10.06.05 Should an employee accept layoff as a result of base closure and if the Company re-opens the base in accordance with all the provisions of Article 2, and if their original position/status does not exist upon reopening, those on the recall list will have first opportunity for all positions in their classification at the base in seniority order, prior to hiring.
- 10.06.06 An employee who remains on the recall list upon expiry of the recall period, shall be entitled to receive severance pay.

10.07 **Off Duty Status**

- 10.07.01 The following terms and conditions will apply to employees in the event of temporary disruptions to operations caused by third-party industrial relations dispute, an act of terrorism, or a sudden temporary cessation of work caused by an Act of God. The Union at the Headquarters level will be advised orally or in writing prior to any utilization of this Article. The Company will be responsible for arranging and paying the cost of transportation back to home base for any employee who is out of base on Company business at the time the disruption occurs.
- 10.07.02 All provisions of the Collective Agreement not specifically modified by the following will remain in effect. Any dispute arising from the terms and conditions of this will be referred to the Headquarters level as soon as possible without prejudice to the Union's right to initiate a formal grievance.
- 10.07.03 Only those employees who are not required to work during the period the Company's services are affected shall be placed on Off-Duty Status hereafter referred to as O.D.S.
- 10.07.04 Seniority within each base and classification will be the determining factor as to whom will be kept on duty except that employees may request personal Leaves of Absence without pay where such leaves will avoid another employee being placed on O.D.S. Such leaves shall be termed voluntary O.D.S. and will be subject to the provisions of Article 10.07.12 and Article 10.07.13 and shall remain in effect until the provision of Article 10.07.14 become effective. Employees electing for voluntary O.D.S. will be advised of the above conditions prior to the leave being granted.
- 10.07.05 The Company shall provide notice of O.D.S., in writing, to only those employees who are not required to work. An employee placed on O.D.S. will be given a minimum of forty-eight (48) hours' notice which may be verbal but which will be confirmed in writing not later than forty-eight (48) hours after commencement of O.D.S.
- 10.07.06 As soon as possible after implementing the provisions of this letter the Company will produce and issue a letter to each employee on O.D.S. This letter will include a summary of Employment Insurance Commission procedures to be followed by the employee, the effect on Company insurance plans and benefits, and any other relevant information.
- 10.07.07 An employee who the Company is unable to contact to advise of O.D.S. will be placed on O.D.S. and the written notice provided for in Article 10.07.05 and Article 10.07.06 will be sent to the employee's last known address.
- 10.07.08 An employee who is out of the station and, who, due to an inability to travel, the Company is unable to contact to advise of work assignment will not be disciplined. Such employee will be placed on O.D.S. but will be returned to work within twenty-four (24) hours of the Company having knowledge of their return to the station, provided his or her seniority is sufficient to retain a work assignment.
- 10.07.09 The shift schedules of employees who are retained on duty may be altered to conform with major changes in the normal hours of work requirements at a location. Notice of any change to shift starting and terminating times will be provided to each affected employee at least twenty-four (24) hours in advance of the starting time of their originally scheduled shift or their new shift, whichever is the earlier. Notice of any change to days on and days off will be provided to each affected employee at least seventy-two (72) hours in advance of their originally scheduled day on or their originally scheduled day off, whichever is earlier.
- 10.07.10 There shall be no overtime at any station where employees are on O.D.S. except where employees on O.D.S. are not willing to provide the required coverage. Additional staff requirements shall be filled by returning employees on O.D.S. to duty in order of seniority.

- 10.07.11 Training which has been arranged and is ongoing at the time the Company's operations are affected will proceed as scheduled, subject to availability, and the Company will investigate the possibility of providing further training during the reduction in service. If it is found that further training can be provided, all such programs shall be subject to mutual agreement between the Union and the Company, at the Headquarters level.
- 10.07.12 An employee on vacation will continue on vacation and will be placed on O.D.S., if applicable under Article 10.07.03, upon the date of his or her scheduled return from vacation. An employee kept on duty or an employee placed on O.D.S. will commence vacation as scheduled.
- 10.07.13 An employee receiving disability insurance benefits will continue to receive those benefits until they are scheduled to return to work at which time they will be placed on O.D.S., if applicable. An employee whose illness commenced before the reduction of operations and who has not yet completed the waiting period will receive disability insurance benefits as scheduled, subject to satisfactory proof of disability.
- 10.07.14 All insurance plans and benefits will continue in full force and effect during any period of O.D.S. and the employee's contribution to such plans and benefits will be collected by payroll deduction on their return to work. Unless otherwise agreed by the employee, such deductions will be at a rate of thirty-seven dollars and fifty cents (\$37.50) per pay until such time as the amount owing is repaid.
- 10.07.15 Notification of return to duty may be verbal, but must be later confirmed in writing, and will state the effective date of the return to duty.
- 10.07.16 An employee will be allowed a reasonable length of time to return to duty. The Company shall notify the Bargaining Representative the date of return.
- 10.07.17 Employees placed on O.D.S. will continue to accrue service and seniority.
- 10.07.18 If employees have not been called to return from O.D.S. within ninety (90) days of having been placed on O.D.S., the situation will no longer be considered temporary and the provisions of Articles 10.05 and 10.08 will apply.
- 10.08 **Laid off Employees**
- 10.08.01 If an employee has insufficient seniority to bump or chooses not to bump, or if no vacancy exists or the employee is unable to or chooses not to fill a vacancy, the employee will be placed on layoff effective twenty-one (21) calendar days after receipt of the notice provided for in Article 10.05.03 except in those cases where a delay may be required for a senior employee to assume the position of an effected employee.
- 10.08.02 An employee who has been laid off shall have the ability to file Letters of Transfer to any position in either or both full time or part time status, which will be awarded in accordance with Article 12.
- 10.08.03 In the event the Company plans to staff a new base or location, employees on lay off and the Local Bargaining Committee Representative, will be notified as promptly as possible in order that the employee(s) may file a Letter of Transfer to that station in advance of any of the resulting vacancies being filled.
- 10.08.04 Employees, when laid off, must file their address with the Company in writing and keep them notified of any subsequent change of address.
- 10.09 **Moving**
- 10.09.01 When an employee moves from one base to another as a result of a staff reduction they will receive the moving expenses and allowance provided for in the following:

- 10.09.02 **Moving Expenses** - Employees will be entitled to moving expenses outlined in this Article if they are laid off and are displacing the most junior employee in their classification, or if they are displacing another employee or filling a vacant position as a direct result of the closure of their base. Other employees moving as a result of either a lay off or being bumped will be entitled to moving expenses of up to five thousand dollars (\$5,000.00) upon submission of receipts related to the costs of moving.
- 10.09.03 Free positive space available air transportation on the Company's system to the new base for the employee and the members of their immediate family who are currently residing with the employee to the extent permitted by law.
- 10.09.04 Automobile expenses at fifty-one cents (\$0.51) per kilometer, or such greater amount as provided for under Company policy, for the movement of the employee's automobile to the new base. A second automobile may qualify for the expenses subject to the relative cost of shipping.
- 10.09.05 Relocation expenses of two-thousand five hundred dollars (\$2,500.00) to cover resettlement costs. The amount shall only be claimed when an actual move occurs. Relocation expenses in excess of the non-taxable limit set by Revenue Canada (currently \$650.00) will be supported by original receipts or a letter from the employee certifying that they will incur expenses as per the non-accountable expense listing which is provided by Revenue Canada.
- 10.09.06 Costs associated with the sale of the employee's present home or the breaking of the lease of their present home and/or the purchase of a new home at the new base. Such costs will include real estate fees, legal and notary fees, etc., up to a maximum of eight thousand dollars (\$8,000.00). Receipts will be required.
- 10.09.07 Reasonable living expenses for the employee and dependent members of their family at the new base for a period not exceeding two (2) weeks. Receipts will be required. In extenuating circumstances this period may be exceeded in which case special arrangements will be made with the authorization of the department head.
- 10.09.08 Time off with pay for five (5) calendar days at such time as the employee deems necessary for the establishment of a permanent domicile at the new base in coordination with the Area Manager, no request will be unreasonably denied and these moving days shall be awarded within twelve (12) months of the start at the new base.
- 10.09.09 Moving expenses for personal effects of up to 6,818 kilograms (15,000 pounds) gross weight provided the employee moves their residence to a place within their new base. Should an employee elect to move their residence to a place outside of their new base, the employee will be allowed only those moving expenses applicable to a move within their new base.
- 10.09.10 The Company will provide employees who are eligible for a Company-assisted move with the full details of the moving allowances and any other assistance available as soon as the move is known or upon request by the employee.
- 10.09.11 Any expenses to be paid pursuant to this Agreement will be paid to the employee no later than twenty-one (21) calendar days following submission of the claim by the employee.

ARTICLE 11 – LEAVES OF ABSENCE AND SICK LEAVE

11.01 Leaves of Absence – Voluntary

- 11.01.01 When the requirements of the Company permit, an employee, upon request through their immediate manager, may be granted a voluntary leave of absence without pay for a period exceeding thirty (30) consecutive calendar days but not exceeding one (1) year. Requests for thirty (30) consecutive calendar days or less will be handled as time off in accordance with Article 14.03. Copies of such leaves granted will be forwarded to the appropriate Bargaining Committee Representative. The approval/denial of any such request shall not be unreasonably withheld. And notice of the decision shall be provided to the Chair of the Bargaining Committee.
- 11.01.02 Requests for leaves of absence will be considered in order of seniority among those on hand from the location at the time of granting.
- 11.01.03 The Company will indicate its approval of the leave in writing copied to the Union Bargaining Representative, including 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.
- 11.01.04 If the employee wishes to return to work prior to the approved termination of the leave, the employee will make the request to the designated management person. The request will be in writing at least fourteen (14) calendar days in advance of the requested termination date. In extenuating circumstances, the fourteen (14) day requirement may be waived. The Company will provide a response to the request in writing with a copy to the Local Bargaining Committee Representative within seven (7) calendar days of its receipt and may authorize a return to work on the date requested or another day mutually acceptable to both Company and employee, or the Company may deny the request.
- 11.01.05 When a leave of absence is terminated prior to the originally approved date, no other employee will be displaced. The Company will advise the employee and the Local Bargaining Representative in writing of its decision on the request to terminate the leave.
- 11.01.06 A leave of absence may be extended beyond the expiry date of the original leave upon written request to the Company, and in consultation with the Union Bargaining Committee Representative in reference to Article 11.01.02 and Article 11.01.08, provided the request is received no later than fourteen (14) days prior to the termination of the original leave of absence and provided there is mutual agreement between the Company and the Union Bargaining Committee Representative to extend the leave of absence. The Company will provide a response to the request within seven (7) calendar days of its receipt.
- 11.01.07 An employee who engages in other employment while on leave of absence will be deemed to have resigned unless they have specific permission to engage in such other employment from the Company. Such permission will not be refused unreasonably.
- 11.01.08 Seniority for all purposes will continue to accrue during the first ninety (90) consecutive calendar days of the leave of absence. On termination of a leave of absence which extends beyond ninety (90) consecutive calendar days, the employee will be assigned an adjusted Seniority Date which will reflect that part of the leave of absence which exceeded ninety (90) consecutive calendar days.
- 11.01.09 If desired by the employee, benefits coverage will be provided with the employee paying the full cost of premiums.

11.02 **Reassignment, Maternity, Parental Leave, and Emergency Leave**

Employees will be granted reassignment of duties, Maternity, Parental Leave and Emergency Leave in accordance with the relevant provisions of the Canada Labour Code. 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.

11.02.01 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 they are unable to work by reasons related to the pregnancy or health of the child and indicating the duration of that inability.

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 An employee on a Maternity, Parental or Compassionate 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.

11.02.06 In any event, any additional leave provided under this clause will be for a maximum period of six (6) months.

11.03 **Parental Leave** - Upon request, an employee will be granted, without loss of pay, two (2) days of leave at the time of the birth or adoption of their child.

11.04 **Leave of Absence - Union Business**

11.04.01 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. The Union will advise the Company of the name of such employee, the term of the leave and the purpose. The Union will repay the Company for the Company's costs incurred in employee benefit plans and the employee will continue to pay their contributions to the Company. The Company will provide the employee with free and reduced rate transportation benefits in accordance with Free and Reduced Rate Transportation regulations. Transportation required by the employee for the execution of their duties will be provided as outlined in Article 18. The employee will continue to accrue seniority and service while on leave of absence

11.04.02 An employee on a leave of absence Union Business 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 as agreed between the Company and employee.

11.05 **Bereavement Leave**

11.05.01 In the event of the death of an employee's spouse (including common-law partner) or children of the employee or spouse, the employee will be granted seven (7) consecutive calendar days (working or non-working days) leave without loss of pay commencing on the day immediately following the day of death or notification of death whichever comes later.

- 11.05.02 In the event of the death of an employee's mother (or step-mother), father (or step-father), brother (or step-brother), sister (or step-sister), grandparent (or step grandparent), grandchild, or the death of a spouse's or common-law partner's parent, sibling, grandchild, grandparent (or step grandparent), or any relative with whom the employee resides, the employee will be granted five (5) consecutive calendar days leave without loss of pay commencing on the day immediately following the day of death or notification of death whichever comes later. Notwithstanding the foregoing, upon written request of the employee, the employer shall allow the bereavement leave without loss of pay, to be taken in two (2) periods not to exceed five (5) calendar days in total.
- 11.05.03 In unusual circumstances where the deceased is not a member of the immediate family (e.g., guardian), bereavement leave will be at the discretion of the Company.
- 11.05.04 Should circumstances warrant, bereavement leave may be extended with or without pay on approval of the appropriate management person. Such leave will not be unreasonably denied. Management agrees to act in a fair and equitable manner when providing additional time for bereavement leave.
- 11.05.05 An employee who leaves work to commence bereavement leave will receive their regular pay for the entire shift but will not have that day counted as bereavement leave.

11.06 **Personal Leave**

11.06.01 Employees will be allowed a maximum of five (5) days in each calendar year for the following purposes:

- (a) Carrying out responsibilities related to the health or care of any of their family members;
- (b) Carrying out responsibilities related to the education of any of their family members who are under 18 years of age;
- (c) Addressing any urgent matter concerning themselves or their family members;
- (d) Attending their citizenship ceremony under the [Citizenship Act](#).

The first three (3) days will be with pay, provided the employee has completed three (3) consecutive months of employment.

The employee requiring such leave will endeavor to provide as much notice as possible to their immediate manager and will provide if requested and as reasonably practicable, documentation upon their return to work to support the reason(s) for the leave. Personal leave days will not count as an occurrence for the purpose of the Attendance Wellness Program (AWP). Employees who misuse personal leave day(s) will be subject to disciplinary action.

11.07 **Emergency Leave**

11.07.01 Emergency leave may be granted to an employee for an emergency situation, which the Company considers to be legitimate grounds. Should the Company determine this leave to be without loss of regular pay, it will be for a maximum of three (3) consecutive days. Additional time may be with or without pay at the discretion of the Company.

11.08 **Jury Duty and Court Appearance**

11.08.01 Employees who are subpoenaed to serve as a juror or appear as a witness will be granted leave without loss of pay for that purpose. If the employee receives other compensation for this time, it will be turned over to the Company.

11.09 **Absence from Work**

11.09.01 It is recognized that situations can arise under extenuating circumstances which are unavoidable and which could not be preplanned. In such circumstances, when an employee is unavoidably kept from work, they shall not be discriminated against. An employee unavoidably kept from work must advise their Manager in time so that relief can be arranged and upon return must provide specific reason for such absences. Such absences will be without pay.

11.09.02 Employees who need to attend court for matters not covered in Article 11.08.01 will not be unreasonably denied the time off and may use their time bank. The Company may ask for documentation related to the absence(s).

11.10 **Sick Leave**

11.10.01 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 below.

11.10.02 On January 1st of each year, employees who have completed their probationary period shall be entitled to ten (10) days of sick leave with pay for the current year. Probationary employees are entitled to 3 sick days after 30 days of employment and one (1) sick day for each full calendar month of employment thereafter to a maximum of ten (10) days in the calendar year.

11.10.03 Unused days from each calendar month may be accumulated, to a maximum of thirty (30) days.

11.10.04 Accrued sick leave credits will be reduced when an employee is absent due to illness or injury until such time as the credits in their sick bank are exhausted or disability insurance benefits commence following a seven (7) calendar day waiting period. Absences which are less than one-half (½) of the employee's shift will only result in a one-half (½) day debit from the employee's sick bank. Absences of one-half (½) day or more will result in a full day debit from the employee's sick bank.

The Company may require proper medical documentation to substantiate any absence for sick leave of three (3) or more consecutive days.

Notwithstanding, where there is a record of excessive absenteeism or when specific information is obtained by the Company that indicates abuse the Company may require medical documentation as proof of illness. Such requests will not be made in an arbitrary manner.

The Company will reimburse the employee for the cost, subject to applicable Provincial guidelines, of acquiring the medical documentation.

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

11.10.06 In order to qualify for sick leave with pay, an employee must make every reasonable effort to notify the Company of their intended absence due to illness or injury at least one (1) hour prior to the commencement of their shift.

11.10.07 In the event that an employee is injured during the performance of their duties and as a result is unable to complete their shift, they shall receive compensation for the entire shift.

11.10.08 Paid sick leave is for the sole and only purpose of protecting the employee against loss of income while they are legitimately ill or injured. Any employee using these provisions for any other reason may be subject to discipline.

11.10.09 The unused portion of an employee's sick leave credits will accrue and at the employee's option a maximum of twenty-five (25) unused sick days may be paid out on retirement or applied towards early retirement equivalent of eight (8) hours a day for full time employees. Part time calculation will be the average of the previous ninety (90) days to a maximum of eight (8) hours per day.

- 11.10.10 The applicable pay for the pay out of sick leave credits will be the employee's regular rate of pay in effect immediately prior to their retirement or early retirement.
- 11.11 **Family Violence Leave** - The Company and Union recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as absent with permission. Every employee who is a victim of family violence or who is the parent of a child who is a victim of family violence is entitled to and shall be granted a leave of absence from employment of up to 10 days in every calendar year.
- If the employee has completed three consecutive months of continuous employment with the employer, the employee is entitled to the first five days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.
- The leave of absence may be taken in one or more periods. The employer may require that each period of leave be of not less than one day's duration.
- The employer may, in writing and no later than 15 days after an employee's return to work, request the employee to provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

ARTICLE 12 – TRANSFERS AND FILLING OF VACANCIES

- 12.01 Employees who wish to change status (i.e. part time to full time, or vice versa), or transfer to another base or classification or division shall enter an electronic Letter of Transfer (LOT) on JazzNet. Employees shall enter their preferences list, in order of preference, the classification, status and base to which they wish to move.
- 12.02 **Selection**
- 12.02.01 Selection of employees for vacancies will be by seniority order, subject to the employee having the proper licenses and language capability as per the Official Languages Act.
- 12.02.02 Vacancies will be filled in the following order:
- (a) From within the division of the vacancy;
 - (b) From within the other division;
 - (c) External hire.
- 12.02.03 An employee who wishes to move from the Aircraft Services Division to the Customer Service Division must file a LOT and must participate in an interview, which may include a typing test, to assess their Customer Service skills. Selection will be made by seniority from among those employees who have successfully completed the interview. The interview process will be reviewed with the Union at Headquarters level and a Union Representative may attend the interview. Should an employee not successfully complete the interview, the Company will advise the employee of the reasons therefore in writing, with a copy to the Union.
- 12.02.04 Employees who wish to transfer classifications within their own division shall attend a familiarization meeting to assess and evaluate their knowledge, skills and abilities of the job in order to determine training requirements. The familiarization meeting will form part of the overall evaluation outlined in Article 12.02.05.

- 12.02.05 Employees who have transferred from one division to another, or within their own division will be allowed an appropriate familiarization or training and trial period of up to six (6) months in which to demonstrate their ability to perform the requirements of the job. The Company may not curtail such period without just cause before it has run its normal course. In the event the employee is not able to complete the training or trial period, including passing tests given during the training period, or cannot satisfactorily perform the job at the completion of the training and trial period, they will be returned to their former position/assignment, and any other employee who has been transferred because of the re-arrangement of positions will also be returned to their former position/assignment.
- Note:** The term “assignment” applies only to permanent Leads or Senior Leads.
- 12.02.06 Employees who have accepted a LOT to another base for a permanent position under this Article must work in the new base for a minimum of six (6) months prior to being able to LOT to a temporary vacancy at another base.
- 12.03 Letter of Transfer (LOT) Call-out Process
- Prior to LOT being actioned, Article 10.06 (Recall) to apply.
- 12.03.01 On the day managers receive a LOT list, they are to call all employees on the list in the same day. The manager shall also forward a copy of the LOT list to the Local Bargaining Representative on the day that they receive the list.
- 12.03.02 The manager is to notify the employees of the vacancy and that they have forty-eight (48) hours to respond if they want to accept the position. The manager is to clearly state that the position will be awarded according to seniority and that if someone more senior calls back within the time frame, the more junior employee will not receive the position.
- 12.03.03 After the last employee has had forty-eight (48) hours to respond, the manager will call back the most senior employee who responded to notify them that they have been awarded the vacancy and will also notify the Local Bargaining Representative.
- 12.03.04 The manager will then call all employees who responded, but were more junior, to inform them that a more senior employee had accepted the position.
- 12.03.05 The onus is on the employee to ensure that accurate contact telephone numbers are provided.
- 12.03.06 In order for a LOT to remain valid, it must be renewed between January 1st and January 10th of each year. LOTs not renewed during this time frame will be removed from the transfer list. LOTs may be submitted and/or withdrawn at any time.
- 12.03.07 A vacancy for which there is not a LOT on file will be posted system-wide for seven (7) days prior to an external hire.
- 12.04 **New Bases** - Whenever the Company establishes a new base covered by this Collective Agreement, it will announce its decision and the expected time of activation of such new base to the Union as soon as possible.
- 12.04.01 When a new base is established in any classification covered by this Agreement, and/or a classification is established in a base where it did not previously exist, all vacancies will be bulletined immediately and posted for fourteen (14) days at all bases and locations where employees are covered by this Agreement.
- 12.05 New hire employees are not entitled to file a LOT in their probationary period, except to change status within their base or classification. At the end of their probationary period they may file a LOT to other bases and/or classifications.

- 12.06 All notices to an employee under Article 12 will be in writing, copied to the employee's Bargaining Representative.
- 12.07 The Company will provide the Bargaining Representative with notice of the employee awarded a vacancy within fourteen (14) days of the award.
- 12.08 **Exchange of Base/Location/Status** – Employees who have completed their probationary period may file a request with the Labour Relations Department to exchange base/location/status with another employee in the same classification. Such requests will be reviewed by the Company and the Bargaining Committee and will be actioned following approval by the Company and the Union, subject to final written acceptance by the employees involved. Such exchanges will not create a vacancy and approval of the exchange will not be unreasonably withheld. All costs associated with the exchange will be the responsibility of the employees involved and the provisions of Article 10.09 will not apply.
- 12.09 **Temporary Vacancies**
- The following provisions have been agreed upon as the method to be used for offering temporary vacancies to employees prior to hiring off the street.
- 12.09.01 Where temporary vacancies within the scope of this Agreement are created by the Company, they will be for a period of a minimum of thirty (30) days to a maximum of six (6) months, except in the case of coverage for the following, where the temporary vacancy shall be for the duration of the absence of the affected employee:
- (a) Maternity, Parental or Child Care Leave;
 - (b) Authorized leave of absence in excess of six (6) months;
 - (c) Absence on Weekly Indemnity or LTD;
 - (d) Absence on Workers' Compensation;
 - (e) Out of scope assignment(s) as per Article 10.03.03.
- 12.09.02 Full-time temporary vacancies will be offered to employees by seniority, in the following order:
- (a) A full-time employee in the classification at the location who wishes to exchange shift rotations with the temporary vacancy shift will be accommodated subject to Article 6.03.05;
 - (b) An employee holding RS status;
 - (c) Part-time employees in the classification at the location;
 - (d) Employees who are laid off in the division from the base;
 - (e) Employees in the division at the base;
 - (f) Employees who have submitted an LOT as per Article 12.
- Note:** Should the vacancy be filled in accordance with (a) or (b) above, the resultant vacancy may only be filled through (c), (d), (e), and (f) above.
- 12.09.03 **Part time temporary vacancies** will be offered to employees by seniority, in the following order:
- (a) Full time employees in the classification at the location;
 - (b) An employee holding RS status;

- (c) Part time employees in the classification at the location where part time core lines exist who wish to exchange shift rotations with the temporary vacancy shift will be accommodated subject to Article 6.03.05;
 - (d) Employees in the division at the base;
 - (e) Who are laid off in the division from the base;
 - (f) Employees who submitted a LOT as per Article 12.
- 12.09.04 Temporary vacancies subject to the LOT process will be offered as per the timelines in Article 12.03.
- 12.09.05 Acceptance of a temporary vacancy will not prevent an employee from applying for or being awarded a permanent vacancy.
- (a) When an employee covering a temporary vacancy accepts a permanent vacancy, the employee will transition to the permanent vacancy at a time that is mutually agreed to between the Company and the Union;
 - (b) An employee covering a temporary vacancy cannot maintain their temporary vacancy if they have accepted – a permanent position consistent with the provisions of Article 12.09.05;
 - (c) The resulting temporary vacancy will be re-offered consistent with the provisions of Article 12.09;
- 12.09.06 An employee who accepts a temporary assignment under this Article shall return to their previous position at the end of the temporary assignment or may displace a junior employee working a temporary assignment in their classification and location or displace an employee covering a vacancy from another division.
- 12.09.07 Where a temporary position within the scope of this Agreement, not covered by the exceptions listed above, extends to six (6) months plus a day and the parties have not mutually agreed, in writing, that this position may be extended, the Company must either immediately cancel the temporary vacancy and return the employee working the temporary vacancy to their previous position, or declare a permanent vacancy with the incumbent temporary employee having no prior claim or preference to the position.
- 12.10 **Selection Process - Leads and Senior Leads**
- 12.10.01 The Company shall establish all Lead and Senior Lead schedules based on operational requirements and in accordance with Articles 6.03.01 and 6.03.02.
- 12.10.02 The Company shall schedule time for performing the additional duties and responsibilities of a Senior Lead.
- 12.10.03 The decision to introduce, maintain or terminate a Lead or Senior Lead position will rest with the Company.
- 12.10.04 Leads and/or Senior Leads will not be directly involved in the discipline of another employee.
- 12.11 **Lead Positions**
- 12.11.01 Bids for Lead positions will only be accepted from qualified employees in that classification and location.
- 12.11.02 Qualifications shall be established by the Company, where two (2) or more applicants have the qualifications, seniority shall govern the appointment.

