

COLLECTIVE AGREEMENT

between

CASCADE AEROSPACE, INC.

and

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW – CANADA), LOCAL 114**



www.caw.ca

March 31, 2011 – March 30, 2014

CASCADE AEROSPACE COLLECTIVE AGREEMENT

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ARTICLE 1 – RECOGNITION

1.01 Bargaining Recognition

The Company recognizes the Union as the sole and exclusive bargaining agent for all employees as defined in Article 1.02 hereof, for the purpose of establishing rates of pay, hours of work and other conditions of employment.

1.02 Bargaining Unit Defined

The term employee as used in and for the purpose of this Agreement shall include all those employees covered by the Certification issued by the Canada Industrial Relations Board and those employees included or excluded by the agreement of the Parties and those employees engaged in mobile repair parties.

1.03 No Other Agreement

No employee shall be required or permitted to make a written or oral agreement with the Company which may conflict with the terms of this Agreement.

1.04 New or Modified Job Families or Classifications

(a) The Company and the Union agree that they shall meet to negotiate the rates of pay, description, progressions, and duties for any new job classification created by the Company that fall within the scope of this Agreement and that will fall within an existing job family.

(b) Where the Union or the Company asserts that there has been a significant modification to the duties of an existing classification within an existing job family, the parties shall meet to review the changes, and where required, negotiate the new rates of pay, description, progressions, and duties.

(c) Meetings shall commence within twenty-one (21) days of the new classification or change in classification being brought to the other parties' attention.

(d) If the parties are unable to agree, either party may invoke the grievance procedure and refer the issue to arbitration for a binding decision on the job description, duties, rates of pay, progressions and the appropriate classification within an existing job family. Any increase to rates of pay will be retroactive to the date that the Company created a new classification or modified an existing classification.

(e) No new job families shall be created unless there is mutual agreement with the Union in writing. No existing job families shall be deleted unless there is mutual agreement with the Union in writing.

1.05 Union Access to Facility

(a) The National and Local Representatives of the Union assigned to service the members at Cascade and the Local 114 President shall have access to the

Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. The Union will contact the Human Resources Department prior to arriving on site to advise that a visit is pending and will not interrupt employees who are working without the prior permission of Management. Permission to speak to employees who are working shall not be unreasonably withheld.

- (b) Additional Union representatives shall be permitted access to the plant with prior approval of the Company and subject to such reasonable conditions as it may apply.

1.06 Bargaining Unit Work

The Company agrees that it will continue to follow the principle that work normally performed by employees within the bargaining unit shall not be performed by other employees of the Company. However, the Union recognizes that the flexibility necessary to the Company's operations requires that such work be carried out from time to time, for varying periods of time, by employees not within the bargaining unit. This will not be exercised in such a way as to cause the layoff or permanent replacement or reduction in the regular earnings of any bargaining unit member or in instances where the decision to do bargaining unit work is as a result of training bargaining unit members to do work that they have not yet been trained to do. This will not be used as a means to avoid formal training of bargaining unit members.

1.07 Contract Labour

The use by the Company of temporary contract workers supplied by any agency engaged in the business of supplying temporary contract help shall be limited to requirements created by temporary overload situations, or other requirements of a short-term nature.

The Plant Chairperson shall be notified in writing of the use of such workers and the reasons therefore at least seventy-two (72) hours in advance prior to the date each individual contract worker commences work unless the Plant Chair agrees in writing to a shorter notification period. Permission from the Plant Chair shall not be unreasonably withheld if the reason for a lesser period of notice is due to a situation that will give the Company legal grounds to declare *force majeure*, AOG aircraft, or unforeseen non-routine critical path tasks that will cause the contracted schedule not to be met.

The period of employment of any such workers shall be limited to nine hundred and sixty (960) cumulative hours of work for each contract worker in a twelve (12) month period measured from their first hour worked in the plant except with the written permission of the Plant Chair. The Union's permission shall not be unreasonably withheld.

The use of contract workers will not be exercised in such a way as to cause a delay in hiring regular employees or cause the lay-off, delay the recall or the loss of regular earnings or opportunities of those directly affected in the bargaining unit.

Where there are employees on lay-off, those laid off employees shall first be offered the opportunity of performing such work, provided they have the ability required and are available when needed.

Unless permitted in writing by the Plant Chair, the total number of active contract workers at the time that a grievance is raised shall not exceed ten percent (10%) of the total number of active bargaining unit members on the last monthly report given to the Plant Chair in accordance with Article 2.13 including those bargaining unit members recalled since the report was published.

If permission for additional contract workers has not been granted and if it can be shown that the Company is exceeding this number of contract workers, the Company will immediately remove a sufficient number of individual contract workers with the least amount of hours worked from the worksite to ensure that it is again in compliance with the ten percent (10%) threshold.

The parties agree that AOG Tank Tigers performing work as per their past practice in effect as of March 30, 2008 are not included under this Article.

There will be a monthly Union Management meeting to discuss the status of contract labourers, current Union staff and the status of the Company hiring plan.

1.08 Gender References

Except where specifically stated to the contrary, or where the sense requires the contrary, the use of the words "he", "him", or "his" in this Agreement shall be considered to include the feminine gender.

1.09 Co-operation

All parties to this Agreement hereby commit themselves to the fullest co-operation with the objective of maintaining safe and efficient and uninterrupted production in the Company's plant.

1.10 Quarterly Meeting on Policy Items

The Company and the Union agree to meet quarterly or more frequently if required to discuss policy items of mutual interest. For the purposes of these meetings, the Company shall recognize a Union Committee not to exceed seven (7) members and these members shall be paid for their attendance at these meetings at applicable rates.

1.11 Corporate Reorganization

In the event the Company changes ownership, merges with another Company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the Union recognition and/or certificate issued by the Canada Labour Relations Board then in existence will not be affected in any way except as otherwise governed or directed by the Board. The Company further agrees to enter into negotiations with the Union relative to protection of employee's seniority and other conditions of this Agreement. Failing settlement, the provisions of the *Canada Labour Code* will apply.

1.12 No Reduction

No employee shall suffer a reduction in wages or benefits as a result of the signing of this Collective Agreement.

1.13 Transfer of Operations

Should the Employer, during the life of this Agreement, decide to move from its existing locations in Abbotsford as they currently exist in whole or in part, to another location in Canada, the Employer agrees to negotiate with the Union four (4) months prior to such move for the purpose of providing a Transfer of Operations Agreement to provide:

- (i) Protection of the seniority rights of existing employees.
- (ii) The right of existing employees to transfer with the jobs they normally perform.
- (iii) Extension of the collective agreement to cover the new location.

ARTICLE 2 – UNION REPRESENTATION

2.01 Bargaining Committee and Plant Chairperson

- (a) The Union may select, and the Company shall recognize, a Bargaining Committee not to exceed five (5) members, one of whom shall be the Plant Chairperson, to administer the affairs of the Union as they relate to plant operation. Members of this committee shall be employees of the Company.
- (b) To facilitate a proactive Labour Relations environment, the employee designated by the Union as the Plant Chairperson will notify the Company of their intended regular office hours on a monthly basis.

2.02 Names of Committee Members

- (a) The Union agrees to furnish the Company with the names of the members of the above Committee, and of its duly elected officers and representatives appointed to perform any act in connection with the carrying out of this Agreement, and undertakes to notify promptly the Company of any change in the membership of the committees or of its officers or appointed representatives.
- (b) The Company agrees to furnish the Union with the names of those of its Supervisory and Managerial Personnel with whom the Union may have dealings in connection with the administration of this agreement, and will notify the Union promptly of any changes thereto.

2.03 Shop Steward Recognition

- (a) Area Shop Stewards selected by the Union and recognized by the Company shall be allowed time off during working hours to be provided for the investigation and discussion of grievances pursuant to Article 6.01. The maximum number of Stewards shall be fifteen (15). The Shop Steward(s) shall make arrangements for any such periods of time with his/her Supervisor; permission will not be unreasonably withheld. When the Company finds it necessary to layoff or discipline a Shop Steward, the Plant Chair and Local Representative shall be notified prior to such layoff or discipline.

- (b) The Company, or a person acting on its behalf, shall not discharge, suspend, transfer, lay-off or otherwise discipline an employee, or discriminate against a person in regard to employment or a condition of employment because of that person's activity in the Union.

2.04 Union / Management Meeting Times

- (a) The Plant Chair and up to three (3) employee Union representatives shall meet each calendar month with Management unless mutually agreed otherwise to discuss outstanding grievances and any other issues of mutual concern.
- (b) All meetings between the Union Committees and the Management of the Company shall be held during regular working hours, except by mutual agreement. In scheduling such meetings, a reasonable increment of time shall be allotted to discuss the business on hand.
- (c) No employee serving on one of the above Committees shall lose regular time for attendance at meetings with Management and such time shall be paid at applicable collective agreement rates, including overtime if required under the terms of the Agreement.
- (d) Minutes of meetings between the Company and the Union shall be taken and prepared by Company personnel in a type written format and shall be distributed to the parties within seven (7) days of each meeting.

2.05 Union Membership and Orientation

- (a) The Company will regularly consult with the Plant Chair (or designate) to ensure that new employees are scheduled to privately meet during each induction class for forty-five (45) minutes with the Plant Chair (or designate) and the Union Co-Chair of the Safety Committee (or designate) during working hours and without loss of pay for the purpose of handing them a copy of the Collective Agreement and to conduct a presentation on Union affairs and safety issues.
- (b) The Company will provide the Plant Chair with a copy of the offer of employment letter and any other information related to terms and conditions of employment related to each new employee within thirty (30) days of the new employees' first day of work.

2.06 Union Bulletin Boards

The Union will have the exclusive use of four (4) large locking bulletin boards provided by the Company, one (1) adjacent to the lunchroom, one (1) in the center of the Hangar, and one (1) by the Bay 3/4 sign-in computer, and one (1) in Hangar 3 for posting matters relating to Union meetings and other Union matters. All such material can only be posted by a Shop Steward and only upon the authority of the Bargaining Committee of the Union. Notices posted on the above bulletin boards will not be illegal, defamatory, or contrary to good customer relations.

2.07 Paid Education Leave

The Company agrees to pay on a monthly basis into a special fund three cents (\$.03) per hour, per employee for all hours worked for the purpose of providing paid education leave. The purpose of such leave will be to upgrade employee skills in all aspects of trade Union functions. Such monies will be paid into a trust fund established by the National Union, CAW, and forwarded by the Company to:

CAW Paid Education Leave Program
205 Placer Court, North York
Willowdale, Ontario M2H 3H9

2.08 Union Committee Meetings

The Plant Chair and up to six (6) Shop Stewards or members of the Bargaining Committee and the Union Co-Chair of the Joint Health and Safety Committee will be permitted to meet on site without loss of pay or any other benefit for a private meeting on site not to exceed sixty (60) minutes once per month. The Union will give two (2) months written notice of the schedule of meetings for the following two (2) months.

2.09 Union Office

The Company will provide the Union with a reasonably-sized private, secure mutually agreed office space and facilities on the main premises for the exclusive use of authorized Union officers and representatives. The Union will provide filing cabinets, desks, chairs and other office furniture and an up to date computer and printer/fax machine as required to furnish the office to a reasonable standard. The Company will provide a fax line, direct phone line, and a secure high speed internet connection for the private and exclusive use of the Union in this office. The Union will be responsible to reimburse the Company for all long distance charges.

The location of the Union office shall not be changed without mutual written agreement with the Union.

2.10 Union Representatives' Hours

(a) **Plant Chair**

The Plant Chair shall not be laid off or have any reduction or freezing in hours, pay, seniority or any other benefit during their term of office. The employee holding the elected Plant Chair position will be authorized to leave work to perform Union duties related to the administration of the collective agreement at the rate of pay applicable to a Crew Lead 1 position but, if their normal rate is higher than Crew Lead 1, at no less than their regular rate of pay they were earning upon taking the position and without loss of pay or any other benefit including normally scheduled progressions or opportunities, in accordance with the following table:

Number of Employees	Minimum Number of Plant Chair Hours Allowed Per Week
0-300	25
301+	40

The Plant Chair shall attend to Union business as required and as necessary for the administration of the collective agreement and shall be given free access to the premises and the Union office for these purposes. The Plant Chair shall be permitted to attend all meetings related to bargaining unit members if requested. The Plant Chair shall be eligible to sign-up for voluntary overtime (at the rate applicable to their classification prior to serving as the Plant Chair) in line with the applicable provisions of the agreement and their normal seniority.

(b) Union Health & Safety Chair

The employee holding the elected Union Health & Safety Chair position will be authorized to leave work to perform health and safety duties without loss of pay or any other benefit including normally scheduled progressions or opportunities-

The Union Health & Safety Chair shall attend to business related to health and safety as required and shall be given appropriate access to the premises and the Union office for these purposes. The Union Health and Safety Chair shall be permitted to attend all meetings as required related to health and safety that involves or could involve bargaining unit members.

The Union Health & Safety Chair shall be permitted a minimum of twelve (12) hours of time off with no loss of pay per work week to be taken when needed during that week and such time shall be paid for by the Company. Unused hours shall not carry over from one (1) week to the next. The scheduling of these hours will take into consideration customer requirements and operational needs. Scheduling agreement will not be unreasonably withheld by either party. The purpose of these hours is to augment the provisions of Article 3. All parties agree to work towards a continuously improving cooperative proactive safety culture.

(c) Employees who are away from their workstation for a minimum period of six (6) consecutive months under this Article will receive, if needed, at the time of their return to work, sufficient on the job training in line with the training requirements of the family/classification in order to be re-familiarized and to perform their tasks adequately. Employees who are unable to regain the required qualifications for their classification given the opportunity within nine (9) months of their return may be reclassified accordingly. Employees are expected to make every effort to re-qualify for their classification as soon as possible.

(d) Employees holding a position that requires a minimum number of hours worked to maintain their qualifications and/or certifications or other licence requirements will be permitted to work the minimum number of hours needed to maintain the necessary qualifications, certifications, endorsements and/or licences.

(e) The Company shall recognize a designated alternate Plant Chair during any absence of five (5) days or more. The Company will be notified of any such absences at least two (2) weeks prior to the commencement of the absence.

2.11 Printing the Collective Agreements

Each employee will be provided with a booklet-sized copy of the collective agreement which will be printed in a printing shop at Company expense. Sufficient copies will be printed so as to supply all current employees and cover any anticipated employee turnover at all locations. Extra copies will also be printed for the Union and Management as necessary for the ongoing collective agreement administration.

2.12 Access to Shop Stewards

Employees who wish to leave their work station in order to consult with their Shop Steward during working hours regarding a time sensitive matter arising out of the collective agreement can do so without loss of pay, providing they obtain prior authorization from their Supervisor or, in their absence, another Supervisor on duty if their Supervisor is not available. This authorization will not be unreasonably withheld.

2.13 Information for the Union

The Employer will supply the Plant Chair and the Local Representative with the following information at the end of every month:

- (a) Employees who have been hired, discharged or who have quit during the month;
- (b) Employees transferred into or out of the bargaining unit during the month;
- (c) Employees on leave of absence at the end of the month, the type of leave, and effective date of the leave if the Plant Chair has not already been notified;
- (d) Employees on medical leave and/or Workers' Compensation during the month and the date of the occurrence;
- (e) Employees on light duties, modified work or other accommodation;
- (f) Employees on layoff at the end of the month;
- (g) Employees who have lost seniority during the month;
- (h) Any changes in Supervisors who deal with the Union;
- (i) The Employer will provide the following information for all bargaining unit employees in alphabetical order:
 - (i) Name
 - (ii) Address with postal code
 - (iii) Telephone number
 - (iv) Date of Hire
 - (v) Employment status (full-time / part-time)
 - (vi) Classification
 - (vii) Hourly rate and any premiums tracked.
 - (viii) Job Family
- (j) Any new rules, policies, or procedures implemented by the Employer through the Document Distribution System (DDS) will be provided to the Plant Chair in hard copy written format on an ongoing basis. Where not distributed on the DDS, all new or revised Human Resources policies which affect members of the bargaining unit will be given to the Plant Chairperson in hard copy written format.

- (k) An update on the status of all contractors in the plant in relation to bargaining unit work.
- (l) The Plant Chair shall be entitled to receive a soft copy of any of the information outlined above upon request.

ARTICLE 3 – HEALTH AND SAFETY

3.01 Employer and Employee Obligations

- (a) The Company will take all necessary precautions to maintain safe, sanitary, and healthful conditions at all work places and will, as a minimum, fulfill all of its obligations under Part II of the *Canada Labour Code*.
- (b) Health and Safety is of paramount importance to all personnel. All employees have obligations under Part II of the *Canada Labour Code*. All persons working within Cascade Aerospace will be expected to observe established health and safety policies and to immediately report unsafe or harmful conditions, equipment, or practices in accordance with the Hazard Identification procedure where possible to their Supervisor and/or a Health and Safety Committee member who shall investigate, and, if deemed necessary, arrange to correct the problem as soon as possible.

- (c) The Company shall ensure that the health and safety at work of every person employed by the Company is protected.

3.02 Posting of Information

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

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

3.03 Health and Safety Committees

- (a) **Safety Committee**
The Local Union shall elect or appoint six (6) Union members to serve on the Safety Committee.
- (b) **Policy Committee**
The parties also agree to establish a joint Occupational Health and Safety Policy Committee as set out in section 134.1 of the *Canada Labour Code*.

The Union Safety Committee Co-Chair and two (2) additional members serving on the Safety Committee set out above will be automatic representatives on the Policy Committee in addition to the Plant Chair, and a Local Representative. On behalf of the Company, the Director responsible for Safety will be one of the delegates on the Company side of the Policy Committee.

(c) Meetings of Committees

(i) The Union Safety Committee members shall meet in person with a Company representative or representatives at least once each month on paid time at applicable rates.

(ii) The Union Policy Committee members shall meet in person with a Company representative or representatives at least once every three (3) months on paid time at applicable rates or more often if other meetings are required as a result of an emergency or other special circumstances

(iii) The time, date, location, and agenda of the Committee meetings will be established by mutual agreement. There shall be equal numbers of Union and Company representatives on the Safety Committee and the Policy Committee.

(iv) Co-Chairpersons shall be elected from and by the members of each Committee. One Chairperson shall be selected by the Company members and the other by the Union members.

(d) The Safety and Policy Committees will jointly develop their own protocol and procedures for their meetings.

(e) After consultation between the two (2) Co-Chairpersons, additional persons necessary to the proper functioning of the Safety Committee and/or the Policy Committee and the thorough consideration of an issue may be invited by either Co-Chair of the Safety or Policy Committee to attend Safety or Policy Committee meetings, inspections, and/or investigations with voice but no vote. Employees must have the approval of their Supervisor prior to participating in safety-related meetings, inspections, or investigations. Permission to attend shall not be unreasonably denied.

(f) Minutes will be kept of all matters discussed in the Safety and Policy Committee meetings to ensure an accurate record is kept of all proceedings. All documentation and reports brought before either Committee will be referenced in the meeting minutes.

(g) Safety Committee Duties

The Safety Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the Occupational Health and Safety (OH&S) program, and shall promote compliance with applicable government regulations. Without limiting the generality of the foregoing, the Safety Committee shall:

- (i) at least once each month, inspect all or part of the workplace so that every part of the workplace is inspected at least once every six (6) months unless the Safety Committee determines by mutual agreement that once per year is frequent enough and the Policy Committee agrees with this position.
- (ii) participate in the development of, where these do not already exist, written health and safety policies and programs;
- (iii) recommend measures required to correct hazardous conditions and to attain compliance with applicable government regulations;
- (iv) have full access to and copies of all government and Company reports, studies and tests relating to the health and safety of employees, or to the parts of those reports, studies and tests that relate to the health and safety of employees, but shall not have access to the medical records of any person except with the person's consent.

(h) **Policy Committee Duties**

In addition to 3.03 (b),(c),(d),(e), and (f) above, the Policy Committee shall:

- (i) assist in the development and final approval of Health and Safety policies and programs;
- (ii) participate in the development and monitoring of the overall safety program for the prevention of hazards in the work place that also provides for the education of employees in health and safety matters;
- (iii) consider and expeditiously dispose of matters concerning health and safety raised by members of the Safety committee or referred to it by a work place committee or a Health and Safety representative;
- (iv) participate to the extent that it considers necessary in inquiries, investigations, studies and inspections pertaining to occupational health and safety;
- (v) participate in the development and monitoring of a program for the provision of personal protective equipment, clothing, devices or materials;
- (vi) cooperate with health and safety officers;
- (vii) monitor data on work accidents, injuries and health hazards; and,
- (viii) participate in the planning of the implementation and in the implementation of changes that might affect occupational health and safety, including work processes and procedures.

- (j) Union Safety or Policy Committee members shall be compensated by the Company at the applicable rate of pay for time required to attend meetings or perform any of their other functions as authorized by both Chairpersons of the Committee. The Co-Chairs of the Safety or Policy Committee must jointly approve Committee members' time spent away from their regular work duties and such approval shall not be unreasonably withheld. Although overtime may become payable, it is the intent of the parties to hold these meetings on straight time whenever possible. All employees must get the permission of their Supervisor before leaving their regular duties.
- (j) Union Safety or Policy Committee members shall be entitled to meet for thirty (30) minutes as caucus time paid at applicable rates prior to meeting with Company representatives at each Safety or Policy Committee meeting. Additional time to caucus shall be granted upon request and shall not be unreasonably withheld.
- (k) The Company will post and keep posted, on the main Safety Board, the names, work place telephone numbers if applicable and work locations of all of the members on the Safety and Policy Committees.
- (l) The Company shall provide the Union members on the Safety and Policy Committee with a locking file cabinet and a computer, printer and internet access.
- (m) The Union Co-Chair of the Safety Committee will receive time off with pay from their regular duties to perform their duties as required and as mutually agreed.

3.04 Right to Refuse Unsafe Work

- (a) It is recognized that consistent with the provisions of Part II of the *Canada Labour Code*, employees may refuse to use or operate a machine or thing, to work in a place, or to perform an activity if the employee while at work has reasonable cause to believe that:
 - (i) the use or operation of the machine or thing constitutes a danger to the employee or to another employee, or
 - (ii) a condition exists in the place that constitutes a danger to the employee, or
 - (iii) the performance of the activity by the employee constitutes a danger to the employee or to another employee.
- (b) An employee may not, under this article, refuse to use or operate a machine or thing, to work in a place, or to perform an activity if the refusal puts the life, health, or safety of another person directly in danger or if the danger referred to above is a normal condition of employment.
- (c) The employee must immediately notify their Supervisor of their concern.

