

**COLLECTIVE AGREEMENT**

**between**

**AIR TRANSAT A.T. INC.**

**and**

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

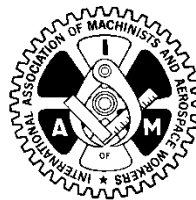
**represented by**

**DISTRICT LODGE 140**

**on behalf of**

**THE MAINTENANCE, STORES PERSONNEL AND CENTRAL BAGGAGE  
AGENTS**

**May 1, 2016 – April 30, 2022**



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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, storekeepers, **and central baggage employees** 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.

**1.01.01 All bases (including sub-bases, and seasonal sub-bases)** within the boundaries of Canada shall be included in this unit for the purpose of staffing, **where employees work, shall be covered by this agreement.**

**1.01.02** Should the Company establish **any new base (including sub-bases, and seasonal sub-bases)**, the Company shall inform the Union in writing at least thirty (30) **calendar days (or less only when circumstances dictate otherwise) prior to establishing such base.**

### 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, technical writers **and central baggage agents**.

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 Committee* - refers to the employees that have negotiated this Collective Agreement, are identified and have signed this Collective Agreement (reference: Articles 27.06.01 and Article 33.0).**
- 1.06.04 *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.
- 1.06.05 *CARs* – means Canadian Aviation Regulations.
- 1.06.06 *Classification* - means a classification as described in Articles 4.04 and 4.05.
- 1.06.07 *Classification Seniority* - means the length of service in the classification, calculated from the date the employee enters the classification.
- 1.06.08 *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.

- 1.06.09**      *Company Service Date* - means the date marking the beginning of continuous employment with the Company.
- 1.06.10**      *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.
- 1.06.11**      **Crew** – means a group of people working together at a particular work location that may be comprised of different or same classifications; that may be identified by a name (Example: Crew ‘A’).
- 1.06.12**      *CPP* – means the Canada Pension Plan.
- 1.06.13**      *Day Off* – means a continuous twenty-four (24) hour period during which an employee is free from all work-related duties.
- 1.06.14**      **Email** - means the email provided to the employee by the Company that the employee must read at the start of each shift (Example: name@airtransat.com).
- 1.06.15**      *Employee* - means any person in the employ of the Company who is in the bargaining unit covered by this Agreement.
- 1.06.16**      *Statutory Holiday* - means a holiday as provided for in Article 10.0.
- 1.06.17**      *Home Base* - means the station in Canada where the employee is permanently assigned.
- 1.06.18**      *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.
- 1.06.19**      *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.

- 1.06.20**      **Main Base – means either Montreal, Toronto or Vancouver.**
- 1.06.21**      *Month* – means a unit of time equal to a calendar month (example: February 15<sup>th</sup> to May 15<sup>th</sup> equals three (3) months).
- 1.06.22**      *Normal Work Week* – means the number of hours and days of work in a week, as further described in Article 22.0 (**the start of the normal work week is not restricted to a particular day of the week**).
- 1.06.23**      *Operational Requirements/Needs* - 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/Needs” 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.
- 1.06.24**      *QPP* – means the Quebec Pension Plan.
- 1.06.25**      *Qualifications* – means a specific licence or rating issued under CARs or by the Company.
- 1.06.26**      *Rest Facility* – means a place of rest such as an employee’s home or a hotel.
- 1.06.27**      *Rest Period* – means an uninterrupted continuous period of time during which an employee is released from all duties or professional responsibilities.
- 1.06.28**      **Seasonal Sub-Base - means a temporary base within the boundaries of Canada.**
- 1.06.29**      *Shift* – means the start and end time of the work day within the work schedule.



- 1.06.30**      *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.
- 1.06.31**      *Split Working Period* – means separate working periods within a twenty-four (24) hour period that are not part of an employee's regular shift.
- 1.06.32**      ***Sub-Base* – means a base that is managed by a specific Main Base. Québec, Calgary and Edmonton are considered as sub-bases.**
- 1.06.33**      *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.
- 1.06.34**      *Uniform* – means all mandatory clothing and accessories defined by the Company, as described in Article 16.0 of this Collective Agreement.
- 1.06.35**      *Voluntary* – means done without compulsion or obligation, without constraint or pressure.
- 1.06.36**      *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.
- 1.06.37**      *Work Location* – means a subdivision of a base according to worksite, such as ramp and hangar.
- 1.06.38**      *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, **and central baggage** 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, **and is not done with the intent to reduce or eliminate any classification, or prevent hiring within a classification (when the volume of work dictates otherwise).**

- 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 **or by email; providing an explanation and justification for the introduction of the new classification.**

- 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) **calendar** 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 **or non-unionized** position.

4.03.02 Managers or **non-unionized employees** may carry out work under the Union's jurisdiction **only** in an unforeseen situation or when circumstances require immediate attention **or no qualified employee is immediately available**. The Local Chief Shop Steward shall be informed in writing **or by email without delay** when this occurs.

#### 4.04 Classifications

##### Group I

##### 4.04.01 Instructor

Comprising those employees who are engaged in training.

##### 4.04.02 Senior Instructor

**In addition to the same tasks, responsibilities and prerequisites of an Instructor, the Senior Instructor also lends his support to the Training Manager to assist in the coordination of work within the Training department and may replace the Training Manager in his absence. The Senior Instructor provides support to the Instructors, through coaching, training and problem solving on work-related issues.**

#### **4.04.03**      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.

#### **4.04.04**      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.

#### **4.04.05**      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.

#### **4.04.06**      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.

**4.04.07**      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.

**4.04.08**      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.

**4.04.09**      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.

**4.04.10**      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.

**4.04.11**      Aircraft Shop Avionics Technician

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

**4.04.12**      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

**4.04.13**      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.

**4.04.14**      Serviceman

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

Group III

**4.04.15**      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.

**4.04.16**      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.

**4.04.17** 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

**4.04.18** Ground Equipment Mechanic

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

Group V

**4.04.19** 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.

**4.04.20**      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.

**4.04.21**      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.

**4.04.22**      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

**4.04.23**      Building Attendant

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

**4.04.24** 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

**4.04.25** 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

**4.04.26** 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

##### **4.04.27** 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

##### **4.04.28** 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.

##### **4.04.29** 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.

##### **4.04.30** 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.

**4.04.31**      Technical Records Controller

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

**4.04.32**      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

**4.04.33**      Reliability Analyst

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

**4.04.34**      Reliability Clerk

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

Group XII

**4.04.35**      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.

**4.04.36** 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.

**4.04.37** Expeditor

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

**4.04.38** 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

#### 4.04.39 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 XIV**

#### 4.04.40 Central Baggage Agent

**Provides support for baggage issues (not limited to lost, delayed, stolen or damaged baggage and other articles) to internal and external customers.**

#### 4.05 Lead Hand

Comprising those employees who have the appropriate licence<sup>1</sup>, the qualifications of their classification and the ability to direct a **crew** of employees.

4.05.01 The lead hand is a working member within his **crew**.

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<sup>1</sup> 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.

4.05.01.1 The lead hand is a premium position (reference Article 4.11.02) and is therefore not to be treated as a classification.

4.05.01.1.1 The lead hand shall be shown on the seniority list (detailed in Article 5.0). This seniority shall only be considered as time accumulated performing duties of a lead hand. This seniority shall be used for the reduction of lead hand positions, implementation of lead hand positions and shift selection when there are two or more lead hands (or acting lead hand(s)) on the same crew (detailed in Article 22.03.05).

4.05.01.1.2 Lead hands may not bump other lead hands.

4.05.01.2 Lead hands are applicable to Trade Groups I, II, III, IV, V, VI and VII.

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

4.05.02.1 The Company may, at its discretion, have lead hands on crews with less than five (5) employees.

4.05.03 Each permanent lead hand shall direct a **crew** 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 per crew	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. **Where the bank has insufficient candidates, the acting lead hand shall be offered in order of Classification Seniority with the required skills.**

4.06 Trade Groups and Classifications

Trade Groups

Classifications

4.06

Trade Groups and Classifications

Trade Groups

Classifications

Group I

Instructor

Process Auditor

Inspector

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**

Interior Mechanic

Serviceman

**Group III**

Certified Structural Repair Technician

Structural Repair Technician

Sheet Metal Worker

**Group IV**

Ground Equipment Mechanic

**Group V**

Storekeeper / Aircraft Parts

Driver / Stores

	Senior Stores Clerk
	Stores Clerk
Group VI	Building Attendant
	Hangar Janitor
Group VII	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
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<b>Group XIV</b>	<b>Central Baggage Agent</b>
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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.

**4.07.01.1 If an employee is promoted or transferred from a classification with a higher salary to a classification with a lower salary,** 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 **promotion or transfer from one classification to another**, experience **relevant to the new classification** gained outside **or inside** the Company shall be recognized for purposes of **establishing an entry salary rank**.
- 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	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/2/2021
1	Level of hiring without training	<b>\$36,072</b>	<b>\$36,793</b>	<b>\$37,529</b>	<b>\$38,280</b>	<b>\$39,045</b>	<b>\$39,631</b>
2	Level of hiring with Secondary School Vocational Diploma or equivalent or military training, or six (6) months at Rank 1	<b>\$38,745</b>	<b>\$39,520</b>	<b>\$40,310</b>	<b>\$41,116</b>	<b>\$41,938</b>	<b>\$42,568</b>
3	Level of hiring with college education or two (2) years of experience, or six (6) months at Rank 2	<b>\$42,752</b>	<b>\$43,607</b>	<b>\$44,479</b>	<b>\$45,369</b>	<b>\$46,276</b>	<b>\$46,970</b>
4	Three (3) years of experience, or six (6) months at Rank 3	<b>\$44,088</b>	<b>\$44,970</b>	<b>\$45,869</b>	<b>\$46,787</b>	<b>\$47,722</b>	<b>\$48,438</b>
5	Four (4) years of experience, or six (6) months at Rank 4	<b>\$47,429</b>	<b>\$48,378</b>	<b>\$49,345</b>	<b>\$50,332</b>	<b>\$51,339</b>	<b>\$52,109</b>
6	Five (5) years of experience, or six (6) months at Rank 5	<b>\$53,441</b>	<b>\$54,510</b>	<b>\$55,600</b>	<b>\$56,712</b>	<b>\$57,846</b>	<b>\$58,714</b>

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

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$56,780	\$57,916	\$59,074	\$60,256	\$61,461	\$62,383
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$60,790	\$62,006	\$63,246	\$64,511	\$65,801	\$66,788
9	Eight (8) years of experience, or twelve (12) months at Rank 8	\$63,462	\$64,732	\$66,026	\$67,347	\$68,694	\$69,724
10	Nine (9) years of experience, or twelve (12) months at Rank 9	\$64,129	\$65,411	\$66,720	\$68,054	\$69,415	\$70,456
11	Twelve (12) months experience at Rank 10	\$66,799	\$68,135	\$69,498	\$70,888	\$72,306	\$73,390

- \* 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	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	M8 or E licence and twelve (12) months at Rank 10, and zero to twelve (0-12) months certifying company aircraft	<b>\$70,141</b>	<b>\$71,543</b>	<b>\$72,974</b>	<b>\$74,434</b>	<b>\$75,922</b>	<b>\$77,061</b>
2	M8 or E licence and twenty-four (24) months or more certifying company aircraft, or twelve (12) months at Rank 1	<b>\$72,146</b>	<b>\$73,589</b>	<b>\$75,061</b>	<b>\$76,562</b>	<b>\$78,093</b>	<b>\$79,264</b>
3	M8 or E licence and thirty-six (36) months or more certifying company aircraft, or twelve (12) months at Rank 2	<b>\$75,485</b>	<b>\$76,995</b>	<b>\$78,535</b>	<b>\$80,105</b>	<b>\$81,707</b>	<b>\$82,933</b>
4	M8 or E licence and forty-eight (48) months or more certifying company aircraft, or twelve (12) months at Rank 3	<b>\$78,157</b>	<b>\$79,720</b>	<b>\$81,314</b>	<b>\$82,941</b>	<b>\$84,599</b>	<b>\$85,868</b>
5	M8 or E licence and sixty (60) months or more certifying company aircraft, or twelve (12) months at Rank 4	<b>\$80,161</b>	<b>\$81,764</b>	<b>\$83,400</b>	<b>\$85,068</b>	<b>\$86,769</b>	<b>\$88,070</b>
6	M8 or E licence and seventy-two (72) months or more certifying company aircraft, or twelve (12) months at Rank 5	<b>\$83,501</b>	<b>\$85,171</b>	<b>\$86,875</b>	<b>\$88,612</b>	<b>\$90,384</b>	<b>\$91,740</b>



C) Inspectors:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1		\$88,505	\$90,275	\$92,081	\$93,922	\$95,801	\$97,238
2	Twelve (12) months at Rank 1	\$90,275	\$92,080	\$93,922	\$95,800	\$97,716	\$99,182