- 12.11.03 The Company will assess the ability of the employee to do the job during an appropriate trial period not to exceed sixty (60) days. If the employee cannot effectively perform the job, they will be returned to their former position. The Company will not curtail the trial period without just cause before it has run its normal course.
- 12.11.04 Temporary vacancies will be filled in seniority order by qualified employees at the location.
- 12.11.05 In the event of a reduction in the number of Lead positions the reduction will be effected in reverse order of seniority.
- 12.11.06 A Lead Agent may relinquish their position with at least thirty (30) days' notice. The Lead will be returned to their former position.
- 12.11.07 When a lead is on vacation, banked time, shift trade, training, or away during their regularly scheduled shift, the most senior qualified employee on base will be paid the premium in Article 5.06.05 to perform the lead functions as described in Article 4.01.02.
- 12.12 **Senior Lead Position**
- 12.12.01 All permanent positions will be posted on a system-wide basis.
- 12.12.02 Temporary vacancies will be filled by the designated back-up Senior Lead. Employees will be paid the Senior Lead rate for the duration of the vacancy. Should the back-up Senior Lead not be able to perform the back-up Senior Lead role, it will be offered in seniority order to all qualified employees on base. Should the function go unfilled from within the base, the scheduling and payroll function will revert to an alternate Senior Lead at another base.
- 12.12.03 Qualifications shall be established by the Company and an interview process will be used to determine whether an applicant has the qualifications to do the job. Where two (2) or more applicants have the qualifications, seniority shall govern the appointment.
- 12.12.04 The Company will assess the ability of the employee to do the job during an appropriate trial period not to exceed one hundred and eighty (180) days. If the employee cannot effectively perform the job, they will be returned to their former position. The Company will not curtail the trial period without just cause before it has run its normal course.
- 12.12.05 Upon the delivery of written notice and demonstration of just cause, the Company may relieve a Senior Lead of their duties and return them to the schedule at the base at which they were assigned provided they have the seniority to hold the position. If the Senior Lead does not have the seniority they may exercise their rights under Article 12.
- 12.12.06 A Senior Lead may relinquish their position with at least sixty (60) days' notice. Must be a vacancy in their base that they can move into without causing a bump or layoff to occur.
- 12.13 **Premium and Concierge**
- 12.13.01 The decision to introduce, maintain or terminate a Premium or Concierge Agent position will rest with the Company.
- 12.14 **Senior Lead Mentorship** – Employees to be selected in accordance with Parachute/Special Assignment Protocols (Articles 8.04.03 and 8.04.03.01) to apply experience and availability. This will usually be selected within the region.

ARTICLE 13 – GENERAL HOLIDAYS

13.01 The following will be deemed to be holidays within the meaning of this Article:

New Year's Day	Good Friday
Labour Day	Thanksgiving Day
National Day for Truth & Reconciliation	
Victoria Day	Remembrance Day
Canada Day**	Christmas Day
Boxing Day	*One (1) Civic Holiday (as proclaimed by the Municipality where the employee works)

* **St. Jean Baptiste Day - Province of Quebec and any other day that may be proclaimed by the Federal Government to be a holiday.**

** **Canada Day – Will follow the provisions of the Holidays Act.**

An employee whose regularly scheduled day off falls on a holiday shall be paid a stat credit that is equivalent to their regular full-time shift.

13.02 If operational requirements necessitate a reduction of staff levels on any particular holiday, the Company may offer the holiday off to employees in order of Classification Seniority at each location. If there are insufficient volunteers, the Company may assign the day off in inverse order of Classification Seniority within each location. Those employees who elect or are assigned to take the holiday off will be given the day off with pay. Those employees who work the holiday will receive one and one-half times (1½X) for all hours worked, plus a stat credit equivalent to their regular full-time shift. In any case, the employee on each shift will be given no less than fourteen (14) calendar days' notice of the change for that holiday.

13.03 Hours worked by an employee consecutive with the scheduled shift will be credited at one and one-half times (1½X), up to a combined total (scheduled shift + overtime) of twelve (12) hours. Thereafter overtime hours be credited at double time (2X).

13.04 If the overtime is the result of being called to work on a scheduled day off which is also a holiday the employee shall be paid two times (2X) for all hours worked plus a stat credit equivalent to their regular full-time shift.

ARTICLE 14 – TIME BANK

14.01 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 two hundred (200) hours. Hours in excess of these maximums will be cleared on the employee's pay cheque for each pay period. Employees may make withdrawals from their time bank for the following purposes and in the following manner.

14.02 **Vacation** – During the period between September 1st to September 15th, the employee may designate time from their time bank to set aside to be taken as vacation in the following calendar year in accordance with Article 15. Each multiple of forty (40) hours designated will constitute seven (7) calendar days' vacation. For clarity, the maximum number weeks of time bank purchased vacation that an employee may purchase will not exceed four (4) weeks.

14.03 **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 and will not be unreasonably denied;
- (b) Time off requests for more than thirty (30) consecutive calendar days will be handled in accordance with Article 11.01 (Leaves of Absence – Voluntary);
- (c) Subject to (a) above, employees who request time off prior to the cut-off for the preferential bid will be granted the time off on the basis of Classification Seniority. Similar requests made after the cut-off for the preferential bid will be granted on a first-come, first-served basis;
- (d) 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;
- (e) The applicable time will be deducted from the time bank on a time for time basis when the time off is taken.

14.04 **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 payroll.

- 14.05
- (a) Once a year at a time of the employee's choice, an employee may have the pay to be received pursuant to Article 14.04 directly deposited by the Company into their Registered Retirement Savings Plan (RRSP) without tax deduction subject to their having provided the necessary authorizations required for the deposit to conform with the requirements of the Income Tax Act.
 - (b) Up to four (4) times per calendar year, at a time of the employee's choice, an employee may have the pay to be received pursuant to Article 14.04 directly deposited by the Company into their Jazz sponsored Registered Retirement Savings Plan (RRSP) without tax deduction subject to their having provided the necessary authorizations required for the deposit to conform with the requirements of the Income Tax Act.

14.06 Requests for time bank withdrawals will be made in writing by the employee using the form described in Appendix #2.

ARTICLE 15 – VACATIONS

15.01 **General**

15.01.01 An employee will receive annual vacation with pay in accordance with their years of service as provided for in Article 15.02.

15.01.02 Vacation is not cumulative and will be taken during the vacation year in which it is earned except as provided for in Article 15.03.04 or 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 for which it was earned, and including the vacation carry-over provided for in Article 15.03.05, will bid the vacation after all other employees have bid their vacation for the current year and will not affect the current year vacation of any other employee.

15.01.03 The vacation year will be January 1st to December 31st.

15.01.04 Vacation will be taken in consecutive calendar days and consistent with Article 15.02.03.

15.01.05 While there will be no embargo on vacation times, it is recognized by the parties to this Agreement that restrictions on the number of employees allowed to take vacation at the same time may be necessary but such restrictions will not be unreasonable and must be declared prior to the employees selecting their vacation dates after consultation with the Union Bargaining Representative. For the purpose of calculating the number of employees allowed on vacation at any one time, the following chart shall be used:

1 week to 37 weeks	1 vacation slot per day
38 weeks to 103 weeks	2 vacation slots per day
104 weeks to 155 weeks	3 vacation slots per day
156 weeks to 207 weeks	4 vacation slots per day
208 weeks to 259 weeks	5 vacation slots per day

15.01.06 Vacation times available to covered employees will not be affected by the vacations of other Company personnel.

15.01.07 Assigned vacation periods will not be changed by the Company except by mutual agreement between the employee and the Company.

15.01.08 An employee may cancel their scheduled vacation a maximum of three (3) times per year. Cancellations will not be accepted until all vacation bids are complete, except in cases of extenuating circumstances. The employee will submit their re-bid with the cancellation notice. The cancellation must be submitted by the tenth (10th) of the month prior to the shift bidding for that month in which the vacation was originally scheduled.

15.01.09 Where, during their vacation an employee is otherwise entitled to disability benefits, sick leave or any other approved leave of absence, they will be entitled to elect to discontinue disability benefits, sick leave or other benefit and take their vacation, with pay, as scheduled. Alternatively, the employee may take vacation with pay at a time not desired by another employee.

15.01.10 It is recognized and agreed that under no circumstances will employees perform work for the Company during their scheduled vacation dates. Employees who wish to do so must request a change to their vacation dates under Articles 15.01.07 and 15.01.08.

15.02

Entitlement

YEARS OF EMPLOYMENT (as of December 31 st in every year)	ENTITLEMENT
Less than one (1) year	Eight (8) hours for each twenty-six (26) calendar days of service
One (1) year but less than six (6) years	Eighty (80) Hours
Six (6) years but less than ten (10) years	One hundred and twenty (120) Hours
Ten (10) years but less than fifteen (15) years	One hundred and sixty (160) Hours
Fifteen (15) years and over	Two hundred (200) Hours

15.02.02

Employees laid off under the provision of Article 10, employees on disability or employees on a personal leave of absence under the provisions of Article 11.01, and employees whose employment is terminated will have their vacation entitlement reduced to the following, according to the number of calendar days employed.

DAYS OF EMPLOYMENT	ENTITLEMENT (HOURS)			
	80	120	160	200
1 to 26	8	16	16	20
27 to 52	16	24	32	40
53 to 78	24	40	48	60
79 to 104	32	48	64	80
105 to 130	40	64	80	100
131 to 156	48	72	96	120
157 to 182	56	88	112	140
183 to 208	64	96	128	160
209 to 234	72	108	142	180
Over 235	80	120	160	200

15.02.03

A vacation week is seven (7) consecutive calendar days, regardless of what shift an employee is working.

15.03

Selection

15.03.01

Vacation dates will be allocated in order of Bargaining Unit Seniority and seniority preference at each location and in each classification.

15.03.02

Notwithstanding the foregoing, the allocation of vacation dates may be revised by mutual agreement between the Company and the Bargaining Representative following review prior to the employees selecting their vacation dates.

- 15.03.03 No later than October 1st of each year, the Company will post a bulletin, which will include a calendar for the vacation year, listing employees in order of seniority in each location, and showing each employee's total vacation entitlement, including additional vacation entitlement from the time bank. 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 15.03.01, their selection and names will be noted on the bulletin.
- 15.03.04 Employees will select vacation dates by noting their selection on the posted bulletin no later than October 31st or in accordance with procedures developed for the location by the Company and Bargaining Representative. An employee may also designate up to forty (40) hours vacation to be bid at a later date and in accordance with Article 15.03.10.
- 15.03.05 An employee may split their vacation entitlement into a number of blocks equivalent to their work schedule (includes time bank conversions). In such case, an employee's first preference will be in order of Classification Seniority, with the awarding of their subsequent preferences occurring only after other employees have made their selections. The subsequent preferences will be awarded in order of Classification Seniority.
- 15.03.06 Employees on an approved leave (STD, LTD, WSIB, Maternity, Parental, Personal, Compassionate, etc.) and with a known return to work date in the vacation calendar year will exercise their right to bid vacation. Employees on STD, LTD and WSIB will provide a medical note to substantiate their return to work date.
- 15.03.07 An employee who fails to select their vacation dates in accordance with Article 15.03.03 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 10th and in the event they fail to select, they will be allocated vacation dates by the Company from those that are available.
- 15.03.08 No later than November 30th, the Company will post a bulletin in each base showing the allocation of vacation dates for each employee.
- 15.03.09 In the event an employee's days on and days off are revised and the revision affects their vacation dates, the employee will be permitted to revise their vacation dates to coincide with the revised days on and days off.
- 15.03.10 An employee who designates up to forty (40) hours vacation to be bid at a later date may bid the dates as follows:
- (a) Forty (40) hours to be taken in the current vacation year at a vacation time which had not been bid by another employee;
 - (b) Forty (40) hours to be taken in the next vacation year, to be bid after all other employees have bid their vacation for the current year;
 - (c) In both cases, competing bids from employees would be handled in the location in order of Bargaining Unit Seniority.
- 15.04 **Waiting List** - Vacation dates, including those subject to Article 10.03.04, which become available after the allocation of vacation dates will be offered in order of seniority to employees who are on a waiting list maintained by the Company and, once accepted, will become their allocated vacation dates. The Employer will provide a copy of the waiting list and any subsequent changes to the Local Bargaining Representative.
- 15.05 **Vacation Pay**
- 15.05.01 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.

- 15.05.02 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.
- 15.05.03 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.
- 15.05.04 In the event the vacation entitlement is prorated, each multiple of seven (7) days will be paid in accordance with Article 15.05.03 and fractions of seven (7) 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.
- 15.05.05 The comparison between the employee's regular rate of pay and the percentage of gross earnings provided for in Articles 15.05.03 and 15.05.04 will be done by the Company at the end of each calendar year. The employee will be paid the difference, if any, by the end of February.
- 15.05.06 In the last cycle of vacation in the calendar year and failing hours in the vacation entitlement, the employee can choose to take leave without pay, or may elect to come back to work early, or may choose to take time bank. The employee is required to advise the company prior to the preferential bid of their intensions.
- 15.05.07 During the calendar year, employees will henceforth be given the option to either (a) request hours from their time bank or (b) use their remaining vacation entitlement hours to cover the work cycle.
- 15.05.08 When paid vacation hours have been prorated due to any and all conditions applicable under 15.02 and 15.02.02, there will not be any requirement by the employee to use time bank hours to account for any difference in the prorated paid vacation entitlement and vacation entitlement owed based on years of service.

ARTICLE 16 – GRIEVANCE PROCEDURE, ARBITRATION, DISCIPLINE, AND DISCHARGE

- 16.01 All grievances or disputes will be settled finally and conclusively by the procedures described in this Article without interference with or a stoppage of work.
- 16.02 A "Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any questions as to whether any matter is arbitrable.
- 16.03 Time spent by the grievor(s), and employees (including Union Representative) required to attend, during their normal hours of work, a grievance hearing at the Informal Step, Step 1 or Step 2, or a disciplinary investigative hearing will be considered as time worked and will be paid accordingly. The parties will endeavour to schedule such meetings during the normal hours of work of those attending.
- 16.04 Union Representatives will be recognized in discussing any grievance or complaint of any employee.
- 16.05 **Designates** - At any stage of the grievance procedure, the Company or Union may appoint a designate. Where a Company decision is rendered by a designate, that decision becomes the final decision for that level.
- 16.06 **Individual Grievance** - If an employee and/or a Union Representative has a grievance it will be handled in the following manner.
 (a) **Informal** - After knowledge of the incident causing the grievance, the employee will try to adjust the matter with their immediate Supervisor alone or accompanied by a Union Representative or will request the Union Representative to try to adjust the matter on their behalf;

- (b) **Step 1** - If the informal step does not resolve the matter, a written grievance may be submitted by the Union Representative to the Manager of Customer Service concerned within ten (10) working days from the time the employee and/or Union Representative became aware of the grievance or the time of the last informal discussion, whichever is the later and subject to leaves of absence, sickness, vacations or other absences. Such grievance will state the type of grievance, the Article(s) allegedly violated and a short outline of the facts giving rise to the grievance. A meeting will be held between the Union Representative and the Manager within ten (10) working days from receipt of the grievance. During the meeting, the Union may have the presence of the employee(s) involved. The Manager will attempt to adjust the grievance without delay, but will give a written answer to the Union Representative no later than five (5) working days after the meeting;
- (c) **Step 2** - If the grievance is not resolved at Step 1, it may be appealed, in writing, by the Union District Chairperson to the Company designate concerned within ten (10) working days after receipt of the Company's decision at Step 1. A meeting will be held between the Union Regional Bargaining Committee Member and the Company designate within ten (10) working days from receipt of the appeal. During the meeting, the Union may have the presence of the employee(s) involved. The Company designate will attempt to adjust the grievance without delay, but will give a written answer to the Union Regional Bargaining Committee Member no later than ten (10) working days following the meeting. If the grievance is not resolved at this step, it may be advanced by the Union to arbitration, or any other procedure provided for in the Canada Labour Code. The process of Mediation/arbitration will be used if both parties agree.

16.07 **Policy/Group Grievance** - When the grievance has a general application and/or will affect more than one employee, the Bargaining Committee Representative may submit a written grievance to the Labour Relations Department. Such grievance will state the type of grievance, the Article(s) allegedly violated and a short outline of the facts giving rise to the grievance. A Management Representative from the Labour Relations Department and the Bargaining Committee Representative will meet within ten (10) working days of the receipt of the written grievance.

The Management Representative will attempt to adjust the grievance without delay, but will give a written answer to the Bargaining Committee Representative within fifteen (15) working days of the hearing and this answer will be considered the Company's Step 2 response. If the grievance is not resolved at this step, it may be advanced to arbitration by the Union. The process of mediation/arbitration will be used if both parties agree.

16.08 **Mediation/Arbitration** - Where the Company and Union agree, a grievance which is not resolved at Step 2 may be submitted to mediation/arbitration in the following manner.

- (a) No later than twenty (20) working days following receipt of the Step 2 decision, the National Union may serve notice of its intent to submit the grievance to mediation/arbitration, in writing, to the Labour Relations Department. This notice will include the name of the Arbitrator who is to be contacted first to determine their availability. The Company will respond to the notice within ten (10) working days following receipt. Failing agreement to proceed with mediation/arbitration, the grievance may be processed in accordance with Article 16.09;
- (b) The Arbitrator will be selected from the panel and hearings will be scheduled in the manner provided for in Article 16.09 (c) and (d). Mediation/arbitration process is outlined in LOU # 4.

16.09 **Arbitration** - Where a grievance is not resolved at Step 2 the matter may be submitted to arbitration by a single arbitrator in the following manner.

- (a) No later than twenty (20) working days following receipt of the Step 2 decision, the National Union may serve notice of intent to arbitrate, in writing, to the Labour Relations Department. This notice will include the name of the arbitrator who is to be contacted first to determine their availability;

- (b) A panel of arbitrators will be mutually agreed to by the parties and such panel will be listed in Appendix #10 of this Agreement. Empanelled arbitrators may be removed by mutual agreement between the parties and vacancies will also be filled by mutual agreement. In the event that no mutually agreed arbitrator is empanelled, the party serving notice of intent to arbitrate may request the Minister of Labour to appoint one for each case;
- (c) 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 their availability. If that arbitrator is not available within ninety (90) 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. When the next grievance is filed to arbitration, the above process will begin with the arbitrator following the arbitrator who had been the first contacted to determine their availability for the immediately preceding grievance filed to arbitration;
- (d) Scheduling of arbitration hearings will also be subject to the availability of the Company and Union Representatives and witnesses provided this does not lead to an undue delay in the holding of the hearing(s);
- (e) The arbitrator will hold hearings at which the Company and Union will have the full opportunity to present evidence, witnesses and argument in a process consistent with the requirements of natural justice. The arbitrator will have all of the authority and powers conferred upon an arbitrator pursuant to the provisions of the Canada Labour Code;
- (f) The arbitrator will issue a written award and will have the authority to render any decision which they consider just and equitable. However, such decision will not be inconsistent with the provisions of this Agreement nor will it alter or modify any of its provisions;
- (g) The arbitrator's decision will be final and binding on the Company, the Union and the employee(s) involved;
- (h) The Company and Union will share, equally, the expenses and fees of the arbitrator.

16.10 **Witnesses** - During the arbitration or mediation/arbitration procedure, the Union and Company may have any witness (es) present who can give evidence on the matter in question. Employees who are Union witnesses will be given time off for a time sufficient for them to appear with such time off being handled as Time Off for Union Business in accordance with the provisions of Article 18.03.

16.11 **Time Limits**

- (a) Time limits specified in the grievance, arbitration or mediation/arbitration procedure may be amended by mutual agreement;
- (b) Working days means Monday to Friday and excludes Saturdays, Sundays and Statutory Holidays, as it relates to time limits in the grievance procedure;
- (c) Any grievance which has been answered in Steps 1 or 2, will be considered settled on the basis of the last answer given unless appealed to the next step, arbitration or mediation/arbitration;
- (d) The Company and Union recognize the desirability of complying with the time limits provided for and will do their best to so comply. However, the parties also recognize that these time limits should not be applied in a highly technical or unreasonable way unless either party suffers undue prejudice.

Discipline, Suspension or Discharge

- (a) The Company will advise the Union Representative and the employee of the reason for the meeting prior to holding an Article 16 investigation. No employee will be dismissed, suspended or otherwise disciplined except for just and reasonable cause;
- (b) Employee(s) will not be disciplined in any manner prior to an investigative hearing into an incident or issue where discipline, suspension or discharge is contemplated. The employee(s) will have the right to produce witness(es) and evidence at the meeting and will have a Union representative present;
- (c) The Company may, at its own discretion, suspend an employee pending investigation into an incident or issue. An employee will not suffer a loss in pay until such time as a hearing has taken place as provided in (b) above and a decision made and communicated in writing to the employee. The Company will not be restricted from conducting investigative hearings or taking disciplinary actions due to the unavailability of Union Representation. The Company will advise the Union at Headquarters level should there be difficulty in obtaining a Union Representative and allow the Union a reasonable period of time to rectify the situation prior to proceeding with either the investigative hearing or disciplinary action;
- (d) If, in the course of a normal interview, evidence is adduced that would lead the manager to contemplate suspension or discharge, the interview will be immediately adjourned without further discussion of the incident or issue and an investigative hearing will be arranged as provided for in (b) above;
- (e) When disciplinary action is taken, the employee will be provided with a written notice of discipline which will set out the action being taken, the reasons for the action, the period of time the disciplinary reference will remain on the file pursuant (J) below and their right to initiate an appeal under the grievance procedure;
- (f) The Union District Chairperson will receive a copy of all disciplinary notices issued to an employee in their District. The Union will have the right to seek clarification of such notices;
- (g) Employees who feel they have been unjustly dealt with may appeal the Company's decision through the Union. Such appeal will be initiated at Step 1 of the grievance procedure as provided for in Article 16.06. However, where the decision to discipline, suspend or dismiss was made by the Manager of the Department concerned, the Union will have the right to initiate the appeal directly at Step 2;
- (h) The Company's decision in the case of an appeal may either uphold a previous Company decision, fully exonerate and reinstate the employee with no loss of pay or benefits, or render such intermediate decision as may be considered just and equitable;
- (i) **Written Complaints** - All written complaints about employees received by the Company will be open to inspection by representatives of the Union, and a copy given to the employee affected.
- (j) **Disciplinary Records** – Disciplinary actions resulting from misdemeanor offenses will be removed from an employee's record after one (1) year. Records of more serious disciplinary actions will be removed after two (2) years;
- (k) **Personal File** – Employees will be given access to their personal file upon request. When authorized by the employee in writing, Union Representatives will have access to an employee's personal file upon request.

ARTICLE 17 – HEALTH AND SAFETY

17.01 The Company will take all necessary precautions to maintain safe, sanitary and healthful conditions at all workplaces and will, as a minimum, fulfill all of its obligations under Part II of the Canada Labour Code. Health and safety are of paramount importance to all personnel and all employees also have obligations under Part II of the Canada Labour Code, including the obligation to bring any situation which represents a hazard to the health and safety of the employees to the attention of the Health and Safety Committee/Representative.

17.02 **Right to Refuse** - It is recognized that consistent with the provisions of Part II of the Canada Labour Code, employees may refuse to use or operate a machine or thing, to work in a place or to perform an activity, if the employee while at work has reasonable cause to believe that:

- (a) The use or operation of the machine or thing constitutes a danger to the employee or to another employee; or
- (b) A condition exists in the place that constitutes a danger to the employee; or
- (c) The performance of the activity by the employee constitutes a danger to the employee or to another employee.

However, an employee may not, under this Article, refuse to use or operate a machine or thing, to work in a place or to perform an activity if:

- (a) The refusal puts the life, health or safety of another person directly in danger; or
- (b) The danger referred to above is a normal condition of employment.

17.03 The Company will post at a place accessible to every employee and at every place directed by a Labour Canada Health and Safety Officer:

- (a) A copy of Part II of the Canada Labour Code;
- (b) A statement of its general policy concerning the health and safety at work of employees;
- (c) Any other printed material related to health and safety that may be directed by a Health and Safety Officer or that is prescribed; and
- (d) Will make readily available to employees for examination, in printed or electronic form, a copy of the regulations made under Part II that apply to the workplace.

17.04 **Health and Safety Committees**

17.04.01 Health and Safety Committees will be established for each workplace according to the following:

Number of Employees	Committee Size
20 – 199	One (1) selected by the Union, One (1) selected by the Company
200+	Two (2) selected by the Union, Two (2) selected by the Company

17.04.02 **Health and Safety Representatives** - At workplaces with less than twenty (20) employees, the Union will appoint a Health and Safety Representative.

