

COLLECTIVE AGREEMENT

between

AIR TRANSAT A.T. INC.

and

THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

represented by

DISTRICT LODGE 140

on behalf of

THE MAINTENANCE AND STORES PERSONNEL

May 1, 2011 – April 30, 2016

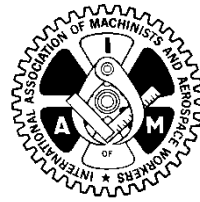


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1.0 PREAMBLE

1.01 Certification

Air Transat A.T. Inc., hereinafter referred to as "the Company", recognizes the International Association of Machinists and Aerospace Workers, hereinafter referred to as "the Union", as the sole bargaining agent for:

"all maintenance employees and storekeepers working at Montreal, Québec, Toronto, Calgary, Edmonton and Vancouver bases, excluding supervisors and those above,"

in accordance with the certification document in effect with the Canada Industrial Relations Board.

Temporary or seasonal sub-bases within the boundaries of Canada **shall** be included in this unit for the purpose of staffing. Should the Company establish such sub-base, the Company **shall** inform the Union **in writing** at least thirty (30) days where possible.

The Québec station is included in this unit as a seasonal base whose assignments originate from the Montréal base (Dorval).

1.02 Purpose of the Agreement

The purpose of this Agreement is, in the mutual interest of the Company and the employees, to provide for the operation of the Company's services under methods which shall further, to the fullest extent possible, the safety of air transportation, the efficiency of operation, and the continuation of the employment under conditions of reasonable hours, proper compensation, and reasonable working conditions. It is recognized by this Agreement to be the duty of the Company and of the employees to cooperate fully, both individually and collectively, for the advancement of that purpose.

1.03 Personnel Covered

The Maintenance personnel includes lead hands, certified aircraft mechanics technicians, certified aircraft avionics technicians, aircraft mechanics technicians, aircraft avionics technicians, certified shop avionics technicians, certified shop aircraft mechanics technicians, aircraft shop avionics technicians, aircraft shop mechanics technicians, inspectors, interior mechanics, aircraft tow servicemen, servicemen, certified structural repair technicians, structural repair technicians, sheet metal workers, and ground equipment mechanics. The Stores personnel includes lead hands, storekeepers / aircraft parts, drivers / stores and store clerks, hangar janitors, building attendants, instructors, data-entry clerks, fleet specialists, aircraft maintenance planners, technical records controllers, technical librarians, reliability clerks, reliability analysts, **buyers - aircraft parts, buyers - consumable aircraft parts**, expeditors and technical writers.

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

1.04 French and English Versions

The English and French versions of the present document are both official. In the event there is a difference between the English and French versions, preference shall be given to the version in which the Collective Agreement was negotiated.

1.05 Translation and Printing Costs

The cost to translate and print the Collective Agreement shall be **paid entirely by the Company**.

1.06 Definitions

In this Agreement, the terms below shall have the following meanings unless otherwise specified. Terms found in specific articles in this Agreement shall also have the same meaning when found elsewhere in this Agreement:

1.06.01 *Agreement* - means the Collective Agreement in effect, including agreed upon amendments or interpretations thereto and covered by Letters of Agreement, signed by responsible Company and Union Officers/Representatives.

1.06.02 *Base* - means any station where employees covered by this Agreement are employed or assigned.

1.06.03 *Bargaining Unit Seniority* – means the date of an employee’s permanent entry into any classification covered by this Collective Agreement. For employees hired prior to May 1, 2003, into any classification covered by this Collective Agreement, that date shall be the same as their Company Service Date.

1.06.04 *CARs* – means Canadian Aviation Regulations.

1.06.05 *Classification* - means a classification as described in Articles 4.04 and 4.05.

1.06.06 *Classification Seniority* - means the length of service in the classification, calculated from the date the employee enters the classification.

1.06.07 *Company* - refers to Air Transat A.T. Inc. (Air Transat), having its head office at 5959 de la Côte-Vertu Blvd., Saint Laurent QC H4S 2E6.

1.06.08 *Company Service Date* - means the date marking the beginning of continuous employment with the Company.

1.06.09 *Compressed Work Schedule* – means a work schedule that does not respect the normal work week or normal work day where an employee works the standard number of hours in a one- or two-week period, but compresses those hours into fewer work days.

1.06.10 *CPP* – means the Canada Pension Plan.

- 1.06.11 *Day Off* – means a continuous twenty-four (24) hour period during which an employee is free from all work-related duties.
- 1.06.12 *Employee* - means any person in the employ of the Company who is in the bargaining unit covered by this Agreement.
- 1.06.13 *Statutory Holiday* - means a holiday as provided for in Article 10.0.
- 1.06.14 *Home Base* - means the station in Canada where the employee is permanently assigned.
- 1.06.15 *Irregular Shift* - means a modification to the start and end time of at least one shift (that would differ from the other shifts) within the work cycle.
- 1.06.16 *Local Agreement* – means any written agreement developed between the Company and the Local Chief Shop Steward at a particular location. All such agreements shall be subject to cancellation by the Company or the Union at any time with thirty (30) calendar days advance written notice.
- 1.06.17 *Month* – means a unit of time equal to a calendar month (example: February 15th to May 15th equals three (3) months).
- 1.06.18 *Normal Work Week* – means the number of hours and days of work in a week, as further described in Article 22.0.
- 1.06.19 *Operational Requirements* - are the requirements inherent to the operation of the workplace. These may include (but shall not be limited to) factors such as staffing numbers, flight volumes, hours of operation, etc. When the “Operational Requirements” clause is invoked, the Company must include sufficient detail to quantitatively describe such requirements. The onus of demonstrating that “Operational Requirements” do not permit the granting of a benefit specified in this Collective Agreement rests with the Company. This is because the knowledge of operating requirements is information in the hands of the Company and therefore more readily accessible to it.
- 1.06.20 *QPP* – means the Quebec Pension Plan.
- 1.06.21 *Rest Facility* – means a place of rest such as an employee’s home or a hotel.
- 1.06.22 *Rest Period* – means an uninterrupted continuous period of time during which an employee is released from all duties or professional responsibilities.
- 1.06.23 *Qualifications* – means a specific licence or rating issued under CARs or by the Company.
- 1.06.24 *Split Shift* – means separate working periods that, when added together, are intended to be the equivalent of an employee’s regular day of work as defined by his work cycle; restricted to small bases or outside assignments only.

- 1.06.25 *Split Working Period* – means separate working periods within a twenty-four (24) hour period that are not part of an employee’s regular shift.
- 1.06.26 *Shift* – means the start and end time of the work day within the work schedule.
- 1.06.27 *Temporary Position* – shall be defined as either of the following:
- i) A position required due to additional workload, for a period equal to or less than six (6) months per calendar year. Such employee shall obtain permanent status after six (6) months.
 - ii) The replacement of an existing position for a defined period of time.
- 1.06.28 *Uniform* – means all mandatory clothing and accessories defined by the Company, as described in Article 16.0 of this Collective Agreement.
- 1.06.29 *Voluntary* – means done without compulsion or obligation, without constraint or pressure.
- 1.06.30 *Work Cycle* – means the regular days of work, followed by the regular days of rest associated with a particular schedule (ex. 5/2, 4/3, 4/4, 6/4). The work cycle is reset at the time an employee reports to work for his first shift.
- 1.06.31 *Work Location* – means a subdivision of a base according to worksite, such as ramp and hangar.
- 1.06.32 *Work Schedule* – means the number of hours and days of work in a week, such as 5/2, 4/3, 4/4, 6/4.

2.0 UNION RECOGNITION

- 2.01 The Company recognizes the Union as the sole bargaining agent for all employees in the maintenance and stores/aircraft parts of Air Transat, in accordance with the certification document issued by the Canada Industrial Relations Board, under the provisions of the *Canada Labour Code*, unless otherwise directed by the Canada Industrial Relations Board.
- 2.02 No employee covered by this Agreement shall be interfered with, restrained, coerced, or discriminated against by the Company, because of membership in or lawful activity on behalf of the Union.

3.0 RESERVATIONS OF MANAGEMENT

- 3.01 The control and direction of the working forces, including the right to hire, suspend or discharge, to terminate employment, to advance or set back in classification, to demote or lay off because of lack of work or for any other legitimate reason, is the exclusive jurisdiction of the Company but shall, at all times, be exercised in a just and reasonable manner.
- 3.02 The Company retains the rights and powers it had prior to the signing of this Collective Agreement, with the exception of those abridged, delegated, granted or modified by this Agreement.

- 3.03 Any instruction or agreement between the Company and an employee, made in accordance with the provisions of this Collective Agreement, shall be the subject of a written document, with a copy to the Local Chief Shop Steward. Individual agreements on working conditions that differ from or are not provided for in this Collective Agreement shall be invalid.
- 3.03.01 A written instruction mentioned in Article 3.03 shall be given when any of the following occur: change in work schedule, change of shift, promotion, change in classification, demotion, dismissal, layoff, disciplinary action, leave of absence, training, changes to an employee's personal file or where stipulated in a particular article in this Collective Agreement.
- 3.04 None of the clauses herein shall infringe on an employee's rights to lodge a grievance, through the Union, in accordance with the provisions of the present Collective Agreement.
- 4.0 **CLASSIFICATIONS COVERED; PAY SCALES AND PREMIUMS**
- 4.01 The definitions of classifications listed in this article are for information purposes only and cannot be interpreted as a limit to the Company's right to assign an employee to carry out duties of a classification other than his own, on condition that the employee has the necessary qualifications, **provided** that this does not affect his working conditions and that it does not become a regular practice.
- 4.01.01 It is recognized that any licence issued by Transport Canada gives all the privileges as prescribed in CARs.
- 4.02 **New Classification**
- The following procedure shall apply in the event the Company wishes to introduce a new classification:
- 4.02.01 The Company shall inform the Union of its intention, in writing.
- 4.02.02 Following the application of Article 4.02.01, the Company shall discuss and negotiate terms and wages of the new classification with the Union.
- 4.02.02.1 If the Company and the Union cannot come to an agreement during discussions within thirty (30) days following notification in Article 4.02.01, either party may refer the matter to arbitration. The ruling of the arbitrator shall be final and binding upon both parties.
- 4.03 **Replacement**
- 4.03.01 The Company shall not replace any position in a trade group or classification with a management position.
- 4.03.02 Managers may carry out work under the Union's jurisdiction in an unforeseen situation or when circumstances require immediate attention. The Local Chief Shop Steward shall be informed in writing when this occurs.

4.04 **Classifications**

Group I

4.04.01 **Instructor**

Comprising those employees who are engaged in training.

4.04.02 **Process Auditor**

Comprising those employees who possess the qualifications of a Certified Aircraft Mechanics Technician or Certified Aircraft Avionics Technician, engaged in the verification of airworthiness, safety, internal policy and procedures, in accordance with manufacturer's and CARs best practices and company standards. The Process Auditor also certifies the airworthiness of the various aircraft, and conducts internal, external, scheduled and non-scheduled conformity inspections as assigned.

4.04.03 **Inspector**

Comprising those employees engaged in the verification and application of standards and regulations of **Transport Canada** as well as those of the organization concerning the quality and safety of the work performed on all aircraft and/or on all aircraft parts. These employees also certify the airworthiness of the aircraft.

4.04.04 **Certified Aircraft Mechanics Technician**

Comprising those employees who are aircraft mechanics technicians having received certification recognized by Transport Canada for the type(s) of aircraft operated by Air Transat and whose services are retained to certify airworthiness.

4.04.05 **Certified Aircraft Avionics Technician**

Comprising those employees who are aircraft avionics technicians having received certification recognized by Transport Canada for the type(s) of aircraft operated by Air Transat and whose services are retained to certify airworthiness.

4.04.06 **Aircraft Mechanics Technician**

Comprising those employees with experience or an experience equivalence that is recognized by Transport Canada in aircraft mechanics. An experience credit may be granted to a Transport Canada licence holder.

4.04.07 **Aircraft Avionics Technician**

Comprising those employees with experience or an experience equivalence that is recognized by Transport Canada in aircraft avionics techniques. An experience credit may be granted to a Transport Canada licence holder.

4.04.08 Certified Shop Aircraft Avionics Technician

Comprising those employees who are aircraft avionics technicians having received certification recognized by Transport Canada for the type(s) of aircraft operated by Air Transat and whose services are retained to certify aircraft parts.

4.04.09 Certified Shop Aircraft Mechanics Technician

Comprising those employees who are aircraft mechanics technicians having received certification recognized by Transport Canada for the type(s) of aircraft operated by Air Transat and whose services are retained to certify aircraft parts.

4.04.10 Aircraft Shop Avionics Technician

Comprising those employees with experience or an experience equivalence that is recognized by Transport Canada in avionics techniques.

4.04.11 Aircraft Shop Mechanics Technician

Comprising those employees with experience or an experience equivalence that is recognized by Transport Canada in aircraft mechanics. An experience credit may be granted to a Transport Canada licence holder.

Group II

4.04.12 Interior Mechanic

Comprising those employees who inspect, repair and maintain the aircraft's interior components, interior and exterior appearance, safety and emergency equipment and perform the paint work relative to the aircraft and equipment.

4.04.13 Serviceman

Comprising those employees who handle general maintenance work as well as the cleaning and polishing of aircraft.

Group III

4.04.14 Certified Structural Repair Technician

Comprising those employees who are certified structural repair technicians holding an S licence from Transport Canada and whose services are retained to certify the repair work on aircraft and aircraft parts.

4.04.15 Structural Repair Technician

Comprising those employees who carry out the evaluation, repairs, modification and welding of metal parts and/or of composite materials of the aircraft.

4.04.16 Sheet Metal Worker

Comprising those employees who assemble, repair and modify the various pieces of equipment used in transporting merchandise, baggage and food.

Group IV

4.04.17 Ground Equipment Mechanic

Comprising those employees who handle the fabrication, maintenance and mechanical repair tasks on ground equipment and automobile vehicles.

Group V

4.04.18 Storekeeper – Aircraft Parts

Preamble

The Company favours rotation **in the functions of** Storekeepers – Aircraft Parts. Therefore, the Company recognizes that no action based on **the employee's** efficiency shall be taken against **him** if he has not been assigned to a position for a certain period of time.

Comprising those employees who maintain the inventory of aircraft parts updated and in order, by using a computerized inventory-control system.

These employees handle the requests for tools, parts and other supplies, as well as their distribution.

Prepare the shipping and/or receiving of parts and supplies, and handle dangerous goods.

Also comprising those employees who transport, by truck, parts and supplies received or to be shipped. These employees handle any other task related to delivery and courier services and participate in general stores work.

Carry out any other task related to stores.

4.04.19 Driver / Stores

Comprising those employees who transport, by truck, parts and supplies received or to be shipped. These employees handle any other task related to delivery and courier services, and participate in general stores work.

4.04.20 Senior Stores Clerk

Comprising those employees who carry out handling of files and documents relating to aircraft parts, including data entry of repairs made to aircraft parts. The Senior Stores Clerk also handles administrative tasks.

4.04.21 Stores Clerk

Comprising those employees who carry out handling of files and documents relating to aircraft parts, including data entry of repairs made to aircraft parts.

Group VI

4.04.22 **Building Attendant**

Comprising those employees who perform all types of janitorial work, including the cleaning and general repair of facilities.

4.04.23 **Hangar Janitor**

Comprising those employees who carry out **general cleaning of hangar**, fuelling of maintenance vehicles as well as other related duties. The work of hangar cleaning is not exclusive to this position.

Group VII

4.04.24 **Aircraft Towing Serviceman**

Comprising those employees who are assigned to Tow Aircraft and are responsible for hooking up ground support equipment and the general cleanliness and fuelling of maintenance work vehicles as well as other related duties as assigned. Must be qualified by the Airport Authority to tow aircraft and hold a valid D/AVOP permit. The work of aircraft towing is not exclusive to this position.

Group VIII

4.04.25 **Data Entry Clerk**

Comprising those employees who carry out the updating of Maintenance manuals, data input into the system with regard to aircraft maintenance, coordinate aircraft-related documentation and give support to technicians in compiling and grouping of job cards.

Group IX

4.04.26 **Fleet Specialist**

Provides support to the fleet manager in the writing of technical documentation and the review of regulatory and manufacturer documents issued. Assists in the troubleshooting of known or recurrent problems and supports line and hangar maintenance when needed. Involved in the issuance of documents **required for bringing the aircraft up to Air Transat standards**.

Group X

4.04.27 **Senior Aircraft Maintenance Planner**

Comprising those employees who develop, interpret, build and audit technical plans for the Air Transat fleet in accordance with the maintenance specification manual, Canadian Aviation Regulations and special requests from within the maintenance branch.

4.04.28 Aircraft Maintenance Planner

Prepares the aircraft's maintenance work schedule. Coordinates documentation and equipment required to carry out maintenance and makes sure that maintenance schedules are respected.

4.04.29 Senior Technical Records Controller

Comprising those employees who perform the review of technical records documentation for compliance, with respect to the correct flight hour, cycles and calendar in accordance with approved data. These employees also update the historical data in the computer system and paper copies.

4.04.30 Technical Records Controller

Updates the computer system with respect to the time that aircraft parts have been in use and to aircraft inspection.

4.04.31 Technical Librarian

Organizes and updates all technical publications required by the Maintenance Department. Distributes revisions to all bases and ensures tight control over all documentation.

Group XI

4.04.32 Reliability Analyst

Develops, checks, produces and analyzes all technical data relating to the reliability of aircraft and their components.

4.04.33 Reliability Clerk

Inputs into the computer technical data on the reliability of aircraft and their components.

Group XII

4.04.34 Buyer – Aircraft Parts

Purchases any aircraft parts and aircraft-related services within the various maintenance programs and follows up on orders and on the supplier, ensuring total cost optimization. Carries out any other related task.

4.04.35 Buyer – Consumable Aircraft Parts

Purchases consumable aircraft parts and aircraft-related services within the various maintenance programs and follows up on orders and on the supplier, ensuring total cost optimization.

4.04.36 Expeditor
Follows up and tracks aircraft part orders placed by buyers and managers in the purchasing department.

4.04.37 Buyer / Expeditor
Purchases any aircraft parts and aircraft-related services within the various maintenance programs and follows up on orders and on the supplier, ensuring total cost optimization.

This position has a 5/2 work schedule but can be subject to changes due to operational requirements.

It is understood that in the event of an increase in the tasks of the expeditor, the position will be split and a position of expeditor will be posted, leaving the technical buyer position to the original owner of that position.

This combined classification position cannot be used to reduce the number of employees in the Buyer or Expeditor classification.

Group XIII

4.04.38 Technical Writer
Assists the fleet manager for the production of customized maintenance job cards when needed. Ensures the job cards are kept in line and current with new revisions of manufacturer's documents. Updates and rectifies job cards as required and actions feedback from line or hangar maintenance on job cards content.

Group I – XIII

4.05 Lead Hand
Comprising those employees who have the appropriate licence¹, the qualifications of their classification and the ability to direct a team of employees.

4.05.01 The lead hand is a working member within his team.

4.05.02 The employer may, at its discretion, name one or several permanent lead hands, according to the criteria of operational efficiency alone.

¹ A candidate whose name is retained as permanent or acting lead hand and who has not yet obtained his licence at the date on which he has been appointed shall have twelve (12) months as of the date of nomination to obtain it. Should he fail to obtain it within this twelve-month period, he shall return to his classification.

4.05.03 Each permanent lead hand shall direct a team comprised of a number of employees not exceeding the following ratio: 1 for 5, 2 for 15 and 3 for 25. For example:

Number of employees in the team	Number of lead hands
5	1
9	1
12	1
15	2
20	2
25	3

4.05.04 When replacing a lead hand (for example: **vacation, time bank, out-base assignment, supervisor upgrade**, prolonged absence, sickness) or when there is an increase in the workload, the employer shall resort to an acting lead hand whose qualifications correspond to the trade group.

4.05.05 Acting lead hands shall be selected **in order of Classification Seniority from an established** bank of candidates for the position of acting lead hand in order to rapidly meet operational requirements.

4.06 **Trade Groups and Classifications**

Trade Groups

Classifications

Group I

Instructor

Process Auditor

Inspector

Lead Hand

Certified Aircraft Mechanics Technician

Certified Aircraft Avionics Technician

Aircraft Mechanics Technician

Aircraft Avionics Technician

Certified Shop **Aircraft** Avionics Technician

Certified Shop **Aircraft** Mechanics Technician

Aircraft Shop Avionics Technician

Aircraft Shop Mechanics Technician

Group II	Lead Hand Interior Mechanic Serviceman
Group III	Lead Hand Certified Structural Repair Technician Structural Repair Technician Sheet Metal Worker
Group IV	Lead Hand Ground Equipment Mechanic
Group V	Lead Hand Storekeeper / Aircraft Parts Driver / Stores Senior Stores Clerk Stores Clerk
Group VI	Lead Hand Building Attendant Hangar Janitor
Group VII	Lead Hand Aircraft Towing Serviceman
Group VIII	Data Entry Clerk
Group IX	Fleet Specialist

Group X
Senior Aircraft Maintenance Planner
Aircraft Maintenance Planner
Senior Technical Records Controller
Technical Records Controller
Technical Librarian

Group XI
Reliability Analyst
Reliability Clerk

Group XII
Buyer – Aircraft Parts
Buyer – Consumable Aircraft Parts
Expeditor
Buyer / Expeditor

Group XIII
Technical Writer

4.07 Promotions and Transfers

4.07.01 The Company shall not reduce the salary of an employee who is promoted or transferred to another classification. His salary progression shall continue according to his new classification, unless he comes from Group II or Group V, in which case his salary shall be maintained until the seniority accumulated in his new classification allows his salary to progress once again. For this purpose and given this context, the required seniority is established at six (6) months rather than twelve (12) months for each change in level.

4.07.02 In the event of a transfer, the experience gained outside the Company in the new classification shall be recognized for purposes of salary progression.

4.08 Probationary Period

4.08.01 The probationary period for new employees or for employees who are promoted **within** the bargaining unit is **six (6) consecutive months**.

4.08.02 This period may be extended upon **written** agreement between the **Company and the Local Chief Shop Steward**. During this probationary period, and its possible extension, the Company may demote, cancel the promotion, or terminate the employment of a new employee, **supported by written justification to the employee, with a copy to the Local Chief Shop Steward**.

- 4.08.03 During this period, the employee has the right to file a grievance.
- 4.08.04 During the probationary period, the Company **shall** provide a **written** evaluation of the employee within **three (3) consecutive months** and **shall** advise the Local **Chief Shop Steward** in writing as to the status of the assessment.
- 4.08.05 During the probationary period, the employer may decide to terminate **the employment of a new employee** or terminate the promotion for cause, providing such cause has been declared **in writing** during the ongoing evaluation process **described in Article 4.08.04, and was not corrected during the probationary period.** The employee **shall** not have access to a grievance.
- 4.08.06 In situations where the employee was promoted to a position and subsequently failed the probation, he may elect to return to the previously held position.
- 4.08.06.1 In situations where the employee was promoted to a position, he may **voluntarily** elect to return to his previous position and **work location and schedule (providing such work location and schedule still exists)** upon **written request to the Company at any time** during his probationary period.
- 4.09 The parties agree to engage in meaningful discussion where the Company has identified a need to enhance the competencies of categories and/or positions identified within the Collective Agreement. Future postings for a position may identify different qualifications than those mentioned on previous postings for the same function. It is not the intent of this clause to displace or lay off those employees who currently hold a position, **or to reduce or eliminate any classification.**

4.10 Rates of Pay

SALARIES AND PREMIUMS

GROUP I

A) Aircraft Mechanics Technicians / Aircraft Avionics Technicians:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring without training	\$34,753	\$34,840	\$35,188	\$35,716	\$36,252
2	Level of hiring with Secondary School Vocational Diploma or equivalent or military training, or six (6) months at Rank 1	\$37,328	\$37,421	\$37,796	\$38,362	\$38,938
3	Level of hiring with college education or two (2) years of experience, or six (6) months at Rank 2	\$41,189	\$41,292	\$41,705	\$42,330	\$42,965
4	Three (3) years of experience, or six (6) months at Rank 3	\$42,476	\$42,582	\$43,008	\$43,653	\$44,308
5	Four (4) years of experience, or six (6) months at Rank 4	\$45,695	\$45,809	\$46,267	\$46,961	\$47,666
6	Five (5) years of experience, or six (6) months at Rank 5	\$51,487	\$51,616	\$52,132	\$52,914	\$53,708

A) Aircraft Mechanics Technicians / Aircraft Avionics Technicians (cont'd.):

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$54,704	\$54,841	\$55,389	\$56,220	\$57,063
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$58,567	\$58,713	\$59,301	\$60,190	\$61,093
9	Eight (8) years of experience, or twelve (12) months at Rank 8	\$61,142	\$61,295	\$61,908	\$62,836	\$63,779
10	Nine (9) years of experience, or twelve (12) months at Rank 9	\$61,784	\$61,938	\$62,558	\$63,496	\$64,449
11	Twelve (12) months experience at Rank 10	\$64,357	\$64,518	\$65,163	\$66,141	\$67,133

* The aircraft mechanics technician who has finished all his exams and is waiting to attend an aircraft course in order to obtain an M licence recognized by Transport Canada or an aircraft avionics technician who shall obtain an E licence recognized by Transport Canada shall be promoted to Rank 7. This change becomes effective on the date on which the last exam was successfully passed, in the case of an aircraft mechanics technician, and on the validation date of an E licence, in the case of an aircraft avionics technician. This new date shall be retained for salary progression purposes.

* An aircraft mechanics technician who has completed all exams and who is waiting to attend an aircraft course in order to obtain an M licence recognized by Transport Canada or an aircraft avionics technician who shall obtain an E licence recognized by Transport Canada shall have his date of hiring advanced by six (6) months for the purpose of calculating future salary progressions.

B) Certified Aircraft Mechanics Technicians / Certified Aircraft Avionics Technicians /

Certified Shop Aircraft Mechanics Technicians / Certified Shop Aircraft Avionics Technicians:

* According to operational requirements, the Company shall determine the number of employees required in Categories B and C. Such promotions shall be carried out as per Article 6. The date of promotion shall be retained for salary progression purposes.