C.1) Instructors:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring with qualifications	\$82,672	\$85,162	\$86,865	\$88,602	\$90,374	\$91,730
2	One (1) year of experience, or twelve (12) months at Rank 1	\$85,177	\$87,290	\$89,036	\$90,817	\$92,633	\$94,023

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C.1.2) Senior Instructors:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1		\$89,436	\$91,655	\$93,488	\$95,358	\$97,265	\$98,724

C.2) Process Auditors:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring with qualifications	\$83,482	\$85,152	\$86,855	\$88,592	\$90,364	\$91,720
2	One (1) year of experience, or twelve (12) months at Rank 1	\$85,910	\$87,628	\$89,381	\$91,169	\$92,992	\$94,387
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$87,629	\$89,382	\$91,169	\$92,993	\$94,853	\$96,275

GROUP II

D) Servicemen:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring without experience	\$29,847	\$30,444	\$31,053	\$31,674	\$32,308	\$32,792
2	One (1) year of experience, or twelve (12) months at Rank 1	\$32,608	\$33,260	\$33,926	\$34,604	\$35,296	\$35,826
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$34,615	\$35,307	\$36,013	\$36,733	\$37,468	\$38,030
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$36,999	\$37,739	\$38,494	\$39,263	\$40,049	\$40,649
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$39,395	\$40,183	\$40,987	\$41,807	\$42,643	\$43,283

E) Interior Mechanics:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring without experience	\$36,072	\$36,793	\$37,529	\$38,280	\$39,045	\$39,631
2	One (1) year of experience, or six (6) months at Rank 1	\$39,412	\$40,200	\$41,004	\$41,824	\$42,661	\$43,301
3	Two (2) years of experience, or six (6) months at Rank 2	\$42,752	\$43,607	\$44,479	\$45,369	\$46,276	\$46,970
4	Three (3) years of experience, or six (6) months at Rank 3	\$46,094	\$47,016	\$47,957	\$48,916	\$49,894	\$50,642
5	Four (4) years of experience, or six (6) months at Rank 4	\$49,432	\$50,421	\$51,430	\$52,458	\$53,507	\$54,310
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$52,773	\$53,828	\$54,905	\$56,003	\$57,123	\$57,980
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$56,114	\$57,236	\$58,381	\$59,548	\$60,739	\$61,650
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$59,453	\$60,642	\$61,855	\$63,092	\$64,354	\$65,319

GROUP III

F) Sheet Metal Workers:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring without experience	\$36,072	\$36,793	\$37,529	\$38,280	\$39,045	\$39,631
2	One (1) year of experience, or twelve (12) months at Rank 1	\$38,745	\$39,520	\$40,310	\$41,116	\$41,938	\$42,568
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$40,750	\$41,565	\$42,396	\$43,244	\$44,109	\$44,771
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$44,088	\$44,970	\$45,869	\$46,787	\$47,722	\$48,438
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$47,429	\$48,378	\$49,345	\$50,332	\$51,339	\$52,109

G) Structural Repair Technicians:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring without experience	\$36,072	\$36,793	\$37,529	\$38,280	\$39,045	\$39,631
2	Level of hiring with College education or military, or six (6) months at Rank 1	\$38,745	\$39,520	\$40,310	\$41,116	\$41,938	\$42,568
3	Two (2) years of experience, or six (6) months at Rank 2	\$42,752	\$43,607	\$44,479	\$45,369	\$46,276	\$46,970
4	Three (3) years of experience, or six (6) months at Rank 3	\$44,088	\$44,970	\$45,869	\$46,787	\$47,722	\$48,438
5	Four (4) years of experience, or six (6) months at Rank 4	\$47,429	\$48,378	\$49,345	\$50,332	\$51,339	\$52,109

6	Five (5) years of experience, or six (6) months at Rank 5	<b>\$53,441</b>	<b>\$54,510</b>	<b>\$55,600</b>	<b>\$56,712</b>	<b>\$57,846</b>	<b>\$58,714</b>
7	Six (6) years of experience, or twelve (12) months at Rank 6	<b>\$56,780</b>	<b>\$57,916</b>	<b>\$59,074</b>	<b>\$60,256</b>	<b>\$61,461</b>	<b>\$62,383</b>
8	Seven (7) years of experience, or twelve (12) months at Rank 7	<b>\$60,790</b>	<b>\$62,006</b>	<b>\$63,246</b>	<b>\$64,511</b>	<b>\$65,801</b>	<b>\$66,788</b>
9	Eight (8) years of experience, or twelve (12) months at Rank 8	<b>\$63,462</b>	<b>\$64,732</b>	<b>\$66,026</b>	<b>\$67,347</b>	<b>\$68,694</b>	<b>\$69,724</b>
10	Nine (9) years of experience, or twelve (12) months at Rank 9	<b>\$64,129</b>	<b>\$65,411</b>	<b>\$66,720</b>	<b>\$68,054</b>	<b>\$69,415</b>	<b>\$70,456</b>
11	Twelve (12) months of experience at Rank 10	<b>\$66,799</b>	<b>\$68,135</b>	<b>\$69,498</b>	<b>\$70,888</b>	<b>\$72,306</b>	<b>\$73,390</b>

\* 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	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	S Licence	\$70,141	\$71,543	\$72,974	\$74,434	\$75,922	\$77,061
2	Level of hiring with College education or military, or six (6) months at Rank 1	\$72,146	\$73,589	\$75,061	\$76,562	\$78,093	\$79,264
3	Twelve (12) months of experience at Rank 2	\$75,485	\$76,995	\$78,535	\$80,105	\$81,707	\$82,933
4	Twelve (12) months of experience at Rank 3	\$78,157	\$79,720	\$81,314	\$82,941	\$84,599	\$85,868
5	Twelve (12) months of experience at Rank 4	\$80,162	\$81,765	\$83,401	\$85,069	\$86,770	\$88,072
6	Twelve (12) months of experience at Rank 5	\$83,501	\$85,171	\$86,875	\$88,612	\$90,384	\$91,740

#### GROUP IV

##### I) Ground Equipment Mechanics:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring without experience	\$36,072	\$36,793	\$37,529	\$38,280	\$39,045	\$39,631
2	One (1) year of experience, or six (6) months at Rank 1	\$38,745	\$39,520	\$40,310	\$41,116	\$41,938	\$42,568
3	Two (2) years of experience, or six (6) months at Rank 2	\$42,752	\$43,607	\$44,479	\$45,369	\$46,276	\$46,970
4	Three (3) years of experience, or six (6) months at Rank 3	\$44,088	\$44,970	\$45,869	\$46,787	\$47,722	\$48,438

5	Four (4) years of experience, or six (6) months at Rank 4	\$47,429	\$48,378	\$49,345	\$50,332	\$51,339	\$52,109
6	Five (5) years of experience, or six (6) months at Rank 5	\$53,441	\$54,510	\$55,600	\$56,712	\$57,846	\$58,714
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$56,780	\$57,916	\$59,074	\$60,256	\$61,461	\$62,383
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$60,790	\$62,006	\$63,246	\$64,511	\$65,801	\$66,788
9	Eight (8) years of experience, or twelve (12) months at Rank 8	\$63,462	\$64,732	\$66,026	\$67,347	\$68,694	\$69,724
10	Nine (9) years of experience, or twelve (12) months at Rank 9	\$64,129	\$65,411	\$66,720	\$68,054	\$69,415	\$70,456
11	<b>Ten (10) years of experience, or twelve (12) months at Rank 10</b>	\$66,799	\$68,135	\$69,498	\$70,888	\$72,306	\$73,390
12	<b>Twelve months at Rank 11</b>	_____	\$70,635	\$72,048	\$73,489	\$74,958	\$76,083

**GROUP V****J) Storekeepers – Aircraft Parts:**

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring without experience	\$29,847	\$30,444	\$31,053	\$31,674	\$32,308	\$32,792
2	One (1) year of experience, or six (6) months at Rank 1	\$32,608	\$33,260	\$33,926	\$34,604	\$35,296	\$35,826
3	Two (2) years of experience, or six (6) months at Rank 2	\$34,781	\$35,476	\$36,186	\$36,910	\$37,648	\$38,212
4	Three (3) years of experience, or six (6) months at Rank 3	\$37,246	\$37,991	\$38,751	\$39,526	\$40,316	\$40,921
5	Four (4) years of experience, or six (6) months at Rank 4	\$39,714	\$40,508	\$41,319	\$42,145	\$42,988	\$43,633
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$42,180	\$43,024	\$43,884	\$44,762	\$45,657	\$46,342
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$44,646	\$45,539	\$46,450	\$47,379	\$48,327	\$49,052
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$47,114	\$48,056	\$49,017	\$49,997	\$50,997	\$51,762
9	Twelve (12) months at Rank 8	\$49,432	\$50,421	\$51,430	\$52,458	\$53,507	\$54,310



K) Drivers - Stores:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring without experience	\$28,808	\$29,385	\$29,972	\$30,572	\$31,183	\$31,651
2	One (1) year of experience, or twelve (12) months at Rank 1	\$30,247	\$30,852	\$31,469	\$32,098	\$32,740	\$33,231
3	Two (2) years of experience, or six (6) months at Rank 2	\$31,760	\$32,395	\$33,043	\$33,704	\$34,378	\$34,894
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$33,348	\$34,015	\$34,696	\$35,390	\$36,097	\$36,639
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$35,014	\$35,715	\$36,429	\$37,157	\$37,901	\$38,469
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$36,765	\$37,501	\$38,251	\$39,016	\$39,796	\$40,393
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$38,605	\$39,377	\$40,164	\$40,967	\$41,787	\$42,414

L) Senior Clerks - Stores:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring	\$42,088	\$42,930	\$43,788	\$44,664	\$45,557	\$46,241

L.1) Clerks - Stores:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring	\$27,558	\$28,109	\$28,671	\$29,244	\$29,829	\$30,277
2	One (1) year of experience, or twelve (12) months at Rank 1	\$28,809	\$29,386	\$29,973	\$30,573	\$31,184	\$31,652
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$30,062	\$30,663	\$31,277	\$31,902	\$32,540	\$33,028
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$31,315	\$31,941	\$32,580	\$33,232	\$33,896	\$34,405
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$32,568	\$33,219	\$33,884	\$34,561	\$35,252	\$35,781
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$34,447	\$35,135	\$35,838	\$36,555	\$37,286	\$37,845
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$36,326	\$37,053	\$37,794	\$38,550	\$39,321	\$39,910
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$40,084	\$40,885	\$41,703	\$42,537	\$43,388	\$44,039

GROUP VI

M) Building Attendants:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring	\$29,847	\$32,301	\$32,947	\$33,606	\$34,278	\$34,793
2	Twelve (12) months at Rank 1	\$32,608	\$35,208	\$35,913	\$36,631	\$37,364	\$37,924
3	Twelve (12) months at Rank 2	\$33,950	\$36,616	\$37,349	\$38,096	\$38,858	\$39,441
4	<b>Twelve (12) months at Rank 3</b>	—	\$38,081	\$38,843	\$39,620	\$40,412	\$41,019

N) Building Attendants - Hangar:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring	\$29,847	\$32,301	\$32,947	\$33,606	\$34,278	\$34,793
2	Twelve (12) months at Rank 1	\$32,608	\$35,208	\$35,913	\$36,631	\$37,364	\$37,924
3	Twelve (12) months at Rank 2	\$33,950	\$36,616	\$37,349	\$38,096	\$38,858	\$39,441
4	<b>Twelve (12) months at Rank 3</b>	—	\$38,081	\$38,843	\$39,620	\$40,412	\$41,019

GROUP VII

O) Aircraft Towing Servicemen:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Hiring level with up to one (1) year of experience and with a valid D licence	\$36,476	\$37,206	\$37,950	\$38,709	\$39,483	\$40,075
2	One (1) year of experience or twelve (12) months at Rank 1	\$39,081	\$39,862	\$40,659	\$41,473	\$42,302	\$42,937
3	Twelve (12) months at Rank 2	\$41,687	\$42,521	\$43,371	\$44,239	\$45,123	\$45,800
4	Twelve (12) months at Rank 3	—	\$45,496	\$46,406	\$47,334	\$48,281	\$49,005
5	Twelve (12) months at Rank 4	—	\$48,681	\$49,654	\$50,648	\$51,660	\$52,435
6	Twelve (12) months at Rank 5	—	\$50,777	\$51,793	\$52,829	\$53,885	\$54,694