- 17.04.03 **National Health and Safety Coordinator** - In addition to the foregoing, the Union will appoint an employee to the position of National Health and Safety Coordinator to be responsible for assisting Health and Safety Committees and Representatives in the discharge of their duties and for meetings with the Company at the Headquarters level on matters related to health and safety, including meetings of the Health and Safety Policy Committee.
- 17.04.04 **Health and Safety Policy Committee** - A Policy Committee will be established as required under Part II of the Canada Labour Code. The Union's National Health and Safety Coordinator will be the Union's Representative on this Committee.
- 17.04.05 The Company and Union will advise the other of the names of the committee members and Representatives appointed. The Committees/Representatives will, as a minimum, fulfill their obligations under Part II of the Canada Labour Code including but not limited to meeting as required, monitoring all practices needed to enable the health and safety of employees and considering, without delay, all situations involving hazardous conditions and practices brought to its attention.
- 17.04.06 The Company will post and keep posted, in a conspicuous place or places where they are likely to come to the attention of employees, the names, workplace telephone numbers and work bases of all of the members of the base Health and Safety Committee or of the Health and Safety Representative.
- 17.04.07 **Health and Safety Committee Members** - Health and Safety Representatives and the National Health and Safety Coordinator are entitled to such time from their work as is necessary to carry out their functions and any time spent by them while carrying out any of those functions will, for the purposes of calculating wages owing to them, be deemed to have been spent at their work.
- 17.04.08 Where practicable, no complaint will be instituted with the Government Agency concerned prior to presentation to the Health and Safety Committee.
- 17.05 **Protective Clothing, Devices and Safety Equipment** - 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.
- 17.05.01 In addition to the foregoing the Company will provide protective clothing to each employee, for their personal use, for de-icing of aircraft.
- 17.06 **Safety Footwear Allowance** - The Company will pay employees working in positions where the work or working conditions make the use of safety footwear mandatory a footwear allowance of two hundred dollars (\$200.00) within thirty (30) days of hire or entry into a covered classification and two hundred dollars (\$200.00) thereafter payable on the first pay in May and October of each year. Where a replacement is required due to a workplace accident, the allowance will be made available earlier. The maximum safety footwear allowance paid in a calendar year will be four hundred dollars (\$400.00) plus two percent (2%) increase annually. Subject to compliance with the Code and when approved in writing by an employee's doctor, non-CSA approved safety footwear will be covered under this Article.
- 17.07 **Working Alone**
- 17.07.01 No employee will be required to work alone or without regular observation between 2100 and 0600.
- 17.07.02 Any question with respect to this Article 17.07 will be referred to the employee's Manager who will rectify the matter.
- 17.07.03 If the employee's Manager is unable to rectify the problem, the matter will then be referred to the Health and Safety Committee/Representative, Company Safety Officer and the Union Representative.

- 17.07.04 The application of Articles 17.07.02 and 17.07.03 will have no effect on an employee's right to refuse under Article 17.02.
- 17.08 **Hearing Protection**
- The Company shall provide CSA standard hearing protection, at no cost, for each employee, who perform duties on the ramp (including probationary employees), for their personal use.
- 17.08.01 **Audio Testing**
- Employees in the Aircraft Services Division who are exposed to high levels of noise on an ongoing basis will be provided with an annual audiometric testing. Other classifications will be included in this testing should the Health and Safety Policy Committee recommend. ACS Bargaining Representatives will be advised of the times/dates/base/location.
- 17.08.02 **Fitted Hearing Protection**
- The Health and Safety Policy Committee will review the use of fitted hearing protection. Where the Committee finds that such hearing protection meets the required standards employees in the Aircraft Services Division who are exposed to high levels of noise on an ongoing basis will be provided with fitted hearing protection at the current cost sharing arrangement.
- 17.09 **Hazardous Material**
- The Company shall inform employees of any hazardous material, which they will be required to handle, and of any special handling requirement for such material. All applicable Material Safety Data Sheets will be kept current and made available to employees.
- 17.10 **Bomb Threat**
- The Company will not require employees to participate in searches of Company equipment, property or premises in the event of a bomb threat.
- 17.11 **Inclement Weather** - Cabin Services personnel will be provided with heat and/or light in the performance of their duties should conditions so require. This shall not apply to emergency work on aircraft for immediate use.
- 17.12 **Picket Line** - An employee in the Bargaining Unit covered by this Agreement shall have the right to refuse to cross a legal picket line if their safety is in jeopardy. Failure to cross such picket line in such circumstances shall not be considered a violation of this Agreement and shall not be cause for discipline or discharge; however, the employee(s) will be deducted pay for time off.

ARTICLE 18 – UNION-MANAGEMENT COMMUNICATIONS

- 18.01.01 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.
- 18.01.02 Union Management meetings will be held at least once each calendar quarter at the Headquarters level to promote better communications, mutual respect and understanding between the Company and its employees, to discuss ways and means of improving working conditions, methods, operating efficiency, maintenance of good morale and to provide for advance discussion of changes effecting the work or working conditions of employees. The dates for such meetings will be established in advance but may be altered or cancelled by mutual agreement. Minutes of such meetings will be prepared and made available to all concerned following approval of both parties.
- 18.01.03 Union Management meetings will not be considered as being in lieu of the grievance procedures.
- 18.02 **Letter of Understanding**
- 18.02.01 Any Letter of Understanding negotiated between responsible officers of the Company and the Union Bargaining Committee 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 the appropriate representatives of both parties.
- 18.03 **Union Representatives**
- 18.03.01 The Union will notify the Company in writing of the names of its elected or appointed representatives.
- 18.03.02 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 the attendance at Union meetings at various levels; the Company further recognizes the importance of the role of Union Officers in carrying out the functions of Union business. It is therefore agreed that Union Representatives may 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 Representatives to afford as much notice as possible of such needs, and to clear their activities both with their own Supervisors and with the Supervisors of the employee and personnel involved in any problem situation.
- 18.03.03 Where the Union requests time off for employees to attend pre-scheduled educational training, the Company will, subject to being given a minimum two (2) weeks advance notice, ensure those employees so designated will be released from duty to a maximum of one (1) per location with additional employees released subject to operational requirements. Where less than two (2) weeks advance notice is provided, the release from duty will be subject to operational requirements. The Union will request such time off from the Company at the Headquarters level and such requests to the Company will afford as much notice as possible.
- 18.03.04 Time off for which the Company has agreed to absorb the cost on a lost time basis will include meetings with the Company. In addition, the Company will absorb the cost of lost time due to Union business up to a maximum of two thousand five hundred and eighty (2,580) hours per calendar year. Time from this bank will be limited to members of the Union Bargaining Committee, District Chairpersons and any other Union Executive.
- 18.03.05 Except as provided for in Article 18.03.04, the Union will bear the cost of all “actual time” lost by the Union members and Representatives while participating in activities authorized by the Union. This will include but is not limited to: Union conventions, executive meetings and meetings to discuss internal Union business. The Union will provide reasonable notice and the time off will not be refused unreasonably, nor will it be rescinded once approved.

- 18.03.06 The Union will be billed for the time off except in those situations where the Company has agreed to absorb the cost. The Company will utilize the timekeeping system to assemble actual time off request(s) as submitted for release by the Union. The time billed will be the actual scheduled time lost and no account will be taken of the fact that in some cases the absent employee may not be replaced, or that the employee may be replaced at overtime rates. In any case, the employees involved will not be debited or removed from the payroll.
- 18.03.07 Space available passes for transportation over the Company's lines will be issued on request and without service charge to Union Representatives who are Company employees and to any other Union Representatives who are Union Vice-Presidents or full time employees of the Union. When meetings with the Company are involved, the employee will be provided with free "positive space" transportation over the lines of the Company consistent with rules governing positive space business travel. Such passes will only be used in the execution of their duties.
- 18.04 **Corporate Reorganization** - In the event the Company changes ownership, merges with another Company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the Union recognition and/or certificate issued by the Canada Industrial Relations Board then in existence will not be affected in any way except as otherwise governed or directed by the Board. The Company further agrees to enter into negotiations with the Union relative to protection of employees' seniority and other conditions of this Agreement. Failing settlement, the provisions of the Canada Labour Code will apply.
- 18.05 **Legal Protection** - The Company will, upon receipt of written request from an employee, defend or participate in the defense of that employee or their estate, to the degree requested, in any legal action arising in connection with the performance of their duties, and will protect and hold them harmless from any judgment rendered in the performance of their duties, save in the case of gross negligence or willful misconduct. The employee will receive their regular rate of pay for the time lost due to attendance at meetings with their legal counsel and any court appearances, and reasonable expenses incurred as a result.
- 18.06 **Technological Change** - The Company and the Union agree that in the event of technological change the Canada Labour Code provisions pertinent to technological change will apply.
- 18.06.01 Technological change has the same meaning as in the Canada Labour Code.
- 18.06.02 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Company's operations. Where technological change is to be implemented, the Company will seek ways and means of minimizing adverse effects on employees which might result from such changes.
- 18.06.03 The Company agrees, except in cases of emergency, to provide the Union with not less than one hundred and twenty (120) days' written notice of the introduction or implementation of technological change when it will result in significant changes in employment status or working conditions of the employees.
- 18.06.04 In all other cases, where the introduction or implementation of the technological change will result in significant changes in the working conditions of a substantial number of employees the Company shall, within thirty (30) days of the notice given under Article 18.05.03, consult with the Union concerning the effects of the technological change. Such consultation shall include, but not necessarily be limited to the following:
- (a) The approximate number, class and location of employees likely to be affected by the change;
 - (b) The effect the change may be expected to have on the working conditions of employees.

- 18.06.05 When, as a result of technological change, the Company determines that an employee requires new skills or knowledge in order to perform the duties of their position, appropriate training will be provided.
- 18.07 **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.
- 18.08 **Orders in Writing** - All orders to an employee involving a change in locations, bases or assignment, promotion, demotion, discipline, discharge, lay off, leave of absence and vacation dates will be stated in writing with copies to the employee's Local Bargaining Representative.
- 18.09 **Company Manuals** - The Company will make available to all employees, manuals and policies affecting the working conditions of employees and will provide copies of such, together with revisions thereto, to the Union as requested.
- 18.10 **Paid Education Leave**
- 18.10.01 The Company agrees to pay into a special fund, established by the Union, three thousand dollars (\$3000.00) per month for the purpose of providing paid education leave. Such 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, Unifor and sent on a quarterly basis by the Company to the following address: Unifor Canada PEL Fund, 205 Placer Court, Willowdale, Ontario M2H 3H9 with cheques made payable to the Unifor Leadership Training Fund.
- 18.10.02 Subject to having received adequate advance notice to allow the hours to be included in the monthly bid process, members of the Bargaining Unit selected by the Union to attend such courses, will be granted a leave of absence for up to twenty-three (23) days of class time, as required by the Union, plus travel time where necessary. Such time may be taken intermittently over a twelve (12) month period from the first day of leave. Employees on such leave of absence will be considered as being on time off for Union business as provided for in Article 18.03.05.
- 18.11 Data to be supplied to the Union with each remittance required under Article 22.01.06, the Company will supply the Union with a list containing the following information: employees by base, classification and rate of pay; employees on layoff; newly hired employees, including transferees; employees on leave of absence and the reason; employees on Accident & Sickness, Long-term Disability or Workers' Compensation; addresses and postal codes.
- 18.12 **New Employee Introduction** - The Company agrees to allow a Union Representative one (1) hour of time during new employee initial training, and without the presence of Management, in which to address the new employee on various aspects of the Union and the Collective Agreement. The Union representative will be selected by the Union and the one (1) hour of time will be absorbed by the Company on a lost time basis. Any additional time required will be as provided for in Article 18.03.05.
- 18.12.01 The Company and Union recognize the value of training/orientation programs for employees. It is understood that the Company shall utilize their training instructors to provide required training for new or transferring employees within thirty (30) days of the commencement in the new position. No employee will suffer a loss of pay due to lack of available training. Extensions to this time period will not be unreasonably withheld.
- 18.13 **Bilingual Communication** - All bulletins posted by the Company in Quebec and New Brunswick will be in both official languages and shall be posted at the same time.
- 18.14 Travel privileges will be in accordance with the current Air Canada program that exists between Jazz Aviation and Air Canada.

18.15 Employees who have exited the Company on a VSP (subject to the conditions of LOU #6) may be re-hired at the Company's sole discretion if the former employee has received all of their severance payments/entitlements.

ARTICLE 19 – GENERAL

19.01 Uniforms

19.01.01 Uniforms will be worn and maintained by employees who are in a position established as requiring a uniform according to standards prescribed by the Company.

19.01.02 The cost of the initial uniform items will be shared equally between the Company and the employee and the employees' share will be payroll deducted at the rate of thirty dollars (\$30.00) per month from the last pay of the month. When a change in design or colour of a uniform item or accessory is implemented by the Company, the Company shall pay the full cost of the mandatory components for the initial issue.

19.01.03 Effective in the year following commencement of employment, a uniform account will be established for each employee, which is to be used for the purchase of replacement uniform pieces and accessories from the list below.

January 1st of every year the Company will credit the account in the sum of two hundred and twenty-five dollars (\$225.00) effective January 1st, 2023. This amount shall be increased by two percent (2%) annually beginning in 2024.

19.01.04 Basic uniform items and accessories shall be provided in the quantities indicated below. All uniform pieces shall have a useful life of twenty-four (24) months except all-weather coat, parka, winter scarf, and gloves which shall have a life of thirty-six (36) months. The Company personal identification pin (brevet) will be paid one hundred percent (100%) by the Company and shall be worn to conform to Company uniform standards.

An initial CSA/STOC uniform will consist of:

	FEMALE	MALE
Jackets	2	2
Skirts / Pants / One-piece Dress	Any combination of three (3) items	-
Trousers	-	3
Blouses / Shirts	8	8
Dress Scarves	2	-
Ties	-	3
Belts	2	2
All Weather Coat	1	1
Winter Scarf	1	1
Cardigan	1	1

OPTIONAL	FEMALE	MALE
Tapestry Vest	1	2
Maternity Dress / Jumper	Any combination of two (2) per pregnancy	-
Parka	1	1
Leather Gloves	1	1
Purse	1	-

19.01.05 Northern bases will have the option of purchasing a down-filled uniform parka. The Company will pay fifty percent (50%) to a maximum of two hundred and fifty dollars (\$250.00).

19.01.06 A pregnant employee will contact the Uniform supplier directly to order their maternity uniform. The items included in the maternity uniform are as supplied for the Company. These items may be totaled and interchanged for a combination of six (6) pieces.

19.01.07 The Company will maintain a serviceable supply of shop coats for CSAs who handle cargo.

19.02 **Cleaning Allowance** -The Company will provide a monthly cleaning allowance of thirty dollars (\$30.00) upon date of ratification which shall be increased by two percent (2%) annually to employees who work any portion of the month in CSA/STOC classifications.

19.02.01 **Uniform Footwear Allowance** - The Company will pay employees a footwear allowance of one hundred and ten dollars (\$110.00) within thirty (30) days of hire or entry into a covered classification and one hundred and ten dollars (\$110.00) thereafter payable on the first pay in May and October of each year. The maximum footwear allowance paid in a calendar year will be two hundred and twenty dollars (\$220.00).

19.03 **Work Wear** - Work clothes will be provided to all employees working in Aircraft Services/Cargo.

19.03.01 On an annual basis, a supply of four (4) sets of work clothes, each set to consist of the following:

- (a) A pair of work pants; and
- (b) One (1) shirt; or
- (c) One (1) coverall.

Each employee will have the option of specifying any combination of these items, including specifying long or short-sleeved shirts or coveralls, up to a maximum of four (4) sets. In addition, employees will have the option of exchanging shirts as follows: each shirt may be exchanged for two (2) t-shirts or one (1) golf shirt (maximum two) or one (1) sweatshirt (maximum two) or one (1) turtleneck shirt (maximum two) on an annual basis and having one of their coveralls insulated.

- 19.03.02 The following items will be provided every two (2) years:
- (a) One (1) winter parka;
 - (b) One (1) light jacket;
 - (c) One (1) belt;
 - (d) One (1) light insulated vest.
- Each employee will have the option of exchanging a winter parka or light jacket for a mid-weight lined jacket.
- 19.03.03 Where the job duties require, employees will be provided with one (1) set of rainwear. Rainwear will have no specified life and will be replaced on an exchange basis, subject to Company approval.
- 19.03.04 **Maintenance and Cleaning** - The Company will provide a monthly uniform cleaning expense allowance of twenty dollars (\$20.00) per month to all employees (two percent (2%) escalation each year).
- 19.03.05 **Damaged Uniforms** - The Company shall repair or replace, at no cost to the employee, any part of a damaged uniform when such damages were caused while performing duties and not by the negligence of the employee and provided proof thereof is furnished.
- 19.04 Employees shall be permitted to wear an official Union or Local Union membership pins on their uniforms.
- 19.05 **Locker/Storage Facilities** - Employees working in the Aircraft Services Division will be entitled to full size lockers where space permits installation.
- 19.06 **Parking** - Parking will be provided by the Company for present positions at airport locations. Existing plug-ins will continue to be provided.
- 19.07 **Cash Advances** - The Company agrees to continue the practice regarding cash advances.
- 19.08 The Cost of Living Allowance "COLA" is based on increases in the Consumer Price Index. To be applied only to uniform and cleaning allowances upon ratification.

ARTICLE 20 – BENEFIT AND INSURANCE PLANS

- 20.01 The Company agrees to maintain the level of and the ratio of Company/employee contributions to, the various benefit and insurance plans including Group Life Insurance, Accidental Death and Dismemberment Insurance, Accident and Sickness Insurance, Short/Long Term Disability Insurance, Medical and Hospital Insurance, Dental Insurance Vision Care, except as may be mutually agreed to between the Company and the Union Bargaining Committee. The Company further agrees to provide all available information relative to such benefit and insurance plans. Cost sharing of fifty percent (50%) Company and fifty percent (50%) employee will remain in effect for the term of this Agreement.
- (a) Benefit maximums (paramedical expenses and disability maximums) will be increased by two percent (2%) annually;
 - (b) Vision maximums will increase from two hundred dollars (\$200.00) to four hundred dollars (\$400.00);
 - (c) Dental implants will be included under restorative surgery.

20.01.01 In the event of a dispute between the employee/Union and an insurer or carrier concerning the payment of benefits under any such policies or plans, the Company will, if requested by the employee/Union, discuss the matter with the insurer or carrier as the case may be in an attempt to adjust or settle the dispute and the employee/Union will be advised accordingly.

In the event the dispute results from a conflict between the summary of the employee's benefit plan and the terms of the contract or contracts with the insurance carrier(s) through no fault of the employee, the document providing the greater benefit will prevail and, if necessary, the Company will be responsible for providing the benefit(s).

The Company reserves the right to make the necessary correction to the summary which would then apply in the future. In the event the dispute involves the Company's failure to arrange for the necessary coverage with the result that the employee is denied coverage under the plan(s) by the carrier(s), or the coverage provided is not to the extent required, the Company will be responsible for providing the benefit(s).

20.01.02 **Continuation During Leave** - Employees who wish to continue their participation in benefit and insurance plans during a leave of absence without pay, except maternity or child care leave, or lay off may do so, within the 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.

Employees on maternity or child care leave who wish to continue their participation in benefit and insurance plans during their leave may do so subject to the employee, within a reasonable time, paying the employee share of the contributions for such plans for the period of the leave.

20.01.03 **Delayed Disability Claims** - For any period of total disability and where either the employee's Workers' Compensation or Accident and Sickness Insurance claim has been delayed, the employee will, subject to completing an assignment form agreeing to reimburse the Company, receive an amount equal to the anticipated benefit for the period not exceeding sixty (60) calendar days.

20.02 **Pension Plan** - Employees who are members of the Plan prior to the ratification date ("Pre-ratification employees") will make semi-monthly contributions through payroll deductions equal to six percent (6%) of their pensionable earnings (including premiums, overtime, recall and statutory holiday credits) subject to clauses (a) and (b) below. The Company will continue to contribute on behalf of each Pre-ratification employee an amount equal to six percent (6%) of the member's pensionable earnings (as defined above), subject to clauses (a) and (b) below. Additional voluntary contributions by the member will be as provided in the Plan terms.

(a) Pre-ratification employees with less than five (5) years of service will have a one-time option to elect to reduce their semi-monthly contributions to match their years of service based on the chart in Appendix #9. If the employee elects to reduce their contribution amounts, the Company will also reduce its contributions based on the member's years of service as outlined in the chart in Appendix #9. Progression through the chart in Appendix #9 on and after the election date will be based on the increase in the Pre-ratification employee's years of service.

(b) As of January 1st, 2021, the Company contribution will increase to seven percent (7%) for employees with 14+ years of service as of that date. Company contributions will be based on the member's pensionable earnings (including overtime, recall, and statutory holiday credits).

Employees who are hired on or after the ratification date (“Post-ratification employees”) will be enrolled in the Defined Contribution Pension Plan on the first day of the month following successful completion of the probationary period. Each Post-ratification employee who becomes a member of the Plan is required to make semi-monthly contributions through payroll deduction, based on their pensionable earnings (including premiums, overtime, recall and statutory holiday credits), equal to the percent amounts outlined in Appendix #9. The Company will make semi-monthly contributions on behalf of each Post-ratification employee who becomes a member based on the member’s pensionable earnings (as defined above), at the rate outlined in the chart in Appendix #9. Progression through the chart will be based on the increase in the Post-ratification employee’s years of service. Additional voluntary contributions by the member will be as provided in the Plan terms.

As of January 1st, 2021, the Company contribution will increase to seven percent (7%) for employees with 14+ years of service as of that date.
Effective January 1st, 2023, Company contribution for employees with fifteen (15) years of service will be eight percent (8%).

Company contributions will be based on the member’s pensionable earnings (including overtime and statutory holiday credits).

Additional voluntary contributions by the member will be as provided in the Plan terms.

- 20.02.01 During periods of absence due to maternity leave, childcare leave or short term disability, the employee will have the opportunity to elect to make regular required contributions during the period of absence, either on a monthly basis or by lump sum based on their rate of pay immediately prior to the leave. Where the employee elects not to make their regular required contributions, the employee will have a twelve (12) month period following their return to work in which they may elect to implement the buy-back of service lost by contributing a predetermined amount, not to exceed eighteen percent (18%) of their total income. In both cases, the Company will contribute an equal amount on behalf of the employee, up to the maximum contribution required (see Appendix #9).
- 20.02.02 The Union will appoint up to two (2) Representatives to the Joint Pension Committee. Time off will be handled pursuant to Article 18.03.
- 20.02.03 Employees who currently are not members of the Plan will have the option of joining the Plan at any time.

ARTICLE 21 – HUMAN RIGHTS / NO DISCRIMINATION AND WORKPLACE HARASSMENT

- 21.01 Employees will not suffer any harassment nor will they be discriminated against by the Company and/or 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, language ability, family relationship, place of residence, political affiliation, sexual orientation, disability, or failure to act on a directive which is illegal or contrary to any provisions of this Agreement.
- 21.01.01 The Company further commits that no employee covered by this Agreement 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.
- 21.02 **Harassment and Workplace Conflict**

The Company recognizes the right of employees to work in an environment free from harassment. All employees are to treat others with courtesy and respect and to discourage harassment. Violation of this principle as covered by this Article may be dealt with by way of disciplinary sanctions up to and including dismissal.

21.02.01 Harassment is defined as any course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment creates an intimidating, threatening, coercive, or hostile work environment such that an individual's (a) work performance is impaired; (b) employment relationship is adversely affected, or; (c) dignity is denied.

21.02.02 Harassment is not to be construed as properly discharged management responsibilities such as the delegation of work assignments, the assessment of discipline or other activities that does not undermine the dignity of the individual. No employee covered by this Agreement will be lawfully interfered with, coerced, or discriminated against by the Company, its officers or agents, because of lawful activity on behalf of the Union; or for failure to act upon a directive which is illegal or contrary to any provision of the Collective Agreement.

21.02.03 The workplace is defined as any Company facilities and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms, and parking lots.

Harassment between employees that occurs outside of the aforementioned areas and which has a substantial workplace impact may also be subject to this policy.

21.03 **Harassment may be further understood as follows:**

21.03.01 Human Rights Harassment is defined as any course of vexatious comment or conduct that is known or ought reasonably known to be unwelcome based on the protected groups in the Canadian Human Rights Act.

Those protected groups (or prohibited grounds of harassment) are as follows: race/colour, religion, disability (including dependence on alcohol or drugs), age, sex, marital status, family status, sexual orientation, national or ethnic origin and pardoned conviction.

21.03.02 Sexual Harassment may be any singular or repeated comment, gesture, contact, or conduct of a sexual nature that ought reasonably to be known to be unwelcome. Sexual harassment targets gender and includes pregnancy and childbirth. Such conduct is usually one sided and coercive, may be overt or implicit, and may include:

- Sexual innuendo (perhaps in the guise of humour);
- Touching or patting;
- Sexually suggestive remarks or other verbal abuse about gender;
- Demands for sexual favours;
- Leering or compromising invitations;
- Physical assault;
- Implied or actual threats directed at the victim targeting their personal safety or employment;
- Offensive material or language whether written or visual such as graffiti or degrading pictures;
- Placing a condition of a sexual nature on employment such as rewards, avoidance or punishment, or opportunities for training, transfers or promotion.

21.03.03 Personal Harassment is defined as any course of vexatious comment or conduct that is known or ought reasonably known to be unwelcome. This is often referred to as bullying and results in a poisoned work environment for the victim. The following are examples of personal harassment, but are not meant to cover all potential incidents.

- Derogatory or practical jokes that cause awkwardness or embarrassment;
- Harassment because of political affiliation;
- Harassment due to place of residence (i.e. receipt of public assistance);
- Offensive literature;
- Hazing or initiation activities;

- Degrading comments;
- Ostracizing or shunning employee(s);
- Other activities that have an adverse impact upon a person's or group's dignity, or that create an intimidating, hostile, or offensive atmosphere.

21.03.04 Where harassment complaints are determined to be frivolous, vindictive, or vexatious action may be taken against the complainant or appropriate parties.

21.04 **Complaint Investigation**

21.04.01 Harassment is one of the most sensitive issues in the workplace. Because of this, a complaint procedure must be flexible, confidential, apply to all situations, available to everyone, and provide a mechanism for investigation. All harassment complaints will be investigated in a prompt, confidential and impartial manner until such time as they are resolved. Breaches of confidentiality may be subject to discipline.