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	M8 or E licence and twelve (12) months at Rank 10, and zero to twelve (0-12) months certifying company aircraft	\$67,576	\$67,745	\$68,422	\$69,449	\$70,490
2	M8 or E licence and twenty four (24) months or more certifying company aircraft, or twelve (12) months at Rank 1	\$69,508	\$69,682	\$70,379	\$71,434	\$72,506
3	M8 or E licence and thirty six (36) months or more certifying company aircraft, or twelve (12) months at Rank 2	\$72,725	\$72,907	\$73,636	\$74,740	\$75,862
4	M8 or E licence and forty eight (48) months or more certifying company aircraft, or twelve (12) months at Rank 3	\$75,299	\$75,487	\$76,242	\$77,386	\$78,547
5	M8 or E licence and sixty (60) months or more certifying company aircraft, or twelve (12) months at Rank 4	\$77,230	\$77,423	\$78,197	\$79,370	\$80,561
6	M8 or E licence and seventy two (72) months or more certifying company aircraft, or twelve (12) months at Rank 5	\$80,448	\$80,649	\$81,456	\$82,677	\$83,918

C) Inspectors:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1		\$85,269	\$85,482	\$86,337	\$87,632	\$88,947
2	Twelve (12) months at Rank 1	\$86,974	\$87,191	\$88,063	\$89,384	\$90,725

C.1) Instructors:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring with qualifications	\$79,649	\$79,848	\$80,647	\$81,856	\$83,084
2	One (1) year of experience, or twelve (12) months at Rank 1	\$82,063	\$82,268	\$83,091	\$84,337	\$85,602

C.2) Process Auditors:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring with qualifications	\$80,430	\$80,631	\$81,437	\$82,659	\$83,899
2	One (1) year of experience, or twelve (12) months at Rank 1	\$82,769	\$82,976	\$83,806	\$85,063	\$86,339
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$84,425	\$84,636	\$85,482	\$86,765	\$88,066

GROUP II

D) Servicemen:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring without experience	\$28,756	\$28,828	\$29,116	\$29,553	\$29,996
2	One (1) year of experience, or twelve (12) months at Rank 1	\$31,416	\$31,495	\$31,809	\$32,287	\$32,771
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$33,349	\$33,432	\$33,767	\$34,273	\$34,787
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$35,646	\$35,735	\$36,092	\$36,634	\$37,183
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$37,955	\$38,050	\$38,430	\$39,007	\$39,592

E) Interior Mechanics:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring without experience	\$34,753	\$34,840	\$35,188	\$35,716	\$36,252
2	One (1) year of experience, or six (6) months at Rank 1	\$37,971	\$38,066	\$38,447	\$39,023	\$39,609
3	Two (2) years of experience, or six (6) months at Rank 2	\$41,189	\$41,292	\$41,705	\$42,330	\$42,965
4	Three (3) years of experience, or six (6) months at Rank 3	\$44,409	\$44,520	\$44,965	\$45,640	\$46,324
5	Four (4) years of experience, or six (6) months at Rank 4	\$47,625	\$47,744	\$48,222	\$48,945	\$49,679
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$50,843	\$50,970	\$51,480	\$52,252	\$53,036
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$54,062	\$54,197	\$54,739	\$55,560	\$56,394
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$57,279	\$57,422	\$57,996	\$58,866	\$59,749

GROUP III

F) Sheet Metal Workers:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring without experience	\$34,753	\$34,840	\$35,188	\$35,716	\$36,252
2	One (1) year of experience, or twelve (12) months at Rank 1	\$37,328	\$37,421	\$37,796	\$38,362	\$38,938
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$39,260	\$39,358	\$39,752	\$40,348	\$40,953
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$42,476	\$42,582	\$43,008	\$43,653	\$44,308
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$45,695	\$45,809	\$46,267	\$46,961	\$47,666

G) Structural Repair Technicians:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring without experience	\$34,753	\$34,840	\$35,188	\$35,716	\$36,252
2	Level of hiring with College education or military, or six (6) months at Rank 1	\$37,328	\$37,421	\$37,796	\$38,362	\$38,938
3	Two (2) years of experience, or six (6) months at Rank 2	\$41,189	\$41,292	\$41,705	\$42,330	\$42,965
4	Three (3) years of experience, or six (6) months at Rank 3	\$42,476	\$42,582	\$43,008	\$43,653	\$44,308
5	Four (4) years of experience, or six (6) months at Rank 4	\$45,695	\$45,809	\$46,267	\$46,961	\$47,666
6	Five (5) years of experience, or six (6) months at Rank 5	\$51,487	\$51,616	\$52,132	\$52,914	\$53,708
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$54,704	\$54,841	\$55,389	\$56,220	\$57,063
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$58,567	\$58,713	\$59,301	\$60,190	\$61,093
9	Eight (8) years of experience, or twelve (12) months at Rank 8	\$61,142	\$61,295	\$61,908	\$62,836	\$63,779
10	Nine (9) years of experience, or twelve (12) months at Rank 9	\$61,784	\$61,938	\$62,558	\$63,496	\$64,449
11	Twelve (12) months of experience at Rank 10	\$64,357	\$64,518	\$65,163	\$66,141	\$67,133

* A structural repair technician who obtains an S licence recognized by Transport Canada shall be promoted to Rank 7 of structural repair technician. This change is effective on the validation date of the licence, which shall be retained for salary progression purposes.

* A structural repair technician who obtains an S licence recognized by Transport Canada shall have his date of hiring advanced by six (6) months for the purposes of calculating future salary progressions.

H) Certified Structural Repair Technicians:

* Depending on its operational requirements, the Company shall determine the number of employees required for Category H. The date of promotion shall be retained for salary progression purposes.

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	S Licence	\$67,576	\$67,745	\$68,422	\$69,449	\$70,490
2	Level of hiring with College education or military, or six (6) months at Rank 1	\$69,508	\$69,682	\$70,379	\$71,434	\$72,506
3	Twelve (12) months of experience at Rank 2	\$72,725	\$72,907	\$73,636	\$74,740	\$75,862
4	Twelve (12) months of experience at Rank 3	\$75,299	\$75,487	\$76,242	\$77,386	\$78,547
5	Twelve (12) months of experience at Rank 4	\$77,231	\$77,424	\$78,198	\$79,371	\$80,562
6	Twelve (12) months of experience at Rank 5	\$80,448	\$80,649	\$81,456	\$82,677	\$83,918

GROUP IV

l) Ground Equipment Mechanics:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring without experience	\$34,753	\$34,840	\$35,188	\$35,716	\$36,252
2	One (1) year of experience, or six (6) months at Rank 1	\$37,328	\$37,421	\$37,796	\$38,362	\$38,938
3	Two (2) years of experience, or six (6) months at Rank 2	\$41,189	\$41,292	\$41,705	\$42,330	\$42,965
4	Three (3) years of experience, or six (6) months at Rank 3	\$42,476	\$42,582	\$43,008	\$43,653	\$44,308
5	Four (4) years of experience, or six (6) months at Rank 4	\$45,695	\$45,809	\$46,267	\$46,961	\$47,666
6	Five (5) years of experience, or six (6) months at Rank 5	\$51,487	\$51,616	\$52,132	\$52,914	\$53,708
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$54,704	\$54,841	\$55,389	\$56,220	\$57,063
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$58,567	\$58,713	\$59,301	\$60,190	\$61,093
9	Eight (8) years of experience, or twelve (12) months at Rank 8	\$61,142	\$61,295	\$61,908	\$62,836	\$63,779
10	Nine (9) years of experience, or twelve (12) months at Rank 9	\$61,784	\$61,938	\$62,558	\$63,496	\$64,449
11	Twelve (12) months at Rank 10	\$64,357	\$64,518	\$65,163	\$66,141	\$67,133

J) Storekeepers – Aircraft Parts:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring without experience	\$28,756	\$28,828	\$29,116	\$29,553	\$29,996
2	One (1) year of experience, or six (6) months at Rank 1	\$31,416	\$31,495	\$31,809	\$32,287	\$32,771
3	Two (2) years of experience, or six (6) months at Rank 2	\$33,509	\$33,593	\$33,929	\$34,438	\$34,954
4	Three (3) years of experience, or six (6) months at Rank 3	\$35,884	\$35,974	\$36,333	\$36,878	\$37,432
5	Four (4) years of experience, or six (6) months at Rank 4	\$38,262	\$38,358	\$38,741	\$39,322	\$39,912
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$40,638	\$40,740	\$41,147	\$41,764	\$42,391
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$43,014	\$43,122	\$43,553	\$44,206	\$44,869
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$45,391	\$45,504	\$45,960	\$46,649	\$47,349
9	Twelve (12) months at Rank 8	\$47,625	\$47,744	\$48,222	\$48,945	\$49,679

K) Drivers - Stores:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring without experience	\$27,755	\$27,824	\$28,103	\$28,524	\$28,952
2	One (1) year of experience, or twelve (12) months at Rank 1	\$29,141	\$29,214	\$29,506	\$29,949	\$30,398
3	Two (2) years of experience, or six (6) months at Rank 2	\$30,599	\$30,675	\$30,982	\$31,447	\$31,919
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$32,129	\$32,209	\$32,531	\$33,019	\$33,515
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$33,734	\$33,818	\$34,157	\$34,669	\$35,189
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$35,421	\$35,510	\$35,865	\$36,403	\$36,949
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$37,193	\$37,286	\$37,659	\$38,224	\$38,797

L) Senior Clerks - Stores:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1		\$40,549	\$40,650	\$41,057	\$41,673	\$42,298

L.1) Clerks - Stores:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring	\$26,550	\$26,616	\$26,883	\$27,286	\$27,695
2	One (1) year of experience, or twelve (12) months at Rank 1	\$27,756	\$27,825	\$28,104	\$28,525	\$28,953
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$28,963	\$29,035	\$29,326	\$29,766	\$30,212
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$30,170	\$30,245	\$30,548	\$31,006	\$31,471
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$31,377	\$31,455	\$31,770	\$32,247	\$32,730
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$33,187	\$33,270	\$33,603	\$34,107	\$34,618
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$34,998	\$35,085	\$35,436	\$35,968	\$36,507
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$38,618	\$38,715	\$39,102	\$39,688	\$40,284

GROUP VI

M) Building Attendants:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring	\$28,756	\$28,828	\$29,116	\$29,553	\$29,996
2	Twelve (12) months at Rank 1	\$31,416	\$31,495	\$31,809	\$32,287	\$32,771
3	Twelve (12) months at Rank 2	\$32,709	\$32,791	\$33,119	\$33,615	\$34,120

N) Building Attendants - Hangar:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring	\$28,756	\$28,828	\$29,116	\$29,553	\$29,996
2	Twelve (12) months at Rank 1	\$31,416	\$31,495	\$31,809	\$32,287	\$32,771
3	Twelve (12) months at Rank 2	\$32,709	\$32,791	\$33,119	\$33,615	\$34,120

GROUP VII

O) Aircraft Towing Servicemen:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Hiring level with up to one (1) year of experience and with a valid D licence	\$35,142	\$35,230	\$35,582	\$36,116	\$36,658
2	One (1) year of experience or twelve (12) months at Rank 1	\$37,652	\$37,746	\$38,124	\$38,695	\$39,276
3	Twelve (12) months at Rank 2	\$40,163	\$40,263	\$40,666	\$41,276	\$41,895

GROUP VIII

P) Data Entry Clerks:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring	\$28,964	\$29,036	\$29,327	\$29,767	\$30,213
2	One (1) year of experience, or twelve (12) months at Rank 1	\$31,377	\$31,455	\$31,770	\$32,247	\$32,730
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$33,315	\$33,398	\$33,732	\$34,238	\$34,752
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$35,275	\$35,363	\$35,717	\$36,253	\$36,796
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$37,236	\$37,329	\$37,702	\$38,268	\$38,842
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$39,195	\$39,293	\$39,686	\$40,281	\$40,885
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$41,155	\$41,258	\$41,670	\$42,296	\$42,930
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$43,113	\$43,221	\$43,653	\$44,308	\$44,972

GROUP IX

Q) Fleet Specialists:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring with college education in aircraft maintenance	\$53,100	\$53,233	\$53,765	\$54,572	\$55,390
2	One (1) year of experience, or twelve (12) months at Rank 1	\$55,582	\$55,721	\$56,278	\$57,122	\$57,979
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$57,528	\$57,672	\$58,249	\$59,122	\$60,009
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$59,540	\$59,689	\$60,286	\$61,190	\$62,108
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$61,623	\$61,777	\$62,395	\$63,331	\$64,281
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$63,780	\$63,939	\$64,579	\$65,548	\$66,531
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$66,012	\$66,177	\$66,839	\$67,841	\$68,859
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$68,321	\$68,492	\$69,177	\$70,214	\$71,268
9	Eight (8) years of experience, or twelve (12) months at Rank 8	\$70,712	\$70,889	\$71,598	\$72,672	\$73,762
10	Nine (9) years of experience, or twelve (12) months at Rank 9	\$73,186	\$73,369	\$74,103	\$75,214	\$76,342

GROUP X

R) Senior Aircraft Maintenance Planners:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1		\$60,907	\$61,059	\$61,670	\$62,595	\$63,534

R.1) Aircraft Maintenance Planners:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring with college education in aircraft maintenance	\$36,204	\$36,295	\$36,657	\$37,207	\$37,765
2	One (1) year of experience, or twelve (12) months at Rank 1	\$37,592	\$37,686	\$38,063	\$38,634	\$39,213
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$39,692	\$39,791	\$40,189	\$40,792	\$41,404
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$41,908	\$42,013	\$42,433	\$43,069	\$43,715
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$44,245	\$44,356	\$44,799	\$45,471	\$46,153
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$46,711	\$46,828	\$47,296	\$48,005	\$48,726
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$49,313	\$49,436	\$49,931	\$50,680	\$51,440
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$52,057	\$52,187	\$52,709	\$53,500	\$54,302
9	Eight (8) years of experience, or twelve (12) months at Rank 8	\$54,953	\$55,090	\$55,641	\$56,476	\$57,323
10	Nine (9) years of experience, or twelve (12) months at Rank 9	\$58,007	\$58,152	\$58,734	\$59,615	\$60,509

S) Senior Technical Records Controllers:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1		\$45,269	\$45,382	\$45,836	\$46,524	\$47,221

S.1) Technical Records Controllers:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring	\$28,964	\$29,036	\$29,327	\$29,767	\$30,213
2	One (1) year of experience, or twelve (12) months at Rank 1	\$31,377	\$31,455	\$31,770	\$32,247	\$32,730
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$33,315	\$33,398	\$33,732	\$34,238	\$34,752
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$35,275	\$35,363	\$35,717	\$36,253	\$36,796
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$37,236	\$37,329	\$37,702	\$38,268	\$38,842
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$39,195	\$39,293	\$39,686	\$40,281	\$40,885
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$41,155	\$41,258	\$41,670	\$42,296	\$42,930
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$43,113	\$43,221	\$43,653	\$44,308	\$44,972

T) Technical Librarians:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring	\$26,550	\$26,616	\$26,883	\$27,286	\$27,695
2	One (1) year of experience, or twelve (12) months at Rank 1	\$27,756	\$27,825	\$28,104	\$28,525	\$28,953
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$28,964	\$29,036	\$29,327	\$29,767	\$30,213
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$30,170	\$30,245	\$30,548	\$31,006	\$31,471
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$31,377	\$31,455	\$31,770	\$32,247	\$32,730
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$33,187	\$33,270	\$33,603	\$34,107	\$34,618
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$34,998	\$35,085	\$35,436	\$35,968	\$36,507
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$38,618	\$38,715	\$39,102	\$39,688	\$40,284

GROUP XI

U) Reliability Analysts:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring with college education in Statistics	\$30,170	\$30,245	\$30,548	\$31,006	\$31,471
2	One (1) year of experience, or twelve (12) months at Rank 1	\$31,377	\$31,455	\$31,770	\$32,247	\$32,730
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$33,187	\$33,270	\$33,603	\$34,107	\$34,618
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$35,601	\$35,690	\$36,047	\$36,588	\$37,136
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$38,618	\$38,715	\$39,102	\$39,688	\$40,284
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$41,032	\$41,135	\$41,546	\$42,169	\$42,802
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$43,445	\$43,554	\$43,989	\$44,649	\$45,319
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$45,859	\$45,974	\$46,433	\$47,130	\$47,837
9	Eight (8) years of experience, or twelve (12) months at Rank 8	\$48,689	\$48,810	\$49,298	\$50,038	\$50,788
10	Nine (9) years of experience, or twelve (12) months at Rank 9	\$51,693	\$51,822	\$52,340	\$53,125	\$53,922

V) Reliability Clerks:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring	\$26,550	\$26,616	\$26,883	\$27,286	\$27,695
2	One (1) year of experience, or twelve (12) months at Rank 1	\$27,756	\$27,825	\$28,104	\$28,525	\$28,953
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$28,964	\$29,036	\$29,327	\$29,767	\$30,213
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$30,170	\$30,245	\$30,548	\$31,006	\$31,471
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$31,377	\$31,455	\$31,770	\$32,247	\$32,730
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$33,187	\$33,270	\$33,603	\$34,107	\$34,618
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$34,998	\$35,085	\$35,436	\$35,968	\$36,507
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$38,618	\$38,715	\$39,102	\$39,688	\$40,284

GROUP XII

W) Buyers – Consumable Aircraft Parts:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring	\$31,981	\$32,061	\$32,382	\$32,867	\$33,360
2	One (1) year of experience, or twelve (12) months at Rank 1	\$32,300	\$32,381	\$32,705	\$33,195	\$33,693
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$33,593	\$33,677	\$34,014	\$34,524	\$35,042
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$36,204	\$36,295	\$36,657	\$37,207	\$37,765
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$38,015	\$38,110	\$38,491	\$39,069	\$39,655

X) Buyers – Aircraft Parts:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring	\$37,411	\$37,505	\$37,880	\$38,448	\$39,024
2	One (1) year of experience, or twelve (12) months at Rank 1	\$39,197	\$39,295	\$39,688	\$40,283	\$40,888
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$41,757	\$41,861	\$42,280	\$42,914	\$43,558
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$44,317	\$44,428	\$44,872	\$45,545	\$46,228
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$46,876	\$46,993	\$47,463	\$48,175	\$48,898
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$49,436	\$49,560	\$50,055	\$50,806	\$51,568
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$51,996	\$52,126	\$52,647	\$53,437	\$54,239
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$54,555	\$54,691	\$55,238	\$56,067	\$56,908

Y) Expeditors:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring	\$28,756	\$28,828	\$29,116	\$29,553	\$29,996
2	One (1) year of experience, or twelve (12) months at Rank 1	\$31,416	\$31,495	\$31,809	\$32,287	\$32,771
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$33,498	\$33,582	\$33,918	\$34,426	\$34,943
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$35,870	\$35,960	\$36,319	\$36,864	\$37,417
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$38,241	\$38,337	\$38,720	\$39,301	\$39,890
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$40,613	\$40,715	\$41,122	\$41,739	\$42,365

GROUP XIII

Z) Technical Writers:

Rank	Technical Qualifications	5/1/2011	5/1/2012	5/1/2013	5/1/2014	5/1/2015
1	Level of hiring with required qualifications	\$42,239	\$42,345	\$42,768	\$43,410	\$44,061
2	One (1) year of experience, or twelve (12) months at Rank 1	\$44,652	\$44,764	\$45,211	\$45,889	\$46,578
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$47,066	\$47,184	\$47,656	\$48,370	\$49,096
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$49,479	\$49,603	\$50,099	\$50,850	\$51,613
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$51,893	\$52,023	\$52,543	\$53,331	\$54,131
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$54,307	\$54,443	\$54,987	\$55,812	\$56,649
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$56,720	\$56,862	\$57,430	\$58,292	\$59,166
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$59,134	\$59,282	\$59,875	\$60,773	\$61,684
9	Eight (8) years of experience, or twelve (12) months at Rank 8	\$61,547	\$61,701	\$62,318	\$63,253	\$64,201
10	Nine (9) years of experience, or twelve (12) months at Rank 9	\$62,754	\$62,911	\$63,540	\$64,493	\$65,460

- 4.11 Premiums**
- 4.11.01 Shift Premium**
- 4.11.01.1 Employees assigned to the hangar shall receive a **\$0.75/hour** premium for all hours worked on the evening or midnight shift.
- 4.11.01.2 Employees working on rotational shifts shall receive a **\$0.75** premium for all hours worked on their shift if six (6) hours of that shift are on the evening or midnight shift, which shall be those shifts commencing or terminating between 16:00 hours and 07:00 hours the next day.
- 4.11.01.3 Those employees working on a permanent night shift which shall be that shift commencing and terminating between 21:00 hours and 07:00 hours the next day shall receive a premium of \$1.50 per hour for all hours worked on that shift.
- 4.11.02 Lead Hand Premium**
- 4.11.02.1 Permanent: The \$1.50/hour premium is included in the annual salary.
- 4.11.02.2 Acting: A \$1.50 premium for each hour worked as acting lead hand.
- 4.11.03 Acting Supervisor Premium**
- 4.11.03.1 \$2.25 for each hour worked as acting supervisor.
- 4.11.04 Endorsement Premium**
- 4.11.04.1 All licenced technicians shall receive a **\$0.30/hour** premium for each aircraft endorsement listed on the Company's AMO, for which they are endorsed.
- 4.11.04.2 **In addition to Article 4.11.04.1**, a monthly \$25.00 premium applies in the case of technicians who are certified for aircraft different from that operated by Air Transat and for which they perform work in their specialty.
- 4.11.05 Certification Premium for Non-Certified Personnel**
- 4.11.05.1 Qualified non-certified personnel authorized by the Company to certify the maintenance of aeronautic products (shops) and the qualified stores personnel authorized by the Company to sign for the reception and expedition of various parts of aeronautic products shall receive a premium of \$0.20 per hour.
- 4.11.06 Certification Premium for Structure Technician Personnel**
- 4.11.06.1 Structure Technicians performing welder or machinist work shall receive a premium of \$1.00 per hour over and above their hourly rate for all hours worked.
- 4.11.07 Irregular Shift Premium**
- 4.11.07.1 Employees of the Vancouver (YVR), **Calgary (YYC)** and **Edmonton (YEG)** bases working an Irregular Shift shall receive a premium of \$0.75/hour for all hours worked when the start time varies on a daily basis.

5.0 SENIORITY

5.01 Recognition

Seniority shall be recognized as applicable within trade groups and classifications per base.

5.02 Privileges

5.02.01 Unless otherwise provided for under specific conditions of the Collective Agreement, **classification** seniority shall be a deciding factor in:

- vacancies and positions (Article 6.0)
- layoffs (Article 8.0)
- bumping (Article 8.0)
- recalls (Article 8.0)
- overtime selection (Article 23.0)
- transfers (Article 28.0)
- training (Article 32.0)
- choice of work schedule and shift (Article 22.0)

5.02.02 Unless otherwise provided for under specific conditions of the Collective Agreement, **bargaining unit** seniority shall be a deciding factor in:

- vacation selection (Article 9.0)
- pre-retirement reduced work week program (Article 22.0)

5.02.03 Unless otherwise provided for under specific conditions of the Collective Agreement, **the company service date** shall be a deciding factor in:

- vacation allotment (Article 9.0)

5.03 Seniority Assignment

Where there is more than one employee hired into the same classification on the same day, a Human Resources Representative and the Union Designate shall conduct a random draw with the new hires present wherever possible to determine the seniority ranking of the new employees.

5.04 Seniority List

5.04.01 Seniority lists shall be posted by the Company twice a year, on May 1 and October 1 of each year, in areas that are accessible to all employees, with a copy supplied to each **Local Chief Shop Steward at the time of posting.**

- 5.04.02 The seniority lists shall indicate the employee's rank, name and status and shall be posted in simplified, alphabetical listing and by classification.
- 5.04.03 Within thirty (30) days following the posting date, or in the case of an absent employee, within thirty (30) days of his return, an employee may contest in writing any error or omission made concerning him. This letter shall be addressed to the Human Resources Department, with a copy to the **Local Chief Shop Steward**.
- 5.04.04 The **Local Chief Shop Steward** may also contest in writing to the Human Resources Department any errors or omissions to the seniority list.
- 5.04.05 All corrections to the seniority list shall be approved by the **Local Chief Shop Steward**.
- 5.04.06 Following the application of Articles 5.04.03, 5.04.04 and 5.04.05, a revised seniority list shall be posted as soon as any corrections are made.
- 5.05 **Loss of Seniority or Employment**
- An employee forfeits his seniority, his job and corresponding privileges when:
- a) he voluntarily resigns from the Company;
 - b) he is discharged for just cause;
 - c) he is laid off and is not recalled to work within thirty-six (36) months following his lay-off;
 - d) following his lay-off, he is recalled to a permanent position and, having been given seven (7) days to submit his answer, fails to report to work within fourteen (14) days following his answer, **as defined in Article 8.0**;
 - e) he fails to return to work at the end of a leave of absence without pay, without a valid reason;
 - f) he has a position with the Company outside the bargaining unit, for a period of six (6) months or more within the same year. The employee does not lose seniority nor his job is he is temporarily replacing the incumbent of a job outside the bargaining unit who is temporarily absent for more than six (6) months. In such a case, an agreement shall be reached **between** the Company and the **Local Chief Shop Steward** beforehand.
- 5.06 Employees promoted or transferred to positions covered by this **Collective Agreement** shall continue to accumulate seniority in the preceding classification or classification **within** their trade group. This accumulation shall cease if these employees change trade groups when changing classifications, six (6) months after such a change.
- 5.06.01 Employees who transfer, voluntarily or not, from one base to another shall continue to accumulate seniority **at their previous base** for a period of six (6) months.
- 5.07 All employees covered by the present **Collective Agreement** who carry out the duties of their classification outside the bargaining unit shall:
- a) continue to accrue seniority if such an assignment is temporary;

- b) retain their seniority but shall cease accruing seniority after the first six (6) months of an assignment should this assignment become permanent;
- c) enjoy, during their assignment, the same working conditions as those governing employees of their classification, subject to the agreement defining the conditions for assignments outside the base, provided for under Article 7;
- d) the provisions of the present article cannot be interpreted as recognition of union jurisdiction on work outside the bargaining unit.

5.07.01 An employee covered under Articles 5.07 and 5.06.01 who decides to return to a position within the bargaining unit or who is involuntarily laid off may be reinstated within the bargaining unit as long as this is done within the six-month period.

5.07.02 It is understood that flight engineers who come under the Operations branch may have previously worked as mechanics or avionics at Air Transat.

However, in a context of reductions in flight engineer personnel, which could result in lay-offs, the flight engineers affected by lay-offs have no bumping rights within the Maintenance branch.

5.07.03 For the purposes of salary progression and/or vacation rights, the calculation of seniority does not take into consideration the periods during which the employee has not worked (i.e., leaves of absence, lay-offs).

5.07.04 The **Local Chief Shop Steward** (1 at YUL, 1 at YYZ and 1 at YVR) shall have top seniority for lay-off and recall purposes if he is qualified to perform the job during his term of office.

6.0 VACANCIES AND POSITIONS

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

6.01.01 When a vacancy is created by an employee transferring or leaving the bargaining unit (example: retirement, resignation, change in classification, promotion to management, out-base assignments, etc.), the Company shall advise the Local Chief Shop Steward in writing within a month following the vacancy whether or not the position will be filled. If the Company intends not to fill the position, it shall notify the Local Chief Shop Steward in writing and shall detail the reasons for not filling the vacancy.

6.02 Posting of Positions

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

- 6.02.01.1 It is agreed between the Company and the Union that, effective May 1, 2013, all postings for positions shall only be available electronically on the Company's intranet, under the "Available Positions" tab. The purpose of this delay is to ensure that all employees covered by this Collective Agreement have external and internal access to the Company's intranet.
- 6.02.01.2 Should the Company make any revision to its intranet that affects where postings for positions can be found, the Company shall advise all employees by e-mail in advance of such change and provide a link to the new location.
- 6.02.02 All vacancy postings shall be made available for application during the period of time described in Articles 6.02.01 and 6.02.06.
- 6.02.03 All vacancy postings shall include the following information:
1. Job title
 2. Classification
 3. Number of vacancies
 4. Temporary or permanent
 5. Base or location
 6. Qualifications and licensing requirements
 7. Main responsibilities and a description of the position
 8. Expected entry date
 9. Expected duration (in the case of a temporary position)
 10. Reference number
 11. Opening and closing date of the posting
- 6.02.04 A copy of all vacancy postings shall be forwarded via e-mail to all the Local Chief Shop Stewards before they are posted.
- 6.02.05 Once a position award has become effective, the Company shall not cancel the award without written justification to the employee, with a copy to the Local Chief Shop Steward.
- 6.02.06 Employees wishing to be considered for an available position must submit their resume or application to the Human Resources Department in YUL either via fax or e-mail. The position reference number must be included. All such resumes and applications must be received by 23:59 EST on the vacancy closing date.