GROUP VIII

P) Data Entry Clerks:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring	\$30,063	\$30,664	\$31,278	\$31,903	\$32,541	\$33,030
2	One (1) year of experience, or twelve (12) months at Rank 1	\$32,568	\$33,219	\$33,884	\$34,561	\$35,252	\$35,781
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$34,579	\$35,271	\$35,976	\$36,696	\$37,430	\$37,991
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$36,614	\$37,346	\$38,093	\$38,855	\$39,632	\$40,226
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$38,649	\$39,422	\$40,211	\$41,015	\$41,835	\$42,463
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$40,683	\$41,496	\$42,326	\$43,173	\$44,036	\$44,697
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$42,717	\$43,571	\$44,443	\$45,332	\$46,238	\$46,932
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$44,749	\$45,644	\$46,557	\$47,488	\$48,438	\$49,165

GROUP IX

Q) Fleet Specialists:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring with college education in aircraft maintenance	\$55,115	\$56,218	\$57,342	\$58,489	\$59,659	\$60,553
2	One (1) year of experience, or twelve (12) months at Rank 1	\$57,691	\$58,845	\$60,022	\$61,223	\$62,447	\$63,384
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$59,711	\$60,906	\$62,124	\$63,366	\$64,633	\$65,603
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$61,800	\$63,036	\$64,296	\$65,582	\$66,894	\$67,897
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$63,962	\$65,241	\$66,546	\$67,877	\$69,234	\$70,273
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$66,201	\$67,525	\$68,875	\$70,253	\$71,658	\$72,732
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$68,517	\$69,888	\$71,285	\$72,711	\$74,165	\$75,278
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$70,914	\$72,332	\$73,779	\$75,254	\$76,759	\$77,911
9	Eight (8) years of experience, or twelve (12) months at Rank 8	\$73,396	\$74,864	\$76,361	\$77,888	\$79,446	\$80,637
10	Nine (9) years of experience, or twelve (12) months at Rank 9	\$75,964	\$77,483	\$79,032	\$80,613	\$82,225	\$83,459

GROUP X

R) Senior Aircraft Maintenance Planners:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1		\$63,219	\$64,483	\$65,773	\$67,088	\$68,430	\$69,456

R.1) Aircraft Maintenance Planners:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring with college education in aircraft maintenance	\$37,578	\$38,330	\$39,096	\$39,878	\$40,676	\$41,286
2	One (1) year of experience, or twelve (12) months at Rank 1	\$39,019	\$39,799	\$40,595	\$41,407	\$42,235	\$42,869
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$41,198	\$42,022	\$42,863	\$43,720	\$44,594	\$45,263
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$43,498	\$44,368	\$45,256	\$46,161	\$47,084	\$47,790
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$45,924	\$46,843	\$47,780	\$48,735	\$49,710	\$50,455
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$48,484	\$49,453	\$50,443	\$51,451	\$52,480	\$53,268
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$51,185	\$52,208	\$53,252	\$54,317	\$55,404	\$56,235

8	Seven (7) years of experience, or twelve (12) months at Rank 7	<b>\$54,033</b>	<b>\$55,113</b>	<b>\$56,216</b>	<b>\$57,340</b>	<b>\$58,487</b>	<b>\$59,364</b>
9	Eight (8) years of experience, or twelve (12) months at Rank 8	<b>\$57,039</b>	<b>\$58,179</b>	<b>\$59,343</b>	<b>\$60,530</b>	<b>\$61,740</b>	<b>\$62,666</b>
10	Nine (9) years of experience, or twelve (12) months at Rank 9	<b>\$60,208</b>	<b>\$61,413</b>	<b>\$62,641</b>	<b>\$63,894</b>	<b>\$65,172</b>	<b>\$66,149</b>

S) Senior Technical Records Controllers:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1		<b>\$46,987</b>	<b>\$52,126</b>	<b>\$53,169</b>	<b>\$54,232</b>	<b>\$55,317</b>	<b>\$56,147</b>

S.1) Technical Records Controllers:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring	<b>\$30,063</b>	<b>\$30,664</b>	<b>\$31,278</b>	<b>\$31,903</b>	<b>\$32,541</b>	<b>\$33,030</b>
2	One (1) year of experience, or twelve (12) months at Rank 1	<b>\$32,568</b>	<b>\$33,219</b>	<b>\$33,884</b>	<b>\$34,561</b>	<b>\$35,252</b>	<b>\$35,781</b>
3	Two (2) years of experience, or twelve (12) months at Rank 2	<b>\$34,579</b>	<b>\$35,271</b>	<b>\$35,976</b>	<b>\$36,696</b>	<b>\$37,430</b>	<b>\$37,991</b>
4	Three (3) years of experience, or twelve (12) months at Rank 3	<b>\$36,614</b>	<b>\$37,346</b>	<b>\$38,093</b>	<b>\$38,855</b>	<b>\$39,632</b>	<b>\$40,226</b>



5	Four (4) years of experience, or twelve (12) months at Rank 4	\$38,649	\$39,422	\$40,211	\$41,015	\$41,835	\$42,463
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$40,683	\$41,496	\$42,326	\$43,173	\$44,036	\$44,697
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$42,717	\$43,571	\$44,443	\$45,332	\$46,238	\$46,932
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$44,749	\$45,644	\$46,557	\$47,488	\$48,438	\$49,165
9	<b>Eight (8) years of experience, or twelve (12) months at Rank 8</b>	_____	\$47,644	\$48,597	\$49,569	\$50,560	\$51,319
10	<b>Nine (9) years of experience, or twelve (12) months at Rank 9</b>	_____	\$49,644	\$50,637	\$51,650	\$52,683	\$53,473

T) Technical Librarians:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring	\$27,558	\$28,109	\$28,671	\$29,244	\$29,829	\$30,277
2	One (1) year of experience, or twelve (12) months at Rank 1	\$28,809	\$29,386	\$29,973	\$30,573	\$31,184	\$31,652
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$30,063	\$30,664	\$31,278	\$31,903	\$32,541	\$33,030
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$31,315	\$31,941	\$32,580	\$33,232	\$33,896	\$34,405

5	Four (4) years of experience, or twelve (12) months at Rank 4	<b>\$32,568</b>	<b>\$33,219</b>	<b>\$33,884</b>	<b>\$34,561</b>	<b>\$35,252</b>	<b>\$35,781</b>
6	Five (5) years of experience, or twelve (12) months at Rank 5	<b>\$34,447</b>	<b>\$35,135</b>	<b>\$35,838</b>	<b>\$36,555</b>	<b>\$37,286</b>	<b>\$37,845</b>
7	Six (6) years of experience, or twelve (12) months at Rank 6	<b>\$36,326</b>	<b>\$37,053</b>	<b>\$37,794</b>	<b>\$38,550</b>	<b>\$39,321</b>	<b>\$39,910</b>
8	Seven (7) years of experience, or twelve (12) months at Rank 7	<b>\$40,084</b>	<b>\$40,885</b>	<b>\$41,703</b>	<b>\$42,537</b>	<b>\$43,388</b>	<b>\$44,039</b>

#### GROUP XI

##### U) Reliability Analysts:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring with college education in Statistics	<b>\$31,315</b>	<b>\$31,941</b>	<b>\$32,580</b>	<b>\$33,232</b>	<b>\$33,896</b>	<b>\$34,405</b>
2	One (1) year of experience, or twelve (12) months at Rank 1	<b>\$32,568</b>	<b>\$33,219</b>	<b>\$33,884</b>	<b>\$34,561</b>	<b>\$35,252</b>	<b>\$35,781</b>
3	Two (2) years of experience, or twelve (12) months at Rank 2	<b>\$34,447</b>	<b>\$35,135</b>	<b>\$35,838</b>	<b>\$36,555</b>	<b>\$37,286</b>	<b>\$37,845</b>
4	Three (3) years of experience, or twelve (12) months at Rank 3	<b>\$36,952</b>	<b>\$37,691</b>	<b>\$38,445</b>	<b>\$39,214</b>	<b>\$39,998</b>	<b>\$40,598</b>
5	Four (4) years of experience, or twelve (12) months at Rank 4	<b>\$40,084</b>	<b>\$40,885</b>	<b>\$41,703</b>	<b>\$42,537</b>	<b>\$43,388</b>	<b>\$44,039</b>

6	Five (5) years of experience, or twelve (12) months at Rank 5	<b>\$42,589</b>	<b>\$43,441</b>	<b>\$44,310</b>	<b>\$45,196</b>	<b>\$46,100</b>	<b>\$46,791</b>
7	Six (6) years of experience, or twelve (12) months at Rank 6	<b>\$45,094</b>	<b>\$45,996</b>	<b>\$46,916</b>	<b>\$47,854</b>	<b>\$48,811</b>	<b>\$49,543</b>
8	Seven (7) years of experience, or twelve (12) months at Rank 7	<b>\$47,599</b>	<b>\$48,551</b>	<b>\$49,522</b>	<b>\$50,513</b>	<b>\$51,523</b>	<b>\$52,296</b>
9	Eight (8) years of experience, or twelve (12) months at Rank 8	<b>\$50,536</b>	<b>\$51,547</b>	<b>\$52,578</b>	<b>\$53,630</b>	<b>\$54,702</b>	<b>\$55,523</b>
10	Nine (9) years of experience, or twelve (12) months at Rank 9	<b>\$53,654</b>	<b>\$54,727</b>	<b>\$55,822</b>	<b>\$56,938</b>	<b>\$58,077</b>	<b>\$58,948</b>

V) Reliability Clerks:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring	<b>\$27,558</b>	<b>\$28,109</b>	<b>\$28,671</b>	<b>\$29,244</b>	<b>\$29,829</b>	<b>\$30,277</b>
2	One (1) year of experience, or twelve (12) months at Rank 1	<b>\$28,809</b>	<b>\$29,386</b>	<b>\$29,973</b>	<b>\$30,573</b>	<b>\$31,184</b>	<b>\$31,652</b>
3	Two (2) years of experience, or twelve (12) months at Rank 2	<b>\$30,063</b>	<b>\$30,664</b>	<b>\$31,278</b>	<b>\$31,903</b>	<b>\$32,541</b>	<b>\$33,030</b>
4	Three (3) years of experience, or twelve (12) months at Rank 3	<b>\$31,315</b>	<b>\$31,941</b>	<b>\$32,580</b>	<b>\$33,232</b>	<b>\$33,896</b>	<b>\$34,405</b>
5	Four (4) years of experience, or twelve (12) months at Rank 4	<b>\$32,568</b>	<b>\$33,219</b>	<b>\$33,884</b>	<b>\$34,561</b>	<b>\$35,252</b>	<b>\$35,781</b>

6	Five (5) years of experience, or twelve (12) months at Rank 5	<b>\$34,447</b>	<b>\$35,135</b>	<b>\$35,838</b>	<b>\$36,555</b>	<b>\$37,286</b>	<b>\$37,845</b>
7	Six (6) years of experience, or twelve (12) months at Rank 6	<b>\$36,326</b>	<b>\$37,053</b>	<b>\$37,794</b>	<b>\$38,550</b>	<b>\$39,321</b>	<b>\$39,910</b>
8	Seven (7) years of experience, or twelve (12) months at Rank 7	<b>\$40,084</b>	<b>\$40,885</b>	<b>\$41,703</b>	<b>\$42,537</b>	<b>\$43,388</b>	<b>\$44,039</b>

## GROUP XII

### W) Buyers – Consumable Aircraft Parts:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring	<b>\$33,195</b>	<b>\$33,859</b>	<b>\$34,536</b>	<b>\$35,227</b>	<b>\$35,931</b>	<b>\$36,470</b>
2	One (1) year of experience, or twelve (12) months at Rank 1	<b>\$33,526</b>	<b>\$34,196</b>	<b>\$34,880</b>	<b>\$35,578</b>	<b>\$36,289</b>	<b>\$36,834</b>
3	Two (2) years of experience, or twelve (12) months at Rank 2	<b>\$34,868</b>	<b>\$35,565</b>	<b>\$36,277</b>	<b>\$37,002</b>	<b>\$37,742</b>	<b>\$38,308</b>
4	Three (3) years of experience, or twelve (12) months at Rank 3	<b>\$37,578</b>	<b>\$38,330</b>	<b>\$39,096</b>	<b>\$39,878</b>	<b>\$40,676</b>	<b>\$41,286</b>
5	Four (4) years of experience, or twelve (12) months at Rank 4	<b>\$39,458</b>	<b>\$40,247</b>	<b>\$41,052</b>	<b>\$41,873</b>	<b>\$42,710</b>	<b>\$43,351</b>

X) Buyers – Aircraft Parts:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring	\$38,831	\$39,607	\$40,400	\$41,208	\$42,032	\$42,662
2	One (1) year of experience, or twelve (12) months at Rank 1	\$40,685	\$41,498	\$42,328	\$43,175	\$44,038	\$44,699
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$43,342	\$44,209	\$45,093	\$45,995	\$46,915	\$47,618
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$45,999	\$46,919	\$47,857	\$48,814	\$49,791	\$50,538
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$48,655	\$49,628	\$50,621	\$51,633	\$52,666	\$53,456
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$51,312	\$52,338	\$53,385	\$54,453	\$55,542	\$56,375
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$53,969	\$55,049	\$56,150	\$57,273	\$58,418	\$59,294
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$56,625	\$57,758	\$58,913	\$60,091	\$61,293	\$62,213