21.04.02 Any employee who believes they are the victim of harassment is encouraged to report the matter. Retaliation in any form against a complainant or a witness in a harassment investigation is unacceptable and may be subject to discipline. In any instance of retaliation, management is responsible for ensuring corrective action is taken, up to and including dismissal.

21.04.03 All information concerning the complaint will be kept confidential, and all reasonable steps will be taken by the Company and the Union to ensure this happens. However, should the matter not be resolved through this Article and proceed to arbitration or a Human Rights Tribunal, the investigators report may be subject to subpoena and become part of the public record. No information concerning the complaint will be placed on the file of any witness unless it is confirmed that a witness has given false testimony or has acted in a vindictive manner.

21.05 The complainant will have the option of starting the investigation process at Stage 1 or Stage 2.

21.05.01 **Stage I – Informal Conflict Resolution**

The informal conflict resolution process will not be utilized to investigate and resolve Human Rights Harassment. An employee who believes they have a potential complaint of harassment should make their objection known to the alleged harasser and is encouraged to resolve the matter wherever possible on an informal basis. The employee may choose to ask for the help of their local Manager or Union Representative to facilitate a meeting between the parties. In an environment of confidentiality, the Manager and/or Union Representative will outline the complaint procedure, the definition of harassment, and discuss various possible courses of action with the parties in order to resolve the matter quickly and appropriately.

At any point the complainant, management or the Union may decide to discontinue the informal process and escalate the matter to Stage 2.

While the informal conflict resolution process will not assign formal responsibility for the conflict, management may need to address inappropriate behaviour on the part of individuals involved in the dispute, and warn that future incidents of inappropriate conduct may result in discipline and the more formal investigation process of Stage 2.

Stage 1 resolutions should be completed within two (2) weeks from the date of the initial complaint. When complaints are resolved at this stage the Company and Union will keep a brief summary of the conflict and its resolution for a period of one (1) year from the date of the complaint, at which time the summary will be removed from both the Company's and Union's conflict resolution file. This summary is kept to document patterns of behaviour should other similar issues arise within this period regarding any of the parties in the initial complaint.

21.05.02 **Stage 2 – Formal Investigation**

If the matter remains unresolved, is a serious issue of personal harassment, or is an incident of Human Rights Harassment, the complainant will make a complaint in writing in the form of a signed letter to the President of the Local Union which will be forwarded to the Company's Harassment Policy Coordinator. The signed letter will contain sufficient detail to determine if the matter will proceed to a formal investigation. The Union and Company will each select an individual who will act as an investigator and will communicate the names of their designate to each other. The Union and Company designates will then contact each other and arrange to conduct a joint investigation.

At the beginning of the investigation the complainant's identity and the general nature of the complaint will be communicated to the alleged harasser (respondent). The respondent will be given an appropriate amount of information regarding the complaint in order to make a detailed response. When both the complainant and respondent are members of different Bargaining Units, the Senior Executive of the respondent's Bargaining Unit will be informed by the Company Harassment Coordinator.

The respondent's Bargaining Unit will have the right to appoint an investigator to hear all evidence in the formal investigation. Should a Union member be the respondent in a complaint lodged under a Collective Agreement administered by another Bargaining Agent, the Union will appoint an investigator to hear all evidence in the investigatory hearing.

21.05.03 If the matter remains unresolved at the completion of the investigation, a joint report will be prepared by the investigators. Where the preparation of a joint report is not possible, the investigators may submit separate reports in which case each will receive a copy of the other's report.

A recommendation to resolve the complaint will be made by the Company investigator. The Union investigator may choose whether or not to submit a recommendation. The report(s) will be submitted within fourteen (14) calendar days of the filing of the complaint to the Director of Human Resources and the President of the Local.

An extension of the time limit for submitting the report may be agreed between the Director of Human Resources and the President of the Local.

21.05.04 Within ten (10) calendar days of receiving the investigation reports the Director of Human Resources shall issue such orders as may be necessary to resolve the complaint. Summarizing the findings of the investigation (harassment has been or has not been substantiated), these orders will be communicated in writing to the complainant, the respondent and the President of the Local Union. At any time during the formal investigation process the Director of Human Resources shall take measures to separate the employees, if deemed necessary.

21.06 **Appeals**

Where any party to the investigation is not satisfied with the decision of the Director of Human Resources, a letter requesting a review of the decision will be sent to the VP, Employee Relations or their designate within fourteen (14) calendar days of receipt of the decision. The VP, Employee Relations or their designate and the President of the Local will jointly review the decision. Where the Union is not satisfied with the decision, the complaint will be referred to expedited arbitration with a single arbitrator. The dates of the expedited arbitration will be set based upon the arbitrator's availability and mutual agreement between the Company and the Union. Agreement on the selection of the arbitrator and the dates of their availability to rule on the matter will not be unreasonably delayed or withheld by either party.

Notwithstanding other language in this Collective Agreement regarding the imposition of discipline and its grievance, the appeal of discipline arising from harassment complaints initiated under Article 21 will be resolved through the appeal procedure in Article 21.06.

21.06.01 In cases of Human Rights Harassment where the complainant is not satisfied with the final outcome of the process s/he has the right to seek redress under the Canadian Human Rights Act.

21.07 **Commitment to a Harassment Free Workplace**

In keeping with the commitment of the Company and the Union to the elimination of harassment in the workplace, it is understood and implied that remedial action is in all cases intended to be appropriate to the situation. It is the expressed agreement of the Company and the Union that remedies range from warning to dismissal. Where changes in the workplace are made necessary by demonstrated harassment, the harasser shall be subject to changes such as transfer or reassignment, except when the complainant is transferred at their request.

21.08 **Time Lines**

Times lines in Articles 21.02 – 21.07 may be adjusted with the mutual consent of the President of the Local.

21.09 **Employee and Family Assistance Program**

21.09.01 It is recognized that in the airline industry people encounter a wide range of problems not necessarily associated with job functioning, but which can have a serious effect on family, friends, health and ultimately their ability to maintain good and safe work performance.

21.09.02 It is also recognized that many human problems can be successfully treated provided they are identified in their early stages, and referral is made to an appropriate professional resource. This is true whether the problem is one of alcoholism, drug dependency or other medical/social problems.

21.09.03 The Employee and Family Assistance Program has been developed in order to offer employees and their families access and information to professional resources when they are experiencing problems which may affect their health, their relationships with others or their job performance.

21.09.04 All employees, retirees and immediate family members (including traditional and non-traditional family members living under a common roof, as well as dependent children who may not be residing in the home) have the right to participate without fear of job recrimination and regardless of their status.

21.09.05 The decision to accept or reject assistance is the responsibility of the individual and no employee will be compelled to participate.

ARTICLE 22 – CHECK OFF

22.01 The Company will deduct on the payroll for each period from wages due and payable to each employee coming within the scope of this Agreement such sum as may be uniformly assessed by the Union Constitution subject to the conditions set forth herein.

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

22.01.03 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.

22.01.04 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 wages of such employees 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.

- 22.01.05 Only payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds will be made from wages due and payroll prior to any deductions under this Article 20.
- 22.01.06 The amount so deducted from wages, accompanied by a statement of deductions from individuals, will be remitted by the Company to the 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.
- 22.01.07 At the same time that income tax (T4) 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.
- 22.01.08 The Company will 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 will 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 will adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article, will terminate at the time it remits the amounts payable to the Union.
- 22.01.09 In the event of any action at law against the parties hereto resulting from any deduction or deductions made from payrolls or to be made by the Company pursuant to the first paragraph of this Article, both parties will co-operate fully in the defense of such action. Each party will bear its own cost of such defense except that if, at the request of the Union, counsel fees are incurred these will be borne by the Union. Save as aforesaid, the Union will 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 such deduction or deductions from payroll.

ARTICLE 23 – DURATION

- 23.01 This Agreement is effective January 14th, 2022, except as otherwise provided herein, and will continue in full force and effect until January 1st, 2027, and may be varied by mutual agreement, in writing, between the parties hereto.
- 23.01.01 Where notice to bargain collectively has been given the Union and the Company will, without delay, commence to meet diligently to bargain in good faith and make every reasonable effort to enter into a new Collective Agreement.
- 23.01.02 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.
- 23.02 **Copies of Agreement**
- 23.02.01 The Company and the Union desire that all levels of management and all employees affected by this Agreement be familiar with the provisions herein. For this reason, all employees and all levels of management concerned will be given a copy of this Agreement, and any subsequent changes including Letters of Understanding, in both official languages if desired.

In addition, the Company would seek to review and discuss the opportunity to move to the use of electronic forms for other, and related paper forms currently in use:

Seniority Correction – Appendix 1
 Time Bank Withdrawal – Appendix 2
 Funds Transfer to RRSP – Appendix 3
 Shift Trade(s) – Appendix 5
 Cash Bank Withdrawal – Appendix 6

23.02.02 As soon as practical, the Company and the Union will meet to prepare a final draft of the Collective Agreement and to agree upon the arrangements necessary for the printing and distribution of the Agreement. The Union will be responsible for the typing of the final draft and the Company will be responsible for the cost of the printing and translation of the Agreement. The Company will provide a means of opting into receiving a printed copy. The standard will be a downloadable copy.

ARTICLE 24 – BASE CLOSURE

24.01 In the event the Company ceases its operation at a base, it is recognized that the provisions governing Staff Reductions may not fully or adequately deal with the impact on the employees affected. Therefore, it is agreed that when such changes are implemented by the Company, the following provisions shall apply.

24.01.01 When base closure is considered, the Company shall immediately hold discussions with the President of the Local Union to review the matter.

24.01.02 Prior to the closure of any base the Company shall provide the President and the Chair of the Bargaining Committee with as much notice as possible. Such notice shall be in writing and shall provide the reasons for the closure, the number, names, status and seniority of employees who will likely be affected and the expected date of the closure.

24.01.03 Within thirty (30) calendar days following receipt of such notice the parties at the Headquarters level shall meet to discuss the impending closure and to discuss any items other than those specifically dealt with in the Agreement.

24.01.04 Employees employed at a base which is to be closed shall have the option of:

- (a) Terminating service with the Company and receiving termination pay equal to two (2) weeks' pay to a maximum of fifty-two (52) weeks at their current hourly rate for each complete year of service with the Company and will be prorated to include full time and part time service. The status that is used in any particular month will be based on the status held on the 15th of each month. Employees will receive two (2) passes for each year of service with the Company for the employee, spouse and dependents; or,
- (b) Taking early retirement; or,
- (c) Exercising their seniority in accordance with Article 10;
- (d) Exercise their seniority under Article 10 at the time of the closure. The employee must select their base and specify the actual reporting date within the time limits for responding to the election form outlined in Article 10. The maximum period in which the employee can delay their reporting/relocation is one (1) year following the date of the base closure. During this period the employee is eligible for travel and the employee may maintain their benefits through paying the entire cost of the premiums; excluding wage loss benefits.

24.01.05 Employees who elect to relocate through c) or d) shall be granted relocation benefits as outlined in Article 10.

24.01.06 Employees who are laid off as a result of a base closure that displace another employee, and who choose to commute to their new base rather than move, will be entitled to reimbursement for commuting expenses of up to seven thousand and five hundred dollars (\$7,500.00) for up to three (3) years from date of lay off. Expenses incurred for commuting require submission of expense claims. Covered expenses are limited to mileage reimbursement, and the cost of either "Z fares" or U-write charges (including taxes and levies), or reimbursement for other modes of public transportation (i.e. ferry, bus, etc.).

ARTICLE 25 – WOMEN’S ADVOCATE POSITION

- 25.01 **Recognition** – In addition to the current resources as per the Company sponsored EAP and available HR e m p l o y e e r supported programs, the parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counselors or women’s shelters to assist them in d e a l i n g with these and other issues.
- 25.02 **Selection** – The Women’s Advocate(s) will be selected by Unifor and will be a female Jazz employee. The successful candidate(s) will agree to perform the Women’s Advocate position for a minimum twelve (12) month period. The selection will be subject to approval by the Company’s HR representative.
- 25.03 **Scope** – The Women’s Advocate(s) will meet with female employees as required, discuss problems with them and refer them to the appropriate agency when necessary. The Company and the Union will develop appropriate communications to inform employees about the role of the Women’s Advocate(s) and will communicate contact information.
- 25.04 **Training** – The Women’s Advocate(s) will participate in an initial forty (40) hours training program organized by Unifor and annually a three (3) day training program including travel time. The Company may select a representative to participate in the aforementioned training.
- 25.05 **Application** – The Company commits to making every reasonable effort to provide the Women’s Advocate(s) to access to a confidential phone line in the workplace. Additionally, the Company commits to making every reasonable effort to provide access to a confidential office should an issue arise in the workplace that requires immediate action.
- 25.06 **Release** – The Company agrees to a maximum of three Women’s Advocate positions, preferably to include coverage by region. Consideration for the foregoing will include at least one (1) French speaking advocate for the province of QC to be included in the total number of regional Women Advocate’s positions.
- 25.07 The Company agrees to provide the Women’s Advocate representatives with a guarantee of eight (8) hours Company paid release time per month. The release will be arranged prior to the first of the month as possible. In addition, the Company will agree to a paid release on an ad hoc basis as required for issues which arise.
- 25.08 The Company agrees to pay for the Women’s Advocates travel time, registration costs for training, lodging, transportation, meals, and other reasonable expenses where necessary and subject to management approval.

LETTER OF UNDERSTANDING #1 – PART TIME EMPLOYEES

Part time rules will remain status quo per Collective Agreement #1. Notwithstanding, the part time employees at a base may elect to implement core lines subject to the following:

- L1.01 The Company will staff its operation with full time employees whenever possible. It is recognized, however, that the use of part time employees may be required in certain situations. Therefore, the following will apply in the use and employment of part time employees:
- L1.02 **Core Lines**
- L1.02.01 The Company will build part time shift lines between twelve (12) to twenty-four (24) hours per week (no more than four (4) days per week) from part time core hours, twice per year concurrent with Article 6.03.01 in consultation with the Union.
- L1.02.02 Dependent on the available number of part time core hours, the Company will build lines equal to a maximum of fifty percent (50%) of the total active, part time employees in the base. The Company may build more than the maximum noted above at its discretion.
- L1.02.03 Hours not deemed as core and any outstanding core hours not allocated above will be available in a preferential bid process as outlined in the current LOU #1.
- L1.02.04 The core shift lines will be offered in order of seniority to all part time employees for bid. The employees may select core lines at their option. Core shift lines not selected during the bid process, those hours will go back to the preferential bid hour available for PT to bid. Core shift line(s) will not be forced.
- L1.02.05 Core shift employees will be offered shifts not selected during the preferential bid prior to any force of those hours on the employees taking part in the preferential bid (preferential bid scheduling rules to apply).
- L1.02.06 Core shift employees will be eligible to accept ad hoc hours during the month in seniority order.
- L1.02.07 Core shift employees will not be subject to the fifty percent (50%) availability call-out requirements of LOU #1 for the selection of ad hoc hours.
- L1.03 **Preferential Bid**
- L1.03.01 The Union and the Company agree to a preferential bidding system so that each employee is awarded their choice of days off consisting of days or other duties specified by the Company in accordance with their seniority as detailed in these scheduling rules.
- L1.03.02 Work available for a preferentially bid Shift line will consist of, but not limited to, core shifts, vacation, banked stats, banked time, training requirements, leaves of absence, additional staff requirements, and core blocks of work.
- L1.03.03 Duties and work schedules will be bid by seniority preference will be posted for bidding purposes fourteen (14) days prior to the first day of each month. It shall be the responsibility of each base and/or location to determine their own bidding protocol.
- L1.03.04 Employees will complete the bidding process ten (10) days prior to the first day of each month.
- L1.03.05 Work schedules will be posted seven (7) days prior to the first day of each month.
- L1.03.06 The days that a part time employee is on vacation, banked day, training or on a leave of absence (minimum four (4) hours in duration) for part of the bid period will be placed on the employee's schedule prior to bidding any work. Such days are not available for any assignment.

- L1.03.07 Part time employees shall select shifts up to forty (40) hours per week, but employer shall only be able to assign up to thirty (30) hours per week.
- L1.03.08 No part time employee shall schedule themselves more than five (5) days within a seven (7) day period.
- L1.03.09 There shall be no scheduled split shifts.
- L1.03.10 There must be nine (9) hours between shifts.
- L1.03.11 Once a monthly assignment has been awarded, it becomes guaranteed.
- L1.03.12 Shifts remaining will be offered in full to all part time employees at straight time with the ability to waive prone rest, accept a second period of work in the same day, or work a sixth (6th) day.
- At the end of the bidding process work assignments not selected shall be assigned in reverse order of seniority, subject to L1.02.05 to eligible employees in accordance with all scheduling rules.
- Shifts remaining will be offered, in full, at OT in order of seniority to all eligible employees. See L1.05.02 for PT OT requirements.
- L1.04 **Ad Hoc Rules – Part Time Employees**
- L1.04.01 Ad hoc work is work that becomes available after the shift schedule has been posted.
- L1.04.02 Part time employees who are eligible to work may place their name on a daily time sheet indicating they will be available for work.
- L1.04.03 In order to maximize hours on a daily basis it is understood that part time employees already assigned work are also offered daily available ad hoc work, and notwithstanding Article 6.06.01, employees may elect to accept a second work period in any day following the initial bid for core hours or may drop a shorter length shift and accept one that is longer, in order to maximize their weekly hours (as long as the shifts are within the same day).
- L1.04.04 Part time employees who have not exceeded thirty-six (36) hours in the previous week may accept hours in the current week up to and including forty-four (44) hours at straight time rates of pay before they are offered as overtime.
- L1.04.05 Ad hoc shifts will be covered in the following manner:
- (a) The Company shall determine the amount of the shift to cover and shall offer the hours available in order of seniority to both core line employees per L1.02.06, and preferential bid employees at straight time hours;
 - (b) If unable to fill the entire shift, the shift will be divided at straight time with the senior person having the right to select the portion of the shift they are available to work, provided that no portion of the shift is less than three (3) hours (subject to article 6.03.09 & 6.03.10);
 - (c) Failing to fill the hours at straight time, the Company is not obligated to offer the hours as overtime;
 - (d) If the Company elects to cover the shift at overtime and is unable to do so then L1.04.07 & L1.04.08 (non-discretionary forcing of shift at overtime rates) to apply.
- L1.04.06 A part time employee may elect to work six (6) days within a seven (7) day period in order to maximize hours.

- L1.04.07 Non-discretionary ad hoc work due to illness, injury, bereavement/compassionate leave (where approved), jury duty, paternity leave, or vacation entitlement granted in accordance with Article 15 shall be offered first in accordance with this Article. Such work assignments not selected shall be assigned in reverse order of seniority to eligible employees in accordance with all scheduling rules.
- L1.04.08 Part time employees assigned shifts shall be given no less than two (2) hours' notice to report for work.
- L1.04.09 Frequent unavailability for work is defined as being unavailable for work fifty percent (50%) or more of all shifts offered on a monthly basis.

Unavailability for work does not include an employee who is:

- Working and is offered a split shift;
- Offered a shift after five (5) consecutive days;
- Offered an overtime shift;
- Absent on approved vacation;
- On prone rest, where it would be compromised;
- Absent due to bereavement or compassionate reason;
- Scheduled for a shift and is offered an alternative shift on the same day;
- Working on an approved shift trade;
- Receives a call less than two (2) hours before the start of the shift;
- Declines a shift that is subsequently accepted by another employee;
- Has worked thirty (30) hours for the week;
- Offered part of shift when previously declined any part of same shift.

At the end of each month/quarter, the manager will review the overall availability calculation and determine if any of the employees, who fall below the availability calculation (50%), have achieved any of the "exceptions to availability" listed below:

Exceptions to availability (any of the following to apply):

- Part time employee works sixteen (16) days in the month;
- Part time employee works twenty (20) shifts in the month;
- Part time employee works eighty (80) hours in the month;
- Shift Trades in will count toward the monthly calculation for availability;
- Sick days and time bank will be entered, for the purpose of calculating monthly availability, as hours worked.

Under the "hybrid" model:

Employee is available for 1 of 4 shifts offered in January, however the employee works (including preferential bid shifts, shift trades in, TB, sick days) 80 hours or more in the month = 100% availability
 Employee bids 30 hours in February and is available for 1 out 4 shifts offered = 25% availability
 Employee bids 5 days in March and is available for 3 out of 4 shifts offered = 75% availability

- Formula for calculation $100\% + 25\% + 75\% / 3 = 66.66\%$ availability for the quarter.
- Employee is **available** for the quarter and no letter is issued.

Although the calculation of availability in Appendix # 7 is now modified by the "hybrid" calculation of availability in L1.04.09, Appendix #7 will be maintained for the purpose of clarifying that:

- 1) Removal of Flight pass privileges is allowed as a consequence of non-availability;
- 2) Three (3) months is consecutive;
- 3) Base administrators/manager will be required to keep stats on monthly availability (as a percentage) and to permit employees to be able to review their status/calculation of availability.

The current process of calculating three (3) consecutive months will be modified such that it will be done by quarter and each quarter will be distinct (no rollover of months). Employees will first receive a warning first before the temporary removal of flight passes takes effect.

A quarter will be calculated as:

- 1) Quarter 1 is defined as Jan-Feb-Mar; Quarter 2 is April-May-June; Quarter 3 is July-Aug-Sept; Quarter 4 is Oct-Nov-Dec.

L1.05 Overtime

L1.05.01 Periods of work of less than four (4) hours at the end of a shift will be offered in the following order:

- Full time on duty (overtime rates apply);
- Part time on duty (at straight time to forty (40) hours a week);
- Assign junior part time employee in which case overtime rates apply.

L1.05.02 Part time employees will be paid overtime for all hours worked in excess of forty (40) hours per week.

L1.05.03 For a part time employee covering a full time shift overtime rates would apply for hours in excess of the longest full time shift on the base.

L1.06 Part Time Benefits

L1.06.01 Part time employees will be entitled to benefits coverage according to the average number of hours worked in the preceding year, and per the table of hours included as an appendix to this article (Appendix 4). The twelve (12) month average will be calculated based on the period October 1st to September 30th of each year. All employees will move into their respective plans effective January 1st of each year.

L1.06.02 Employees in receipt of benefits as of the ratification date of the current Collective Agreement (ACR Agreement #1) (June 29th, 2002) will as a minimum,

- (a) Retain their benefits at the proposed Plan A level provided they bid shifts to the threshold of 20 (twenty) hours per week over a twelve-month period; or
- (b) If their average hours would place them either Plan A+ or Plan A++, revert to the proposed formula, wherein benefits new coverage will be determined according to the average number of hours worked in the preceding year.

L1.06.03 Employees hired after June 29th, 2002 will be entitled to benefits coverage based on the average number of hours worked in the twelve (12) month period October 1st to September 30th of each year.

L1.06.04 New hire employees entering into the bargaining unit will have their benefits entitlement calculated based on Plan B (Appendix 4).

L1.06.05 Employees on Plan B will have a five (5) year benefit payment limit if they qualify for long term disability.

L1.06.06 Employees in Plan C will have a flat amount of life insurance and no LTD coverage.

L1.07 **Statutory Holidays (Part time)**

L1.07.01 Part time employees not working on a Statutory Holiday but who have worked or have received pay for more than twelve (12) days in the previous thirty (30) calendar days shall receive a credit equivalent to their average daily earning (not including overtime) the previous thirty (30) days. (See example)

$$\frac{\text{Sum of the hours paid during previous thirty (30) days}}{\text{No. of days paid in previous thirty (30) days}} = \text{Such hours may be paid or credited at the employee's option}$$

L1.07.02 Part time employees not working on a Statutory Holiday who have worked or have received pay for fewer than twelve (12) days in the previous thirty (30) calendar days shall receive a credit equivalent to one twentieth (1/20) of the previous thirty (30) calendar days earnings.

L1.07.03 Part time employees working on a General Holiday or who are called in on a general holiday will receive one and one-half (1½X) times for all hours worked, plus a stat credit equal to the calculations as provided for in L1.07.01 and L1.07.02.

L1.07.04 A part time employee who is called in for overtime on a regularly scheduled day off which is also a General Holiday, will be paid two (2X) times for all hours worked, plus a stat credit equal to the calculations provided for in L1.07.01 and L1.07.02.

L1.08 Each Part Time shift of 4:15 (four hours, fifteen minutes) duration shall contain one (1) rest period to be scheduled during the shift. The rest period will be paid and will not be less than fifteen (15) minutes duration to be taken on Company time away from the job.

LETTER OF UNDERSTANDING #2 – PART TIME BENEFITS (L1.06)

Air Canada Jazz CSA/ACS (Airports)
Division as represented by the Canadian Auto Workers Union,
Airline Division Local 2002

And

Jazz Air Inc. carrying on business as Air Canada Jazz, (“the Company”)

WHEREAS the Company and the Union have come to a mutual agreement to introduce new language into the CSA/ACS (Airports) collective agreement with respect to the manner and degree in which part time employees will be able to obtain benefits coverage,

AND WHEREAS the parties agree that the current collective agreement language Article L1.05 in the Airports agreement provides benefits coverage to 20 hour a week for qualifying employees,

AND WHEREAS the parties agree that the current benefits plan requires modification,

NOW THEREFORE, the Company and the Union agree as follows:

1. This Letter of Understanding and its appendix (Appendix 4 – Plan Criteria) amends and replaces the existing benefits clause for part time employees (L1.06) in the collective agreement currently in effect between the Company and the Union (the “collective agreement”) and constitutes a part of the collective agreement.
2. The application of the new benefits plan will take effect as of January 1st, 2007 and will be inserted into the respective collective agreement utilizing the existing article number (article L1.06) in the Airports agreement.
3. This Letter of Understanding and the modifications to the collective agreement set out herein will be deemed as ratified and accepted by the Union per the consent of the respective bargaining committee member for the division herein represented by the UNIFOR.