- 6.02.07 The Company shall grant access to its intranet so that all employees absent due to vacation, voluntary leave of absence or layoff have access to all current vacancy postings. Where the Company cannot provide access to such employees, copies of all current vacancy postings shall be forwarded by the Company by e-mail on a weekly basis, where requested by the absent employee.
- 6.02.08 The Company shall forward all current vacancy postings to employees on Out-Base assignments.
- 6.02.09 When an employee is awarded a position (example: Certified Aircraft Technician or Certified Aircraft Avionics Technician) and the Company prevents such employee who currently holds a valid M2 or E Category Transport Canada licence, from attending an endorsement course required for the awarded position, or such training which was planned or forecast is subsequently cancelled or postponed, such employee shall have his seniority in the awarded position become effective as of the date the course would have been completed.
- 6.02.09.1 For the purpose of calculating the date on which the course would have been completed, the employee shall, at the time the position is awarded, receive written notification of the planned or forecasted date of the required endorsement course.
- 6.02.10 When choosing between qualified candidates, the Company shall grant the position to the employee with the highest seniority in his trade group and classification. The requirements of the position must be relevant and correspond to the position's functions and duties. If the candidate(s) with the highest seniority is (or are) not chosen, management must provide him (or them) with a written explanation as to why he (or they) was (or were) not chosen, with a copy to the Local Chief Shop Steward.
- 6.02.11 Vacancy postings shall be awarded firstly to the qualified employee at the base where the requirement exists.
- 6.02.12 The Company shall provide the Local Chief Shop Steward with a written or electronic list of all employees who have applied for the position vacancy within maximum seven (7) working days following the closing date of the posting.
- 6.02.13 The Company shall provide the Local Chief Shop Steward in writing or via e-mail of the name(s) of the candidate(s) chosen to fill the position, at the same time the successful candidate is notified.
- 6.02.14 The Company shall publish and post the results of the position vacancy on all bulletin boards customarily used for the posting of Company memos within ten (10) working days following the expiry date of the posting.
- 6.02.15 When a candidate is chosen to fill a position, and the Company cannot release him for operational requirements from his present position, he shall be paid and accrue seniority from the expected entry date indicated on the posting.
- 6.03 When an employee is absent due to an Out-Base Assignment and is the candidate chosen to fill the position, he shall fill the position upon his return.

6.03.01 For all other absences, excluding those an employee is entitled to by law, he must fill the position within two (2) months of the end of the posting period. If the employee cannot abide by this obligation, the Company may post the position or award it to another qualified candidate according to Article 6.01.

6.04 Interim Appointments

6.04.01 When a position covered by the Collective Agreement becomes vacant, the Company may fill said position through an interim appointment. This procedure shall enable the Company to recruit and hire a permanent employee for the position or function or until the chosen candidate is available.

6.04.02 Interim appointments shall not exceed three (3) consecutive months per calendar year.

6.04.02.1 Interim appointments may be extended only by mutual written agreement between the Company and the Local Chief Shop Steward with reasonable justification from the Company.

6.04.03 An employee who fills a position through interim appointment shall not accumulate seniority in that classification.

6.04.04 The Local Chief Shop Steward shall be informed in writing of the candidate chosen to fill an interim appointment, and the start date of such appointment.

6.05 An employee may request a demotion to a classification in which he holds seniority, providing he is the successful bidder for the posted vacancy.

In the event the employee is awarded the posted position, he shall retain seniority in the previously established classification but shall not accrue seniority in the vacated position from the date of the award.

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

7.0 OUT-BASE ASSIGNMENTS

7.01 General

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

7.01.01.1 When a management employee is assigned to any Out-Base Assignment detailed in Articles 7.03, 7.04 and 7.05, the Company shall promptly inform the applicable Local Chief Shop Steward in writing.

7.01.02 All Out-Base Assignments covered in Article 7.0 shall be covered by all provisions of this Collective Agreement.

- 7.01.03 Out-Base Assignments shall be divided into three (3) categories:
- Local List Assignments (Article 7.03)
 - Out-Base List Assignments (Article 7.04)
 - Engine Change List Assignment (Article 7.05)
- 7.01.04 For the purposes of Article 7.0, the following bases shall be defined as main bases:
1. Montreal (YUL)
 2. Toronto (YYZ)
 3. Vancouver (YVR)
- All other bases shall be referred to as sub-bases.
- 7.02 Rules and Conditions Applicable to All Out-Base Assignments
- 7.02.01 Employees who have had their name included on any of the lists described in Articles 7.03, 7.04 or 7.05, shall provide a telephone number or numbers where they can be contacted for a relevant Out-Base Assignment.
- 7.02.01.1 When an employee is called for any Out-Base Assignment detailed in Articles 7.03, 7.04 and 7.05, such call shall inform the employee of the assignment of a time and date by which he shall advise the Company if he accepts or declines the assignment. If an voicemail is encountered, the Company shall only leave details on the nature of the call regarding the Out-base Assignment and the time by which the employee must respond.
- 7.02.02 According to the type of Out-Base Assignment, the required candidates shall be chosen from one (1) of the lists relevant to the particular Out-Base Assignment detailed in Articles 7.03, 7.04 or 7.05.
- 7.02.03 All lists defined in Articles 7.03, 7.04 and 7.05 shall be rotational.
- 7.02.04 All lists defined in Articles 7.03, 7.04 and 7.05 shall be posted and maintained by the Company on all bulletin boards customarily used for the posting of Company memos, or as per a local agreement.
- 7.02.05 Whenever a change to any list occurs (as defined in Articles 7.03, 7.04 or 7.05), a revised copy of such list shall be posted (as defined in Article 7.02.04) and shall be forwarded, either in writing or by e-mail, by the Company, to the applicable Local Chief Shop Steward(s) without delay.
- 7.02.06 Any employee who has requested to have his name added to any of the lists defined in Articles 7.03, 7.04 and 7.05, and is subsequently refused by the applicable Manager, shall be given the reason for such refusal in writing by the Manager refusing such employee. A copy of the refusal shall be forwarded in writing or by e-mail to the applicable Local Chief Shop Steward, by the applicable Manager.

- 7.02.07 Employees who have had their name added to any of the lists defined in Articles 7.03, 7.04 and 7.05, may not exchange positions with each other on such list.
- 7.02.08 Employees on modified duties or restricted duties must be fit for duties without restriction (as they relate to the assignment) at the time they are contacted for any Out-Base Assignment detailed in Article 7.03, 7.04 or 7.05. Otherwise, the employee shall be deemed as unavailable for such assignment and have his name moved to the bottom of the appropriate list.
- 7.02.09 Employees on the Pre-Retirement Reduced Work Week Program shall not be eligible to have their names added to the lists defined in Articles 7.03, 7.04 or 7.05.
- 7.02.09.1 Any employee who is approved by the Company to join the Pre-Retirement Reduced Work Week Program while his name is on a list detailed in Articles 7.03, 7.04 or 7.05, shall have his name removed from such list(s).
- 7.02.10 When any Out-Base Assignment (as defined in Articles 7.03, 7.04 and 7.05) is cancelled, the relevant list shall be reset to where it was prior to the cancellation, or if other assignments have already occurred, the affected employee shall have his name placed at the top of the appropriate list.
- 7.02.11 An employee may refuse any Out-Base Assignment, without penalty, if the country, region or city detailed in the assignment is subject to a warning defined by Foreign Affairs Canada on its website as either: "Avoid non-essential travel" or "Avoid all travel".
- 7.02.11.1 In conformity with the *Canada Labour Code*, the Company shall inform employees concerned on all warnings for the country, region or city of the assignment (detailed in Article 7.02.11). It is also the responsibility of the employee to bring forward any knowledge, questions or information regarding the said destination to the Company.
- 7.02.12 An employee may refuse any Out-Base Assignment, without penalty, if he has not received the necessary vaccinations recommended by the Company doctor for the particular country, region or city detailed in the assignment.
- 7.02.12.1 The Company shall inform the employees concerned of all recommended vaccinations for the country, region or city of the assignment (detailed in Article 7.02.12).
- 7.02.12.2 Only the cost of the vaccinations recommended by the Company doctor shall be absorbed by the Company and administrated at a clinic determined by the Company.
- 7.02.12.3 An employee who refuses an assignment as a result of a refusal to accept the recommended vaccinations detailed in Article 7.02.12, shall have his name moved to the bottom of the applicable list.

- 7.02.13 Personnel must be qualified on aircraft type and category of the assignment (i.e., Mechanic, Avionic, Structures, Stores, etc.) and be boroscope qualified, or fuel-tank-entry qualified only if specifically required by that assignment. In the event that no qualified employee is active on a list detailed in Articles 7.03, 7.04 or 7.05, the Company shall offer the assignment to the most senior person qualified. In the event that no qualified person accepts the assignment, the Company shall assign the junior qualified employee from the applicable list with the specific qualifications required.
- 7.02.14 To be eligible for an Out-Base Assignment detailed in Articles 7.03, 7.04 or 7.05, the employee must have a passport that is valid for at least sixty (60) days.
- 7.02.15 When an employee returns from an assignment detailed in Articles 7.03, 7.04 and 7.05, he shall return to the position vacated prior to the assignment, at the same work location and the same work schedule, provided it still exists.
- 7.02.16 Travel on a single-pilot operation aircraft can be declined by the employee, in which case alternate transportation shall be arranged.
- 7.02.17 Employees travelling on Company aircraft working on any assignment defined in Articles 7.03, 7.04 and 7.05, or to carry out an 'M' type action, shall be entitled to a crew meal.
- 7.02.17.1 A meal allowance shall be payable when a crew meal has not been made available, as follows:
- Crew Meal: \$20.00 (Canadian [net])
 - Crew Snack: \$10.00 (Canadian [net])
- 7.02.18 When an assignment involves a vehicle, the Company shall make every effort to obtain an air-conditioned vehicle equipped with seats fitted with headrests and a Supplemental Restraint System.
- 7.02.19 Should an employee use his own car, the Company shall reimburse the employee "user fees" at a rate of \$0.41 per km as a car allowance expense. This allowance shall be modified in accordance with the Company's policy and shall be whichever is greater, but shall not be lower than the amount stated in this article.
- 7.02.20 When employees are on any Out-Base Assignment, their tool boxes, tools and personal luggage shall be protected by the Company at a full dollar value against fire, theft or damage at any base or bases or during shipment and assignment. Prior to departure, employees shall provide the Company with an itemized list with photos of the items in their tool boxes.
- 7.02.21 The Company agrees to absorb all excess baggage fees charged to an employee while on an Out-Base Assignment. Such fees absorbed by the Company shall be limited to an employee's personal belongings (excluding personal purchases made while on assignment), and equipment or materials related to the assignment.

- 7.02.22 When applicable, the Company shall provide a corporate credit card or a cash advance to cover expenses to an employee on an Out-Base Assignment.
- 7.02.23 Where the Company has determined the need to service an aircraft out of base by performing maintenance work, for safety purposes, as determined by the Company, normally a minimum of one (1) qualified employee plus one (1) other employee shall be sent to perform the work. Exception shall be cases where there is already a technician or other employee available, or where the assignment involves the completion of documentation only.
- 7.02.24 Notwithstanding application of Article 22.04, all days off that an employee was entitled to prior to his Out-Base Assignment, and was unable to take, must be taken consecutively upon his return to his home base, or at any other time agreed to between the employee and the Company.
- 7.02.25 Once an employee has returned to his home base following any Out-Base Assignment, he shall be entitled to consecutive days off without penalty, prior to being reintegrated into his normal work schedule as per the following schedule:

Length of Assignment	Days Off
30 consecutive days	1
31 to 60 consecutive days	2
61 to 90 consecutive days	3
91 consecutive days (or more)	4

Note: Consecutive days for the purpose of the above schedule are counted from the day an employee leaves his home base until his return to his home base at the end of the assignment.

- 7.02.26 Days off, as described in Article 7.02.25, shall be in addition to any Statutory Holidays and regular days off resulting from the assignment, and any days off the employee was entitled to prior to his departure but was unable to take. Such time shall begin the day following the employee's return to his home base, after all crew rest entitlements have been taken (as per Article 22.06).
- 7.02.27 Should the Company grant higher per diems, additional financial enhancements, compensations, allowances or bonuses to Flight Crew Members on any sub-contract (example [but not limited to]: ACMI, Wet Lease, Damp Lease or Sub-Charter) that employees covered by this Collective Agreement are also assigned to, such employees shall be granted the same per diems, financial enhancements, compensations, allowances or bonuses payable to the Flight Crew Members applicable to that assignment.

- 7.02.28 If any new assignment occurs, the Company and the Negotiating Committee shall discuss and agree, in writing, in which category the new assignment shall be included.
- 7.03 Local List Assignments
- 7.03.01 Local List Assignments are primarily short-term assignments with an anticipated duration of twenty-nine (29) consecutive days or less.
- 7.03.01.1 Local List Assignments shall also include assignments to seasonal sub-bases within Canada that are assigned to a particular main base.
- 7.03.01.2 For seasonal sub-bases within Canada only, should there be insufficient candidates to fill an assignment, the term of such assignment may be extended up to fifty-nine (59) days.
- 7.03.02 The Station(s) supplying personnel for a Local List Assignment shall be determined by the Company, considering geographical location.
- 7.03.03 The Company has initially, at each main base, canvassed employees and drawn up a list of employees wishing to be considered for Local List Assignments, having taken into consideration qualifications and seniority. This list is called the Local List.
- 7.03.04 Employees shall have the option to add or delete their names from the Local List, giving at least seven (7) days notice, in writing or by e-mail to their Base Manager and their Local Chief Shop Steward. An employee joining the Local List shall have his name added to the bottom of the list without delay.
- 7.03.05 In the event a Local List Assignment is declared, it is the responsibility of the Company to ensure the applicable process of canvassing and selection of employees for the assignment is conducted in accordance with all applicable provisions of Article 7.0, even though the actual canvassing and selection of employees for the assignment may be delegated.
- 7.03.06 Canvassing for a Local List Assignment may be done in person or by telephone (in accordance with the provisions of Articles 7.02.01.1, 7.02.01.2).
- 7.03.06.1 In all circumstances where an employee is canvassed for a Local List Assignment, such employee shall be advised by the Company of the time by which he must notify the Company of acceptance or refusal of the assignment.
- 7.03.07 When advance notice of a Local List Assignment is given, the Company shall confirm the assignment with the employee at the time the employee accepts the assignment (within his allotted response time), if all employees ahead of him on the Local List have refused or surpassed their allotted response.
- 7.03.07.1 Once an employee is confirmed for a Local List Assignment, his name shall be removed from the list and shall only be inserted back at the bottom of the list upon his return.

- 7.03.07.2 Should another Local List Assignment be declared following the confirmation defined in Article 7.03.07, the employee shall not lose the assignment for which he was confirmed, unless the assignment is cancelled by the Company, in which case the provisions of Article 7.02.10 shall apply.
- 7.03.07.3 Should another Local List Assignment be declared prior to the confirmation detailed in Article 7.03.07 and such new assignment is expected to occur prior to the original assignment, the employee shall then be offered the new assignment unless he does not meet the provisions of Articles 22.06 and 7.03.08.
- 7.03.08 When a Local List Assignment is declared that is not expected to exceed seventy-two (72) hours in length, preference for selection of candidates for the assignment shall be given to employees who are on the Local List in the following order, at the time the assignment is expected to occur:
1. Employees on days off.
 2. Employees off shift who have completed their rest period.
 3. Employees currently on shift who shall not exceed fourteen (14) total hours on duty (current shift + assignment).
 4. Employees currently on shift who shall exceed fourteen (14) total hours on duty (current shift + assignment).
 5. Employees currently off shift, within their rest period (Article 7.03.08.3 shall apply).
 6. Employees currently on overtime.
 7. Employees who are not on the Local List.
 8. Employees on vacation.
- 7.03.08.1 If an assignment is expected to exceed seventy-two (72) hours, canvassing shall begin with the first candidate on the Local List, and shall continue down the list until a candidate accepts the assignment.
- 7.03.08.2 In extenuating circumstances (notice of four (4) hours or less and emergency situations), employees from the Local List may be selected from an active shift; however, the conditions of Article 22.06 shall apply.
- 7.03.08.3 When an employee is called for a Local List Assignment during his rest period, and he accepts the assignment, the provisions of Article 22.06 shall apply. If there is insufficient time to have another continuous rest, such employee shall then be considered to be on duty as of the time he accepts the assignment.

- 7.03.08.4 The provisions of Articles 7.03.08, 7.03.08.1, 7.03.08.2 and 7.03.08.3 may be modified by a Local Agreement, but shall be used as a guideline in developing such an agreement.
- 7.03.09 An employee shall have his position held on the Local List only if he is currently on shift and the combination of his current shift and the assignment is expected to exceed fourteen (14) total hours on duty, if he is on his rest period (defined in Article 22.06) and refuses the assignment (or does not respond), if he does not possess the qualifications or for the reasons stipulated in Articles 7.02.11 and 7.02.12.
- 7.03.10 An employee on any leave of absence, bereavement, vacation, sick leave, jury duty, on-workplace injury, military leave, on Out-Base List Assignment or acting supervisor at the time a Local List Assignment is declared, shall be deemed to be unavailable for such Local List Assignment. Such employee shall have his name placed at the bottom of the Local List.
- 7.03.11 Any employee refusing a Local List Assignment, with the exception of the circumstances defined in Article 7.03.09, shall have his name placed at the bottom of the Local List.
- 7.03.12 If, prior to the scheduled departure time, the employee receives less than four (4) hours notice that his Local List Assignment has been cancelled, he shall have the option of returning home or presenting himself to work and receive four (4) hours paid at the applicable overtime rate and the conditions of Article 7.02.10 shall apply.
- 7.03.13 Personnel may be asked to stay with the task until it is complete; however, the conditions of Article 22.06 shall apply.
- 7.04 Out-Base List Assignments
- 7.04.01 Out-Base List Assignments are primarily long-term assignments with a minimum duration of thirty (30) consecutive days and a maximum duration of sixty (60) consecutive days.
- 7.04.01.1 The maximum duration stipulated in Article 7.04.01 may be extended up to sixty-nine (69) days, and the Local Chief Shop Steward(s) shall be advised in writing or by e-mail with reasonable justification for the extension.
- 7.04.01.2 If the Company requires extending the maximum duration stipulated in Article 7.04.01, effective the seventieth (70th) day, the employee shall be granted an additional paid day off for each day worked until his return. Such accrued time shall be taken upon the employee's return to his home base. The Company shall advise the Local Chief Shop Steward in writing with reasonable justification for the need to extend the assignment.
- 7.04.01.3 The conditions of Article 7.04.01.2 shall not apply where the conditions of Article 7.02.27 are applicable.

- 7.04.01.4 Employees shall have the option to add or delete their names from the Out-Base List, giving at least seven (7) days notice, in writing or by e-mail, to their Base Manager and their Local Chief Shop Steward. An employee joining the Out-Base List shall have his name added below the name of the last person canvassed on the list at the time the request is made.
- 7.04.02 All Out-Base List Assignments shall be advertised by a bulletin posted by the Company on all bulletin boards customarily used for the posting of Company memos, with a copy to the Local Chief Shop Steward, at least two (2) months prior to the start of the assignment, except in exceptional circumstances or where the time to acquire visas or work documents dictates otherwise.
- 7.04.03 All Local Chief Shop Stewards shall be notified by e-mail, at least forty-eight (48) hours prior to the posting of all Out-Base List Assignment bulletins, as defined in Article 7.04.02.
- 7.04.03.1 The bulletin described in Article 7.04.02 shall contain as much detail as is known to the Company at the time of the posting concerning the assignment, and should include:
- Anticipated beginning and end dates of the assignment
 - Available slots (if applicable)
 - Number of candidates required
 - Qualifications required
 - Country and city
 - Travel warning or advisories (if applicable)
 - Response time
 - Expected work schedule
 - Working conditions
 - Recommended vaccinations (if applicable)
 - Accommodations
 - Per diem
 - Additional compensations, enhancements or allowances (if applicable)
- 7.04.04 Except in exceptional circumstances or where the time to require visas or work documents dictates otherwise, the Company shall start the process of canvassing and selection of candidates from the Out-Base List at least one (1) month prior to the start of the assignment.

- 7.04.05 Canvassing for an Out-Base List Assignment may be done in person or by telephone (in accordance with the provisions of Articles 7.0).
- 7.04.05.1 When the employee is contacted, as described in Article 7.04.05, he shall be given a choice of remaining available slots and destinations on the assignment, where the assignment has multiple slots and destinations available.
- 7.04.05.2 Once an employee is contacted for an Out-Base List Assignment, the employee shall have the amount of time indicated on the bulletin detailed in Article 7.04.03.1 to respond if he accepts or declines the assignment, and shall indicate his preference for an available slot and destination (when applicable).
- 7.04.06 When an employee does not respond within the time allotted in Article 7.04.05.2, or declines the assignment, the Company shall continue the canvassing process with the next employee on the Out-Base List, repeating the process until all available slots of the particular assignment are filled.
- 7.04.07 If, at the time the Out-Base Assignment is to begin, an employee is on any leave of absence, long- or short-term disability or workplace injury, military leave or local assignment, such employee shall be deemed to be unavailable for such Out-Base List Assignment, and the Company shall continue the canvassing process with the next employee on the list.
- 7.04.08 With the exception of sub-bases, no employee on the Out-Base List shall be denied any Out-Base List Assignment due to operational requirement or lack of manpower at his home base.
- 7.04.09 Once all candidates for an Out-Base List Assignment have been chosen, all Local Chief Shop Steward(s) shall be promptly forwarded, in writing or by e-mail, the names of the selected candidates, by the Company.
- 7.04.10 Ten (10) calendar days prior to the Out-Base List Assignment, the Company shall provide the employee with a document that outlines the conditions related to the employee's assignment. These conditions shall include:
- Beginning and anticipated end dates of the assignment
 - Country and city the employee is assigned to
 - Detailed itinerary of travel to and from the assignment
 - Local contact information
 - Details of medical insurance coverage
 - Accommodation details
 - Rental car details (if applicable)
 - Per diem

- Additional compensations, enhancements or allowances (if applicable)
 - Credit card or cash advance
 - Fees reimbursable to the employee
 - Work schedule
- 7.04.10.1 The Company shall require the employee to sign for the document detailed in Article 7.04.10 as acknowledgement and acceptance of the condition of the assignment. It is understood that the employee's acceptance shall not be interpreted as an agreement that differs from the terms of the Collective Agreement. A copy of the document shall be forwarded by the Company to the employee's Local Chief Shop Steward.
- 7.04.10.2 The employee shall fill out time sheets for the purposes of overtime, shift premium, etc. The Company may require the employee to maintain a journal summarizing the work performed.
- 7.05 Engine Change List Assignments
- 7.05.01 Engine Change Assignment Lists shall be used when it is necessary to perform engine changes for which the Company has determined that employees need to be selected from Engine Change List.
- 7.05.02 Within thirty (30) calendar days following the ratification of this Collective Agreement, a new Engine Change Assignment List shall be drawn up. Interested employees, with the necessary qualifications, at the Montréal (YUL) base shall indicate their desire to be added to the Engine Change List by requesting in writing or by e-mail to the Montréal (YUL) Base Manager to have their name included on the Engine Change List.
- 7.05.02.1 Initial candidates shall be placed on the Engine Change List (defined in Article 7.05.02) in order of their classification seniority.
- 7.05.02.2 Following initial construction of the Engine Change Assignment List, any employee with the necessary qualifications may join or have his name deleted from such list, with seven (7) days notice, by making a request in writing or by e-mail to the Montréal (YUL) Base Manager and the Local Chief Shop Steward. An employee joining the Engine Change List shall have his name added to the bottom of the list without delay.
- 7.05.03 The Engine Change Assignment List shall be posted and maintained by the Company at each work location at the Montréal (YUL) base.
- 7.05.04 In the event an Engine Change List Assignment is declared, it is the responsibility of the Company to ensure the process of canvassing and selection of employees is conducted in accordance with all applicable provisions of Article 7.0.

- 7.05.05 Any employee on any leave of absence, bereavement, vacation, sick leave, jury duty, on workplace injury, military leave, or on Out-Base List Assignment at the time an Engine Change List Assignment is declared, shall be deemed to be unavailable for such Engine Change List Assignment. Such employee shall have his name placed at the bottom of the Engine Change List.
- 7.05.06 Canvassing for an Engine Change List Assignment may be done in person or by telephone (in accordance with the provisions of Articles 7.0).
- 7.05.07 When an Engine Change List Assignment is declared, preference for selection of candidates for the assignment shall be given to employees who are on the Engine Change List in the following order, at the time the assignment is expected to occur:
1. Employees on days off.
 2. Employees off shift who have completed their rest period.
- 7.05.07.1 In extenuating or urgent circumstances (notice of four (4) hours or less and emergency situations), employees from the Engine Change List may be selected from an active shift; however, the conditions of 22.06 shall apply.
- 7.05.07.2 When an employee is called for an Engine Change List Assignment during his rest period, and the employee accepts the assignment, the provisions of Article 22.06 shall apply. If there is insufficient time to have another continuous rest, the employee shall then be considered to be on duty as of the time he accepts the assignment.
- 7.05.08 An employee shall have his position held on the Engine Change List only if he is currently on shift and the combination of his current shift and the assignment is expected to exceed fourteen (14) total hours on duty, if he is on his rest period (defined in Article 22.06) and refuses the assignment (or does not respond).
- 7.05.09 Any employee refusing an Engine Change List Assignment, with the exception of the circumstances defined in Articles 7.02.11, 7.02.12 and 22.06, shall have his name placed at the bottom of the Engine Change List.
- 7.05.10 When an employee accepts an Engine Change List Assignment, his name shall be removed from the Engine Change List on the day the assignment begins and shall be placed at the bottom of the Engine Change List upon his return.
- 7.05.11 If the employee receives less than a four (4) hour notice, prior to the scheduled departure time, that his Engine Change List Assignment has been cancelled, such employee shall have the option of returning home or presenting himself to work and receive four (4) hours pay at the applicable overtime rate, and the conditions of Article 7.02.10 shall apply..
- 7.05.12 Personnel may be asked to stay with the task until it is complete; however, the conditions of Article 22.06 shall apply.

7.05.13 If an engine change occurs at a main base other than Montréal (YUL), the Company shall use local employees and, if necessary or required, augmented by employees from the Engine Change Assignment List.

7.06 Expense Allowance for Out-Base Assignments (Per Diem)

7.06.01 The Company shall pay an employee who is away from his home base on an Out-Base Assignment or training, an allowance (per diem) based on the hourly rates stipulated in Article 7.06.03 for the full length of his absence.

7.06.02 For the purpose of calculating per diem only, per diem shall be paid from one (1) hour prior to the actual departure time from an employee's home base, until one (1) hour after the actual arrival time at the employee's home base.