- (d) A Supervisor or Employer receiving a report made under subsection (c) must immediately investigate the matter and
 - (i) ensure that any unsafe condition is remedied without delay, or
 - (ii) if in his or her opinion the report is not valid, must inform the person who made the report.
- (e) If the procedure under subsection (d) does not resolve the matter and the worker continues to refuse to use or operate a machine or thing, to work in a place, or to perform an activity, the Supervisor or Employer must investigate the matter in the presence of the worker who made the report and in the presence of in the following order:
 - (i) a worker member of the Health & Safety Committee, or if not available, then
 - (ii) a worker who is selected by the Union representing the worker, or if not available, then
 - (iii) any other reasonably available worker selected by the worker.
- (f) If the investigation under subsection (e) does not resolve the matter and the worker continues to refuse to use or operate a machine or thing, to work in a place, or to perform an activity, the Supervisor or the Employer must immediately notify a HRSDC office to request that the office investigate the matter without undue delay and issue whatever orders, if any, are deemed necessary.
- (g) Once the Employer has complied with orders, if any, issued by the HRSDC officer, the employee shall resume work.
- (h) If an employee decides to appeal any orders or lack of orders issued by HRSDC, he/she shall choose to do so either through the provisions set out in the *Canada Labour Code* or through the grievance procedure. The employee and the Union shall inform the Employer of which process is to be used prior to starting an action and that selection shall be irrevocable unless the Employer and the Union agree otherwise.
- (i) The Employer shall ensure that no other employee is asked or permitted to perform the work of the employee who refused unless the second employee is advised of the reasons of the work refusal in presence of the Union Safety Committee member or her/his designate and/or the refusing employee.
- (j) No employee who, in good faith, exercises his or her right to refuse work shall be discharged, penalized or disciplined for refusing to use or operate a machine or thing, to work in a place, or to perform an activity where he/she believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations.

- (k) No employee shall lose pay, seniority or benefits for the remainder of a shift due to a work refusal although the employee may be assigned to other work.
- (l) A written report covering all aspects of each work refusal shall be produced and delivered to the Safety Committee Co-Chairs for review at the next monthly meeting.
- (m) All other provisions relating to work refusals as set out in sections 128, 128.1 and 129 of the *Canada Labour Code Part II* shall continue to apply to employees covered under this agreement.

3.05 Proper Education and Training

- (a) Employees shall not operate any piece of equipment or begin work unassisted in any classification until he/she has received necessary training and instruction, by a qualified person, on the safe and proper inspection and use of all tools and machinery that he/she is required to use by a qualified representative
- (b) All new employees will receive at least four (4) hours of general health and safety training paid at applicable rates in addition to any specific training provided by the Company for specific tasks. The Policy Committee shall participate in the development of the content and method of delivery of such training. Where required, all new employees shall also receive WHMIS training in compliance with the *Canada Labour Code*.
- (c) The Employer will cover the course fees, registration, wages and expenses at applicable rates to enable each Safety Committee member to attend up to two (2) days of mutually agreed safety training each year. Agreement to send members on courses recommended by the Union shall not be unreasonably withheld.

3.06 Accident and Incident Investigations

- (a) Every injury which involved or could have involved a worker going to a doctor or hospital must be investigated. Where an investigation into an accident or incident is required by regulations, the Co-Chairs will meet to appoint a qualified individual to carry out the investigation. It will be the objective of the Co-Chairs to perform the investigations as efficiently as possible, however, in the event the Co-Chairs are unable to agree on an individual, they shall both appoint one (1) qualified person to perform the investigation.
- (b) The Safety Committee shall participate in all investigations of accidents and incidents or inquiries, studies and inspections pertaining to the health and safety of the employees. The appropriate governmental inspection agency shall be notified immediately after the accident or incident if required.
- (c) Accident or incident investigation reports shall contain the information required on the appropriate forms provided by HRSDC including but not limited to:

- (i) the place, date, and time of the accident or incident;
- (ii) the names and job titles of persons injured, if applicable;
- (iii) the names of witnesses;
- (iv) a brief description of the accident or incident;
- (v) a statement of the sequence of events which preceded the accident or incident;
- (vi) the identification of any unsafe condition, acts, or procedures which contributed in any manner to the accident or incident;
- (vii) recommended corrective actions to prevent similar occurrences;
- (viii) the names of the persons who investigated the accident or incident and their signatures.

3.07 Right to Accompany Inspectors

The Union Co-Chairperson or alternate shall be allowed to accompany any inspectors where the inspection is related to the Health and Safety of employees on an inspection tour in accordance with the Inspector's directive.

3.08 Confined Space Entry

- (a) The Committee shall review the work areas in the plant to determine those specific work activities they consider hazardous for confined space entry and make recommendations if necessary.
- (b) The Committee shall recommend confined space entry procedures including but not limited to: air sampling and ventilation, communication systems, personal surveillance arrangements, proper instructions and training, rescue procedures, and personal protective equipment.
- (c) The Company shall ensure such recommendations, if adopted, are followed.
- (d) Areas defined as confined spaces by the Joint Health and Safety Committee shall not be changed unless there is mutual agreement of the Joint Health and Safety Committee to delist certain areas as confined spaces.

The following list of areas are considered to be confined spaces: aft of the 947 bulkhead, aft of the 1016 bulkhead, left-hand and right hand forward E&E bays, inside nose wheel pressure panels, v-stab in CL215.
- (e) Employees assigned to confined space entry work involving fuel tanks, dry bays, and including but not limited to bladder tank equipped aircraft will receive a premium of two dollars and fifty cents (\$2.50) per hour for a minimum of two (2) hours per shift.

3.09 Confidentiality of Health Information

The parties to this agreement recognize the importance of confidentiality of health information and of access by employees to their own health information.

- (a) Health information about any employee must be kept confidential between the employee, the health professional and Human Resources.

(b) The Company shall not reveal any health information concerning a present or former employee to a third party, unless required by law, without the written, informed consent of the employee for each occasion upon which health information is requested.

3.10 Accident to be Reported to First Aid

An employee involved in an accident at work, or who becomes ill due to conditions at work, shall report the accident to First Aid.

3.11 Payment on Day of Injury

When an employee is injured while at work so seriously as to require immediate medical attention, the employee shall report to first aid and will be paid for all regular time lost by reason of such injury on the date the employee was injured up to the end of their shift. In the event that their injury is of such a serious nature that the employee is unable to report to First Aid, it will be reported through their immediate Supervisor.

3.12 Transportation Costs

When an employee is injured at work so seriously as to require transportation, the Company agrees to provide or pay the cost of transportation on the day injury occurs, between the plant, hospital and home.

3.13 Protective Equipment

(a) Employees whose work requires them to wear protective devices may obtain the following from the Company as required at no charge (except as set out in (b) or (c) below), including but not limited to: necessary tools and equipment, eye protective devices, hearing protection, breathing apparatus and respirators, face masks and, when handling acids, aprons, gloves and rubber boots. The Company will supply and clean all coveralls and smocks. Where specialized protective clothing or equipment is required by the Company for a specific operation, the cost will be borne by the Company.

(b) The Company will contribute one hundred dollars (\$100) annually (or allow this amount to be carried over annually up to thirty-six (36) months for a total of three hundred dollars (\$300), upon the presentation of receipts, towards the purchase of footwear with CSA approved steel toes, approved personal moulded hearing protection or other approved optional safety equipment or clothing.

(c) The Company will make available for use quality weather protective clothing such as rain gear and winter parkas. The minimum number of such items maintained in the tool crib will be equivalent to ten percent (10%) of the total number of employees in the bargaining unit.

3.14 First Aid Attendants

(a) It is the Company's responsibility to ensure there are adequate First Aid Attendants on duty at all times. At least fifty percent (50%) of the total required First Aid Attendants will have a Level 2 certification. All current Level 2 certified First Aid Attendants may retain that certification as long as

they are in the First Aid Attendant position. Where there are an insufficient number of volunteers capable of attaining Level 2 certification, the quantity of Level 2 certified attendants may drop below fifty percent (50%).

- (b) The Safety Committee will ensure that at least one (1) Union member on the Safety Committee as selected by the Union will have a Level 2 First Aid ticket. This individual must be prepared, if required, to be designated as a First Aid Attendant.

3.15 Duty to Accommodate

- (a) The Company and the Union recognize the requirement to comply with legislation and regulations as they pertain to the accommodation of employees.
- (b) The Company will discuss with the Union the necessary arrangements to accommodate an employee under this Article. All light duty, work hardening and/or trial programs, modified duties, or accommodation arrangements will be mutually agreed and set out in writing between the Company and the Union.

3.16 National Day of Mourning

Each year on April 28th at 11:00 a.m. work will stop and one (1) minute of silence will be observed in memory of workers killed or injured on the job. The Union shall send the Company a reminder of this requirement at least one (1) week prior to April 28th.

3.17 Equipment and Workplace Environment Standards

- (a) The Company agrees to keep all equipment in safe operating condition and will ensure that all heating, lighting, ventilation and exposure standards are reviewed frequently by the Safety Committee. The Company will ensure that the temperature and ventilation in all work areas is maintained at a reasonably comfortable and safe standard where possible.
- (b) In accordance with Article 3.04, any employee shall not operate any equipment which he or she considers to be in such condition as to endanger its safe operation. Any such equipment will be repaired before being put back into service. Employees will continue to follow the current lock-out and reporting procedures in place.

3.18 Monitoring

- (a) Where the Safety Committee determines that the provisions of Article 3.17 (a) are not being met, the Company will ensure the requisite monitoring is undertaken by qualified personnel.
- (b) Where the Company has purchased monitoring equipment, an adequate number of Safety Committee members shall be trained in the use of that equipment and shall have access to the equipment as required.

3.19 Working Alone

Adequate provision shall be made to monitor the health and safety of workers required to work alone or in isolation. These measures shall be reviewed no less than annually by the Safety Committee. This language does not require that two (2) people must be assigned to perform all jobs. The Safety Committee shall develop the required policies that determine when this Article applies.

3.20 Ergonomic Requirements

- (a) The Safety Committee will address ergonomic concerns and training on an ongoing and priority basis and will work progressively toward improving the workplace/employee interface.
- (b) The OH&S Committee will develop an ergonomics checklist which shall be used in job station designs and/or for the introduction of new processes and procedures.
- (c) All job stations, computer stalls, and workplace procedures will be reviewed by the OH&S Committee no later than October 1, 2011 to determine if they are ergonomically appropriate. The Employer agrees to train four (4) members of the OH&S Committee on ergonomics practices.

ARTICLE 4 – HUMAN RIGHTS IN THE WORKPLACE

4.01 No Harassment or Discrimination

Employees will not suffer any harassment or bullying nor will they be discriminated against by the Company and/or the Union, or any of the officers or agents acting on their behalf, with respect to terms or conditions of employment on the grounds of sex, race, colour, nationality, ancestry, place of origin, language ability, family relationship, place of residence, political affiliation, sexual orientation, disability, conviction for which a pardon (or equivalent) has been granted, or failure to act on a directive which is illegal or contrary to any provision of this Agreement. The Company will also comply with its responsibilities under the *Canadian Human Rights Act (CHRA)* and the *Employment Equity Act (EEA)*.

The Company further commits that no employee covered by this Agreement will be unlawfully interfered with, coerced, or discriminated against by the Company, its officers or agents, because of lawful activity on behalf of the Union.

Workplace Harassment - The Company and Union are committed to providing a harassment-free workplace. Harassment is defined as a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome, that denies individual dignity and respect on the basis or grounds such as gender, disability, race, colour, sexual orientation, conviction for which a pardon (or equivalent) has been granted or other prohibited grounds as stated in the *Canadian Human Rights Code*. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment or bullying may take many forms, verbal, physical, or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The

following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos, visual materials;
- Refusal to work or converse with an employee because of their racial background, gender, etc.
- Unwanted physical conduct such as touching, patting, pinching, etc.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation;

Harassment is not:

Harassment is in no way to be construed as properly discharged Supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

4.02 Filing a Complaint

- (a) If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:
 - Request a stop of the unwanted behaviour;
 - Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
 - Document the events, complete with times, dates, location, witnesses, and details;
 - Report the incident to Supervisor / Union Representative.
- (b) However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their Supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union Representative / Company Representative.
- (c) **Investigation** - Upon receipt of the complaint, the Company Representative / Union Representative contacted will immediately inform their Union or

Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Director, Human Resources or designate and the Local Union President. A formal investigation of the complaint will then begin by the Local Union President and Director, Human Resources or their designates, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

- (d) **Resolution** - The Local Union President and the Director, Human Resources or their designates will then complete a report on the findings of the investigation. The Local Union President and Director, Human Resources will make a determination on an appropriate resolution, and ensure the resolution is fair and consistent with the intent of the Company and National CAW policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, if unresolved, the complaint will be inserted into Step 2 of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All employees have the right to file a complaint with the Human Rights Commission and to seek redress under the *Human Rights Code*.

The Company and the Union agree that changes may be made to this policy by mutual agreement.

4.03 Harassment and Discrimination Awareness Training

- (a) At least once per calendar year, the Company will hold two (2) hour respectful workplace and harassment and discrimination training programs for employees who have not yet received such training on paid Company time. The Union will be permitted to have input into the material in advance and the Plant Chairperson or a Shop Steward will attend each session.
- (b) Refresher courses on harassment and discrimination for individuals and/or groups will be scheduled as required but no less than once every three (3) calendar years.

4.04 Women's Advocate Program

- (a) The parties recognize that female employees may sometimes need to

discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counsellors or women's shelters to assist them in dealing with these and other issues. Issues related to formal allegations of workplace harassment shall be reported to the Plant Chair and the Director of Human Resources.

(b) For this reason the parties agree to recognize that the role of Women's Advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate will meet with female members, discuss problems with them and refer them to the appropriate agency when necessary.

(c) The Employer agrees to provide access to a confidential voice mail box that can be maintained by the Women's Advocate and that is accessible for female employees to contact the female Women's Advocate. As well, the Employer will provide access to a private meeting room when requested by the Women's Advocate so that confidentiality can be maintained when a female employee is meeting with a Women's Advocate.

(d) The Company and the Union will develop appropriate communications to inform female employees about the advocacy role of the female Women's Advocate providing contact numbers to reach the Women's Advocate.

(e) The Women's Advocate will participate in an initial forty (40) hour training program organized by the CAW and annually attend a three (3) day training program including travel time. The Employer agrees to provide a leave of absence where necessary for the Women's Advocate to attend training programs.

(f) The Employer agrees to provide the Women's Advocate ongoing time off from their regular duties with pay as required subject to operational requirements.

ARTICLE 5 – DISCIPLINE

5.01 Just Cause

The Company agrees that an employee bound by this Agreement may only be disciplined for just and reasonable cause.

5.02 Reasons for Discipline to be Written

The Company shall set out its written reasons for any discipline, suspension, or discharge of an employee.

5.03 Disciplinary Notices

Disciplinary letters including terminations, suspensions, documented verbal warnings and letters outlining a suspension pending an investigation given to Employees must bear the signature of their immediate Supervisor. A copy of any such notice will be given

to the Shop Steward at the time of discipline or notification of suspension pending investigation.

5.04 Access to Personnel File

(a) The Company agrees that an employee shall have access to his/her personnel files during normal work hours in the presence of Human Resources personnel and shall have access to the grievance and arbitration provisions of this Agreement to dispute any entries on his/her file. Copies of all entries into the personnel file will be given to the employee at the time of filing.

(b) In addition to the employee, accredited representatives of the Union shall be permitted to prepare a copy of the employee file with written authorization from the employee. Human Resources will also work with Union staff representatives to forward copies of all specific requested information from employee files relevant to a grievance upon request and with written authorization from the employee.

(c) It is agreed that Quality Investigation Reports will not be included in any employee file nor used to support discipline of any employee except where the information provided by the employee during the Human Resources investigation differs from the information they provided during the Quality Investigations. Employees involved in a Quality Investigation, upon their request, will receive a copy of their Accident and Investigation Report (SF-FR-002).

(d) For the purposes of administering the Collective Agreement and using information against any employee at any proceeding arising out of this Agreement, there shall be only one (1) employee file as referenced in this article.

5.05 Signing not Agreement

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

5.06 Removal of Discipline from Employee Files

(a) Where an Employee receives a verbal or written warning, reference to such warnings (and any related material) will be removed from the employee's file after twelve (12) calendar months providing the employee has not received any further related written warnings or suspensions during the twelve (12) calendar month period.

(b) Suspensions and any related material (other than those levied as a result of violations of Article 4) will be removed from an employee's file after eighteen (18) calendar months providing the employee has not received any further related written warnings or suspensions during the eighteen (18) calendar month period.

- (c) Suspensions and any related material levied as a result of violations of Article 4 will be removed from an employee's file after thirty-six (36) calendar months providing the employee has not received any further related written warnings or suspension during that time period.

- (d) It is agreed that by mutual agreement of the parties, the timelines above may be adjusted for a longer or shorter if warranted.

- (e) When an investigation has been concluded without the Company taking disciplinary action, the material collected in the investigation will not be placed on the employee's file.

5.07 Union Representation at Investigative and Disciplinary Meetings

- (a) If in the course of a normal interview or meeting it is determined that there may be grounds for disciplinary action, the interview shall be adjourned and the employee will select a Shop Steward of their choice currently on shift to attend and represent the employee at any related meeting prior to proceeding further. No investigative or disciplinary meeting will take place without a Shop Steward present.

- (b) Where an employee requests a Shop Steward who is not on duty to represent them at investigative and disciplinary meetings, the Company will consider the request and may allow the meeting to be rescheduled at a later date, but not more than five (5) days later. Such requests shall not be unreasonably denied provided there shall be no additional costs to the Company as a result of the rescheduling and if the Company will not be prejudiced by the delay.

- (c) Attendees at the investigative and disciplinary meetings shall receive the applicable rate of pay for all time spent in attendance at such meetings except employees who have been suspended or terminated and where such suspension or termination has not been overturned through the grievance procedure.

5.08 Time Limit for Imposition of Discipline

- (a) Employees will be advised if the Company is considering discipline within fourteen (14) calendar days of the Employer becoming aware of the incident(s) for which discipline is being considered or any resulting discipline shall be deemed to be null and void.

- (b) A meeting to discuss the incident(s) in question shall be scheduled as soon as reasonably possible but this meeting shall be held not longer than fourteen (14) calendar days from the time of notification of pending discipline unless objective circumstances such as vacation, illness, bereavement, unavailability of witnesses, etc. warrant a longer period or any resulting discipline shall be null and void.

- (c) The Company must either close the file or impose discipline within thirty (30) calendar days of a meeting arising under this clause, unless otherwise

mutually agreed. The Plant Chair must agree to different time limits in writing for an extension to be valid.

- (d) An Arbitrator or Arbitration Board may extend the time limits under this Article if they are satisfied that there are reasonable grounds.

5.09 Letters of Discussion

Letters of discussion records are non-disciplinary. Employees may request the presence of a Shop Steward working on shift during meetings which will be documented in a letter of discussion. Both the employee and the Shop Steward, if present, shall be given a copy of the documented letter of discussion upon request. Letters of discussion records shall be removed from the employee file after twelve (12) calendar months.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Grievance Procedure

Any employee covered by this Agreement who considers they have been improperly dealt with or that the Agreement has been violated as it affects them shall have the right to use the following grievance procedure:

An employee who considers they have grounds for a grievance is required, if practicable, to discuss the matter with their immediate Supervisor, alone or accompanied by their Shop Steward before presenting a written grievance.

If these discussions do not resolve the matter at issue, a written grievance may be presented at Step 1. Once a grievance has been presented in writing at Step 1, any further communication by the Company to the grievor on matters pertaining to the grievance shall be presented through the Shop Steward involved or a member of the Bargaining Committee.

STEP 1

If the oral decision of the Supervisor is unsatisfactory to the employee, the grievance shall be presented in writing by the Shop Steward, with the employee, to the employee's Supervisor on a form furnished by the Union with a copy sent to the Director of Human Resources. The grievance as written will be specific as to the nature of the alleged injustice or violation and enumerate the articles allegedly violated. The Supervisor shall give their answer in writing to the Shop Steward involved or a member of the Bargaining Committee within ten (10) days following receipt of the grievance.

STEP 2

If the written decision of the Supervisor is unsatisfactory to the employee, the grievance shall be referred to the Manager, who shall give their answer in writing to the Shop Steward involved or a member of the Bargaining Committee within ten (10) days after receipt of a grievance.

STEP 3

If the decision of the Manager is unsatisfactory to the employee, the grievance shall be referred to the Director, Human Resources, or their delegate, who shall meet with a member of the Bargaining Committee within ten (10) days and render a decision in writing within ten (10) working days of the meeting. Should the time limits be too short to enable the Director, Human Resources to deal effectively with a grievance, the time limits may be extended by mutual agreement between the Plant Chairperson and the Director, Human Resources. All settlements of grievances arrived at by agreement between the Director, Human Resources, and the Bargaining Committee shall be final and binding upon the Company, its employees and the Union. If the Director, Human Resources, and the Bargaining Committee cannot agree upon the settlement of an arbitrable grievance, the matter may be referred to Arbitration in accordance with Article 7 of this Agreement.

6.02

Time Limits

- (a) Following receipt of a decision at any step, the Shop Steward or the Plant Chairperson, whoever is actively involved at the appropriate step, within ten (10) days, shall indicate in writing on the grievance form, their acceptance or rejection of the decision and the reason therefore, and shall so inform the Company. Should the time limits be too short to deal effectively with a grievance, the time limits may be extended by mutual agreement.
- (b) Where a decision with respect to such a grievance other than one for unpaid wages is not rendered by the appropriate Company Officer or Union Official within the prescribed time limits, the grievance will be automatically advanced to the next step in the grievance procedure.

6.03

Grievance Time Frames

Grievances will be presented within fifteen (15) calendar days after the cause of the grievance became known to the employee. Time limits may be extended by mutual agreement. An Arbitrator or Arbitration board may extend the time for taking any step in the grievance process or arbitration procedure, even after the expiration of the time, if the Arbitrator or Arbitration board is satisfied that there are reasonable grounds for the extension and that the other party would not be unduly prejudiced by the extension.

6.04

Union or Group Grievance

When the grievance has a general application and/or will affect more than one employee, the Chairperson of the Union Bargaining Committee may submit a written grievance to the Human Resources Department. Such grievance will state the type of grievance, the Article allegedly violated, and a short outline of the facts giving rise to the grievance.

A Management representative from the Human Resources Department and the Union Bargaining Committee Chairperson will meet within seven (7) days of the receipt of the written grievance. The Management representative will attempt to adjust the grievance without delay, but will give a written answer to the Union Bargaining Committee Chairperson within fifteen (15) days of the hearing and this answer will be considered the Company's Step 2 response. If the grievance is not resolved at this step, it may be

advanced to arbitration by the Union, or any other procedure provided for in the *Canada Labour Code*. The process of Mediation/Arbitration will be used if both parties agree.

