

COLLECTIVE AGREEMENT

BETWEEN

BOMBARDIER INC., MILITARY AVIATION TRAINING

AND

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

JULY 4, 2009

to

JUNE 29, 2012

If an inconsistency arises between the English and French versions of this Collective Agreement, the English version will be considered accurate.

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DEFINITIONS

Act of God: An act occasioned exclusively by forces of nature, uncontrolled and uninfluenced by the power of man and which is of such a character that it could not have been prevented or escaped from by any amount of foresight or prudence.

Classification Level: The hierarchy of Occupational Classifications within an Occupational Branch

Immediate Safety Hazard: The individual's capacity to perform work in a safe and proper manner is impaired and their immediate actions may cause or create an imminent danger to personnel or equipment.

Occupational Branch: A grouping of similar Occupational Classifications of differing levels of responsibility and authority.

On Call: Personnel who are required to carry a cell phone and respond to all calls by solving issues over the phone or reporting to work within one hour when required.

Seniority: The length of continuous service in the Company's employ in an Occupational Classification in one of the seniority units

Stand-by: GST personnel required to respond to an on-site aircraft crash within 30 minutes.

Unforeseen Operational Requirement: An unforeseen circumstance or combination of circumstances which the company is contractually obligated to support and planning could not have prevented.

Total Service: The total number of years that the employee has been employed by the Company.

ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is to ensure healthy relations between the Company, the Union and the employees by fostering an atmosphere of respect and mutual trust. It also provides procedures for the settlement of complaints, grievances and disputes, as agreed upon by the parties.

1.02 The parties hereto recognize that it is to their mutual interest to promote a long term viable relationship for the benefit of all, while establishing safe working conditions, efficiency of operations, rates of pay and by settlement of all differences promptly and equitably.

1.03 In the event that any provision of this Agreement comes into conflict with Federal Law or any government body having jurisdiction in applicable matters, that provision shall become null and void.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the IAMAW for the term and for the purpose of the present Agreement as the sole collective bargaining agency, in accordance with the provisions of the Canada Labour Code, for the purpose of bargaining collectively for all Company employees within the scope of this Agreement. The employees so represented by the IAM constitute the bargaining unit and the provisions of this Agreement shall apply only to the employees in the said bargaining unit.

2.02 This Agreement covers all employees of the Bombardier Aerospace NFTC Program in the provinces of Saskatchewan and Alberta performing aircraft maintenance, logistics, forward supply, and related service functions, excluding office and clerical employees, supervisors and those above the rank of supervisor and employees performing flight instruction, flight safety, and quality assurance.

2.03 The Company accepts and recognizes the principle that work normally done by members of the bargaining unit shall not be done by other employees except for instructional purposes, verifying equipment operability, or in cases of unforeseen operational requirements when union personnel are unavailable to perform the work.

2.04 In cases of unforeseen operational requirements, the Company will make reasonable efforts to fill the requirement with union members prior to enlisting non-union employees to perform the required work.

2.05 The provisions of 2.03 and 2.04 above do not in any way prevent the Company from contracting out work in accordance with Article 30.

2.06 The waiver of any of the provisions of this agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further waiver, or for the enforcement of any further breach.

ARTICLE 3 – THE RIGHTS OF MANAGEMENT

3.01 Nothing in this collective agreement shall be interpreted in such a way as to limit the Company in any way whatever in the performance of its management functions. These functions will be performed in a manner consistent with all the provisions of this agreement. It is the Company's function to administer and manage the Company and to manage its personnel.

3.02 Without restricting the generality of the foregoing, these functions include: the authority to manage, transfer, promote, demote, discipline and terminate personnel for proper cause; the right to organize and supervise the work to be performed by employees, to manage employees in the course of their work and to maintain discipline, order and efficiency.

3.03 The functions are subject to the right of any employee to submit a grievance.

ARTICLE 4 – UNION MEMBERSHIP, DUES AND SECURITY

4.01 The Union and its officials and members shall not use coercion or intimidation or discriminatory action in obtaining new members or in persuading any employees of the Company to participate in Union activities.

4.02 No employees shall be discriminated against by the Company, or suffer any loss of seniority or of employment because of membership or activity in the Union, so long as such activities are not carried on during working hours except as defined in this Agreement.

4.03 All employees shall be issued a copy of the collective agreement on the first day of hiring, and the Shop Chairperson shall be notified in writing of any new employee engaged.

4.04 In accordance with Section 70(1) of the Canada Labour Code the company will, from the wages of each employee in the bargaining unit, whether or not the employee is a member of the union, deduct the amount of the regular union dues and will remit them to the union.

4.05 Membership in the Union will be available to all employees covered by this Collective Agreement.

4.06 Union dues will be remitted to the Union no later than the 15th of the month following the deductions.

ARTICLE 5 – STRIKES AND LOCKOUTS

5.01 Whereas this Agreement provides for the just settlement of disputes arising from complaints or grievances involving the interpretation, application or violation of this Agreement which may arise between the parties hereto and binds them to accept and abide by the decision by Arbitration should they fail to settle any dispute by negotiation.

5.02 It is therefore solemnly promised and agreed by the parties hereto that during the life of this agreement, or while negotiations for its amendment or renewal are in progress, there shall be no strike, slow-down, stoppage of work or other interference with production by the employees hereby covered nor any lockouts by the Company.

ARTICLE 6 – UNION REPRESENTATIVES

6.01 Shop Committee. The Company acknowledges the right of the Union to appoint or otherwise select a Shop Committee of three (3) members with one (1) member from Cold Lake and two (2) members from Moose Jaw. In the event the Committee Chairperson is selected from Moose Jaw, the Committee Member in Cold Lake will become the Chief Steward. If the Chairperson is selected from Cold Lake, one of the Committee Members in Moose Jaw will become the Chief Steward. Members of the Shop Committee may be Shop Stewards.

6.02 The duties of the Shop Committee Members acting in this capacity will involve the application, administration or interpretation of this Agreement. Meetings between the Shop Committee and Company Management Representatives shall be held as required, upon request by either party, during working hours. Such meetings may be held by company teleconference to avoid travel. Only Shop Committee Members and an IAM representative shall be present at meetings with the Company.

6.03 Shop Stewards. The Union may designate and the Company shall recognize four (4) Shop Stewards in Moose Jaw and one (1) Shop Steward in Cold Lake in addition to the Shop Committee Members. Additional Stewards may be agreed to between the parties for such work areas or shifts as mutually agreed.

6.04 Chief Steward. The Chief Steward will perform all functions of a regular Shop Steward for his representative area. In addition he will be responsible for dealing with Grievances in accordance with Article 8 of this Agreement on behalf of the Shop Committee Chairperson for his representative site.

6.05 The Chief Steward and Shop Stewards shall be permitted such time as is reasonably necessary during working hours to perform the functions provided by Article 8 herein for the investigation and settlement of a complaint or grievance. He shall not leave his work before having received permission from his Supervisor (or delegate). Such permission may be obtained verbally and shall not be unreasonably withheld.

6.06 The Union will notify the Company in writing, of the names of the Shop Committee Chairperson and all Shop Stewards. The Company will furnish the Union with the Company representatives who are required to perform any act in connection with the carrying out of this Agreement. The parties will promptly notify each other whenever changes occur.

6.07 Members of the Shop Committee (3) shall not be transferred or assigned to a shift other than their normal shifts without an agreement between the Company and the Union.

6.08 The Company shall pay for time required for the conduct of Union business during regular working hours provided such time is reasonable and the business pertains to handling of grievances and meetings between the Union and the Company. To facilitate this, for all joint Union/Company meetings, employees required to report before scheduled start times will have their shift ending times adjusted accordingly. Both parties will make reasonable efforts to avoid having Union business conducted outside of the employee's working hours.

6.09 The Shop Committee and Shop Stewards shall perform the functions herein provided in such a manner as to promote good order and shop discipline and with the least possible interference with the regular duties of their employment.

ARTICLE 7 – SAFETY COMMITTEE

7.01 It is the desire of both parties to this agreement that high standards of safety be maintained in the workplace. Both parties agree to comply with Part 2 of the Canada Labour Code and related rules and regulations. The parties recognize the importance of the Joint Health and Safety Committee to achieving this objective.

7.02 The Chairperson of the committee will rotate as per the Canada Labour Code, Part 2.

7.03 The joint committee shall be made up at Moose Jaw with five members appointed by the Union and at Cold Lake with two members appointed by the Union. Management will have a minimum of 3 members in Moose Jaw and 1 member in Cold Lake. Not all committee members need to be present at every committee meeting. Required attendance at meetings will be based on Canada Labour Code requirements. An employee who attends committee meetings outside of scheduled hours of work shall be compensated at regular time rate of pay.

7.04 The Company will make available the personal safety equipment deemed necessary by the Committee to safely perform each work assignment.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 All complaints, grievances and disputes concerning the interpretation, application or violation of this Agreement shall be negotiated between the representatives of the Union who are employees of the Company, and the Company. Both parties agree to make reasonable attempts to settle grievances at the lowest possible level as quickly as possible.

8.02 During the discussion of a complaint, grievance or dispute if witnesses would aid in the settling of a grievance, they may be requested to attend.