7.06.03 Hourly Rates (Per Diem)

Effective Date	Within Canada	Outside Canada
May 1, 2012	\$3.83	\$4.92
May 1, 2013	\$3.95	\$5.07
May 1, 2014	\$4.06	\$5.22
May 1, 2015	\$4.19	\$5.38

7.06.04 When an employee accepts any Out-Base Assignment, as defined in Articles 7.03, 7.04 and 7.05, with a duration of seven (7) consecutive days or more, the Company shall pay the employee his per diem in equal instalments at each pay period during the assignment. The employee shall receive the first instalment on the last pay prior to his departure, when possible.

7.07 Accommodations

7.07.01 All accommodations shall be provided in the same standard as those for the Flight Crew Members.

7.07.02 All accommodations shall be private, adequately soundproofed, well ventilated, with functional temperature and light controls, and cable or satellite television service (or equivalent).

7.07.03 The Company shall provide an employee with a private hotel room when he is away from his home base and has a rest period of eight (8) hours or more.

7.07.04 The Company shall (where possible) provide a choice of non-inclusive accommodations or all-inclusive accommodations. For all-inclusive accommodations, the Company shall pay the fees associated for the purchase of the bracelet. In such case, the per diem shall be reduced by fifteen per cent (15%).

8.0 LAY-OFFS AND RECALLS

8.01 Before resorting to layoffs, the Company shall notify the Local Chief Shop Stewards, in writing, thirty (30) calendar days in advance of the proposed layoff date. The Company and the Local Chief Shop Steward(s) shall meet and try to find appropriate alternatives that could be offered to employees that would prevent or minimize such layoffs. The Company agrees to provide information requested by the Union as it relates to the proposed layoff.

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

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

8.02 Method

Lay-offs shall be made in reverse order of classification seniority, in the trade group and at the base concerned, **regardless of qualifications.**

8.03 Procedure

8.03.01 The employee concerned shall be notified by **his manager and** in writing, **in the presence of the Local Chief Shop Steward (or his designate)**, about any staff reductions affecting his status at least fifteen (15) **calendar** days in advance if he has more than three (3) months of continuous service, and at least thirty (30) calendar days in advance if he has more than two (2) years of continuous service.

8.03.02 Such notice of lay-off shall state the reason for the staff reduction and the date on which the staff reduction shall be effective. **At the time the notice is given, the employee shall be provided with a copy of the "Bumping Form".** If such notice of lay-off cannot be provided, the laid-off employee shall be granted compensation equivalent to the number of days that the notice was short.

- 8.04 An employee affected by a lay-off or bumping can choose to bump an employee at his base who has less seniority than him in the trade group and/or in the classification where he has accrued seniority. He shall use his bumping privileges first within the classifications of his trade group. The employee **shall** have a period of seventy-two (72) hours to decide to bump another employee. The notice of lay-off to the employee **shall** indicate the exact time and date by which he must advise of his decision to bump.
- 8.04.01 The notice of the decision of the laid-off employee to bump another employee at his base must be made in writing and addressed to the representative designated by the Company with a copy to the **Local Chief Shop Steward**. Except under exceptional circumstances, the decision to bump is final and cannot be changed. Bumping **shall** be limited to the affected member's base only.
- 8.04.02 The laid-off employee **shall** have the option to cash his accrued vacation credits up to a maximum equivalent to two (2) weeks of regular salary. This option is not applicable when the lay-off occurs in a situation of a group termination of employment according to Article 212 of the *Canada Labour Code*.
- 8.05 A laid-off employee must file his address and telephone number with the Human Resources Department so that the recall can be completed within the normal time frame. In the event that the laid-off employee wishes to receive by e-mail **vacancy postings** and other postings relating to Company employment opportunities or at other bases within the bargaining unit he must, at the time of lay-off, file his e-mail address with the Human Resources Department.
- 8.06 The Company shall make every reasonable effort to assist laid-off employees in finding alternate employment within the Company.
- 8.07 **Relocation**
- The Company shall make every effort to relocate any laid-off employee within the Transat group.
- 8.08 **Recalls**
- It is understood that the recall rights herein do not apply to the newly hired employees whose probation is not over yet.
- The employees shall retain their recall rights for three (3) years.
 - Recalls shall be done in order of seniority within the classification.
 - All recalls shall be done before a transfer request can be granted.
 - There shall be two (2) types of recalls: temporary and permanent.

8.08.01 Temporary recalls

- Temporary recalls are for periods of work not to exceed six **(6)** months. A temporary recall of less than one (1) month does not interrupt the three (3) year period mentioned in the above paragraph.
- The Company shall identify the duration of the temporary recall (e.g., the starting and ending dates). The procedure prescribed in Article 8.03 does not apply to an employee on a temporary recall but the Company shall give him a one (1) week notice of lay-off.
- The laid-off employee may refuse any temporary recall offer without losing his recall rights to a permanent position.
- It is the employee's responsibility to provide **the** Company with a contact point where he can be reached.
- The Company shall inform the employee by telephone of a temporary recall. The employee shall have twenty-four (24) hours to inform the Company that he accepts the recall and another twenty-four (24) hours to present himself for work.

If the Company is unable to reach the employee after having tried for twenty-four (24) hours, it shall notify the **Local Chief Shop Steward**, who shall also have twenty-four (24) hours to try to reach the employee. If the employee cannot be reached within these periods, the employer shall repeat the same procedure with the next employee on the recall list.

8.08.02 Permanent recalls

- Permanent recall is where there is a period of work for a position that is planned to exceed six (6) **continuous** months or where the work has been consistently performed beyond six (6) **continuous** months.
- If the employee refuses or fails to present himself within fourteen (14) **calendar** days following the notice, he shall be considered as having resigned, unless there are exceptional circumstances.
- An employee with layoff status in his classification, but still employed by the Company, shall lose his seniority in his classification if he refuses a recall.
- When a permanent position becomes available, the employee shall be informed of this by registered mail. The employee has fourteen (14) **calendar** days to present himself to work. This delay starts on the date the employee accepts the recall.
- Moreover, the employee shall notify the employer in writing, within three (3) **calendar** days following the recall notice that he intends to accept the recall.
- Copies of this notice shall be supplied to the **Local Chief Shop Steward**.

8.09 A laid-off employee who has obtained a relevant licence prior to his employment or while employed by the Company, shall have the opportunity to attend a free Air Transat in-house endorsement course on a type of aircraft operated by the Company if space is available.

9.0 ANNUAL VACATION

9.01 Purpose

To grant employees a period of paid time off to allow them to rest, while respecting the operational requirements of the Company.

9.02 Eligibility

An employee shall receive annual vacation with pay in accordance with his Company Service Date, as provided for in Article 9.05.

9.03 Definitions

9.03.01 *Block* – refers to a period of consecutive vacation days that form an employee's regular work schedule (example 5/2, 4/3, 4/4 or 6/4).

9.03.02 *Vacation Bid Cycle* – refers to a round of bidding.

9.03.03 *Vacation Entitlement* – refers to the number of days available for the purpose of vacation based on an employee's Company Service Date.

9.03.04 *Vacation Period* – refers to a period of time in which an employee may utilize a block based on his vacation entitlement.

9.03.05 *Residual Vacation* – refers to remaining vacation days that are insufficient to create a block.

9.03.06 *Split Vacation* – refers to all blocks that are not bid consecutively.

9.03.07 *Preferential Vacation Days* – refers to those days that are recognized regionally as school vacation break periods on the following holidays: spring break, summer break and Christmas break.

9.04 Vacation Period

a) Reference year:

From January 1 to December 31.

b) Periods available for vacations:

An employee shall take his vacation within the year following the reference year that entitles him to do so.

c) Choice of a vacation period:

Vacation periods are **bid** according to an employee's **Bargaining Unit Seniority Date, in accordance with Article 9.06.06.**

In certain cases, with the **Local Chief Shop Steward's** approval, the choice may be determined according to certain particular operational requirements.

- d) Management shall discuss available vacation periods with the Local Chief Shop Steward before publishing them.
- 9.04.01 Vacation is not cumulative and shall be taken during the vacation year in which it is earned, unless special circumstances warrant otherwise and prior arrangements are made with the Company in writing, with a copy being forwarded to the Local Chief Shop Steward. Such special circumstances may include, but not be limited to, short- or long-term disability, or out-base assignments.
- 9.04.02 An employee who takes any vacation in a year other than the vacation year in which it is earned, shall bid the vacation after all other employees have bid their vacation for the current year and shall not affect the current year's vacation of any other employee.
- 9.04.03 Should the Company declare a restriction on the number of employees allowed to take vacation at the same time, such restrictions shall not be unreasonable or arbitrary in nature. All restrictions shall be declared prior to the employees selecting their vacation dates, after discussion and review by the Local Chief Shop Steward and in accordance with Article 9.06.06. All such restrictions must be based on pertinent, current and factual supporting data.
- 9.04.04 Vacation times available to employees covered by this Collective Agreement shall not be affected by the vacations of Management, employees on sick leave, employees on out-base assignment, other Company personnel not covered by this agreement, or other Trade Groups.
- 9.04.05 Bid vacation periods shall not be changed by the Company, except by mutual written agreement between the employee and the Company, in accordance with Article 9.04.07.
- 9.04.06 In the event an employee's days on and days off are revised by the Company, and the revision affects his vacation dates, the employee shall be permitted to revise his vacation dates to coincide with the revised days on and days off.
- 9.04.07 With a minimum written notice of ten (10) calendar days (or less in extenuating circumstances), an employee may cancel his scheduled vacation. Cancellations shall not be accepted until all vacation bids are complete, except in extenuating circumstances. The employee shall submit his re-bid with the cancellation notice to his Manager. Such submission shall be made in writing on the Company-provided "Vacation Change Request Form". The employee shall be given a response of acceptance or denial in writing within three (3) business days. Requests shall not be unreasonably denied. Any denial of such request shall be accompanied by a written reason. No request shall be denied if the change is for an open and available vacation period.
- 9.04.08 The Company shall update the posted vacation calendar within a reasonable delay whenever any employee vacation changes are made. A copy shall be forwarded by e-mail to the Local Chief Shop Steward.

- 9.04.09 In the event a preferential vacation slot opens up, for any reason, the Company shall advise the Local Chief Shop Steward and post a memo on the bulletin board customarily used for the posting of Company memos, advising of the open vacation slot. Members may bid for that posted opportunity and it shall be awarded as per Article 9.06.06. That member shall forfeit a bid slot and providing it does not qualify as a preferential vacation slot, it shall not be re-bid.
- 9.04.10 Under no circumstances can the Company oblige an employee to work during his scheduled vacation dates. Employees who wish to do so must request a change in their vacation dates in accordance with Article 9.04.07. Employees may make themselves available for overtime on scheduled days off, either before or after allotted vacation.
- 9.05 Entitlement
- 9.05.01 On January 1 of each year, all employees shall be granted annual vacation for the reference year ending December 31. This vacation entitlement shall be based on the employee's Company Service Date and shall be calculated as follows:

CONTINUOUS SERVICE	NUMBER OF DAYS GRANTED			
	Calendar days	5-2 & 5-3 Schedules	4-4 & 4-3 Schedules	6-4 Schedules
	Regular, full-time: 1 day per full month worked before December 31, not to exceed 10 days (5-2 & 5-3), 8 days (4-4 & 4-3)			
	Regular: Number of days corresponding to an employee's vacation pay.			
1 year but less than 2	2 weeks + 1 day	11 working days	9 working days	10 working days
2 years but less than 3	2 weeks + 2 days	12 working days	10 working days	11 working days
3 years but less than 4	2 weeks + 3 days	13 working days	11 working days	12 working days
4 years but less than 5	2 weeks + 4 days	14 working days	12 working days	13 working days
5 years but less than 8	3 weeks	15 working days	12 working days	13 working days
8 years but less than 10	3 weeks + 2 days	17 working days	14 working days	15 working days
10 years but less than 16	4 weeks	20 working days	16 working days	18 working days
16 years and more	5 weeks	25 working days	20 working days	21 working days

NOTE: DURING THE FIRST YEAR OF EMPLOYMENT

- ▶ If an employee is hired after the 15th of the month, no vacation shall be granted for the month.
- ▶ If an employee is hired either before or on the 15th of the month, vacation shall be granted.
- ▶ Once the first year is completed, an employee may, on January 1, complete his vacation at his own expense, up to the maximum allowed by the work schedule.

- 9.06 **Vacation Calendar and Procedure for Choosing Vacation Periods**
- 9.06.01 No later than October 1st of each year, the Company shall provide to the Local Chief Shop Steward the current Vacation Entitlement list and ratio for each Department. The Vacation Entitlement list shall be reviewed for accuracy between the Local Chief Shop Steward and the Base Manager, prior to posting in accordance with Article 9.06.02.
- 9.06.02 The Vacation Entitlement list shall be posted in each Department, on all bulletin boards customarily used for the posting of Company memos, no later than October 7th. The posted information shall include a calendar for the vacation year, listing employees in order of seniority in each location and showing each employee's total vacation entitlement.
- No change should be made to the Vacation Entitlement list once it has been posted, unless otherwise agreed to with the Local Chief Shop Steward.
- 9.06.03 Employees who expect to be absent during the selection process may advise the Company, in advance, in writing or by e-mail, as to their selection of vacation dates, and if applicable, the seniority preference they wish to exercise for each block.
- 9.06.04 The Company shall keep absent employees updated either by e-mail or telephone throughout the vacation selection process in accordance with Articles 9.06.02, 9.06.08 and 9.06.11. The Company shall advise the Local Chief Shop Steward in writing or by e-mail, without delay, if the Company is unable to contact an absent employee. The Local Chief Shop Steward shall then have forty-eight (48) hours to establish contact with the absent employee. Where the Local Chief Shop Steward is unable to establish contact with the absent employee following the forty-eight (48) hour period, the conditions of Article 9.06.05 shall apply. The Local Chief Shop Steward shall advise the Company in writing or by e-mail that he was unable to contact the absent employee.
- 9.06.05 An employee who fails to select his vacation dates in accordance with Articles 9.06.03, 9.06.04 and 9.06.08, shall be allowed a choice of remaining available dates after all other employee(s) vacations in the location are bid. Such employee shall submit that selection no later than December 15th. In the event an employee fails to select, he may be allocated his vacation blocks by the Company.
- 9.06.06 Vacation dates shall be bid in order of Bargaining Unit Seniority and within each classification, within each crew at each location and base. The Company shall allow as many employees as possible to take vacation at any given time; however, a minimum of at least one (1) employee per classification can be scheduled off on each crew at each location. It is understood that for the purposes of vacation selection only, Lead Hand Mechanics, Certified Aircraft Mechanics Technicians and Aircraft Mechanics Technicians shall bid together in the same classification. Lead Hand Avionics, Certified Aircraft Avionics Technicians and Aircraft Avionics Technicians shall also bid together in the same classification.

- 9.06.06.1 Subject to a local written agreement between the Company and the Local Chief Shop Steward, an alternate procedure may be implemented subscribing to the basic principles set out in Article 9.06.06.
- 9.06.07 Vacation shall be bid in full blocks, and may be bid consecutively in any amount. Blocks bid individually are split vacation periods. Split vacation periods are bid individually at each Vacation Bid Cycle.
- 9.06.08 The first Vacation Bid Cycle shall begin on October 15th, in accordance with Articles 9.04c), 9.04.02, 9.06.03 and 9.06.06. An employee shall be given two (2) working days to make his selection on the vacation calendar (or in accordance with procedures developed and approved by the Company and Local Chief Shop Steward for the location). If an employee fails to make his selection within the given time period, he shall be bypassed and Article 9.06.05 shall apply. A second Vacation Bid Cycle shall occur once all employees have made their first selection. Further Vacation Bid Cycles shall be conducted following the same principles as the first and second rounds, until all vacation entitlements are selected.
- 9.06.09 Where the number of residual days is less than fifty per cent (50%) of a block; that vacation cycle cannot be bid as a block, until all other employees on that crew have bid all their full blocks. Where the number of residual days are fifty per cent (50%) or greater, an employee may bid as if it was a full block.
- 9.06.10 When the residual vacation credits do not cover a full block in accordance with Article 9.06.08, an employee may elect to cover the remaining vacation days in one of the following ways:
- a) Use time bank to top up his final vacation block.
 - b) Use stat bank to top up his final vacation block.
 - c) Take the remaining days at his expense.
 - d) Give up the remaining days of the block.
- 9.06.11 The results shall be posted on all bulletin boards customarily used for the posting of Company memos, after each Vacation Bid Cycle is complete. Once established, the selected Vacation Periods shall not be changed by the Company, except by mutual written agreement between the employee and the Company, in accordance with Article 9.04.07.
- 9.06.12 Any employee joining the bargaining unit after the Vacation Bid Cycles have been completed, shall select from the remaining available Vacation Periods within his classification.
- 9.06.13 Any employee changing classification or location within the bargaining unit after the Vacation Bid Cycles have been completed shall be entitled to keep his original vacation selections.

9.07 Vacation Pay

9.07.01 Employees discharged or resigning from the Company are entitled to receive pay, based upon their vacation entitlement. Such pay shall be calculated in accordance with Article 9.07.03a).

9.07.02 Vacation accrued but not taken by employees who are laid off shall be paid at the time of a permanent lay off.

9.07.03 At the end of each calendar year, an employee's vacation pay shall be adjusted to compensate for overtime hours worked. The employee shall be paid the difference, if any, in equal amounts when the vacation is taken. This annual adjustment to his vacation pay, shall be done according to the highest of the two (2) calculation methods indicated below:

a) The percentage of gross earnings for the reference year according to the following scale:

Less than 1 year	4.0%
1 year	4.4%
2 years	4.8%
3 years	5.2%
4 years	5.6%
5 years	6.0%
7 years	7.0%
10 years	8.0%
16 years and more	10.0%

or

b) The regular salary rate in effect during the payment of vacation credits.

9.08 Vacation Credits

For the purposes of remuneration, vacation credits are calculated in relation to the time worked during the reference year.

9.08.01 Vacation credits calculated according to regular salary shall be granted to employees for maternity or parental leaves and child care leaves, as well as for the first six (6) months of absence due to illness or bodily injury. These credits shall be added to those calculated on the earnings of the reference year.

9.09 Illness during Vacation Periods

An employee who falls ill during his vacation period shall not be permitted to postpone this period. Moreover, he shall not be allowed to claim any sick-day credits and/or disability insurance for the vacation period if his illness did not begin prior to his vacation period.

If an employee falls ill during his vacation period and is unfit to return to work at the end of said period, the occasional illness policy shall apply as of the first day on which he is scheduled to return to regular work.

However, if an employee suffers from a non-scheduled hospitalization of **one (1) day** or more during his vacation period, he may delay the uncompleted vacation period until the end of his illness, or to a time that shall be convenient to both himself and his supervisor. The employee may then take advantage of the provisions related to the occasional illness policy.

10.0 STATUTORY HOLIDAYS

10.01 Statutory Holidays

The following ten (10) statutory holidays shall be recognized by the Company:

New Year's Day	Labour Day
Thanksgiving Day	Remembrance Day
Good Friday	Christmas Day
Victoria Day / Dollard Day	Boxing Day
St-Jean-Baptist Day or Civic Day	Canada Day

10.02 If a statutory holiday coincides with an employee's annual vacation, an additional vacation day shall be granted in conjunction (before or after) with his vacation period or put in the **stat** bank and to be taken later.

10.02.01 An employee may accumulate up to one-hundred and twenty (120) hours in his stat bank. For those employees who currently exceed the one-hundred and twenty (120) hours within their stat bank, such employees shall be allowed to use the excess time, up to December 31, 2013. In 2014, all hours above the maximum shall be paid out in two payments: January 2014 and June 2014.

10.02.02 When an employee requests to take time off from his accumulated stat bank, such time shall be taken in hours.

10.03 Should an employee work on a paid statutory holiday within a work schedule that includes paid statutory holidays, he **shall** be paid at the hourly rate of time and one half (1.5) or have his time worked put in the **stat** bank and shall be granted a day off in compensation without loss of salary.

- 10.04 An employee shall be granted an additional day off to be taken at a later date mutually agreed with the Company, when his regular day off coincides with one of the statutory holidays listed in Article 10.01. Once the date of the additional day off is mutually agreed, that day **shall** not be cancelled.
- 10.05 An employee may request to have a statutory holiday off. Such request shall be submitted to management **in writing** and copied to the **Local Chief Shop Steward**, up to thirty (30) days prior to the statutory holiday.
- 10.05.01 Management **shall** review the operational requirements and if statutory holiday time off becomes available, the Company **shall** award from the request list the statutory holidays off in order of seniority.
- 10.05.02 **An employee making a request to have a statutory holiday off or a day off from his existing stat bank shall not be unreasonably denied if an available vacation period exists.**
- 10.05.03 **Once time off is granted, it shall not be cancelled except by mutual written agreement between the Company and the employee.**
- 10.05.04 **The applicable deduction shall be made from the stat bank when taken, with a written copy given to the employee showing the deduction and remaining balance. Such balance shall also be available on the employee's pay statement in accordance with Article 25.02.02.**
- 10.05.05 In the event statutory holiday time off exists and no list exists, the Company **shall** first offer the statutory holiday off in order of seniority. **If there are no volunteers, the Company may** assign it in reverse order of seniority.
- 10.06 Within the two (2) weeks that follow a statutory holiday during which an employee has worked, he shall submit to the Company two (2) replacement dates no later than ninety (90) days (or more, upon agreement between the parties) after the date of the statutory holiday. Within forty-eight (48) hours after the employee has submitted these dates, the employer shall confirm one of these in writing. Cancellation of this date may be done by mutual **written** agreement only. If the employee cannot be granted one of the two (2) dates submitted, he shall be credited the statutory holiday at the overtime rate.
- 10.07 The provisions of Article 10.0 apply only to employees whose work schedules include paid statutory holidays.
- 11.0 **MATERNITY AND PARENTAL LEAVE**
- 11.01 **Eligibility for Maternity Leave**
- Any female employee with three (3) months of continuous service shall be entitled to a maternity leave without pay.

11.02 Notice

The employee shall provide the Company with a written notice and a medical certificate from her attending physician attesting to the scheduled date of delivery. In addition, she shall indicate the date on which she wishes to begin her leave as well as the expected duration of the leave.

11.03 Start of Maternity Leave

The pregnant employee shall provide the Company with a written notice one (1) month prior to the start of her maternity leave. This notice may be given less than four (4) weeks before her departure if a medical certificate attests to her need to stop working at an earlier date.

11.04 Working during Pregnancy

In the event that an employee becomes incapable of carrying out the essential duties of her position, the Company and the Union have a common obligation to try to adjust the tasks and work shifts to her situation or to find her a temporary and more convenient position within the Company.

11.05 Duration of Leave

A maternity leave consists of one single term not exceeding nineteen (19) weeks if the delivery takes place on or before the date indicated on the medical certificate. An employee may choose to begin her leave before or after the birth of her child. However, if delivery takes place later than the scheduled date, the leave may be extended to correspond to the period between the date specified in the medical certificate and the actual date of delivery or in line with applicable provincial parental leave law.

11.06 End of Leave

An employee may return to work before her scheduled date of return, or ask for an extension to her maternity leave for medical and/or personal reasons. In the case of medical reasons, she must provide the Company with a written notice and a medical certificate from her attending physician. Should she not return to work on the scheduled date without any valid reason, she shall be discharged.

11.07 Uniforms

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

11.08 Seniority

An employee's seniority shall not be affected during the maternity or parental leave for the purpose of accumulation of vacation leave.

11.09 Fringe Benefits

An employee who wishes to continue contributing to the fringe benefits plan while on an unpaid leave of absence shall advise the Company in writing before her departure.

11.10 Paternal Leave of Absence

On the birth of his child, the employee shall be granted two (2) working days of paid leave.

11.11 Child Care Leave

a) Eligibility and duration:

- i) An employee with at least three (3) months of continuous service and who has or shall have the actual care and custody of a child is entitled to a leave of absence without pay not exceeding twenty-four (24) weeks within the period of fifty-two (52) weeks following the day of the child's birth or the day on which the child comes into the employee's care.
- ii) In the event of an adoption, an employee who, under the terms of a provincial law, starts adoption procedures or is issued an adoption order, is entitled to a leave of absence not exceeding twenty-four (24) weeks within the period of fifty-two (52) weeks following the day on which the child comes into the employee's care.

b) Maximum duration of the leave:

On the birth or adoption of their child, two (2) employees may take a leave of absence not exceeding twenty-four (24) weeks, in accordance with paragraphs i) or ii) above.

c) Notice to the employer:

An employee who intends to take a leave of absence for child care must:

- i) provide his employer with a prior written notice of at least four (4) weeks, except for a valid reason.
- ii) inform his employer in writing of the duration of the leave he intends to take.

d) Notice modifying the duration of the leave of absence:

Also, and unless there is a valid reason, any modification to the duration of the leave shall be brought to the attention of the employer by way of a written notice that shall be submitted at least four (4) weeks in advance.

Notwithstanding the above, the provisions of the present article cannot, without exception, contravene the provisions of the *Unemployment Insurance Act* and the regulations governing maternity and parental leaves.

It is understood that the parental leave of ten (10) weeks is included in the child care leave of twenty-four (24) weeks.

- 11.12 An employee completing a maternity or parental leave is entitled to return to the position she or he occupied before taking this leave.
- 11.13 If, for a valid reason, the Company cannot reinstate an employee into his former position, it shall provide him with a comparable position in the same location, with the same salary and the same benefits.
- 11.14 If, during an employee's leave, the salary and benefits of the group this employee belongs to are modified within the context of reorganization of the Company where this group works, he is entitled to the salary and benefits of the position he shall reoccupy upon returning to work, as if he had been working when the reorganization took place.
- 11.15 The provisions of Articles 11.12, 11.13 and 11.14 apply if the employee has at least six (6) months of continuous service.

12.0 BEREAVEMENT LEAVE

12.01 Purpose

To establish an employee's right to bereavement leave when a death occurs in his immediate family.

12.02 Number of Days Granted

When a death occurs in his family, an employee is entitled to a leave of absence without loss of salary, according to the following situations:

SITUATION	PERIOD OF ABSENCE
Spouse, common-law spouse, child, father, mother, brother, sister:	5 consecutive days
Father-in-law, mother-in-law, brother-in-law, sister-in-law and any relative who permanently resides with the employee, whether in the employee's home or in the home in which the employee permanently resides:	3 consecutive days
Employee's grandfather, grandmother and grandchildren , spouse's grandfather, grandmother, and grandchildren:	Day of the funeral

One day shall be added if the funeral takes place further than 250 km away from the employee's area of residence.

N.B. It is understood that consecutive days include both non-working and working days, i.e., days on which an employee was scheduled to work. Furthermore, it is agreed that the number of days granted is the same for all types of work schedules.

12.02.01 An employee who leaves work to commence bereavement leave shall receive his regular pay but shall not have that day counted as bereavement leave.

12.02.02 Should circumstances warrant, bereavement leave may be extended with or without pay on approval of the base manager.

13.0 TRANSPORTATION PRIVILEGES

13.01 Current Plan and Reductions

The Company shall provide all employees from the bargaining unit and their relatives (i.e., father, mother, father's spouse, mother's spouse, children, spouse, common-law spouse [including same-sex spouse]), free or reduced-fare travel benefits on Company flights, in accordance with Blue Pass policies.

13.02 Regular employees shall be entitled to all reduced-fare travel benefits offered by other air carriers, in accordance with agreements in effect at that time.

13.03 Retired employees shall have access to Blue Pass privileges and advantages as stipulated in the Blue Pass policy under the provisions for retired employees.

13.04 The Company shall provide access to an internet service for the reservation and purchase of stand-by tickets on Air Transat flights (e-ticket), when such a system is implemented.