Y) Expeditors:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring	\$29,847	\$30,444	\$31,053	\$31,674	\$32,308	\$32,792
2	One (1) year of experience, or twelve (12) months at Rank 1	\$32,608	\$33,260	\$33,926	\$34,604	\$35,296	\$35,826
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$34,769	\$35,465	\$36,174	\$36,897	\$37,635	\$38,200
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$37,231	\$37,976	\$38,735	\$39,510	\$40,300	\$40,905
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$39,692	\$40,486	\$41,296	\$42,122	\$42,964	\$43,609
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$42,154	\$42,997	\$43,857	\$44,735	\$45,629	\$46,314

GROUP XIII

Z) Technical Writers:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring with required qualifications	\$43,842	\$44,719	\$45,613	\$46,526	\$47,456	\$48,168
2	One (1) year of experience, or twelve (12) months at Rank 1	\$46,347	\$47,274	\$48,219	\$49,183	\$50,167	\$50,920
3	Two (2) years of experience, or twelve (12) months at Rank 2	\$48,852	\$49,829	\$50,826	\$51,842	\$52,879	\$53,672
4	Three (3) years of experience, or twelve (12) months at Rank 3	\$51,357	\$52,384	\$53,432	\$54,500	\$55,590	\$56,424
5	Four (4) years of experience, or twelve (12) months at Rank 4	\$53,862	\$54,940	\$56,038	\$57,159	\$58,302	\$59,177
6	Five (5) years of experience, or twelve (12) months at Rank 5	\$56,368	\$57,495	\$58,645	\$59,818	\$61,015	\$61,930
7	Six (6) years of experience, or twelve (12) months at Rank 6	\$58,873	\$60,050	\$61,251	\$62,476	\$63,726	\$64,682
8	Seven (7) years of experience, or twelve (12) months at Rank 7	\$61,378	\$62,606	\$63,858	\$65,135	\$66,438	\$67,434
9	Eight (8) years of experience, or twelve (12) months at Rank 8	\$63,883	\$65,160	\$66,464	\$67,793	\$69,149	\$70,186
10	Nine (9) years of experience, or twelve (12) months at Rank 9	\$65,136	\$66,438	\$67,767	\$69,122	\$70,505	\$71,562

GROUP XIV

AA) Central Baggage Agent:

Rank	Technical Qualifications	5/1/2016	5/1/2017	5/1/2018	5/1/2019	5/1/2020	5/1/2021
1	Level of hiring	—	\$35,448	\$36,157	\$36,880	\$37,618	\$38,182
2	Twelve (12) months at Rank 1	—	\$36,781	\$37,517	\$38,267	\$39,032	\$39,618
3	Twelve (12) months at Rank 2	—	\$37,645	\$38,398	\$39,166	\$39,949	\$40,548

4.10.01 The salary scales shown in Article 4.10 A) through AA) reflect increases in accordance with the following chart:

	May 1, 2016	May 1, 2017	May 1, 2018	May 1, 2019	May 1, 2020	May 1, 2021
% Wage Increase	1.5%	2.0%	2.0%	2.0%	2.0%	1.5%
% Lump Sum	1%	0%	0%	0%	0%	1%

4.10.01.1 The lump sum amount negotiated effective May 1, 2021 shall be paid on an ongoing basis on each pay. This amount is applicable to wages only.

4.10.01.2 All negotiated wage increases and lump sum amount shall be paid retroactively to all employees covered by this Collective Agreement who are employed with Air Transat on date of ratification of this Collective Agreement. This retroactive payment shall not apply to Central Baggage Agents. This retroactive payment shall be made within sixty (60) calendar days of ratification.

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.
    - 4.11.01.2.1 **Effective May 1, 2017, the premium detailed in Articles 4.11.01.1 and 4.11.01.2 shall be increased to \$1.00/hour.**
  - 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.
    - 4.11.01.3.1 **Effective May 1, 2017, the premium detailed in Article 4.11.01.3 shall be increased to \$2.00/hour.**
- 4.11.02 Lead Hand Premium
  - 4.11.02.1 Permanent: The \$1.50/hour premium is included in the annual salary.
    - 4.11.02.1.1 **Effective May 1, 2017, the premium detailed in Article 4.11.02.1 shall be increased to \$2.25/hour.**
  - 4.11.02.2 Acting: A \$1.50 premium for each hour worked as acting lead hand.
    - 4.11.02.2.1 **Effective May 1, 2017, the premium detailed in Article 4.11.02.2 shall be increased to \$2.25/hour.**

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 The premium detailed in Article 4.11.04.1 shall be modified according to the following chart:**

Effective Date	Endorsement Premium
May 1, 2017	\$0.50/hour
May 1, 2018	\$0.55/hour
May 1, 2019	\$0.60/hour
May 1, 2020	\$0.75/hour

**4.11.04.3 The premiums detailed in Articles 4.11.04.1 and 4.11.04.2 shall be paid up to a maximum of three endorsements.**

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

- 4.11.04.5 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.
- 4.11.05.1.1 Effective May 1, 2017, the premium detailed in Article 4.11.05.1 shall be increased to \$0.50/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.
- 4.11.06.1.1 Effective May 1, 2017, the premium detailed in Article 4.11.06.1 shall be increased to \$1.75/hour.**
- 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)
- **statutory holidays (Article 10.0)**
- pre-retirement reduced work week program (Article 22.0)
- **time bank (Article 23.0)**

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.

**5.03.01 Any new employee that has worked in any classification covered by this Collective Agreement within the preceding thirty-six (36) months of his re-hiring date shall have preference on seniority ranking, if hired on the same date as others who have not previously worked in a classification covered by this Collective Agreement.**

**5.03.01.1 In order to be eligible for the preference detailed in Article 5.03.01, the employee must have paid dues for the period he previously worked in a classification covered by this Collective Agreement within the preceding thirty-six (36) months.**

**5.03.01.2 The rights detailed in Articles 5.03.01 and 5.03.01.1 shall be effective as of May 26, 2015 and excludes employees hired prior to this date. This right does not extend to the calculation of other benefits (vacation, salary progression, etc.)**

**5.03.01.3 The preference on seniority ranking referred to in Article 5.03.01 shall not supersede an existing employee changing classification, if hired into the new classification on the same date.**

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, and shall be posted on the intranet, with a copy emailed to each Local Chief Shop Steward at the same time.**

- 5.04.01.1     **The Company shall produce a separate seniority list for each base and sub-base (Quebec, Montreal, Toronto, Calgary, Edmonton and Vancouver).**
- 5.04. 02     The seniority lists shall indicate the employee's rank, name and status and shall be posted **on the intranet** in simplified, alphabetical listing and by classification.
- 5.04.03     Within thirty (30) **calendar** days following the posting date **on the intranet**, or in the case of an absent employee, within thirty (30) **calendar** days of his return, an employee may contest in writing any error or omission made concerning him. This letter shall be **emailed** to the Human Resources Department, with a copy **emailed** 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 **on the intranet** 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 **meets the conditions of Article 5.07.01 c).**

**5.06 Transfers**

**5.06.01 An employee that is** promoted or transferred to a position 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 **the employee** changes trade groups when changing classifications, six (6) months after such a change.

**5.06.02 An employee transferring,** voluntarily or not, from one base (**or sub-base**) to another **base (or sub-base)** shall continue to accumulate seniority at their previous base (**or sub-base**) for a period of six (6) months, **and immediately begin a new seniority at the base (or sub base) to which he has transferred.**

**5.06.02.1 Seniority is not transferrable between bases (or sub bases).**

**5.06.02.2 In reference to Article 5.06.02, the accumulation of seniority shall cease at the employee's previous base after the six (6) month period. All seniority at the previous base shall be retained (frozen). Such seniority shall continue to be reflected on the seniority list referenced in Article 5.04, until one of the conditions of Article 5.05 are met.**

**5.06.03 An employee may elect to transfer back to a base (or sub base) and classification where he previously held seniority only if an opening exists. This shall not be interpreted as a right to bump between bases.**

**5.06.03.1 Should an employee transfer back to a base (or sub-base) and classification where he previously held seniority; he shall continue his seniority at the base he has transferred back to, however, the time he spent away shall not be counted.**

**5.06.03.2** Employees who are affected by a lay-off at a base (or sub-base), shall be allowed to transfer to any base (or sub-base) and classification where they previously held seniority rights, only when a position becomes available. The conditions of Articles 8.05, 8.06, 8.07 and 8.08 shall be respected for the duration of the lay-off.

**5.06.03.3** Employees shall not be allowed to bump between bases in any circumstances.

**5.07 Duties Outside the Bargaining Unit**

**5.07.01** All employees covered by the present Collective Agreement who carry out duties outside the bargaining unit:

- a) continue to accrue seniority if such an assignment is temporary **and does not exceed six (6) months within a calendar year;**
- b) **retain** their seniority **but shall cease accruing seniority** after six (6) months **of carrying out duties outside of the bargaining unit within a calendar year,**
- c) **forfeit their seniority after nine (9) months (cumulative) of carrying out duties outside of the bargaining unit within a calendar year;**
- d) **if the employee is replacing an incumbent; the nine (9) months referred to in point c), may be extended if an agreement is reached between the Company and the Local Chief Shop Steward beforehand;**
- e) the provisions of the present article cannot be interpreted as recognition of union jurisdiction on work outside the bargaining unit.

**5.07.02** An employee covered under Articles 5.07, 5.06.01 **and 5.06.02** 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 (6) month period **and he returns to the same position he previously held.**



5.07.03 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.

5.07.04 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).

5.07.05 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.
- 6.02.10.1 When choosing between a qualified internal candidate (covered by this agreement) and an external candidate, the internal candidate (covered by this agreement) shall be given preference, if both candidates have equal qualifications and meet the requirements of the vacancy posting. The internal candidate shall be subject to the conditions of Article 4.08.**
- 6.02.10.2 Should an external candidate be chosen over an internal candidate (covered by this agreement), the internal candidate (covered by this agreement) shall be given a detailed written reason for not being chosen.**
- 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, **or any other non-unionized person** 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 **by email**.
- 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) |

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 a 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.

**7.02.02.1 Candidates chosen from one of the lists relevant to the particular Out-Base Assignment detailed in Articles 7.03, 7.04 or 7.05 shall be restricted to the classification into which they currently hold classification seniority rights. Employees**

**shall not be chosen for assignments for which they do not hold classification seniority rights.**

- 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.
- 7.02.07.1 **Employees who have requested to have their name added to any of the lists defined in Article 7.03, 7.04 and 7.05, may only have their names added within the classification in which they currently hold seniority rights (regardless of additional qualifications).**
- 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.

7.02.13.1 **With respect to Article 7.02.13, the condition of Articles 7.02.02.1 and 7.02.07.1 shall be respected at all times.**

7.02.14 **Passport Requirements**

7.02.14.1 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 **nine (9) months**.

- 7.02.14.2** In order 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 meets all the requirements of the country of the Out-Base assignment.
- 7.02.14.3** The employee shall be notified by email of all the requirements of the country of the Out-Base assignment (detailed on Articles 7.03, 7.04 and 7.05) prior to his departure.
- 7.02.14.4** Should an Out-Base assignment detailed in Article 7.03, 7.04 or 7.05 require more than the nine (9) month minimum passport validity detailed in Article 7.02.14.1, the employee shall not be bypassed for the assignment and given the opportunity to renew his passport on an express basis, with all regular renewal fees paid by the Company.
- 7.02.14.5** In the event that the employee fails to renew his passport in due time prior to the assignment, he shall be considered to be unavailable for the assignment.
- 7.02.15** **Visa and Work Permits**
- 7.02.15.1** The Company shall be responsible for absorbing all costs and acquiring the correct visa and applicable work permits for the particular assignment.
- 7.02.15.2** Where a visa or work permit is required and obtained, the Company shall provide to the employee by email all details (including all limitations and restrictions) related to the acquired visa or work permit. This information shall be provided to the employee prior to his departure for his assignment.
- 7.02.16** 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.

- 7.02.17** Travel on a single-pilot operation aircraft can be declined by the employee, in which case alternate transportation shall be arranged.
- 7.02.18** 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.
- 7.02.18.1** 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])
- 7.02.19** 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.
- 7.02.20** 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.
- 7.02.21** 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.
- 7.02.22** 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.