8.03 Unless some other date is mutually agreed between the parties, any grievance involving wages or other money settlement shall, if settled in favour of the employee(s), be retroactive to the date the grievance form is received by the Company excepting when the grievance goes to arbitration, then the decision of the arbitrator shall stipulate the terms of the settlement.

8.04 An employee has no grievance until he has first given his Team Lead (or direct supervisor) the opportunity to respond to the particular complaint. Any such complaint shall be discussed with the employee's Team Lead (or direct supervisor) within ten (10) working days of the event giving rise to the complaint. If the complaint is not resolved to the satisfaction of the employee within five (5) working days thereafter, he may initiate the Grievance procedure.

8.05 Step One. The employee may state his grievance in writing on the union grievance form and the employee's Shop Steward shall present it to his Supervisor or delegate. Within five (5) working days thereafter, the Supervisor or his delegate will meet the employee and the employee's Shop Steward in an attempt to settle the Grievance. Failing settlement at the meeting, the Supervisor or his delegate shall deliver his answer to the Shop Steward within six (6) working days of this meeting.

8.06 Step Two. Should the Union consider that a just settlement has not been found, the Union Shop Committee may present the grievance in writing to the

Aircraft Fleet Manager (AFM) or his delegate, within six (6) working days after the date of the decision in Step One. Within six (6) working days following, the AFM shall meet with the Union Shop Committee in an attempt to resolve the grievance. Only Shop Committee members and an IAM representative shall attend the meeting unless it is mutually agreed to have others attend. The parties agree to work with each other to facilitate and expedite the meeting by using the Company teleconferencing facilities to avoid unnecessary travel whenever practical. Failing settlement of the grievance at the meeting, the AFM, after consultation with Human Resources, shall deliver the final Company answer to the Shop Committee within six (6) working days of that meeting.

8.07 Time Limits. Any time limit provided by this Article may be extended or curtailed by mutual agreement. Where the Company fails to reply within the time limits set out in this article, the employee may proceed to the next level in the process.

8.08 Policy Grievances. In the event of a difference of opinion between the Company and the Union as to the interpretation or violation of any clause or section of this Agreement, either party may refer the matter to arbitration in the same way as a grievance of an individual employee.

ARTICLE 9 - ARBITRATION

9.01 In the event of any disagreement respecting the interpretation or application of this Collective Agreement, or any unjust disciplinary suspension or dismissal of an employee, which cannot be solved by the parties by the grievance procedure, either party may within thirty (30) calendar days of termination of the grievance procedure request arbitration by informing the other party, by registered mail, of its intention.

9.02 Within fifteen (15) working days after the notice of intent to arbitrate has been given, the parties shall select an arbitrator from among those whose names are hereinafter mentioned:

Francine Chad-Smith	David Jones
Tim Christian	Bob Pelton
Gary Semenchuck	Andrew Sims

9.03 Arbitrators will be contacted in the order they appear on the list. The first arbitrator available will be the one selected for the hearing. For any subsequent arbitration, the first arbitrator to be contracted will be the one following the most recent arbitrator used.

9.04 In the event of the unavailability of the above-mentioned persons, the parties shall select an impartial arbitrator.

9.05 If the parties cannot agree on the selection of an arbitrator, either one or both, individually or jointly, may ask the Federal Minister of Labour to appoint an impartial arbitrator.

9.06 The parties shall share the fees and expenses of the arbitrator. Each party shall pay its own costs.

9.07 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of this Agreement.

9.08 The decision of the arbitrator shall be final and binding on both parties.

9.09 Arbitration hearings will normally be held at the site where the affected representatives and employee(s) are located or, in the case of a policy grievance, at the site where the grievance originated unless the parties agree for reasons of cost or schedule, to convene the hearing in an alternate location.

ARTICLE 10 - SENIORITY

10.01 Seniority shall be defined as the length of continuous service in the Company's employ in an Occupational Classification in one of the seniority units.

10.02 The seniority units shall be recognized as:

- a) Moose Jaw; and
- b) Cold Lake.

10.03 The Occupational Branches, Occupational Classifications, Fleets, and Trades within a seniority unit shall be recognized as listed in Appendix A.

10.04 A new employee shall establish his seniority upon completion of a ninety (90) calendar day probation period. Seniority shall be effective from the date of employment.

10.05 Regardless of length of service, an employee will lose all seniority if he:

- a) Voluntarily terminates his employment with the Company;
- b) Is discharged for just cause and not reinstated through the grievance and arbitration process;
- c) Fails to contact the Company within ten (10) working days after a permanent recall has been sent to his latest address appearing in the Company records. A copy of such notice shall be given to the employee's Shop Steward;
- d) Is absent from work for a period of five (5) working days or more without notifying his supervisor or the Human Resources office without reasonable cause;
- e) Is laid off and not recalled to work for a period of two (2) years for an employee with less than five (5) years of total service and three (3) years for an employee with five (5) years of total service or more; and
- f) Fails to return to work following the conclusion of an approved Leave of Absence except in extenuating circumstances, it being understood that

an employee on Long Term Disability is on leave of absence and subject to Section 10.07 upon returning to work.

10.06 By agreement of the parties hereto, seniority may be restored in whole or in part in any case arising out of one or more of the foregoing reasons if extenuating circumstances should warrant reinstatement. Such circumstances shall be brought to the attention of the Company by the Shop Committee.

10.07 At all times the Company shall have available for inspection by the Union a list of employees in each seniority unit and occupational classification and their respective seniority as well as any seniority accrued in other occupational classifications. Such list shall be posted and sent to the Shop Committee at three-month intervals during the term of this Agreement.

10.08 An employee with seniority who is transferred from an occupational classification covered by this Agreement to management employment shall retain his seniority but shall not continue to accrue his seniority while so employed for a period of twelve (12) months. He shall be excluded from the coverage of this agreement and from any and all of its terms and conditions while so employed. He may be returned to the bargaining unit at any time during this twelve (12) month period as long as such return will not have the effect of generating a layoff or displacing a more senior employee. Return to the bargaining unit after this period will only be conducted with the consent of the Union.

10.09 An employee who has been laid off will continue to accumulate seniority for a period of one (1) year with the exception of employees on probation.

ARTICLE 11 – LAY-OFF AND RECALL

11.01 General Principles

11.01.01 Lay-off and recall shall be according to seniority subject to Article 10 herein by Seniority Unit, Occupational Branch, Occupational Classification, Fleet, and then Trade.

11.02 Reduction in the Work Force

11.02.01 In the event of a reduction in the work force, the following employee categories, though not necessarily in this order, will be the first to be laid off within the Occupational Classifications concerned:

- a) Employees on probation;
- b) Casual employees; and
- c) Temporary employees.

11.02.02 If further layoffs are necessary, employees of the Occupational Classification(s) concerned shall be laid off in reverse order of seniority. Those in the Aircraft Maintenance Branch shall be laid off by fleet and trade in reverse order of seniority. The following are exceptions to this order of layoff:

- a) If a lay-off affects employees in the Aircraft Technician Occupational Classification, the Apprentices within this classification will be the first to be laid off; and
- b) The Chief Steward and the Shop Chairperson will not be subject to lay-off unless there is no longer any work available in their respective Occupational Classifications that they are qualified to perform.

11.02.03 In the event of a shutdown arising out of conditions beyond the Company's control, a temporary layoff for the duration of the said incident may occur.

11.03 Notification

11.03.01 No employee with seniority shall be laid off without at least two (2) weeks notice or in exceptional circumstances, two (2) weeks pay in lieu thereof. Any employee absent for any authorized reason will be considered to have had the two (2) weeks notice from the date of return to work inclusive of his first day back.

11.03.02 The Company shall meet with the Shop Committee and supply them with a confidential preliminary list of employees to be laid off 48 hours prior to issuing the layoff notices.

11.04 Bumping Rights

11.04.01 The layoff notice to employees will include notification to the employee on the applicable form that he may avail himself of the right to displace another employee.

11.04.02 Such form shall be filled out and returned to the Company with a copy to the Shop Committee within 48 hours of receipt of the notice and shall bear the signature of the employee being laid off.

11.04.03 An employee may displace the least senior employee in his Occupational Branch and Seniority unit only provided that he meets the general conditions below and the specific conditions applicable to his Occupational Branch in the following paragraphs:

- a) Is willing to accept the responsibility of the job;
- b) Is willing to accept the applicable rate of pay for the job;
- c) Has greater *total seniority* (defined below) than the employee being displaced;

11.04.04 Within the Aircraft Maintenance Branch an employee can only displace an employee in a lower classification and must hold the skills and qualifications required for the specific job to be performed.

11.04.05 Within the Logistics branch, an employee can displace the least senior employee within this branch with the exception of Team Lead. A Logistics Team Lead can displace the least senior employee in the Logistics branch providing conditions in 11.04.01 are met. The company will provide suitable training to each employee occupying a new position as the result of such displacement. If the employee is not able to acquire the necessary skills within 6 months, he will be laid off and the most senior employee on layoff will be recalled.