6.05 Company Grievance

The Company will also have the right to submit a grievance to the Union. Such grievance will be submitted in writing by the Director, Human Resources to the Union Bargaining Committee Chairperson and will state the type of grievance, the Article allegedly violated, and a short outline of the facts giving rise to the grievance. The Director and the Union Bargaining Committee Chairperson will meet within ten (10) days of the receipt of the written grievance. The Bargaining Committee Chairperson will attempt to adjust the grievance without delay, but will give a written answer to the Director within fifteen (15) days of the hearing. If the grievance is not resolved at this step, it may be advanced to arbitration by the Company, or any other procedure provided for in the *Canada Labour Code*. The process of Mediation/Arbitration will be used if both parties agree.

ARTICLE 7 – ARBITRATION

7.01 Referral to Arbitrator

Should the Company and the Bargaining Committee fail to reach agreement on any grievance concerning an alleged violation of the Agreement, or concerning a difference between the parties concerning the meaning or application of the Agreement, or concerning disciplinary action taken against an employee, the matter shall forthwith be referred to Arbitration for final settlement. No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance except with the mutual consent of the Company and the Union.

7.02 Choosing an Arbitrator

1) Single Arbitrator Selection

The Parties agree that a Single Arbitrator shall be used as provided for in the *Canada Labour Code*. The Company and the Union shall make every effort to agree on the selection of an Arbitrator within ten (10) working days after the Party requesting Arbitration has delivered written notice to the other Party.

2) Failure to Agree

In the event that the Parties fail to agree on the choice of an Arbitrator, they shall forthwith request the Federal Minister of Labour to appoint an Arbitrator.

7.03 Costs

Each of the parties hereto, shall equally share the costs and expenses of the Arbitrator.

7.04 Decision Final

The decision of the Arbitrator shall be final and binding upon the parties to the Agreement. The Arbitrator shall not, however have the right to alter or amend any provision of this Agreement, or to set provisions of a new Agreement.

7.05 Authority of Arbitrator

If the Arbitrator finds that the grievor was improperly dismissed, suspended, or laid off, the grievor shall, if they so rule, be reinstated.

ARTICLE 8 – MANAGERMENTS RIGHTS

8.01 Management Rights

The Union recognizes that the Company has the sole and exclusive right to manage the affairs of the business and to direct the working forces of the Company, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:

- (a) Maintain order and efficiency;
- (b) Hire, direct, classify, transfer, lay-off, and recall employees;
- (c) Discharge, suspend or otherwise discipline employees, provided that such discharge, suspension or discipline is for just and reasonable cause;
- (d) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees;
- (e) Determine the nature and kind of business conducted by the Company, the kinds and locations of equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the schedules of work, number of personnel to be employed, the extension, limitation, curtailment or cessation of operations, and to determine all other functions and prerogatives hereinbefore vested in and exercised by the Company which shall remain solely with the Company except as specifically limited by the express provisions of this Agreement.

8.02 Consistent with Collective Agreement

The Company agrees that such rights and powers will be exercised in a manner consistent with the terms of this Collective Agreement. Any allegation that the exercising of these rights and powers are in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

ARTICLE 9 -- SENIORITY

9.01 Probationary Period

- (a) New employees shall be considered probationary during their first six (6) months worked with the Company. During this period the employee shall have no seniority privileges. By mutual agreement of the parties this period may be extended.
- (b) A formal written performance review to assess and document a probationary employee's performance on a performance review form shall be completed within the first three (3) months of the probation period.
- (c) In the event the performance review is not completed by the end of the fourth (4th) month worked, the employee will be deemed to have successfully completed probation.

9.02 Seniority

At the completion of the probationary period each employee shall have their name added to the Seniority List of the Company. Such employee shall receive credit to the first day of current employment in the bargaining unit.

In the event two (2) or more employees are employed by the Company on the same date, their position on the seniority list shall be determined by drawing names by lot. (The first name drawn would become the most senior of those employed the same day).

9.03 Employment Security and Promotional Opportunity

The Company agrees that employment security and promotional opportunity shall increase with continuous service provided the employee has demonstrated the capabilities required for doing the work available.

9.04 Layoff and Bumping by Job Families

- (a) When a layoff is necessary, employees shall be laid off from the job family affected, in accordance with their Company-wide seniority, unless their endorsement on a specific aircraft type is essential to a special project being undertaken by the Company.
- (b) In the event a junior employee is required to be retained because their endorsement on a specific aircraft type is essential to the special project mentioned in (a) above, the Company agrees to take all reasonable measures to minimize the need to retain the junior employee, and to train senior employees as soon as practical but no later than sixty (60) days to eliminate the need to retain the junior employee.
- (c) Where the number of crews has been reduced due to a reduction in the work force, the Junior Crew Leader(s) will be re-assigned to a Senior Engineer / Senior Trades / AIT2 classification at the rate on the equivalent pay scale equal to the combined number of hours worked as a Crew Leader and

Senior Engineer / Senior Trades / ALT2. One (1) month of work for the purposes of this clause only will be equal to 173.33 hours.

- (d) An employee to be laid off from their job family shall have the right to displace a junior employee in another job family provided the employee who wishes to bump has worked one thousand and forty (1040) hours or more in the previous thirty-six (36) months in the job family where they intend to bump to or provided that the employee who wishes to bump has held a position in the job family that they wish to bump to for a period of longer than six (6) months at Cascade in the past.

The employee will be placed in a lateral classification whenever possible or a lower classification and will be paid at the rate commensurate with their experience in the applicable job family.

- (e) In the event of a lay-off, the Bargaining Committee shall be given as much notice as practicable but not less than fourteen (14) days advance notice and the employees affected shall be given a minimum of seven (7) days written notice. In emergency circumstances completely beyond the control of the Employer, this notice period may be reduced to seventy-two (72) hours notice.

- (f) All contract employees shall stop working for the Company and be released prior to any bargaining unit member within the affected job family and/or with an applicable skill set receiving a layoff notice.

- (g) Employees shall receive a Record of Employment (ROE) with a layoff code within seventy-two (72) hours after their last working day.

- (h) Employees who are laid off will complete an election form provided by the Company at the time of layoff indicating their qualifications as per Article 9.04 (d) and a copy of all completed forms will be given to the Plant Chair.

9.05 Accrual of Seniority During Layoff

Seniority with the Company shall continue to accrue during an employee's period of layoff, as long as the employee remains eligible for recall. An employee on layoff shall not be entitled to any benefit conferred by this Agreement on regular employees, except as specifically provided for in this Agreement.

9.06 Recall

When work again becomes available in a job family, all laid-off and displaced employees shall be offered recall in accordance with their bargaining unit seniority provided the employee is able to do the work available and has not lost seniority in accordance with Article 9.09 below. The Plant Chair will be notified of any Article 9.07(c) recalls and provided copies of all letters of such recall letters.

If an employee previously held the position to which they are being recalled, the wage level will be set at their previous wage level achieved in that job family.

An employee will be deemed able to do the work available if the employee:

- (a) has worked one thousand and forty (1040) hours or more in the previous thirty-six (36) months in the job family where they wish to be recalled to or provided that the employee has held a position in the job family that they wish to recalled to for a period of longer than six (6) months at Cascade in the past.

An employee who either exercised their bumping rights, instead of taking a layoff, or who has accepted a recall notice to a different job family, shall be returned to their previous job family, at their previous wage level, if the employee so desires, when work again becomes available in their former job family, provided the employee is the most senior displaced employee and has not previously refused a written recall to the position.

A displaced employee is one who, as a result of a layoff, occupies a position in a job family other than the one they occupied prior to the lay off date.

9.07 Recall Notice

Employees to be recalled shall be provided notice as follows.

- (a) Employees to be offered recall from lay off outside the plant, shall be sent notice of recall by registered mail or courier at their last known address on Company files. They shall have seven (7) calendar days from the date of receipt or fourteen (14) calendar days from date of mailing, whichever occurs sooner, of notice of recall to return to work or to notify the Company of their intention to return to work within fourteen (14) days unless a longer period is mutually agreed to.

If the employee does not respond in accordance with the time limits and they do not have a bona-fide reason for doing so, the Plant Chairperson shall be notified immediately and the employee's employment will be terminated seven (7) days later unless an acceptable explanation is offered within that time period.

- (b) Employees to be recalled from displacement inside the plant will be notified in writing and will be given two (2) working days from the date of receipt, to accept or reject, in writing, the opportunity to return to the classification within the job family from where they were displaced. If rejected, future opportunities in the rejected classification within the job family will not be offered to the employee for at least one (1) calendar year unless otherwise mutually agreed.

- (c) An employee cannot be forced to accept recall unless the Company can guarantee in writing full-time work of at least two hundred and forty (240) hours over sixty (60) calendar days to the employee. All such recalls will be in writing with a copy to the Plant Chair.

- (d) A copy of all recall notices will be given to the Plant Chairperson at the time of mailing.

(e) **Temporary Recall**

- (i) The Employer agrees that the purpose of temporary recalls is to allow employees who are willing to accept such work an opportunity to do so. Refusal to accept temporary recall will not result in loss of seniority.
- (ii) A list of all temporary recalls will be given to the Plant Chair on the same day that the offer is made. Recalled employees will be provided a written copy of the date of recall and expected length of recall. Letters will be available for pick up in Human Resources on the first day of work and a copy will be provided the Plant Chair.
- (iii) Employees who are not covered by benefits at the time of their return for temporary recall shall be reinstated on benefits with no waiting periods after ten (10) days of work. Employees requiring reinstatement for MSP benefits will notify Human Resources upon return to work and will be subject to the application period required by MSP.
- (iv) Temporary recall shall be considered a full recall for the purposes of maintaining recall rights in accordance with Article 9.09 (f) and calculation of a new date of lay-off shall be from their last date worked on a temporary recall if the employee chooses in writing to have their original layoff date changed with a copy to the Plant Chair.
- (v) The Employer agrees that temporary recalls are not intended to be an avenue for the Employer to avoid its obligations to offer a minimum guarantee of work as outlined in Article 9.07 (c).
- (vi) In the event that the expected length of recall cannot be met, the layoff provisions or gap provisions of this Agreement would apply.

9.08 Employee Unable to Perform Work Due to Medical Disability

An employee who by virtue of a medical disability is prevented from performing work in their normal occupation may be assigned work they can satisfactorily perform. Such assignment will be subject to the attending physician's approval.

The Company will advise the Plant Chairperson in writing the names of the affected employees if such assignment extends beyond thirty (30) working days. This will not be construed as filling a vacancy.

9.09 Loss of Seniority

An employee shall lose seniority for any of the following reasons:

- (a) Voluntary quitting of employment with the Company.
- (b) Discharge, unless reinstated through the grievance procedure.

- (c) Retirement from the Company's service.
- (d) Failure of an employee on lay off to return to work, or to notify the Company within seven (7) calendar days from the date of receipt or fourteen (14) calendar days from date of mailing, whichever occurs sooner, of the notice of recall, of their intention to return to work, at a mutually agreeable date pursuant to the provisions of article 9.07.
- (e) Failure of an employee on lay off to notify the Company within seven (7) calendar days from the date of receipt or fourteen (14) calendar days from date of mailing, whichever occurs sooner, of notice of recall, whether the employee will accept a job in another classification at a wage level lower than that held prior to lay off. Where the employee does not accept, but does notify the Company, their recall rights will not be affected. If the employee accepts, they will return to work at a mutually agreeable date pursuant to the provisions of article 9.07.
- (f) The period specified in this Article and (d) above may be extended by the Company if the employee gives a reason satisfactory to the Company for their failure to report.
- (f) Employees who have completed their probation prior to lay-off shall have two (2) years recall rights. Laid off employees are responsible to ensure the Company is advised of any skills, knowledge or ability they have acquired while on lay off.
- (g) If an employee is out of the bargaining unit in excess of the period of time as outlined in Article 9.13.

9.10 Layoff Lists

When a layoff is necessary due to lack of work, the Plant Chairperson will be informed and provided with a list of employees to be laid off, prior to the issue of notice to those employees. Meetings between the Company and the Bargaining Committee to discuss the layoff list will be arranged at a mutually agreeable time. Upon completion of all lay-offs and displacements, the Company will provide the Plant Chairperson with an employee layoff/displacement list.

The meeting between the Employer and the Bargaining Committee shall take place at least seven (7) calendar days ahead of the notice to employees referred to in Article 9.04 (e) or ahead of any other notice required in this Agreement and/or to comply with applicable legislation.

The object of the meeting between the Employer and the Bargaining Committee is to verify the information on the lay-off list, review the necessity of lay-offs and/or termination of employment; and to minimize the impact of the lay-offs and/or termination of employment.

Information presented and discussed at these meetings will remain confidential unless otherwise mutually agreed. Such agreement will not be unreasonably withheld.

9.11 Seniority Lists

The Company agrees to provide the Plant Chairperson with a copy of the Seniority List pertaining to all employees within the bargaining unit on January 15 and July 15 each year and upon reasonable request.

The information on the Seniority List shall include employee's name, employee number, classification, job family and date of hire. Should any information on the Seniority List be in dispute the Company and the Plant Chair shall meet promptly to settle the matter at issue.

9.12 No Loss of Seniority Due to Sickness or Injury

Employees shall not lose seniority rights during absence due to sickness or injury and shall continue to accumulate seniority during such period.

9.13 Transfers Outside the Bargaining Unit and Seniority

An employee who has been transferred to a position outside the bargaining unit shall accrue seniority for a period of six (6) months from the time of their transfer out, this period of time may be extended a further six (6) months by the mutual agreement of the parties.

The employee may transfer back to the bargaining unit at their previous classification during this period and maintain said seniority, provided that there are no employees, with greater seniority who possess the required skill and ability, on the lay-off/displacement list.

Employees who take a transfer outside of the bargaining unit under this clause must pay their full Union dues based on the wage rate they were at prior to leaving the bargaining unit for each month they are outside the bargaining unit to maintain their seniority.

9.14 Reduced Work Week

In the event of a shortage of work in any department or section of the Company, or the whole Company, the Company may propose a reduced work week or work day instead of a layoff. The proposal will require the agreement of the Union before being implemented.

9.15 Layoff and/or Terminations, Adjustments, and Severance Pay

The Company is committed to following all applicable provisions of the *Canada Labour Code* and related legislation in the event of a partial or complete closure or restructuring of the workforce.

It is expressly understood and agreed that all provisions outlined in sections 214 to 226 of the *Canada Labour Code* not outlined in this article are hereby deemed to be incorporated into the Collective Agreement.

(a) Notice of Group Lay-off and/or Termination

In the event of group termination as defined in the *Canada Labour Code*, the

Company agrees to comply with the Group Termination of Employment provisions of the *Canada Labour Code*.

In addition to the minimum requirements outlined in the applicable legislation, the Parties have agreed to the following additional provisions:

- (i) If the Employer lays off and/or terminates, either simultaneously or within any period not exceeding sixty (60) days, the employment of a group of twenty (20) or more employees, the Employer shall give a minimum of four (4) weeks written notice before the date of the layoff and/or termination to the employees affected and will provide a copy of any such notices to the Plant Chair.
- (ii) If the Employer lays off and/or terminates, either simultaneously or within any period not exceeding four (4) weeks, the employment of a group of fifty (50) or more employees or of such lesser number of employees as prescribed by regulations applicable to the Employer made under paragraph 227(b) of the *Canada Labour Code*, shall give any notice required to the Minister of Labour, in writing, of its intention to so terminate at least sixteen (16) weeks before the date of termination of the employment of the employee in the group whose employment is first to be terminated. The Union shall also receive a copy of any applicable notice at the time it is delivered to the Minister of Labour.

(b) **Summary of Earnings**

In the event the Employer is required to give notice pursuant to Article 9.15, it shall give each redundant employee, as soon as possible after the notice is so given but in any case not later than one (1) week before the date of the termination of the employment of the employee, a statement in writing setting out, as at that date, his or her vacation benefits, wages, severance pay and any other benefits and pay arising from his or her employment with the Employer.

(c) **Adjustment Training and Funding**

The Company will provide eight (8) hours of paid time for these employees prior to their final date of work to attend a mutually agreeable workshop on adjustment issues (EI, benefits, job market, training, etc.).

The Employer agrees to approach applicable government departments and agencies to seek additional funds to assist with any adjustment issues.

(d) **Severance Pay**

In the event that the Employer serves notice pursuant to Article 9.15, each employee laid off and/or each terminated employee who has completed probation shall be entitled to severance pay based on the following:

- (i) One (1) week's wages for each completed year of service for employees with less than five (5) years of service;
- (ii) One and a half (1.5) week's wages for each completed year of service for employees with less than ten (10) years of service;
- (iii) One and three quarters (1.75) week's wages for each completed year of service for employees with less than fifteen (15) years of service;
- (iv) Two (2) week's wages for each completed year of service for employees with fifteen (15) or more full years of service.
- (v) Each week of pay for severance will be calculated at forty (40) hours of straight time pay per week at the base rate plus applicable vacation, pension and/or RRSP payments and partial years of severance will be pro-rated to determine the applicable severance amount for the partial year of service.
- (vi) Severance payments will be capped at a maximum of thirty-six (36) weeks of pay and BC medical, extended health, dental, AD&D and Life Insurance will be paid for by the Company as outlined in Article 16 for the length of the severance period. Employees shall contact Human Resources in the event alternate coverage is found in order to terminate the benefits continuation.
- (vii) Each employee is entitled to receive their severance payment in a lump sum if requested and may request that it be deposited directly into their RRSP and/or Pension Plan.
- (viii) Employees who receive severance pay shall lose seniority and their employment shall be terminated.

(e) **Severance Pay Upon Expiry of Recall Rights**

Regardless of whether or not a group layoff and/or termination as outlined above is triggered, every laid off employee shall receive the severance pay based on the calculations to determine severance as outlined in Article 9.15 (d)(i) to 9.15(d)(viii) as follows:

- (i) Employees who are laid off may choose to take the severance payment outlined above within thirty (30) days of layoff or wait to receive the severance payment at the expiry of their recall rights as set out in Article 9.09 (f).
- (ii) Employees who receive severance pay shall lose seniority and their employment shall be terminated.

ARTICLE 10 – LEAVE OF ABSENCE

10.01 Leave for Union Conventions/Conferences

Any employee selected or elected by the Union as a Delegate to a Convention or Conference of the Union, shall be granted an unpaid leave of absence for the length of time necessary to fulfill such obligation subject to the operational needs of the Company. The Union will provide the Company with fourteen (14) calendar days notice in writing of the request under this section. The Company agrees to make a reasonable effort to accommodate time off requests under this article if the Union does not provide fourteen (14) calendar days notice.

10.02 Leave for Union Business

(a) Any employee elected or appointed to a full-time position with the Union or an affiliated body outside of the workplace shall be granted up to a five (5) year leave of absence, providing thirty (30) days notice is given the Company prior to the beginning of such leave. During such leave, seniority shall accumulate, health and welfare benefits shall be suspended after thirty (30) days of such leave and annual vacation benefits shall be suspended immediately. They will both again be in effect the first day of returning to work. This section shall not apply to more than one (1) employee of the Company at a time. Requests to extend this leave shall not be unreasonably withheld.

Employees who are away from their workplace for a minimum period of six (6) consecutive months under this Article will receive, if needed, at the time of their return to work, sufficient on the job training in line with the training requirements of their job family/classification in order to be re-familiarized and to perform their tasks adequately. Employees who are unable to regain the required qualifications for their classification given the opportunity within nine (9) months of their return may be reclassified accordingly. Employees are expected to make every effort to re-qualify for their classification as soon as possible.

(b) In addition to any other time off granted to Union representatives in accordance with the collective agreement, one (1) employee selected by the Union at any one time shall be granted a leave of absence without pay to conduct official Union business away from the Company's premises upon receipt of seven (7) calendar days written notice from the Union for not more than seven (7) calendar days in each instance. Subject to operational requirements, the Company agrees to make a reasonable effort to accommodate additional time off requests for extra Union representatives under this Article and/or time off requests if the Union does not provide the applicable notice. This clause is not intended to be applied by using back-to-back leave requests.

(c) **Bargaining Committee Leave for Negotiations**

The Employer shall grant a leave of absence to all members of the Bargaining Committee upon request to prepare for collective bargaining, to meet with the members, and to perform other union business related to

collective bargaining.

The Employer shall ensure that there will be no loss or gain in hours or days worked, days off or rest periods in a work week for a Bargaining Committee member as a result of such a leave and will work with the Plant Chair to ensure that the necessary shift arrangements and/or changes are made.

10.03 Leaves of Absence for Personal Reasons

- (a) An employee may request leave of absence without pay for personal reasons. The Company will grant leave of absence if plant operational requirements permit. Requests for such leaves shall not be unreasonably denied.
- (b) The Bargaining Committee will be notified of all Leave of Absence requests greater than seven (7) days and must agree in writing to personal leaves longer than thirty (30) days.
- (c) Employees with twenty-five (25) years of service or more shall be granted a one time leave of absence for personal reasons of up to four (4) months upon request of six (6) months notice. There shall be no more than one (1) person off at a time on this type of leave.

10.04 Failure to Return from a Leave of Absence

An employee who fails to return to work upon the expiration of any leave of absence may be considered to have terminated their service, unless the delay was unavoidable and the Company is notified in advance. The Bargaining Committee shall be notified of any proposed action.

10.05 Working During a Leave of Absence

No employee shall accept other work with another Employer except the Union during the period of a leave of absence, except with the written permission of the Company and the Union.

10.06 Leave of Absence for Educational Purposes

Upon the request of an employee, and with the provision of no less than thirty (30) days notice, a leave of absence without pay may be granted for educational purposes to attend full-time at a recognized post secondary institution. Where the employee has enrolled in a two (2) or three (3) year program such leave of absence may be extended by one year at a time upon successful completion of each year courses, subject to the operational needs of the Company.

10.07 No Loss of Seniority While on Personal or Educational Leave of Absence

No employee shall lose seniority rights during personal leave of absence not exceeding twelve (12) months and shall continue to accumulate seniority during such periods. An employee on leave of absence for longer than twelve (12) months shall maintain the seniority held at the time the limit of accumulation is reached but shall not continue to accumulate further seniority until the employee returns to work.

10.08 Company Response to Leave Requests

- (a) The Company will respond in writing within seven (7) calendar days to any formal request from an employee for Leave of Absence for personal reasons. Requests for personal Leave of Absence will be made in writing to the Maintenance Office who will forward a copy to the Human Resources Department.
- (b) The Plant Chair will be copied on all responses to a request for a leave of absence within seven (7) calendar days of the response.
- (c) Leaves of absence in excess of twelve (12) calendar months in total over the term of the collective agreement for any employee will only be with the written approval of the Plant Chair and the Bargaining Committee.

10.09 Maternity and Parental Leave

The Company shall grant unpaid maternity and or parental leave of absence in accordance with the *Canada Labour Code*.

Employees on maternity or parental leave of absence in accordance with the *Canada Labour Code* will be entitled to maintain their benefits coverage and pension contributions for the period of their leave provided that they provide the Company with post dated cheques for any benefits for which they have a premium share and their normal matched pension contributions.