**7.02.23** 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.

**7.02.24** 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.

**7.02.25** 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.

**7.02.26** 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.

**7.02.27** Days off, as described in Article **7.02.26**, 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).

**7.02.27.1** The days off described in Article 7.02.26 and 7.02.27 are to be applied to working days immediately following an employee's return from his assignment.

**7.02.27.2** Any Statutory Holidays credited as a result of the assignment may be taken at the employee's written or emailed request, immediately following the days detailed in Article 7.02.26. When an employee makes this request, it shall not be unreasonably denied by the Company.

- 7.02.28** 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.
- 7.02.28.1** **Employees shall also enjoy the same “travel standards and living conditions” as those granted to Flight Crew Members on any sub-contract (example [but not limited to]: ACMI, Wet Lease, Damp Lease or Sub-Charter); which relate to items bargained outside of the Flight Crew Members Collective Agreement, if such conditions are superior to those granted by the terms of this Collective Agreement. These conditions may be adapted (in the same standard and in a like amount) to meet the needs of employees covered by this agreement. Examples of such conditions (but not limited to) are: Wi-Fi, laundry service, second bedroom, car rental, parking, shuttle service, meal discounts, included meals, and travel benefits for immediate family.**
- 7.02.29** If any new assignment occurs, the Company and the **Bargaining** 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, **training** 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 (70<sup>th</sup>) 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 Articles **7.02.28** and **7.02.28.1** 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, **and by email** (in accordance with the provisions of Articles 7.0).
- 7.04.05.1 **When a voicemail is encountered, this shall be considered as the employee having been contacted and the conditions of Articles 7.04.05.3 and 7.04.06 shall apply.**
- 7.04.05.1.1 **Should the Company not encounter a voicemail; the email shall be considered equivalent to voicemail, and the Company shall notify the applicable Local Chief Shop Steward by email that a voicemail was not encountered for such employee.**
- 7.04.05.2 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.
- 7.04.05.2.1 **Where multiple assignments and destinations are forecast, such assignments shall be canvassed when confirmed by the Company, in chronological order of the initial start date. Should another assignment be confirmed during the canvassing process, such new assignment shall be canvassed after the initially canvassed assignment is completed.**
- Example: Air Transat seasonal operation (typically consisting of multiple destinations) shall be considered as one assignment.**
- Example: Each Air Transat subcontract operation (ACMI) shall be considered as its**

**own assignment.**

- 7.04.05.3 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, **temporary (or acting) supervisor, on duties outside the Collective Agreement** 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 (**including booking number(s)**)
- Local contact information
- Details of medical insurance coverage
- Accommodation details (**including a confirmation number**)
- Rental car details (if applicable (**including a confirmation number**))
- 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	UK & Ireland
May 2, 2016	\$4.19	\$5.38	N/A
May 1, 2017	\$4.54	\$5.86	\$6.49
May 1, 2018	\$4.63	\$5.98	\$6.62
May 1, 2019	\$4.73	\$6.09	\$6.76
May 1, 2020	*	*	*
May 1, 2021	*	*	*

7.06.03.1 Per Diem rates payable effective May 1, 2020 and May 1, 2021 shall be the same rates as those found in the Flight Crew Members collective agreement. These rates were not available at the time of ratification of this collective agreement. This shall be interpreted as a "me too" clause.

- 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.
- 7.06.04.1 The Company shall send the request for payment of per diem to the payroll department as soon as the assignment is accepted by the employee and shall advise the employee by email that a request has been submitted for the payment of per diem.**
- 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.
- 7.07.03.1 The Company agrees to reimburse business lounge access at airports where such exists when an employee must remain at a destination for a period of more than three (3) hours.**
- 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%).

- 7.07.05** Where accommodations are involved, the employee shall receive all details of the accommodations (including a reservation number) prior to arriving at the destination.
- 7.07.06** Accommodation Committee
- 7.07.06.1** An Accommodation Committee shall be established; with one (1) employee from the Montreal Base to be elected (or appointed) by the Bargaining Committee. Such employee shall be from the Out-Base List (as defined in Article 7.04). The individual elected (or appointed) must be fluent in both French and English.
- 7.07.06.2** The Accommodation Committee shall be granted 4 hours per season (or more if required) to carry out his duties and shall be released once a year (or more as required) for a meeting with the Company.
- 7.07.06.3** Should a visit be required, the committee shall designate an employee assigned at the outbase to visit the proposed accommodations for evaluation. This time shall be covered under the terms of this agreement.
- 7.07.06.4** The Accommodations Committee's mandate shall include (but not be limited to) the following:
- A.** To meet with the Company's representative to participate in the research and selection of the accommodations.
  - B.** Determine at each destination two (2) types of accommodation such as a traditional hotel and apartment (self-catering) that shall take into consideration such variables as: costs, security and proximity to the work location and services that employees may need.

C. To liaise and communicate with employees on all accommodation related matters, and shall be the point of contact for all matters that employees may have relating to accommodations.

D. The union Accommodation Committee representative shall send by email to the Bargaining Committee a quarterly report detailing his activities.

## **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.

**8.01.02 Lay-offs shall be justified, in detail, to the Union, by the Company.**

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 (**or emailed**) 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 **by email** and **advise all affected employees by email** 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 **vacate his previous** bid slot; providing it does not qualify as a preferential vacation slot, **the vacated bid slot** 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 1<sup>st</sup> of each year, the Company shall provide to the Local Chief Shop Steward, **by email**, 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 and posted on the intranet on the Technical Operations homepage**, no later than October 7<sup>th</sup>. 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 15<sup>th</sup>, 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

9.09.01 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.

9.09.02 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.

9.09.03 **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 **manager**. 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

- 10.01.01      **The provisions of Article 10.0 apply only to employees whose work schedules include paid statutory holidays.**
- 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      **All employees**, may accumulate up to one-hundred and twenty (120) hours in **their** stat bank. All hours above the maximum shall be paid out.
- 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 **have a day added to his stat bank** when his regular day off coincides with one of the statutory holidays listed in Article 10.01.
- 10.05          **Time Off – an employee may make withdrawals from his stat 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 denied if an open vacation day (or days) exists. Upon approval, this vacation day (or days) may no longer be available. 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 10.05.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 stat bank when taken, with a copy of the request form provided to the employee showing the deduction. Such balance shall also be available on an employee's pay statement in accordance with Article 25.02.02.

10.05.01 Management shall review the operational requirements and if statutory holiday time off becomes available, the Company shall award the statutory holidays off in order of bargaining unit seniority.

## **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 **applicable Provincial** 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.	
<b>13.0</b>	<b>TRANSPORTATION PRIVILEGES</b>	
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.

13.05 **Should the Company negotiate any new terms with Flight Crew Members or Cabin Crew Members affecting Blue Pass privileges; such terms shall be granted to employees covered by this Collective Agreement. This clause shall be interpreted as a 'me too' clause.**

#### 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 **Every** employee (**active or inactive**) shall be entitled to seven (7) paid sick days per reference year, starting on January 1 of each year. **This entitlement shall be considered as the employee's current bank of sick credits.**

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



15.03.02.1 On January 15<sup>th</sup> of each year, the Company shall advise **electronically**, all employees on the Company provided form, as to the amount of remaining sick **day** credits employees have from the previous calendar year.

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

Prior to January 31<sup>st</sup> 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 **day** credits:

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

15.03.02.3 **Should an employee fail to return the form (referenced in Article 15.03.02.1) to the Company by the due date indicated on the form; the Company shall automatically pay out the remaining sick day credits of the previous year in accordance with Article 15.03.02.2, option 1.**

15.03.02.4 **For employees that are inactive on December 31<sup>st</sup> (these are employees on any prolonged absence, as defined in Articles 15.05.01 and 15.05.03), option 2 of Article 15.03.02.2 shall automatically apply.**

15.04 Hiring During the Year

When an employee is hired during any given year, he shall be credited the number of sick **day credits** 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
- 15.05.01 An employee who has been laid off, suspended or is on a leave of absence without pay for **thirty-one (31) consecutive days and more** shall not be considered as having been available for work and shall **have** sick-day credits of one half-day (.5) per complete month of **absence deducted from his current bank of sick days.**
- 15.05.01.1 If the period of absence is less than **thirty-one (31) consecutive days**, the employee shall **not have any sick day credits deducted from his current bank of sick-day credits.**
- 15.05.01.2 It is understood that an employee absent (due to lay off, leave of absence without pay or suspension) for one (1) complete calendar year shall have all seven (7) sick day credits (referenced in Article 15.03.01) deducted from his current bank.
- 15.05.03 Employees on maternity leave or paternal leave, parental leave, short term disability, long term disability, workplace accident (CSST, WSIB or equivalent), compassionate care leave, or jury duty shall continue to accumulate sick-day credits up to the maximum stipulated in Article 15.03.02. Once the maximum stipulated in Article 15.03.02 is achieved, the employee shall no longer accumulate sick-day credits.
- 15.05.03.1 Employees on any leave stipulated in Article 15.05.03, shall not have any sick-day credits deducted from their bank of accumulated sick-day credits as a result of their **absence.**
- 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.

**15.06.03 When sick-day credits are deducted by the Company from an employee's accumulated sick-day credits, the Company shall provide the employee a copy of the completed "Notice of Absence", showing the deduction, within four (4) calendar days of the deduction being made.**

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 (**seven (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 (8<sup>th</sup>) 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 (8<sup>th</sup>) calendar day.
7. An employee shall receive a copy of a completed "Notice of Absence" in his **email** 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) **consecutive** days **scheduled at work** 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) **consecutive** days **scheduled at work**, if reasonably justified to do so.

- 15.09.02.1 When the Company requests a medical certificate to justify an absence due to sickness referred to in Article 15.09.02, the Company may only make the request within twelve (12) hours from the time the sickness is declared.
- 15.09.02.2 When the Company requests a medical certificate to justify an absence due to sickness referred to in Article 15.09.02 on the grounds that it is reasonably justified to do so; the Company shall explain the justification in detail to the employee at the time the request is made.
- 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 **medical** certificate upon **presentation of a** 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 Uniform Committee shall be established by the Union and the Company. The Uniform Committee 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. The committee's objective is to make recommendations about the colour, fabric, models and safety of uniforms. The committee may also suggest new items.**
- 16.01.01.1 **The committee stipulated in Article 16.01.01 shall consist of one (1) representative from Montreal, one (1) representative from Toronto and one (1) representative from Vancouver. Each representative shall be released and remunerated by the Company for preparation and time spent in meetings with the Company and/or suppliers and shall be considered as time worked.**

- 16.01.01.2    **The Union representatives of the Uniform Committee shall be elected or appointed in accordance with applicable Union bylaws.**
- 16.01.01.3    **The committee shall meet at least once a year (or more as required).**
- 16.01.01.4    **Minutes of each meeting shall be kept, and a copy of the minutes forwarded to the Local Chief Shop Chairperson within fourteen (14) calendar days of each meeting.**
- 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 **Uniform Committee (or Local Chief Shop Stewards until a Uniform Committee is established).**
- 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, **and** expeditors.
- 16.02.01.1    **All newly hired employees shall receive their full uniform allotment within thirty (30) calendar days of the receipt of the completed uniform order (or as soon as possible when ordering delays are encountered by the uniform supplier), in accordance with Article 16.02.02.**
- 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/Serviceemen/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) four-in one-season coat, one (1) rain suit.
- 16.02.05 **The following items shall be issued annually, by the Company, to each instructor:**
- i. **one (1) lab coat or one (1) pant and one (1) shirt;**
  - ii. **one (1) belt;**
  - iii. **one (1) soft shell jacket [coat];**
  - iv. **one (1) tuque;**
  - v. **three (3) dry fit branded polos;**
  - vi. **one (1) T-shirt (short sleeve or long sleeve)**
- 16.02.05.1 **Each instructor shall receive a four-in-on season coat; with a replacement issued in accordance with the conditions of Article 16.03.03.**
- 16.02.06 **The cost of the uniform pieces shall be price protected for the duration of this Collective Agreement. Following ratification of this Collective Agreement, the Company and the Uniform Committee shall develop and implement a system that meets this price protection criteria.**
- 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.
- 16.04.01.1 Effective May 1, 2017, the allowance detailed in Article 16.04.01 shall increase to sixty-five (\$65.00) per month.**
- 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 **grievance** 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 thirty (30) calendar days **from the date the grievance was received at Level 2.**

**17.03.02.1 The hearing referred to in Article 17.03.02 shall be held in person or by video conference call.**

17.03.03 All grievance hearings and investigative hearings called by the Company or by the grievance **procedure** 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 **procedure** 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 **procedure** has been completed, unless the situation dictates otherwise, considering the nature or the severity of the offence.
- 17.09.01 **When termination is the form of discipline to be applied, the employee shall have the right to file a grievance at Level 2 of the grievance procedure within fourteen (14) calendar days from the date the employee receives written notification of the termination from the Company.**
- 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.