11.04.06 For the purposes of Bumping, total seniority is the seniority accrued in the employee's current Occupational Classification added to any seniority accrued in lower Classification Levels within the employee's Occupational Branch down to the Level of the displacement. For example, a Team Lead attempting to displace a Servicing Technician would count all Seniority accrued as a Team Lead, a Technical Specialist, an Aircraft Technician, and a Servicing Technician. A Technical Specialist displacing an Aircraft Technician would count seniority accrued as a Technical Specialist as well as Seniority accrued as an Aircraft Technician.

11.05 Increases in the Work Force

11.05.01 In the event of an increase in the work force, laid off employees, eligible to recall in accordance with their seniority, shall be recalled to work in seniority order within the affected Occupational Classifications by Seniority Unit, Fleet and Trade.

11.05.02 Every employee on layoff having seniority at the time of layoff shall be recalled before any other person is transferred or hired into that classification.

11.05.03 Each employee who is laid off will keep the Company informed of his current address, failing which the Company will not be responsible if notice of recall fails to reach such employee.

11.05.04 If an employee fails to contact the Company within ten (10) working days after a permanent recall has been sent to his latest address appearing in the Company records the employee shall lose his recall rights.

11.05.05 Employees on lay-off, and subject to recall, will be given consideration when job vacancies occur during their recall period. When vacancies occur, laid off employees will be contacted at the last address filed with the Company.

11.06 If an employee with less than five (5) years of total service has been laid off for a period of two (2) years or an employee with five (5) or more total service has been laid off for a period of three (3) years, his employment will be terminated and seniority cancelled.

ARTICLE 12 – DISCIPLINE AND DISMISSALS

12.01 The value of consistent, progressive discipline is recognized by both parties. Therefore, except in extreme cases, discipline or discharge for just cause should be preceded by a documented record of counseling, warnings (written, oral) and/or suspensions. It is further recognized that to achieve this purpose, the Union Shop Chairperson and/or Chief Steward as applicable must be copied on all disciplinary notations at the time that they are placed on the employee's file.

12.02 The Company shall advise an employee of any written report on his file and the employee shall have a right to reply to such written report. Such reply shall become part of the employee's file so long as such written report remains in the file.

12.03 Any disciplinary notations will be recorded in the employee's personal record in the Human Resources Department and withdrawn after a period of twelve (12) months. Should other disciplinary warnings of a related nature be filed in the employee's record within this twelve-month period all such related documents shall be retained for twelve (12) months following the most recent warning.

12.04 As an exception to this rule any disciplinary action designated as a "final warning" shall remain in the employee's personal record for a period of twenty-four (24) months.

12.05 Employees shall have the right to see their personnel file upon request. In the event that an employee sees something in the file that he is unaware of, he may lodge a complaint, and such complaint shall be included in the file.

12.06 An employee who is involved in any discussion with management that may result in disciplinary action shall have the right to have a Shop Steward involved in the discussion.

12.07 An employee discharged or disciplined, except in the case of physical violence, immediate safety hazard, or theft shall have the right to an interview with his Union Steward before leaving the Company premises.

12.08 Any grievance filed as a result of discipline or dismissal shall be entered at Step Two of the grievance procedure by the Shop Committee. The right to grieve shall be deemed to be waived if a grievance has not been presented within ten (10) working days after the event that gave rise to the grievance.

ARTICLE 13 – LEAVES OF ABSENCE AND REMUNERATED ABSENCE DAYS

13.01 Unpaid Leaves of Absence

13.01.01 The Company shall notify the Union of any unpaid leave of absence granted of more than thirty (30) days duration.

13.01.02 The Company may grant unpaid leave of absence to employees for personal reasons, providing:

- a) All requests for such consideration are made in writing to the Human Resources Department at least seven (7) days prior to the date such leave is to commence. All such requests must state the reason for the request and the duration of the leave requested;
- b) The granting of leave would not unreasonably affect the Company's operation or schedule of work;
- c) The leave of absence is approved in advance by the Human Resources Manager or his designate; and
- d) The employee shall not engage in any other employment during such leave except with expressed permission of the Company.

13.01.03 In the case of a personal emergency, the seven (7) day notification period may be waived on the authority of the Human Resources Manager or his designate.

13.01.04 If the Leave of Absence period is thirty (30) days or less the employee's seniority will continue to accrue during this period. If the leave of absence is thirty-one (31) days or more the employee concerned will retain his seniority but will not accrue seniority during this period except in the case of an Apprentice attending his annual training session. An Apprentice attending his nine-week annual training session will continue to accrue seniority for the duration of this training.

13.01.05 An employee not returning from a leave of absence within the prescribed time shall be considered as having resigned their position unless the absence is caused by circumstances beyond employee's control.

13.02 Union Leaves of Absence

13.02.01 On request from the Union, the Company shall grant a leave of absence without pay to officials of the Local Lodge or their delegates for the transaction of Union business and to attend Trade Union conventions. The number of employees granted a leave of absence for such an activity and the number of days granted is to be mutually agreed upon. Such leave shall not be unreasonably withheld. Such request must be submitted at least seven (7) days prior to the date of the event.

13.03 Illness Leaves

13.03.01 In cases of sickness or accident which necessitates absence from work, the employee must:

- a) Notify his Supervisor as soon as possible on the first day of his absence;
- b) Inform his Supervisor as soon as possible as to the date when he expects to return to work in order to allow the Company reasonable time to organize the work to be carried out.

13.03.02 A doctor's certificate is required for illness of more than three (3) days or when the employee has been informed that his absenteeism is frequent or excessive.

13.04 Remunerated Absence Days

13.04.01 The main goal of the Remunerated Absence Days (RAD) is to allow employees to receive their full salary in case of illness. In addition, the Company recognizes that employees may have personal and family obligations and may grant an employee a leave upon request when a situation out of the employee's control arises.

13.04.02 Immediate supervisors must approve these days of absence.

Type of Leave	Notes	Paid	R.A.D.	Not Paid
Birth/Adoption (Father Only)	Less than 3 Months of Service	2 days	-	3 days
	More than 3 Months of Service	2 days	3 days	-
Adoption of Spouse's Children	Less than 3 Months of Service	-	-	2 days
	More than 3 Months of Service	-	2 days	-
Marriage	Employee is married on a regular work day	1 day	-	-
	Member of family is married on a regular work day ¹	-	1 day	-
Bereavement Leave (day of the funeral must be included)	Father, mother, spouse, children, brother, sister, stepparents, stepbrother, stepsister	5 days	-	-
	Grandparent, parent-in-law, brother and sister-in-law, son and daughter-in-law	3 days	-	-
	Uncle, aunt, nephew, niece, grandchild	1 day	-	-
Termination of Pregnancy (20 th week on)	Woman – If more than 3 months of continuous services	Maternity Leave	-	-
	Man – If less than 3 months of service	2 Days	-	3 Days
	Man – If more than 3 months of service	2 Days	3 Days	-
Family Obligations	Obligations related to the care and education of a minor child or the health of a member of your family ¹	-	5 days (per year)	5 days (per year)
Court Duties	Jury duty or witness – Payment of the difference between your regular pay (including premium) and any amount you may receive from the court	Duration of duty	-	-
Military Obligations	Payment of the difference between your regular pay (including premium) and any amount you may receive from the reserve	Duration of duty	-	-
Community Service	City council, school board, chamber of commerce or similar activities	-	2 days (per year)	-
Other Personal Obligations	These days must be approved by management	-	1 day -	
Candidate to an election	From the decree up to the 30 th day following the election	-	-	See Notes Column

¹ Family – Spouse, children, father, mother, brother, sister, grandparents.

13.04.03 With the exception of family obligation days and community service days, the days indicated in the previous table are event related.

13.04.04 When employees join Bombardier as full-time regular employees, they become eligible for one RAD for each month of continuous service until the following April 30 up to a maximum of 10 days. Accumulation of RADs is retroactive to the date of hire following completion of probation.

13.04.05 On May 1, or the pay day closest to May 1, employees will become eligible for 10 days of remunerated absence during the current year.

13.04.06 Any unused RADs will accumulate to a maximum of 130 days. No compensatory payments will be made for unused absence days at retirement or termination of employment.

13.04.07 When the RADs have been depleted, any further absences will be granted as unpaid leave or STD or LTD as applicable in accordance with this agreement.

13.05 Maternity and Parental Leave

13.05.01 An employee may take maternity leave for a maximum of seventeen (17) weeks in accordance with the Canada Labour Code. Eligible employees will receive a supplemental maternity benefit that, when combined with the employee's Employment Insurance benefits, will provide the employee with 100% of her base income at the time of leave.

13.05.02 Eligible employees are permanent hourly employees who have worked at least 600 hours before beginning the maternity leave and who receive maternity benefits from the Employment Insurance Commission.

13.05.03 Benefits will be paid for a maximum of 17 weeks. This period will include the waiting period required by the Employment Insurance Commission. If the waiting period is less than 2 weeks, the benefits will be paid for a shorter period.

For example, in the event that the Employment Insurance does not request a waiting period, the benefits will be paid for the first 15 weeks of the maternity leave.

13.05.04 An employee may take unpaid parental leave for a maximum of thirty-seven (37) weeks at the birth or adoption of a pre-school aged child (excluding child of a spouse) in accordance with the Canada Labour Code.

13.05.05 During the course of these leaves of absence, the employee on leave retains his benefits as if at work. However, during parental leave, the employee must either continue to contribute to the Retirement Plan in order to maintain benefits or request leave from the Plan.