CONSEQUENTLY, L1.06 will now read as follows:

L1.06 **Benefits**

L1.06.01 Part Time employees will be entitled to benefits coverage according to the average number of hours worked in the preceding year, and per the table of hours included as an appendix to this article (Appendix 4). The twelve-month average will be calculated based on the period October 1st to September 30th of each year, commencing with the period October 1st, 2005 to September 30th, 2006. The effective date of implementation will be January 1st, 2007. All employees will move into their respective plans effective January 1st of each year.

L1.06.02 Employees in receipt of benefits as of the ratification date of the current collective agreement (June 29th, 2002) will as a minimum, (a) retain their benefits at the proposed Plan A level provided they bid shifts to the threshold of 20 (twenty) hours per week over a twelve month period, or (b) if their average hours would place them either Plan A+ or Plan A++, revert to the proposed new formula, wherein benefits coverage will be determined according to the average number of hours worked in the preceding year.

L1.06.03 Employees hired after June 29th, 2002 will be entitled to benefits coverage based on the average number of hours worked in the 12 (twelve) month period October 1st to September 30th of each year.

- L1.06.04 New hire employees entering into the bargaining unit will have their benefits entitlement calculated based on Plan B (Appendix 4).
- L1.06.05 Employees on Plan B will have a five (5) year benefit payment limit if they qualify for long term disability.
- L1.06.06 Employees in Plan C will have a flat amount of life insurance and no LTD coverage.

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LETTER OF UNDERSTANDING #4 – ADVANCED ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCESS

LETTER OF UNDERSTANDING # 10

BETWEEN

UNIFOR (The "Union")

AND JAZZ AIR LP (The "Company")

ADVANCED ALTERNATIVE DISPUTE RESOLUTION (ADR) PROCESS:

WHEREAS, the parties recognize the benefits of moving towards a more progressive labour/management dispute resolution practice which provides for an expedited and cost effective process that supports the education of the parties through a designated Mediator/Arbitrator, as mutually determined by the Company and the Union.

NOW THEREFORE, the Company and Union agree to the following:

The arbitration process in the collective agreement is hereby supplemented by this LOU and that the provisions of Part 1, Division IV, Section 57 of the Canada Labour Code apply and have been provided for herein.

All efforts will be made on both sides to ensure that issues are resolved as early in the process as possible and that both sides will conduct themselves in good faith and full commitment to the process.

SCOPE AND APPLICATION

The parties agree that the ADR Process will apply to unresolved issues arising from the interpretation, application, administration or alleged contraventions of the collective agreement, as well as any other issues for which the parties mutually agree are to be advanced to the designated Mediator/Arbitrator.

DURATION OF LOU

The implementation of this LOU will become effective upon signing and will remain in full force and effect for the duration of the collective agreement. Jazz or Unifor, upon 60-days written notice, can elect to terminate the LOU, at its sole discretion. If the LOU is terminated the existing Grievance Arbitration model in the Collective Agreement will be reinstated. All Review hearing dates will be selected for the Calendar year to ensure availability of all parties.

NOTICE OF DISPUTE PROCESS

~~The grievance process under Article 16 shall follow the normal course as outlined in the collective agreement.~~

Prior to the Review, the parties will supply the designated Mediator/Arbitrator with a written brief, and provide the other party with a copy of same in a timely manner, outlining concisely the basis of the grievance, the basis of the denial, the relevant facts, and provide copies of any submissions and witness statements. Authorities may also be included.

The designated Mediator/Arbitrator, in the course of the Review, will attempt to settle all disputes brought forward. Notwithstanding the foregoing, any dispute that remains unresolved at the outcome of this process may be advanced to formal arbitration as per Article 16.09. In addition, the designated Mediator/Arbitrator may elect to move an issue to a formal arbitration process should they feel the expedited process inadequate to deal with a particular issue.

The parties will share equally all costs associated with the Reviews, including facility costs if any.

Either party (the Company or the Union) may, upon providing written notice, elect to exclude a grievance from the Review process.

Grievances referred to the Review will be conducted in the normal manner. However, examinations in chief may be replaced by a written statement from each witness, which will then be provided to the parties in advance. In exceptional circumstances, should either party wish to have an examination in chief witness present at the Review, both parties must be in agreement.

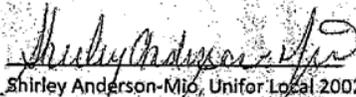
For the sake of efficiency, it is hereby agreed to by the parties that attendance at the Reviews will be limited to only those who are deemed necessary by the party advancing the grievance. The Reviews will be held in Toronto, but may be held in another location as specified by the designated Mediator/Arbitrator, or as mutually agreed between the parties.

Dated this 3 day of June 2014

For the Union:



Joel Fournier, Unifor National



Shirley Anderson-Mio, Unifor Local 2002

For the Company:



Kirk Newhook, Director Labour Relations



Marnie King, Director Airports



Stephen Boa, Manager Labour Relations

LETTER OF UNDERSTANDING #5 – CONTRACTING OUT

LETTER OF UNDERSTANDING

BETWEEN

JAZZ AVIATION L.P.
(Hereinafter referred to as "the Company")

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION and GENERAL WORKERS UNION of
CANADA (CAW-CANADA), and its LOCAL 2002
(hereinafter referred to as "the Union")

RE: Contracting Out

WHEREAS:

- (1) The Company and the Union agree that the purpose of this LOU is to establish the processes, procedures, and timelines for employees affected by contracting out subject to arbitrator Hodges award of July 17th, 2013.
- (2) Arbitrator Hodges award of July 17th, 2013 states:

Sufficient VSPs will be provided to those employees in the classifications and locations where this award provides for the contracting out of former scoped work...to offset the adverse effects to the employees. Additionally not less than 50 VSPs will be made available to the remaining classifications and locations on an annual basis, for employees who are at or above the maximum accrued vacation and wage scale to stimulate attrition in order for Jazz to be able to utilize the competitive scale awarded in point 1) b) above or to stimulate natural attrition.

....Specifically the Company is able to contract out:

- (1) CSA positions identified as the 8 small stations detailed in the Company submission.**
- (2) All grooming functions currently being performed by the Union as detailed in the Company submission.**
- (3) All Ramp services functions being performed by the Union as detailed in the Company submission.**

- (3) The Company and the Union agree that the following timelines will apply to the contracting out of scope work:

- (i) **"CSA positions identified as the 8 small stations detailed in the Company submission."**

Three of the small stations (YQL/Lethbridge, YXH/Medicine Hat, and YZR/Sarnia) will close on May 1st, 2014. The remaining small stations (YYD/Smithers, YZP/Sandspit, YPR/Prince Rupert, YYY/Mont Joli, and ZBF/Bathurst) will close on September 1st, 2014. Layoff notice will be given to employees not less than 4 (four) months prior to closure.

- (ii) **"All grooming functions currently being performed by the Union as detailed in the Company submission."**

Grooming (Cabin Services) scope work functions will cease as of June 1st, 2014. Layoff notice will be given to employees not less than 4 (four) months prior to closure.

- (iii) **"All Ramp services functions being performed by the Union as detailed in the Company submission."**

Ramp services scope functions at the following affected bases only, YVO, YUY, YBG and YCD will cease as of July 1st, 2014. Layoff notice will be given to employees not less than 4 (four) months prior to closure.

- (4) The Company and the Union agree that the compliance with the Canada Labour Code notification is satisfied by the above timelines.
- (5) Any issues not scoped in this LOU will be subject to the provisions of the Collective Agreement and standard Company Policies and Practices.

NOW THEREFORE, the parties agree to the following:

Option #1 - Voluntary Separation Package (VSP)

The VSPs will be available to all qualifying Jazz employees affected by contracting out.

- a. Severance equal to the payment of two (2) weeks per year of service to a maximum of fifty-two (52) weeks.

- The number of secondary VSPs offered will be equivalent to the number of surplus employees that are being displaced after any open vacancies and positions are filled within the base.

Option #2 – RELOCATION

2.1 All scoped permanent active employees in the stations, and classifications affected by contracting out and who are eligible to bump as a result of layoff will be offered Relocation Packages in accordance with the attached program with the following modifications:

- a. The total reimbursement for the relocation package will be \$25000.00 (twenty five thousand dollars) for an employee who currently owns a home.
- b. Notwithstanding the attached relocation policy, there will not be a maximum on real estate related expenses except subject to the maximum limitation above.
- c. The total reimbursement for the relocation package will be \$15000.00 (fifteen thousand dollars) for an employee who currently rents their home.
- d. To be eligible for the relocation package the employee must relocate their principle residence from their current base.
- e. The employee eligible for the relocation package will complete their relocation within 12 (twelve) months of the date of closure of their base, or being laid off due to contracting out.
- f. Relocating employees will be eligible for 60 (sixty) days of daily per diem at \$65.00 (sixty five dollars) upon arrival at their new base.
- g. Employees who have indicated that they are relocating will be offered space available passes on their personal travel priority without service charge for a maximum period of 6 (six) months or until their relocation is complete whichever is earlier.

2.2 Secondary relocation packages will be offered in those bases where contracting out employees bump and cause subsequent bumping issues. These secondary relocation packages will be in accordance with the above criteria.

Option # 3 – EMPLOYEES WHO ELECT LAYOFF:

3.1 Employees who elect to accept layoff will have all the rights afforded to them in accordance with the collective agreement with the addition that they will be eligible 6 months of benefit coverage on a 50/50 cost share basis.

3.2 The layoff notifications will be issued to Cabin Services not later than February 1st, 2014 formally notifying them of contracting out of scope work effective June 1st, 2014. Those affected employees will have until March 31st, 2013 to return their decision notwithstanding the 21 (21) day provisions of article 10.06.

3.3 The layoff notifications will be issued to Ramp Services not later than February 1st, 2014 formally notifying them of contracting out of scope work in their base effective July 1st, 2014. Those affected employees will have until March 31st, 2014 to return their decision notwithstanding the 21 (21) day provisions of article 10.06.

3.4 The layoff notifications will be issued to Customer Service agents in YZR, YQL, YXH not later than January 1st, 2014 formally notifying them of contracting out of scope work effective May 1st, 2014. Those affected employees will have until March 1st, 2014 to return their decision notwithstanding the 21 (21) day provisions of article 10.06.

3.5 The layoff notifications will be issued to Customer Service agents in YYD, YPR, YZP, YYY, ZBF not later than May 1st, 2014 formally notifying them of contracting out of scope work effective September 1st, 2014. Those affected employees will have until July 1st, 2014 to return their decision notwithstanding the 21 (21) day provisions of article 10.06.

Option #4 – EMPLOYEES WHO ELECT TO BUMP:

4.1 Employees who elect to bump will do so in accordance with article 10.06.

4.2 Employees who bump to a new base, and increase their travel costs as a result of commuting to their new base, but do not move from their current base (commuting) are eligible to commuting expenses of up to \$7,500 for up to two (2) years from date of lay-off. Expenses incurred for commuting require submission of expense claims. Covered expenses are limited to mileage reimbursement, and the cost of either "Z fares" or U-write charges (including taxes and levies), or reimbursement for other modes of public transportation (i.e. ferry, bus etc.).

4.3 In the event an employee is not successful bumping into another base then that employee can choose Option #1 or Option # 3 if they meet the eligibility set in either option.

This Letter of Understanding shall come into force upon execution and will apply for the term of the Collective Agreement.

All other provisions of the Collective Agreement will continue to apply, except as expressly modified by this Letter of Understanding.

IN WITNESS THEREOF, the parties have signed this AGREEMENT, this

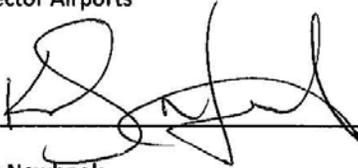
8th day of AUGUST, 2013.

For the Company:



Marnie King

Director Airports



Kirk Newhook

Director, Labour Relations & Crew Planning

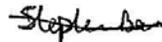
Phil Majerle, Director SOC

Director, Airports



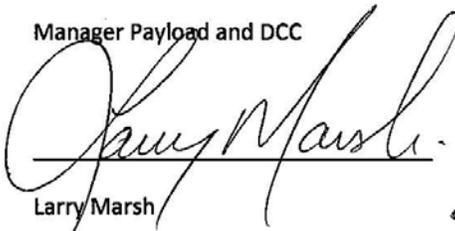
Stephen Boa

Manager Labour Relations



Jamie Dineen

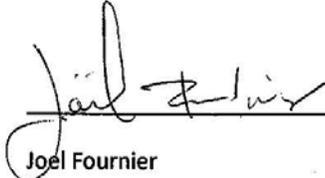
Manager Payload and DCC



Larry Marsh

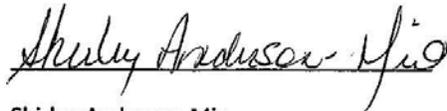
General Manager, Customer Service East

For the Union:



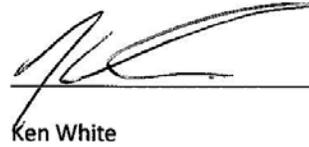
Joel Fournier

National Representative,



Shirley Anderson-Mio

CAW Bargaining Chairperson CAW Airports



Ken White

Bargaining Representative, CS Pacific



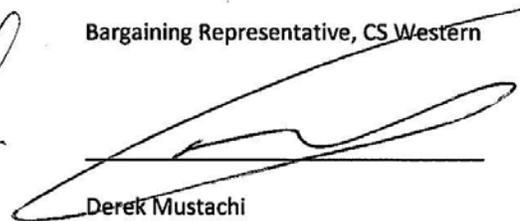
Huw Callard

Bargaining Representative, ACS West



Matt Sackville

Bargaining Representative, CS Western



Derek Mustachi

Bargaining Representative, ACS East



Rona Calverley
General Manager, Customer Service Central

Josee Genois
Bargaining Representative, Quebec

Laura Nadin-Young
General Manager, Customer Service West

Lee Kempster
Bargaining Representative, CS Atlantic



LETTER OF UNDERSTANDING #6 – VOLUNTARY SEVERANCE PACKAGES (“VSP”)

LETTER OF UNDERSTANDING

BETWEEN

JAZZ AVIATION L.P.
(Hereinafter referred to as “the Company”)

AND

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION and GENERAL WORKERS UNION of CANADA (CAW-CANADA), and its LOCAL 2002
(hereinafter referred to as “the Union”)

RE: Voluntary Severance Packages (“VSP”)

WHEREAS:

(1) The Company and the Union agree that the purpose of this LOU is to establish the processes, procedures, and timelines for qualifying employees to elect VSPs subject to arbitrator Hodges award of July 17th, 2013, and;

(2) Arbitrator Hodges award of July 17th, 2013 states:

Sufficient VSPs will be provided to those employees in the classifications and locations where this award provides for the contracting out of former scoped work...to offset the adverse effects to the employees. Additionally not less than 50 VSPs will be made available to the remaining classifications and locations on an annual basis, for employees who are at or above the maximum accrued vacation and wage scale to stimulate attrition in order for Jazz to be able to utilize the competitive scale awarded in point 1) b) above or to stimulate natural attrition. Any unused packages will be carried over until utilized.

(3) Any issues not scoped in this LOU will be subject to the provisions of the Collective Agreement and standard Company Policies and Practices; and

(4) Acceptance of a VSP is subject to Jazz Corporate Policy, with the following caveat: once an employee severs employment with Jazz they cannot be re-hired for a minimum of 5 (five) years.

NOW THEREFORE, the parties agree to the following:

Voluntary Separation Package (VSP)

The VSPs will be available to all qualifying Jazz employees who are at or above the maximum accrued vacation and wage scale.

- a. Severance equal to the payment of two (2) weeks per year of service to a maximum of fifty-two (52) weeks.
- b. Employee's service will be pro-rated for the purpose of determining continuous Company service, including any time worked part-time. Company service will be based on the following formula:

Number of regular hours worked in a calendar year			
<hr/>	x 12	=	number of months of
2,080			continuous service (rounded up
(number of full-time hours worked in a calendar year)			to next whole number)

- c. This severance will be paid in accordance with the traditional Jazz payroll dates.
- d. Employees who have met a retirement travel milestone will be eligible for travel privileges in accordance with the Retirement Policy. Employees who don't have the retirement milestone will receive one (1) travel pass per year of service for themselves, their spouse and their eligible dependants as described under the Jazz Travel Policy with a maximum of six (6) travel passes. These passes will be on a priority of C3/Y10 for category one (1) employees and a C5/Y10 priority for category two (2) and three (3) employees.
- e. Employees will be eligible for Benefits for a six (6) month period following separation provided they pay 100% of the cost.
- f. The employee will be considered as severed from the Company when the program is complete and once accepted, the VSP is considered binding.
- g. The actual exit date of the employees who elect VSPs will be determined by the needs of service. Once these dates are determined, employees will select in order of seniority. The VSP program will follow the schedule set out below:

Activity	Program Year			
	2013	2014	2015	2016
VSP Packages distributed by:	September 1 st , 2013	April 1 st , 2014	April 1 st , 2015	April 1 st , 2016
Apply	September 30 th , 2013	May 1 st , 2014	May 1 st , 2015	May 1 st , 2016
Award by	November 1, 2013	June 15 th , 2014	June 15 th , 2015	June 15 th , 2016
Exit by	April 30, 2014	April 30 th , 2015	April 30 th , 2016	April 30 th , 2017

- h. Employees who accept the Voluntary Severance Package that have reached the criteria for retirement in accordance with the Jazz Retirement Policy will be able to utilize their accumulated sick credits in accordance with articles 11.10.09 and 11.10.10.

This Letter of Understanding shall come into force upon execution and will apply for the term of the Collective Agreement.

All other provisions of the Collective Agreement will continue to apply, except as expressly modified by this Letter of Understanding.

IN WITNESS THEREOF, the parties have signed this AGREEMENT, this

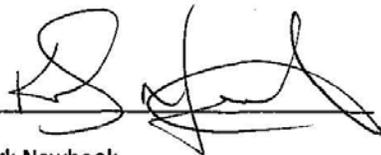
8th day of AUGUST, 2013.

For the Company:



Marnie King

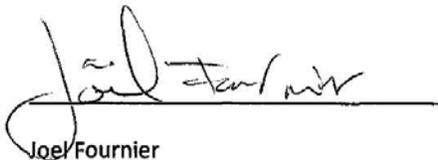
Director, Airports



Kirk Newhook

Director, Labour Relations & Crew Planning

For the Union:



Joel Fournier

National Representative,



Shirley Anderson-Mio

CAW Bargaining Chairperson CAW Airports

Phil Majerle

Director, SOC



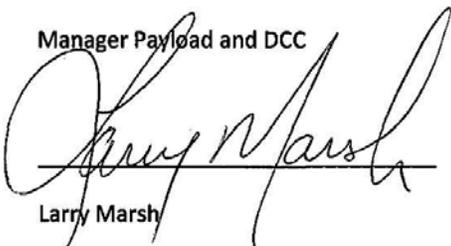
Stephen Boa

Manager Labour Relations



Jamie Dineen

Manager Payload and DCC



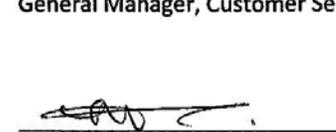
Larry Marsh

General Manager, Customer Service East



Rona Calverley

General Manager, Customer Service Central



Laura Nadin-Young

General Manager, Customer Service West





Ken White

Bargaining Representative, CS Pacific



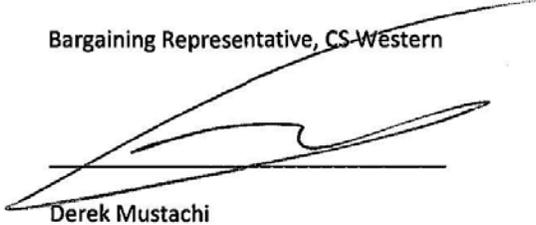
Huw Callard

Bargaining Representative, ACS West



Matt Sackville

Bargaining Representative, CS Western



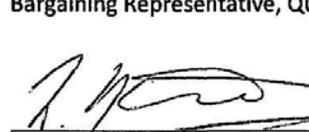
Derek Mustachi

Bargaining Representative, ACS East



Josee G nois

Bargaining Representative, Quebec



Lee Kempster

Bargaining Representative, CS Atlantic



LETTER OF UNDERSTANDING #7 – RELIEF STATUS LINES

Letter of Understanding

BETWEEN:

JAZZ AVIATION LP
(Hereinafter referred to as “the Company”)

AND:

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION and
GENERAL WORKERS UNION of CANADA (Unifor)
and its LOCAL 2002

(Hereinafter referred to as “the Union”)

RE: Relief Status Lines

WHEREAS:

In accordance with Arbitrator Hodges’ Award of July 17th, 2013, the Company and the Union have agreed to the implementation of relief lines.

NOW THEREFORE, the parties agree to the following:

Relief Status Lines

The Company and the Union commit to the following: relief lines will only be offered to permanent Jazz employees within the Base or location where the lines will be built. Further, relief lines will be deemed as permanent vacancies.

Relief lines are considered permanent full time positions and will be *offered* and awarded to permanent part time Jazz employees in the location. Employees who elect to bid to a relief position will work an equivalent of two thousand and eighty (2080) hours per year, averaged on a monthly basis. Notwithstanding; Article 12.0 (Filling of Vacancies), relief lines will only be *offered* and awarded to employees within the Base where the relief lines will be built.

The parties agree to adjust the definition in Article 1.05.17 to include relief status.

Relief line holders will maintain their permanent position in the RS Line except in the event of the following:

- In the event there is a lay off in the FT status the employee will have the right to bump a more junior employee filling a RS Line in the base assuming the RS status, bump to the PT status at the base or bump out of base as per Article 10. The displaced RS employee will revert back to PT status.
- In the event the Company reduces the amount of relief lines or removes the relief lines, the employee(s) covering will revert to PT status at the base, including those that were laid off from FT and elected to bump the RS Line.

Once awarded the relief line will become their permanent position. If more than one relief line is created, these lines will be bid by employees holding RS status only. The Company has the right to force the relief line(s) in reverse order of seniority to PT employees at the base.

Temporary positions in the base will be offered as per Art 12 including those employees covering a relief line.

At the winter and summer bids, the Company and the Union will determine the number of full time relief lines built per Base.

The Company proposes the concept of building relief lines in six (6) month increments, adjusting month to month to meet the work average of 173.3 hours/month and operational requirements. Relief lines will be awarded in accordance with seniority.

If in the preparation of the relief lines the shifts available follow a shift pattern as per Article 6.02, the Company will endeavor to follow the shift pattern.

In accordance with scheduling provisions of the Collective Agreement and to ensure that relief lines achieve the 173.3 hour average, on a monthly basis in accordance with the timelines in L1.03, and all applicable scheduling rules per Article 6.0. Relief lines will be populated with the known hours. Relief lines will be built to include all known hours in accordance with the Award. Provisions in the Collective Agreement including vacation, time bank, training, sick time i.e. sick leave, part time core hours, etc. excluding all leaves as per Article 12.09.

An effort will be made to fill all holes with full time shifts at monthly shift build versus part time shifts where possible.

In an effort to provide continuity to relief lines the Company and the Union agree to implement the ability to utilize Article 15.03.10 to shift vacation dates for the purpose of building relief lines.

Relief lines will be approved by the Company and the Union.

The Company and the Union agree to monitor the application and implementation of this Letter of Understanding on an ongoing basis.

This Letter of Understanding shall come into force upon execution.

All other provisions of the Collective Agreement will continue to apply, except as expressly modified by this Letter of Understanding.

LETTER OF UNDERSTANDING #8 – THREE (3) HOURS SHIFTS

LETTER OF UNDERSTANDING #18

Between

Unifor Local 2002

And

Jazz Aviation LP

Re: 3 Hour Shifts

WHEREAS the Company and Union recognizes that the purpose and intent of the three hour shift is not to erode, limit or decrease without cause the use of full time employees.

WHEREAS Hodges' decision of September 23rd, 2013 directed the employer and the Union will meet to negotiate the Implementation process."

WHEREAS since the effective date of July 17th, 2013 the gradual implementation of the VSPs is well underway.

NOW THEREFORE the Company will implement the 3 hour shifts per the Award effective November 1st, 2014 (Winter schedule) which is effectively the mid-way point in the life of this CA. The following will apply:

- Once the schedules have been built, all current 4 hour shifts will be analyzed with respect to work content, and the ability to reduce to three hours.
 - The criteria to be used for establishing 3 hour shifts to move from 4 hour shifts will be:
 - Flight schedule
 - The current practise of determining shift schedules will remain unchanged with respect to manpower requirements in Jazz stations that have 20FTEs or greater.
 - 3 hour shifts will apply to all Jazz stations with less than 20 FTEs and will include core shifts, call outs and the application of this reduction to OT as defined in various places in the CA (art 7, LOU 1). Notwithstanding, all new work at any location regardless of FTEs will remain at 3 hours for scheduling of new work.
-
- The minimum call out for PT employees will be three hours.
-

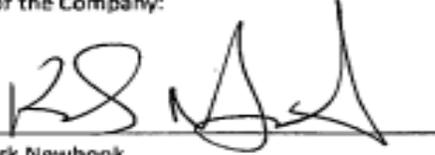
- In existing/current stations the following core principles would apply:
 - The Company will build the Winter 2014/2015 schedule in order to provide the opportunity to implement three hour shifts. The Company and the Union will review the proposed schedules consistent with 6.03.01.

Any dispute related to the foregoing, and the application of article 6.03.01, will be moved forward to arbitrator Hodges on an expedited basis.

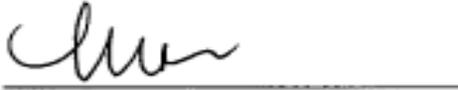
The Company and the Union will meet within 60 days of the implementation of the new schedule to review how the three hour shift was used and how it will be used the next time around.

Dated this 2ND day of September 2014.