14.0 INSURANCE

14.01 The Company agrees to provide a flexible group insurance plan for employees having completed three (3) months of continuous service and working on a regular basis (scheduled twenty (20) hours per week or more).

Employees shall pay the following costs:

- One hundred per cent (100%) of the cost of the long-term salary protection plan;
- Fifty per cent (50%) of the cost, for dependents, of the mandatory health insurance and dental care coverage (basic coverage);
- One hundred per cent (100%) of the cost of options chosen among the various types of coverage available.

The employer shall pay the portion of costs that are not paid by the employees. A summary of benefits is included in the brochure available in the Human Resources Department.

14.02 A joint committee made up of two (2) Company representatives and two (2) Union representatives shall be formed to discuss changes to, and renewal of, the insurance contract. The committee shall meet twice per year; however, when the insurance contract is approaching renewal, the committee shall meet six (6) months prior to the renewal. The committee members may ask experts to attend meetings with them as required. The Company shall provide any information regarding the bargaining unit's insurance file. Such information shall include costs and experience from the previous and current years. The committee may ask to meet the insurance company where necessary.

14.03 No change to any provision of the insurance contract in effect at the time this Collective Agreement is ratified may be changed without the written consent of the Union.

14.04 In order to encourage employee participation to the group insurance program, the Company agrees to invite an employee representative when meeting participants to discuss any change/renewal to the insurance plan.

14.05 An employee on unpaid leave of absence shall continue to be covered, at his own cost, by the group insurance plan (excluding short-term and long-term disability). Premiums must be paid in full by post-dated cheques before the leave begins.

14.06 Employees who are covered by this Collective Agreement and who are assigned by the Company to work outside of Canada will be covered by the Company's travel insurance benefit plan as identified in its policy manual.

15.0 COVERAGE IN THE EVENT OF OCCASIONAL ILLNESS

15.01 Definition of Terms Used

Working days:	All days scheduled or planned for work.
Calendar days:	All days scheduled or planned for work, and all regular days off.
Waiting period:	Number of days that must elapse before the disability insurance comes into effect.
Reference year:	From January 1 to December 31.

15.02 Eligibility

All employees.

An employee's eligibility to income, after calculation of his periods of absence due to illness, is directly related to the Company's long- and short-term disability plan. Maintenance employees shall be eligible for these benefits after three (3) months of continuous service. However, maintenance employees assigned abroad shall be eligible for the health insurance coverage as of the first day of said assignment.

15.03 Sick-day Credits

15.03.01 An employee shall be entitled to seven (7) paid sick days per reference year, starting on January 1 of each year.

15.03.02 The sick day credits may be accumulated to a maximum of twenty-one (21) days.

15.03.02.1 On January 15th of each year, the Company shall advise all employees in writing on the Company-provided form, as to the amount of remaining sick credits employees have from the previous calendar year.

15.03.02.2 For the purpose of allowing an employee to reduce his remaining sick credit to a balance of fourteen (14) days, the following will apply:

Prior to January 31st of each year, employees shall return to the Company a copy of the form provided in Article 15.03.02.1, on which they have indicated their choice of one of the four (4) applicable options regarding the disposition of their remaining sick credits:

1. Amount of days to be paid at 50%.
2. Amount of days to be transferred to the next year.
3. Amount of days to be transferred at 50% to the RRSP.
4. Amount of days to be transferred at 50% to the F.T.Q. (Quebec only).

15.04 Hiring During the Year

When an employee is hired during any given year, he shall be credited the number of sick days equivalent to one half-day (.5) per complete month of work, up to a maximum of seven (7) working days between the date of hiring and December 31.

15.05 Prolonged Absence

An employee who has been laid off, suspended or is on a leave of absence without pay for one complete month shall not be considered as having been available for work and shall not be granted sick-day credits of one half-day (.5) per complete month of work.

If the period of absence is less than one month, the employee shall be entitled to this credit if the remaining number of days on which he is available for work is equal to half the number of days of the month plus one day:

EX.: $30/2 = 15 + 1$ (16) $28/2 = 14 + 1$ (15)
 $31/2 = 15.5 + 1$ (16) $29/2 = 14.5 + 1$ (15)

15.06 Deductions

15.06.01 Deductions of an employee's sick days, taken from his sick-day credits, shall be calculated at the rate of one (1) day per twenty-four (24) hour period or less during which he was absent.

15.06.01.1 This calculation shall start from the time he was scheduled to report to work to the time he advises the Company that he can resume work.

Scheduled days off shall not be deducted.

15.06.02 **Partial sick days shall be limited to a deduction of the actual sick time taken.**

15.07 **Remuneration**

15.07.01 Sick-day credits are used to ensure that an employee is remunerated during any period of absence within the waiting period preceding the benefits payable by the disability insurance. The procedure is as follows:

1. During each period of absence, for the first two working days, the employee shall receive one hundred per cent (100%) of his regular salary.
2. An employee shall receive one hundred per cent (100%) of his salary for the third **and subsequent day(s)** of an absence of two days or more, if this absence is justified by a medical certificate, as per **Article 15.09.01**.
3. Within the waiting period (7 working days), sick-day credits shall be one hundred per cent (100%) remunerated for working days.

It is understood that sick-day credits equivalent to seven (7) working days apply to the reference year and are cumulative. Once these sick-day credits have been used up, sick days taken in the same reference year shall not be remunerated.

4. Disability insurance is payable as of the eighth (**8th**) calendar day.
5. Sick days and disability insurance shall not be paid in cases involving work or car accidents, which are reimbursed under a specific government plan.
6. **Employees shall be entitled to use banked sick-day credits, as described in Article 15.03.02, to cover periods of absence due to illness beyond eight (8) calendar days, instead of utilizing the Disability Insurance normally payable as of the eighth (8th) calendar day.**
7. **An employee shall receive a copy of a completed "Notice of Absence" in his Company mailbox for any absence due to illness. The "Notice of Absence" shall show the sick credits used.**

15.08 **Departure of an Employee**

15.08.01 **An employee who leaves the Company at age fifty-five (55) or more, for retirement, shall receive the full value of all his remaining sick-day credits. The employee may choose one of the following options:**

1. To cash out all remaining sick-day credits at the rate of one hundred percent (100%), thus breaking his employment ties with the Company. In this case, the employee may request that all or part of such amount be paid into his RRSP, or
2. To use all remaining sick-day credits as a pre-retirement leave for a period equivalent to the remaining balance at a rate of one hundred percent (100%).

15.09 Medical Certificates

- 15.09.01 A medical certificate issued by a medical doctor specifying the nature and duration of an employee's disability **shall** be submitted to justify any absence of three (3) days or more.
- 15.09.02 The Company may request a medical certificate in order to justify an absence **due to sickness** that does not exceed three (3) days, if reasonably justified to do so.
- 15.09.03 Only authorized persons in **the** Human Resources Department sworn to professional secrecy shall have access to medical certificates.
- 15.09.04 In all circumstances where the **Company** requests or where there is a declaration identified in the collective agreement for a **medical** certificate, the Company **shall** reimburse the employee for the costs of that certificate upon receipt.

15.10 Medical Examination

- 15.10.01 The Company may request **in writing** that any employee be examined by the Company doctor in order to establish his fitness for work. **The employee shall be given a specific reason for the requested examination in the request letter. All such requests shall be made through the Human Resources Department.**
- 15.10.02 **When the Company makes a request in accordance with Article 15.10, the Company shall reimburse the employee for all time lost (in accordance with Article 23.0), all mileage and all reasonable costs.**
- 15.10.03 **Upon written request by the employee to the Human Resources Department, the employee shall be given a written copy of all results issued by the Company doctor, when such results are received by the Company.**
- 15.10.04 When an employee supplies a medical certificate declaring that he is fit for work and the Company requests another medical expertise, the salary **and** the benefits received by the employee **shall** be maintained until the result of that medical expertise is known.
- 15.10.05 If, in any situation, the opinions of the Company's and the employee's physician are conflicting in nature, the Union **District Representative** and the Company **shall** appoint, within five (5) **working** days, a neutral medical specialist to undertake a further examination.
- 15.10.06 The decision of the medical specialist, based on the result of his examination, **shall** be conclusive of the issue and not be subject to appeal. The decision shall be rendered within five (5) **working** days of the appointment of the medical specialist.

16.0 POLICY ON UNIFORMS

16.01.01 A person named by the Union shall be responsible for consulting all employees and shall be invited to participate in the process of the selection of uniform supplier, quality and model of the uniform items.

16.01.02 Once the selection process described in Article 16.01.01 has been made and agreed to, any changes, modifications or substitutions contemplated by the Company shall not be made without consultation and input of the Local Chief Shop Stewards.

16.02 Eligibility

16.02.01 The employer shall pay one hundred per cent (100%) of the cost of uniform items for all employees covered by this Collective Agreement, applicable to employees in Trade Groups I (excluding instructors), II, III, IV, V, VI and VII, expeditors and dock planners.

16.02.02 Once a year, in accordance with Article 16.03.01, an employee shall receive a uniform allowance according to the following table:

Status	Mechanics/Avionics/Interior Mechanics/Servicemen/Sheet Metal/Ground Equipment Mechanic/ Aircraft Towing Servicemen	Stores	Clerks/Building Attendants
Permanent	\$350.00	\$295.30	\$217.82
Temporary	\$263.70	\$185.20	\$217.82

16.02.02.1 An employee who has his status changed to "permanent" shall receive the remainder of his uniform allotment without delay.

16.02.02.2 Employees shall select their clothing articles from the Company-provided uniform selection form.

16.02.02.3 Employees may vary the quantities of clothing as part of their uniform package, provided the total value of the clothing articles selected in Article 16.02.02.2 does not exceed the amount stipulated in Article 16.02.02.

16.02.02.4 Notwithstanding the provision of Article 16.02.03, the employee shall be responsible to pay any amount in excess of the value stipulated in Article 16.02.02.

16.02.03 If the cost of any uniform item selected by an employee as part of his annual uniform package increases prior to the employee receiving his selected uniform package, such increase shall be absorbed by the Company, without penalty to the employee.

- 16.02.04 The following items shall initially be issued, by the Company, to each employee required to perform any part of his duties outdoors, and shall be outside of the uniform allowance stated in Article 16.02.02: one (1) parka, one (1) three-season coat, one (1) rain suit.
- 16.02.05 The following items shall be issued, by the Company, to instructors: one (1) lab coat or one (1) pant and one (1) shirt.
- 16.03 Replacement of Uniforms
 - 16.03.01 An employee's uniform shall be replaced every year on the employee's date of hiring.
 - 16.03.02 The Company shall replace any part of an employee's uniform accidentally damaged during the course of the employee's duties.
 - 16.03.03 Parkas and three-season coats shall be replaced when necessary or every five (5) years.
- 16.04 Cleaning and Footwear Allowance
 - 16.04.01 Employees who must wear a uniform shall receive an amount of **fifty-three dollars (\$53.00)** per month to have their uniform cleaned and to purchase **safety footwear**.
- 16.05 Departure of an Employee
 - 16.05.01 When an employee leaves the Company's employment or is laid off, he must return all uniform items and accessories described in **Article 16.02 of this Collective Agreement** for the current year (employee's date of hire) and all marked uniform items and accessories with the Company's logo.
 - 16.05.02 For the duration of a layoff, the Company shall store all uniform items and accessories in case of a recall.
 - 16.05.03 An employee who does not return his uniform shall pay fifty per cent (50%) of the items that were one hundred per cent (100%) paid by the Company. The cost of the uniform **shall** be withheld on his last pay **cheque**.

17.0 GRIEVANCE PROCEDURE AND DISCIPLINARY MEASURES

GRIEVANCE PROCEDURE

- 17.01 For the purposes of the present articles and of the present **Collective Agreement**, the term "grievance" applies to all differences of opinion concerning the interpretation, application, administration and alleged violation of the **Collective Agreement** as well as to all disciplinary action taken against an employee.
- 17.02 The two parties to the present **Collective Agreement** wish to settle grievances as quickly as possible. The parties agree that only reasonable and serious grievances shall be supported by the Union through the grievance procedure levels, as follows:

- 17.03 An employee who believes he has been unjustly dealt with must first discuss the situation with his supervisor **or manager** to allow the situation that caused the complaint to be corrected before presenting a valid grievance. He may ask for his shop steward's assistance in formulating his complaint to his supervisor **or manager**.
- 17.03.01 Level 1 – An employee or the Union may file a written complaint with the employee's immediate supervisor **or manager**, within **fourteen (14) calendar days** following the Company's decision **as per Article 17.03**. The employee must indicate the nature of the grievance, the date of the incident, the measure contested or the alleged violation of the **Collective Agreement**, all pertinent facts, and the redress sought.
- 17.03.01.1 A written response shall be forwarded to the employee by the Company representative within **ten (10) calendar days** from the date of receipt of the grievance. A meeting between the supervisor **or manager** and the employee may take place during this period. A Union representative may be present at this meeting if one of the two parties so desires.
- 17.03.02 Level 2 – If a satisfactory settlement is not reached at the first level of the procedure, the grievance may be presented at the second level within **fourteen (14) calendar days** following the written response at first level. The vice president or his designated representative **shall** hold a hearing on the subject and must respond to the grievance **in writing** within the following **thirty (30) calendar days**.
- 17.03.03 **All grievance hearings and investigative hearings called by the Company or by the grievance process shall, insofar as possible, be conducted during regular business hours with the Local Chief Shop Steward or his designate. Any witness(es) pertinent to the case shall be present in order to ensure a fair and proper hearing and shall be compensated at the applicable rate for all time spent attending such hearings.**
- 17.04 The **time limits** provided for under this article may **only** be extended following a written mutual agreement **between the Company and the Local Chief Shop Steward or the Union District Representative**.
- 17.04.01 **Should the Company be unable to comply with the time limits set forth in Article 17.03.02, the Union may file the grievance for arbitration notwithstanding the provisions in Article 17.07.**
- 17.05 The Union may submit a grievance concerning a disagreement between the contracting parties. Such a disagreement shall be dealt with at Level 2 of the grievance procedure.
- 17.06 All decisions that have not been appealed within the prescribed periods are final and binding.
- 17.07 Failing satisfactory adjustment under the provisions of this article, the Union may begin arbitration procedures, in accordance with Article 18, within **thirty (30) calendar days** from the date of receipt of the Company's decision.

DISCIPLINARY MEASURES

- 17.08 The Company subscribes to the principle that, generally, disciplinary action against an employee is corrective rather than punitive. In the event that corrective action fails, punitive measures shall be considered. A copy shall be supplied to the Local Chief Shop Steward.
- 17.08.01 The Company shall exercise its rights hereunder in a fair, reasonable and non-arbitrary manner, in good faith and without discrimination, in keeping with the provisions of this Collective Agreement.
- 17.08.02 The Company must act diligently in the conduct of an investigation and must decide on the disciplinary action, if applicable, within thirty (30) working days after the Company becomes aware of the incident. This period may be extended only upon mutual written agreement between the Company and the Local Chief Shop Steward.
- 17.08.03 No report, correspondence or document can be used by the Company with respect to disciplinary action unless the employee has received a copy of same. It is understood that the content of the documents released shall be related to the incident and the Company may remove irrelevant or confidential information.
- 17.08.04 The Company shall immediately advise the employee and the Local Chief Shop Steward (or his designate) of any disciplinary or investigative meeting. Should the Union require time to meet with the employee prior to the meeting, the Company shall grant a reasonable amount of time to do so. No such meeting shall take place where the employee cannot be granted Union representation.
- 17.08.04.1 Where a meeting described in Article 17.08.04 cannot take place with Union representation, such employee may be sent home with pay and a meeting rescheduled to a time mutually agreed to between the parties where Union representation can be made available.
- 17.08.05 The employee shall be released to attend meetings referred to in Article 17.08 at the request of the Company without loss of salary and in accordance with Article 23.0, if applicable.
- 17.08.06 When any disciplinary measure is contemplated, the employee and the Local Chief Shop Steward (or his designate) shall be so informed prior to any formal action being taken.
- 17.08.07 When any disciplinary action is considered necessary, the employee shall be advised in writing of such action and the reasons for it. A copy of such notice shall be supplied to the Local Chief Shop Steward (or his designate) without delay.
- 17.08.08 Any letters of discipline not reversed by the grievance process in an employee's file shall become null and void and shall be removed from the employee's file if a two (2) year period has passed during which the employee has had no further incidents of the same nature.

17.09 When **any** suspension is the form of discipline to be applied, that suspension **shall** not be served by the employee until Level 2 of the grievance process has been completed, unless the situation dictates otherwise, considering the nature or the severity of the offence.

18.0 **ARBITRATION PROCEDURE**

18.01 All grievances that have not been settled through the grievance procedure may be submitted to an arbitrator jointly chosen by both parties. The party requesting arbitration shall notify the other party in writing within thirty (30) **calendar** days following the Company's decision and propose at least one arbitrator.

18.02 In matters of appealed grievances, the arbitrator has complete authority to render a just and equitable decision on the interpretation, application and alleged violation of the Collective Agreement and on any other grievance of a disciplinary nature.

18.02.01 In the case of appeals relating to disciplinary measures or dismissals, the arbitrator has the ability to determine whether the disciplinary measure or the dismissal imposed by the Company was just and equitable.

18.02.02 In the case of appeals relating to disciplinary measures or dismissals, the arbitrator can uphold the Company's final decision, fully exonerate the employee and reinstate him with payment for the hours lost, or render any other decision that he considers just and equitable.

18.03 Any decision that has not been submitted to arbitration within the prescribed time limits is final and binding.

18.04 All decisions of the arbitrator shall be final and binding upon both parties but the arbitrator's jurisdiction shall be limited to deciding the case in litigation according to the meaning of the provisions of the Collective Agreement. In no case shall the arbitrator have the power to add, remove, alter, modify or amend any part of this Agreement.

18.05 The arbitrator's fees and all expenses related to the arbitration shall be shared equally by both parties.

18.05.01 **The Company agrees to absorb one-hundred per cent (100%) of the arbitrator's fees and all expenses related to the arbitration incurred by both parties, if the arbitrator's ruling is in favour of the Union or a settlement is reached at arbitration, when such arbitration is the result of the Company's non-compliance with the time limit set out in Article 17.03.02.**

19.0 **SAFETY AND HEALTH**

19.01 The Union, the Company and the employees agree to encourage occupational health and safety, in compliance with current laws and regulations.

19.01.01 It is **management's and the** employee's responsibility to promote a healthy and safe work environment.

19.01.02 Each employee, as well as each shop steward, shall have the obligation to report to the Company and/or to the Union any situation he considers to be a health and safety hazard.

19.02 The parties to this **Collective** Agreement agree to set up a **Safety and Health Committee** with the same powers and obligations as those provided for under the law. This committee shall consist of two **(2)** members appointed by the Union (plus one **(1)** more, when necessary, for mechanics / ground equipment), and of two **(2)** representatives appointed by the Company.

19.03 The Safety and Health Committee:

- a) receives, examines and quickly settles complaints concerning the health and safety of the employees it represents;
- b) maintains a record of its decisions on these complaints;
- c) cooperates with the health services established to serve the **workplace**;
- d) may develop and promote health and safety programs aimed at educating the employees it represents on this subject;
- e) participates in all investigations concerning occupational safety and health and requests, when necessary, the assistance of professionally and technically qualified individuals to act as advisers;
- f) may develop and implement an annual action program that includes measures and procedures aimed at protecting employees or improving their health and safety conditions;
- g) ensures the follow-up of programs, measures and procedures related to employee safety and health;
- h) ensures that adequate records are kept on work accidents and health hazards (any accident with or without loss of time must be reported), and regularly monitors data relating to these accidents and health hazards;
- i) cooperates with safety officials;
- j) may ask the employer for the information it considers necessary in order to evaluate the real or potential risks of materials, work methods and equipment in the workplace;
- k) has unrestricted access to government and employer reports on the safety and health of the employees it represents. Access to medical records, however, is subject to the consent of the person concerned.

The Company posts, on a permanent basis and in one or more prominent areas frequented by employees, the names of the Safety and Health Committee members for each work location under its complete authority, as well as the areas where these members work. The Company also posts the names of employees who have followed first-aid training.

19.03.01 The Safety and Health Committee maintains a detailed record of the questions submitted to it, according to the terms of Article 19.03. As well, it keeps a record of the minutes of its meetings and makes them available, upon request, to the safety official.

- 19.03.02 The Safety and Health Committee shall hold **meetings** during working hours **at regular intervals in accordance with the *Canada Labour Code, Part II***. It also meets in cases of emergency or exceptional circumstance, even outside working hours.
- 19.03.03 The Safety and Health Committee members may take time off work to carry out their functions on the committee, in particular to attend meetings. The hours devoted to these functions are considered as time worked for the purposes of calculating the salary owed to them. The co-chairman of the Health and Safety Committee **shall** be entitled to ten (10) hours per week to exercise his function.
- 19.03.04 No member of the Safety and Health Committee is personally liable for acts or omissions done in good faith in the exercise of the powers conferred upon him under the present article.
- 19.03.05 Subject to the foregoing, the Safety and Health Committee may set its own rules on the duration of its members' mandate (not to exceed two (2) years, renewable), the date, place and frequency of its meetings, and any other procedure it considers useful to its functioning.
- 19.03.06 At the time of the physical accident or accident involving equipment, the Safety and Health Committee representative **or his designate**, must be present. Should the representatives be absent, **the Safety and Health Committee representative shall be contacted immediately by phone and e-mail and advised of the accident and all related details as they are known**; the employer shall nonetheless proceed with the investigation. A copy of the accident-investigation report shall be provided to the Safety and Health Committee and to the employee involved in the accident.
- 19.04 **Reintegration Following a Work Accident or Disability**
- 19.04.01 In accordance with the Company's needs and subject to an agreement between the Company and the **Local Chief Shop Steward**, an employee may, depending on the case, be preferably assigned to a work location likely to facilitate his reintegration. In some cases, this may mean **shifts** or **work** schedules that are shorter than normal.
- 19.04.02 If the employee cannot resume the work that he carried out according to his category and classification, he may be assigned to a position whose requirements correspond to his state of health, on condition that he can prove that he has the necessary abilities to carry out this work.
- 19.04.02.1 In **accordance with Article 19.04.02**, the Company shall participate in **the employee's** reintegration by providing him with the required training. The salary and benefits of the employee who has successfully completed this training shall depend on the position he has accepted.

- 19.05 **Protective Clothing, Devices and Safety Equipment**
- 19.05.01 Where the nature of the work or working conditions so require, employees shall be supplied, at the Company's expense, all necessary protective clothing, safety equipment and other protective devices deemed necessary by the Company and the Safety and Health Committee, which shall be maintained and replaced, where necessary, at the Company's expense, upon the return of the worn or damaged equipment. Employees are required to use these items where necessary.
- 19.05.02 When the Safety and Health Committee recommends employees to wear safety glasses and/or hearing protectors, the Company shall supply them free of charge to those who must wear them. **Where an employee requires prescription safety glasses, the Company shall cover the cost of such safety glasses up to a maximum amount of two hundred and fifty dollars (\$250.00) every twenty-four (24) months through an optometrist approved by the Company.**
- 19.05.02.1 Employees who perform work that requires the wearing of **safety equipment stipulated in Articles 19.05.01 and 19.05.02**, but who do not wear **such** supplied safety equipment when carrying out their tasks may have administrative and/or disciplinary action taken against them.
- 19.06 **Training**
- 19.06.01 The Company shall provide first-aid training and WHIMIS **training** for a sufficient number of employees in accordance with the standards provided for under Part XVI of the *Canada Labour Code*, Part II.
- 19.07 **Bomb Threat**
- 19.07.01 The Company shall not require employees to participate in searches of Company equipment, property or premises in the event of a bomb threat. While this provision does not preclude voluntary participation in such searches, the Company shall inform the employees that a bomb threat has been reported before requesting the employees to search or service the Company's equipment, property or premises.
- 20.0 **HARASSMENT AND USE OF VIDEO SURVEILLANCE**
- 20.01 **Employee's Rights and Air Transat's Responsibilities**
- 20.01.01 The Company, with the support of the Union, agrees to provide a work environment that is free from all forms of harassment. The Company must implement all reasonable measures to prevent all forms of harassment and to ensure that it ceases when it is made aware of such conduct.
- 20.01.02 The Company, with the support of the Union, agrees to maintain harmonious relations between individuals in the workplace.

20.01.03 No employee shall be subject to pressure, constraint or discrimination at work or in activities linked to work, that is likely to compromise the employee's dignity or could have an impact on job security/employment by creating an environment that is intimidating, embarrassing, humiliating or offensive, as established under the *Canadian Human Rights Act* and the *Canada Labour Code*.

20.02 Definitions

▶ Sexual Harassment

Sexual harassment is defined as any conduct, comment, gesture or contact which, sexually, is likely to offend or humiliate an employee or which may be reasonably interpreted by the latter as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

▶ Personal Harassment

Personal harassment is defined as any discrimination on the basis of race, national or ethnic origin, colour, religion, age, gender (including pregnancy and delivery), family status, marital status or disability.

▶ Psychological Harassment

Psychological harassment is defined as vexatious behaviour in the form of repeated conduct, verbal comments, actions or gestures that are hostile or unwanted, that affect the employee's dignity or psychological or physical integrity, and make the work environment harmful.

20.03 Complaints

An employee who believes he is a victim of harassment may lodge a verbal or written complaint with his supervisor and/or the Human Resources Department or submit a grievance at any level of the grievance procedure. The Company agrees to keep any information relating to this complaint confidential.

20.04 An employee who believes he is victim of harassment may file a complaint in accordance with the provisions of the *Canadian Human Rights Act* and/or *Canada Labour Code*.

20.05 Disciplinary Action

Air Transat shall take the appropriate disciplinary action against any employee, whether an employee of maintenance/stores or not, who is found guilty of harassment.

20.06 Use of Video Surveillance

20.06.01 The Company agrees that the use of video surveillance and security agents shall be in accordance with the "Directives on the use of video camera surveillance".

20.06.02 As per the *Personal Information Protection and Electronic Documents Act*, if a security agent collects personal information on an employee and keeps it in a file, the Company shall divulge it to the employee concerned who shall have access to that file.

21.0 GENERAL

21.01 Call to Jury Duty

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

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

21.02.01 Procedure

An employee who, in the course of his work with the Company, is captured, made a prisoner, confined, held hostage, or missing shall be paid one hundred per cent (100%) of his salary **and all benefits** at the time of the incident, until he is released or declared legally dead. The Company shall maintain payment of the employee's basic monthly salary until he has been located or a proof of death has been established. All procedures to obtain a proof of death shall commence without any delay as prescribed by the applicable legislation.

21.02.02 Remuneration

The basic monthly salary **defined in Article 4.0 - Salaries and Premiums** shall be deposited in the employee's personal account and shall be allocated by the Company, in whole or in part, according to the written instructions supplied by the employee.

This salary shall not be paid to an employee who has been placed under arrest by an authority recognized by the Government of Canada or who is accused of an offence which, in Canada, is considered a criminal act and for which he may be prosecuted. If the employee is found innocent, he shall suffer no loss of salary.

21.02.03 Alternative to Payment

As an alternative to the payment provided for in Article 21.02.01, the Company may pay the difference between said payment and the amount of any compensation that would be provided for under any law covering persons who are captured, made prisoner, confined, held hostage or missing as a consequence of acts of war.