ARTICLE 14 – POSTING NOTICES

14.01 The Union shall have the privilege of posting mutually approved notices at specified places on the Company's premises. The Company shall be furnished copies of all such notices 24 hours prior to their posting.

ARTICLE 15 – POSTING OF VACANCIES

15.01 The Company shall post a notice of labour vacancies for a period of five (5) working days at all seniority units simultaneously. Copies of all such postings will be provided in hard copy to the union for posting in the workplace.

ARTICLE 16 – FILLING VACANCIES

16.01 Preference for filling vacancies will be given first to internal candidates at the unit of vacancy, then to other internal candidates prior to considering external applicants.

16.02 Without prejudice to the rights reserved under Article 3 of this Agreement, the Company shall take seniority within the Occupational Branch into consideration when making promotions and where essential qualifications are equal, seniority shall be the determining factor

16.03 A representative appointed by the union will be involved in the selection process for all Union vacancies.

16.04 The union's involvement in this process does not negate the rights to Grieve granted under Article 8.

ARTICLE 17 – HOURS OF WORK

17.01 The normal working week shall be one of forty (40) hours, consisting of five (5) consecutive days from Monday to Friday. All union members assigned to a Svc/Snags crew will work an 8-hour shift with no scheduled breaks while on a day shift and an 8 ½ hour shift with a half hour unpaid meal break while on the evening shift. All other union members will work an 8 ½ hours shift with a half hour unpaid meal break.

Note:

For any Servicing/Snags shift that encompasses the majority of the flying period, the affected employees will work an 8-hour shift with no scheduled breaks.

17.02 Meal breaks, when applicable, will be taken when the employer's operational requirements permit the employee's absence from his assigned duties. Whenever possible, meal breaks will be permitted during the fourth or fifth hours of the shift.

17.03 The Company shall provide at least 24 hours advance notice of cancellation of weekend flying unless such cancellation is due to an act of God. If the company fails to provide such notice, any employee affected shall be compensated with four (4) hours of pay.

17.04 The Company shall notify the union and affected employees five (5) working days prior to any temporary shift change with specific details including the working hours and the duration of the change. Should the company fail to provide such notice, the shifts will only be worked on a voluntary basis.

17.05 If new permanent shift patterns are required as a result of significant changes in the business, the Company and Union agree to negotiate and agree to these new shift patterns.

17.06 Compressed Work Week. For a compressed work weeks, the following conditions apply:

17.06.01 The regular work week will be a four (4) day 40-hour work week from Monday-Thursday or Tuesday-Friday. Each shift will be 10 ½ hours with a ½ hour unpaid lunch break.

17.06.02 Overtime rates will be paid for hours exceeding 10½ hours in a single day or any hours worked outside of the employee's regularly scheduled shift.

17.06.03 When using vacation time or RADs, the following table will be used:

Vacation or R.A.D. Time Used	Vacation or R.A.D. Time Deducted
1 day = 10 hours	1.25 days = 10 hours
2 days = 20 hours	2.50 days = 20 Hours
3 days = 30 hours	3.75 days = 30 Hours
4 days = 40 hours	5.00 days = 40 Hours

17.06.04. For statutory holidays:

17.06.04.01 When a stat holiday falls on a day that the employee is scheduled to work, the employee will take advantage of the stat holiday, working only three days, and will be paid for a 40-hour work week; and

17.06.04.02 When a stat holiday falls on a day that the employee is not scheduled to work, the employee can be granted another day off in lieu of the stat holiday or will be paid an additional 8 hours of pay at the regular rate of pay for that week. If a day off is granted, it will normally be taken on the working day immediately preceding or following the stat holiday unless otherwise mutually agreed.

17.06.05 Either party may cancel such a compressed work week with 10 days notification of the intent to cancel.

ARTICLE 18 - OVERTIME

18.01 As a result of the unpredictable nature of aircraft maintenance work in the flying environment of the NFTC Program, the Union recognizes the necessity of overtime work and agrees to cooperate with the Company in this respect. The Company agrees to make reasonable efforts to minimize overtime and to give as much advance notice as possible to employees.

18.02 When overtime work can be planned in advance, the Company agrees to distribute overtime on an equitable basis from amongst those who volunteer for it giving preference to those in the department/section that the overtime is required. A system will be developed at each location to distribute overtime opportunities equitably and the volunteers will be chosen based on this system.

18.03 When the overtime is required to meet the next flying day's operational commitments, the Company may ask an appropriately authorized employee currently at work to perform the overtime work required. This procedure is deemed to be exceptional in nature.

18.04 Overtime Hours - Employees will be paid time and a half for any hours worked outside of their regular working hours.

18.05 An employee responding to a phone call from work outside of his normal work hours will be paid time and a half for hours spent on the phone or resolving the issue only if the total time exceeds 30 minutes.

ARTICLE 19 – PAYMENT OF WAGES

19.01 Payment of an employee's wages will be made by direct deposit on a bi-weekly basis on Thursday. A statement of total earnings and all deductions for the pay period shall be provided to each employee.

ARTICLE 20 - SPECIAL ALLOWANCES

20.01 Call In Pay - Employees that report to work outside of their normally scheduled working hours will be paid four (4) hours straight time or time and a half for the actual hours worked, whichever is greater except when:

- a) the employee is notified of the overtime prior to leaving the workplace after his normal shift and chooses to return to work at a later time versus remaining in the workplace; or
- b) the employee is required to return to the workplace as a result of an error or omission attributable to the employee.

In the above cases, the employee will be paid at the overtime rate for the actual hours worked.

20.02 On Call Pay – When an employee is on call (as defined in the Definitions section of this Agreement), he will be paid 1 hour at his regular rate of pay for every 24 hour period that he is on call. If he is called into work, he will be paid for call in as per 20.01 above in lieu of the on call pay.

20.03 Night Shift Premium - Any employee working after 2300hrs will receive a premium of \$1 per hour worked after this time.

20.04 Aircraft Release Authority (ARA) Premium

20.04.01 Due to the added responsibilities of the ARA and the requirement for the ARA Desk Controller to fill in for the Team Lead during short absences, there will be a premium of \$1.50 per hour for performing this function. This premium will be paid for the duration that the member is required to fill the duties of ARA/Desk Controller during the active flying day, including associated preparation and recovery time up to a maximum of 30 minutes before and after the flying day.

20.04.02 ARA/Desk Controller shall be shared equitably on a rotational basis among those qualified members normally employed in Servicing/Snags. The rotation schedule is to be developed locally on a crew by crew basis in consultation with the union.

20.04.03 The Company maintains the right to impose restrictions on the number of personnel per crew who will hold Aircraft Release Authority. When new candidates for this authority are being considered, seniority will be taken into account.

20.05 Instructor Premium – A premium of \$1.50 per hour will be paid to an employee performing classroom instruction and for preparation activities directly in support of this classroom activity. The Company will determine the time required for instruction and preparation activities.

20.06 Both the ARA and Instructor Premiums will be paid on a semi-annual basis. Payment will be requested from payroll by Human Resources in the first week of January and the first week of July. The form of payment (cheque, direct deposit) will be chosen by the company.

20.07 Travel Allowances - Travel expenses will be reimbursed in accordance with standard Bombardier Aerospace policies and practices.

20.08 Clothing Allowance - All union members will be entitled to a credit at a local clothing and safety equipment vendor to spend on personal clothing and safety equipment in accordance with the AFMO Clothing Policy. Logistics personnel and Technical Specialists will be entitled to a credit of \$250 per year (\$125 semi-annually). Logistics personnel performing HazMat functions will receive an additional \$180 annually. All other union members will be entitled to a credit of \$500 per year (\$125 quarterly).

20.09 Prescription Safety Glasses - Prescription safety glasses will be supplied to employees prescribed with corrective lenses on the basis of one (1) pair every two (2) years, referring to the date when the employee received his last pair. Purchase

of glasses must be pre-approved through the Human Resources Department and obtained through the supplier arrangement established by the Company.

ARTICLE 21 – GROUP INSURANCE

21.01 The members of Local Lodge 32 shall continue to remain in the Bombardier Aerospace Group Insurance Program which includes medical and dental coverage as well as Basic and Optional Life Insurance.

21.02 The Union will be notified of all changes to the Group Insurance Plan and associated premiums.

NOTE: For current detailed plan information including premiums and coverage refer to the BNET or contact the Employee Service Centre (ESC) at 1-888-855-7474.

ARTICLE 22 – HOLIDAYS

22.01 Every seniority employee shall be paid for one standard shift at straight time for each of the following statutory holidays and for the Christmas shutdown period as detailed in 22.04:

Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day (Included in Christmas shutdown)
Civic Holiday	Boxing Day (Included in Christmas shutdown)
Labour Day	New Year's Day (Included in Christmas shutdown)

22.02 If a statutory holiday falls on a Saturday or Sunday, the holiday will be taken on the Friday preceding or the Monday following the weekend as posted by the Company at the start of the calendar year.

22.03 An employee on an unpaid leave of absence as detailed in article 13.01.02 will only be paid for a statutory holiday if he has worked the last working day preceding the statutory holiday.