For the Company:



Kirk Newhook
Director, Labour Relations and Crew Resources

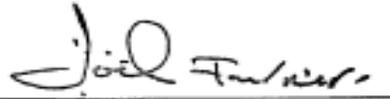


Marnie King
Director, Airports



Stephen Boa
Manager, Labour Relations

For the Union:



Joel Fournier
Unifor National



Shirley Anderson-Mio
Unifor Bargaining Chair

LETTER OF UNDERSTANDING #9 – TOW CREW WAGE SCALE & LABOUR MARKET ECONOMIC PRESSURES

LETTER OF UNDERSTANDING

BETWEEN

Air Canada Jazz (“JAZZ”)

AND

UNIFOR (THE UNION)

RE: TOW CREW WAGE SCALE & LABOUR MARKET ECONOMIC PRESSURES

WHEREAS: Distinct Labour market conditions exist in the major hubs (Vancouver, Calgary and Toronto) where Jazz tow crew classification employees work, and

WHEREAS: The Company and the Union agree that these labour markets have competitive pressures that require an amendment to certain provisions of the Collective Agreement to ensure the ability to recruit employees and protect the operation ,

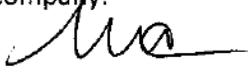
NOW THEREFORE: The Company and the Union agree as follows:

- (1) Article 5.01.01 of the Collective Agreement will be amended for tow crew employees only working in Vancouver, Calgary and Toronto to the extent that the Company will be permitted to offer wages at any point on the existing scale (“Ramp Scale for Current Employees”). This will include the payment of the Cash Bank Premium.
- (2) Tow crew employees hired after July 17th, 2013 will be moved over to the “Ramp Scale for Current Employees” in a manner consistent with the wage scales of employees in each base. Where possible, the wages of current employees in each base may be adjusted/increased such that there is no inequity in the relative seniority of employees.
- (3) When a tow crew employee hired after July 17th, 2013 transitions to another classification or Division within the Collective Agreement they will, subject to article 5.01.02, revert to their applicable length of employment wage scale (i.e. “Ramp Scale for New Employees”), and they will also forfeit the Cash Bank Premium. Employees hired prior to July 17th, 2013 and subject to the above labour market economic pressures will also be subject to the provisions of article 5.01.02, however they will retain their “Ramp Scale for Current Employees” status.
- (4) All other provisions of the Collective Agreement will continue to apply, except as expressly modified by this Letter of Understanding.

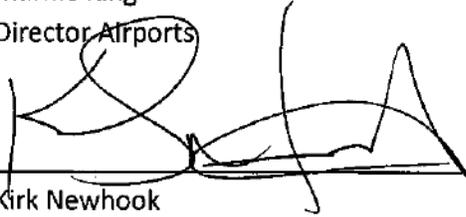
This Letter of Understanding shall come into force upon execution and for the duration of the current collective agreement.

IN WITNESS THEREOF, the parties have signed this AGREEMENT, this ²³~~31~~ day of OCT, 2014.

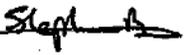
For the Company:



Marnie King
Director Airports

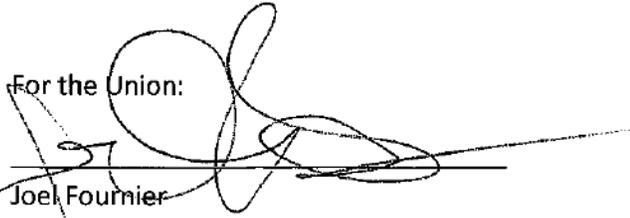


Kirk Newhook
Director, Labour Relations & Crew Planning

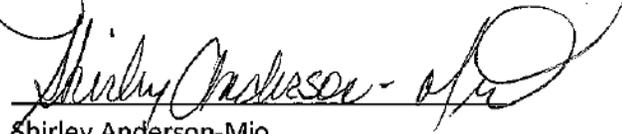


Stephen Boa
Manager Labour Relations

For the Union:



Joel Fournier
National Representative, UNIFOR



Shirley Anderson-Mio
UNIFOR Bargaining Chairperson CAW Airports



Huw Callard
UNIFOR Jazz ACS Bargaining Representative

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LETTER OF UNDERSTANDING #11 – YYJ CARGO & BAGGAGE OPERATIONS

LETTER OF UNDERSTANDING

Between

Unifor Local 2002

And

Jazz Aviation LP

Re: YYJ Cargo & Baggage Operations

WHEREAS the Company and Union agree that the Victoria (YYJ) Airport Cargo and Baggage services classifications are currently being operated as a cross-utilized function within a separate location under the current collective agreement and;

WHEREAS Cargo and Baggage Services are being cross-utilized, distinct from the function of the Customer Service classification, and;

WHEREAS the Company seeks to implement efficiencies in the scheduling of Cargo and Baggage services due to the reduction of work required at the Victoria Airport, and in order to better cross utilize available staff;

NOW THEREFORE the Company will implement a work schedule, effective the 2015 Summer schedule change, which provides for the following:

-
- ~~Combining work functions in YYJ Cargo and Baggage Services for both full time (FT) and part time (PT) employees.~~
 - Training FT and PT YYJ Cargo and Baggage Service employees in each job classification function in order to be able to provide schedule efficiencies. Nothing in the foregoing will prevent the Company from implementing a staff reduction due to manpower requirements.
 - Any existing lead whose position is eliminated as a result of the implementation of the foregoing scheduling efficiencies, and who remains an active employee in the combined Cargo & Baggage services location, will retain their lead rate of pay (relative to hours worked in whichever status they remain; i.e. PT or FT) for the duration of the current collective agreement only. If an existing lead bumps to another position or classification they will forfeit their current Cargo or Baggage Services lead status.
 - The Company and the Union agree that Cargo and Baggage service cross-utilization in YYJ will continue as determined by article 4.01.01 of the collective agreement.

This LOU will become effective upon signing,

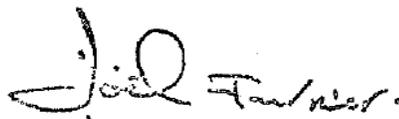
Entered in to this 18th day of MARCH 2015 in Toronto, Ontario

For the Company:

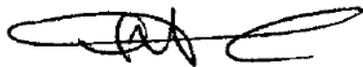


Marnie King, Director Airports

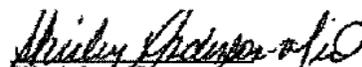
For the Union:



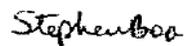
Joel Fournier
UNIFOR National



Laura Nadin-Young, GM CS West



Shirley Anderson-Mio
UNIFOR LOCAL 2002 Jazz Chair CS/ACS



Stephen Boa, Manager LR



Ken White
UNIFOR Local 2002 Jazz CS Pacific

LETTER OF UNDERSTANDING #12 – YXS CARGO

LETTER OF UNDERSTANDING

BETWEEN

Jazz Aviation LP

AND

UNIFOR (THE UNION)

RE: YXS CARGO

WHEREAS: The Company and the Union agree that this LOU will resolve all matters related to grievance G614-03-15, and;

WHEREAS: The Company and the Union are in agreement that the current cross utilization of employees performing both customer service and Cargo work in Prince George (YXS) on the same shift shall end;

NOW THEREFORE: YXS Employees on shift will be working either a Cargo shift or a CSA shift, with work duties being differentiated as per article 4 of the collective agreement, or as amended by the terms set out below:

- (1) One full time (FT) Cargo agent will be maintained, specifically as a Cargo agent in the cargo classification. The incumbent, who previously held the Cargo lead position, will be returned to this position effective the implementation date of this LOU.
 - (2) Current FT employees in the CSA classification, who have been trained in the Cargo function, will have the opportunity to elect to keep their Cargo certification current or to let it lapse. If the training is not maintained (if the Cargo certification becomes invalid, or lapses), the FT CSA agents will no longer be qualified and as a result will not be eligible for overtime opportunities.
 - (3) In addition, the FT Cargo agent will have the same opportunity to maintain CSA skills and be eligible for overtime for a CSA shift.
 - (4) Any FT employees in the CSA classification who transfer into the base will have the opportunity to be ~~Cargo trained, and be eligible for overtime shifts when required.~~
 - (5) Anyone filling the one FT cargo position will also have the opportunity to be trained as a CSA, to be eligible for overtime opportunities.
 - (6) Two part-time (PT) Cargo agents will be classified as Cargo agents.
 - (7) Any newly hired or transfer PT employee into YXS will require to be trained in both CSA and CARGO functions, as the schedule allows.
-
-

(8) Once both existing PT Cargo classification employees have left (transferred out of the base or ended their employment with Jazz):

- (a) The resulting PT vacancies/position will be that of CSA/CARGO, with the understanding that these PT employees will be trained in Cargo and CSA functions.
- (b) Separate bidding of two different classifications will cease, and one preferential bid will take place, with Cargo shifts designated by function on the bidding schedule, to be bid in seniority order with all other shifts.

(9) Current PT employees in the CSA classification have all been trained in the Cargo function and, as such, to provide flexibility to base as a whole, will be required to maintain their Cargo certification current.

(10) PT CSA/Cargo agents will be entitled to receive SAFETY FOOTWEAR and WORK WEAR according to the following agreed upon allotments, which will modify without precedence or prejudice, article 17.06 and article 19.03 and all related provisions of the collective agreement:

- One pair of work boots to a maximum of \$150 paid by the company, once every 2 years, with receipt.
- Two (2) sets of workwear per year, with the ability for the employee to exchange items consistent with those specified in article 19.03.01.
- Per 19.03.02 employees are entitled to a coat once every 4 years, rather than every 2 years.

(11) A trained cargo agent will mean an employee who has successfully completed the initial Cargo training, including obtaining Dangerous Goods (DG) certification. Thereafter, the employee maintains their Cargo qualification by successfully completing DG certification every two years.

Bidding:

(1) At schedule change twice per year per article 6, hours of operation for Cargo operations are determined and the FT line is built based on the cargo operational requirements.

(2) For PT employees, two preferential bids will occur, one for the Cargo classification and one for the CSA classification. All scheduling rules found in LOU1 apply for each respective classification. The classifications remain separate for all purposes during this time. Once both existing PT Cargo classification employees have left (transferred out of the base or ended their employment with Jazz) separate bidding of two different classifications will cease, and one preferential bid will take place, with Cargo shifts designated by function on the bidding schedule, to be bid in seniority order with all other shifts.

(3) Hours available for bid by the PT Cargo classification during the preferential bid, include all available hours designated as Cargo shifts. Hours available for bid by the CSA classification during the

preferential bid, include all available hours designated as CSA shifts. All scheduling rules per LOU 1 apply.

- (4) During the month, and through application of adhoc rules in LOU1, a combined list of PT employees, by seniority, from both Cargo and CSA classifications will be used for call out purposes. Assigning of work as permitted through LOU1 for adhoc work, will be done from the combined list in reverse seniority order.
- (5) Should the company decide to offer overtime, it will be offered to employees in order of seniority, from a combined list of those qualified from both classifications.

Nothing in the foregoing will prevent or deter the Company from determining manpower or staffing requirements in accordance with the terms set out in the collective agreement.

All other provisions of the Collective Agreement will continue to apply, except as expressly modified by this Letter of Understanding.

This Letter of Understanding shall come into force upon implementation.

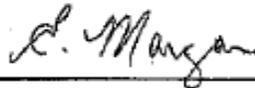
IN WITNESS THEREOF, the parties have signed this AGREEMENT, this 8th day of March, 2017.

For the Company:

For the Union:



Marnie King
Director Airports



Liz Marzari
National Representative, UNIFOR



Kevin Knudsen
General Manager, Customer Service West



Denise Cochrane
UNIFOR Jazz Bargaining Chairperson



Stephen Boa
Manager Labour Relations



Kassi Doherty
UNIFOR Jazz Bargaining Representative

LETTER OF UNDERSTANDING #13 – CONCIERGE FUNCTION

CONCIERGE FUNCTION

Whereas the Company and the Union agree that where Concierge Agents are required by the Company in the Customer Service (CS) division, and;

Whereas the duties of the Concierge Agent will vary according to the work location, now;

Therefore, the purpose of the Concierge work function is to provide premium customers with personalized service that compliments the service these customers receive throughout their entire travel experience. Except as otherwise provided for hereinafter, all provisions of the Collective Agreement shall apply to Customer Service Agents performing the Concierge work function.

Concierge Agent work duties will include, but not be limited to the following:

- Perform all Concierge functions as trained;
- When not providing Concierge functions, Concierge Agents shall provide assistance with the CSA related functions at the station as directed;
- Concierge agents shall carry and monitor the Air Canada provided cell phone dedicated to the Concierge department, and the centralized Concierge Desk.
- Concierge Agents shall take part in the daily Concierge conference calls;
- Concierge agents shall do all reasonably possible for Air Canada premium customers.

Selection Process and Vacancies:

- At the local level, a Concierge vacancy notice shall be posted for a minimum of fourteen (14) days;
- The Company will fill the Concierge work function vacancies with qualified agents from within the same classification and location. Qualifications shall be established by the Company. Where two (2) or more applicants have equal qualifications, seniority shall determine who will proceed to the interview process. The interview process will be used to determine whether an applicant has the additional qualifications to do the job.
- The Bargaining Representative or a designate shall form part of the selection panel to provide input into the interview process. If the most senior applicant does not pass the interview, the Company will provide the Union with a detailed justification for the decision. If the Company is unable to fill a vacancy for the Concierge work function with a qualified agent within the same status and location, the Company may action the transfer list in accordance with Article 12. However, an employee's ability to transfer will be dependent on the selection process outlined above;

- If a Concierge Agent desires to exit the work function, they must provide, at a minimum, sixty (60) days' notice. This will only be possible if:
 1. An opening exists;
 2. An exchange as per Article 12.08;
 3. LOT;

Training:

- Concierge training is delivered by the AC Concierge team.

Schedules and Vacation:

- Employees selected as Concierge Agents will bid vacation and work schedules in accordance with Articles 6 and 15. No more than one (1) Concierge Agent will be off on vacation at a time;
- Concierge function employees may shift trade with a non-Concierge trained employee pending a trained employee on shift that can be re-assigned to the Concierge function.

Trial Period:

- An employee who enters the Concierge work function will enter a one hundred and eighty (180) day trial period to assess their ability to perform the Concierge function;-
- If the employee cannot effectively perform the job, they shall be returned to their former position including, status, classification, and location;
- The Company will not curtail the trial period without just cause before it has run its normal course.

Staff Reductions:

- If the Company reduces the number of required Concierge Agent positions in a base, reductions within the Concierge Agent function will be in reverse seniority order.

Uniform:

- Concierge Agents shall wear distinctive black uniforms and identification brevets. The uniform for Concierge Agents will be distinct from that of the employees in the CSA work function;
- The cost of the initial concierge uniform shall be paid for at one hundred percent (100%) by the Company, replacement pieces and uniform credits, will be provided for in accordance with Article 19 of the Jazz Collective Agreement.

Note: This article will apply and amend the YTZ MOA, with respect to the Concierge function

LETTER OF UNDERSTANDING #14 – PREMIUM AGENT FUNCTION

PREMIUM AGENT FUNCTION

Whereas the Company and the Union agree that where Premium Agents are required by the Company in the Customer Service (CS) division, and;

Whereas the duties of the Premium Agent will vary according to the work location, now;

Therefore, the purpose of the Premium Agent work function is to provide premium customers with personalized service that compliments the service these customers receive throughout their entire travel experience. Except as otherwise provided for hereinafter, all provisions of the Collective Agreement shall apply to Customer Service Agents performing the Premium Agent work function.

Premium Agent work duties will include, but not be limited to the following:

- Perform all Premium Agent functions as trained;
- When not providing Premium Agent functions, Premium Agents shall provide assistance with the CSA related functions at the station as directed;
- Premium Agents shall do all reasonably possible for Air Canada premium customers.

Selection Process and Vacancies:

- The Company will fill the appropriate Premium Agent work function vacancies with qualified agents from within the same classification and location. Bids for Premium Agent positions will only be accepted from qualified employees in the classification and location. Qualifications shall be established by the Company, where two (2) or more applicants have equal qualifications, seniority shall govern the appointment;
- At the local level, a Premium Agent vacancy notice shall be posted for a minimum of fourteen (14) days;
- If a Premium Agent desires to exit the work function they will do all possible to provide, at a minimum, sixty (60) days' notice.

Training

- Premium Agent Training may be delivered by either AC or QK.

Schedules and Vacation

- Employees selected as Premium Agents will bid vacation and work schedules in accordance with Articles 6 and 15;
- Premium Agent function employees may shift trade with a non-Premium Agent trained employee pending a trained employee on shift that can be re-assigned to the Premium Agent function.

Trial Period:

- An employee who enters the Premium Agent work function will enter a one hundred and eighty (180) day trial period to assess their ability to perform the Premium Agent function. If the employee cannot effectively perform the job, they shall be returned to their former position including, status, classification, and location;
- The Company will not curtail the trial period without just cause before it has run its normal course.

Staff Reductions:

- If the Company reduces the number of required Premium Agent positions in a base, reductions within the Premium Agent function will be in reverse seniority order.

Uniform:

- No uniform differences apply.

LETTER OF UNDERSTANDING #15 – EMPLOYEE CLASSIFICATION OR POSITION CHANGES

LETTER OF UNDERSTANDING

Between

Unifor Local 2002 Airports

And

Jazz Aviation LP

RE: EMPLOYEE CLASSIFICATION OR POSITION CHANGES

Whereas art 5.03 provides for an employee's wage scale progression when the employee changes position or progresses to another classification, and;

Whereas art 5.01.01 and art 5.01.02 do not currently identify or address the possibility of an employee changing position or classification in a base where economic pressures exist only in a specific position or classification, now;

Therefore, the Company and the Union agree as follows:

- (1) An employee working in a classification, within a base, that is subject to economic pressures shall revert to length of time on scale if the employee transfers to a different position or classification, within the same base, that is not subject to economic pressures.
- (2) The Company and the Union will consult to determine the appropriate time on scale of the original position (as though the economic pressure did not exist) and, subject to art 5.03 if the new rate is less than what the employee would have received, the employee will be advanced to the next higher level of the new scale.

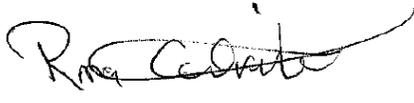
All other provisions of the Collective Agreement will continue to apply, except as expressly modified by this Letter of Understanding.

DURATION OF LOU

This Letter of Understanding shall come into force upon execution and for the duration of the current collective agreement.

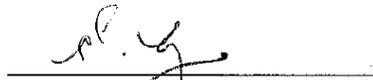
Entered in to this 14th day of July 2019.

For the Company:

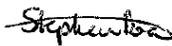


Rona Calverley
GM Customer Service Central

For the Union:



Liz Marzari
Unifor National Representative



Stephen Boa
Manager Labour Relations



Denise Cochrane
Unifor Local 2002 Jazz Chairperson

LETTER OF UNDERSTANDING #16 – RS LINE & CONCIERGE FUNCTION (YYJ)

LETTER OF UNDERSTANDING

Between

Unifor Local 2002 Airports

And

Jazz Aviation LP

RE: RS Line & CONCIERGE FUNCTION (YYJ)

Whereas LOU # 7 (RELIEF STATUS LINES) provides for relief lines to be built "...to include all known hours...including vacation, time bank, training, [and] sick time..."; and

Whereas LOU #13 (CONCIERGE FUNCTION) prescribes a limitation on vacation slots for employees selected as Concierge Agents: "No more than one (1) Concierge Agent will be off on vacation at a time."; now

Therefore, the Company and the Union agree as follows:

- (1) All future RS line holders in YYJ will be concierge trained for the purpose of providing vacation relief to Concierge trained agents in Victoria (YYJ). The intent is to permit for more than one (1) Concierge function agent to take vacation at a time.
- (2) The Company and the Union stipulate that this agreement will apply to LOU #7 and LOU #13 in the Jazz Airports Collective Agreement for the purpose of providing vacation relief to the Concierge function in YYJ.
- (3) Should YTZ (Toronto Island) require similar consideration, the Company and the Union will discuss the particulars of that stations' requirements.
- (4) If any other station implements a Concierge function, the Company and the Union will review the foregoing in order to determine the application of this modification to any new Concierge function station.

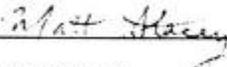
All other provisions of the Collective Agreement will continue to apply, except as expressly modified by this Letter of Understanding.

DURATION OF LOU:

This Letter of Understanding shall come into force upon execution and for the duration of the current collective agreement.

Entered in to this 11th day of Feb 2020.

For the Company:



Matthew Stacey
GM Customer Service Western Region

For the Union:



Liz Marzari
Unifor National Representative



Stephen Boa
Manager Labour Relations



Denise Cochrane
Unifor Local 2002 Jazz Chairperson

LETTER OF UNDERSTANDING #17 – RACIAL JUSTICE ADVOCATE

LETTER OF UNDERSTANDING

-between-



-and-

JAZZ AVIATION LP

RE: RACIAL JUSTICE ADVOCATE

In recognition of societal racism, the Company agrees to identify three (3) racial justice advocates. A Racial Justice Advocate will be an individual who identifies as a member of the Black, Indigenous or racialized community.

The Local Union President will be responsible for the selection of the facility Racial Justice Advocate. A Racial Justice Advocate is a workplace representative who will assist and provide support for Black, Indigenous and racialized people and concerns such as racial discrimination and racial violence.

The role of the Racial Justice Advocate in the workplace will include to:

- Listen
- Provide support to Black, Indigenous and racialized members
- Assist with racial justice initiatives
- Promote access to community culturally appropriate services
- Work with facility leadership to develop, implement and monitor an Anti-Racism Action Plan
- Network with coalition partners

Should the Racial Justice Advocate require time off the job in order to fulfill their duties, the Union will review the request and, if in agreement, will submit a leave of absence request prior to the requested leave for approval by the Human Resources department. Such approval shall not be unreasonably withheld.

MEMORANDUM OF AGREEMENT
Between
Air Canada, Jazz Air L.P., IAMAW, and CAW

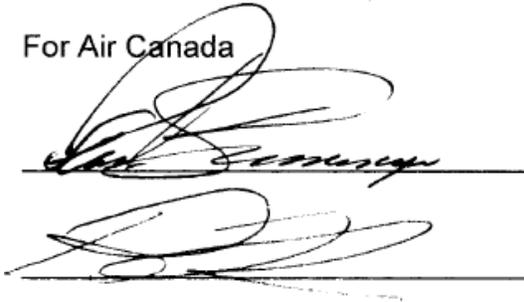
With respect to Regina and Saskatoon the parties agree as follows:

1. The three current Customer Service Agents represented by the IAMAW in Regina, and three of the five in Saskatoon will not be laid off or permanently reassigned to another classification, and will continue to perform the Cargo Service work they currently perform provided Cargo service continues to be provided at these locations.
2. The two remaining Customer Service Agents in Saskatoon will be reassigned with pay protection to the position of full time Station Attendant and will provide Customer Service Agent relief for the three permanent Customer Service Agents providing Cargo service in Saskatoon, and will also fill a permanent vacancy created by the departure of any one of the three.
3. In the event a layoff of full time Station Attendants results in a staff level that is less than the number that exists after the assignment in Item 2, the Customer Service Agents assigned to the position of Station Attendant will be carried in addition to the remaining complement after the layoff so long as the total does not exceed the staff level provided for after the assignment in Item 2. For example, if the total staff level after the assignment is 7 and three are laid off, the Customer Service Agents will be kept in addition to the remaining 4 for a total of 6.
4. Subject to Item 2, as the current Air Canada Customer Service Agents leave the Company, the work they performed will be absorbed into Jazz Customer Service Agent requirements.
5. Effective October 1, 2005 the Customer Service Agents employed by Jazz at Regina and Saskatoon and represented by the CAW will perform Baggage Service duties and may assist, as required, to perform Customer Service Agent duties related to Cargo Service.
6. The foregoing is agreed on the assumption that Air Canada can fly its metal into Saskatoon and Regina from time to time.
7. Neither the CAW nor the IAMAW will use this agreement to further any arguments for single employer and Air Canada and Jazz Air L.P. are parties to this agreement on the basis of this undertaking.

8. The foregoing is agreed without precedent or prejudice to any other matters arising between the parties.
9. Any issues arising from the implementation and / or interpretation of the foregoing which cannot be resolved by the parties will be referred to Martin Teplitsky who remains seized on matters arising out of this agreement.

Agreed this 22nd day of August

For Air Canada



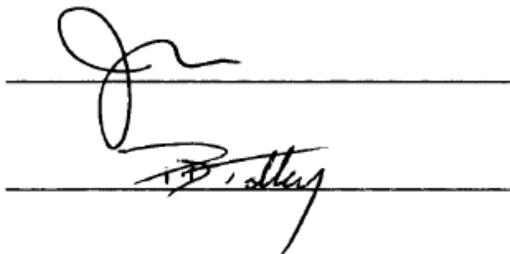
Two handwritten signatures in black ink, each written over a horizontal line. The top signature is a large, stylized cursive signature. The bottom signature is a smaller, more compact cursive signature.

For Jazz Air L.P.



Two handwritten signatures in black ink, each written over a horizontal line. The top signature is a cursive signature that appears to start with 'Sally'. The bottom signature is a more complex, multi-stroke cursive signature.

For the IAMAW



Two handwritten signatures in black ink, each written over a horizontal line. The top signature is a simple, stylized cursive signature. The bottom signature is a cursive signature that appears to start with 'D. Steg'.

For CAW Canada



Two handwritten signatures in black ink, each written over a horizontal line. The top signature is a cursive signature that appears to start with 'Greg'. The bottom signature is a cursive signature that appears to start with 'Tomato'.