10.10 Compassionate Care Leave

- (a) The Company shall provide, upon written request, a leave of absence of up to eight (8) weeks in accordance with the *Canada Labour Code* provisions related compassionate care leave to allow an employee to care for a gravely ill family member.
- (b) The Company recognizes that the requirements under the *Canada Labour Code* are restrictive in terms of medical documentation. Where an employee produces documentation of a serious illness of a family member, the Company will grant a Compassionate Care Leave of up to eight (8) weeks to allow an employee to care for the family member.
- (c) Employees shall make application for this leave to the Human Resources Department.
- (d) Requests to extend Compassionate Care Leaves shall not be unreasonably denied.
- (e) At the employee's request, available vacation time and banked time may be taken to cover the duration of the Compassionate Care Leave.
- (f) Family member for the purposes of this article shall be as defined in the *Canada Labour Code* related to Compassionate Care Leave.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

11.01 Work Day

The work day for employees will be determined by the hours and days of work schedule outlined in Article 11.02 (a).

11.02 Work Week and Schedules

(a) The Company will schedule hours in accordance with the Collective Agreement and operational requirements. Subject to the operational requirements, the Company will schedule as many shifts as practicable between Monday and Friday. The working week will average forty (40) hours which will be accomplished by various work schedules, as follows:

(i) Regular Work Week Schedule

The regular work week shall be forty (40) hours divided in five (5) consecutive day shifts of eight (8) hours each, from Monday to Friday inclusively and positions on this shift shall be bid by seniority.

#	Schedule	Weekly Hours Paid	Daily Hours Worked/ Daily Hours on Shift
1	(Monday to Friday – Day Shift) 5 days on 2 days off	40	8 / 8.5
2	(Monday to Friday Rotation Shift – 2 weeks of day shift, 2 weeks of afternoon shift) 5 days on 2 days off	40	8 / 8.5
3	(Monday to Friday – Straight Afternoons) 5 days on 2 days off > Note: If the Employer decides to implement a M-F straight afternoon shift, employees shall be placed on this shift on a voluntary basis only by seniority.	40	8/8.5

(ii) **Alternate Work Week Schedules**

After the Company has used its best efforts to schedule as many employees as possible to the regular work week outlined above, variations as set out below shall be open for bid by seniority.

#	Alternate Work Schedules	Weekly Hours Paid	Daily Hours Worked/ Daily Hours on Shift
4	(Friday, Saturday, Sunday and every 5 th Monday on – Weekend 1) 3 days on, 4 days off (4 weeks) 4 days on, 3 days off (1 week)	40 (Averaged over a five (5) week period to equal forty (40) hours per week based on a 2080 hour work year.)	12.5 / 13
5	(Saturday, Sunday, Monday and every 5 th Friday on – Weekend 2) 3 days on, 4 days off (4 weeks) 4 days on, 3 days off (1 week)	40 (Averaged over a five (5) week period to equal forty (40) hours per week based on a 2080 hour work year.)	12.5 / 13
6	(Monday to Thursday – 10 Hour Days or Tuesday to Friday – 10 Hour Days) * 4 days on 3 days off	40	10.0 / 10.5
7	(Graveyard) 4 days on 4 days off	(Averaged over a eight (8) week period to equal forty (40) hours per week as per current practice.	11.4 / 11.9

11.03 Normal Start Times and Variance Requests

(a) The following start times for each work day during each shift as defined in Article 11.02 (a) shall be the start times for each work day on that shift that are available for any shift bids and these start times may be varied by up to thirty (30) minutes for a crew, project, or shop upon proper notification in accordance with Article 11.07:

(i)	8 hour day shift (#1)	7:00am
(ii)	8 hour rotation or straight afternoon shift (#2 or #3)	3:15pm
(iii)	12.5 hour weekend day shift (#4 or #5)	7:00am
(iv)	10 Hour day shift (#6)	7:00am
(v)	11.4 hour graveyard -shift (#7)	7:30pm
(vi)	10 Hour (painters) night shift (#6)	9:00pm

(b) It is recognized that from time to time variances to shift start and end time and days on or off are requested by employees that do not specifically reflect the days on/off or start and end times reflected in Articles 11.02 and/or 11.03 (a). This practice shall continue subject to operational requirements and the following restrictions:

- (i) Individual employees may request to change their start time or days on/off for a particular work day, work week, month, or shift. These changes shall not constitute a precedent nor shall it affect any employees' entitlement to overtime nor their ability to work on the shifts at the start times outlined above.
- (ii) The Union reserves the right to serve the Employer with seven (7) days notice of its intent to cancel any and all such arrangements if it believes that these agreements are undermining the integrity of the shift options.

*** Note:** The current schedules worked by the Painters working night shift will continue as per current practice. Any future changes will be in accordance with Article 11.04.

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

(a) The Company will determine the staff requirements for each shift and will review those requirements and the proposed schedule with the Bargaining Committee.

(b) Discussions relative to shift schedules will commence no later than thirty (30) calendar days prior to any change being implemented unless there is mutual agreement between the Company and the Bargaining Committee.

(c) Shift schedules will be posted at least fourteen (14) calendar days, or shorter period by mutual agreement between the Company and the Bargaining Committee, prior to implementation and will continue in effect until a change is requested by the Company or the Bargaining Committee in which case the procedures described in Articles 11.04 (a) and 11.04 (b) will be followed.

- (d) Adjustments to an individual employees schedule resulting from a shift change will be handled through a transition period designed to ensure there is a minimal loss or gain in hours. Such adjustments will be made only following consultation with the Bargaining Committee.

11.05 Temporary Shift Transfers

- (a) If the Company needs to assign an employee temporarily to another shift as set out in Article 11.02, the procedures set out in Article 11.06 will be followed. In the event there are no qualified volunteers, and if the Company still requires a temporary assignment, the junior qualified available employee in the classification will be assigned provided the notice requirements in Article 11.07 are followed.

- (b) Temporary shift transfers must be from one of the shifts outlined in Article 11.02 to another shift outlined in Article 11.02 and the Employer is not entitled to modify the hours and days of work outlined in Article 11.02 as a result of a temporary shift transfer.

11.06 Shift Transfer Process

- (a) The Company follows the principle that its employees should be able to take advantage of opportunities that arise for transfer to another shift by exercising their shift preferences in line with their qualifications and seniority if there is a permanent or temporary shift transfer opening.
- (b) Accordingly, when a permanent shift transfer opening is set to occur on a shift, the Company will post a notice outlining that a shift transfer may occur in the specified classification seven (7) days in advance of the opening and the Company will copy the Plant Chair on the notice. In the event of temporary shift transfers as set out in Article 11.05, the Company will advise the Plant Chair as far in advance as possible and, in any event, as soon as it starts to look for volunteers in accordance with Article 11.05 and prior to assigning employees in accordance with Article 11.06 (fn).
- (c) Employees interested in transferring to another shift may fill out up to four (4) different preferences for a shift transfer on the Shift Preference Sheet. Employees may also indicate a preference for temporary and/or permanent shift transfers.
- (d) Employees may update their choices and number of choices on the Shift Preference Sheet once per calendar week if desired.
- (e) The senior qualified employee in the classification will be offered the vacancy provided they have indicated their interest in that shift and type of transfer in any of their choices on the preference sheet. The employee offered the transfer may accept or decline the offer and, if declined, the Company will then continue to offer the transfer in seniority order to qualified employees until the transfer is filled or the list is exhausted.

- (f) Once the shift transfer opening has been filled as per the above, if required, the resulting shift transfer opening will again be offered to employees on the same basis.
- (g) Employees who decline two (2) offers of a permanent shift transfer in a calendar year shall not be eligible for any offers of permanent shift transfer until the next shift bid as set out in Article 11.20.
- (h) If any shift transfer cannot be filled through this process, the Company will assign the junior qualified available employee in the classification provided the notice requirements set out in Article 11.07 are followed. The Plant Chair will be advised of the assignment in writing.
- (i) The Plant Chair shall be permitted to review and be given a copy of any given week's preference sheet upon request. The Company will also provide written information outlining which employees received a temporary or permanent shift transfer, the effective date of the transfer, and the duration of the transfer for the previous calendar month upon request.

11.07 Notice of Shift and Shift Schedule Transfers

- (a) Once an employee has volunteered or been assigned to a temporary shift transfer pursuant to Articles 11.05 and 11.06, temporary transfers of shift shall require a minimum of forty-eight (48) hours written notice personally delivered in hard copy written format, (which may include traceable electronic copy where available and only if said system can prove receipt and be printable) prior to the commencement of their new assigned shift, except with the agreement of the employee concerned with respect to the time lines only, not the written confirmation. Temporary is defined as not to exceed one (1) month.
- (b) Permanent transfers of shift shall require a minimum of two (2) weeks written notice personally delivered (which may include traceable electronic copy where available and only if said system can prove receipt and be printable) prior to the commencement of their new assigned shift, except with the agreement of the employee concerned. Permanent is defined as exceeding one (1) month.
- (c) Where a temporary or permanent shift transfer would result in a loss of the employee's regular days off or a loss of hours, the Company and employee will meet and determine the best method of transitioning the employee between shifts. Where the Company and the Employee can not agree on a solution, the Union will be involved in determining the resolution. It will be the objective of all parties to give the employee the opportunity to protect their regular wages and/or days off or both. Where the employee has worked a full work week without any days of rest prior to commencing their new shift transfer, they will be paid time and one half the first day and double time the second day.
- (d) Regular employees shall have shift selection preference over any contractor pursuant to Articles 11.05, 11.06, and Article 20 provided the employee can perform the work adequately.

11.08 Meal Periods

- (a) Meal periods will be of thirty (30) minutes duration to be taken away from the job during the hours on shift in Article 11.02 except twelve (12) hour shifts where the meal period shall be thirty-six (36) minutes.
- (b) One (1) meal period will be scheduled in each shift within one and one-half (1.5) hours on either side of the midpoint of each shift unless otherwise arranged according to the wishes of the majority of the employees involved.
- (c) It is recognized that occasionally due to production requirements; the employee will be unable to take the meal period at the scheduled time. In such cases the meal period will be taken at a time available during the period provided for in Article 11.08 (b). If this is not possible, the employee may elect to take the meal period at some other time during the balance of the shift or forego the meal period and claim an overtime credit in lieu thereof.
- (d) An employee who works more than two (2) hours overtime prior to or after their shift will be provided with an additional meal period and will receive the meal allowance of \$15.00 or a meal provided by the Company. An additional meal period and allowance will be granted for each additional four (4) hours worked. Such meal periods will be paid.

11.09 Rest Periods

- (a) Rest periods will be paid and will be of fifteen (15) minutes duration to be taken on Company time away from the job.
- (b) For shifts of less than ten (10) hours, two (2) rest periods will be scheduled in each shift. A rest period will be scheduled in each half of that shift but not in conjunction with the meal period or the start or termination of a shift and it will be scheduled in such a manner as to provide the benefits for which it is intended.

Shifts of (10) hours or more in duration shall have a third rest period.
- (c) In the event that an employee is unable to take a rest period at the scheduled time, due to the requirements of the service, the rest period will be taken at a time available during the hour following the originally scheduled commencement. If this is not possible, the employee may elect to have the rest period rescheduled at some other time during the balance of the shift or forego the rest period and claim an overtime credit in lieu thereof.
- (d) When an employee will be working overtime two (2) hours continuous with their regular shift the employee will be entitled to a fifteen (15) minute rest period with pay, to be taken at the end of the regular shift. An employee working overtime in excess of four (4) hours continuous with their regular shift shall be entitled to a fifteen (15) minute rest period for each additional four (4) hour period of overtime.

- (e) An employee who is unable to take any rest period granted in accordance with this Article will be credited in the amount of the rest period at the applicable overtime rate.

11.10 Overtime Hours Continuous With a Shift

Overtime hours continuous with a shift shall be calculated as applying to the shift with which they are continuous. However, in the event of such overtime hours occurring on a calendar day that is a general holiday under terms of Article 12 of this Agreement, the overtime shall be paid as overtime worked on the general holiday.

11.11 Overtime On Regular Work Day

All time worked in excess of a regular shift in a regular work day shall be paid at the rate of time and one half for the first two (2) hours worked and double time thereafter.

11.12 Payment for Work on First Assigned Day Off

All time worked on an employee's first (1st) assigned day off regardless of the hours worked in the week, shall be paid at the rate of time and one half for the first eight (8) hours and double time thereafter. An employee called-in with less than eight (8) hours notice shall be entitled to meal allowance of fifteen dollars \$15 or a meal provided by the Company.

11.13 Payment for Work on Subsequent Assigned Days Off

- (a) Employees who have performed overtime work of any length on an assigned day off shall be paid at double time for any time worked on the next and subsequent days off in their work week.

- (b) An employee called-in with less than eight (8) hours notice shall be entitled to a meal allowance of fifteen dollars \$15 or a meal provided by the Company.

11.14 Overtime

- (a) Overtime shall be voluntary. However, it is agreed that employees shall cooperate.

- (b) Employees will have the opportunity to complete a form indicating their availability for overtime each day of the week and will also specify which project(s) and shift(s) they are available for. Employees will sign up for overtime no later than 11:59 a.m. on Thursday of each calendar week for overtime opportunities arising in the following seven (7) day period.

- (i) If overtime is available, qualified employees will be contacted in person or by speaking directly to the employee by phone as per Article 11.14 (c) based on the overtime sign-up list and offered the shift.

- (ii) Where the employee is not available in person or by phone, a message will be left (if possible) and the Company will then offer the shift to the next senior qualified employee on the overtime list.

- (iii) After the original sign up group has been depleted, any additional overtime approvals will again be made in accordance with Article 11.14(c) and Article 11.14 (b)(i) and (ii).
- (iv) Any additional overtime selections will not displace overtime previously approved.
- (v) The completed overtime sign-up list separating out those who have been approved based on the Thursday cut-off and any additional approvals will be posted on a Company bulletin board by the current mail slot no later than 3:00 p.m. on Friday of each week. The Company will keep a record of the completed overtime sign-up form outlining which employees were contacted for overtime, the status of the contact and the time of the contact. The Plant Chair can review these records and make copies of the records upon request.
- (vi) If an employee is approved for overtime work on a project and this project is subsequently changed after they have been notified of the approval, the employee shall be entitled to refuse to work the overtime.
- (c) Overtime will be offered to bargaining unit employees in the following order:
 - (i) Where the shift is reasonably expected to be extended on the same day up to four (4) hours beyond the normal finish time, the current qualified employee(s) working on the task will be offered the overtime first by seniority order. If there are an insufficient number of volunteers, Supervisors will canvass staff on shift. If there is still an insufficient number of volunteers the overtime will then be offered to senior qualified bargaining unit employees not on shift who have signed up in accordance with Article 11.14 (b).
 - (ii) Where the shift is reasonably expected to be extended on the same day beyond four (4) hours past the normal finish time, or where the overtime is offered on a call-back or day off basis, the overtime will be offered by seniority to qualified available employee(s) who have indicated their availability through the overtime signup list. If there is an insufficient number of available volunteers who can attend work at the time of the requirement, the overtime will be offered as per (i) above.
 - (iii) In the case of the continuation of work involving specialized tasks, AOG aircraft and/or unforeseen, non-routine critical path tasks that will cause the contracted schedule not to be met, overtime may be offered in the following order:
 - (i) Those employees assigned to the task will be first offered the overtime in seniority order subject to having the required qualifications;

(ii) Overtime will next be offered to the senior qualified volunteer employee(s) assigned to the project(s) that requires overtime;

(iii) Then by qualifications and seniority from all other available volunteers.

(iv) The use of the process set out in Article 11.14 (c) (iii) will be used in as few instances as possible. The Union will be permitted to review all relevant documentation upon request to support the need for using this process.

(d) In the event there are an insufficient number of qualified volunteers, the Union agrees to meet with the Company and decide how to assign junior qualified employees.

(e) The Company agrees that overtime assigned will not be excessive. In the event the Union asserts that overtime is excessive the Company agrees to meet with the Bargaining Committee to determine remedies to be implemented. The Company agrees to make every effort to reduce the amount of overtime worked including but not limited to increasing staffing levels.

11.15 Overtime on A General Holiday

Any employee working overtime on a general holiday as set out in Article 12.04 and 12.08, whichever is applicable, shall in addition to their holiday pay, be paid at the rate of time and one half for the first eight (8) hours worked and double time for all hours thereafter.

11.16 Four Hour Minimum

An employee who, after having left the plant upon completion of their last regular shift or assignment, returns to work not continuous with their next shift, shall be paid a minimum of four (4) hours pay at the appropriate overtime rate. Where the employee is required to return to work in relation to correcting paper work that the employee had previously carried out or failed to complete as required, they shall only be paid for time worked at the appropriate overtime rate.

11.17 No Work Available

An employee reporting for their regularly scheduled shift but for whom no work is available shall be paid, or required to work, fifty percent (50%) of the hours they were scheduled to work at regular rates. Where the cancellation of a shift or portion of a shift is beyond the control of the Company, the employee will receive a minimum of two (2) hours pay.

11.18 Overtime Banking

(a) Employees may elect to bank overtime in accordance with (b) below. Employees shall not be entitled to accumulate more than two-hundred and forty (240) hours in their overtime bank.

- (b) The banked hours will be recorded as a dollar amount equivalent to the wage rate in effect at the time the banked time was earned. The number of hours in the bank at any given time is equal to the dollar amount in the bank divided by the current hourly rate of the employee.
- (c) Employees will utilize the overtime bank in accordance with the remainder of this Article.
- (d) Banked time may be used in accordance with this Article, Article 13.03, Article 13.07, Letter of Understanding #4 (Gap Time), any unpaid sick time, and, to a maximum of four (4) shifts per year, to cover emergency personal time off. Emergency time-off will be defined as, time off to meet unexpected responsibilities related to the care, health or education of a child in the employee's care, or the care or health of any other member of the employee's immediate family. The Company may require documentation substantiating the leave, which shall be provided by the employee. If sufficient banked time is not available, employees may use vacation time or time off no pay to cover emergency time off.
- (e) Time off shall be taken in increments of one quarter (1/4) hour.
- (f) Banked time off requests, other than those outlined in Article 11.18 (i) are subject to staffing requirements determined by the Company to ensure the necessary quantity and quality of production can be maintained. Banked time off requests shall not be unreasonably denied and shall be approved in accordance with the procedure set out in Article 13.07.
- (g) An employee, upon five (5) days notification to the Company, may opt to cash out banked overtime. Such payment will only be paid on a regular pay day. There shall be a maximum of six (6) pay-outs per year. It is understood that banked time pay-outs refers to a request for a lump sum payment of hours not related to topping up an employee for regular hours missed as per (d) above, (e.g. sick time) unless otherwise approved by the Company. Employees may direct these payments directly into the Company Pension Plan.
- (h) An employee may indicate their preference to either bank their overtime or have it paid out a maximum of four (4) times in a calendar year. An employee may, up to eighty (80) hours per year and not more than four (4) separate instances, use banked time to schedule time off subject to the following restrictions:
 - (i) Under this Article, banked time in a calendar year may not be booked until after the annual vacation bid process for that calendar year has been completed.
 - (ii) Vacation approval limits set out in Article 13.03 (a) will apply.
 - (iii) A request must be submitted in writing not less than thirty (30) days before the commencement of the requested leave.

(iv) The employee must have the required number of hours in their overtime bank at the time of booking.

(v) Confirmation of the employee's request will occur within seven (7) calendar days of the request being submitted to the Maintenance Office and receiving confirmation in writing that the request has been received otherwise it shall be considered approved.

(vi) In the event that more than one (1) employee from the same crew desires the same or an overlapping period of time, the person submitting the request first will be granted the time off.

11.19 Rest Between Shifts

The Company agrees that an employee shall be entitled to ten (10) hours rest between shifts. In the event that the employee is requested, and agrees, to return to work within the ten (10) hour period the employee shall be paid the overtime rate they were receiving at the conclusion of their previous shift for those hours which fall within the ten (10) hour rest period.

Employees reporting to work for their next shift after a ten (10) hour break shall be paid for the time not worked as a result of the ten (10) hour rest period.

11.20 Shift Bidding

(a) There will be a Shift Bid process started on the first Monday of October each year for all bargaining unit employees. Additional plant-wide Shift Bids may occur throughout the year due to variations in crew and business needs and the procedures set out in this article will be followed.

(b) The Shift Bid process will be as follows:

(i) The number of available positions for each shift as set out in Article 11.02 will be posted on bulletin boards throughout the hangar and made available to employees on temporary assignment at other locations for a minimum of two (2) weeks prior to the start of the shift bid process.

(ii) The shift bid form will allow an employee to indicate up to four (4) shift preferences for various shifts. Employees must return their completed Shift Bid form into the Maintenance Office no later than fourteen (14) calendar days after the start of the bid process.

(iii) Employees will be assigned to a shift in order of their stated preferences subject to their seniority and having the required qualifications. Where an employee does not have the seniority or qualifications to hold a shift of their preference, they will be given an opportunity in seniority order to select one of the available shift vacancies.

(iv) The results of the Shift Bid will be made accessible in writing to the Plant Chairperson and/or Stewards prior to the revised schedule being posted.

(v) Once the sign up is completed, the list will be posted and employees will commence their new shifts on or about January 1st. The specific dates of commencement will be posted.

(c) For all shift transfers, the shift preference procedures in Articles 11.05 and 11.06 will apply along with the notice requirements of Article 11.07.

11.21 Shift Rotation

The Monday to Friday day/afternoon shift identified in Article 11.02 shall be rotated every two (2) weeks unless otherwise mutually agreed. All other shift rotations will be mutually agreed.

ARTICLE 12 – GENERAL HOLIDAYS

12.01 Eligibility for Payment for General Holidays

All employees who have earned wages for part or all of each day of at least fifteen (15) days of the thirty (30) calendar days prior to a general holiday shall receive payment for the holiday. For work schedules other than five (5) on and two (2) off, employees must have worked seventy-five (75%) of their scheduled shifts in the thirty (30) calendar days prior to the holiday.

Permanent employees who have been laid off and recalled will be entitled to full holiday pay regardless of hours and/or days worked prior to the General Holiday.

12.02 Must Work Full Shift Prior to and After

To be eligible for payment of the general holidays enumerated above, an employee who has qualified under Article 12.01 must have worked the full shift on the working day prior to and following the day of the holiday in order to receive holiday pay. Should any such employee fail to work either of those full shifts, the employee shall nevertheless receive payment for the holiday if their failure to work is the result of:

- (a) Death in the immediate family.
- (b) Absence for all or part of either day as permitted under the Collective Agreement, with the prior permission of the Company, sick leave, or for acceptable reasons.
- (c) Jury or Crown witness duty.