22.04 The Christmas Shutdown Period shall be 24 December to 2 January inclusive.

ARTICLE 23 - VACATION

23.01 The Vacation Entitlement (Accrual) year is to be considered as the twelve-month period immediately preceding the vacation year, i.e., May 1st through April 30th.

23.02 The Vacation year is to be considered as the period when employees take their vacation as earned in the preceding twelve-month period (entitlement accrual year). The vacation year shall commence on May 1st in any calendar year and continue through to April 30th of the following calendar year.

23.03 Vacation Schedule

23.03.01 Employees will submit their vacation plans for the next vacation year by no later than 30 April of the previous accrual year.

23.03.02 The Company reserves the right to limit the number of employees on vacation at the same time. In cases where it is necessary to allocate the vacation period of any employee in order to maintain the work schedule or there is a conflict with one or more employees desiring the same date, seniority will be the governing factor.

23.03.03 A maximum of two (2) calendar weeks at a time may be taken between June 1 and August 31. Vacation booked during this period must be booked in week blocks. Vacation booked outside of this period may be booked as broken days. Exceptions may be made by the Supervisor if operational requirements permit.

23.04 Length of Vacation

23.04.01 Upon joining Bombardier, new hires will be granted one vacation day for each completed month of service effective from the first month following the month of hiring date to the following 30 April (maximum accumulation of 11 days).

23.04.02 After the first year of employment, vacation entitlement will be as per the following grid. The reference year is from May 1st to April 30th or the closest pay period.

Service as of May 1st	Vacation	Earnings
1 year but less than 9 years	3 weeks	6%
9 years but less than 17 years	4 weeks	8%
17 years but less than 25 years	5 weeks	10%
25 years and more	6 weeks	12%

23.05 An employee on sick leave, maternity leave, or parental leave shall accrue vacation pay inclusive of any other sickness and accident insurance payments. Employees on leave of absence for any other reasons will not accrue vacation pay.

23.06 The final pay for any employee who voluntarily leaves the Company or who is dismissed will include pay for all accrued annual vacation pay due at the date of termination.

ARTICLE 24 – OCCUPATIONAL CLASSIFICATIONS

24.01 Every employee will be classified under one of the following Occupational Classifications in one of three Occupational Branches as follows. Within each Occupational Branch, the Occupational Classifications are listed from lowest to highest Classification Level:

A. Aircraft Maintenance Branch

1. Servicing Technician
2. Aircraft Technician
3. Technical Specialist
4. Team Lead

B. Logistics Branch

1. Forward Stores
2. Forward Stores Team Lead
3. Warehouse/Shipping & Receiving
4. Warehouse/Shipping & Receiving Team Lead

C. Equipment Maintenance Branch

1. Ground Support Equipment Technician

24.02 An employee who claims that he is normally and regularly assigned work that is not appropriate to his classification shall make application in writing to his Supervisor for a change of classification. Such Supervisor shall record the date of receipt and sign it.

24.03 If the employee disagrees with the Supervisor's reply the employee may, within five working days of receipt of the reply, state his grievance in writing and proceed with the Grievance Procedure beginning at Step 2.

24.04 Job descriptions for each of the Occupational Classifications are contained in Appendix C.

ARTICLE 25 – REVISIONS AND NEW OCCUPATIONAL CLASSIFICATIONS

25.01 The Company will consult with the Union when amendments, additions or deletions of Occupational Classifications or Seniority Units are required and will update Appendix A of this agreement to reflect such changes. For substantial change in work normally and regularly assigned, the Company may adjust rates of pay. Any such adjustments shall be subject to the Union's agreement.

ARTICLE 26 - RATES OF PAY

26.01 Rates of pay shall be as set down in Appendix B attached hereto.

26.02 The levels in the Wage Table correspond to the employee's seniority in his Occupational Classification.

26.03 An employee transferring from one Occupational Classification to another will not incur a reduction in pay as a result of the transfer except in the application of bumping as described in Article 11.04.01 or as a result of failure in the Apprenticeship Program as described in Article 26.04. In all other cases, if the employee's pay at the time of transfer is higher than the rate of pay in the new classification, the employee will maintain his rate of pay at the time of transfer until such time as the rate of pay in the new classification bypasses his rate of pay.

26.04 When the Apprentice Board determines that an Apprentice has failed, the Apprentice will be reclassified as a Servicing Technician with the effective date being the date of the Apprentice Board meeting. The Apprentice's seniority as both an Apprentice and a Servicing Technician will be used to determine the applicable level of pay in the Servicing Technician classification.

ARTICLE 27 - RENEWAL, AMENDMENT AND TERMINATION

27.01 This collective agreement will be in effect upon July 4, 2009 and shall remain in effect until June 29, 2012. Negotiations for the renewal of this Collective Agreement shall be scheduled in accordance with the Canada Labour Code section 49. (1)

27.02 The appendices and Letters of Agreement constitute an integral component of the Collective Agreement.

27.03 Both parties reserve the right to amend and supplement this agreement, by mutual agreement, at any time during the life of this agreement.

ARTICLE 28 - EFFECTIVE DATES AND WAGE INCREASES

28.01 All practices detailed in this Collective Agreement shall be effective on the ratification date of this agreement with the exception of the wage table in Appendix B which is retroactive to 4 July, 2009.

28.02 The increases to the Appendix B wage table are effective as of July 3, 2010 and July 2, 2011.

28.03 For those employees entitled to a progression in accordance with the Appendix B wage table, such progressions will occur on the Saturday preceding the anniversary of their entry into their current Occupational Classification.

ARTICLE 29 – LETTERS OF AGREEMENT

- a) Letter of Agreement 1 – Coverage of Apprentice Program Costs
- b) Letter of Agreement 2 – Ground Search Team Agreement
- c) Letter of Agreement 3 – Weekend Flying Cancellation
- d) Letter of Agreement 4 – Grandfather Rights for Logistic Vacation
- e) Letter of Agreement 5 - Deployment

ARTICLE 30 – CONTRACTING OUT

30.01 No outsourcing of work performed by members of the bargaining unit covered by this Collective Agreement shall result in reductions to the bargaining unit.

30.02 Work may be contracted-out for periods of unforeseen operational requirements of a short duration when qualified members of the bargaining unit are not available to perform the work.

ARTICLE 31 – TEMPORARY ASSIGNMENTS

31.01 Employees temporarily assigned to a position with a higher rate of pay shall receive that higher rate of pay if the duration of this employment is eight (8) hours or longer. An employee in such a temporary assignment will not accrue seniority in that position but will continue to accrue seniority in their regular classification.

31.02 Any relief assignments will be offered to qualified individuals on an agreed to rotational basis to the most senior members of the crew.

31.03 Employees temporarily assigned to a lower classification shall not accrue seniority in that classification for the temporary period and shall not have their rate of pay reduced to that of the lower classification.

31.04 Temporary assignments shall be for periods of no more than sixty (60) calendar days.

31.05 Temporary Assignment Pay will be paid on a semi-annual basis. Payment will be requested from payroll by Human Resources in the first week of January and the first week of July. The form of payment (cheque, direct deposit) will be chosen by the company.

ARTICLE 32 – ELEMENTARY TASKS

35.01 The Company will consult the union prior to implementing any changes to the Elementary Task List.

ARTICLE 33 – TIME BANK

33.01 Overtime shall be recorded and credited to the time bank of the employee concerned at the appropriate time and a half rate pursuant to Article 19 herein.

33.02 Compensatory time off in lieu of overtime shall be taken as mutually agreed between the employee and his Supervisor and in blocks of no less than one (1) hour.

33.03 When overtime is worked, the employee will indicate through the applicable form whether the time will be paid or accumulated in the time bank. No employee may have more than 40 hours in his time bank at any time. If an employee has 40 hours in his time bank, any overtime worked will be paid at the applicable rate.

ARTICLE 34 - INTERPRETATION

34.01 Except where specifically stated to the contrary, the use of the masculine in this agreement shall also be considered to use the feminine.

34.02 Throughout this agreement, wherever there is a requirement for the Company to notify the union, this shall be interpreted to mean that the Company will notify all three (3) members of the Shop Committee in writing or by e-mail.

APPROVAL

Dated at Saskatoon, Saskatchewan, this x day of January, 2010.