- 18.01.01      The parties shall agree to an arbitrator within twenty (20) calendar days of an arbitrator being proposed by the party requesting arbitration.**
- 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.

- 19.03.01.1    **A copy of the minutes of all meetings held by the Safety and Health Committee detailed in Article 19.03.01 shall be forwarded by the committee via email to the Local Chief Shop Steward within seven (7) calendar days of the production of the minutes.**
- 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 **Local Union** 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.

**19.03.06.1 A copy of any accident investigation report detailed in Article 19.03.06 shall be forwarded by the Union Safety and Health Committee representative or his designate via email to the Local Chief Shop Steward within seven (7) calendar days of such accident investigation report being generated.**

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 **Upon ratification of this Collective Agreement, the Company agrees to have a vision care provider in each city with a base covered by this Collective Agreement for the purpose of providing prescription safety glasses.**

19.05.02.2 **Details on the vision care provider detailed in Article 19.05.02.1, shall be available to all employees on the Company's intranet.**

19.05.02.3 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 **upon commencement of employment with the Company.**  
All union dues for any given month shall be given to the Union on the 15<sup>th</sup> 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 **shall** be done in both official languages where required.
- 21.05.02 All internal communications and memos shall be communicated electronically to employees.**
- 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
- 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 (4<sup>th</sup>) and the sixth (6<sup>th</sup>) hour after the beginning of the shift.

#### **22.02.04 Introduction of New Work Schedules**

**22.02.04.1 New work schedules may be proposed by either the Company or the Union upon mutual written agreement between the parties, subject to the following conditions:**

1. Any newly proposed work schedule shall be subject to either a Letter of Agreement or a Local Agreement.
2. Any newly proposed work schedule shall be subject to a vote by all affected employees; in accordance with IAMAW Transportation District 140 Policies.
3. It must be possible to end the new work schedule upon written request from either party. In such case, the parties have thirty (30) calendar days to return to previous work schedule.
4. All conditions of the new work schedule and its impact on other Articles of the Collective Agreement shall be well defined (Example (but not limited to): Vacation (Article 9.0), Work Schedule Changes (Article 22.04), and Overtime (Article 23.0)).

22.03      **Modifications To Work Schedules and Shifts**

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 **sent** to the employee **via email**, with a copy **emailed** to the Local Chief Shop Steward at least two (2) weeks prior to the change.
- 22.03.03.1 **Should the Company change a work schedule from one type of work schedule to another type of work schedule, or introduce a new work schedule (as defined in Article 22.02.02.2) where two or more schedules are used simultaneously in the same work location; all employees at the base shall be notified via email, and a bid shall be posted on the Company's intranet for a period of ten (10) calendar days for the new work schedule. Positions for the new work schedule shall be awarded by classification seniority (as defined in Article 5.02.01).**
- 22.03.03.2 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 22.04
- 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:

Reference	Work Schedule	Duration of Transition period (days)	Days Worked	Days Off
<b>A</b>	<b>5 on 2 off</b>	<b>2</b>	<b>1</b>	<b>1</b>
<b>B</b>		<b>3</b>	<b>2</b>	<b>1</b>
<b>C</b>		<b>4</b>	<b>2</b>	<b>2</b>
<b>D</b>		<b>5</b>	<b>3</b>	<b>2</b>
<b>E</b>		<b>6</b>	<b>4</b>	<b>2</b>
<b>F</b>		<b>7</b>	<b>5</b>	<b>2</b>
<b>G</b>	<b>4 on 3 off</b>	<b>2</b>	<b>1</b>	<b>1</b>
<b>H</b>		<b>3</b>	<b>2</b>	<b>1</b>

I		4	2	2
J		5	3	2
K		6	3	3
L		7	4	3
M	4 on 4 off	2	1	1
N		3	1	2
O		4	2	2
P		5	2	3
Q		6	3	3
R		7	3	4
S		8	4	4
T	6 on 4 off	2	1	1
U		3	2	1
V		4	2	2
W		5	3	2

<b>X</b>		<b>6</b>	<b>3</b>	<b>3</b>
<b>Y</b>		<b>7</b>	<b>4</b>	<b>3</b>
<b>Z</b>		<b>8</b>	<b>5</b>	<b>3</b>
<b>AA</b>		<b>9</b>	<b>5</b>	<b>4</b>
<b>BB</b>		<b>10</b>	<b>6</b>	<b>4</b>

**22.04.01.1** The chart detailed in Article 22.04.01 shall be applied in the following manner when an employee moves from one work schedule to another:

<b>Current Work Schedule</b>	<b>New Work Schedule</b>	<b>Reference Modifications Only to Be Applied Between Work Schedules*</b>
<b>5 on 2 off</b>	<b>5 on 2 off</b>	<b>A, B, C, D, E, F</b>
<b>5 on 2 off</b>	<b>4 on 3 off</b>	<b>A, B, C, D, E, F</b>
<b>5 on 2 off</b>	<b>4 on 4 off</b>	<b>A, B, C, D, E, F</b>
<b>5 on 2 off</b>	<b>6 on 4 off</b>	<b>A, B, C, D, E, F</b>
<b>4 on 3 off</b>	<b>4 on 3 off</b>	<b>G, H, I, J, K, L</b>
<b>4 on 3 off</b>	<b>5 on 2 off</b>	<b>G, H, I, J, K, L</b>



4 on 3 off	4 on 4 off	G, H, I, J, K, L
4 on 3 off	6 on 4 off	G, H, I, J, K, L
4 on 4 off	4 on 4 off	M, N, O, P, Q, R, S
4 on 4 off	5 on 2 off	M, N, O, P, Q, R, S
4 on 4 off	4 on 3 off	M, N, O, P, Q, R, S
4 on 4 off	6 on 4 off	M, N, O, P, Q, R, S
6 on 4 off	6 on 4 off	T, U, V, W, X, Y, Z, AA, BB
6 on 4 off	5 on 2 off	T, U, V, W, X, Y, Z, AA, BB
6 on 4 off	4 on 3 off	T, U, V, W, X, Y, Z, AA, BB
6 on 4 off	4 on 4 off	T, U, V, W, X, Y, Z, AA, BB

**\*Only the reference modifications shall be used as indicated in the chart provided in**

**Article 22.04.01.1**

**22.04.01.2** During the transition period, the number of hours worked in the shift shall remain the same as the previous work schedule.

**22.04.01.3** Statutory holidays accumulated during a work schedule shall be calculated based on the numbers of hours worked during that work schedule.

Example: An employee that accumulates eight (8) statutory hours on a 5/2 work schedule and returns to a 4/3 work schedule [he] shall use ten (10) hours from his stat bank (as defined in Article 10.02); except during the transition period as stipulated in 22.04.01.2.

#### 22.04.01.4 Example 1:

#### EXAMPLE OF A WORK WEEK SCHEDULE CHANGE FROM: 4/4 TO 5/2 TO 4/4

EMPLOYEE'S NORMAL WORK SCHEDULE: 4/4 (NOTE 1)								TRANSITION PERIOD: 4/4 TO 5/2 (NOTE 2)				NEW FULL WORK SCHEDULE: 5/2		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
W	W	W	W	OFF	OFF	OFF	OFF	W	W	OFF	OFF	W	W	W

NEW FULL WORK SCHEDULE (CON'T): 5/2 (NOTE 3)				NEW FULL WORK SCHEDULE: 5/2 (NOTE 3)							TRANSITION PERIOD: 5/2 TO 4/4 (NOTE 4)			
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
W	W	OFF	OFF	W	W	W	W	W	OFF	OFF	W	W	W	W

		EMPLOYEE RETURNS TO THE NORMAL WORK SCHEDULE: 4/4 (NOTE 5)								NORMAL WORK SCHEDULE: 4/4 (NOTE 5)				
31	1	2	3	4	5	6	7	8	9	10	11	12	13	14
OFF	OFF	W	W	W	W	OFF	OFF	OFF	OFF	W	W	W	W	OFF

**NOTE 1:** This example assumes the employee's normal work schedule is 4/4 (Ref: Article 22.02.02.2 Point 1.).

**NOTE 2:** The transition period is calculated as per Article 22.04.01, reference letter "O". The employee shall work 2 days @ 10:40 hours/day, followed by 2 days off.

**NOTE 3:** This is the new normal full work schedule of 5/2 (Ref: Article 22.02.01).

**NOTE 4:** The transition period is calculated as per Article 22.04.01, reference letter "E". The employee shall work 4 days @ 8:00 hours/day followed by 2 days off.

**NOTE 5:** The employee returns to the normal work schedule of 4/4 (see **NOTE 1**).

**22.04.01.5 Example 2:**

**EXAMPLE OF WORK SCHEDULE CHANGE FROM: 4/3 TO 5/2 TO 4/3**

EMPLOYEE'S NORMAL WORK SCHEDULE: 4/3 (NOTE 1)							TRANSITION PERIOD: 4/3 TO 5/2 (NOTE 2)			NEW FULL WORK SCHEDULE: 5/2 (NOTE 3)				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
W	W	W	W	OFF	OFF	OFF	W	W	OFF	W	W	W	W	W

(CON'T)		NEW FULL WORK SCHEDULE: 5/2 (NOTE 3)							TRANSITION PERIOD: 5/2 TO 4/3 (NOTE 4)				EMPLOYEE	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
OFF	OFF	W	W	W	W	W	OFF	OFF	W	W	OFF	OFF	W	W

RETURNS TO HIS NORMAL WORK SCHEDULE: 4/3 (NOTE 5)					NORMAL WORK SCHEDULE: 4/3 (NOTE 5)									
31	1	2	3	4	5	6	7	8	9	10	11	12	13	14
W	W	OFF	OFF	OFF	W	W	W	W	OFF	OFF	OFF	W	W	W

**NOTE 1:** This example assumes the employee's normal work schedule is 4/3 (ref: article 22.02.02.2 Point 1.)

**NOTE 2:** The transition period is calculated as per Article 22.04.01, reference letter "H". employee shall work 2 days @ 10:00 hours/day followed by 1 day off.

**NOTE 3:** This is the new normal full work schedule of 5/2 (Ref: Article 22.02.01).

**NOTE 4:** The transition period is calculated as per Article 22.04.01, reference letter "C". The employee shall work 2 days@ 8:00 hours/day followed by 2 days off.

**NOTE 5:** The employee returns to his normal work schedule of 4/3 (see **NOTE 1**)

#### 22.04.01.6 Example 3:

#### EXAMPLE OF A WORK SCHEDULE CHANGE FROM: 4/3 TO 5/2 TO 4/3 (WITH COMPENSATION DAYS)

EMPLOYEE'S NORMAL WORK SCHEDULE: 4/3 ( <b>NOTE 1</b> )							TRANSITION PERIOD: 4/3 TO 5/2 ( <b>NOTE 2</b> )			NEW FULL WORK SCHEDULE: 5/2 ( <b>NOTE 3</b> )				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
W	W	W	W	OFF	OFF	OFF	W	W	OFF	W	W	W	W	W

(CON'T)		NEW FULL WORK SCHEDULE: 5/2 ( <b>NOTE 3</b> )							TRANSITION PERIOD: 5/2 TO 4/3 ( <b>NOTE 4 &amp; 5</b> )				EMPLOYEE	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30

OFF	OFF	W	W	W	W	W	OFF	OFF	W COMP	W COMP	OF F	OF F	W COMP	W
-----	-----	---	---	---	---	---	-----	-----	-----------	-----------	---------	---------	-----------	---

RETURNS TO HIS NORMAL WORK SCHEDULE: 4/3 (NOTE 5 & 6)					NORMAL WORK SCHEDULE; 4/3 (NOTE 6)									
31	1	2	3	4	5	6	7	8	9	10	11	12	13	14
W	W	OFF	OFF	OFF	W	W	W	W	OFF	OFF	OFF	W	W	W

**NOTE 1:** This example assumes the employee's normal work schedule is 4/3 (Ref: Article 22.02.02.2 Point 1.).

**NOTE 2:** The transition period is calculated as per Article 22.04.01, reference letter "H". The employee shall work 2 days @ 10:00 hours followed by 1 day off.

**NOTE 3:** This is the beginning of the new full work schedule of 5/2 (ref: article 22.02.01).

**NOTE 4:** The transition period is calculated as per Article 22.04.01, reference letter "C". The employee shall work 2 days @ 8:00 hours/day followed by 2 days off.

**NOTE 5:** This example further assumes that the employee was outbase between 61 and 90 consecutive days (Ref: Article 7.02.26); the employee shall be entitled to 3 days off (Ref: Article 7.02.26). Those days shall be applied within the transition period and the following work cycle. Therefore, day 25, 26 and 29 shall be considered as compensation days (ref: article 7.02.26).