12.03 General Holidays

Employees will be paid one (1) regular day's pay without work for the following holidays:

Holiday

New Years Day	Good Friday
Victoria Day	Canada Day
BC Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

Exact dates for holidays shall be as set out in Schedule "C" of this agreement. Proposals to change these dates plant wide must be mutually agreed between the Company and the Bargaining Committee and be ratified by a secret ballot of the members.

12.04 General Holidays Falling on a Saturday or Sunday (Monday to Friday Shift)

When any holiday falls on a Saturday or Sunday, the Company and the Union may mutually agree that either the preceding Friday or the following Monday shall be observed as the holiday, for all or part of the plant. In this event an employee shall be entitled to holiday pay for whatever day is declared as the holiday for that part of the plant in which they are employed.

12.05 Rates of Pay

In the event of a holiday being moved from the original day, rates of pay for work on the original day shall be those applying to any day that is not a holiday.

12.06 Payment Based on Number of Hours Normally Scheduled to Work

Payment for general holidays shall be on the basis of the number of hours an employee is normally scheduled to work with payment at the regular hourly rate for each employee.

12.07 General Holidays Falling While on Vacation

Where a General Holiday falls within an employee's vacation, such vacation period may be extended by one working day at the discretion of the employee. This right may be denied if a Work Crew is left without a Senior Crew Leader, Crew Leader or Senior Engineer on shift.

An employee must indicate their intention to exercise this right at the time of bidding their vacation.

12.08 General Holiday for Employees on Schedules Other than Monday to Friday Shift

- (a) Where a declared General Holiday as set out in Schedule C falls on an employee's regular day on they shall be scheduled off for the day.
- (b) Where a declared General Holiday as set out in Schedule C falls on an employee's regular day off they shall be scheduled off for the next regularly scheduled shift.
- (c) Employees who want to work these days may sign up for overtime in accordance with Article 11.14.

(d) Any overtime worked as a result of (c) above will be payable in accordance with Article 11.15.

12.09 New General Holidays

Any new general holiday enacted by the provincial or federal government shall be immediately recognized as a general holiday for all purposes of this Agreement.

12.10 Remembrance Day Observance

At 11:00 a.m. on November 11, work will stop for two (2) minutes in observance of Remembrance Day.

ARTICLE 13 – VACATIONS

13.01 Vacation Entitlement

Vacation for employees is accrued on an employee's anniversary date and is determined by length of continuous service as follows:

Years of Service	Entitlement Time Off	Percent
1 st and 2 nd	2 Weeks	4%
3 rd to 7 th	3 Weeks	6%
8 th to 14 th	4 Weeks	8%
15 th to 22 nd	5 Weeks	10%
23 rd year and over	6 Weeks	12%

(a) Less than one (1) year of service shall be entitled to two weeks of unpaid time off.

(b) For the purpose of this Article, "service" shall mean:

1. Unbroken service from the latest date of commencement of employment with the Company, or
2. The total of periods of service broken only by periods of layoff during which seniority was not lost.

(c) For the first 17 weeks, time lost by an employee, during a vacation year, for which the employee received Workers Compensation Benefits or Weekly Indemnity Benefits paid under this Agreement, shall be considered as worked time for the purpose of calculating their vacation pay.

(d) Employees will receive their vacation pay at the time vacation is taken. Employees will be required to take their outstanding vacation entitlement in accordance with Article 13.07 (Vacation Carry-Over).

13.02 Time Off

- (a) Annual vacation is to be taken in time off each year only after it has been earned. Vacation earned in one (1) year must be taken in the following year. In the second and subsequent years, employees may only take vacation that has already been earned unless they have the approval of their Manager.
- (b) Vacation may be taken in periods of less than one (1) day. Vacation is normally taken in one (1) week increments for scheduling purposes and may be taken to cover time off due to a gap in the maintenance schedule or for approved personal time off.
- (c) Once all paid vacation and banked time has been booked in accordance with Article 13.03, employees in their first year of employment may take unpaid time off for a maximum of two (2) weeks providing they receive the approval from the Maintenance Office.

13.03 Vacation Scheduling

- (a) The Company shall provide a vacation planner by February 7th of each year to start the vacation bidding and be completed by March 15th for the next twelve (12) month period from April 1 to the end of March. Vacations will be scheduled by seniority, within each crew. The Company may limit the maximum number of employees to be absent from a crew subject to the following:
 - (i) for a crew of less than four (4) people, no more than one person per crew may be absent on vacation at any time.
 - (ii) for a crew consisting of four (4) or more employees, there will be a maximum of one (1) employee from amongst the learners/uncertified employees and one from the certified employees allowed to be absent on vacation at any time.
 - (iii) for a crew of greater than ten (10) persons one (1) additional person will be allowed off on vacation in addition to (ii) above in accordance with seniority within the crew.
- (b) All vacations will be confirmed before March 1st.
- (c) It is understood that the Company will use its best efforts to ensure that employees are approved to take the vacation they request and that all employees use up their allotted vacation annually at mutually agreeable times.
- (d) Employees must bid in full work week blocks for the first two (2) rounds only.
- (e) In the first round of vacation selection, employees shall be permitted to select a maximum of two (2) weeks of vacation during prime time. Employees who are entitled to four (4) weeks or more of annual vacation may select a maximum of three (3) weeks of vacation in prime time in the first round.

- (f) During subsequent rounds, employees may choose additional one (1) week blocks within prime time. Prime time shall be Spring Break according to the public school calendar, and between June 15th and Labour Day each year.
- (g) Once all vacation has been selected, employees with sufficient hours in their overtime bank may select an additional one (1) week in accordance with (a) above.
- (h) After March 15th, confirmed vacation dates cannot be changed without mutual consent in writing between the employee and Company.
- (i) The Plant Chair will receive a copy of the approved vacation schedule.
- (j) Employees returning from layoff after the annual vacation planning process has been completed shall be permitted to book vacation time off based on the crew they are currently working on at the time of their request provided that the number of employees away on their crew in the time period requested do not exceed the limits set out in Article 13.03 (a), subsections (i), (ii) and (iii). Such requests shall automatically be approved on a first come, first-served basis provided these requests are made at least thirty (30) calendar days in advance; mutual consent will be required for requests with lesser notice.

13.04 Vacation Pay For Terminated Employees

Any employee whose employment with the Company is terminated by voluntary separation, discharge, or layoff, shall receive vacation pay based on the percentages specified in the provisions above appropriate at the time of separation (if such layoff appears likely to be of short duration, payment for such vacation may be deferred, at the employee's option, until the time the vacation is actually taken).

13.05 Vacation Adjustment

In January of each year, employees will be paid a lump sum payment equal to the difference between their vacation entitlement percentage and the actual vacation paid. This adjustment results from any difference between vacation hours / weeks which are paid at the hourly rate vs. vacation amount accrued on gross earnings. If the percentage of gross earnings is greater than the value of vacation hours / weeks entitlement, the difference is paid as a lump sum payment called "Vacation Adjustment".

13.06 Vacation Carry-Over

Where approved by the Company, an employee shall have the right to carry-over up to four (4) weeks vacation each year. While it is the intent to have vacation scheduled in accordance with Article 13.03 (c), Where the carry-over request is to resolve an anniversary date vacation issue, the request shall not be unreasonably denied.

13.07 Additional Time Off

Additional ad-hoc time off requests may be approved in accordance with operational needs. Where employees have asked for additional time off it will be made available to people with banked time or unused vacation. Where two (2) or more employees on the

same crew ask for the same or overlapping time off, it will be considered in the following order:

(a) Requests made with greater than thirty (30) days notice, by seniority within the crew. These requests will be responded to within fourteen (14) calendar days of the request being personally submitted to the Maintenance Office and receiving confirmation in writing that the request has been received otherwise it shall be considered approved.

(b) Requests made with less than thirty (30) days notice, first come first serve basis within the crew. These requests will be responded to within seven (7) calendar days of the request being personally submitted to the Maintenance Office and receiving confirmation in writing that the request has been received otherwise it shall be considered approved.

ARTICLE 14 – PAYMENT OF WAGES

14.01 Wage Rates

Wage rates, job families and classifications shall be those agreed upon and set out in Schedule "A" of this Agreement.

14.02 Pay Period

Each pay period shall be two (2) weeks, starting 12:00 am Monday morning and ending 12 midnight Sunday.

14.03 Direct Deposit on Pay Day

Employees will be paid every second week in accordance with the current practice.

14.04 Deductions

Except as otherwise provided herein and those required by law, deductions from any employee's wages shall be made only on authority of the employee. In every case all deductions will be shown on the employee's pay statement.

14.05 Cost of Living Allowance

(a) During the term of this agreement, each employee shall receive an hourly cost-of living allowance (COLA) as set forth in this section.

(b) The amount of cost-of living adjustment shall be determined in accordance with changes in the Consumer Price Index on the base 2002=100 (Canada), hereafter referred to as the "2002 CPI". In determining the three (3) month average of the indices, the computed average shall be rounded to the nearest 0.1 index point (i.e., .05 and greater rounded upward and less than .05 downward).

(c) The COLA shall be computed using the three month average of the 2002 CPI for September 2010 to November 2010 as the base period. The base period three month average is equal to 117.3.

- (d) The first COLA will compare the CPI for the base period with the three (3) month average of the CPI for the December 2010 to February 2011 period, with subsequent COLA adjustments made quarterly according to the following schedule:

Adjustment Dates: first pay period on or after first day of:	Comparison Periods: average for the 3 month period :
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April 2011	December 2010 to February 2011
July 2011	March 2011 to May 2011
October 2011	June 2011 to August 2011
January 2012	September 2011 to November 2011
April 2012	December 2011 to February 2012
July 2012	March 2012 to May 2012
October 2012	June 2012 to August 2012
January 2013	September 2012 to November 2012
April 2013	December 2012 to February 2013
July 2013	March 2013 to May 2013
October 2013	June 2013 to August 2013
January 2014	September 2013 to November 2013

- (e) One cent adjustments in the cost of living allowance shall become payable for each 0.07 change in the 2002 CPI. If the 2002 CPI goes down such that the difference between the base period and the comparison period is a negative value, the adjustment will be zero (0).

- (f) COLA will apply to all compensated hours. All COLA payments will be immediately folded into the base wage.

ARTICLE 15 – UNION SECURITY

15.01 Union Membership and Dues Remittance and Reporting

All employees covered by this Agreement, as a condition of employment shall become and maintain membership in good standing in the Union and shall have an amount equivalent to Union dues deducted from their earnings for the duration of this Agreement.

The Company shall remit the amount deducted, to the official designated by the Union, within fifteen (15) days after the deduction is made, together with a list of names and active or inactive status of employment and amount so deducted.

15.02 Dues Deducted Bi-Weekly

Deductions of the amount equivalent to Union dues shall be made from bi-weekly earnings.

15.03 Dues Deductions

The amount to be deducted shall be such sum as may from time to time be assessed by the Union according to its Constitution as Union dues, and include initiation fees, or special assessments. The Company will act on information received in writing from two (2) signing officers of the Union to changes in the monthly dues made from time to time in accordance with the Constitution of the Union.

15.04 Union Indemnification

The Union agrees to indemnify the Company and hold it harmless against any and all claims which may arise as a result of the Company complying with any of the provisions outlined above.

ARTICLE 16 – HEALTH AND WELFARE BENEFITS

16.01 Group Benefits and Health and Welfare Plan

(a) The following benefits shall be made available to permanent full-time employees:

Benefit	Qualification	Premium	Changes
MSP – BC Medical Services Plan	1 st of the month following 30 days of employment	100% Employer Paid	
Life Insurance	Immediate upon hire.	50% Employer Paid	
AD&D Insurance	Immediate upon hire	100% Employer Paid	
Extended Health Benefits	1 st of the month following 90 days of employment.	100% Employer Paid	<ul style="list-style-type: none"> • A pay direct drug card • Increase paramedical coverage to a maximum of \$500 per year for each type of therapy (massage, chiropractor, physiotherapy, etc.) and no per visit maximum.
Dental	1 st of the month following 90 days of employment.	100% Employer Paid	<ul style="list-style-type: none"> • Increase basic dental coverage to 90% (effective March 31, 2012) • Increase basic dental coverage to 100% (effective March 31, 2013). • Increase major dental coverage to 60% (effective

- March 31, 2013).
- Increase basic and major dental maximum to a combined annual \$2000 per person covered.
- Increase basic and major dental maximum to a combined annual \$2500 per person covered, effective March 31, 2012)
- Increase orthodontic coverage to \$2500 (effective March 31, 2012)

Short Term Disability 1st of the month following 90 days of employment.

50% Employer Paid

Note: Weekly indemnity premium rates paid by employees shall be frozen at the level in effect on January 1, 2011. The Employer shall pay its percentage as set out below and any additional premiums that come into effect after January 1, 2011.

Long Term Disability 1st of the month following 90 days of employment.

100% Employee Paid

- Increase Vision Wear (contact lenses/eyeglasses/ laser eye surgery coverage to a maximum \$200 every two (2) calendar years.
- Increase Vision Wear (contact lenses/eyeglasses/ laser eye surgery coverage to a maximum \$250 every two (2) calendar years (effective March 31, 2012).
- Increase eye exam coverage to 100% coverage every two (2) calendar years for adults and 100% coverage every calendar year for dependents (effective March 31, 2011).

Vision TBA 100% Employer Paid

(i) Permanent part-time employees working more than twenty (20) hours per week may participate in the above benefits. Where the employer pays premiums related to the benefits, they shall pay a prorated amount based on the hours worked by the part-time employee. As an example, where the employee works thirty (30) hours per week, the employer would have to pay 75% (30/40) of the applicable benefit premiums.

(ii) Permanent part-time employees working twenty (20) hours per week or less are only eligible for the Life Insurance and AD&D Coverage.

(b) Any dispute over payment of benefits under the benefit plans described above shall be resolved between the employee and the insurer concerned. While the Employer will use its best efforts to assist in the settlement of any such dispute, the administration of the benefit plans are not part of the Collective Agreement and are not themselves subject to the grievance or arbitration provisions of this agreement.

(c) The benefits set out in this article and outlined in the policy contract and the eligibility for such benefits shall not be changed or modified during the life of this Agreement unless the same are beyond the control of the Company, except by negotiation and the mutual agreement between the Union and the Company.

A copy of the full health benefit plan and any related contracts in place at ratification will be provided to the Union upon request and any changes to the plan and any related contracts shall also be provided upon request. The Plan documents in effect at the date of the ratification of the current Collective Agreement and/or at the time of any changes to the Plan shall be signed by both Parties to attest to their authenticity.

16.02 Employees to Advise Company of Change of Address and Dependent Status

To ensure continuity of benefits coverage employees will keep the Company advised of changes to family or dependent status.

Employees will keep the Company advised of their current address and primary phone number

16.03 Sick Leave

Permanent employees shall be entitled to sick leave as follows:

(a) Eight (8) hours sick leave wage replacement is credited at the end of every second month (February, April, June, August, October, December) worked beginning with the month which first follows the third month of employment.

(b) Part time employees who work more than twenty (20) hours per week are credited with pro-rated sick leave hours based on standard hours of work.

(c) Sick leave hours with pay, are granted and deducted from the employee's accumulated credit of sick days (i.e. the sick bank).

(d) Sick leave can accumulate to a maximum of ninety-six (96) hours credit.

(e) Paid sick leave cannot be taken before it is earned.

Sick leave is available if absent from work due to illness (other than injury or illness covered by Workers' Compensation or Weekly Indemnity benefits).

Sick Leave is not intended to be used for medical or dental appointments; banked time can be used for such appointments.

Employees who use no sick leave during the calendar year will receive two (2) banked days off to be booked at a time mutually agreeable to the employee and Company.

Sick leave will not be paid until an employee has filled out and had a Daily Exception Sheet approved by his or her Supervisor.

16.04 Medical Notes

In the event that the Company requests a medical note, upon receiving the note and a receipt from the Doctor, the Company shall reimburse the employee for the cost of the medical note.

16.05 Benefit Coverage While on Layoff

The Company shall cover the premium costs for employees on layoff for BC Medical Services Plan (MSP), extended health, dental, AD&D, and Life Insurance for the first four (4) calendar months following their layoff.

ARTICLE 17 – CREW LEADERS

17.01 Crew Leaders

Employees covered by this Agreement may be appointed to Crew Leader positions without removing them from the scope of this Agreement.

17.02 Crew Leader Duties

Such employees shall, during the period of their appointment, be designated as Crew Leaders. They will perform such duties as they may be assigned by the Supervisor, and in addition may continue to perform other non-supervisory duties.

Crew Leaders are not expected to administer discipline to other members of the bargaining unit. They are however, expected, through their direction, to minimize errors or omissions by those working under their control and where problems do arise to act promptly in the prevention of further difficulties by counselling to the employee or employees and to promptly report, with full details, job incidents or accidents to the Supervisor.

Acceptance of an upgrade to a Supervisor role shall be voluntary.

ARTICLE 18 – BEREAVEMENT LEAVE

18.01 Bereavement Leave

- (a) An employee shall be allowed up to five (5) working days off with pay at their regular rates for the purpose of arranging for and attending the funeral and/or for time to grieve when a death occurs involving the employee's spouse, son, daughter, brother, sister, father or mother (including step children and step parents).
- (b) An employee shall be allowed up to three (3) working days off with pay at their regular rates for the purpose of arranging for and attending the funeral and/or for time to grieve when a death occurs involving the employee's father-in-law, mother-in-law, grandparents (including in-laws), son in-laws, daughter in-laws, brother in-laws, sister in-laws, grand children or any relative permanently residing in the same household.
- (c) One (1) additional day with pay shall be paid for out of town travel in excess of two hundred (200) kilometres (one way) if required.
- (d) Requests to extend bereavement leave on an unpaid basis shall not be unreasonably denied. Banked or vacation time may be used to augment the paid time off.
- (e) The Company recognizes a common law relationship and same sex relationships and where registered with the Company there shall be no question of qualification for immediate family.

ARTICLE 19 – JURY OR CROWN WITNESS DUTY

19.01 Jury Duty

Any employee called upon to serve on a jury or to act as a witness for the Crown, shall be excused from work for the time required to so serve.

19.02 Payment While on Jury Duty

For each working day on which an employee serves as a Juror or Crown Witness, the Company will pay their normal wages they would normally be paid for that day. Their next pay will be reduced by the amount of Juror or Witness fees the employee receives. The employee will be required to inform their Immediate Supervisor of the days on which the employee serves, and to provide evidence of the fees received, to ensure the employee is paid in accordance with this Article.

In cases where the employee is required to serve on a Jury or as a Crown Witness for a period greater than fourteen (14) calendar days, and the Jury Duty/Crown Witness responsibilities fall on their scheduled days off, the employee's work schedule will be

reduced by the number of days served in each subsequent week and the Company will top up the wages of the employee for the days missed at regular rates minus any fees received.

ARTICLE 20 – JOB POSTINGS, TEMPORARY POSTINGS, AND UPGRADES

20.01 Job Postings

- (a) Prior to a job being posted, the shift preference procedures as set out in Article 11.06 must be followed to determine where the vacancy will be.
- (b) All job vacancies will be posted. A vacancy is any opening of sixty (60) days or more within a specific job family and classification as set out in Schedule "A".
- (c) Job postings for new or changed classifications within an existing job family identified in Schedule "A" shall be posted on an interim basis in accordance with Article 20.02 (b).
- (d) The Plant Chair will be notified and receive a copy of all job postings prior to them going up.
- (e) The Company follows the principle that its employees should be able to take advantage of opportunities that arise for transfer to occupations not achievable by normal progression or for transfer to newly created occupations. Accordingly, when vacancies occur within the Bargaining Unit that could represent such opportunities, applications will be invited from present employees before new employees are hired, by notices posted on all Company job posting bulletin boards for seven (7) days.
- (f) Careful consideration will be given to applications from present employees and those applying will be notified as soon as practicable of the awarding of the posting.
- (g) The names of successful applicants will be posted on the bulletin boards within ten (10) working days of the awarding of the posting. Their wages will be adjusted to be commensurate with their new position.
- (h) All job postings shall be clearly identified as being for a specific job family and associated classification as set out in Schedule "A" and shall specify all relevant applicable information about the position, such as duties, knowledge, job family, classification, pay scale, qualifications, experience, ability, special conditions, line, shift, project, location, closing date, etc.

It is understood that when information on line and project is provided, it is for information purposes only and that changes may occur once an employee takes the posting based on operational requirements and subject to other provisions of the collective agreement (shift bids, layoffs, etc.). The successful candidate for a job posting will be advised of the projected line and project prior to their acceptance of the position and they shall be permitted to decline the position.

- (g) In the event that two (2) or more internal applicants meet the necessary qualifications, experience and ability as set out in the job posting notice, the most senior applicant within the bargaining unit shall be selected for the position, except as outlined in (h) below.
- (h) In the case of Senior Crew Leader, Crew Leader and Quality Inspector positions, the Employer will evaluate candidates on the basis of qualifications, experience, leadership skills, ability, and seniority with the position being awarded to the most qualified candidate based on these criteria. All internal candidates will be given careful consideration prior to outside hiring.
- (i) All applicants for a position will receive an interview or a written response outlining why they were not selected for the position.
- (j) If a job posting or vacancy is not filled through lack of applicants or because no applicants meet the necessary requirements according to Article 20.01, the posting shall remain up on the Company bulletin boards and be open for bid until the vacancy has been filled or is withdrawn.
- (k) Before the Company hires an employee or awards an internal posting to an employee without the qualifications and/or experience and/or ability listed on the initial job posting notice, the job must be reposted with the revised qualifications and/or experience and/or ability. The Company's decision to reduce or modify the job qualifications, and/or experience and/or ability will not prejudice its position in future postings.
- (l) Employees who work out of town or who will be absent from the hangar for more than five (5) days may complete a form specifying their intention to apply and be considered for possible vacancies during their absence. The form shall be delivered to the Maintenance Office prior to their departure and will be in effect for any absences from the plant. These forms will expire ninety (90) days from the date of submission.
- (m) For information purposes only, all job postings will be emailed to all bargaining unit members working out of town who have supplied a valid email address. Failure to receive an individual email shall not be considered to be grievable in terms of receiving notice of a job posting.

20.02 Temporary Job Postings

- (a) Prior to a temporary job being posted, the shift preference procedures as set out in Article 11.06 must be followed to ensure that the eventual vacancy and shift or project location reflects a true vacancy.
- (b) Vacancies within a specific job family and classification as set out in Schedule "A" which are reasonably expected to be temporary in nature and beyond sixty (60) calendar days must be posted as a temporary job posting pursuant to all of the provisions of Article 20.01 and the notice shall include the expected duration of the posting. Temporary postings greater than one hundred and twenty (120) days will require the mutual agreement in writing

between the Plant Chair and the Company. The Plant Chair's agreement will not be unreasonably withheld.