**For the Internal Association of
Machinists and Aerospace
Workers:**

Stephen Davenport

Tony Didoshak

Jean-Marc Plourde

Mike Seman

Rea VanKoughnett

**For Bombardier Inc.,
Military Aviation Training**

Stacy Aikman

Darlene Callaghan

Ted Page

Steve Richardson

**APPENDIX A – OCCUPATIONAL BRANCHES, CLASSIFICATIONS, FLEETS
AND TRADES**

Occupational Branch	Occupational Classification	Fleet	Trade
Aircraft Maintenance Branch	Team Lead	Harvard Hawk	
	Aircraft Technician	Harvard	Avn Avs ACS SST
		Hawk	Avn Avs ACS SST
	Servicing Technician	Harvard Hawk	
	Technical Specialist		Avn Avs ACS SST
Equipment Maintenance Branch	GSE Technician		
Logistics Branch	Forward Stores Team Lead		
	Forward Stores		
	Warehouse/Shipping & Receiving Team Lead		
	Warehouse/Shipping & Receiving		

APPENDIX B – WAGE TABLES

AIRCRAFT MAINTENANCE BRANCH

Team Lead	Jul-09		Jul-10		Jul-11	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
Start	32.50	1300.15	33.32	1332.65	34.32	1372.64

Tech Spec	Jul-09		Jul-10		Jul-11	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
Start	29.61	1184.27	30.35	1213.88	31.26	1250.29
12 Months	30.16	1206.34	30.91	1236.50	31.84	1273.60
24 Months	30.69	1227.55	31.46	1258.24	32.40	1295.99
36 Months	31.78	1271.28	32.58	1303.06	33.55	1342.15

Aircraft Tech	Jul-09		Jul-10		Jul-11	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
Start	27.15	1086.01	27.83	1113.16	28.66	1146.56
12 Months	28.24	1129.73	28.95	1157.97	29.82	1192.71
24 Months	28.78	1151.38	29.50	1180.16	30.39	1215.57
36 Months	29.34	1173.45	30.07	1202.79	30.97	1238.87
48 Months	29.88	1195.09	30.62	1224.97	31.54	1261.72

Apprentice	Jul-09		Jul-10		Jul-11	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
Start	17.51	700.34	17.95	717.85	18.48	739.39
12 Months	20.25	809.86	20.75	830.11	21.38	855.01
24 Months	22.85	914.18	23.43	937.03	24.13	965.14
36 Months	26.33	1053.12	26.99	1079.45	27.80	1111.83
48 Months	27.15	1086.01	27.83	1113.16	28.66	1146.56

Servicing Tech	Jul-09		Jul-10		Jul-11	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
Start	16.69	667.45	17.10	684.13	17.62	704.66
12 Months	17.24	689.53	17.67	706.77	18.20	727.97
24 Months	17.78	711.16	18.22	728.94	18.77	750.81
36 Months	18.33	733.25	18.79	751.58	19.35	774.13

EQUIPMENT MAINTENANCE BRANCH

GSE Tech	Jul-09		Jul-10		Jul-11	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
Start	24.36	974.33	24.97	998.69	25.72	1028.65
12 Months	25.45	1018.05	26.09	1043.50	26.87	1074.81
24 Months	26.29	1051.47	26.94	1077.75	27.75	1110.09
36 Months	27.64	1105.50	28.33	1133.13	29.18	1167.13

LOGISTICS BRANCH

Forward Stores	2008 Baseline*		Jul-09		Jul-10		Jul-11	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
	y							
Start	18.50	740.00	18.87	754.80	19.34	773.67	19.92	796.88
12 Months	19.50	780.00	19.89	795.60	20.39	815.49	21.00	839.95

Team Lead Fwd Stores	2008 Baseline*		Jul-09		Jul-10		Jul-11	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
	y							
Start	21.50	860.00	21.93	877.20	22.48	899.13	23.15	926.10

Warehouse/ Shipping & Receiving	2008 Baseline*		Jul-09		Jul-10		Jul-11	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
	y							
Start	19.50	780.00	19.89	795.60	20.39	815.49	21.00	839.95
12 Months	20.50	820.00	20.91	836.40	21.43	857.31	22.08	883.03
24 Months	21.00	840.00	21.42	856.80	21.96	878.22	22.61	904.57

Team Lead Whse/S&R	2008 Baseline*		Jul-09		Jul-10		Jul-11	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
	y							
Start	23.00	920.00	23.46	938.40	24.05	961.86	24.77	990.72

*Transition Rules for Logistics Branch

For personnel in the Logistics Branch, the 2008 Baseline will be used to determine the pay level for each employee. The employee will be placed on the wage table at the level closest to but higher than their current pay level. They will then receive the wage detailed for this level under the Jul 09 column

For each year of the agreement, any Logistics employee who is not entitled to a wage increase (red-circled) will receive a 1% lump sum in lieu of a wage increase. Logistics employees who are entitled to an increase of less than 1% will receive the wage increase as well as a lump sum payment equal to the difference between 1% and the wage increase.

Note: The weekly rate is divided by 40 hours to calculate the hourly rate. In all cases, the weekly rate will be used when entering pay rates into the payroll system.

APPENDIX C – JOB DESCRIPTIONS

POSITION: Servicing Technician

POSITION OVERVIEW: The Servicing Technician is responsible for servicing duties.

PRIMARY RESPONSIBILITIES:

Aircraft Technical:

- Marshall, park, secure, tow, and start aircraft;
- Refuel and replenish aircraft systems;
- Operate light special purpose and general purpose vehicles;
- Configure aircraft (solo/dual configuration);
- Prepare aircraft for static display;
- Wash aircraft and associated components;
- Inflate tires;
- Maintain tools and equipment required to perform primary duties;
- Perform elementary tasks as authorized;
- Carry out workplace inspections and clean ups

POSITION: Apprentice Aircraft Technician

POSITION OVERVIEW: Under the supervision of an Aircraft Technician, the Apprentice Aircraft Technician is responsible for conducting all servicing and maintenance tasks associated with the aircraft systems and components.

PRIMARY RESPONSIBILITIES:

Aircraft Technical:

- Inspect, maintain, repair and test aviation, avionics and egress systems;
- Remove and replace line replaceable units and components;
- Perform specialty work in maintenance shops as required;
- Interpret technical publications and diagrams;
- Maintain tools and equipment required to perform primary duties;
- Order aircraft spare parts and materials to ensure sufficient supplies are available;
- Conduct flight line servicing operations;
- Debrief Team Leads as required;
- Carry out workplace inspections and clean ups;

POSITION: Aircraft Technician

POSITION OVERVIEW: The Aircraft Technician is responsible for conducting all servicing and maintenance tasks.

PRIMARY RESPONSIBILITIES:

Aircraft Technical

- Inspects, maintains, repairs, and tests aircraft systems;
- Remove and replace line replaceable units and components;
- Specialty work in maintenance shops as required;
- Interpret technical publications and diagrams;
- Maintain tools and equipment required to perform primary duties;
- Order aircraft spare parts and materials;
- Conduct flight line servicing operations;
- Debrief Team Lead as required;
- Carry out workplace inspections and clean ups
- Fill position of Desk Controller

In some cases:

- Carry out Safety Systems work as required
- Carry out techniques for NDT
- Carry out repairs or modifications to structure
- Carry out classroom, practical and/or on-job-training (OJT) for other Technicians, Servicing Technicians and Apprentices

POSITION: Ground Support Equipment Technician

POSITION OVERVIEW: The GSE Tech will carry out maintenance on GSE, GST, and Logistics Equipment

PRIMARY RESPONSIBILITIES:

Technical

- Inspect, maintain, troubleshoot, repair and test ground support equipment (GSE), GST equipment, and Logistics equipment;
- Provide training and familiarization to aircraft technicians;
- Debrief supervisor as required;
- Maintain tools and equipment required to perform primary duties;
- Maintain applicable records of work performed;
- Maintain a clean and orderly work environment;
- Order equipment spares and material.

POSITION: Technical Specialist

POSITION OVERVIEW: Responsible for technical support within his technical discipline (Avn, Power Plant, Aviation Life Support Equipment, Avionics/Electrical, Structures). Subject to satisfying prerequisites, he may be assigned authority as a Design Technologist (DT)

PRIMARY RESPONSIBILITIES:

- Keep abreast of major issues on assigned systems and take appropriate action if/when required.
- Monitor and adjust sparing levels.
- Track parts through repair, overhaul process and disposal as required.
- Coordinate and complete Engineering Projects (EPs).
- Perform technical investigations and make recommendations to the SDE for action.
- Review and recommend action for technical publications.
- Provide input and support to the Technical and Business Coordinator (Hawk/Harvard.) For example, special projects and business cases.
- Review technical documentation pertaining to assigned systems. Work with maintenance planners and purchasers to develop an action plan.
- Evaluate effectiveness of system maintenance program.
- Provide technical data and advice to Senior staff, aircraft technicians and other technical specialists;
- Respond to queries from technicians.
- Provide technical support to the Senior Design Engineer (SDE) during Risk Assessments, Flight Permits, Annual Airworthiness Review Boards and other airworthiness functions.
- Maintain a close working relationship with maintenance planners, procurement and outside agencies as applicable.
- Carry out initial evaluation of vendors and provide recommendations (if applicable).
- Assist with configuration management activities.
- Provide technical aircraft maintenance support, including hands-on assistance as required.
- Ensure any issue, problem or service difficulty discovered during the performance of any airworthiness-related activity or technical airworthiness function is referred to the SDE.
- Advise the SDE of any changes within the ATO which will have an impact on the scope and depth of technical airworthiness authority assigned to the ATO.
- Ensure compliance to all applicable policies and procedures including Engineering Control Manual (ECM), Area Procedures Manual (APM) and Maintenance Process Manual (MPM).

POSITION: Team Lead

Position Overview: The Team Lead will lead a team of maintenance technicians in ensuring that the maintenance program is conducted in accordance with approved processes and procedures.