21.03 Union Dues

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

- 21.03.02 Union dues shall be deducted as of the first pay period following the first thirty (30) consecutive calendar days of service completed in accordance with the **Collective Agreement**. All union dues for any given month shall be given to the Union on the 15th of the following month. As per the *Canada Labour Code*, the union dues are not the property of the Company.
- 21.03.03 The Union agrees to fully reimburse the Company and to cover it against all claims, without exception, concerning all deductions and payments made according to the terms herein.
- 21.03.04 Union deductions must appear on the T-4 and TP-4 forms, as per the different regulations of the government departments concerned.
- 21.04 **Time Bank, Sick Days and Vacation**
- 21.04.01 An employee **shall** have access to his time bank, sick days or vacation through the payroll system, as well as electronically when such system can be developed and implemented.
- 21.05 **Internal Communications**
- 21.05.01 All internal communications must be done in both official languages where required.
- 21.06 **Fees Reimbursable to Employees**
- 21.06.01 The Company **shall** reimburse basic fees for the renewal of an **Airside Pass and an Airside Vehicle Operators Permit** (D or D/A permit).
- 21.06.02 The Company shall reimburse all basic fees (including the cost of photos) related to obtaining a passport; for any employee who has included his name on any **Out-Base Assignment list** (detailed in Articles 7.03, 7.04 or 7.05) for at least sixty (60) days, or attends training outside of Canada.
- 21.06.03 Upon presentation of proof that an employee has passed his Transport Canada examinations, the Company shall reimburse the fees of all Transport Canada examinations an employee has written while employed with the Company, to acquire a relevant Transport Canada licence.
- 21.06.04 The Company shall reimburse all basic fees related to the renewal of a Transport Canada licence.
- 21.06.05 The Company recognizes the benefit of employees pursuing higher levels of trade-related education. The employee shall be reimbursed as per Company policy. This policy is available for review on the Company's intranet.

- 21.07 Conditions of Employment
- 21.07.01 As of the date of ratification of this Collective Agreement, any employee hired or recalled to a permanent position within the Aircraft Avionics Technician category or Aircraft Mechanics Technician category (defined in Articles 4.04.06 and 4.04.07) shall have twenty-four (24) months to obtain a Transport Canada licence (M2 or E category) after meeting all applicable Transport Canada licensing requirement.
- 21.07.02 Failure to obtain a licence defined in Article 21.07.01 may result in termination or reclassification to another applicable category, if a position exists within that category.
- 21.07.03 All employees permanently employed as of the date of ratification of this Collective Agreement within a category described in Article 4.04.06 or 4.04.07 have acquired grandfather rights and are therefore exempt from the licensing requirement stipulated in Article 21.07.01.
- 22.0 WORK SCHEDULES, CREW REST AND PRE-RETIREMENT REDUCED WORK WEEK PROGRAM
- 22.01 Preamble
- 22.01.01 The number of employees by group and by classification as well as the shift times shall be established by the Company according to its operational requirements.
- 22.02 Work Schedules
- 22.02.01 The normal work week for employees governed by this **Collective** Agreement shall be equal to forty (40) hours divided into five (5) **consecutive** days of eight (8) hours of continuous work each and two (2) consecutive days off.
- 22.02.02 Compressed Work Schedules
- 22.02.02.1 The Company and the Union agree to the use of compressed work schedules, however the following conditions must be respected in order to implement such work schedules:
1. Work schedules shall be implemented subject to a local agreement between the employees, the Local Chief Shop Steward and Local Management.
 2. The Human Resources Department and District Lodge 140 must submit their approval.
 3. It must be possible to end the compressed work schedule upon written request from either party. In such case, the parties have thirty (30) days to return to the normal work week.
 4. Should it be required by Human Resources Development Canada (HRDC) to obtain authorization for the compressed work schedules, the Company and the Union agree to submit a joint request.

22.02.02.2 Compressed work schedules currently in use, and which may continue to be used (subject to the provisions of Article 22.02.02.1) at the time this Collective Agreement comes into effect, are as follows:

1. A 4/4 type work schedule (4 days of work followed by 4 days of rest) of 10 hours and 40 minutes of work per day, with a meal period of 30 minutes included.
2. A 4/3 type work schedule (4 days of work followed by 3 days of rest) of 10 hours of work per day, with a meal period of 30 minutes included.
3. A 6/4 type work schedule (6 days of work followed by 4 days of rest) of 8 hours and 50 minutes of work per day, with a meal period of 30 minutes included, equivalent to a 4/4 type schedule.

22.02.02.3 Compensation for statutory holidays is included in the 4/4 and 6/4 type work schedules.

22.02.03 Subject to operational requirements, the meal break shall be taken between the fourth (4th) and the sixth (6th) hour after the beginning of the shift.

22.03 Modifications

22.03.01 The Company agrees to discuss any work schedule change with the **Local Chief Shop Steward** at least two (2) weeks prior to the change.

22.03.02 Any modification to the normal work week shall be discussed between the **Company and the Local Chief Shop Steward** and shall be approved by the **Local Chief Shop Steward** at least two (2) weeks prior to its implementation. Types of work schedules acceptable to the Union, along with administrative details, are described in **Article 22.02**.

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

22.03.03 **All changes to an employee's work schedule or the normal work week shall be given to the employee in writing, with a copy to the Local Chief Shop Steward at least two (2) weeks prior to the change.**

22.03.03.1 **Modifications to an employee's shift within the employee's normal work week at the Montréal (YUL) or Toronto (YYZ) base shall only occur in exceptional circumstances, and shall not occur with the intent to create irregular shifts. When such change occurs, the employee shall be given as much prior notice as possible.**

22.03.04 Subject to operational constraints, the Company shall do its best not to modify an employee's shift.

- 22.03.05 When two (2) or more types of shift are used simultaneously in the same work location, the Company shall post the positions available by trade or by classification, and the choice shall be made by order of **classification** seniority according to locally agreed-to procedures **between the Company and the Local Chief Shop Steward**. This article is not applicable to avoid rotational shifts and to any shift that exists at any other base than YUL and YYZ.
- 22.03.06 The Company shall set up and post in all areas that are accessible to all employees, a master shift schedule for a sixty (60) calendar day period, showing the current month and the following month. Where these conditions cannot be met, the posting of the master shift schedule shall be subject to a Local Agreement between the Base Manager and the Local Chief Shop Steward.
- 22.03.06.1 The calendar described in Article 22.03.06 shall cover the normal requirements of the work location and an updated copy shall be made available to all employees.

22.04 Work Schedule Changes

22.04.01 When work requirements require an employee to change from one work schedule to another, the following formula shall apply for determining days worked to days off ratio:

Work Schedule	Days Worked	Days Off
5 on 2 off	1	1
	2	1
	3	2
	4	2
	5	2
4 on 3 off	1	1
	2	2
	3	2
	4	3
4 on 4 off	1	1
	2	2
	3	3
	4	4
6 on 4 off	1	1
	2	2
	3	2
	4	3
	5	3
	6	4

- 22.04.02 When an employee is affected by more than two (2) **work schedule** changes per year (**imposed by the Company**), the Company shall ensure that, at the end of the year, the number of hours worked is the same as the number scheduled in the **original work** schedule.
- 22.04.02.1 In the event that the number of hours worked is greater and it is not possible to **compensate by scheduling** these hours as **time owed**, as per **Article 23.05**, within the following six (6) months, these hours shall be credited at the overtime rate. In the event that the number of hours is **less than** that in the **original work** schedule, it is understood that the employee's salary shall not be affected.
- 22.05 A work schedule bid shall occur on September 1st each year and shall be completed within thirty (30) days.
- 22.05.01 The work schedule bid described in Article 22.05 shall occur concurrently and in accordance with Articles 28.01.01, 28.01.02, 28.01.03, 28.01.04 and 28.01.05; all changes become effective on January 1st of the following calendar year.
- 22.05.02 The work schedule bid described in Article 22.05 shall occur at all bases and work locations with different work schedules.
- 22.06 Crew Rest
- 22.06.01 The Company is committed to ensuring an employee has a minimum rest period of at least ten (10) consecutive and uninterrupted hours off duty between the termination of one working period and the commencement of the next working period. Such rest period shall be applicable within each twenty-four (24) hour period. When such rest period cannot be granted, the employee shall be paid a "Missed Rest Compensation" of eighty dollars (\$80.00) on all hours of missed rest. (Note: See Appendix I for examples of how to fill out timesheets.)
- 22.06.02 It is understood that the twenty-four (24) hour period shall begin when the employee first reports for work (ex.: shift, overtime or assignment).
- 22.06.03 At any base or assignment where a split shift or split working period is used, the Company shall ensure adequate rest periods, meaning that there shall be at least one (1) continuous and uninterrupted rest period of minimum ten (10) hours within each twenty-four (24) hour period.
- 22.06.04 At an employee's home base, the rest period shall begin when the employee leaves the workplace.
- 22.06.04.1 On any Out-Base Assignment detailed in Article 7.0, the rest period shall begin up to one (1) hour after the employee leaves the airport, or as stipulated on the document detailed in Article 7.04.10 provided to the employee.
- 22.06.04.2 When an employee works beyond twenty-four (24) hours of continuous duty, the actual rest period the employee shall be entitled to before returning to work shall be increased by one (1) additional hour for each additional three (3) hours worked.

- 22.06.05 When an employee's rest period extends into his next shift, the employee shall not be required to report for work if four (4) hours or less remain in his shift. No employee shall be penalized for a rest period that extends into his next shift.
- 22.06.06 When the Company does not provide an employee a minimum rest period as described in Articles 22.06.01 and 22.06.03, the employee shall be paid a Missed Rest Compensation for each hour (or part thereof) worked, following the fourteenth (14th) hour of work, until a minimum rest period of ten (10) consecutive hours (as described in Article 22.06.01) can be granted.
- 22.06.06.1 When an employee works a split shift or a split working period and a rest period of ten (10) hours cannot be granted as described in Article 22.06.03, the Missed Rest Compensation shall be paid on all hours missed from the rest period.
- 22.06.06.2 When split shifts or split working periods are irregular in nature, for the purpose of calculating the Missed Rest Compensation described in Article 22.06.06.1, such Missed Rest Compensation shall be applied and paid on the greatest period of rest within the twenty-four (24) hour period.
- 22.06.06.3 For partial hours, the Missed Rest Compensation described in Articles 22.06.01, 22.06.06, 22.06.06.1 and 22.06.06.2 shall be calculated on a pro-rated basis.
- 22.06.07 For safety reasons, when an employee has exceeded twenty-four (24) hours on duty, the Company shall provide the employee, who so requests, with round-trip transportation by taxi between the place of work and the place of rest, or with accommodations at the closest hotel.
- 22.07 Pre-Retirement Reduced Work Week Program
- 22.07.01 For the purpose of clarity, the word "program" used throughout Article 22.07 shall refer to the Pre-Retirement Reduced Work Week Program.
- 22.07.02 The Company, at its discretion and based on operational requirements and availability of manpower, may allow an employee aged sixty (60) years or more to have a reduced work week of thirty (30) hours.
- 22.07.03 An employee wishing to participate in the program shall submit a written request to his manager.
- 22.07.04 An employee who is denied participation in the program shall receive such denial in writing, with a valid written reason for the denial within thirty (30) days of the request. A copy shall be supplied to the Local Chief Shop Steward.
- 22.07.05 Once an employee is accepted into the program, the Company shall not revoke this privilege.
- 22.07.06 Employees on this program shall have their yearly allowance of stat days, vacation days and sick days pro-rated, relative to their reduced work week.

- 22.07.07 Employees shall be given a choice of day off, by the Company, according to their bargaining unit seniority, within their work schedule and their classification. This shall be revised as employees join or leave the program.
- 22.07.08 Employees on this program shall not be eligible to include their name on either the Out-Base List or the Local List, as described in Article 7.0.
- 22.07.09 Overtime for employees on this program shall only be payable at the applicable overtime rate if they are asked to remain past their regular shift.
- 22.07.09.1 Overtime shall only be payable on an employee's day substituted by CPP or QPP after he has worked the normal hours at regular rates for that shift.
- 22.07.09.2 When canvassing for overtime, employees on this program shall be the last to be canvassed, and shall only be accepted for overtime if no other candidates are available.
- 22.07.10 The number of employees who may benefit from this privilege may be limited by the Company.
- 23.0 OVERTIME
- 23.01 Overtime is all time worked outside the employee's normal scheduled shift.
- 23.01.01 All overtime work shall be authorized by management personnel and shall take into consideration: safety, fatigue and crew rest. Employees may be requested to remain beyond their shift for up to four (4) hours in order to complete the job they were working on, or to inform others of the status of the job being performed.
- 23.01.02 In regards to overtime, the provisions for Crew Rest as stipulated in Article 22.06 shall apply.
- 23.02 All time worked as overtime within the same work cycle shall be credited on a time and one-half basis (1 ½ X) up to the first fifty (50) hours worked during that work cycle, subject to the other provisions of the Collective Agreement.
- 23.02.01 All hours worked as overtime within the same work cycle shall be credited at double time (2 X) if the first fifty (50) hours have been worked during the work cycle.
- 23.02.02 Overtime of any length that is not consecutive with the employee's shift shall be credited a minimum of four (4) hours at the applicable overtime rate. An employee who works on any scheduled day off shall be credited with a minimum credit of four (4) hours at the applicable overtime rate.

23.03 Compensation for an Employee Called Back to Work

Any employee called back to work outside his normal work schedule or who has already finished his normal shift and left Company premises shall be paid a minimum of four (4) hours at the applicable overtime rate.

23.04 Rotational Overtime Method

23.04.01 The rotational overtime method shall ensure a fair distribution of overtime. Overtime Volunteer Lists and rotational procedures shall be developed and established locally by mutual written agreement between the Company and the Local Chief Shop Steward in accordance with this principle and the *Canada Labour Code*. Such agreement shall be subject to cancellation by the Company or the Union at any time with thirty (30) calendar days advance written notice.

23.04.02 Employees shall indicate their availability for overtime by including their name in a local overtime sign-up book or in accordance with a local agreement. The most senior qualified employee who has indicated his availability and who has the least amount of overtime hours shall be the first employee to be offered the overtime. Subsequent offers shall be made to other employees on the same basis. Employees shall be called for overtime as per the applicable list and, except for AOG or short-notice immediate requirements, the Company shall wait thirty (30) minutes for a reply after leaving a message. Employees shall be informed as to the nature of the work and anticipated length of the overtime.

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

23.04.03.1 Some overtime may require an individual with specific skills (e.g. boroscope work, taxi qualified, fuel tank entry). In such situations, the Company shall offer the overtime to the most senior qualified employee. In the event no such employee accepts the overtime, the Company shall assign the overtime to the most junior qualified employee.

23.04.04 An employee may refuse to work overtime subject to the applicable provisions of the *Canada Labour Code*, Part II, and HRSDC "Right to Refuse".

23.04.05 When an employee has accepted to work overtime on his day off, and the overtime is cancelled with a notice of less than twelve (12) hours, the employee shall be compensated with two (2) hours paid at the applicable overtime rate.

- 23.04.06 In the event an employee is bypassed for overtime, he shall be given three (3) opportunities to work overtime at a time mutually agreeable between the employee and the Company, at the applicable overtime rate, in a like amount as he originally would have received, during the next thirty (30) calendar days, provided it does not conflict with rest and hours of work provisions and results in a penalty to the Company beyond what he would have originally received.
- 23.04.06.1 If the Union or the employee brings an impending bypass to management's attention in writing prior to the overtime occurrence and the employee is subsequently bypassed, the conditions of Article 23.04.06 shall be applicable.
- 23.04.07 The Company shall maintain and keep up-to-date records of all overtime hours worked. A copy of such records shall be supplied to the Local Chief Shop Steward by local management on a quarterly basis. The hours shall be monitored so that no employee shall exceed the quarterly limit of one hundred and four (104) hours, or as modified by a written local agreement between the Company and the Local Chief Shop Steward.
- 23.04.08 All employees shall have their overtime equalization hours reset to zero (0) on April 1st, July 1st, October 1st and January 1st. Notwithstanding these provisions, the Company and the Local Chief Shop Steward may mutually agree on a different system for the distribution of overtime for a particular base or location.
- 23.05 Time Bank
- 23.05.01 Upon an employee's request, overtime credits may be accumulated to constitute a time bank. An employee may accumulate a maximum of **one hundred and twenty-eight (128) hours of work in his time bank.**
- 23.05.02 All hours accumulated may be cleared at any time, with a two-week **written notice to the Local Base Manager.**
- 23.05.03 Time Off – an employee may make withdrawals from his time bank in the form of time off as follows :
- a) Time off may be requested in writing or by e-mail by the employee to his Local Base Manager or Supervisor, up to a maximum of thirty (30) calendar days in advance of the requested date(s). All such requests shall be handled on the first come first served basis. When more than one request is received on the same day, requesting the same time off, bargaining unit seniority shall be used as the deciding factor.
 - b) When a request for time off is made, the employee's request shall not be unreasonably denied if an open vacation slot exists. The employee shall be advised in writing or by e-mail if his request is accepted or denied, at least fourteen (14) calendar days prior to the requested date. If the requested time off is denied, the employee shall be provided with a written reason for the refusal.

- c) When a request for time off is made less than fourteen (14) days in advance of the requested time off, the conditions of Article 23.05.03 a) and b) shall apply; however the employee shall be advised if his request is accepted or denied within one (1) business day.
- d) Once time off is granted, it shall not be cancelled except by mutual written agreement between the Company and the employee.
- e) The applicable deduction shall be made from the employee's time bank when taken, with a written copy given to the employee showing the deduction and remaining balance. Such balance shall also be available on an employee's pay statement in accordance with Article 25.02.02.

23.06 Paid Meal Periods

- 23.06.01 Employees covered by the present Collective Agreement shall be entitled to a paid meal period of thirty (30) minutes after having completed four (4) hours of overtime work following their normal shift.
- 23.06.01.1 For the purposes of calculating overtime, it is understood that this period is included with the hours worked.
- 23.06.02 **An employee who is unable to take a meal period granted under the provisions of Article 23.06.01, shall be credited with thirty (30) minutes at the applicable overtime rate.**

24.0 MUTUAL SHIFT EXCHANGE

- 24.01.01 As agreed to during negotiations for this Collective Agreement, the Company agrees to retain the shift exchange privilege presently offered to employees. The purpose of this privilege is to reduce absenteeism by allowing employees to handle unexpected situations or ones that conflict with their work schedule. An employee may ask another employee to work his shift, on condition that he has received his supervisor's authorization to do so.
- 24.01.02 Except under exceptional circumstances, a request for a shift exchange shall be submitted in writing to the supervisor, who shall approve it at least forty-eight (48) hours before the shift in question. This approval must bear the signature of the supervisor and both employees involved.
- 24.01.03 These exchanges are only authorized if the employee taking over another employee's shift can perform the duties of the employee he is replacing.
- 24.01.04 The Company reserves the right to temporarily or permanently withdraw this privilege from an employee who does not respect the established procedures or who abuses this privilege.
- 24.01.05 In exceptional circumstances where the shift exchange is for **a period greater than three (3) work week cycles**, the request for the shift exchange **shall** be posted and awarded by **classification seniority**.

- 24.01.05.1 Following the award of the shift exchange detailed in Article 24.01.05, any senior employee may submit to his manager, in writing, a request to bump a junior employee, within two (2) weeks of the annual anniversary date of the original award. An employee shall not have his request unreasonably denied, if he has the required classification seniority and qualifications of the employee he is bumping.
- 24.01.05.2 With regards to Articles 24.01.05 and 24.01.05.1, a copy of all requests and awards shall be forwarded to the Local Chief Shop Steward.
- 25.0 EMPLOYEE PERSONAL FILE AND PAY PROVISIONS
- 25.01 Employee Personal File
- 25.01.01 Written instructions concerning transfers, promotions, demotions, disciplinary action, unpaid leaves of absence and/or vacations shall be put in the employee's personal file.
- 25.01.02 Upon his request, an employee may have access to his personal Company file. He shall consult it in the presence of his Human Resources Representative, within the two (2) weeks following his request.
- 25.01.03 Upon his request, he may also obtain a copy of his personal file or part of it.
- 25.01.04 The employee's personal file shall be kept completely confidential. Union representatives with written authorization by the employee may have access to the personal information it contains.
- 25.02 Pay Provisions
- 25.02.01 Employees shall be paid through direct deposit every two (2) weeks and this salary shall be based on their annual salary.
- 25.02.02 Each pay date, employees shall be provided with a pay statement clearly identifying all credits/debits made, stats, vacation days, sick days and gross pay. Other relevant information shall be included as the payroll system is developed.
- 25.02.03 Employees shall have access to their pay statement electronically.
- 25.02.04 In the event that an employee is underpaid, that is, if fifty dollars (\$50) or more are missing from his base salary and the Company is responsible for this error, the Company agrees to correct it within the four (4) working days following receipt by the Payroll Department of the written notice informing of this error. Any other error shall be corrected on the employee's subsequent pay cheque.
- 25.02.05 In the event that an employee is overpaid, a maximum of ten per cent (10%) shall be deducted from his gross salary, by pay period, until all amounts owed are reimbursed. It is the employee's responsibility to inform the employer of any mistake in pay.
- 25.02.06 Prior to any deductions being initiated by the Company, the employee shall be advised, in writing, of the error, the number of deductions to be made, the amount of each deduction and when the deduction shall commence.

25.02.07 Accurate time and pay records shall be maintained for each employee, which shall be made available on request to the employee and to a Union Officer when authorized by the employee in writing.

26.0 SUBCONTRACTING

26.01 Application

The Company shall not resort to subcontracting with the intention of reducing the number of permanent positions or of eliminating a classification within the bargaining unit.

The Company shall only resort to subcontracting under the following circumstances:

- a) In order to finalize the acquisition of new aircraft or modifications on them;
- b) In situations that require equipment and/or materials that are not available for the Company;
- c) In situations where the nature or volume of work does not justify the capital or operating expenditures involved;
- d) In situations where the knowledge, qualifications, skills or systems in place do not ensure profitable production costs;
- e) In situations where the volume of work would result in undesirable fluctuations in employment.

26.02 The Company agrees to inform the **Local Chief Shop Steward** in writing and to discuss the necessity and pertinence of all sub-contracting. Except in exceptional circumstances, a **written** notice of at least fourteen (14) **calendar** days shall be given and shall outline the reasons of any sub-contracting. When these delays cannot be respected, the **Local Chief Shop Steward** shall be promptly advised **in writing**.

26.02.01 It is understood that **the discussions described in Article 26.02.02**, shall focus on finding possible ways of avoiding having to resort to sub-contracting.

In cases of lay-offs, the Union and the Company **shall** meet and review strategies to mitigate the impact of these lay-offs. These strategies may include, but **shall** not necessarily be limited to, work-sharing, review of existing outsource contracts, review of provisions of the Collective Agreement which would make insourcing of work economically feasible, etc. In such discussions, the Company **shall** provide pertinent financial data to enable such evaluations.

26.02.02 The Company shall meet with the Local Chief Shop Steward upon written request to discuss any work which is to be sub-contracted to determine if it could be performed by employees under the terms of this Collective Agreement.

27.0 **UNION REPRESENTATION**

27.01 The Company recognizes the Union representatives duly identified by the Union.

27.01.01 The Union shall select the representatives **mentioned in Article 27.01** and forward their names in writing to the Company. In addition, the Union shall inform the Company of any subsequent change, including the names of any representatives added or withdrawn, as stipulated in the Union **bylaws**.

27.02 The Union recognizes that its leaders, shop stewards and members of the committees defined in the present Collective Agreement, as well as all employees, have regular work to perform for the Company and may not leave their respective work stations without permission from their immediate supervisor **or manager**.

27.02.01 An employee who wishes to take time off in accordance with Article **27.02** shall ask his supervisor's **or manager's** permission, who shall authorize the requested time off according to the operating policies and schedules. This permission shall not be unreasonably denied.

27.03 The Company **shall** provide posting space for the Union's exclusive use. Any pamphlet, advertisement, notice or printed material that the Union wishes to distribute to its members or post on work premises shall be approved beforehand by the Company. The Company **shall** not retain approval without a reasonable justification.

27.03.01 Employees may not wear clothes or accessories of a political nature on work premises unless they have obtained prior permission by the Company.

27.04 **Labour Relations and Union/Management Meetings**

27.04.01 The Company shall release and remunerate three (3) representatives in YUL, two (2) representatives in YYZ, **and one (1) representative in YVR** for time spent with the Company in monthly labour relations meetings.

27.04.02 **It is understood that the representatives mentioned in Article 27.04.01 shall include the Local Chief Shop Steward (or his designate in the case of absence) and members of the Shop Committee (or a member chosen by the Local Chief Shop Steward in case a Shop Committee member is unavailable).**

27.04.03 It is understood by **Article 27.04** that the hours spent attending meetings of the Labour Relations Committee with the Company shall be considered as time worked and shall be handled in accordance with the provisions **of Article 23.0, when applicable**.

27.04.04 Meetings **held** under Article **27.04** shall not be considered as replacing the grievance procedure **defined in Article 17.0**.