MEMORANDUM OF AGREEMENT #2 – TORONTO ISLAND (YTZ) OPERATIONS

**Memorandum of Agreement
Between
Jazz Aviation LP
&
UNIFOR LOCAL 2002
re: Toronto Island (YTZ) Operations**

Whereas the Company and the Union agree that the issues set out below have discussed and settled with respect to the implementation of arbitrator Hodges award dated January 27th, 2017, and;

Whereas the Company and the Union met on February 2nd to exchange their list of implementation issues, and;

Wherein arbitrator Hodges is seized with jurisdiction to resolve any outstanding matters related to his award, now;

Therefore, the following terms and conditions of current employment will apply to the former Sky Regional employees working at YTZ:

- (1) YTZ former Sky Regional employees will all have a January 23rd, 2017 seniority date. Relative seniority will be further determined by utilizing the employees' initial date of hire in order to delineate their position on the seniority list.
- (2) The agreed upon schedule change, in accordance with the processes outlined in article 6 of the Jazz collective agreement will occur with the normal twice per year bidding process.
 - (a) Any staffing reductions achieved through scheduling efficiency, consistent with the introduction of part time work where appropriate, will result in current FT employees being offered the opportunity to maintain PT employment in YTZ without requiring the Company to post for vacancies.
 - (b) Any proposed schedules will conform to the current menu of shifts contained in the Jazz collective agreement, and subject to all related articles.
 - (c) The application of LOU 1 (part time preferential bid) will commence consistent with the implementation of a schedule change that introduces part time work schedules.
- (3) The Company will implement the introduction of a FT senior lead position for YTZ. The addition of the senior lead position will not, by itself, create a layoff to the current complement of employees at Toronto Island.
- (4) The Company and the Union have agreed to a list of grooming functions required for RON (overnighting) aircraft. The list is attached to this agreement as "Appendix A". For day grooming the Company and the Union have agreed that agents will assist, when requested, with light grooming duties.

The Company agrees that it will provide grooming services, and source additional resources should the agent determine that the "spill kit" provided is insufficient for the purpose of performing light grooming duties.

- (5) Toronto Island agents will perform the function related to aircraft door opening, and the Company will ensure that agents are trained to perform this task.

- (6) Toronto Island agents will perform the functions of passenger assist lift related to wheelchairs and transfers and the Company will ensure that agents are trained to perform this task. In the event that additional support (i.e. inoperable equipment) is required for this function, the Company agrees to utilize Jazz Ramp Attendants from London (YXU) to assist; such assistance will be consistent with Parachute Assignment language in the Jazz collective agreement.
- (7) Concierge services will be provided in accordance with the terms outlined in the attached LOU (Appendix B)
- (8) The Company agrees to the following in respect of pay & vacation related issues:
- (a) The transferred Sky Regional employees are transitioned to the corresponding rate of pay on the Jazz “new employee” scale, effective January 23rd, 2017. Any retroactive amounts owing to these employees will be processed for the February 25th, 2017 pay period. The Union will advise the Company of any concerns if an employee does not receive their retro payment, as applicable.
 - (b) The two current leads who are earning \$18.63/hour will be red-circled at that rate until the “new employee” scale catches up to their rate of pay. Should any negotiated “new employee” rate exceed their red-circled rate, these two employees will receive the equivalent progression on scale.
 - (c) The transferred Sky Regional employees will each receive one (1) sick day credit for the month of January 2017; thereafter, these employees will receive sick day credits consistent with the Jazz collective agreement.
 - (d) The transferred Sky Regional employees will each receive the \$25 cleaning allowance for the month of January, 2017; thereafter, these employees will receive cleaning allowance consistent with the Jazz collective agreement.
 - (e) The transferred Sky Regional employees will receive their footwear allowance consistent with the Jazz collective agreement.
 - (f) The transferred Sky Regional employees will each receive the \$200 uniform allowance credit consistent with the Jazz collective agreement.
 - (g) Toronto Island is not considered a base subject to labour market economic pressures as defined in article 5.01.01 of the Jazz Airports Collective Agreement (CBA). The transferred Sky Regional employees’ wages, under the Jazz Airports CBA, will therefore be unaffected for the purposes of article 5.01.02.
 - (h) The transferred Sky Regional employees will maintain their awarded vacation for 2017. Vacation entitlement, determined by years of employment under article 15.02 of the Jazz Airports Collective Agreement, will be adjusted as necessary on a going forward basis (2018 and all future vacation calendar years) subject to the transferred employees’ Sky Regional date of hire.

Once signed, this agreement will be considered binding on all parties.

In witness thereof, the parties have signed this agreement this 21st day of March, 2017.

For the Company:

For the Union:

Kirk Newhook, VP Employee Relations

Liz Marzari, Unifor National
Representative

Marnie King, Director Airports

Denise Cochrane, Unifor Local 2002
Jazz Bargaining Chairperson

Rona Calverley, GM Customer Service Central

Stephen Boa
Manager Labour Relations

INTEREST ARBITRATION AWARD (HODGES)

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN

JAZZ AVIATION LP

AND

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

ARBITRATOR: Tom Hodges

FOR THE COMPANY: Kirk Newhook, Director, Labour Relations
Franco Giampa, Vice President, Airports and SOC
Phil Magerle, Director, System Operation Control
Marnie King, Director, Airports
Stephen Boa, Manager, Labour Relations
Rona Calverley, General Manager, Customer Service, USA
Larry Marsh, General Manager, Customer Service Eastern
Jamie Dineen, Payload and Departure Control
Bret Granville, Manager, Financial Services, Airports
Lynette James, Labour Relations

FOR THE UNION: Joel Fournier, National Representative
Jamie Ross, President, CAW Local 2002
Shirley Anderson-Mio, Bargaining Chair
Mathew Sackville, Bargaining Representative, Saskatoon
Lee Kempster, Bargaining Representative, Atlantic
Huw Collard, Bargaining Representative, West
Robert Pamonti, Bargaining Representative, East
Josee Genois, Bargaining Representative, East
Ashley Watkins, Executive Assistant, Local 2002

HEARING: March 26 & 27, 2013

AWARD: July 17, 2013

AWARD

This is an interest arbitration award resulting from a mediation/arbitration agreement between the parties dated March 14, 2013. The agreement provides, in part, that the arbitrator will provide a determination of the issues remaining in dispute and the decision shall be final and binding on the parties.

BACKGROUND

On September 18, 2012 CAW-Canada gave notice to bargain pursuant to section 49 of the *Canada Labour Code*. The parties commenced bargaining on October 29, 2012 and continued meeting for over 15 days of collective bargaining without reaching a settlement. On March 14, 2013 the parties signed a mediation/arbitration agreement to submit their dispute to a neutral third party. Between March 26 and March 28, 2013 the parties attended mediation/arbitration hearings and provided extensive written submissions to the arbitrator.

The parties agree that the arbitrator has jurisdiction to determine the disputed terms of a new collective agreement and to render the new collective agreement effective from January 14, 2013.

Jazz Aviation today is the third largest scheduled airline in Canada based on fleet size, carrying out virtually all of its flying on a contracted basis for Air Canada. Presently using a fleet of 122 aircraft, Jazz operates scheduled passenger service on behalf of Air Canada, with approximately 779 departures per weekday to 82 destinations across Canada and the United States. The Company currently employs some 4,558 FTE employees.

Jazz is Canada's largest regional airline. Jazz primarily services lower density markets and higher density markets during off-peak periods throughout Canada and the United States. Jazz is headquartered in Halifax, Nova Scotia and has regional offices and operational bases across Canada in Vancouver, Calgary, Toronto, London and Montreal.

CAW-Canada Local 2002 is a chartered Local union of CAW-Canada with approximately 9,500 members working in 17 bargaining units connected to the air transport industry, including Jazz employees. CAW-Canada Local 2002 represents the following units of Jazz employees:

- Customer Service Division and Aircraft Service Division (within bargaining unit);
- Technical Service and Maintenance; and
- Crew Scheduling

The employees in the bargaining unit are employed in the Customer Service and Aircraft Services Divisions. As of January 2013, the 984 employees in the bargaining unit occupied the following groups:

• Commissary	4
• Customer Service Agents	607
• Day Groomers	53
• Night Groomers	90
• Day/Night Groomers	7
• Departure Control Coordinator	15
• Load	9
• Ramp Attendant	84
• Station Terminal Operation	53
• Tower	55

ISSUES IN DISPUTE

- 1) Term
- 2) Wages - "B" Scale
- 3) Retroactivity
- 4) General Holiday Pay Calculation
- 5) Vacation Entitlement: Fifteen Years of Service
- 6) Pension
- 7) Loyalty Premium
- 8) Cargo Premium
- 9) Voluntary Separation Packages
- 10) Staffing Issues
 - i) Grooming
 - ii) Ramp Handling
 - iii) Drivers/Delivery/Agents/Commissary Operation
 - iv) Small Base Elimination
 - v) Cross Utilization
 - vi) Relief Lines and Vacation Bidding
 - vii) Minimum Shift Hours
 - viii) Part-Time Employees
- 11) Footwear Allowance

**ECONOMIC OVERVIEW
EMPLOYER POSITION**

The extensive number and complexity of the remaining issues in dispute is unusual for resolution in an interest arbitration process. The stalemate at this point is the result of the employer's insistence the bargaining unit is to be reshaped if the airline is to survive the present and future challenges.

The employer submits that resolution of the issues in dispute should be determined based not only on the history of Jazz, but more importantly on the present and future threats it faces. Most importantly the employer emphasizes the changing structure of the relationship between Jazz and Air Canada.

The employer noted that when Air Canada and Jazz came out of CCAA protection, Jazz was no longer a subsidiary of Air Canada. Instead, Jazz and Air Canada became subsidiaries of the newly-formed ACE Aviation, and the historical relationship between Jazz and Air Canada was replaced by a new contractual arrangement, the Capacity Purchase Agreement (the "Initial CPA"). The Initial CPA has been the subject of substantial amendments in 2006, 2009, 2011 and 2012, but the essential structure remains the same.

Under the current CPA, Jazz operates scheduled passenger service on behalf of Air Canada to and from lower density markets as well as higher density markets at off-peak times, throughout Canada and to and from certain destinations in the United States. Under the CPA, Jazz is obligated to provide the capacity of the Covered Aircraft, which at the end of 2012 was 124 out of 129 operating aircraft, to carry out the Scheduled Flights, which comprise about 99 percent of the flying done by Jazz. Air Canada determines the routes, schedules and fares of the Scheduled Flights.

The employer emphasizes that the success of Jazz's business depends on the success of its relationship with Air Canada. The CPA calls for Jazz and Air Canada to agree on any adjustments needed to be made to ensure that the corresponding costs of the Comparable Operators properly reflect differences between Jazz and each Comparable Operator in fleet type and size, aircraft utilization, currency, geographical deployment and growth.

The September 2009 amendment to the CPA provides for two Benchmarking processes, the 2009 Benchmark and the 2015 Benchmark. For purposes of the 2009 Benchmark, the one year period from July 1, 2006 to June 30, 2007 is defined as the 2006 Base Period. The CPA provides that Jazz Unit Costs are calculated for this one year period, and the corresponding costs of the Comparable Operators are determined based on their most recently completed 12 month periods for which data is publicly available, subject to the apples to apples adjustment. The 2006 Base Period provides the basis for the first measurement of the percentage difference between Jazz Unit Costs and the corresponding costs of the Comparable Operators.

In the 2009 Benchmark process, the period used for comparison to the 2006 Base Period is Jazz's calendar year 2009 and the Comparable Operators' most recently completed 12 month reporting periods (the "2009 Period"). Jazz's Unit Costs for the 2009 Period and the corresponding costs of the Comparable Operators were to be determined, subject to the apples to apples adjustments as noted above, and the percentage difference was then calculated. The 2009 Benchmark process calls for a comparison of (a) the difference between Jazz Unit Costs and the costs of the Comparable Operators in the 2006 Base Period to (b) the difference between Jazz Unit Costs and the costs of the Comparable Operators in the 2009 Period. Simply put, if there is an increase in the size of the percentage difference between the two periods, meaning that Jazz costs have gone up relative to those of the Comparable Operators, there must be a decrease in the Controllable Mark-Up.

The employer acknowledges that the 2009 Benchmark has given rise to a serious dispute between Jazz and Air Canada regarding the Controllable Mark-Up for the period commencing January 1, 2010. But, having regard to developments in the industry, it is a matter of legitimate concern for Jazz that the costs of the Comparable Operators will have undergone substantial reductions during the six year period from 2009 to 2015, with the potential that the 2015 Benchmark may force reductions in the Controllable Mark-Up for the period January 1, 2016 to December 31, 2020.

The 2009 and 2015 Benchmark exercises under section 5.17 of the CPA are focused specifically on the Controllable Mark-Up, presently set at 12.50%. The second major process under the CPA that impacts on Jazz's profitability is commonly referred to as the Rate Reset process, and its

focus is the size and nature of the costs on the basis of which Jazz charges the Controllable Mark-Up.

The Block Hour Payment, the Flight Hour Payment, the Cycle Payment, all of the payments made to Jazz under the CPA other than the pass-through costs and the incentive payment, are based on Rates that are required to be the subject of agreement between Jazz and Air Canada, and which are negotiated and reset every three years under section 5.19 of the CPA.

The employer argues that in the process of setting the Rates underlying the Block Hour Payment, Cycle Payment and other payments made to Jazz, Air Canada rigorously scrutinizes each and every cost item that Jazz seeks to include in its Controllable Costs. It argues, if Jazz incurs costs in excess of those agreed in the Rates, Jazz is unable to pass those costs on to Air Canada, with or without a mark-up. Those costs end up effectively reducing Jazz's margin.

The employer states that as part of the review process, Air Canada reviews in detail every area of Jazz controllable costs. Each of these identified cost areas are the subject of a careful and searching analysis, with Air Canada questioning, probing, and recommending ways that Jazz might reduce its costs on a line-item basis.

The employer adds that the changes in the relationship with Air Canada are reflected in the reduced size of Jazz's fleet under the CPA, in the reduced Block Hours that Air Canada requires Jazz to fly, the substantially reduced margin that Air Canada requested from Jazz in 2009, and Air Canada's increasing willingness to allocate additional regional flying to operators other than Jazz based on cost considerations.

Jazz submits that between 2009 and the present, the size of the Jazz fleet operated pursuant to the CPA has fallen both in terms of number of aircraft and number of available seats. In the 2006 Amended and Restated CPA, the fleet of Covered Aircraft was 133. In the 2009 Amendment, the number of Covered Aircraft was reduced from 133 to 125. In June 2012, the CPA was further amended, based on the arrival of the Q400's, to lower the number of Covered Aircraft from 125 to 122.

The employer provided evidence that in 2008, the originally budgeted flying schedule that Air Canada was to deliver to Jazz was for 424,793 block hours. The actual hours delivered during

2008 were significantly less, at 409,833 hours. Further, in the 2009 Amendment, the targeted CPA block hours were reduced to 375,000, with an annual minimum guarantee of 339,000 block hours. Finally, in June 2012, Air Canada and Jazz amended the CPA to further reduce the target for annual block hours from 375,000 to 367,000, and to reduce the annual guarantee from 339,000 to 331,000 block hours.

The employer argues that during the period since 2009, Air Canada has awarded new flying to other regional carriers, notably but not exclusively Sky Regional. Up until 2006, Jazz flying under the CPA with Air Canada included flights into the City Airport on Toronto Island. When Air Canada and Jazz were effectively evicted by the landlord of the premises they occupied on Toronto Island in early 2006 that flying came to an end.

The employer provided evidence that in 2010, after regaining the right to fly into Toronto Island Air Canada requested proposals for the operation of Q400s between Toronto Island and Montreal's Dorval Airport. Jazz bid for that work, but was not successful. In fact, Jazz did not even get on the short list of companies considered for the contract. Jazz was informed that it did not get the contract in part because it was not considered cost-competitive. The contract was instead awarded by Air Canada to Sky Regional, which began flying out of Toronto Island on May 1, 2011.

The employer also submitted that in late 2012, Air Canada announced its intention to transfer 15 Embraer 170 aircraft from the Air Canada fleet to be flown by Sky Regional on cross-border routes out of Montreal and Toronto's Pearson International. Jazz noted that it was not even invited to bid for the work, which was commenced by Sky Regional in February 2013.

Jazz argues that it is not competitive for work parcelled out by Air Canada. For other work as well, it is quite evident to Jazz that its current cost structures make it uncompetitive in the market for servicing and handling of regional aircraft. Jazz gave evidence that for some years prior to 2012 it had performed Above the Wing work for United Airline at Quebec City, as well as providing the same services to Air Canada. In 2012, United put out a request for proposals for a renewal of that contract. Despite the fact that it was already doing the Above the Wing work for United, Jazz did not get the renewal contract. The employer suggests that the reason for the rejection was specifically because of costs.

In support of its position Jazz argues that Air Canada has recently negotiated its rates of pay for Airports employees. It argues that the new Air Canada collective agreement directly undermines the competitiveness of Jazz's Airport services. CAW Local 2002, the union representing Jazz Airports employees in the present arbitration, is the same local of the CAW that represents Air Canada Airports employees.

The employer submits that using the wage rates for CSSA's and CRA's as the basis for comparison, Air Canada's entry level wage rate as of March 1, 2011 was \$11.23 per hour, and progressed over 10 annual steps to a maximum wage of \$20.82 per hour. Air Canada agreed that employees hired prior to May 2004 would be grandfathered at their existing wage rates but would receive wage increases of 2% per year starting on March 1st of 2011, 2012 and 2013, and 3% on March 1, 2014. Further, new employees hired after June 2011 are governed by the new wage scale, and are not subject to wage increases over the four-year life of the 2011 Collective Agreement.

Jazz argues that its economic concerns must be addressed now, rather than in 2014 or 2015 for two reasons. First, based on costs that Jazz has already agreed to incur in connection with other aspects of its proposal in this matter, Jazz will not achieve net savings from the immediate reduction of wage rates until at least 2015.

Jazz submits that the VSP's that Jazz has put on the bargaining table for employees who are displaced by the contracting out that Jazz proposes, and the additional VSP's that will be paid to senior employees who opt to leave the Company when the New Scale is introduced, will more than off-set in the near term the savings resulting from the implementation of the New Scale and contracting out initiatives. Jazz expects that it would not begin to generate net savings until two years out from the contracting-out.

Second, and just as importantly, Jazz will simply be in an untenable position going forward in its relationship with Air Canada if it does not succeed in reducing wages and achieving other cost reductions to an extent such that Jazz is competitive even after the application of the 12.50% Controllable Mark-Up provided by the CPA.

UNION POSITION

The CAW submits that Jazz is primarily a “contract carrier” for Air Canada and operates flights and conducts flight operations on its behalf. Air Canada controls and is responsible for; scheduling, pricing, product distribution, marketing and advertising, seat inventories and customer service at bases where customer services are administered directly by Air Canada. In 2012 96.2% of Jazz’s revenues associated with Air Canada went directly to Air Canada.

The union argues that approximately one-third of Jazz’s expenses are passed directly to Air Canada. The remaining two-thirds are reimbursed through the cost-plus (“mark-up”) formulae. Jazz is entitled to repayment of certain pass through costs including; fuel, navigation, landing and terminal fees. Further, other “controllable” costs including wages and salaries; maintenance; management expenses; and aircraft leases are recovered from Air Canada with a corresponding “mark-up”.

The CAW argues that the CPA provides Jazz with a stable business model and the cost-recovery system effectively insulates Jazz from bearing the immediate cost penalties associated with fluctuating passenger load factors. This significantly reduces Jazz’s financial and business risks. The CPA also insulates Jazz from many of the typical risks and uncertainties associated with the airline industry. In particular, Jazz is not vulnerable to fluctuations in passenger traffic or fuel prices, normally the most volatile components of airline operations. Thus, the union submits that Jazz’s business model under the CPA insulates Jazz from short-term fluctuations in the airline industry and maintains relative stability during the term of the agreement.

The CAW submits that according to Canadian financial profile calculations which measures productivity by “Available Seat Miles” per employee, Jazz’s productivity grew by 12.3% in 2011. According to the same calculation method, productivity grew a further 5.8% between 2011 and 2012.

The union submits that the financial disclosure available in the context of this interest arbitration demonstrates that Jazz’s financial profile is consistently strong and provides the following insights:

- Jazz's 2012 year-end financial highlights showed operating revenue of \$1,710.7 million. This demonstrates an operating income improvement of \$26.6 million. Jazz reported a net income for the year 2012 of \$101.1 million. This demonstrates a 48.4% increase from 2011.
- Jazz reported \$2.1 million in savings on salaries, wages and benefits as a result in a reduction of FTE employees in the fourth quarter of 2012.
- Jazz has a stable business structure where substantial fixed costs do not meaningfully fluctuate. Unlike other airlines in Canada, Jazz's revenue does not fluctuate significantly with passenger load factors or fuel prices.

The union argues that Jazz has valuable physical assets which translate to considerable credit power. Further, Jazz's current financial profile is in stark contrast to its financial wellbeing in 2006. Unlike in 2006, Jazz's business and operations are stable and have a proven profitability which has been maintained for seven (7) years. The union submits that Jazz reported a 48.4% increase in net income from 2011.

In summary the CAW submits that since 2006, Jazz has proven the stability and profitability of its business. The union argues that its financial position is sound and has not changed since it entered into agreements with the Technical Services and CALDA bargaining units. The CAW argues that the employer's contracting out proposals is inconsistent with other collective agreements as well as jurisprudence.

DECISION

The principles that should guide an Arbitrator in resolving an interest arbitration involving a private sector employer, with respect to its ability to pay are often addressed at the outset of decisions. In this case both parties submitted the often cited decision of Arbitrator Burkett in Bruce Power LP and Society of Energy Professionals (2004), because it provides important guidance. Arbitrator Burkett commented on the principle of replication as well as the importance of carefully evaluating an employer's financial situation for the purposes of private sector interest arbitration:

One of the guiding principles of interest arbitration, whether public or private sector, is replication. It is accepted that an interest arbitrator ought to attempt to replicate the result that would most likely flow from free collective bargaining. It follows from all of the foregoing that when the subject matter of an interest arbitration is a private

sector dispute, as here, the financial well-being and economic viability of the employer are relevant considerations. This is not to say that normative increases are to be ignored. Rather, normative increases form a baseline from which the deliberations commence. The decision as to whether or not to adopt or to deviate from the baseline is thus made, in part, on the basis of the economic viability of the enterprise, both real and projected. The respective positions here illustrate the restraining nature of the baseline.

The union has chosen to focus on the principle of “replication” while the employer emphasises “financial well-being and economic viability”. In this dispute the arbitrator must give careful consideration to the principle of replication as well as to the ongoing financial viability of the employer and the recent settlements with other bargaining units at Jazz. Careful consideration must also be given to the developing financial threats facing the employer which will ultimately impact on the employees.

The argument advanced by the union is that the employer can provide the collective agreement increases to this bargaining unit as it did to other bargaining units while maintaining the status quo on staffing issues. The employer would have the arbitrator believe that it must have the ability to contract out significant portions of the bargaining unit and impose a new “B” scale wage for new hires. At the same time the employer argues that it is unable to pay the increases recently provided to other bargaining unit employees at Jazz.

The arbitrator cannot turn a blind eye to the recent settlements with other bargaining units. The union does not argue in this process for unprecedented or outlandish gains for its members. It seeks, for the most part, gains which have been negotiated with this employer for other bargaining unit employees in the recent past.

At the same time the financial challenges of the employer are not to fall on deaf ears. The challenges laid out for Jazz by Air Canada are real and proven. The entry of Sky Regional as a serious threat to Jazz in competing for a portion of the regional landscape is real. The aviation landscape throughout North America is littered with airlines that have failed to recognize and adapt to the changing environment.

The issue in this dispute is whether the proposals of both parties can be sufficiently balanced to provide a fair and reasoned collective agreement for current and future employees while contributing to the financial viability of the airline for the future. The principle of replication combined with the long standing practice of arbitrators maintaining pattern settlements within industries and multiple bargaining units within employers can serve as the foundation for many of the economic issues remaining unresolved. Many of these issues have been recently resolved at Jazz with other bargaining units. The arbitrator is satisfied that the financial position of the employer today combined with the future staffing adjustments contained in this award enable the maintaining of the bargaining pattern at Jazz.

The arbitrator is satisfied that the staffing changes put forward by the employer are necessary to the extent that they are addressed below. The ability of Jazz to compete with Sky Regional and Encore are essential to the future of the airline and to the security of the majority of the bargaining unit. The impact of the changes in staffing set out below can be offset with a gradual implementation and with a co-ordinated use of Voluntary Separation and Relocation Packages similar to those used in the recent London Base closure in the Technical Services bargaining unit.

The proposals relating to staffing changes and requirements received little meaningful consideration or negotiation during the direct bargaining process. It is therefore important that the parties meet to negotiate the appropriate timelines and implementation procedures necessary in order to offset the effects of staffing changes in this award.

Having regard for all of the foregoing and the extensive submissions of the parties on all of the issues the parties will enter into a four year renewal of the collective agreement to be effective January 14th, 2013. The terms and conditions of the predecessor agreement will be amended to reflect matters agreed between the parties during bargaining as well as the following:

- 1) Wages
 - i) **2% increase in each year of the agreement, as proposed by the Company for existing employees not subject to the new scale in point ii) below.**
 - ii) **New Competitive Scale as proposed by the employer, (B) scale –To be implemented for any employee hired in a position after the date of this award.**
- 2) Retroactivity for wage increase – **Effective January 14, 2013**
- 3) General Holiday Pay Calculation – **Effective date of ratification - As proposed by the union in their submission.**
- 4) Vacation Entitlement: Fifteen Years of Service – **As proposed by the union in their submission.**
- 5) Pension – **In accordance with Union proposal, an increase of 1% in the Company Defined Contribution program**
to a max of 6%, effective in the third year of the agreement.
- 6) Loyalty Premiums – **As proposed by the union Denied**
- 7) Cargo Premium Removal–**As proposed by the Company is Denied**
- 8) Voluntary Separation and Relocation Packages –
Sufficient VSPs will be provided to those employees in the classifications and locations where this award provides for the contracting out of former scoped work, (as per point 9 below), to offset the adverse effects to the employees. Additionally not less than 50 VSPs will be made available to the remaining classifications and locations on an annual basis, for employees who are at or above the maximum accrued vacation and wage scale, to stimulate attrition in order for Jazz to be able to utilize the competitive scale awarded in point 1) b) above or to stimulate natural attrition. Any unused packages will be carried over until utilized.
- 9) Staffing Issues as covered by the Company’s proposals on the following Issues.
 - i) Grooming
 - ii) Ramp Handling
 - iii) Drivers/Delivery/Agents/Commissary Operation
 - iv) Small Base Elimination
 - v) Cross Utilization
 - vi) Relief Lines and Vacation Bidding
 - vii) Minimum Shift Hours
 - viii) Part-Time Employees

The employer's Contracting Out proposals set out in their final offer of March 26, 2013 are allowed in part as it pertains to items i) to iv). Specifically the Company is able to contract out:

- 1) CSA positions identified as the 8 small stations detailed in the Company submission,
- 2) All grooming functions currently being performed by the Union as detailed in the Company Submission.
- 3) All Ramp services functions being performed by the Union as detailed in the Company submission.