Temporary job postings for new or changed classifications within an existing job family identified in Schedule "A" shall be posted on an interim basis and shall state that the posting will remain interim until the provisions of Article 1.04 (a) have been complied with, including any potential arbitration arising out of these provisions. If it is later determined by mutual agreement or arbitration that the new or changed job posting should not have occurred, all members who changed positions as a result of the interim posting shall be placed back into their former positions.

(c) Employees awarded a temporary job posting will receive written confirmation of their posting and expected end date of the temporary position, if known. The Plant Chair will receive a copy of these confirmation letters.

(d) Employees who changed their classification as a result of a temporary job posting will return to their former position and shift within seventy-two (72) hours of the end of the temporary position or upon the return of an employee away on a temporary absence unless otherwise mutually agreed.

(e) Employees working on a temporary job posting will receive the applicable pay rate and scale for all hours worked in the new position from their first day in the temporary position.

(f) When an employee fills a temporary posting, they must complete that posting unless they are the successful candidate for a permanent job posting or unless otherwise mutually agreed.

(g) Employees who have successfully held a temporary job posting shall be considered to have met the criteria set out in Article 20.01 (g) and the basic threshold in Article 20.01 (h) for a regular posting into that classification under Article 20.01. The exception shall be when the Union and the Company agree in writing on a without prejudice basis to reduce the criteria for the temporary job posting.

(h) Where there are insufficient qualified candidates to fill a temporary posting, the Company may fill the vacancy or vacancies through a temporary upgrade as set out in Article 20.03.

20.03 Temporary Upgrades

(a) Temporary upgrades to higher paid positions of up to sixty (60) calendar days in each instance will be offered in accordance with the following process:

- (i) first, to the senior qualified employee(s) on the crew;
- (ii) then to the senior qualified employee(s) working on the same project and shift;

- (iii) then to the senior qualified employee(s) on the same project on a different shift provided they are willing to waive the notice requirements as set out in Article 11.07;
 - (iv) then to senior qualified employees working on the same shift;
 - (v) then to senior qualified employees within the bargaining unit using the shift preference process as set out in Article 11.06.
- The above process is not intended to create an overtime situation as a direct result of the upgrade.
- (b) Employees who have worked up to thirty (30) days in total within the current calendar year, in a temporary Crew Leader position, shall receive the Temporary Crew Leader premium as set out in Schedule A (premiums). Employees who have worked in a Temporary Crew Leader position more than thirty (30) days within the current calendar year, shall be placed on the Crew Leader pay scale as follows:
 - (i) Top rate Senior Engineers, Senior Trades, and Interior Technicians at the AIT 2 rate will be placed at the mid level Crew Leader rate
 - (ii) all others will be placed at the entry level Crew Leader rate.
 - (c) Any Employee receiving the full Crew Leader rate in a temporary position from the end of one calendar year into the next will have the days worked in the higher rated position from January 1 count toward the thirty (30) days set out in this clause for that calendar year with no reduction in rate until such time as they finish working at the higher rate in the new year.
 - (d) In the case of Crew Leader upgrades, the Senior Engineer on the crew can be required to take the position for regularly anticipated absences of a Crew Leader (illness, vacation, banked time, training, upgrades, job posting). Any upgrades beyond this scope shall be voluntary.
 - (e) The parties agree that incumbent Crew Leaders should be given reasonable opportunity to return to the Crew Leader role when existing Crew Leaders are absent or when need arises for an increase in the number of Crew Leaders. For the process to follow, refer to the Letter of Agreement on Crew Leader Upgrades.
 - (f) Employees shall be given a copy of the upgrade change form every time they submit one of these forms upon request.

ARTICLE 21 – CLASSIFICATION OF EMPLOYEES

21.01 Progression in Classifications

Progression to the maximum rate for an employee's classification shall be by scheduled increments. Scheduled progression shall take place as set out in Schedule "A".

Employees shall progress by as many of these increments as are applicable, to whatever wage level is the maximum for their classification. The Company agrees to assess employees for the next level up in the classification within one (1) month prior to the employee fulfilling the number of months to qualify for the next level in the progression. Where the performance review is not completed by the progression due date, the progression will be applied automatically back to the progression due date.

21.02 Reclassifications

An employee shall be reclassified when the employee is required to perform the work of a higher classification on a regular basis. The reclassification of an employee shall be considered as on a trial basis for the first three (3) calendar months. During this period the Company shall review their performance in the new classification and shall return them to their original classification if their performance is not satisfactory, or the employee may request and will be granted within this same period a return to their original classification if the employee so wishes. If their performance is satisfactory and the employee remains in the new classification, this trial period shall be included as time spent towards their next scheduled increase.

21.03 Rate of Progression

Achievement of higher wage rates through scheduled progression within a classification assumes that an employee will achieve a normal rate of progress in the accumulation of the skill, job knowledge, and work performance required. There shall be no restriction of the Company's right to accelerate progression in cases of exceptional merit. Progression may be delayed if an employee has previously been warned in writing, not less than half a progression period or three (3) months, whichever is lesser, in advance of their progression date, about their lack of sufficient progress, unless an issue arises within this period. Under normal circumstances, the delay shall be in increments of half the period of progression, in which time the Company shall further review their performance. An employee who fails to progress following a one (1) progression delay may have further progression withheld, or may be transferred to work of an appropriate nature and wage level, or may be subject to other appropriate action, subject to the employee's right to grieve.

21.04 Absences Not Counted as Service

Absence for any reason in excess of ten (10) consecutive working days, except vacation periods and leave of absence granted in accordance with Article 10.01 shall not count as service for purposes of scheduled progression, and the date of progression of an employee so absent shall be adjusted by the period of absence. Within each progression period, the Company may adjust the date of progression of employees who are subject to an excessive number of absences of less than ten (10) working days duration. Periods of layoff shall cause adjustment of an employee's date of progression.

ARTICLE 22 – TRAINING

22.01 Training and Apprenticeship Committee

- (a) It is recognized that future operating needs and requirements of the Company cannot be met without continuing fair and equitable investment in

the training of employees. Based on the operational needs of the Company, the Company will continue to provide training programs that will enable employees to maintain and upgrade skills in their job classifications and maintain any endorsements or licenses they hold. In the selection for training programs, seniority will be a key consideration along with ability, basic knowledge and willingness to participate and the requirement to apply the skill being trained given the opportunity.

(b) To that end, the parties shall implement a Training and Apprenticeship Committee. The Training and Apprenticeship Committee shall make recommendations and shall meet as set out in Article 22.01 (d) to review and discuss the implementation and delivery of formal employee training plans and apprenticeship training programs.

(c) The Union members on the Committee shall be the Plant Chair and two (2) additional representatives elected or appointed by the Union. The Company shall select three (3) persons excluded from the bargaining unit to sit on this Committee and will notify the Union in writing of their nominees to the Committee. The Company will give due consideration to the recommendations of the Committee.

(d) The Training and Apprenticeship Committee shall meet within two (2) months of ratification and shall meet not less than four (4) times each year and initially be set at two (2) hours unless mutually agreed in writing. Meetings may be extended or added if required. At the first meeting of the Committee following ratification and every year thereafter, the Committee members shall agree on a schedule of meetings for the following year. Notice of these meeting dates and times shall be posted on all Company bulletin boards for the information of the employees. The schedule of meetings shall not be changed unless by mutual agreement in writing.

(e) The Committee shall determine its own protocol and procedures for their meetings.

(f) Minutes will be kept of all matters discussed in the Committee meetings to ensure an accurate record is kept of all proceedings. All documentation and reports brought before the Committee will be referenced in the monthly meeting minutes. The Management members of the committee will have the minutes prepared and distribute to all Committee members for review prior to final approval by the respective chairs. Copies of the final minutes will be distributed to the Committee members and posted on Company bulletin boards. The decisions of the Committee will be recorded in the minutes.

(g) Committee members shall be paid at applicable rates for the time spent in Committee meetings or performing duties on behalf of the Committee. All time must be approved in advance by the Management Co-Chair of the Committee. Although overtime may be unavoidable, it is intent of the parties to hold these meetings on straight time whenever possible.

(h) Prior to the implementation of new training plans, programs or courses, the recommendations of the Union members on the Training and Apprenticeship Committee will be considered at a meeting and reasonable efforts will be

made to incorporate the Union suggestions where possible. All training programs shall also be reviewed by the Committee no less than annually.

(i) The Training and Apprenticeship Committee will be notified, consulted, and have an opportunity to consider the appropriate selection of candidates with as much notice as possible for training programs and courses prior to any final selection or announcement. Where possible, this will take place at least four (4) weeks prior to a certification training program or course in a meeting. The Training and Apprenticeship Committee will be provided with a list of all eligible employees for a course or program. A list of selected candidates will be posted where possible no later than fourteen (14) days prior to the commencement of the course or program.

(j) The Company will pay the full cost of any formal training program that an employee is directed to attend by the Company, and travel and reasonable living out expenses as per the Letter of Understanding Re: Travel Booking and Expenses, for an employee who is required to live away from their home during such training. Employees will be paid at the appropriate rate of pay for hours traveled and/or in training to a maximum of eight (8) hours in a day and shall be paid at the employee's straight time rate of pay.

(k) The Training and Apprenticeship Committee will attempt to reach consensus on decisions wherever possible. Should disagreements arise concerning the selection of Employees for training programs, the dispute may be referred to step 3 of the grievance procedure. Should the arbitrator decide that an employee has not been properly awarded a training course or program, the remedy shall be full redress including a directive to train the employee in the missed program or course as soon as possible.

22.02 Certification Training

(a) Seniority of eligible employees shall govern in the selection for certification training. It is understood that there are circumstances where exceptions may be made, such as:

(i) It is essential to have multi-endorsed employees on shifts other than Monday to Friday shift.

(ii) It is essential that employees are required to be trained for a new line or type of aircraft.

(iii) Employees who hold a valid AME license and who do not hold an applicable endorsement.

(iv) By mutual agreement with the Bargaining Committee.

The above exceptions will be implemented with the mutual agreement of the Training and Apprenticeship Committee. Agreement shall not be unreasonably denied.

(b) Employees will be responsible for completing all Company paid training and where applicable passing the required exams. Employees who choose not

to complete training or fail to pass required exams or do not apply the training for whatever reason will not be eligible for further paid training except after application to and/or a recommendation from the Training and Apprenticeship Committee.

(c) Eligible employees shall be those employees able to apply the applicable certification training to their ACA, and Learners who have adequately completed their logbook and have received Transport Canada approval to write their exams. The Training and Apprenticeship Committee may expand the eligibility by mutual agreement.

(d) The Company will continue to reimburse employees for costs related to maintaining certification in accordance with the current policy and practise.

(e) No certification courses shall be offered to any employee on probation unless by mutual agreement of the Company and Union representatives on the Training and Apprenticeship Committee. Permission shall not be unreasonably withheld by either party.

22.03 Training Reimbursement Agreements

Employees with five (5) or more years of seniority will not have to sign a training reimbursement agreement.

ARTICLE 23 – SAVINGS CLAUSE

23.01 Extent

Should any clause or provision of the Agreement be declared illegal or in any way conflict with the laws of the Province of British Columbia or Canada or any regulation thereof, both parties agree that this Agreement shall automatically be amended to comply with such law or regulation, if the law or regulation so requires. The remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

23.02 Waiver of Provisions

The waiver of any of the provisions of the Agreement or the breach of any of its provisions by either of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.

ARTICLE 24 – GENERAL PROVISIONS

24.01 Identification Cards

Where the Company requires the employee to carry an Identification Card, such card and any replacements thereof shall be supplied free of charge to the employee, except if deliberately damaged by an employee or through careless handling, then the employee shall pay the cost unless there is an adequate explanation for the loss or damage.

24.02 Assignment of Work by Job Families

- (a) Work applicable to the job family general descriptions as set out in Schedule "A" will be allocated first to employees in the specific job family. While each employee holds a position in a Job Family, it is understood that due to the nature of the work, there are some overlaps in capabilities and responsibilities.
- (b) It is also understood that from time to time employees may be required to assist with work in another Job Family subject to the following:
 - (i) Employees shall be entitled to full employment in accordance with the Collective Agreement in their job family based on one of the shift schedules as set out in Article 11.02 prior to any other employee in another job family temporarily performing such work.
 - (ii) Where an employee is on lay off from any job family and there is an overload of work of forty (40) hours or more spanning more than three (3) days in a calendar week in that job family, laid off employees that have recall rights to that job family and seniority over employees in the job family that would otherwise temporarily do the work will be offered the work in accordance in Article 9.07 (e).
 - (iii) Subject to the provisions of (b)(ii) above, temporary assignments of employees outside of their job family will not be exercised in such a way as to cause a delay in recall of regular employees in the job family where work is required.
 - (v) Where work becomes available that is not part of the scope of this agreement and the Company opts to temporarily have this work done by bargaining unit personnel, this activity will not result in the layoff or recall of bargaining unit employees.

ARTICLE 25 – RENEWAL, AMENDMENT AND TERMINATION

25.01 Duration

This agreement shall become effective on March 31, 2011 and shall remain in full force and effect until March 30, 2014, unless changed by mutual consent of the parties hereto.

25.02 Continuation and Bargaining

- (a) During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - (i) the Union commences a legal strike; or
 - (ii) the Employer commences a legal lockout; or
 - (iii) the Parties enter into a new or further Agreement.

(c) During the continuation period provided in (a) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.

25.03 No Strike -- No Lockout

During the term of this Agreement, or during the continuation period provided in Article 25.02 (a) above, there shall be no strike by the Union, or lockout of employee by the Company.

Entered into this 28th day of September, 2012.

Signed in New Westminster, BC on this 28th day of March, 2012.

FOR THE COMPANY


Eric J. Harris, Q.C.
Harris & Company


Deborah Maynard
Director of Human Resources


Cliff Machnyre
Director, Safety Management


Richard Rempel
Maintenance Manager

FOR THE UNION



Nate Shier
Bargaining Committee


Greg Gates
Bargaining Committee


Dean Seale
Bargaining Committee


Steve Frank
Bargaining Committee


Joan Vollans
Bargaining Committee


Barry Drake
Bargaining Committee


Harry Mpon
Local Representative


Gavin McGarrigle
National Representative

SCHEDULE "A" – WAGES AND PREMIUMS

Note: * Actual wages at March 30, 2012 will equal the 2011 rates plus any COLA payments added to 2011 rates as per Article 14 plus 1.8% of the adjusted wage in effect March 30, 2012.

** Actual wages at March 30, 2013 will equal the 2012 rates plus any COLA payments added to 2012 rates as per Article 14 plus 1.8% of the adjusted wage in effect March 30, 2011.

Job Family: AME (M),(E), (S)	April 7, 2011			2012	2013
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Sr. Crew Lead	Title/Code	Title/Code	Title/Code		
AME Sr. Crew Lead	M-SCL-1	AV-SCL-1	S-SCL-1	\$39.86	+ 1.8%

Crew Lead - Progression to the next higher pay level shall be based on 1 year of experience at each level and Company review procedure.

AME Crew Lead 3	M-CL-3	AV-CL-3	S-CL-3	\$38.73	+ 1.8%	+ 1.8%
AME Crew Lead 2	M-CL-2	AV-CL-2	S-CL-2	\$ 37.63	+ 1.8%	+ 1.8%
AME Crew Lead 1	M-CL-1	AV-CL-1	S-CL-1	\$ 35.87	+ 1.8%	+ 1.8%

Bid Position - Employer Determines Requirement

Senior Engineer - Progression to the next higher pay level shall be based on 1 year of experience at each level and Company review procedure.

Sr. Engineer 3	>24 Months	Title/Code	Title/Code	Title/Code			
		M-SE-3	AV-SE-3	S-SE-3	\$33.91	+ 1.8%	+ 1.8%
Sr. Engineer 2	>12 to 24 Months	M-SE-2	AV-SE-2	S-SE-2	\$33.04	+ 1.8%	+ 1.8%
		Sr. Engineer 1	0 to 12 Months	M-SE-1	AV-SE-1	S-SE-1	\$32.16

Bid Position - Employer Determines Requirement

Engineer - Progression to the next higher pay level shall be based on 1 year of experience at each level and Company review procedure.

Engineer 8	>84 Months	Title/Code	Title/Code	Title/Code			
		M-E-8	AV-E-8	S-E-8	\$ 30.02	+ 1.8%	+ 1.8%
Engineer 7	>72 to 84Months	M-E-7	AV-E-7	S-E-7	\$ 29.54	+ 1.8%	+ 1.8%
		Engineer 6	>60 to 72 Months	M-E-6	AV-E-6	S-E-6	\$ 29.07
Engineer 5	>48 to 60 Months	M-E-5	AV-E-5	S-E-5	\$ 28.61	+ 1.8%	+ 1.8%
		Engineer 3	>24 to 36 Months	M-E-3	AV-E-3	S-E-3	\$ 27.08
Engineer 2	>12 to 24 Months	M-E-2	AV-E-2	S-E-2	\$ 26.45	+ 1.8%	+ 1.8%
		Engineer 1	0 to 12 Months	M-E-1	AV-E-1	S-E-1	\$ 25.74

Progress based on AME License

AME (M),(E), (S) (continued)	April 7, 2011	2012 *	2013 **
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Quality Control Inspector

	Title/Code	Title/Code	Title/Code				
QCI 4	>36 Months	M-QC-4	AV-QC-4	S-QC-4	\$ 34.98	+ 1.8%	+ 1.8%
QCI 3	>24 to 36 Months	M-QC-3	AV-QC-3	S-QC-3	\$ 34.11	+ 1.8%	+ 1.8%
QCI 2	>12 to 24 Months	M-QC-2	AV-QC-2	S-QC-2	\$ 33.24	+ 1.8%	+ 1.8%
QCI 1	0 to 12 Months	M-QC-1	AV-QC-1	S-QC-1	\$ 31.09	+ 1.8%	+ 1.8%

Learner - Progression upwards to the next higher pay level shall be based on six (6) months experience at each level and Company review procedure.

Learner 5	>24 Months	Title/Code	Title/Code	Title/Code	\$ 23.13	1.8%	1.8%
		M-L-5	AV-L-5	S-L-5			
Learner 4	>18 to 24 Months	M-L-4	AV-L-4	S-L-4	\$ 21.51	1.8%	1.8%
		M-L-3	AV-L-3	S-L-3	\$ 20.04	1.8%	1.8%
Learner 2	>6 to 12 Months	M-L-2	AV-L-2	S-L-2	\$ 18.66	1.8%	1.8%
		M-L-1	AV-L-1	S-L-1	\$ 17.38	1.8%	1.8%

Unlicensed Aircraft Technician (M), (E), (S)

					April 7, 2011	2012 *	2013 **
Unlicensed Tech 4	>36 Months	M-U-4	AV-U-4	S-U-4	\$ 26.45	1.8%	1.8%
Unlicensed Tech 3	>24 to 36 Months	M-U-3	AV-U-3	S-U-3	\$ 25.44	1.8%	1.8%
Unlicensed Tech 2	>12 to 24 Months	M-U-2	AV-U-2	S-U-2	\$ 24.44	1.8%	1.8%
Unlicensed Tech 1	0 to 6 Months	M-U-1	AV-U-1	S-U-1	\$ 23.13	1.8%	1.8%

1. Must have completed Learner Program or have comparable industry experience.
2. Upon receiving TC license they would go to the next higher rate on the TC scale.

Unlicensed Aircraft Technician w/ ACA ***				April 7, 2011	2012 *	2013 **	
Unlicensed Tech 5 w/ACA	>48+ Months	Title/Code	Title/Code	Title/Code			
		M-U-5A	AV-U-5A	S-U-5A	\$ 29.54	1.8%	1.8%
Unlicensed Tech 4 w/ACA	>36 to 48 Months	M-U-4A	AV-U-4A	S-U-4A	\$ 29.07	1.8%	1.8%
		Unlicensed Tech 3 w/ACA	>24 to 36 Months	M-U-3A	AV-U-3A	S-U-3A	\$ 28.61
Unlicensed Tech 2 w/ACA	>12 to 24 Months	M-U-2A	AV-U-2A	S-U-2A	\$ 27.89	1.8%	1.8%
Unlicensed Tech 1 w/ACA	0 to 6 Months	M-U-1A	AV-U-1A	S-U-1A	\$ 27.08	1.8%	1.8%

*** Military Trained Unlicensed Pay Scale

Job Family: Machinist				April 7, 2011	2012 *	2013 **
Machinist 2						
Machinist 2 - 3	>24 Months	Title/Code				
		MACH-2-3		\$ 30.94	1.8%	1.8%
Machinist 2 - 2	>12 to 24 Months	Title/Code				
		MACH-2-2		\$ 30.20	1.8%	1.8%
Machinist 2 - 1	0 to 12 Months	Title/Code				
		MACH-2-1		\$ 29.49	1.8%	1.8%
Machinist 1						
Machinist 2 - 3	>24 Months	Title/Code				
		MACH-1-3		\$ 27.69	1.8%	1.8%
Machinist 2 - 2	>12 to 24 Months	Title/Code				
		MACH-1-2		\$ 26.51	1.8%	1.8%
Machinist 2 - 1	0 to 12 Months	Title/Code				
		MACH-1-1		\$ 25.28	1.8%	1.8%

Job Family: Aircraft Cleaner				April 7, 2011	2012 *	2013 **
Crew Lead - Progression to be based on 1 year of experience at each level and Company review procedure.						
AC Crew Lead 3	Top	Title/Code				
		CN-CL-3		\$ 18.89	1.8%	1.8%
AC Crew Lead 1	Entry	CN-CL-1				
				\$ 17.81	1.8%	1.8%
Bid Position - Employer Determines Requirement						
Cleaner						
Cleaner 4	>36 Months	Title/Code				
		CN-L-4		\$ 17.09	1.8%	1.8%
Cleaner 3	>24 to 36 Months	Title/Code				
		CN-L-3		\$ 15.90	1.8%	1.8%
Cleaner 2	>12 to 24 Months	Title/Code				
		CN-L-2		\$ 14.70	1.8%	1.8%
Cleaner 1	0 to 12 Months	Title/Code				
		CN-L-1		\$ 13.53	1.8%	1.8%

Job Family: NDT Technician **April 7, 2011** **2012 *** **2013 ****

NDT Crew Lead - Progression to be based on 1 year of experience at each level and Company review procedure.

NDT Crew Lead 3	>12 Months	Title/Code		\$ 41.92	1.8%	1.8%
		NDT-CL-3				
NDT Crew Lead 1	0 to 12 Months	NDT-CL-1		\$ 41.00	1.8%	1.8%

Bid Position - Employer Determines Requirement

NDT Technician

NDT Tech 5	• Certification in Level 2 in LPI or MPI, ET and UT	Title/Code		\$ 39.84	1.8%	1.8%
		NDT-5				
NDT Tech 4	• Certification in Level 2 LPI or MPI,, Level 2 ET or UT and Level 1 in the other	NDT-4		\$ 38.10	1.8%	1.8%
NDT Tech 3	• Certification in Level 2 in LPI or MPI, Level 1 ET and UT	NDT-3		\$ 35.86	1.8%	1.8%
NDT Tech 2	• Certification in Level 1 LPI or MPI, Level 1 ET and UT	NDT-2		\$ 34.01	1.8%	1.8%
NDT Tech 1	• Certification in Level 1 LPI or MPI, Level 1 ET or UT	NDT-1		\$ 32.16	1.8%	1.8%

Employees must spend a minimum of 12 months at each level before moving up.