Primary Responsibilities:

- Plan and assign workload (including Emergency Response) to his maintenance team
- Perform aircraft maintenance work as required
- Ensure all team work is carried out in accordance with applicable policies and procedures (e.g. MPM, APM)
- Monitor team and individual performance and provide regular feedback to the Supervisor. Ensure the Supervisor is advised of any significant issues at the earliest opportunity
- Control vacation, Remunerated Absence Days (RADs), and other absences to ensure that absences comply with established policies and that there is sufficient manpower available to meet operational requirements
- Pass all relevant communication to the team and convey team inputs to the management
- Work closely with the Supervisor to develop maintenance priority for the fleet
- Work closely with the Tech and Business Coordinator to resolve technical issues
- Communicate regularly with the customer to ensure awareness of any changes to the program
- Maintain a positive working relationship with the customer, coworkers and other NFTC personnel
- Conduct regular checks of aircraft maintenance records to ensure completeness and accuracy. Correct as required.
- Ensure all work areas are properly cleaned and maintained in a safe condition
- Carry out regular workplace inspections in accordance with OHS, Flight Safety, and Quality requirements

POSITION: Forward Stores Technician

Primary Responsibilities

The Forward Stores Technician's primary responsibilities include:

- Manage forward stores stock including verifying stock levels, maintaining appropriate stock levels and replenishing consumable bins;
- Issue parts to technicians, complete appropriate documentation and make applicable database inputs;
- Allocate parts between the Moose Jaw and Cold Lake Forward Stores and Warehouse locations;
- Maintain security and control of aircraft parts stored in Moose Jaw Forward Stores locations;
- Track and expedite deliveries of items to forward stores;
- Pick up and deliver parts to warehouse when required;

Logistics general responsibilities include the following:

- Operate mobile handling equipment;
- Maintain tools and equipment required to perform duties;
- Perform deliveries as required;
- Carry out workplace inspections and clean ups;
- Assist in the performance of other stores functions when required;

POSITION: Warehouse Technician

Primary Responsibilities

The Warehouse Technician's primary responsibilities include:

- Receive aircraft parts by performing incoming inspections, processing of conformance documentation, and completing applicable documentation (including electronic records);
- Maintain security and control of aircraft parts stored in NFTC warehouse locations;
- Manage and track part locations, perform regular inspections and rectify discrepancies;
- Allocate parts between the NFTC warehouse and forward stores locations;
- Prepare parts and all required documentation for return to vendor;
- Together with purchasing track and expedite delivery;

Logistics general responsibilities include the following:

- Operate mobile handling equipment;
- Maintain tools and equipment required to perform duties;
- Perform deliveries as required;
- Carry out workplace inspections and clean ups;
- Assist in the performance of other stores functions when required;

POSITION: Shipping and Receiving Technician

Primary Responsibilities

The Shipping Receiving Tech Primary responsibilities include the following:

- Prepare items for shipping including
 - Proper packaging and labelling, and
 - All required documentation (i.e. SAP, customs, Dangerous Goods, etc);
- Trace both inbound and outbound shipments with carriers;
- Receive parts including
 - Initial condition assessment and compliance checks, and
 - All required documentation and labels ;
- Manage hazardous materials including storage, disposal and reporting in accordance with applicable regulations;
- Respond to emergencies and spills involving hazardous materials;
- Maintain, repair and manufacture shipping containers;
- Identify and segregate any non-conforming items;

Logistics general responsibilities include the following:

- Operate mobile handling equipment;
- Maintain tools and equipment required to perform duties;
- Perform deliveries as required;
- Carry out workplace inspections and clean ups;
- Assist in the performance of other stores functions when required;

POSITION: Cold Lake Forward Stores Technician

Primary Responsibilities

The Cold Lake Stores Technician primary responsibilities include the following:

- Prepare items for shipping including
 - Proper packaging and labelling, and
 - All required documentation (i.e. SAP, customs, Dangerous Goods, etc);
- Trace both inbound and outbound shipments with carriers;
- Receive parts including
 - Initial condition assessment and compliance checks, and
 - All required documentation and labels ;
- Complete local purchases in the community as approved by the Cold Lake supervisor;
- Maintain, repair and manufacture shipping containers;
- Identify and segregate any non-conforming items;
- Manage forward stores stock including verifying stock levels, maintaining appropriate stock levels and replenishing consumable bins;
- Issue parts to technicians, complete appropriate documentation and make applicable database inputs;
- Track and expedite deliveries;

Logistics general responsibilities include the following:

- Operate mobile handling equipment;
- Maintain tools and equipment required to perform duties;
- Perform deliveries as required;
- Carry out workplace inspections and clean ups;
- Assist in the performance of other stores functions when required;

POSITION: LOGISTICS TEAM LEAD

Position Overview: The Team Lead will lead a team of storespersons in ensuring that the stores activities are conducted in accordance with approved processes and procedures.

Primary Responsibilities:

- Plan and assign workload (including Emergency Response) to his team
- Perform logistics work as required such as Shipping, Receiving, Warehouse and Forward Stores functions.
- Ensure all team work is carried out in accordance with applicable policies and procedures (e.g. MPM, Documented Procedures, OHS Program, IATA Standards)
- Monitor team and individual performance and provide regular feedback to the Supervisor. Ensure the Supervisor is advised of any significant issues at the earliest opportunity
- Control vacation, Remunerated Absence Days (RADs), and other absences to ensure that absences comply with established policies.
- Pass all relevant communication to the team and convey team inputs to the management
- Work closely with the Supervisor to develop work priorities for the team
- Communicate regularly with the Supervisor and other AFMO Team Leads to ensure awareness of any changes to requirements
- Conduct regular checks of documentation and records (including electronic records) to ensure completeness and accuracy. Correct as required.
- Carry out regular workplace inspections in accordance with OHS, Flight Safety, and Quality requirements

Logistics general responsibilities include the following:

- Operate mobile handling equipment;
- Maintain tools and equipment required to perform duties;
- Perform deliveries as required;
- Carry out workplace inspections and clean ups;
- Assist in the performance of other stores functions when required;

Letter of Understanding #1 - Coverage of Apprentices Program Costs

As per the agreed Aircraft Technician Apprentices Program, NFTC Apprentices will attend training at Stevenson Aviation consisting of one nine-week session each year for four consecutive years

Each approved Apprentice will be granted an unpaid leave of absence each year to attend this training. For these leaves of absence, Apprentices will continue to accrue their seniority. Apprentices must apply for and be in receipt of EI benefits while they attend this training. An Apprentice in receipt of EI benefits will receive a supplement from the Company to bring their total pay to 95% of their normal weekly earnings. The Company will also reimburse the following expenses:

- a. cost of textbooks;
- b. tuition fees;
- c. travel expenses for one round trip from Southport, Manitoba to the Apprentice's place of residence during the training

In exchange for this wage supplement and expense reimbursement, each Apprentice agrees to continue to work for the Company for a period of four years following completion of the Apprentices Program. If this Apprentice chooses to leave prior to completion of this four year employment period, he will reimburse the Company all money paid to him as part of this program on a pro-rated basis, taking into consideration any time worked, including but not limited to deduction of any monies owing as a result of his departure from his final pay cheque.

Should an Apprentice be unsuccessful in completing the Apprentices Program, either through academic failure at Stevenson Aviation or through a decision of the Apprentices Board, he agrees to continue to work for the Company as a Servicing Technician for one year for each year of the Apprenticeship funded by the Company. If this employee chooses to leave prior to the end of this employment period, he will reimburse the Company all money paid to him as part of the program on a pro-rated basis, taking into consideration any time worked, including but not limited to deduction of any monies owing as a result of his departure from his final pay cheque.

Darlene Callaghan
Aircraft Fleet Manager
NFTC Program

Tony Didoshak
General Chairperson
IAMAW

LETTER OF UNDERSTANDING #2 - GROUND SEARCH TEAM

Standards – To fulfill Ground Search responsibilities, Bombardier maintains a Ground Search (GS) Team capable of responding to an off-base crash (defined as outside the confines of the 15 Wing 'On - Base Crash Map').

The GS Team will comply with the practices set by the Emergency Response Institute, as adapted in the Province of Saskatchewan the Search and Rescue, Saskatchewan Association of Volunteers (or SAR/SAV) standards. A minimum of two team members will be qualified as Emergency Response Institution Trainers (ERI).

This team will be capable of:

- Locating the crash site(s).
- Locating a downed aircraft.
- Evacuating the injured aircrew, if required, and when there is no risk to the GS Team.
- Providing basic first aid support.
- Securing the site(s) for a period of up to 48 hours.

This team will be able to provide an initial first aid response, to the standards of the First Responder Program, as follows:

- Assess the casualty to determine extent of the injury.
- Provide first aid treatment for immediate life threatening injury.
- Prepare casualty for evacuation.

This Team will also be trained in the operation of all relevant equipment required to locate downed aircraft and aircrew of the NFTC program.

Response Time – Bombardier will provide a 4 person GS Response Team to all one-bell emergency situations within the following response times:

Occasion	Response Time
NFTC local weekday flying	15 minutes
NFTC local night flying	15 minutes
NFTC local weekend - 6 or more A/C	15 minutes
NFTC local weekend - 5 or less A/C	30 minutes
NFTC weekend launch and recovery	120 minutes
Snowbird local weekday flying (when NFTC operational)	15 minutes
Snowbird local weekend flying (when NFTC operational with 6 or more A/C)	15 minutes
Snowbird local weekend flying (when NFTC operational with 5 or less A/C)	30 minutes
Snowbird - (when NFTC is not flying)	As contracted with BA. 15 or 30 minutes.