Further, the employer's proposal for contracting out the Ramp Services functions of Towing Operations and Drivers/Delivery Agents and Commissary Operation is denied.

The parties will meet within 30 day of the issuing of this award to address the process and timelines relating to the small bases, grooming operation and ramp operations transition. The process will be facilitated through the use of Voluntary Separation from point 7 above and Relocation packages as detailed in the London Base Closure LOU with Technical Services. The process will be phased in over the course of the collective agreement.

The employer's proposal regarding Cross Utilization is allowed in part. The parties will meet within 30 days of this award to establish the appropriate locations, duties, training and rates of pay, for implementation.

The employer's Proposal for relief lines and Part-time employees is allowed.

The employer's proposal for Minimum Shift hours is allowed in part. In Jazz locations where there are less than 20 Full Time Equivalents, the minimum Shift hours will be 3.

- 10) Footwear Allowance – Increase to \$200.00 effective date January 14, 2013.

I retain jurisdiction should there be any dispute with respect to any aspect of the interpretation or implementation of this award.

Dated this 17th, day of July, 2013.



Tom Hodges
Arbitrator

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN

JAZZ AVIATION LP

AND

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS OF CANADA
(UNIFOR – CANADA LOCAL 2002)**

ARBITRATOR: Tom Hodges

FOR THE COMPANY: Kirk Newhook, Director, Labour Relations
Marnie King, Director, Airports
Stephen Boa, Manager, Labour
Relations Lynette James, Labour
Relations

FOR THE UNION: Joel Fournier, National Representative
Josee Genois, Bargaining Representative, East

HEARING: September 9, 2013

AWARD: September 23, 2013

SUPPLEMENTARY AWARD (HODGES)

This is an interest arbitration supplementary award resulting from an award dated July 17, 2013. The parties have agreed that I have retained jurisdiction over this matter.

BACKGROUND

On September 18, 2012 UNIFOR-Canada gave notice to bargain pursuant to section 49 of the *Canada Labour Code*. The parties commenced bargaining on October 29, 2012 and continued meeting for over 15 days of collective bargaining without reaching a settlement. On March 14, 2013 the parties signed a mediation/arbitration agreement to submit their dispute to a neutral third party. Between March 26 and March 28, 2013 the parties attended mediation/arbitration hearings and provided extensive written submissions to the arbitrator. I provided a decision to the parties on all outstanding matters in an award dated July 17, 2013.

The arbitrator addressed the employer's proposal on Minimum Shift Hours with the following:

The employer's proposal for Minimum Shift hours is allowed in part. In Jazz locations where there are less than 20 Full Time Equivalents, the minimum Shift hours will be 3.

As a result of this award a dispute has arisen between the parties with respect to the application in the upcoming shift scheduling process.

EMPLOYER POSITION

The employer had put forward a proposal to the union on this issue dated October 29, 2012. That proposal was submitted under the Subject of Part Time hours, Article L1.03.10. The proposal sought to amend the existing provision in the collective agreement from four hours to three hours.

Since receiving the award the employer proposes that there will be no change in philosophy for construction of the upcoming shifts and schedules. However, when current shifts are built at four hours the employer proposes that the shifts will be reviewed and can be adjusted to three hours in accordance with the award.

UNION POSITION

The union takes the position that the implementation of three hours shifts was not discussed in the mediation process and that the employer's proposal on this issue was modified extensively during the mediation and arbitration process. During that process the employer limited their proposal to isolated flights and the ability to attract new business. The union takes the position that the employer proposal related to "call in" rather than regular shifts.

DECISION

At the outset of the original decision on this matter it was noted that the principles for guiding an Arbitrator in resolving an interest arbitration involving a private sector employer, with respect to its ability to pay are often addressed at the outset of decisions. It was noted that both parties had submitted the often cited decision of Arbitrator Burkett in *Bruce Power LP and Society of Energy Professionals (2004)*, because it provides important guidance. Arbitrator Burkett commented on the principle of replication as well as the importance of carefully evaluating an employer's financial situation for the purposes of private sector interest arbitration:

One of the guiding principles of interest arbitration, whether public or private sector, is replication. It is accepted that an interest arbitrator ought to attempt to replicate the result that would most likely flow from free collective bargaining. It follows from all of the foregoing that when the subject matter of an interest arbitration is a private sector dispute, as here, the financial well-being and economic viability of the employer are relevant considerations. This is not to say that normative increases are to be ignored. Rather, normative increases from a baseline from which the deliberations commence. The decision as to whether or not to adopt or to deviate from the baseline is thus made, in part, on the basis of the economic viability of the enterprise, both real and projected. The respective positions here illustrate the restraining nature of the baseline.

The union chose to focus on the principle of "replication" while the employer emphasized "financial well-being and economic viability". In the decision the arbitrator addressed the issues proposed by the parties with significant care to ensure that the staffing changes would be implemented gradually. Gradual implementation of significant change is consistent with the principle of replication.

The arbitrator acknowledged that the challenges laid out for Jazz by Air Canada are real and proven. It was noted that the entry of Sky Regional is a serious threat to Jazz in competing for a portion of the regional landscape in the future. The aviation industry throughout North America is littered with airlines that have failed to recognize and adapt to the changing environment.

The arbitrator ordered that the proposals of both parties would be sufficiently balanced to provide a fair and reasoned collective agreement for current and future employees while contributing to the financial viability of the airline for the future. The principle of replication was supported with the long standing practice of arbitrators maintaining pattern settlements within industries and multiple bargaining units. This approach best replicated what would have resulted in bargaining and served as the foundation for resolution of the issues which remained unresolved.

The arbitrator was satisfied that the staffing changes put forward by the employer are necessary to the extent that they were addressed in the award. The ability of Jazz to compete with Sky Regional and Encore are essential to the future of the airline and to the security of the majority of the bargaining unit employees. The arbitrator proposed that the impact of the changes in staffing set out in the award could be offset with a gradual implementation and with a co-ordinated use of Voluntary Separation and Relocation Packages similar to those used in the recent London Base closure in the Technical Services bargaining unit.

The arbitrator noted that the proposals relating to staffing changes and requirements received little meaningful consideration or negotiation during the direct bargaining process. The arbitrator ordered the parties to meet to negotiate the necessary implementation procedures necessary in order to offset the effects of staffing changes in this award.

Neither party is against using the three hour provision in an effort to attract new work. However, the immediate reduction of existing four hour shifts is inconsistent with "gradual implementation" required by the award. In the original award it was recognized that the current collective agreement language may need to be addressed by the parties in order to accommodate the awarded changes.

In view of the foregoing, the employer's proposal for immediate review and restructuring of existing four shifts is denied. Use of three hour shifts beyond "call in" and scheduling of "new work" will not be expanded without assessing the required off setoff adverse effects by use of the Voluntary Separation and Relocation provisions provided in the original award. Prior to implementing further expansion of three hour shifts the employer and the union will meet to negotiate the implementation process.

I retain jurisdiction should there be any dispute with respect to any aspect of the interpretation or implementation of this award.

Dated this 23rd, day of September, 2013.

Tom Hodges
Arbitrator

MEMORANDUM OF SETTLEMENT

**Memorandum of Settlement
Between
Jazz Aviation LP
And
Unifor Airports**

WHERE AS this Memorandum of Settlement is made and entered into by and between Jazz Aviation LP hereinafter referred to as "the Company", and Unifor Airports hereinafter referred to as the "Union" AND

WHERE AS it is hereby agreed that both parties will fully recommend the acceptance of this agreement AND

WHERE AS it is recognized by the parties to this memorandum, that the changes agreed upon, will require a reasonable amount of time and patience to implement. It is agreed, therefore, that both parties will meet on a timely basis to resolve any implementation issues (subject to errors and omissions) AND

WHERE AS this Memorandum shall be effective on the date of ratification by the Union membership

NOW THEREFORE the parties agree to the following:

1. Duration of Agreement: January 14th, 2022 to January 1st, 2027.
2. Rates of Pay:

One (1) scale for Customer Service Division includes Load Planning Classification. This is the pathway and merging of the wages in Year 5.

CUSTOMER SERVICE DIVISION SCALE						
Step	Current	2022	2023	2024	2025	2026
1	\$ 15.55	\$ 16.00	\$ 16.20	\$ 16.34	\$ 16.83	\$ 17.16
2	\$ 16.13	\$ 16.53	\$ 16.95	\$ 17.37	\$ 17.80	\$ 18.25
3	\$ 17.29	\$ 17.72	\$ 18.17	\$ 18.62	\$ 19.08	\$ 19.56
4	\$ 18.57	\$ 19.03	\$ 19.51	\$ 20.00	\$ 20.50	\$ 21.01
5	\$ 18.94	\$ 19.41	\$ 19.90	\$ 20.40	\$ 20.91	\$ 21.43
6	\$ 19.32	\$ 19.80	\$ 20.30	\$ 20.81	\$ 21.33	\$ 21.86
7		\$ 20.79	\$ 21.31	\$ 21.85	\$ 22.39	\$ 22.95
8			\$ 22.38	\$ 22.94	\$ 23.51	\$ 24.10
9				\$ 24.08	\$ 24.69	\$ 27.78

A Scale					
Current	2022	2023	2024	2025	2026
\$ 23.97	\$ 25.17	\$ 25.67	\$ 26.19	\$ 26.97	\$ 27.78

Load Plan A-Scale employees will migrate to the Customer Service Scale.

One (1) scale for Aircraft Services Division.

AIRCRAFT SERVICES DIVISION SCALE						
Step	Current	2022	2023	2024	2025	2026
1	\$15.55	\$16.00	\$16.20	\$16.34	\$16.83	\$17.17
2	\$16.16	\$16.56	\$16.98	\$17.40	\$17.84	\$18.28
3	\$17.35	\$17.78	\$18.23	\$18.68	\$19.15	\$19.63
4	\$17.70	\$18.14	\$18.60	\$19.06	\$19.54	\$20.03
5	\$18.05	\$18.50	\$18.96	\$19.44	\$19.92	\$20.42
6		\$19.43	\$19.91	\$20.41	\$20.92	\$21.44
7			\$20.91	\$21.43	\$21.97	\$22.35
8				\$22.11	\$22.55	\$23.91

A Scale					
Current	2022	2023	2024	2025	2026
20.63	\$21.66	\$22.09	\$22.54	\$23.21	\$23.91

ACS Pay Premium					
Current	2022	2023	2024	2025	2026
		\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00

- Payments for Retroactive Pay: 2022 payment will be paid no later than ~~the February 25th~~ pay subject to ratification being concluded no later than December 7th, 2022.
- Aircraft Services Division will receive a pay premium of one dollar (\$1.00) for all hours effective Date of Ratification.
- An additional one percent (1%) Pension increase effective January 1st, 2023 for employees with fifteen (15) years or more of service. (See chart and details in Appendix 1)
- Signing bonus for active employees. Status determined as of December 1st, 2022 - \$500.00 for FT employees and \$250.00 for PT employees to be paid December 25th, 2022.
- Retro wage payment to be paid no later than December 25th, 2022.

The Wage Scales above reflect the following increases and timings for all A Scale employees:

January 14 th , 2022	>	5% Wage Increase
September 1 st , 2022	>	2% Wage Increase (4 month advance on 2023 wage increase)
January 1 st , 2023	>	6% Lump Sum Payment
January 1 st , 2024	>	6% Lump Sum Payment
January 1 st , 2024	>	2% Wage Increase
January 1 st , 2025	>	3% Wage Increase
January 1 st , 2026	>	3% Wage Increase

Lump sum payment amounts for January 1st, 2023 is based on gross earnings for 2022*.

Lump sum payment amounts for January 1st, 2024 is based on regular earnings for 2023*.

Note: * Payout date to be determined

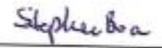
Signed this 4th day of November 2022

For: Jazz Aviation LP

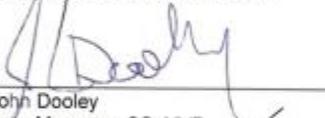

Kirk Newhook
VP, Employee Relations & Operational Support


Marnie King
VP, Airports

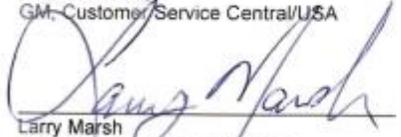

Suzanne Asseff
Director, Labour Relations


Stephen Boa
Manager, Labour Relations

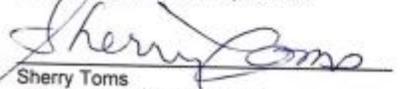

Matthew Stacey
GM, Customer Service Western


John Dooley
Area Manager, CS, YVR


Rona Calverley
GM, Customer Service Central/USA

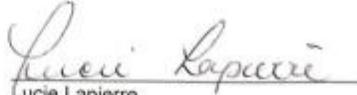

Larry Marsh
GM, Customer Service Eastern

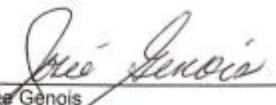

Doug Gray
Manager, Commercial Operations


Sherry Toms
Manager, Financial Services

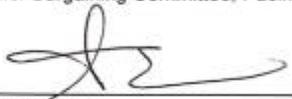
For: The Union

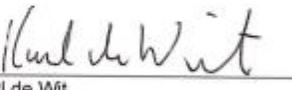

Shayne Fields
National Representative, Unifor


Lucie Lapierre
Bargaining Chairperson

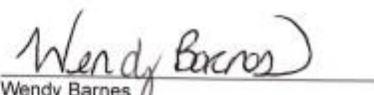

Josée Genois
Assistant to the Local President


Christine Bower
Unifor Bargaining Committee, Pacific Region


Astraea Sam
Unifor Bargaining Committee, Western Region


Karl de Wit
Unifor Bargaining Committee, ACS


Annette Boissonneault
Unifor Bargaining Committee, Central Region


Wendy Barnes
Unifor Bargaining Committee, Atlantic Region

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APPENDIX #1 – APPLICATION FOR CORRECTION TO JAZZ AVIATION LP/UNIFOR-CANADA SENIORITY LIST

Date: _____

TO:	Jazz Aviation LP	COPY TO:	Unifor-Canada Local 2002
	FAX: 905-694-0055		C/O Kerry Turner
			Fax: 905-678-0100

I request the following correction(s) to Jazz Aviation LP/Unifor-Canada Seniority List date__

NAME: _____

CLASSIFICATION: _____ **POSITION:** _____

EMPLOYEE No.: _____ **BASE/LOCATION:** _____

SENIORITY DATE SHOWN: _____

SENIORITY DATE SHOULD BE: _____

OTHER CORRECTIONS: (i.e., Employee No., Name, Base, Classification, Position, Tie Breaker):

FOR HEADQUARTERS USE ONLY

APPENDIX #2 – TIME BANK WITHDRAWAL (ARTICLE 14)

Name	Employee No.
Classification	Base

Complete one of the following sections and submit to your Supervisor.

PAY

Note: Requests must be submitted no later than fourteen (14) days prior to the pay date on which you wish to receive payment.

Number of hours to be converted to pay - _____

Pay date payment to be made - _____

TIME OFF

Date	Shift Times	OK	Date	Shift Times	OK

The Supervisor will initial in the OK column which date(s) are granted.

Total hours requested - _____(to be entered by requesting employee)

Total hours granted - _____(to be entered by Supervisor)

Note: Ensure any unpaid meal periods during the shift are deducted from the above hours.

VACATION

Note: Requests must be submitted no later than September 15th of the year prior to the year in which the vacation is to be taken.

See Article 14.02 for the conversion formula.

Number of hours to be converted - ___ equals _____ vacation days.

Signature	Date
-----------	------

APPENDIX #2 – Jazz Aviation LP FUNDS TRANSFER TO RRSP

Employee Number _____

I, _____ authorize Jazz Aviation LP Payroll Department, to deduct from my Banked Hours the total of _____ hours, and the dollar value to be transferred to my RRSP.

Verification of Banked Hours –

Manager/Timekeeper Signature: _____

The funds are to be deposited to following RRSP Account:

Account Number _____

Held at _____

The full address including postal code is required. Also a contact name if available.

It is the Employees responsibility to ensure they are not going to exceed their allowable contribution limits when doing this transfer. Employees will be responsible for any penalties levied by Canada Customs and Revenue Agency, should they exceed their limit.

SIGNATURE: _____

DATE: _____

FOR PAYCENTRE USE ONLY:

PAY PERIOD

CHEQUE DATE

INITIAL

APPENDIX #3 – CURRENT BASES

<u>STATION</u>	<u>CITY</u>	<u>STATION</u>	<u>CITY</u>
YAM	SAULT STE MARIE	YUL	MONTREAL
YBG	BAGOTVILLE	YUY	ROUYN
YCD	NANAIMO	YVR	VANCOUVER
YCG	CASTLEGAR	YXC	CRANBROOK
YDF	DEER LAKE	YXE	SASKATOON
YHZ	HALIFAX	YXJ	FORT ST. JOHN
YKA	KAMLOOPS	YXS	PRINCE GEORGE
YLW	KELOWNA	YXT	TERRACE
YMM	FORT MCMURRAY	YXU	LONDON
YQB	QUEBEC	YXY	WHITEHORSE
YQG	WINDSOR	YYB	NORTH BAY
YQM	MONCTON	YYC	CALGARY
YQQ	COMOX	YYF	PENTICTON
YQR	REGINA	YYG	CHARLOTTETOWN
YQU	GRAND PRAIRIE	YYJ	VICTORIA
YQT	THUNDERBAY	YYR	GOOSE BAY
YQX	GANDER	YYZ	TORONTO
YQY	SYDNEY	YZF	YELLOWKNIFE
YSB	SUDBURY	YZV	SEPT ILES
YSJ	SAINT JOHN		
YTS	TIMMINS		
YTZ	TORONTO ISLAND		

APPENDIX #4 – PART-TIME BENEFITS COVERAGE

Plan Criteria - Effective January 1st, 2007

Plan A++ Over 30 hours

Plan A+ – 5 - 30 hours

Plan A – 0 - 24.99 hours

Plan B <> 15 – 19.99 Hours

Plan C <> 8 – 14.99 Hours

Criteria

Based on average hours worked in 12-month period.

New Hires will be slotted into Plan B for the balance of that year and have their work hours prorated at the end of the period to determine which Plan they will slot into for the upcoming year.

On-Going Process

All PT employees will have annual review of hours and if applicable will have Plan changed based on the average # of hours worked in the review period. They will stay in that category until the next review period.

Plan averages will be calculated based on the number of employees within the applicable range on a yearly basis, and therefore averages may be subject to change.

APPENDIX #5 – SHIFT TRADE FORM



Shift Trade Form

Date _____

Employee Scheduled to work _____

Signature _____

Employee Covering the Shift _____

Signature _____

Dates & Shifts to be covered

“Return the favour”

Employee Scheduled to work _____

Signature _____

Employee Covering the Shift _____

Signature _____

Dates & Shifts to be covered

Approved (circle) YES NO Entered on Work Schedule (?) _____

Manager or Approved Designate _____ Date _____

APPENDIX #6 – CASH BANK WITHDRAWAL FORM

Date Submitted _____

Name	Employee No.
Classification	Base

Complete **one** of the following sections and submit to your Supervisor.

Employees will be allowed to accumulate to a maximum of six thousand dollars (\$6000.00). Monies in excess of the six thousand dollars (\$6000.00) maximum will be cleared on the employee's pay cheque for each pay period.

Cash Bank Premium - Hours Payout (Article 14.04)

Note: As per Article 5.07.02, employees may make withdrawals from the Cash Bank for payroll purposes subject to the fourteen (14) day notice period provided for in Article 14.04.

Note: A minimum withdrawal for a cash payout has to be greater than one hundred dollars (\$100.00).

Hours Requested for payment - _____

Pay date payment to be made - _____

Cash Bank Conversion Declaration Request (Article 5.07.02)

5.07.03 Employees can only declare to convert their accumulated Cash Bank to Time Bank hours once per year, subject to the fourteen (14) day notice period provided for in Article 14.04. The conversion date is September 1st in each year.

(If the employee does not complete the declaration for Time Bank conversion it is then assumed the employee is requesting to have all hours remain in the Cash Bank)

➤ I authorize the Company to convert _____ hours from my Cash Bank at applicable premium rate (as per the loyalty premium table Article 5.07.01) _____ = _____ /rate of pay (as per the wage scale table Article 5.04) = _____ hours to be credited to my Time Bank.

Employee Signature: _____ Date: _____

Supervisor/Employee Signature	Date
----------------------------------	------

***Please note, regardless of circumstance, the Time Bank cannot exceed two hundred and (200) hours before, during or after the Cash Bank conversion has been completed.**

APPENDIX #7 – ADHOC AVAILABILITY

Appendix 7 - Adhoc availability

Further to grievance heard by Teplitsky on January 25th, 2008 it is the Company's intention to apply and administer the temporary removal of travel pass benefits to employees who fail to meet 50% availability over a consecutive three month period.

The application of the consecutive three month period will be as defined by the arbitrator, and in the following manner:

- 1) Removal of flight pass privileges is allowed as a consequence of non-availability.
- 2) 3 months is consecutive.
- 3) Base administrators/manager will be required to keep stats on monthly availability (as a percentage) and to permit employees to be able to review their status/calculation of availability.

The current process of calculating three consecutive months will be modified such that it will be done by quarter and each quarter will be distinct (no rollover of months). Employees will first receive a warning first before the temporary removal of passes takes effect.

A quarter will be calculated as:

- 1) Quarter 1 is defined as Jan-Feb-Mar; quarter 2 is April-May-June; quarter 3 is July-Aug-Sept; quarter 4 is Oct-Nov-Dec.

Example:

Employee in January has 8 opportunities accepts 4; in February has 10 opportunities accepts 3; in March has 6 opportunities accepts 3. The percentage calculation each month is 50% (Jan) + 30% (Feb) + 50% (Mar) = 130% / 3 = 43.33%.

As above the employee has not met the requirement under LOU 1, they would be given a warning that their availability would need to improve in the next quarter, which runs April through June. If they still are below at the end of June, their pass privileges are removed for three months. Failure to improve in the period July through Aug. may be subject to progressive measures.

APPENDIX #8 – SHIFT SCHEDULE TRANSITION (Reference Article 6.03.05)

The process agreed to by both the Union and the Company through multiple discussions at UMHQs is as follows:

- Plot a work sheet starting on April 16th and ending on May 15th;
- Mark in the days on/off (i.e. 4 x 4 from April 16th to May 15th [inclusive] as though you had not changed shifts and had continued working on the original 4 x 4);
- Now plot the same dates April 16th to May 15th only this time change the May 1st to the 15th with the days on/off in the new schedule you are to work.

Notice that even though you only had three (3) days off after the rotation from April to May you are still working the same amount of hours.

This method of calculating days on/off on a schedule transition/cross over can be use even if you are going from an 11.4 (i.e. 4 x 4 / 3 x 3 to a 5 x 2 / 4 x 3 and vice versa).

APRIL to May 4X4 to 4X4 and 4X4 to 4X3															
16	17	18	19	20	21	22		23	24	25	26	27	28	29	
X	W	W	W	W	X	X		X	X	W	W	W	W	X	91.2
X	W	W	W	W	X	X		X	X	W	W	W	W	X	91.2
X	W	W	W	W	X	X		X	X	W	W	W	W	X	91.2
30	1	2	3	4	5	6		7	8	9	10	11	12	13	
X	X	X	W	W	W	W		X	X	X	X	W	W	W	79.8
X	X	W	W	W	W	X		X	X	X	W	W	W	W	91.2
X	X	W	W	W	W	X		X	X	W	W	W	W	X	80.0
14	15														
W	X														11.4
X	X														0.0
X	X														0.0
Total hours would have worked = 182.4 / Total hour will work on new schedule = 182.4															
Total hours worked when changing from 4X4 to 4X3 = 171.2															
The difference is 11.2 hours you owe because you are now working fewer hours.															

APPENDIX #9 – PENSION PLAN

Appendix 9 - Pension Plan						
<u>Years of Service</u>	<u>Effective January 1, 2023</u>					
0 to 1	2%					
1 to 2	3%					
2 to 3	4%					
3 to 4	4.50%					
4 to 5	5%					
5 to 6	5.50%					
6 to 7	6%					
7 to 8	6%					
8 to 9	6%					
9 to 10	6%					
10 to 11	6%					
11 to 12	6%					
12 to 13	6%					
13 to 14	6%					
14 to 15	7%					Employee stays at 6% contribution
15 +	8%					Employee stays at 6% contribution

Effective January 1st, 2023, Company contribution for employees with fifteen (15) years of service will be eight percent (8%).

Company contributions will be based on the employee pensionable earnings (including overtime and statutory holiday credits).

New hires after Date of Ratification will have the option to contribute from two percent (2%) to six percent (6%) of Salaries to their Pension, but the Company will only match the amounts based on the table above.

Additional voluntary contributions by the member will be as provided in the Plan terms.

This table reflects the Company match Pension contribution for all new hires after Date of Ratification.

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Application for Correction to Jazz Aviation LP/Unifor-Canada Seniority List · See Appendix #1
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Arbitration · See Article 16.09
Arbitrators, List of · See Appendix #10

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