**NOTE 6:** The employee returns to his normal work schedule of 4/3 (see **NOTE 1**).

**EXAMPLE OF A WORK SCHEDULE CHANGE FROM: 4/3 TO 5/2 TO 4/3 (WITH COMPENSATION DAYS AND STAT DAYS).**

EMPLOYEE'S NORMAL WORK SCHEDULE: 4/3 (NOTE 1)							TRANSITION PERIOD: 4/3 TO 5/2 (NOTE 2)			FULL NEW WORK SCHEDULE: 5/2 (NOTE 3)				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
W	W	W	W	OFF	OFF	OFF	W	W	OFF	W	W	W	W	W

(CON'T)		FULL NEW WORK SCHEDULE: 5/2 (NOTE 3)							TRANSITION PERIOD: 5/2 TO 4/3 (NOTE 4 & 5)				EMPLOYEE	
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
OFF	OFF	W	W	W	W	W	OFF	OFF	W COMP	W COMP	OFF	OFF	W STAT	W STAT

RETURNS TO THE NORMAL WORK SCHEDULE: 4/3 (NOTE 6)					NORMAL WORK SCHEDULE: 4/3 (NOTE 6)									
31	1	2	3	4	5	6	7	8	9	10	11	12	13	14
W	W	OFF	OFF	OFF	W	W	W	W	OFF	OFF	OFF	W	W	W

**NOTE 1:** This example assumes the employee's normal work schedule is 4/3 (Ref.: Article 22.02.02.2 Point 2.).

**NOTE 2:** The transition period is calculated as per Article 22.04.01, reference letter "H". The employee shall work 2 days @ 10:00 hours/day, followed by 1 day off.

**NOTE 3:** This is the beginning of the new full work schedule of 5/2 (Ref: Article 22.02.01).

**NOTE 4:** The transition period is calculated as per Article 22.04.01, reference letter "C". The employee shall work 2 days @ 8:00 hours/day, followed by 2 days off.

**NOTE 5:** This example further assumes that the employee was outbase between 31 and 60 consecutive days (Ref: Article 7.02.26), the employee shall be entitled to 2 days off (Ref: Article 7.02.26) and accumulated 2 stats during his assignment; those days shall be applied within the transition period and the following work cycle. Therefore, day 25 and 26 shall be considered as compensation days (Ref: Article 7.02.26). If the employee chooses to take owed stat days from his assignment (Ref: Article 7.02.27.1 and 7.02.27.2), they shall be applied in the following manner: day 27 shall be considered as stat day (@8 hours) and day 30 shall be considered as stat day (@8 hours). Any surplus stat hours shall be deposited to the employee's stat bank (Ref: Article 10.02.01).

**NOTE 6:** The employee returns to the normal work schedule of 4/3 (see **NOTE 1**).

**22.04.01.5**    **The examples detailed in Articles 22.04.01.4, 22.04.01.5 and 22.04.01.6 shall not be interpreted as limited to only the examples provided.**

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 1<sup>st</sup> 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 1<sup>st</sup> 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.)
- 22.06.01.1 The Missed Rest Compensation Premium detailed in Article 22.06.01, shall be modified according to the following chart:**

Effective Date	Applicable Missed Rest Premium
May 1, 2016	\$80.00
May 1, 2017	\$82.50
May 1, 2018	\$85.00
May 1, 2019	\$87.50
May 1, 2020	\$90.00
May 1, 2021	\$90.00

- 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 **two (2)** 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 (14<sup>th</sup>) 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 27.06.06.2 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.
- 22.06.08 At the home base, when an employee expects to surpass fourteen (14) hours of work, such employee shall verify with his Manager (or the Manager's designate) if payment of the 'Missed Rest Compensation' detailed in Article 22.06.01 is authorized.**
- 22.06.08.1 In reference to Article 22.06.08; once the 'Missed Rest Compensation' is approved and worked, it shall not be denied by the Company when submitted for payment.**
- 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.
- 22.07.06.1 The pro-rating detailed in Article 22.07.06 shall not apply to any stat days, vacation days and sick days banked by an employee prior to entering the program and are retained at one hundred per-cent (100%).**
- 22.07.06.2 When an employee on the program works on a stat day, such stat day shall not be pro-rated as detailed in Article 22.07.06 and shall be banked at equal to at least one twentieth (1/20th) of the wages, excluding overtime pay, that the employee earned in the four (4) week period immediately preceding the week in which the statutory holiday occurs.**

- 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 AND TIMEBANK**

- 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 ( $1 \frac{1}{2} X$ ) 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 **in Excel (or similar format)** to the Local Chief Shop Steward by **the Human Resources Department** on a **monthly** 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 denied if an open vacation **day (or days)** exists. **Upon approval, this vacation day (or days) may no longer be available.** 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 copy **of the request form provided** 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 **emailed** request, an employee **shall** have access to his **complete** personal Company file. He shall consult it in the presence of a Human Resources Representative, within **fourteen (14) calendar days** following his request.
- 25.01.02.1 An employee may request a union representative of his choosing to be present when reviewing his personal Company file.**
- 25.01.03 Upon his request, he **shall** obtain a copy **of any specifically requested documents** of his personal file **after the consultation defined in Article 25.01.02. The requested copies shall be provided within fourteen (14) calendar days.**

- 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.

**25.03 Timesheets and Expense Reports**

**25.03.01 No timesheet shall be altered by the Company without advising the employee first.**

**25.03.02 Should the Company dispute any timesheet submitted; the Company shall return the timesheet unaltered to the employee without delay, with a detailed explanation of the dispute. This timesheet shall not be processed until the dispute is resolved.**

**25.03.03 No expense report shall be altered by the Company without advising the employee first.**

**25.03.04 Should the Company dispute any expense report submitted; the Company shall return the expense report unaltered to the employee without delay, with a detailed explanation of the dispute. This expense report shall not be processed until the dispute is resolved.**

**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 by **email**.

**26.02.01 The notification to the Local Chief Shop Steward detailed in Article 26.02 shall include the base of the subcontract, the reason for the subcontract and the expected length of time for the subcontract.**

**26.02.02 The sub-contracting of work normally performed by classifications under this collective agreement shall not result in the lay-off of permanent employees.**

**26.02.02.1 The company agrees to maintain its current practice on the insourcing of work. This extends to the introduction of new aircraft types.**

**26.02.03** 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.

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

**26.02.04.1** The discussions detailed in Article 26.02.04 shall take place within thirty (30) calendar days of the request. The Company agrees to provide any pertinent details related to the subcontract, requested by the Union as stipulated in 26.02.02.

**26.02.04.2** It is understood that the discussions described in Article **26.02.03**, shall focus on finding possible ways of avoiding having to resort to sub-contracting.

**26.02.05** Employees shall not subcontract themselves to the Company at anytime (including on time off or while on any leave of absence).

**26.02.06** Sub-contract workers may not perform work in a classification where an employee is on layoff status; unless the recall rights procedure has been respected in accordance with Article 8.08.

**26.02.06.2** When individual sub-contract workers are used in an ad hoc situation within a classification covered by this agreement and are guaranteed a minimum amount of hours per day; employees working overtime within the same classification shall be offered the same guaranteed minimum hours.

## **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 **Local Chief Shop Steward** plus one more, and the **Local Chief Shop Stewards** from Toronto and Vancouver for negotiations concerning renewal of the Collective Agreement.
- 27.06.01.1 **The additional person from Montréal (in addition to the three (3) Local Chief Shop Stewards) defined in Article 27.06.01 shall be elected as per Local Lodge bylaws; six (6) months prior to the expiration of the Collective Agreement.**
- 27.06.02 The Company shall absorb **one hundred (100%)** 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 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
- 27.06.05.1. When an employee's scheduled day off falls during negotiations with the Company, he shall be entitled to take another day off in lieu to be taken according to the conditions mentioned in Article 23.05.**
- 27.06.05.2 All time spent by employees during direct negotiations and the time spent travelling to and from direct negotiations with the Company shall be covered entirely by the Company.**
- 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 **sixteen (16)** 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-four (24)** hours per week.

**27.08.01.1 In addition to the hours granted in Article 27.08.01; an annual bank of one hundred (100) hours in YUL and forty (40) hours in YYZ shall be granted for Union representation. These additional hours shall be granted based on a mutual agreement between the Local Chief Shop Steward and the Manager.**

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.

**27.08.02.1 When the Company is not able to release the Local Chief Shop Steward or his replacement chosen by the Local Chief Shop Steward; the unused hours allocated to the Local Chief Shop Steward shall be banked for future use by the Local Chief Shop Steward or by a union representative designated by the Local Chief Shop Chairperson. Every effort should be made on both sides to allow the release of the Local Chief Shop Steward or a Union representative designated by the Local Chief Shop Chairperson.**

**27.08.02.2 Hours banked in Article 27.08.02.1 shall be taken within the following 12 months; at a time, mutually agreeable between the Supervisor (or Local Manager) and the Local Chief Shop Steward.**

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 1<sup>st</sup> and September 14<sup>th</sup>, a bulletin shall be posted by the Company on the Company's intranet; to allow for the transfer of employees between work locations, at bases where different work locations exist.

**28.01.01.1 The bulletin detailed in Article 28.01.01 shall be issued concurrently with the bulletin detailed in Article 22.05.**

28.01.02 Candidates interested in transferring to another work location shall submit their application **by email** 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 **detailed in Article 28.01.01**, and on condition that an employee meets the requirements of the position he has applied for, he may bump a less senior employee **within the classification that he currently holds seniority rights**, in

another work location. Position requirements must be pertinent and related to the nature of the functions and duties.

**28.01.04.1 All movements shall become effective on January 1st of the following year.**

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).

## **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.

32.01.03      **Any training that occurs away from an employee's home base shall be subject to the conditions of Articles: 7.02.22, 7.02.26, 7.02.27, 7.02.27.1, 7.02.27.2, 7.06, 7.07.01, 7.07.02, 7.07.03, 7.07.03.1, 7.07.04 and 7.07.05.**

32.02      The Company shall **post on the intranet when** endorsement training opportunities **are being** made available. Such **posting** shall be **available** 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 the posting** shall be sent by e-mail to **each** Local Chief Shop Steward.

**32.02.01 The posting detailed in Article 32.02 shall contain the following information:**

- I. The type course being offered.**
- II. The expected start and end dates of the training.**
- III. The location of the training.**
- IV. The projected amount and distribution of seats available per base.**

**32.02.02 The projected distribution of seats per base, per work location and classification shall be emailed to the Local Chief Shop Steward when this information is known by the Company but shall be available at least at the time of the posting. The Company shall update the Local Chief Shop Steward if any changes to the distribution occurs and the reason for such change.**

**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.
- 32.06 Internship Students/Interns**
- 32.06.01 The Union and the Company agree to encourage the development and training of a potential future workforce by allowing Students/ Interns in the workplace.**
- 32.06.02 The Union recognizes Students/Interns, with the following limitations:**
- 1. Students/Interns shall be part of an accredited or approved Transport Canada program.**
  - 2. Each Student/Intern shall be restricted to a maximum tenure of three (3) months in any calendar year. This restriction may only be extended with written approval by the Local Union Shop Steward, and only when the student's program requires an extension.**
  - 3. Students/Interns who are paid by the Company shall pay Union dues.**

4. **Students/Interns shall not be considered as employees, as defined in Article 1.06.15 of this Collective Agreement.**
5. **Students/Interns shall not be considered as part of the normal manpower requirements.**
6. **Students/Interns shall not work overtime.**
7. **Students/Interns shall be supervised at all times by a qualified technician.**
8. **Students/Interns hired during their break periods (Example; Summer Break, Christmas Break or March Break) shall be considered as permanent or temporary employees (depending on the length of employment) under the Collective Agreement.**

**32.07 Central Baggage Training**

**32.07.01 Within twelve (12) months following ratification of this Collective Agreement, all central baggage agents shall receive a 'World Tracer' course. New hires shall receive this training within twelve (12) months of their date of hire.**

**Should the Company or the Union identify additional training needs; the parties shall meet to discuss and evaluate these needs. If the Company and the Union come to an agreement on such training; all Central Baggage agents shall receive the agreed upon training within the following twelve (12) months.**

**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, 2022.**

**33.02 As of April 30, 2022, 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.

33.06 **Any new letters of agreement appended to this Agreement following ratification, shall only be signed by all the undersigned parties (or their designated replacement).**

In witness whereof, the parties hereto have signed, in Montréal, this \_\_\_\_ day of \_\_\_\_, 2017.