- 27.05 Release for Union Business**
- 27.05.01 Provided that the Company can reasonably do without the services of the employees concerned for the duration of the leave of absence, the Company grants a leave of absence for Union business to three (3) employees in Montréal, two (2) in Toronto and one (1) in Vancouver.
- 27.05.02 **The Union (the Local Lodge or the District) shall make its request in writing to the Company at least two (2) weeks before the employee's requested leave.**
- 27.05.03 Leaves of absence may not be taken during a busy period, and those granted shall not exceed a total of seventy (70) days per calendar year.
- 27.05.04 The Company shall pay the employee's salary, and the Union shall reimburse the Company for this amount as well as for related expenses. For the purposes of calculating overtime, this time shall not be considered as time worked. These leaves of absence do not include absences provided for under Articles 27.04, 27.06.01 and 27.08.
- 27.05.05 **The leaves of absence described in Article 27.05 cover the meetings of the Local Lodge Executive Committee.**
- 27.06 Release for Negotiations**
- 27.06.01 The Company shall release four (4) representatives, the Montréal Shop Chairperson plus one more, and the Shop Chairpersons from Toronto and Vancouver for negotiations concerning renewal of the Collective Agreement.
- 27.06.02 **The Company shall absorb fifty per cent (50%) of the costs related to the transportation and accommodations for the members of the bargaining committee (defined in Article 27.06.01) for negotiations concerning renewal of the Collective Agreement.**
- 27.06.02.1 **The provision of Article 27.06.02 applies only to members of the bargaining committee who are required to leave their base for bargaining purposes.**
- 27.06.02.2 **All requests for transportation, time release and accommodations made in relation to Article 27.06.02 shall be made to the employee's base manager.**
- 27.06.02.3 **Requests for transportation and accommodation related to Article 27.06.02 must be approved by the Senior Director, Technical Operations, and transportation must be coordinated by the Company.**
- 27.06.03 **The Union shall absorb one hundred per cent (100%) of the costs related to transportation and accommodation of the bargaining committee for preparation of negotiations concerning renewal of the Collective Agreement.**
- 27.06.04 **The Union shall absorb fifty per cent (50%) of the costs related to the rental of meeting rooms for negotiations concerning renewal of the Collective Agreement.**

- 27.06.05 When an employee's scheduled day off falls during negotiations with the Company or preparation of negotiations, he **shall** be entitled to take another day off in lieu to be taken according to the conditions mentioned in Article 23.05. The Union **shall** reimburse the Company the salaries for these days.
- 27.07 **Union Office**
- 27.07.01 The **Local Chief Shop Stewards in YUL and YYZ shall have access to an office for their exclusive use at the work location. Such office shall be equipped with a telephone (with long-distance capabilities), internet, intranet, a desk, chairs, a computer and a secure and locked filing cabinet, available for the Union's exclusive use.**
- 27.07.02 **All items mentioned in Article 27.07.01 shall be provided by the Company and shall be in the same standard as provided to Local Management.**
- 27.08 **Local Chief Shop Steward Provisions**
- 27.08.01 YYZ Shop Chairperson shall be granted clearance equal to ten (10) hours per week.
YVR Shop Chairperson shall be granted clearance equal to four (4) hours per week.
YUL Shop Chairperson shall be granted clearance equal to twenty (20) hours per week.
- 27.08.02 **Hours granted in Article 27.08.01 belong to the Shop Chairperson's position. If the Shop Chairperson is absent due to vacation, illness, statutory holiday, time bank, maternity leave, paternal leave, out-base assignment, etc., the position shall be filled on an interim basis by a designate chosen by the Local Chief Shop Steward in accordance with Article 27.01.01, taking into consideration staffing levels and operational requirements.**
- 27.08.03 **Except in exceptional circumstances, the hours granted under Article 27.08.01 shall be taken between 11:00 and 17:00 hours local time in YUL and YYZ.**
- 27.08.04 **Subject to a local agreement between Local Management and the Local Chief Shop Steward, the Shop Chairperson shall be allowed to choose any of the established work schedules covered by this Collective Agreement, with the intent to provide Union representation on an ongoing basis to the maximum number of members.**
- 27.08.04.1 **Subject to a Local Agreement between Local Management and the Local Chief Shop Steward, the Shop Chairperson shall have the option to stagger himself between crews or teams as necessary to meet the intent of Article 27.08.04.**
- 28.0 **TRANSFERS**
- 28.01 **From one work location to another:**
- 28.01.01 **Once a year, between September 1st and September 14th, a bulletin shall be posted by the Company on all bulletin boards, at all locations customarily used for the posting of Company memos, and on the Company's intranet. This is to allow for the transfer of employees between work locations, at bases where different work locations exist.**

- 28.01.02 Candidates interested in transferring to another work location shall submit their application in writing to the Human Resources Department prior to 23:59 EST on the expiry date of the bulletin.
- 28.01.03 A list of all interested candidates and their requested work location shall be forwarded by the Company in writing or via e-mail to the Local Chief Shop Steward within seven (7) working days following the closing of the posting.
- 28.01.04 Following the closing of the posting, and on condition that an employee meets the requirements of the position he has applied for, he may bump a less senior employee in another work location. Position requirements must be pertinent and related to the nature of the functions and duties. The period shall be two (2) years in the case of positions related to outside maintenance contracts.
- 28.01.05 The preceding principles shall be applied according to the administrative procedures established in agreement with the **Local Chief Shop Steward**.
- 28.01.06 Should a position become vacant in any work location, **the conditions of Article 6.0 shall apply**.
- 28.02 **From one base to another:**
- 28.02.01 A position must be declared permanent before a transfer may take place.
- 28.02.02 The transfer shall be granted to the most senior employee if he meets the position requirements. These requirements must be pertinent and related to the nature of the functions and duties within the trade group and classification.
- 28.02.03 Transfers shall be granted only if no other employee can fill the position at the base where the vacancy exists and if no other employee has recall rights in this classification at the base in question.
- 28.03 **Moving Expenses:**
- 28.03.01 Should the Company reassign a member of the bargaining unit outside his home base, it shall reimburse him **all** reasonable moving expenses **and related costs**.
- 28.03.02 Once during an employee's career, the Company shall reimburse **an** employee **all** reasonable moving expenses when he **accepts a position** or when he is transferred, upon his request, to another base.
- 28.03.03 Reasonable moving expenses as they relate to Articles 28.03.01 and 28.03.02 means that the Company shall assume the cost of moving an employee's furniture and personal effects up to a maximum of ten thousand kilograms (10,000 kg). The Company shall select an established moving company. The cost of the "turn-key" style move, including packing and unpacking, shall be billed directly to the Company.

28.03.04 Related costs as they relate to Article 28.03.01, include notary or legal fees, welcome tax, lease cancellation, public utilities, etc. These fees shall be reimbursed by the Company upon presentation of the appropriate documents at fifty percent (50%) up to a maximum of ten thousand dollars (\$10,000.00).

28.03.05 The moving expenses paid to an employee are amortized over a period of thirty-six (36) months. If the employee again voluntarily transfers to another base within this period, he shall not be entitled to a new moving allowance. In addition, the employee shall reimburse the Company, on a pro rata basis, for any time remaining in the amortization period.

29.0 OBLIGATIONS OF SUCCESSOR AND CHANGE IN OPERATIONS

29.01 Should the Company change ownership, merge with another company, alter its corporate legal identity in any way whatsoever, including the setting up of a subsidiary or combining with one or more other airlines, sell or transfer its assets in whole or in part, this Collective Agreement shall remain in full force and effect and the Canadian Industrial Relations Board certificate in effect at that time shall not be affected in any way, unless provisions to the contrary are contained in applicable legislation.

29.02 In the event of any merger of the Company with another airline (or company), acquisition of the Company by another airline (or company), or acquisition of another airline (or company) by the Company, which affects the seniority rights of employees subject to this Agreement, provisions shall be made for the integration and protection of seniority lists in a fair and equitable manner including, where applicable, agreement through collective bargaining between the carriers and the Union representatives of the employee groups affected.

29.02.01 In the event of failure to agree, the dispute may be resolved by final and binding arbitration. The Company agrees to arbitrate any grievance filed by the Union alleging violation of Article 29.0 on an expedited basis directly before a neutral arbitrator. The dispute shall be heard expeditiously no later than thirty (30) calendar days following the submission to the neutral arbitrator and decided expeditiously no later than sixty (60) calendar days after submission. The parties agree to abide by any arbitration award that is issued.

30.0 TECHNOLOGICAL CHANGE

30.01 When a technological change is considered, the Company shall inform the Union in accordance with the provisions of the *Canada Labour Code* and shall enter into discussions with the Union to establish the application procedures that affect employees.

The employer shall try to relocate within the Company all employees affected by a technological change and shall provide them with the necessary training.

- 31.0 LEAVES OF ABSENCE
- 31.01 Leave of Absence – Voluntary Unpaid
- 31.01.01 Personnel requirements permitting, an employee may obtain a **voluntary** unpaid leave of absence not to exceed twelve (12) months, upon written request to the Human Resources Department. The Human Resources Department **shall** answer the request within fourteen (14) **calendar** days of the receipt.
- 31.01.02 The details concerning the authorization shall be established in writing, with a copy to the **Local Chief Shop Steward**.
- 31.03.03 The employee who wishes to continue contributing to the fringe benefits plan during his **voluntary** unpaid leave shall advise the Company in writing before his departure.
- The employee on a **voluntary** leave of absence continues to accumulate seniority except for the purposes of salary progression and acquiring vacation rights.
- 31.01.04 In accordance with Article 8.01.01, an employee prepared to take a leave of absence to mitigate another employee's lay-off **shall** continue to accumulate seniority for the purposes of salary progression and acquiring vacation rights.
- 31.02 Leave of Absence – Compassionate
- 31.02.01 Compassionate leave may be granted to an employee for an emergency situation, which the Company considers to be legitimate compassionate grounds. Should the Company determine this leave to be without loss of regular pay, it shall be for a maximum of four (4) consecutive days. Additional time may be granted with or without pay at the discretion of the Company.
- 31.03 Leave of Absence – Family Care
- 31.03.01 Employees shall be allowed a maximum of four (4) days in each calendar year for the care of their sick or injured spouse/partner, parents, child or other dependants. For pay purposes, the employee's earned or banked sick leave (as per Article 15.03) shall be reduced when an employee is absent up to a maximum of four (4) days per year. The employee requiring such leave shall endeavour to provide as much notice as possible to his immediate supervisor/manager.
- 31.04 Leave of Absence – Union
- 31.04.01 The Company shall grant a union leave of absence without pay for the duration of the term (or terms) in union office or position to any employee duly elected to serve as one of the full-time Union officers.

- 31.04.02 An employee on a union leave of absence shall have the right to return to the same position, work location and work schedule (if such still exists) he held prior to being elected to union office at any time prior to or upon the expiration of his term of office subject to advance notification to the Company, in writing, no later than thirty (30) days before returning to duty.
- 31.04.03 An employee on a union leave as described in Article 31.04.01 shall retain and accrue all seniority rights.
- 31.04.04 An employee on a union leave as described in Article 31.04.01, shall have the right to remain on the Company's benefit plan as described in Article 14.0, in accordance with the rules of the plan in effect at the time of the union leave. In this case, the Union shall pay the Company's portion of the cost related to maintaining any benefit for the employee.
- 31.04.05 An employee on a union leave of absence who wishes to keep his Transport Canada licence valid (in accordance with the applicable provisions of CARs), shall forward a request in writing or by e-mail to his Base Manager, expressing such desire to work on Company aircraft with the intent to keep his Transport Canada licence valid. The employee and the Base Manager shall mutually agree on a date and time on which the employee can work.

32.0 TRAINING AND DEVELOPMENT

- 32.01 All hours spent in training, or in travelling to and from training from an employee's base, shall be treated as hours spent at work for all intents and purposes under the Collective Agreement.
- 32.01.01 The Company shall make every reasonable effort to schedule employees for training within the employees' normal work schedule and shift.
- 32.01.02 No employee shall be required to attend training and travel on the same day for a period in excess of ten (10) hours. This limitation shall apply on the day on which the employee travels from his base.
- 32.02 The Company shall post a bulletin on all boards customarily used for the posting of Company communications, outlining endorsement training opportunities made available to employees by base or location so that employees may signify their desire to receive such training. Such bulletins shall be posted at least fourteen (14) calendar days prior to any training being offered, or when such training is confirmed by the Training Department. A copy of all bulletins shall be sent by e-mail to the Local Chief Shop Steward.
- 32.03 Selection of candidates for training needs shall be based on the following criteria and in accordance with Air Transat M.P.M., in this order:
1. Employee holding a Company licence (ACA);
 2. Employee holding an A.M.E. licence from Transport Canada (M2 or E category);

3. Employee who has passed all exams toward the obtaining of a licence from **Transport Canada (M2 or E category)**;
 4. **An employee in the relevant classification.**
- 32.03.01 Candidates shall be selected on the basis of the operational requirements **per base and work location (based on classification seniority)** and in consultation with the **Local Chief Shop Steward**.
- 32.03.02 A candidate chosen to attend endorsement training may be subject to a written agreement as detailed in Letter of Agreement No. 5.
- 32.04 **All training requirements shall be handled in accordance with the applicable section(s) of the Air Transat M.P.M.**
- 32.05 Incentives for Education and Professional Training
- 32.05.01 An employee who requests a day off in order to write academic exams and/or **Transport Canada** exams shall be granted this day in its entirety and at his own expense, except when his work schedule includes one or more regular days off during Monday to Friday and he requests a day off to write exams from **Transport Canada**.
- 32.05.02 The employee shall have the option of using hours from his time bank, as per Article 23.05, or of taking a day of vacation or a day at his own expense.
- 32.05.02.1 The employee shall request time off no later than one week before the date of the exam.
- 32.05.02.2 The employee must be able to justify his registration in courses and/or exams as well as the dates of these exams.
- 33.0 **DURATION OF COLLECTIVE AGREEMENT**
- 33.01 The present Collective Agreement is effective on the date of ratification and remains in effect until April 30, **2016**.
- 33.02 As of April 30, **2016**, the present Collective Agreement continues to remain binding from year to year, unless there is notification in writing by either party of its wish to modify the Agreement. This notification shall be submitted within the one hundred and twenty (120) days preceding the Collective Agreement's expiry date. In the event of such notification, the Collective Agreement shall remain in full force and effect for the duration of negotiations for a new Collective Agreement.
- 33.03 Given the procedure provided by this Collective Agreement and the requirements of the *Canada Labour Code* for the purpose of settling disputes, the Union agrees that there shall be no strike and the Company agrees that there shall be no lockout for the duration of the Collective Agreement.

- 33.04 All clauses and provisions of this Agreement are subject to present and future legislation. However, should a clause in this Agreement be nullified by a present or future law, this invalidation shall not nullify other clauses of this Agreement, which shall remain in full force and effect.
- 33.05 The appendices and letters of **agreement** appended to this Agreement are an integral part of the Collective Agreement.

In witness whereof, the parties hereto have signed, in Montreal, this ____ day of ____, 2013.

For Air Transat A.T. Inc.

For the International Association of Machinists
and Aerospace Workers

John Dacoulis
Vice President, Technical Operations

Steven St-Arnaud
Negotiations Committee Member

Bernard Nadeau
Manager, Maintenance, Montreal

Herb Reiner
Negotiations Committee Member

Wayne Hrynyk
Manager, Maintenance, Toronto

Mathieu Miller
Negotiations Committee Member

John Cusworth
Manager, Maintenance, Vancouver

Yves Constantin
Negotiations Committee Member

Jean-François Lemay
Vice President, Human Resources

Sébastien Auger
Negotiations Committee Member

Julie Bélanger
Senior Director, Human Resources

Georges Bujold
General Chairperson, Eastern Region
District 140, IAMAW

Stéphanie Roch
Director, Labour Relations

APPENDIX I

EXAMPLES OF TIME SHEETS

The examples in the following pages have been inserted to show the calculation of regular time, overtime, double time, shift premiums and missed rest compensation. They cover some of the scenarios that may be typically encountered by members covered by this Collective Agreement.

In each example, it is assumed that, for the purposes of calculating the missed rest compensation, the employee was not granted a rest period.



TIMESHEET / FEUILLE DE TEMPS

NAME/NOM _____ DEPT/SERVICE _____ POSITION/FONCTION _____ TEAM/ÉQUIPE _____

NO. EMPL. _____ BASE _____ MONTH/MOIS _____ SHIFT/HORAIRE **5 x 2**

DAY / JOUR	DATE	HOURS WORKED HEURES TRAVAILLÉES		R/T	O/T	D/T	MRC	PCFD	SUPV	FUEL	SHIFT	IRR	SHW	TIME BANK	REASON	A/C	INIT.	INIT.
				T/R	T/M	T/D	PRM	LHP	INTERIM	TANK RÉS. CARB.	PR QUART	SHIFT PR QUART IRR	JFT	BANQUE DE TEMPS	(OVERTIME ONLY HEURES SUPPLÉMENTAIRES SEULEMENT)	REG	EMPL.	SUPER.
1		06:00	14:00	8:00														
2		06:00	23:00	8:00	9:00		3:00				17:00							
3		09:00	14:00	5:00														
4		06:00	14:00	8:00														
5		06:00	14:00	8:00														
6																		
7																		
8																		
9																		
		TOTAL		(37:00) 40:00	9:00		3:00				17:00							

EXAMPLE A
Employee is on regular shift:
06:00 – 14:00
(Ref.: Article 22.06.06)

R/T – T/R : REGULAR TIME / TEMPS RÉGULIER
 O/T – T/M: OVERTIME / TEMPS MAJORÉ
 D/T – T/D: DOUBLE TIME / TEMPS DOUBLE
 MRC / PRM: MISSED REST COMPENSATION / PRIME DE REPOS MANQUÉ
 SHIFT PR QUART: SHIFT PREMIUM / PRIME DE QUART /
 IRR SHIFT PR QUART IRR: IRREGULAR SHIFT PREMIUM / PRIME DE QUART IRRÉGULIER
 SUP. INTERIM: INTERIM SUPERVISOR PREMIUM / PRIME SUPERVISEUR PAR INTÉRIM
 SHW / JFT: STATUTORY HOLIDAY WORKED / JOUR FÉRIÉ TRAVAILLÉ
 A/C REG: AIRCRAFT REGISTRATION / IMMATRICULATION

APPROVAL / APPROBATION

Manager / Gérant (init.)

Director / Directeur: _____

END. SPEC: SPECIAL ENDORSEMENT / ENDOSSEMENT SPÉCIAL
 \$25.00 (MAXIMUM ONCE A MONTH) / 25,00 \$ (MAXIMUM 1FOIS PAR MOIS)



TIMESHEET / FEUILLE DE TEMPS

NAME/NOM _____ DEPT/SERVICE _____ POSITION/FONCTION _____ TEAM/ÉQUIPE _____

NO. EMPL. _____ BASE _____ MONTH/MOIS _____ SHIFT/HORAIRE 5 x 2

JOUR / DAY	DATE	HOURS WORKED / HEURES TRAVAILLÉES		R/T / T/R	O/T / T/M	D/T / T/D	MRC / PRM	PCFD LHP HRS	SUP INTERIM HRS	FUEL TANK	PR QUART SHIFT PR	PR QUART IRR SHIFT	JFT SHW	TIME BANK BANQUE DE TEMPS	REASON RAISON (OVERTIME ONLY HEURES SUPPLÉMENTAIRES SEULEMENT)	A/C REG	INIT. EEMPL.	INIT. SUPER.
		1	1	06:00	14:00	8:00												
2	2	06:00	10:00	4:00														
3	2	13:00	00:00	4:00	7.00										Split shift on day 2.			
4	3	—	—		①										My rest period extends into my normal shift on day 3.			
5	4	06:00	11:00	5:00														
6	4	18:00	22:00	3:00	1:00		2:00 ②								I applied MRC to greatest rest period.			
7	5	06:00	14:00	8:00														
8																		
9																		
		TOTAL		(30:00) 40:00	8:00		2:00											

EXAMPLE B
Employee is on regular shift: 06:00 – 14:00
 ① Employee doesn't need to report to work when 4 hours or less remain in his shift.
 Ref.: Article 22.06.05
 ② Ref.: Article 22.06.06.2

R/T – T/R : REGULAR TIME / TEMPS RÉGULIER
 O/T – T/M: OVERTIME / TEMPS MAJORÉ
 D/T – T/D: DOUBLE TIME / TEMPS DOUBLE
 MRC / PRM: MISSED REST COMPENSATION / PRIME DE REPOS MANQUÉ
 SHIFT PR QUART: SHIFT PREMIUM / PRIME DE QUART /
 IRR SHIFT PR QUART IRR: IRREGULAR SHIFT PREMIUM / PRIME DE QUART IRRÉGULIER
 SUP. INTERIM: INTERIM SUPERVISOR PREMIUM / PRIME SUPERVISEUR PAR INTÉRIM
 SHW / JFT: STATUTORY HOLIDAY WORKED / JOUR FÉRIÉ TRAVAILLÉ
 A/C REG: AIRCRAFT REGISTRATION / IMMATRICULATION

END. SPEC: SPECIAL ENDORSEMENT / ENDOSSEMENT SPÉCIAL
 \$25.00 (MAXIMUM ONCE A MONTH) / 25,00 \$ (MAXIMUM 1FOIS PAR MOIS)

APPROVAL / APPROBATION

Manager / Gérant (init.)

Director / Directeur: _____

TIMESHEET / FEUILLE DE TEMPS

NAME/NOM _____ DEPT/SERVICE _____ POSITION/FONCTION _____ TEAM/ÉQUIPE _____

NO. EMPL. _____ BASE _____ MONTH/MOIS _____ SHIFT/HORAIRE 5 x 2

JOUR / DAY	DATE	HOURS WORKED HEURES TRAVAILLÉES		R/T T/R	O/T T/M	D/T T/D	MRC PRM	PCFD LHP HRS	SUP INTERIM HRS	FUEL TANK	PR QUART SHIFT PR	PR QUART IRR SHIFT	JFT SHW	TIME BANK BANQUE DE TEMPS	REASON RAISON (OVERTIME ONLY HEURES SUPPLÉMENTAIRES SEULEMENT)	A/C REG	INIT. EMPL.	INIT. SUPER.
1	1	06:00	14:00	8:00														
2	2	06:00	14:00	8:00														
3	3	06:00	14:00	8:00														
4	4	06:00	14:00	8:00														
5	5	06:00	14:00	8:00														
6	5	18:00	00:00		6:00		6:00 ①				6:00				6 hours of MRC due hours missing from my rest period.			
7	6	00:00	21:00		4:00	17:00	10:00 ①				21:00				10 hours of MRC due on continuous duty more than 24 hours.			
8	7	07:00	11:00			4:00	1:00 ②								1 hour of MRC due to 3:1 ratio after 27 hours at end of day 6. Recalled to work on day 7.			
9																		
		TOTAL		40:00	10:00	21:00	17:00				27:00							

EXAMPLE C
Employee is recalled to work after his last day of work.
 ① Ref.: Article 22.06.06.2
 ② Ref.: Article 22.06.04.2

R/T – T/R : REGULAR TIME / TEMPS RÉGULIER
 O/T – T/M: OVERTIME / TEMPS MAJORÉ
 D/T – T/D: DOUBLE TIME / TEMPS DOUBLE
 MRC / PRM: MISSED REST COMPENSATION / PRIME DE REPOS MANQUÉ
 SHIFT PR QUART: SHIFT PREMIUM / PRIME DE QUART /
 IRR SHIFT PR QUART IRR: IRREGULAR SHIFT PREMIUM / PRIME DE QUART IRRÉGULIER
 SUP. INTERIM: INTERIM SUPERVISOR PREMIUM / PRIME SUPERVISEUR PAR INTÉRIM
 SHW / JFT: STATUTORY HOLIDAY WORKED / JOUR FÉRIÉ TRAVAILLÉ
 A/C REG: AIRCRAFT REGISTRATION / IMMATRICULATION

APPROVAL / APPROBATION

Manager / Gérant (init.)

Director / Directeur: _____

END. SPEC: SPECIAL ENDORSEMENT / ENDOSSEMENT SPÉCIAL
 \$25.00 (MAXIMUM ONCE A MONTH) / 25,00 \$ (MAXIMUM 1FOIS PAR MOIS)



TIMESHEET / FEUILLE DE TEMPS

NAME/NOM _____ DEPT/SERVICE _____ POSITION/FONCTION _____ TEAM/ÉQUIPE _____

NO. EMPL. _____ BASE _____ MONTH/MOIS _____ SHIFT/HORAIRE 5 x 2

JOUR / DAY	DATE	HOURS WORKED / HEURES TRAVAILLÉES		R/T / T/R	O/T / T/M	D/T / T/D	MRC / PRM	PCFD / LHP / HRS	SUP / INTERIM / HRS	FUEL / TANK	PR / QUART / SHIFT / PR	PR / QUART / IRR / SHIFT / PR	JFT / SHW	TIME BANK / BANQUE DE TEMPS	REASON / RAISON / (OVERTIME ONLY / HEURES SUPPLÉMENTAIRES SEULEMENT)	A/C / REG	INIT. / EMPL.	INIT. / SUPER.
		1	1	10:00	18:00	8:00												
2	2	10:30	18:30	8:00														
3	3	06:00	14:30	8:00	00:30													
4	3	18:30	22:30		04:00													
5	4	04:00	09:30	5:30			4:30 ①								I applied MRC to greatest rest period (between 22:30 and 04:00).			
6	5	10:00	18:00	8:00														
7	6	08:00	17:00		8:00	1:00									Worked on scheduled day off.			
8																		
9																		
TOTAL				(37:30)														
				40:00	12:30	1:00	4:30											

EXAMPLE D
Employee has different start times
 ① Ref.: Article 22.06.06.2

R/T – T/R : REGULAR TIME / TEMPS RÉGULIER
 O/T – T/M: OVERTIME / TEMPS MAJORÉ
 D/T – T/D: DOUBLE TIME / TEMPS DOUBLE
 MRC / PRM: MISSED REST COMPENSATION / PRIME DE REPOS MANQUÉ
 SHIFT PR QUART: SHIFT PREMIUM / PRIME DE QUART /
 IRR SHIFT PR QUART IRR: IRREGULAR SHIFT PREMIUM / PRIME DE QUART IRRÉGULIER
 SUP. INTERIM: INTERIM SUPERVISOR PREMIUM / PRIME SUPERVISEUR PAR INTÉRIM
 SHW / JFT: STATUTORY HOLIDAY WORKED / JOUR FÉRIÉ TRAVAILLÉ
 A/C REG: AIRCRAFT REGISTRATION / IMMATRICULATION

END. SPEC: SPECIAL ENDORSEMENT / ENDOSSEMENT SPÉCIAL
 \$25.00 (MAXIMUM ONCE A MONTH) / 25,00 \$ (MAXIMUM 1FOIS PAR MOIS)

APPROVAL / APPROBATION

Manager / Gérant (init.)

Director / Directeur: _____

TIMESHEET / FEUILLE DE TEMPS

NAME/NOM _____ DEPT/SERVICE _____ POSITION/FONCTION _____ TEAM/ÉQUIPE _____

NO. EMPL. _____ BASE _____ SHIFT/HORAIRE **4 x 3**

EXAMPLE E
 ❶ Ref.: Article 22.06.06.2
 ❷ Possible MRC between day 7 and day 1 of next work cycle

JOUR / DAY	DATE	HOURS WORKED / HEURES TRAVAILLÉES		R/T	O/T	D/T	MRC	TIME BANK / BANQUE DE TEMPS	REASON / RAISON (OVERTIME ONLY / HEURES SUPPLÉMENTAIRES SEULEMENT)	A/C REG	INIT. EEMPL.	INIT. SUPER.
				T/R	T/M	T/D	PRM					
1	1	12:00	22:00	10:00								
2	2	04:00	09:00	5:00			4:00 ❶		Missing hours between 22:00 – 04:00.			
3	2	18:00	04:00	5:00	5:00							
4	3	15:00	04:00	10:00	3:00							
5	4	13:00	23:00	10:00			1:00 ❶		Missing hours between 04:00 – 13:00.			
6	5	03:00	09:00		2:00	4:00	6:00 ❶		Missing hours between 23:00 – 03:00.			
7	5	16:00	21:00			5:00	3:00 ❶		Missing hours between 09:00 – 16:00 (least penalizing) on split shift.			
8	6	03:00	09:00			6:00						
9	7	03:00	11:00			8:00						
10	7	16:00	02:00			10:00	5:00 ❶		Missing hours between 11:00 – 16:00.			
		TOTAL		40:00	10:00	33:00	19:00 ❷					

R/T – T/R : REGULAR TIME / TEMPS RÉGULIER
 O/T – T/M: OVERTIME / TEMPS MAJORÉ
 D/T – T/D: DOUBLE TIME / TEMPS DOUBLE
 MRC / PRM: MISSED REST COMPENSATION / PRIME DE REPOS MANQUÉ
 SHIFT PR QUART: SHIFT PREMIUM / PRIME DE QUART /
 IRR SHIFT PR QUART IRR: IRREGULAR SHIFT PREMIUM / PRIME DE QUART IRRÉGULIER
 SUP. INTERIM: INTERIM SUPERVISOR PREMIUM / PRIME SUPERVISEUR PAR INTÉRIM
 SHW / JFT: STATUTORY HOLIDAY WORKED / JOUR FÉRIÉ TRAVAILLÉ
 A/C REG: AIRCRAFT REGISTRATION / IMMATRICULATION

APPROVAL / APPROBATION

Manager / Gérant (init.)