A GST member on standby will be compensated at a rate of 1hour for every hour of standby to a maximum of 3 hours for an 8 hour period.

In all situations, a second follow on team consisting of 4 members will also be deployed as soon as possible.

Security – The security that the Bombardier GS Team shall provide includes:

- Locating and marking seats, canopies, charges and other hazardous materials as requested by the Command Post. Also, upon request from the Command Post, they will assist subject matter experts in locating other aircraft parts necessary to prevent further injury or for Flight Safety investigation purposes.
- In the event that GS Team personnel encounter bio-HAZMAT during their search for aircraft parts, their involvement will be limited to marking the location and informing appropriate on-scene personnel so that it may be handled by medical staff.
- Members of the Bombardier GS Team shall also act, within the law, as cordon guards for the crash site(s), until relieved by the Command Post or OSCER with longer-term providers of this service, for a period of up to 48 hours from the time of the incident.

Staffing and Training

Should the staffing complement need to change for operational reasons, the Company and the Union agree to negotiate these complement changes. The GS Team shall consist of 2 Team Leads and 14 Team Members.

Team Leads will be selected by the GS Team and, once elected, remain in their position for a period of two years.

Team Members will be selected through an interview process involving the Company with input from the GS Team. Whenever possible, 12 of the team members should originate from one of the two shifts with an even distribution between shifts.

All team members must make a 5 year commitment to the GS Team. Early departure is possible provided that it has been approved by the member, the Company and the Union.

Every reasonable effort will be made, by the Company, the GS Team and the member to complete GS training within 6 months. Barring any unforeseen operational requirements training days will be as follows:

Month	Type
January	Joint
February	Joint
March	Separate
April	Joint*
May	Exercise
June	Separate
July	Separate
August	Separate
September	Joint
October	Exercise
November	Separate
December	Joint

* May occur in March if Easter is early.

Job Responsibilities

Ground Search Team Member – The GS Team Member is responsible to the GS Team Lead and the GS Supervisor in the conduct of his/her duties. The GS Team Member is responsible for:

- Personal GS Team qualification in all aspects of the GS mission.
- Annual review of the GS Team Concept Document and GS Team Training Plan.
- Annual review of his/her personal qualification file.
- Reporting GS sub-component financial expenditures to the Team Leader.
- Ensuring that personal GS deployment resources are adequate and maintained to the necessary standards and quantities for emergency response.
- Commitment to attend required training and exercises.
- Meeting all obligations as outlined in the terms and conditions of this document.

Ground Search Team Leads – The GS Team Leads are responsible to the company appointed GS Supervisor in the conduct of his/her GS duties. The GS Team Leads are responsible for:

- The overall well being and status of his/her team.
- Providing to the GS Supervisor sufficient personnel from his/her team to cover GS requirements.
- Advising the GS Supervisor that there are insufficient personnel available for appropriate GS coverage if and when this occurs.
- The adequacy and currency of the GS Team Concept Document in concert with the coordinator.
- Tracking and reporting any GS subcomponent financial expenses.
- The adequacy and currency of the GS Team Training Plan in conjunction with the Coordinator.
- Documentation and provision to the Coordinator, a list of consumables and losses.
- Ensuring that personal GS sub-component deployments are adequate and maintained to the necessary standards and quantities for emergency response.
- The status of the training currency of his/her team.
- Annual review of the GS Team Concept Document and GS Team Training Plan.

GS Premium

GS Team Members will receive a monthly premium, in addition to their basic pay, to compensate them for the additional responsibility associated with being a member of the GS Team.

These premiums will be as follows:

Type	Yr 1 Monthly Premium 4-Nov-09 – 2-Jul-10	Yr 2 Monthly Premium 3-Jul-10 – 1-Jul-11	Yr 3 Monthly Premium 2-Jul-11 – 29-Jun-12
Basic Member	\$273.16	\$279.99	\$288.39
5 Year Member	\$315.18	\$323.06	\$332.75
Team Lead Member	\$336.19	\$344.59	\$354.93
Team Lead & 5 yr Member	\$378.22	\$387.68	\$399.31

Note: GSAR Premiums will increase annually at the same rate as the negotiated wage increase.

Employees earning less than \$20.00 per hour will be entitled to an additional premium equal to the difference between their current rate of pay and the \$20.00 per hour minimum. This additional hourly premium will be paid when these employees:

- Are involved in GS Training days.
- Are on a GS exercise.
- Are responding to an actual crash.
- Are working GS specific overtime, approved by the GS Supervisor
- Are working overtime for local flying on the weekend.

If an employee receiving this premium chooses to bank overtime instead of receiving pay for the overtime hours, he will accumulate these bank hours at his normal rate of pay.

Premiums will be paid on a monthly basis.

The Company will continue with existing practices regarding provision of meals to the GST members.

Ground Search Clothing Allowance

Each GST member will receive a Clothing Upkeep Allowance of \$125 annually to replace items from the initial GST issue as well as to supplement this initial issue with additional items required for the performance of GST duties. This upkeep will be in the form of a credit at Mark’s Work Wearhouse and will be deposited into their personal account on 1 February of each year. Any member joining the team within two months of this deposit being made will be ineligible for this annual allowance for that year.

Each member of the GST will be provided with an initial issue upon joining the team. This does not apply to current members of the team who have already received their initial issue. It is the member’s responsibility to maintain and replace these items as they wear out through normal use, using the annual clothing allowance with the following exceptions:

- a. the Company will reimburse the member for replacement of CSA Approved Waterproof Safety Boots once every three (3) years; and
- b. in cases where an item is damaged or contaminated as a direct result of performing Ground Search duties (such as an exercise or responding to an accident), the Company will fund the replacement or repair of damaged items.

All items with the exception of footwear must be returned to the Company upon a member’s departure from the team and the Company will assess whether the condition of the equipment is such that it can be reissued for use to another member. Along with the initial issue, each member will receive a credit at Mark’s Work Wearhouse of \$125 to supplement this issue. The initial issue list is as follows:

Initial Issue

Qty	Item
1	Summer Jacket
1	Rain Jacket

1 pr	Rain Pants
1 pr	CSA Approved Waterproof Safety Boots
1 pr	CSA Approved -100 Winter Boot
2 pr	Coveralls
1 pr	Winter Gloves/Mitts

In addition to this initial issue, each member will be provided the following equipment for the duration of his time on the GST. The individual member will not be expected to maintain or replace these items. They will be replaced as required by the Company and must be returned to the Company when the member leaves the GST:

Additional Items

Qty	Item
1	High Visibility Orange Parka
1	Hi Visibility Orange Winter Overalls
1	Knapsack
1	Survival Vest
1	Sleeping Bag (Winter)
1	Sleeping Bag (Light Weight)

The intent of this initial issue and annual allowance is to provide GST members with the items required to adequately perform their duties as part of this team. GST members are expected to use these items and annual allowance for that purpose only.

Darlene Callaghan
Aircraft Fleet Manager
NFTC Program

Tony Didoshak
General Chairperson
IAMAW

LETTER OF UNDERSTANDING #3 - WEEKEND FLYING CANCELLATION

As per Article 17, employees will not be compensated for a cancellation of weekend flying if such cancellation is the result of an Act of God. Snow and ice removal will only be considered an Act of God if the Company and DND have done all of the required planning for the weekend program and the weather conditions were such that there was no reasonable way to prepare the runways for the flying program.

Reasonable planning includes:

- Ensuring that SNIC equipment is serviceable and available for weekend use
- Ensuring that SNIC personnel are scheduled to work the weekend
- Ensure that weather conditions are closely monitored and cancellation is communicated at the earliest possible opportunity

If reasonable planning, as detailed above, does not take place, the employees scheduled to work will be compensated with four (4) hours of pay if less than 24 hours notice is given.

Inside of the 24 hour notice period, if the flying schedule is changed instead of cancelled as a result of an act of God, anyone scheduled to work during that flying period will only do so on a voluntary basis.

Darlene Callaghan
Aircraft Fleet Manager
NFTC Program

Tony Didoshak
General Chairperson
IAMAW

LETTER OF UNDERSTANDING #4 – LOGISTICS VACATION ENTITLEMENTS

Logistics personnel who currently have vacation entitlements greater than those detailed in Article 23 will retain their current entitlements until such time as the Article 23 entitlements surpass their current entitlements.

Darlene Callaghan
Aircraft Fleet Manager
NFTC Program

Tony Didoshak
General Chairperson
IAMAW

LETTER OF UNDERSTANDING #5 - DEPLOYMENT

Until such time as the scope and magnitude of fleet deployments requested by our customer are better understood, requests for such deployments will be handled in the following manner:

- Management will consult with the union with respect to all requested deployment assignments;
- Travel will be reimbursed as per the Bombardier travel policy;
- Support for deployments will be on a voluntary basis with volunteers sought from snags/servicing first and maintenance/shops if required;

The Company will confirm to the union whether deployments will become a regular part of business in a timely manner. Terms and conditions will be negotiated between the company and the union negotiations committee.

Darlene Callaghan
Aircraft Fleet Manager

Tony Didoshak
General Chairperson