For Air Transat

For the International Association of Machinists  
and Aerospace Workers

\_\_\_\_\_  
Mario Lafrance  
Vice President, Technical Operations

\_\_\_\_\_  
Steven St-Arnaud  
Negotiations Committee Member

\_\_\_\_\_  
Bernard Nadeau  
Manager, Maintenance, Montreal

\_\_\_\_\_  
Herb Reiner  
Negotiations Committee Member

\_\_\_\_\_  
Ronald McNiven  
Manager, Maintenance, Toronto

\_\_\_\_\_  
Mathieu Miller  
Negotiations Committee Member

\_\_\_\_\_  
John Cusworth  
Manager, Maintenance, Vancouver

\_\_\_\_\_  
Sébastien Auger  
Negotiations Committee Member

\_\_\_\_\_  
Jean-François Lemay  
General Manager, Air Transat

\_\_\_\_\_  
Patrick Potvin  
Negotiations Committee Member

\_\_\_\_\_  
Julie Bélanger  
Senior Director, Human Resources

\_\_\_\_\_  
George Kuehnl  
General Chairperson, Eastern Region  
District 140, IAMAW

\_\_\_\_\_  
Dominique Jalbert  
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

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 T/R	O/T T/M	D/T T/D	MRC PRM	PCFD LHP	SUPV INTERIM	FUEL TANK RÉS. CARB.	SHIFT PR QUART	IRR SHIFT PR QUART IRR	SHW JFT	TIME BANK BANQUE DE TEMPS	REASON RAISON (OVERTIME ONLY HEURES SUPPLÉMENTAIRES)	A/C REG	INIT. EMPL.	INIT. 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																		
		<b>TOTAL</b>		(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 :  
O/T – T/M:  
D/T – T/D:  
MRC / PRM:  
SHIFT PR QUART:  
IRR SHIFT PR QUART IRR:  
SUP. INTERIM:  
SHW / JFT:  
A/C REG:

REGULAR TIME / TEMPS RÉGULIER  
OVERTIME / TEMPS MAJORÉ  
DOUBLE TIME / TEMPS DOUBLE  
MISSED REST COMPENSATION / PRIME DE REPOS MANQUÉ  
SHIFT PREMIUM / PRIME DE QUART /  
IRREGULAR SHIFT PREMIUM / PRIME DE QUART IRRÉGULIER  
INTERIM SUPERVISOR PREMIUM / PRIME SUPERVISEUR PAR INTÉRIM  
STATUTORY HOLIDAY WORKED / JOUR FÉRIÉ TRAVAILLÉ  
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 1 FOIS PAR MOIS)



# TIMESHEET / FEUILLE DE

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	A/C REG	INIT. EMPL.	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																		
		<b>TOTAL</b>		(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 :  
O/T – T/M:  
D/T – T/D:  
MRC / PRM:  
SHIFT PR QUART:  
IRR SHIFT PR QUART IRR:  
SUP. INTERIM:  
SHW / JFT:  
A/C REG:

REGULAR TIME / TEMPS RÉGULIER  
OVERTIME / TEMPS MAJORÉ  
DOUBLE TIME / TEMPS DOUBLE  
MISSED REST COMPENSATION / PRIME DE REPOS MANQUÉ  
SHIFT PREMIUM / PRIME DE QUART /  
IRREGULAR SHIFT PREMIUM / PRIME DE QUART IRRÉGULIER  
INTERIM SUPERVISOR PREMIUM / PRIME SUPERVISEUR PAR INTÉRIM  
STATUTORY HOLIDAY WORKED / JOUR FÉRIÉ TRAVAILLÉ  
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 1 FOIS PAR MOIS)

# TIMESHEET / FEUILLE DE

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	REASON RAISON (OVERTIME ONLY HEURES SUPPLÉMENTAIRES)	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																		
		<b>TOTAL</b>		40:00	10:00	21:00	17:00				27:00							

**EXAMPLE C**  
Employee is recalled to work after his last day of work.  
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 1 FOIS PAR MOIS)

## APPROVAL / APPROBATION

Manager / Gérant (init.)

Director / Directeur: \_\_\_\_\_



# TIMESHEET / FEUILLE DE

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	REASON RAISON (OVERTIME ONLY HEURES)	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																		
		<b>TOTAL</b>		(37:30) 40:00	12:30	1:00	4:30											

**EXAMPLE D**  
Employee has different start times

R/T – T/R :  
O/T – T/M:  
D/T – T/D:  
MRC / PRM:  
SHIFT PR QUART:  
IRR SHIFT PR QUART IRR:  
SUP. INTERIM:  
SHW / JFT:  
A/C REG:

REGULAR TIME / TEMPS RÉGULIER  
OVERTIME / TEMPS MAJORÉ  
DOUBLE TIME / TEMPS DOUBLE  
MISSED REST COMPENSATION / PRIME DE REPOS MANQUÉ  
SHIFT PREMIUM / PRIME DE QUART /  
IRREGULAR SHIFT PREMIUM / PRIME DE QUART IRRÉGULIER  
INTERIM SUPERVISOR PREMIUM / PRIME SUPERVISEUR PAR INTÉRIM  
STATUTORY HOLIDAY WORKED / JOUR FÉRIÉ TRAVAILLÉ  
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 1 FOIS PAR MOIS)

# TIMESHEET / FEUILLE DE

NAME/NOM \_\_\_\_\_ DEPT/SERVICE \_\_\_\_\_ POSITION/FONCTION \_\_\_\_\_ TEAM/ÉQUIPE \_\_\_\_\_

NO. EMPL. \_\_\_\_\_

SHIFT/HORAIRE **4 x 3**

## EXAMPLE E

- ① Ref.: Article 22.06.06.2  
② Possible MRC between day 7 and day 1 of next work cycle

JOUR / DAY	DATE	HOURS WORKED HEURES TRAVAILLÉES		R/T T/R	O/T T/M	D/T T/D	MRC PRM	HRS	PR	SHIFT	TIME BANK BANQUE DE	REASON RAISON (OVERTIME ONLY HEURES SUPPLÉMENTAIRES	A/C REG	INIT. EMPL.	INIT. SUPER.
1	1	12:00	22:00	10:00					10:00						
2	2	04:00	09:00	5:00			4:00 ①					Missing hours between 22:00 – 04:00.			
3	2	18:00	04:00	5:00	5:00				10:00						
4	3	15:00	04:00	10:00	3:00				13:00						
5	4	13:00	23:00	10:00			1:00 ①		10:00			Missing hours between 04:00 – 13:00.			
6	5	03:00	09:00		2:00	4:00	6:00 ①					Missing hours between 23:00 – 03:00.			
7	5	16:00	21:00			5:00	3:00 ①					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 ①		10:00			Missing hours between 11:00 – 16:00.			
		<b>TOTAL</b>		40:00	10:00	33:00	19:00 ②		53:00						

R/T – T/R :  
O/T – T/M:  
D/T – T/D:  
MRC / PRM:  
SHIFT PR QUART:  
IRR SHIFT PR QUART IRR:  
SUP. INTERIM:  
SHW / JFT:  
A/C REG:

REGULAR TIME / TEMPS RÉGULIER  
OVERTIME / TEMPS MAJORÉ  
DOUBLE TIME / TEMPS DOUBLE  
MISSED REST COMPENSATION / PRIME DE REPOS MANQUÉ  
SHIFT PREMIUM / PRIME DE QUART /  
IRREGULAR SHIFT PREMIUM / PRIME DE QUART IRRÉGULIER  
INTERIM SUPERVISOR PREMIUM / PRIME SUPERVISEUR PAR INTÉRIM  
STATUTORY HOLIDAY WORKED / JOUR FÉRIÉ TRAVAILLÉ  
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 1 FOIS 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 **May 1, 2016**, each Eligible Employee shall contribute for each pay period an amount equal to **5.0%** 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 **5.0%** of Applicable Wages to the Plan.

**As of May 1, 2020: 5.5% Employer and 5.0% Employee**

**As of May 1, 2021: 6.0% Employer and 4.5% 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.

In witness whereof, the parties hereto have signed, in Montréal, this \_\_\_\_ day of \_\_\_\_, 2017.

For Air Transat

For the International Association of Machinists  
and Aerospace Workers

\_\_\_\_\_  
Mario Lafrance  
Vice President, Technical Operations

\_\_\_\_\_  
Steven St-Arnaud  
Negotiations Committee Member

\_\_\_\_\_  
Bernard Nadeau  
Manager, Maintenance, Montreal

\_\_\_\_\_  
Herb Reiner  
Negotiations Committee Member

\_\_\_\_\_  
Ronald McNiven  
Manager, Maintenance, Toronto

\_\_\_\_\_  
Mathieu Miller  
Negotiations Committee Member

\_\_\_\_\_  
John Cusworth  
Manager, Maintenance, Vancouver

\_\_\_\_\_  
Sébastien Auger  
Negotiations Committee Member

\_\_\_\_\_  
Jean-François Lemay  
General Manager, Air Transat

\_\_\_\_\_  
Patrick Potvin  
Negotiations Committee Member

\_\_\_\_\_  
Julie Bélanger  
Senior Director, Human Resources

\_\_\_\_\_  
George Kuehnl  
General Chairperson, Eastern Region  
District 140, IAMAW

\_\_\_\_\_  
Dominique Jalbert  
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 **at least half of their body into** a fuel tank to perform work; shall be granted a premium of **seventy dollars (\$70.00)** 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 **fuel tank entry** 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.
  - **No employee shall be requested to carry out tasks in fuel tanks without the required tooling and equipment; in accordance with the Air Transat Occupational Health and Safety procedure document: 'Confined Space Entry Procedure'.**
  - A **First Aid and** CPR course shall be given to employees who are required to work in fuel tanks;

in accordance with the Air Transat Occupational Health and Safety procedure documents:  
'Emergency Procedure (Confined Space)' and 'Workplace First-Aid Procedure'.

- Recurrent fuel tank entry training that includes confined space simulation in the simulated environment shall be completed in accordance with the Air Transat Occupational Health and Safety procedure document: 'Confined Space Entry Procedure'.
- No employee shall be requested to carry out tasks in fuel tanks that have not completed either initial Company fuel tank entry training course or the Company recurrent fuel tank entry training; in accordance with the Air Transat Occupational Health and Safety procedure document: 'Confined Space Entry Procedure'.

In witness whereof, the parties hereto have signed, in Montréal, this \_\_\_\_ day of \_\_\_\_, 2017.

For Air Transat

For the International Association of Machinists  
and Aerospace Workers

\_\_\_\_\_  
Mario Lafrance  
Vice President, Technical Operations

\_\_\_\_\_  
Steven St-Arnaud  
Negotiations Committee Member

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Bernard Nadeau  
Manager, Maintenance, Montreal

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Julie Bélanger  
Senior Director, Human Resources

\_\_\_\_\_  
George Kuehnl  
General Chairperson, Eastern Region  
District 140, IAMAW

\_\_\_\_\_  
Dominique Jalbert  
Director, Labour Relations

**LETTER OF AGREEMENT NO. 6**  
**THE PROFIT SHARING PLAN**

**The parties have agreed to the following:**

1. All eligible employees shall benefit from the Profit Sharing Plan set up by the Company, as follows:
  - I. Every year, an employee bonus is based on five (5) percent of profits before dividends, extraordinary items, senior management bonuses and Transat A.T. Inc. taxes for the financial year ending October 31;
  - II. The bonus shall be calculated based on the Company's consolidated, audited results. It shall be distributed to participating employees and prorated to the salary they earned during the reference period. Salary earned includes all revenues except the Company's contribution to the eligible employee's retirement plan and the bonus paid out during the reference year;
  - III. Example: Bonus Calculation
    - i. Assuming a payroll of \$198 million:
    - ii. Pretax profits of \$30 million
    - iii.  $\$30,000,000 \times 5\% = \$1,500,000 / \$198,000,000 = 0.757\%$
    - iv. For a salary earned of \$50 000 = \$378,50 bonus
  - IV. Information concerning profits before dividends, extraordinary items, senior management bonuses and Transat A.T. taxes as well as the payroll used to determine the annual bonus shall be sent to the Union, in writing, no later than January 15 each year;
  - V. Eligible employees who are not members of the Company's retirement plan shall receive the full bonus as described in section IV. Eligible employees who are members of the Company's retirement plan shall receive a reduced bonus of fifty percent (50%). As of the Company's 2017 financial year, all eligible employees shall receive the full bonus as described in section IV;
  - VI. To be eligible for the bonus, eligible employees are required to have been employed by the Company during the reference year of the bonus. If, at payment, the eligible employee is absent or laid off, the bonus shall be paid to him in accordance with his instructions.
2. Each of the parties declares to be fully satisfied with this agreement.



In witness whereof, the parties hereto have signed, in Montréal, this \_\_\_\_ day of \_\_\_\_, 2017.

For Air Transat

For the International Association of Machinists  
and Aerospace Workers

\_\_\_\_\_  
Mario Lafrance  
Vice President, Technical Operations

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George Kuehnl  
General Chairperson, Eastern Region  
District 140, IAMAW

\_\_\_\_\_  
Dominique Jalbert  
Director, Labour Relations