Job Family: Painters **April 7, 2011** **2012 *** **2013 ****

Crew Lead - Progression to be based on 1 year of experience at each level and Company review procedure

Painter Crew Leader 3	Top	Title/Code		\$ 33.77	1.8%	1.8%
		P-CL-3				
Painter Crew Leader 2	Mid	P-CL-2		\$ 32.92	1.8%	1.8%
Painter Crew Leader 1	Entry	P-CL-1		\$ 32.06	1.8%	1.8%

Bid Position - Employer Determines Requirement

Senior Painter

Sr. Painter 3	>24 Months	Title/Code		\$ 30.11	1.8%	1.8%
		P-SC-3				
Sr. Painter 2	>12 to 24 Months	P-SC-2		\$ 29.39	1.8%	1.8%
Sr. Painter 1	0 to 12 Months	P-SC-1		\$ 28.68	1.8%	1.8%

Bid Position - Employer Determines Requirement

Painter 1			
Painter 4	>36 Months	Title/Code	
		P-C-4	\$ 27.32
Painter 3	>24 to 36 Months	P-C-3	\$ 26.66
Painter 2	>12 to 24 Months	P-C-2	\$ 26.03
Painter 1	0 to 12 Months	P-C-1	\$ 24.80

Must get CAMC to advance and demonstrate competency

Learner

Progression upwards to the next higher pay level shall be based on six (6) months experience at each level and Company review procedure.

Painter Learner 5	>24Months	Title/Code	
		P-L-5	\$ 23.13
Painter Learner 4	>18 to 24 Months	P-L-4	\$ 21.51
Painter Learner 3	>12 to 18 Months	P-L-3	\$ 20.04
Painter Learner 2	>6 to 12 Months	P-L-2	\$ 18.66
Painter Learner 1	0 to 6 Months	P-L-1	\$ 17.38

Job Family: Interior Technician

April 7, 2011

2012 *

2013 **

Crew Lead - Progression to be based on 1 year of experience at each level and Company review procedure

AIT Senior Crew Leader		Title/Code	
		AI-SCL-1	\$ 33.05
AIT Crew Leader 3	Top	AI-CL-3	\$ 32.13
AIT Crew Leader 2	Mid	AI-CL-2	\$ 31.04
AIT Crew Leader 1	Entry	AI-CL-1	\$ 29.17

Bid Position - Employer Determines Requirement

AIT 2

AIT 2 - 2	>12 Months	Title/Code	
		AI-SC-2	\$ 27.20
AIT 2 - 1	0 to 12Months	AI-SC-1	\$ 25.54

Bid Position - Must have CAMC and demonstrated competency

Must be prepared and required to fill in for Crew Lead

AIT 1

AIT 1 - 2	>12 Months	Title/Code	
		AI-C-2	\$ 24.94
AIT 1 - 1	0 to 12 Months	AI-C-1	\$ 23.90

CAMC Certification = 4yrs/log book

Learner
 Progression upwards to the next higher pay level shall be based on six (6) months experience at each level and Company review procedure.

AIT Learner 8	>42 Months	Title/Code	\$ 23.34	1.8%	1.8%
		AI-L-8			
AIT Learner 7	>36 to 42 Months	AI-L-7	\$ 22.91	1.8%	1.8%
AIT Learner 6	>30 to 36 Months	AI-L-6	\$ 22.44	1.8%	1.8%
AIT Learner 5	>24 to 30 Months	AI-L-5	\$ 21.71	1.8%	1.8%
AIT Learner 4	>18 to 24 Months	AI-L-4	\$ 20.96	1.8%	1.8%
AIT Learner 3	>12 to 18 Months	AI-L-3	\$ 19.37	1.8%	1.8%
AIT Learner 2	>6 to 12 Months	AI-L-2	\$ 17.77	1.8%	1.8%
AIT Learner 1	0 to 6 Months	AI-L-1	\$ 17.09	1.8%	1.8%

J Scale -- (hired prior to ratification 2006)		April 7, 2011	2012 *	2013 **
Level 5	Title/Code	\$ 30.94	+ 1.8%	+ 1.8%
	J-5			
Level 4	J-4	\$ 29.26	+ 1.8%	+ 1.8%
	J-3	\$ 27.69	+ 1.8%	+ 1.8%
Level 2	J-2	\$ 26.19	+ 1.8%	+ 1.8%
	J-1	\$ 24.80	+ 1.8%	+ 1.8%

1. Current unlicensed to become Transport Canada (TC) Licensed where possible.
2. Upon receiving TC license they would go to the next higher rate on the pay scale.
3. Those employees at Level 5 who receive their TC license will remain at their current rate until they successfully bid into a Senior Engineer position.

Job Family: Facilities Maintenance		Ratification	2012 *	2013 **
Crew Lead - Progression to be based on 1 year of experience at each level and Company review procedure				
	Title/Code			
FM Crew Lead 3	Top FM-CL-3	\$ 33.78	1.8%	1.8%
FM Crew Lead 2	Mid FM-CL-2	\$ 32.93	1.8%	1.8%
FM Crew Lead 1	Entry FM-CL-1	\$ 32.07	1.8%	1.8%
<i>Bid Position - Employer Determines Requirement</i>				

Senior Facilities Maintenance					
Sr. FM 3	>24 Months	Title/Code	\$ 30.37	1.8%	1.8%
		FM-SR-3			
Sr. FM 2	>12 to 24 Months	FM-SR-2	\$ 29.40	1.8%	1.8%
		FM-SR-1	\$ 28.69	1.8%	1.8%
<i>Bid Position - Employer Determines Requirement</i>					

Facilities 1					
		Title/Code			
		FM 4	>36 Months	FM 1-4	\$ 27.33
FM 3	>24 to 36 Months	FM 1-3	\$ 26.67	1.8%	1.8%
FM 2	>12 to 24 Months	FM 1-2	\$ 26.04	1.8%	1.8%
FM 1	0 to 12 Months	FM 1-1	\$ 24.81	1.8%	1.8%

Learner

Progression upwards to the next higher pay level shall be based on six (6) months experience at each level and Company review procedure.

FM-L-5	>24Months	Title/Code		\$ 23.14	1.8%	1.8%
		FM-L-5				
FM-L-4	>18 to 24 Months	FM-L-4	\$ 21.52	1.8%	1.8%	
FM-L-3	>12 to 18 Months	FM-L-3	\$ 20.05	1.8%	1.8%	
FM-L-2	>6 to 12 Months	FM-L-2	\$ 18.67	1.8%	1.8%	
FM-L-1	0 to 6 Months	FM-L-1	\$ 17.39	1.8%	1.8%	

Senior GSE Technician

Senior GSE Tech 3	>24Months	Title/Code		\$ 30.37	1.8%	1.8%
		GSE-SR-3				
Senior GSE Tech 2	>12 to 24 Months	GSE-SR-2	\$ 29.40	1.8%	1.8%	
Senior GSE Tech 2	0 to 12 Months	GSE-SR-1	\$ 28.69	1.8%	1.8%	

GSE Technician

GSE Tech 4	>36 Months	Title/Code		\$ 27.33	1.8%	1.8%
		GSE-T-4				
GSE Tech 3	>24 to 36 Months	GSE-T-3	\$ 26.67	1.8%	1.8%	
GSE Tech 2	>12 to 24 Months	GSE-T-2	\$ 26.04	1.8%	1.8%	
GSE Tech 1	0 to 12 Months	GSE-T-1	\$ 24.81	1.8%	1.8%	

GSE Technician Learner			
GSE Tech Learner 5	>24Months	Title/Code	
		GSE-L-5	\$ 23.14
GSE Tech Learner 4	>18 to 24 Months	GSE-L-4	\$ 21.52
GSE Tech Learner 3	>12 to 18 Months	GSE-L-3	\$ 20.05
GSE Tech Learner 2	>6 to 12 Months	GSE-L-2	\$ 18.67
GSE Tech Learner 1	0 to 6 Months	GSE-L-1	\$ 17.39
			1.8%
			1.8%
			1.8%
			1.8%
			1.8%
			1.8%

Janitor			
Senior Janitor 2	> 1 year	JAN-SR-2	\$ 18.90
Senior Janitor 1	Entry	JAN-SR-1	\$ 17.82
Janitor 4	> 36 months	JAN-4	\$ 17.10
Janitor 3	> 24 to 36 months	JAN-3	\$ 15.91
Janitor 2	> 12 to 24 months	JAN-2	\$ 14.71
Janitor 1	0 to 12 months	JAN-1	\$ 13.54
			1.8%
			1.8%
			1.8%
			1.8%
			1.8%
			1.8%

Employees must spend a minimum of 12 months at each level before moving up.

Job Family: Planning Clerk	Ratification		2012 *	2013 **
Senior Planning Clerk				
Senior Planning Clerk 2	> than 1 year	PC-SR-2	\$ 19.15	1.8%
Senior Planning Clerk 1	Entry	PC-SR-1	\$ 18.07	1.8%
Adam Clerks				
Adam Planning Clerk 3	> 24 months	PC-AD-3	\$ 17.85	1.8%
Adam Planning Clerk 2	> 12 to 24 months	PC-AD-2	\$ 16.66	1.8%
Adam Planning Clerk 1	Entry to 12 months	PC-AD-1	\$ 15.46	1.8%

Bid Position – Employer determines requirement.

Planning Clerks			
Planning Clerk 4	> 36 months	PC-4	\$ 17.10 1.8% 1.8%
Planning Clerk 3	> 24 to 36 months	PC-3	\$ 15.91 1.8% 1.8%
Planning Clerk 2	> 12 to 24 months	PC-2	\$ 14.71 1.8% 1.8%
Planning Clerk 1	0 to 12 months	PC-1	\$ 13.54 1.8% 1.8%

Premiums			
Temporary Crew Leader – except Cleaner		\$	1.80 /hr
Temporary Crew Leader Cleaner		\$	1.67 /hr
Supervisor Relief		\$	2.00 /hr
First Aid – Level 1		\$	0.50/hr
First Aid – Level 2		\$	1.00 /hr
QCI Inspector		\$	1.00 /hr
Night Shift		\$	1.75 /hr
Weekend Afternoon Shift		\$	0.70 /hr
Fuel Tank Entry		\$	2.50 /hr
Endorsement Pay *		\$	600.00/yr
Taxi Run-Up**		\$	1.00 /hr
* Applies to all classifications in the AME (M) and AME (E) job families who hold an ACA			
** Applies to employees when carrying out taxi run – up duties.			

JOB FAMILY GENERAL DESCRIPTIONS

A job family is a grouping of classifications that have a common set of necessary skills, abilities and qualifications to perform the specialized work that is included in the particular Job Families as outlined below.

Structures Job Family

Employees in the Structures Job Family perform basic tasks of fabrication, modification, assembly and repair of sheet metal and/or extruded or otherwise formed metal components, parts and/or structures, composite parts and materials, utilizing the tools and equipment applicable to aircraft industry specification. After receiving adequate certification and/or training, employees in the Structures Job Family will be able to perform sheet metal, composite and welding tasks and perform a maintenance release for tasks within the scope of their certification authority. In addition, they will be capable of working with related technical documents associated with their Job Family.

Avionics Job Family

Employees in the Avionics Job Family perform tasks of servicing, troubleshooting, maintenance, repairs, modifications, fabrication, installation and functional tests on electrical systems and their components utilizing the tools and equipment applicable to aircraft industry specification. After receiving adequate certification and/or training, employees in the Avionics Job Family will be able to complete avionics tasks and perform a maintenance release for tasks within the scope of their certification authority. In addition, they will be capable of working with related technical documents associated with their Job Family.

Mechanic Job Family

Employees in the Mechanic Job Family perform tasks of servicing, troubleshooting, maintenance, repairs, modifications, fabrication, installation and functional tests on aircraft power plants, hydraulic, electrical, pneumatic and mechanical systems, and their components and including but not limited to exterior panels, and hydraulic lines and cables. After receiving adequate certification and/or training, employees in the Mechanic Job Family will be able to complete mechanic tasks and perform a maintenance release within the scope of their certification authority. In addition, they will be capable of working with related technical documents associated with their Job Family.

Machinist Job Family

Employees in the Machinist Job Family perform tasks of fabrication, assembly, repair, refurbishment or modification of parts, elements or components, and make high precision parts according to specifications, along with the set up and operation of any or all of the following CNC or manual machines, included but not limited to: mills (horizontal or vertical), drills, lathes, grinders, saws. In addition, they will be capable of working with related technical documents associated with their Job Family.

Paint (P) Job Family

Employees in the Paint Job Family perform basic tasks of preparation, removal and application of protective and decorative coats including but not limited to alodine, etch, primer, enamel and lacquer, on aircraft surfaces and components. In addition, they will be capable of working with related technical documents associated with their Job Family.

Non-Destructive Testing (NDT) Job Family

Employees in the NDT Job Family perform tasks of LPI, MPI, ET, UT. After receiving adequate certification and/or training, employees in the NDT Job Family will be familiar with applicable codes and standards and have the ability to interpret inspection results and perform a maintenance release based on their certification authority. In addition, they will be capable of working with technical documents associated with their job family. In the event that the Company adds Magnetic Particle Inspections (MPI) to its capabilities list, the NDT Tech classification will be amended to change the term LPI to read "LPI and/or MPI".

Interior (AIT) Job Family

Employees in the Interior Job Family perform tasks of installation and removal, troubleshooting, maintenance, repairs, modifications, fabrication, on any aircraft interior components including but not limited to cabin seats, air grills, ceilings, door panels, flooring, insulation, side wall and floor panels and monuments. In addition, they will be capable of working with related technical documents associated with their Job Family.

Aircraft Cleaner (CN) Job Family

Employees in the Aircraft Cleaner Job Family perform one or more of the basic tasks of removal of oil, dust and dirt from interior and exterior aircraft and components including but not limited to seats, air grills, ceilings, door panels, galleys, lavatories, flooring, windscreens, closets, side wall and floor panels, flight deck instruments, fight controls, landing gear, exterior panels and structures. In addition, they will be capable of working with related technical documents associated with their Job Family.

Facilities Job Family

Employees in the Facilities Job Family perform tasks of servicing, troubleshooting, maintenance, repairs, modifications, fabrication, installation and functional tests on building power plants, plumbing, hydraulic, electrical, pneumatic and mechanical systems, and their components and including but not limited to welding and fabrication/modifications to tables, crates, jigs, fixtures, a/c parts, aluminum and wood partitions and mobile stands, grounds maintenance, snow removal, spill response and clean up when required.

GSE Job Family (Ground Service Equipment)

Employees in the GSE (Ground Service Equipment) Job Family perform tasks of servicing, troubleshooting, maintenance, repairs, modifications, fabrication, installation and functional tests on Ground Service Equipment and company vehicles, including but not limited to scissor lifts, boom lifts, tugs, fuel trucks, dollies, scaffolding, forklifts and hydraulic jacks and power carts.

Janitor Job Family

Employees in the Janitorial Job family perform the tasks of servicing, cleaning, emptying of garbage and basic maintenance of all offices, washrooms, hallways, hangers and lunchrooms. They are also responsible for ensuring all washrooms are sufficiently stocked with towels, soap and toilet accessories and spill response and clean when required.

Planning Clerk Job Family

Employees in the Planning Clerk Job Family perform the basic tasks of data entry, accurate recording of all work cards, materials and outside services into Cascade Aerospace's database and customer database where required and administrative, clerical duties including but not limited to paper work distribution and control, checking finalization and audit of final paperwork, liaising with Quality Assurance, Crew Leaders, Purchasing, Planners, Supervisors and Customer Reps, ensuring the accurate creation, execution and disposition of work packages and assisting in special departmental projects.

JOB CLASSIFICATION DESCRIPTIONS

A classification is a specific position within a specific job family. Each classification within each job family is shown below. Each classification can have multiple levels and different rates of pay associated with those levels. Levels within each classification are shown in Schedule "A".

Job Family: Mechanic (M)

- AME (M) - Senior Crew Lead
- AME (M) - Crew Lead
- AME (M) - Senior Engineer
- AME (M) - Engineer
- (M) - Learner
- AME (M) - Quality Control Inspector
- (M) - Unlicensed Technician
- (M) - Unlicensed Technician w/ACA

Job Family: Avionics (E)

- AME (E) - Senior Crew Lead
- AME (E) - Crew Lead
- AME (E) - Senior Engineer
- AME (E) - Engineer
- (E) - Learner
- (E) - Unlicensed Technician
- (E) - Unlicensed Technician w/ACA

Job Family: Structures (S)

- AME (S) - Senior Crew Lead
- AME (S) - Crew Lead
- AME (S) - Senior Engineer
- AME (S) - Engineer
- (S) - Learner
- (S) - Unlicensed Technician
- (S) - Unlicensed Technician w/ACA
- (S) - Unlicensed Structures – Prior to Ratification 2006 ("J" Scale)

Job Family: Machinist (MACH)

- (MACH) – Machinist 1
- (MACH) – Machinist 2

Job Family: Aircraft Cleaner (CN)

- (CN) – AC Crew Lead
- (CN) – Aircraft Cleaner

Job Family: Non-Destructive Testing (NDT)

- NDT – Crew Lead
- NDT – NDT Tech

Job Family: Painters

- Painters – Crew Lead
- Painters – Senior
- Painters –
- Painters – Learner

Job Family: Interior Technician (AIT)

- AIT – Senior Crew Lead
- AIT – Crew Lead
- AIT – 2
- AIT – 1
- AIT – Learner

Job Family: Facilities and Maintenance (FM)

- FM – Crew Lead, Facilities and Maintenance
- FM – Senior Facilities Maintenance
- FM – Facilities Maintenance
- FM – Facilities Maintenance Learner
- FM – Senior GSE Technician
- FM – GSE Technician
- FM – GSE Technician Learner
- FM – Senior Janitor
- FM – Janitor

Job Family: Planning Clerks (PC)

- PC – Planning Clerk
- PC – Adam Clerk
- PC – Senior Planning Clerk

SCHEDULE "B" – PENSION PLAN

On the first of the month after their probationary period, all permanent employees who work over twenty (20) hours per week may join the Company's defined contribution or money purchase pension plan. The employee must contribute a minimum of 3% of total gross pay and Cascade will match this to a maximum of 3%. There is a two (2) year vesting period for the plan, meaning that once an employee has participated in the plan for two (2) years the Company-contributed funds are vested, and the funds are locked in until retirement. Participation in the plan accounts for a portion of an employee's annual RRSPP limit. The employee makes the decision and has sole discretion over the choice of which available investment vehicles are chosen for their funds. The Company does not provide advice on investments. The pension benefits are based on the value of contributions plus accumulated interest, earnings, gains and losses. Full details of the plan are available through Human Resources.

On the first day of the pay period following ratification of the 2011 Collective Agreement, matched pension contributions for employees with ten (10) years or more of plan participation shall be increased to six percent (6%).

SCHEDULE "C" – STATUTORY HOLIDAY DATES

	2011	2012	2013	2014
New Year's Day	Saturday, January 1	Sunday, January 1	Tuesday, January 1	Wednesday, January 1
Good Friday	Friday April 22	Friday, April 6	Friday, March 29	Friday, April 18
Victoria Day	Monday, May 23	Monday, May 21	Monday, May 20	Monday, May 19
Canada Day	Friday, July 1	Monday, July 2	Monday, July 1	Tuesday, July 1
B.C. Day	Monday, August 1	Monday, August 6	Monday, August 5	Monday, August 4
Labour Day	Monday, September 5	Monday, September 3	Monday, September 2	Monday, September 1
Thanksgiving Day	Monday, October 10	Monday, October 08	Monday, October 14	Monday, October 13
Remembrance Day	Friday, November 11	Sunday, November 11	Monday, November 11	Tuesday, November 11
Christmas Day	Sunday, December 25	Tuesday, December 25	Wednesday, December 25	Thursday, December 25
Boxing Day	Monday, December 26	Wednesday, December 26	Thursday, December 26	Friday, December 26

LETTER OF AGREEMENT #1 – EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

The Company agrees to continue to provide an Employee and Family Assistance program for the employees.

The Employee and Family assistance Program is available on a confidential basis to employees and their family members. Employees become eligible at the same time they become eligible for Extended health. This program offers confidential, professional assessment, guidance and counselling for personal difficulties such as:

- (a) Emotional or physical problems
- (b) Marital or family problems
- (c) Stress
- (d) Work related problems
- (e) Pre-retirement planning
- (f) Financial and legal difficulties
- (g) Child and elder care
- (h) Sexual harassment or abuse
- (i) Alcohol or drug dependencies
- (j) Gambling
- (k) Bereavement

Signed this 28th day of September, 2012.

FOR THE COMPANY



FOR THE UNION



LETTER OF AGREEMENT #2 – TRAVEL BOOKING AND EXPENSES

The Company's intent is to ensure consistent, cost effective and safe travel arrangements are made for all employees travelling on Company business and that normal living expenses are reimbursed when supported by receipts.

All travel arrangements will be made through Human Resources. Travel arrangements will not be made which knowingly route employees via any war-risk zone or any airport that is politically unstable or use any non-common airline carrier, especially in developing countries.

A per diem of sixty (\$60) dollars per day will be paid while travelling on Company business.

An employee required to use their own car for transportation will be reimbursed in line with the applicable provisions of the federal *Income Tax Act*, however this amount shall be no less than fifty-two cents (\$0.52) per kilometre. Employees will only use their only vehicle provided that their vehicle insurance is sufficient to cover such usage.

All medical and pharmaceutical costs incurred by an employee while travelling on Company business that are not covered by the Company's insurance shall be covered in full by the Company. Employees shall ensure that they bring sufficient prescribed medication with them when travelling on Company business.

The Travel Booking and Expenses Policy dated February 1, 2004 shall not be changed for the life of the collective agreement in relation to Union members without the mutual written agreement between the Company and the Union.

Signed this 28th day of September, 2012.

FOR THE COMPANY



FOR THE UNION



LETTER OF AGREEMENT #3 – CASUAL EMPLOYEES

The Company and the Union recognize that Casual Employees can play a role in assisting the Company to meet the staffing requirements. It may also present an opportunity for some Employees to take on less than full-time work within the Company to meet their personal needs.

Therefore, it will be permitted for the Company to hire no more than five (5) employees as Casual Workers pursuant to the following:

- Seniority**
- Casual employees will only have seniority amongst other casual workers.

- Vacation**
- Casual employees will receive vacation percentage in accordance with the *Canada Labour Code*.