Director / Directeur: _____

END. SPEC: SPECIAL ENDORSEMENT / ENDOSSEMENT SPÉCIAL
 \$25.00 (MAXIMUM ONCE A MONTH) / 25,00 \$ (MAXIMUM 1FOIS PAR MOIS)

LETTER OF AGREEMENT NO. 1

Multi-Sector Pension Plan

1. In this Agreement, the terms shall have the meanings as described:

(a) "Plan" means the Multi-Sector Pension Plan

(b) "Applicable Wages" means the basic straight time wages for all hours worked and, in addition:

i) the straight time component of hours worked on a holiday; and

ii) holiday pay, for the hours not worked; and

iii) vacation pay; and

iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay that an Employee is permitted to receive in cash despite not having been absent from the workplace.

All other payments, premiums, allowances and similar payments are excluded.

(c) "Eligible Employee" means all employees in the bargaining unit who have completed six (6) months of employment with the Employer.

2. Commencing July 8, 2012, each Eligible Employee shall contribute for each pay period an amount equal to 3.5% of Applicable Wages to the Plan. For each pay period, the Employer shall contribute to the Plan on behalf of each Eligible Employee an amount equal to 3.5% of Applicable Wages to the Plan.

As of January 1, 2013: 4% Employer and Employee

As of January 1, 2015: 5% Employer and Employee

3. Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and the *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

(a) To be provided at Plan commencement:

- date of hire;
- date of birth;
- Social Insurance Number;
- date of first contribution;
- seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);
- gender.

(b) To be provided with each remittance:

- name;
- Social Insurance Number;
- monthly remittance;
- pensionable earnings;
- year-to-date contributions;
- Employer portion of arrears owing due to error, or late enrolment by Employer.

(c) To be provided initially and as status changes:

- full address;
- termination date where applicable (MM/DD/YY);
- marital status, and any change to marital status;
- date of death (if applicable).

(d) To be provided annually but no later than December 31

- current complete address listing for all Eligible Employees;
- period(s) of absence due to illness or disability, including WSBC, WSIB and CSST (while Employee retains seniority);
- period(s) of lay-off, while subject to recall;
- period(s) of absence for pregnancy or parental leave;
- period(s) of strike or lockout;
- other leaves of absence;
- hours worked by employees covered by the collective agreement who are not yet Eligible Employees, in the month and cumulatively since their date of hire.

5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time.

ADDENDUM

The Union acknowledges and agrees that other than making its contributions to the plan, as set out in this Agreement, the Employer shall not be obligated to contribute towards the cost of benefits provided by the plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the plan exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the plan were a defined contribution plan.

In witness whereof, the parties hereto have signed, in Montréal, this ____ day of ____, 2012.

For Air Transat

For the International Association of Machinists
and Aerospace Workers

John Dacoulis
Vice President, Technical Operations

Steven St-Arnaud

Bernard Nadeau
Manager, Maintenance, Montreal

Herb Reiner

Wayne Hrynyk
Manager, Maintenance, Toronto

Mathieu Miller

John Cusworth
Manager, Maintenance, Vancouver

Yves Constantin

Jean-François Lemay
Vice-President, Human Resources
And Talent Management

Sébastien Auger

Julie Bélanger
Senior Director, Human Resources

Georges Bujold

Stéphanie Roch
Director, Labour Relations

LETTER OF AGREEMENT NO. 2

Participation in the *Fonds de solidarité* of the F.T.Q.
(Québec Federation of Labour)

Conditional to Letter of Agreement **no. 1**, the employer agrees to deposit in the *Fonds de solidarité*, in the name of each participating employee and for each calendar year, an amount of money equal to that contributed by the employee, on the following basis:

- One dollar (\$1) deposited by the employer for each dollar (\$1) contributed by the employee, up to a maximum **annual contribution of the employer** of two hundred and fifty dollars (\$250), i.e., **a maximum of nine dollars and sixty-two cents (\$9.62) per pay period.**
- Once a year, an employee may modify the amount of his deposits or stop contributing by forwarding a written notice to this effect to the *Fonds* and to the employer.
- This system is voluntary for all employees.
- This system does not affect the system of deducting income tax at source, currently in effect.

It is understood that the Employer's contribution to the Multi-Sector Pension Plan (MSPP) will be reduced by the amount which the employee will have chosen to contribute to the *Fonds de solidarité* of the F.T.Q. (up to the maximum of 250\$).

In the event that, following an agreement between the IAMAW and the F.T.Q., the F.T.Q. agrees to withdraw the employees' and Air Transat's obligation to contribute to the "Fonds", the Employer commits to paying the totality of the contribution to the MSPP, pursuant to Letter of Agreement no. 1.

In witness whereof, the parties hereto have signed, in Montréal, this ____ day of _____ 2013.

Pour Air Transat

For the International Association of Machinists
and Aerospace Workers

John Dacoulis
Vice-President, Technical Operations

Steven St-Arnaud

Bernard Nadeau
Manager, Maintenance, Montreal

Herb Reiner

Wayne Hrynyk
Manager, Maintenance, Toronto

Mathieu Miller

John Cusworth
Manager, Maintenance, Vancouver

Yves Constantin

Jean-François Lemay
Vice-President, Human Resources
and Talent Management

Sébastien Auger

Julie Bélanger
Senior Director, Human Resources

Georges Bujold

Stéphanie Roch
Director, Labour Relations

LETTER OF AGREEMENT NO. 3

Fuel Tank Entry

Maintenance personnel may be called upon to carry out tasks to be performed in fuel tanks. To provide some form of compensation for these workers who risk their health when working in a fuel tank, the following rates and conditions have been established:

- Employees who must enter a fuel tank to perform two (2) hours of work or more shall be granted a premium of fifty dollars (\$50.00) per day.
- The maximum number of days per month for work in fuel tanks shall not exceed ten (10) days.
- Due to the health hazard involved in working in a fuel tank, the Company shall provide the following for employees performing this type of work:
 - A two (2) day training course that includes confined space simulation training including practice of emergency procedure CPR in the simulated environment.
 - Some form of health monitoring program, i.e., periodic blood tests or medical examinations. (Note: This should be optional for the employee involved.)
 - All tools required to perform work in fuel tanks shall be inspected, repaired and/or calibrated in order to meet or exceed all required safety standards for this type of work.
 - A CPR course shall be given to employees who are required to work in fuel tanks.

In witness whereof, the parties hereto have signed, in Montréal, this _____ day of _____ 2007.

For Air Transat

For the International Association of Machinists
and Aerospace Workers

M. Dilolo

Y. Constantin

S. Viens

M. Miller

J. Dacoulis

M. Pelot

M. Noreau

R. Manzini

J-F. Lemay

S. Auger

LETTER OF AGREEMENT NO. 4

Training for Aircraft Maintenance Technicians

In accordance with Article 9 of Bill 90 promoting workforce training, the parties recognize the implementation of a training program for maintenance personnel.

PURPOSE:

1. To maintain an employee's qualification level on one or more types of aircraft.
2. To modify an employee's qualification level for certification purposes, according to the Company's operational needs.

TYPES OF TRAINING:

1. Initial qualification course including the following stages of training:
 - a) Theoretical course on the ground;
 - b) Training on a simulator.
2. Requalification course on a periodic basis.

DETAILS:

The training may be given in different training schools inside as well as outside Quebec, depending on the location of the service providers.

The contents of the training courses as well as the required hours of training are determined by Air Transat, in accordance with the requirements of Transport Canada.

Training fees may include, but are not limited to, the rental of training rooms and simulators, the purchase or rental of software, equipment expenses, the cost of the course, and transportation, lodging and meal costs.

In witness whereof, the parties hereto have signed, in Montréal, this ____ day of _____ 2007.

For Air Transat

For the International Association of Machinists
and Aerospace Workers

M. Dilolo

Y. Constantin

S. Viens

M. Miller

J. Dacoulis

M. Pelot

M. Noreau

R. Manzini

J-F. Lemay

S. Auger

LETTER OF AGREEMENT NO. 5

Air Transat agrees to provide _____ with a training course entitled
(name of employee)
according to the following terms and conditions:

Air Transat shall pay the total cost of the training, including air transportation, lodging, allowances, ground transportation as well as all costs directly related to training. The total cost of this course shall be approximately \$_____. The exact total amount to be disbursed shall be determined and justified by Air Transat, and communicated in writing to the employee once these amounts have been computed.

The employee shall provide a minimum of two (2) years of continuous service at Air Transat, as of the date of completion of the training.

In the event that an employee resigns from Air Transat before the two (2) years of continuous service are completed, this employee authorizes Air Transat to recover a part of the total training costs upon his departure, according to the following formula: The amount shall be divided equally, on a monthly basis, over a period of two (2) years of service; two thirds (2/3) of the amount shall be charged to the first year and the remaining amount shall be charged to the second year.

In the event that the amount of the employee's last pays are less than the amount to be reimbursed, the methods of reimbursement shall be determined by the management of Air Transat A.T. and the employee. The Company shall pay the transportation fees for the purposes of training when the distance to be travelled is over 75 km from the home base.

The above provisions do not apply to employees with ten (10) years or more of service.

Signed on _____

AIR TRANSAT A.T. INC.

EMPLOYEE

Name (block characters)

Name (block characters) and Employee No.

Signature

Signature

UNION

Name (block characters)

Signature

EXAMPLE:

Total cost: \$6,000

First year: $\$6,000 \times \frac{2}{3} = \$4,000$ divided equally over 12 months,
i.e., \$333 per month

Second year : $\$6,000 \times \frac{1}{3} = \$2,000$ divided equally over 12 months,
i.e., \$166 per month

Departure: 9 months after completion of training: $(12-9) \times \$333 =$ \$999
 $+ 12 \times \$166 =$ \$1992
\$2991

LETTER OF AGREEMENT NO. 6

Profit-Sharing Plan (Standard Plan)

The parties recognize the existence of a formal profit-sharing plan for the employees' benefit.

Annually, an employee bonus shall be calculated on the basis of five per cent (5%) of profits before dividends, extraordinary items, bonus for top management and income tax of Air Transat A.T. Inc., for the financial year ending October 31 of each year.

The bonus shall be calculated following the combined audited results of the Company and distributed to the participating employees on the basis of their salaries earned during the reference period.

Employees eligible for the bonus must be employed by the Company at the time the bonus is paid. Employees who, for any reason, are absent at that time shall receive this bonus upon their return to work.

EXAMPLES:

Assuming a total payroll of \$38 million.

1-	Profits of \$7,600,000 before taxes \$7,600,000 x 5% = \$380,000 For a salary of \$25,000 >	\$380,000/\$38,000,000 \$250	>	1%
2-	Profits of \$15,000,000 before taxes \$15,000,000 x 5% = \$750,000 For a salary of \$25,000 >	\$750,000/\$38,000,000 \$493	>	1.97%
3-	Profits of \$20,000,000 before taxes \$20,000,000 x 5% = \$1,000,000 For a salary of \$25,000 >	\$1,000,000/\$38,000,000 \$658	>	2.63%

In the event an employee retires during the year in progress or in the case of a permanent long-term disability without return to work, he shall be entitled to his bonus on the basis of the salary earned during the months he worked in this last year.

Considering that all employees must join the Multi-Sector Pension Plan (MSPP), the bonus payable under the profit-sharing plan is equal to fifty per cent (50%) of the percentage applicable to the standard plan.

The parties agree that the Plan is suspended until April, 30, 2016 and replaced during this period by an incentive compensation formula as defined in Letter of Agreement no. 18.

In witness whereof, the parties hereto have signed, in Montréal, this ____ day of _____ 2013.

FOR AIR TRANSAT A.T. INC.

FOR THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

John Dacoulis

Steven St-Arnaud

Bernard Nadeau

Herb Reiner

Wayne Hrynyk

Mathieu Miller

John Cusworth

Yves Constantin

Jean-François Lemay

Sébastien Auger

Julie Bélanger

Georges Bujold

Stéphanie Roch

LETTER OF AGREEMENT NO. 8

Deferred Payment Plan

The parties agree that, within three (3) months following ratification of the present Collective Agreement, the employer shall take the appropriate measures to implement a differed treatment program, for the purpose of promoting differed payment leave plans.

In witness whereof, the parties hereto have signed, in Montréal, this _____ day of _____ 2007.

For Air Transat

For the International Association of Machinists
and Aerospace Workers

M. Dilolo

Y. Constantin

S. Viens

M. Miller

J. Dacoulis

M. Pelot

M. Noreau

R. Manzini

J-F. Lemay

S. Auger

LETTER OF AGREEMENT NO. 9

Training Committee

The parties agree that, within three (3) months following ratification of the Collective Agreement, the employer shall implement a training committee.

Principle

The parties recognize and encourage the development and training of employees in order to allow them to acquire greater skills, increase their productivity and enhance their access to new functions within the Company.

Mandate

The committee's mandate shall be the following:

- a) Familiarize itself with the training programs, offer advice, discuss difficulties and problems relative to development and training, and recommend modifications, as needed, in relation to technical training under the responsibility of the Vice-President, Training and Engineering.
- b) Act as key people capable of bringing valuable contributions to promoting training.

Joint Committee

- a) The joint committee on training and development is comprised of 2 representatives designated by the Union and of 2 management representatives.
- b) The committee meets three (3) times per year or as needed, at a date that is convenient to both parties. One or the other party calls the meeting.
- c) The committee meets during working hours and union representatives are granted time clearance to participate in these meetings.

In witness whereof, the parties hereto have signed, in Montréal, this ____ day of _____ 2007.

For Air Transat

M. Dilolo

S. Viens

J. Dacoulis

M. Noreau

J-F. Lemay

For the International Association of Machinists
and Aerospace Workers

Y. Constantin

M. Miller

M. Pelot

R. Manzini

S. Auger

LETTER OF AGREEMENT NO. 10

Employee Assistance Program

The parties agree to jointly appoint an employee representative who shall be trained in "effective helping" and capable of referring colleagues facing personal problems.

The content of all training activities for this representative must be approved by the Company beforehand.

In witness whereof, the parties hereto have signed, in Montréal, this _____ day of _____ 2007.

For Air Transat

For the International Association of Machinists
and Aerospace Workers

M. Dilolo

Y. Constantin

S. Viens

M. Miller

J. Dacoulis

M. Pelot

M. Noreau

R. Manzini

J-F. Lemay

S. Auger

LETTER OF AGREEMENT NO. 12

Pension Plan (RRSP)

Considering the introduction of Multi-Sector Pension Plan (MSPP), the employer ceases contributions to the "*Programme Bâti Retraite*".

All amounts earned by employees within the "*Programme Bâti Retraite*" remain in the accounts administered by Standard Life Financial. Employees may continue to make voluntary contributions through payroll deduction.

A new employee may also open an RRSP account to make voluntary contributions through payroll deductions.

In witness whereof, the parties hereto have signed, in Montréal, this ____ day of _____ 2013.

FOR
AIR TRANSAT A.T. INC.

FOR THE
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

John Dacoulis

Steven St-Arnaud

Bernard Nadeau

Herb Reiner

Wayne Hrynyk

Mathieu Miller

John Cusworth

Yves Constantin

Jean-François Lemay

Sébastien Auger

Julie Bélanger

Georges Bujold

Stéphanie Roch

LETTER OF AGREEMENT NO. 13
Non-Punitive Safety Reporting and Investigation Process

(Amending terms and conditions of employment, or any right or privilege of employees)

WHEREAS the Employer and the I.A.M.A.W are in agreement that the prevention of incidents and accidents is a primary objective in the course of operating an airline;

AND WHEREAS the Employer and the I.A.M.A.W agree that the development of a non-punitive, problem-solving approach to incident reporting and the subsequent investigation of safety events is the most effective method of achieving the objectives of increased regulatory compliance and of optimal flight safety;

AND WHEREAS the Employer and the I.A.M.A.W agree that an approach to reporting and investigation of safety events that features legal enforcement and company discipline against employees is detrimental to the objective of obtaining a complete investigation of safety events;

NOW THEREFORE, the Employer and the I.A.M.A.W. agree as follows:

1.0 EVENT REPORTING

Employees shall notify the Flight Safety Department (FSD) by phone, e-mail or fax of a safety event within forty-eight (48) hours of him or her first becoming aware of the event taking place, and shall further submit a written report at the first opportunity, but no later than seven (7) days of first notifying the Employer. However, where circumstances make it impractical to meet such deadlines, the employee shall provide notification and submit a written report as soon as possible thereafter.

When another party submits a report involving an employee, the FSD will invite the employee involved to submit a report as well. If, during the Event Review Committee (ERC) process, it is determined that the employee did not know or could not have known about the event, his or her report will be included in this protocol, provided all other acceptance criteria have been met. If the employee knew or should have known about the event, then the report will not be included in this protocol.

Where a submitting employee seeks impunity, his or her report shall be de-identified by the FSD and sent simultaneously to the ERC members.

2.0 EVENT REVIEW COMMITTEE

2.01 Constitution

The Employer and the I.A.M.A.W. shall establish an Event Review Committee, consisting of one member selected by the I.A.M.A.W., and one member selected by the Employer. Both the representatives of the Association and the Employer shall be familiar with and shall endorse the principles underlying a non-punitive safety reporting and investigation approach. In addition, the representative of management shall not, in the course of his or her normal duties, have any role in the disciplinary process of employees at Air Transat.

2.02 Mandate

The ERC shall study and analyse all safety reports submitted by an employee seeking impunity and determine whether such event qualifies for inclusion in this protocol. If so, it shall be referred to a non-punitive investigation process to be established by the Employer and the I.A.M.A.W.

2.03 Decision process

On the premise that any event giving rise to a report should be submitted to a non-punitive investigation process, the ERC representatives will strive to reach a decision by consensus. In the event of a disagreement amongst members of the ERC, the report shall be referred to a second committee consisting of the I.A.M.A.W. MEC Chairman and the Air Transat President and Chief Executive Officer for adjudication. Should the parties be unable to agree, the report shall be submitted to the Transport Canada Director of Commercial and Business Aviation. Said Director will assign it for adjudication to a minimum level of Chief for whom he holds line authority within the Commercial Business and Aviation Branch.

3.0 EXCLUSION GUIDELINES

Events involving the following actions are excluded from the impunity protocol:

- substance or alcohol abuse [including consumption of a substance contrary to law, wilful consumption of a substance where the individual knows or should reasonably know that his or her professional abilities will be impaired as a result, or where consumption is the result of a disability protected under the *Canadian Human Rights Act* (in which case the individual shall have the full protection of the Act)];
- action of criminal nature;
- deliberate non-compliance with air regulations or any other applicable rogatory requirements;
- non-conformity with provisions of Article 1.0.

4.0 IMPUNITY

4.01 Any commission, omission, or inaction by employees in respect of direct involvement in a safety event that is the subject matter of a report referred to the non-punitive investigative process shall not be the subject of disciplinary proceedings or action in respect of an employee by the Employer. Further, any information subsequently obtained by the Employer in relation to the event through this or any other form of investigation shall not form the basis of disciplinary action of an employee by the Employer.

4.02 If an investigation should reveal that an employee has deliberately left out essential information or supplied erroneous data in his initial report in order that the event in which he is involved qualifies for inclusion in this protocol, the Air Safety Director may expel the employee from the protocol. Shall the employee be expelled, he may be subject to disciplinary proceedings only with regards to the omission or erroneous data of such report and not for the event itself.

5.0 CONFIDENTIALITY

5.01 The Employer shall not disseminate internally or use any detailed or identifying personal information contained in a report except on a need-to-know basis for the purpose of carrying out specific and justifiable employer safety action.

5.02 The Employer shall not disclose to any third party the details of the event or any identifying personal information contained in a report except where required by law.

5.03 The Employer may provide Transport Canada with occasional and general reports on the effectiveness of the program and general information on the subjects which have been dealt with under the program.

6.0 INVESTIGATION

The parties agree that a jointly-administered non-punitive investigative process must be established in order to give effect to the principles underlying this agreement. They therefore agree to enter into discussions to develop the substance of that process for the purposes of its implementation as soon as is practicable.

7.0 COMMITMENT

The parties recognize that the acceptance of the principles of non-punitive safety reporting and investigation by employees is critical to its practical realization, and therefore undertake to take all reasonable measures to inform the employees and managers of this agreement.

In witness whereof, the parties hereto have signed, in Montréal, this ____ day of _____ 2007.

For Air Transat

For the International Association of Machinists
and Aerospace Workers

M. Dilolo

Y. Constantin

S. Viens

M. Miller

J. Dacoulis

M. Pelot

M. Noreau

R. Manzini

J-F. Lemay

S. Auger

LETTER OF AGREEMENT NO. 14

Work Schedules

Classifications: Instructors, Store Clerks, Fleet Specialists, Aircraft Maintenance Planners, Technical Record Controllers, Technical Librarians, Reliability Analysts, Reliability Clerks, Expeditors, and Technical Writers.

The parties agree that, for employees from the above-mentioned classifications, the regular work schedule will be equivalent to thirty-seven and a half (37.5) hours over five (5) working days, with two (2) days off.

All hours worked after thirty-seven and a half (37.5) hours but less than fifty (50) hours will be counted as time and a half, subject to other provisions of the collective agreement.

All hours worked as overtime within the same cycle shall be credited at double time if the first fifty (50) hours have been worked during the week of the cycle.

In witness whereof, the parties hereto have signed, in Montréal, this ____ day of _____ 2007.

For Air Transat

For the International Association of Machinists
and Aerospace Workers

M. Dilolo

Y. Constantin

S. Viens

M. Miller

J. Dacoulis

M. Pelot

M. Noreau

R. Manzini

J-F. Lemay

S. Auger

LETTER OF AGREEMENT NO. 15

Seniority List

The parties agree to produce a separate seniority list for each location (Dorval, Toronto, Vancouver, Calgary, Edmonton and Québec).

In witness whereof, the parties hereto have signed, in Montréal, this ____ day of _____ 2007.

Michael Dilolo
Senior Vice-president
Technical Operations and Customer Service

Yves Constantin

Suzanne Viens
Vice-president, Human Resources

Mathieu Miller

John Dacoulis
Senior Director, Maintenance
and Engineering

Michel Pelot

Michel Noreau
Manager, Labour Relations

Roy Manzini

Jean-François Lemay

Sébastien Auger

AIR TRANSAT A.T. INC.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

LETTER OF AGREEMENT NO. 17

Long-Term Assignments

In order to promote long-term assignments, the company agrees to pay the transportation fees of the employee's dependents according to interline policy and with an airline chosen by Air Transat for all assignments of three (3) consecutive months or more (one pass for each three consecutive months).

In witness whereof, the parties hereto have signed, in Montréal, this _____ day of _____ 2007.

For Air Transat

For the International Association of Machinists
and Aerospace Workers

M. Dilolo

Y. Constantin

S. Viens

M. Miller

J. Dacoulis

M. Pelot

M. Noreau

R. Manzini

J-F. Lemay

S. Auger

LETTER OF AGREEMENT NO. 18
BETWEEN
AIR TRANSAT A.T. INC. (the "Company")
AND
IAMAW, DISTRICT 140 (the "Union")

WHEREAS Transat A.T. Inc.'s financial results;

WHEREAS Transat A.T. must make every effort to quickly return to profitability;

WHEREAS increased competition in the holiday travel industry makes it imperative to reduce operating costs and the costs of producing Transat A.T. products and services to achieve the goal of quickly returning to profitability;

WHEREAS similar proposals will be developed for all business units of Transat A.T. Inc. to protect the company's balance sheet and cash flows and stabilize labour costs;

THE PARTIES HEREBY AGREE ON THE TEMPORARY PROTECTION MEASURES AS FOLLOWS:

- 1) The negotiated salary increases of each of the years 2012, 2013, 2014 and 2015 will not be paid on the scheduled dates;
- 2) This postponement of the salary increases does not apply to the salary scales. The employee receives the applicable hourly rate in accordance with the collective agreement.
- 3) On April 30, 2016 at 23:59, the salary scale provided in the collective agreement will be applicable;
- 4) On November 1, 2012, and in effect until April 30, 2016, an incentive compensation formula based on the adjusted net income is introduced (see Table 1 annexed);
 - a) This incentive compensation formula, based on the adjusted net income as defined in Point 7, will be applicable on the salary earned by each employee for each of the four following periods: November 1, 2012 to October 31, 2013; November 1, 2013 to October 31, 2014; November 1, 2014 to October 31, 2015; November 1, 2015 to April 30, 2016;
 - b) The formula thus has four potential bonus payments corresponding to Transat's 2013 to 2016 fiscal years. The payments would be made on February 15 of years 2014, 2015, 2016 and 2017.

- c) The bonus is paid to eligible employee based on their earned salary during each of the three reference periods stated in the preceding paragraph. Salary earned includes all income except for the contribution and Air Transat participation in the different benefits plan and the bonus paid during the reference periods;
- 5) On June 15, 2016, i.e., 45 days after the collective agreement has expired, each employee who has been employed by Air Transat at any time during the reference periods referred to in Point 4 a) receives a lump sum corresponding to the unreceived percentage salary increases stated in Point 1. This amount is pro-rated according to the employee's service in each of the reference periods.
- 6) This amount will be reduced by the amount(s) that would have been paid based on the incentive compensation formula (bonus) described in Point 4;
- 7) Adjusted Net Income means net profit according to the consolidated financial statements published by Transat A.T., excluding unusual items such as those listed in notes to the financial statements, net of applicable income taxes, according to the methodology used at October 31, 2012 (IFRS);
- 8) Notwithstanding the provisions of Point 1, if during a year the adjusted net income of Transat A.T. is between 0.5% and 0.75%, Air Transat will pay each employee a lump sum equivalent to half the percentage in salary increase provided for in the collective agreement for that same year. In such case, the lump sum provided in Point 5 to be paid on June 15, 2016 to an eligible employee will be reduced accordingly.
- 9) Considering the introduction of the incentive compensation formula, the bonus in the collective agreement is suspended;
- 10) Air Transat will establish with the other bargaining units and non-unionized employee groups, including people in management positions, similar temporary protection measures for a comparable duration. Otherwise, the provisions of this Agreement shall be suspended and salary increases will be paid within thirty (30) days and in accordance with the collective agreement;
- 11) No changes to the terms and conditions of this calculation procedure shall be valid or enforceable unless approved in writing and signed by an authorized representative of each party;
- 12) In the event of a grievance regarding the provisions of this letter of agreement, the arbitrator shall only be of competent jurisdiction to determine whether the employer has violated or contravened the provisions of this letter of agreement. If the arbitrator concludes that there was such a violation or infraction, he/she may not modify the terms of the letter of agreement and must uphold the grievance;

IN WITNESS WHEREOF, we have signed this _____ day of February, 2013.

ON BEHALF OF
TRANSAT A.T.

Jean-Marc Eustache
President and CEO
Transat A.T. Inc.

Allen B. Graham
President and CEO, Air Transat,
and President of Transat Canada

Jean-François Lemay
Vice-President, Human Resources
and Talent Management
Transat A.T. Inc.

ON BEHALF OF
IAMAW

Steven St-Arnaud

Herb Reiner

Mathieu Miller

George Bujold

LETTER OF AGREEMENT NO. 18 - TABLE 1

INCENTIVE COMPENSATION FORMULA BASED ON ADJUSTED NET INCOME

Transat A.T. Inc. Adjusted net income as % of revenues	Threshold 0.75%	Target 1.50%	Maximum 2.75%
Year 1 – end 2013 % of bonus paid	1.75%	3.5%	7.0%
Year 2 – end 2014 % of bonus paid	2.25%	4.5%	9.0%
Year 3 – end 2015 % of bonus paid	2.75%	5.5%	11.0%