- Benefits**
- Casual employees will receive benefits of statutory declaration.

- General Holidays**
- In accordance with the *Canada Labour Code*.

- Probation**
- Shall be one thousand and forty (1040) hours worked.

- Work Schedule**
- Casual employees will be on an on-call/unscheduled basis and will not be assigned to a specific shift.

- Wages**
- Casual Employees will be placed on the appropriate wage scale and receive progressions based on hours worked with each month on the progression being equal to 173.33 hours for the purpose of this Letter of Understanding only.

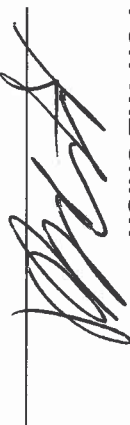
The Plant Chairperson will be notified before a Casual Employee begins their employment. The Casual Employee Program will be reviewed each quarter at the Labour Management meeting and may be changed by the mutual agreement of the parties.

Signed this 28th day of September, 2012.

FOR THE COMPANY



FOR THE UNION



LETTER OF AGREEMENT #4 – GAP TIME

From time to time Cascade will encounter gaps in our maintenance schedule. Due to this fact employees may be directed to take up to two (2) days per pay period off, to a maximum of eighty (80) hours per calendar year in accordance with the following:

1. GAP TIME is not intended as an alternative to the layoff language of the Collective Agreement. Assigned time off under this Letter of Agreement is intended for short term and temporary gaps in the maintenance schedule.
2. Volunteers within the affected project/shift/job family will first be offered the time off.
3. If there are insufficient volunteers, the employees will be assigned gap time in the following order:
 - (i) Contract labour within the affected project/shift/job family and/or those performing similar but non-specialized work on other crew(s), will be released prior to any employees being assigned time off for a period of time of one (1) day or longer.
 - (ii) Any further required reductions will be assigned by reverse order of seniority to employees within the project/shift/job family that are affected. Due to the short term nature of this situation, no bumping rights will be allowed, however, should an employee be able to locate an equivalently qualified employee that wants to take the time off in their place, this option will be considered.
4. Time off will be covered by banked time and where there is no banked time, the employee may elect to take vacation time, time off no pay or elect to be laid off.
5. After any employee has accumulated eighty (80) hours of GAP time in a calendar year, whether assigned or voluntary, any further GAP time taken must be voluntary. For tracking purposes these additional hours will continue to be recorded as GAP.
6. It is permissible for an employee to volunteer for time off over and above two (2) days in an affected pay period and for that time to be accounted as GAP.
7. As a means to reduce the requirement for assigned time off, the Company may offer a temporary shift change to allow the affected employee(s) the ability to maintain their hours for the period. The employee will have the option to accept the shift change or accept the assigned gap time off. Due to the short term nature of these situations, the temporary shift change notice period may not be attainable.
8. For the benefit of all involved the Company will make every effort to announce the possibility of short term work shortages as far in advance as possible and seek volunteers for the time off. It is recognized that there will be times when the anticipated work shortage will not materialize. In this event, the Company will work with the individuals that have volunteered to either:
 - (a) Re-schedule the employee to work the shift, or;

(b) Where the employee wishes to take the time off anyway and the Company can reasonably accommodate, the time will remain as approved time off. For the purposes of this situation, reasonable will mean that;

- (i) Overtime will not be incurred to make up the time.
- (ii) No customer's delivery schedule will be put at risk as a result of the time off.
- (iii) No other employee's seniority rights will be affected with regard to the time off approval.

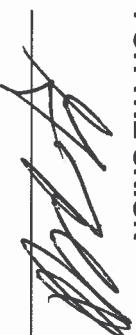
9. Due to the approved time off referred to in 8 (b) above not being the result of a gap in the maintenance schedule, the time off will not be recorded as GAP and will not apply to limits or accruals referred to in this Letter of Agreement..

Signed this 28th day of September, 2012.

FOR THE COMPANY



FOR THE UNION



LETTER OF AGREEMENT #5 – PROTECTED WORKING CONDITIONS

Further to our discussions during collective bargaining, the parties agree that the Company will continue to provide the following working conditions to the employees without change for the duration of the 2011-2013 Collective Agreement:

- Employee parking at no cost.
- Covered smoking area unless prohibited by statute.
- A patio area.
- Lockers for employees' personal belongings.
- Transportation of employee tool boxes to off premises worksites when required.
- Reimbursement for required Transport Canada Exams where a license is issued.
- Telephone access.
- Repair or replacement of damaged tool boxes where the damage is the result of an accident on Company premises and is not the result of the employees own negligence.
- A length of service recognition program.
- Protective clothing in accordance with Article 3.13.
- An adequate number of microwaves, refrigerators, and toasters.
- Where an employee feels unsafe to drive, and the Company agrees, the Company will pay for a taxi to take them home.
- The Company agrees to reimburse the costs associated with all initial and renewals of Transport Canada licences and CAMC and/or CCAA certifications; and NDT certifications as required.
- Continue to provide tools and toolboxes.

Signed this 28th day of September, 2012.

FOR THE COMPANY



FOR THE UNION



LETTER OF AGREEMENT #6 – LEADERSHIP HARASSMENT AND HUMAN RIGHTS TRAINING

The Company agrees to hold a jointly developed and delivered harassment and human rights training program for Union Representatives and designated Management employees, with the content, timing, location(s) and trainers to be determined jointly between the Company and the Union. This course will be delivered on paid time by March 31, 2012 and will be at least one (1) day in duration. The Company and the Union will share equally in the cost of the instructor(s), room rentals, training materials and any other related costs including lost wages for the Union members.

Signed this 28th day of September, 2012.

FOR THE COMPANY



FOR THE UNION



LETTER OF AGREEMENT #7 – EMPLOYMENT EQUITY

During the current negotiations, the parties reaffirmed their commitment to Employment Equity. While the parties recognize that there is increasing representation of the four designated groups within the hourly workforce, the Company and the Union agreed that they must increase special efforts aimed at achieving a representative number of women, visible minorities, aboriginal persons and persons with disabilities within the workforce of Cascade Aerospace.

Accordingly, a Local Employment Equity Committee will be established at Cascade Aerospace and will include no more than two (2) Union Representatives to be designated by the Union in the following manner:


At least one (1) delegate from the Union to the Local Employment Equity Committee will be designated from among the women who are actively employed in the bargaining unit. The other delegate from the Union will be designated from the bargaining unit while attempting to encourage participation of designated group members. Members of the Local Employment Equity Committee will be authorized to leave their work during straight time hours for a meeting once every six (6) months as otherwise mutually agreed.

Signed this 28th day of September, 2012.

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING #8 – QUALITY CONTROL INSPECTOR (QCI)

Due to changes in operational requirements the Employer no longer has a need for the Quality Control Inspector (QCI) roles as they currently exist. However there does remain a component of the existing QCI function to be carried out, specifically the receiving/manufacturing inspection process for products and materials returning from outside service.

The receiving/manufacturing inspection process will continue to be a shared responsibility of Union/Non-Union personnel.

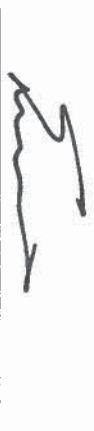
The ongoing requirements for a modified QCI function will require six (6) personnel based on current workload and shifts.

The transition will be completed as follows:

- (i) The current QCI job description will be modified to be equivalent to the Engineer job description with the receiving/manufacturing inspection component included.
- (ii) The transition process would have the current QCI's canvassed by seniority to determine if they would prefer to hold the new QCI position or the role of Senior Engineer.
- (iii) If the canvassing did not result in a reduction to six (6) QCI personnel, the remaining personnel would be placed in the role of AME (M) Senior Engineer 3 in the Mechanic (M) job family in reverse order of seniority. This will not result in a current Senior Engineer being displaced, however it may result in more than one (1) Senior Engineer being on a given crew until more positions become available. No other employees shall be adversely affected as a result of such changes.
- (iv) Current QCI's that do not retain the position would have their pay rate red-circled with regard to annual wage increases until their current rate is surpassed. COLA payments would still be applied to this red-circled group.
- (v) The six (6) QCI positions will be placed on shifts based on seniority in the normal shift bid process as follows – 2 Monday to Friday (A) shift, and 2 Monday to Friday (B) shift, and 2 on the weekend shift.

Signed this 28th day of September, 2012.

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING #9 - JOB SECURITY ISSUES

During collective bargaining, the parties discussed the scope of the work to be performed by Cascade bargaining unit members during the existence of the Collective Agreement which will be in effect until March 30, 2014. A meeting was held with Cascade CEO David Schellenberg on March 21, 2011 to discuss these concerns further.

To clarify the understanding reached on these issues, the parties have set forward the following provisions:

1. The Company confirms that during the life of this Collective Agreement, it is the intention of the Company to continue to do the heavy maintenance work currently performed on the C130 fleet (including the E&H) models at the Cascade Aerospace facility in Abbotsford. It is also the intention of the Company to perform heavy maintenance work on the new C130J models at the Abbotsford facility.
2. It is understood that Cascade performs some maintenance work in Trenton, Ontario and that this work is not included in the bargaining unit. It is not the intention of the Company to expand the scope of the work in Trenton being performed by non-bargaining unit members.
3. The Employer agrees to keep the Union informed with respect to the work being done at Trenton and will provide a written update within fourteen (14) days of ratification and quarterly thereafter. Specifically, the Company will inform the Union if the nature or scope of the work has changed. The Union shall be provided with relevant information or documentation with respect to the work being done at Trenton if a breach of this letter is alleged.
4. The Company confirms that during the life of this Collective Agreement, the Company will perform and conduct heavy maintenance work on aircraft belonging to other countries than Canada or for an international airline customer at the Abbotsford facility.
5. The Company confirms that during the life of this Collective Agreement, the Company will perform and conduct heavy maintenance work for any Canadian airlines at the Abbotsford facility.
6. Heavy maintenance work is defined to include third line maintenance, overhauls, periodic and heavy checks, and modifications scheduled in conjunction with these checks.
7. This will not preclude the utilization of mobile repair parties under this Collective Agreement.
8. The obligations created under items 3, 4, 5, 6 and 7 of this letter will be enforceable under the Collective Agreement through the grievance and arbitration provision.

Signed this 28th day of September, 2012.

FOR THE COMPANY



FOR THE UNION



LETTER OF AGREEMENT #10 – CREW STRUCTURES

Using the shift bid process, home crews will be developed once per year, or more frequently if required due to hiring, attrition, or production demands according to the following guidelines:

- (a) Each job family/department will be divided into home crews of no more than ten (10).
- (b) Each home crew will have a minimum of one (1) Crew Leader, one (1) Senior Engineer/Tradesperson/AIT2, and, in the AME crews, one (1) additional AME with an ACA.
- (c) Home crews are used for determining crew position vacancies and for vacation bidding purposes in accordance with the shift and vacation bidding provisions of the Collective Agreement.
- (d) During the course of the year, requirements may arise where crews or portions of crews will be assigned away from their home crews for operational requirements.

Signed this 28th day of September, 2012.

FOR THE COMPANY



FOR THE UNION



LETTER OF AGREEMENT #11 – MOBILE REPAIR PARTIES (M.R.P.)

Mobile Repair Parties Defined

Mobile Repair Parties are defined as any work including delivering instruction and training outside the Vancouver Lower Mainland and Fraser Valley performed by a bargaining unit member at Cascade Aerospace.

Hours of Work on Mobile Repair Parties

Employees assigned to a Mobile Repair Party will be paid at their regular rates of pay for the time involved, including overtime for overtime hours worked on an aircraft. In addition, basic hours of work will be protected, but the scheduled hours of work may be adjusted to accommodate the nature of the assignment.

Employees will be paid a minimum of eight (8) hours at straight time per day when on a day off and not working on an aircraft.

Transportation and Accommodation

The Company will arrange for payment of transportation and accommodation. If these expenses are not paid directly by the Company and/or other expenses will be incurred, the employee will be given a travel advance and must account for the funds advanced, by way of an expense report including receipts, upon his or her return.

Personal Vehicle Use on Mobile Repair Parties

An employee required to use their own car for transportation on a Mobile Repair Party will be reimbursed in line with the applicable provisions of the federal *Income Tax Act*, however this amount shall be no less than fifty-two (\$0.52) per kilometer. Employees will only use their only vehicle provided that their vehicle insurance is sufficient to cover such usage.

Employees who perform work off site but within the Vancouver Lower Mainland and Fraser Valley will be reimbursed in line with the applicable provisions of the federal *Income Tax Act*, however this amount shall be no less than fifty-two (\$0.52) cents per kilometer if they are required to use their own vehicles. Employees will only use their only vehicle provided that their vehicle insurance is sufficient to cover such usage.

Selection for Mobile Repair Parties

When selecting an employee for a Mobile Repair Party, the following criteria shall govern in making the selection:

- (a) Qualifications required;
- (b) Availability of the employee;
- (c) Time since previous M.R.P.
- (d) Seniority;
- (e) Right of refusal by Technician.

N.B. If there are no volunteers per the above criteria, then the junior qualified technician will be required to take the assignment. Notwithstanding the above, employees forced to accept a Mobile Repair Party assignment may exercise their right to refuse unsafe work as per the *Canada Labour Code* and/or if the insurance coverage set out by the Company will be nullified in the event of war, insurrections, etc.

Mobile Repair Party Premiums

Employees working on a Mobile Repair Party will be paid a premium of three dollars (\$3.00) per hour worked excluding travel time. Additional hourly rate premiums may be negotiated depending upon the type of assignment.

In addition to the per diem, the Employer will attempt to negotiate an inconvenience allowance with the Union and the employee(s) selected for each Mobile Repair Party.

Medical and Pharmaceutical Costs Covered

All medical and pharmaceutical costs incurred by an employee while on a Mobile Repair Party that are not covered by the Employers' insurance shall be covered in full by the Employer. Employees shall ensure that they bring sufficient prescribed medication with them when going on Mobile Repair Parties.

Mobile Repair Party Policy

All other policies and procedures relating to a Mobile Repair Party shall not be less than the provisions set out in the collective agreement and shall not be changed without mutual consent.

Signed this 28~~th~~ day of September, 2012

FOR THE COMPANY



FOR THE UNION



LETTER OF AGREEMENT #12 – SUBSTANCE ABUSE

Substance abuse is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees towards full rehabilitation. The Company recognizes that the Union can provide a source of information and be a positive influence in the process of addressing substance abuse.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. The Company will assist by referring employees to appropriate counselling services, treatment or rehabilitation facilities

Signed this 28th day of September, 2012

FOR THE COMPANY



FOR THE UNION



LETTER OF AGREEMENT #13 – ADDITIONS TO BARGAINING UNIT

The parties agree that they will meet without delay to negotiate terms and conditions of employment for any new additions to the bargaining unit during the life of this Agreement.

If the parties are unable to agree on new terms, conditions, and wage rates, it is agreed that the outstanding issues will be submitted to interest arbitration using an Arbitrator selected in accordance with Article 7. This Arbitrator will have authority to issue a binding ruling on all outstanding terms and conditions of employment for the new group including wages however the Arbitrator shall not be permitted to award any terms or conditions of employment less than the current collective agreement and shall not be permitted to order wage rates less than the employees were earning at the time of their entry into the bargaining unit.

Signed this 28th day of September, 2012

FOR THE COMPANY



FOR THE UNION



LETTER OF AGREEMENT #14 – TEMPORARY FOREIGN WORKER PROGRAM

The Company agrees that no new employees shall be hired under the federal or provincial Temporary Foreign Worker Program without mutual written agreement with the Union.

The Company will not hire an agency for the purposes of administering any federal or provincial Temporary Foreign Worker Program without mutual written agreement with the Union.

Signed this 28th day of September, 2012

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING #15 – PHASED RETIREMENT

Phased retirement may be requested by employees at age 60 or later, whereby part time arrangements will be considered based on operational requirements. Such requests shall not be unreasonably denied. Overtime on such arrangements shall be payable on a daily basis as per all of the provisions of this Agreement and payable on a weekly basis after forty (40) hours of work.

The Company will meet with the Union within the first year of the collective agreement to discuss the parameters for a phased retirement program which will take into account any changes related to current challenges to the *Canadian Human Rights Act* governing the ability to have mandatory retirement.

Signed this 7th day of September, 2012

FOR THE COMPANY



FOR THE UNION



LETTER OF AGREEMENT #16 - CREW LEADER UPGRADES

The intention of this LOA is to define when an incumbent Crew Leader is entitled to fill vacancies that may arise.

1. For the purposes of this LOA, an incumbent Crew Leader is a person who:
 - (a) Is actively employed by the Company at the time of the vacancy to be filled.
 - (b) Previously held a permanent Crew Leader position within the Company.
 - (c) Has lost that position through the provisions of Article 9.04 (c) of the Collective Agreement within twenty four (24) months of the arising of the vacancy to be filled.
2. For temporary upgrades anticipated to be of fourteen (14) calendar days or less, the selection will be made in accordance with Article 20.03.
3. For temporary upgrades anticipated to be of more than fourteen (14) calendar days but not beyond sixty (60) calendar days the selection will be as follows:
 - (a) First, to the senior qualified incumbent Crew Leader working in the bargaining unit provided that where a shift change is required, they are willing to waive the notice requirements as set out in Article 11.07 of the Collective Agreement;
 - (b) Then to employees selected in accordance with Art. 20.03 of the Collective Agreement.
4. During the period that there are incumbent Crew Leaders as described in 1. above, Crew Leader vacancies that would normally be posted in accordance with Article 20.01 or Article 20.02 will:
 - (a) First be offered through the recall process to incumbent Crew Leaders. Incumbent Crew Leaders who decline a vacancy anticipated to be of longer than one hundred and twenty (120) days will forfeit their right of recall to future Crew Leader positions. If the vacancy is not filled through this process then,
 - (b) The vacancy will be posted in accordance with the Collective Agreement.

Signed this 28th day of September, 2012

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING #17 – STRUCTURES AND MECHANICS JOB FAMILIES

It is intended for this Letter of Understanding to clarify aspects of the Structures and Mechanics job families. The terms and conditions within this Letter only have application within the Structures and Mechanics families and nowhere else in this Agreement unless otherwise specified.

The Structures job family includes but is not restricted to the departments of Sheet Metal and Composites. The Structures job family would be separated into Sheetmetal and Composites departments above Engineer 3 and Unlicensed Tech with ACA 1.

The Mechanic job family includes but is not restricted to the departments of Mechanic and Hydraulics. The Mechanic job family would be separated into Mechanic and Hydraulic departments above Engineer 3 and Unlicensed Tech with ACA 1.

1. Progressions from Engineer 3 to 4 or Unlicensed Tech with ACA 1 to 2 would default to the Mechanic or Sheet Metal department in the applicable Job Family unless there is an available posting in the alternate department.
2. Engineer 3 and below will be given the opportunity to elect their preferred department and be given their preference subject to operational needs and seniority. A preference list will be kept in the manpower office and employees will be given the opportunity to update their preference on a quarterly basis.
3. Employees holding a position within a department in their applicable job family have seniority rights with regard to training, shifts and time off within that department.
4. Employees within departments do not move between departments as a result of a shift bid or any shift transfer process.
5. Specialized training applicable to a specific department will first go to the employees within the department.
6. Movement between departments is through the provisions of Article 9 and Article 20.
7. Employees holding a position in a department have seniority rights for bumping and recall purposes in the alternate department in their Job Family.
8. Employees below Crew Leader who move between departments in a job family will retain their current pay rate.
9. Crew leaders who move between departments within a Job Family will retain their position and pay rate subject to holding qualifications in the new department. For the purposes of this letter, qualifications means that the candidate meets the level of experience required in the job description for the applicable Job Family and department.

Signed this 28th day of September, 2012

FOR THE COMPANY



FOR THE UNION



**LETTER OF AGREEMENT #18 – INCLUSION OF GSE, FACILITIES, JANITORS AND
PLANNING CLERKS**

1. Scope

The new members are fully covered under all of the terms of the collective agreement, effective upon ratification, unless otherwise specifically mentioned.

2. Article 2.03

The Company agrees to temporarily recognize one (1) Shop Steward for the Planning Clerks and one (1) Shop Steward to cover Facilities, GSE and Janitors. This may result in the maximum number of Shop Stewards temporarily rising to seventeen (17). The total number of Shop Stewards will be reset to fifteen (15) by attrition or the next election, whichever occurs first.

3. Seniority List

Seniority for all members in the Facilities Maintenance and GSE Job Family, Janitorial Job Family, and the Planning Clerks Job Family shall be calculated in accordance with their original date of hire at Cascade Aerospace (regardless of status or position) and as per the list attached as Appendix “A”, with errors and omissions excepted.

The following corrections to the seniority dates shall be made:

Doug Wiens	Adjust seniority date to January 25, 2005
Meghan Simpson	Adjust seniority date to August 2, 2005
Mollie Ziola	Adjust seniority date to August 7, 2007

4. Job Families and Classifications

Two (2) new job families shall be added to Schedule “A” of the current collective agreement and a description of each of these job families shall be included in the collective agreement under Job Family General Descriptions.

The new job families shall be as follows:

Job Family: Facilities Maintenance (FM)
Job Family: Planning Clerks (PC)

Within the new job families to be included under Schedule “A” of the current collective agreement, the following classifications shall be included:

Job Family: Planning Clerks (PC)

PC Classifications:

PC – Planning Clerk
PC – Adam Clerk
PC – Senior Planning Clerk

- The job descriptions for the above classifications shall be as outlined on November 18, 2011 and these shall be added into the collective agreement in accordance with the March 24, 2011 MOA.
- Remove the Junior Planning Clerk classification.
- The supervisory duties of the Lead Planning Clerk (hiring, firing, discipline, and scheduling) will be removed from the bargaining unit and all other duties performed by the Lead Planning Clerk will be folded into the Senior Planning Clerk job classification. Any performance of Supervisory work by a bargaining unit member shall attract the \$2.00 per hour supervisory premium.

Job Family: Facilities and Maintenance (FM)

FM Classifications:

- FM – Crew Lead, Facilities and Maintenance
- FM – Senior Facilities Maintenance
- FM – Facilities Maintenance
- FM – Facilities Maintenance Learner
- FM – Senior GSE Technician
- FM – GSE Technician
- FM – GSE Technician Learner
- FM – Senior Janitor
- FM – Janitor
- The job descriptions for the above classifications shall be as outlined on *November 18, 2011* and these shall be added into the collective agreement in accordance with the March 24, 2011 MOA.

5. Shift Scheduling

The current shifts and practice for shift scheduling will continue for the Planning Clerks job family unless otherwise mutually agreed or until a new collective agreement is reached.

The current employees in Facilities Maintenance and GSE Tech positions will continue to work their current day shift schedules in accordance with current practices unless otherwise mutually agreed or until a new collective agreement is reached. Any new employees shall be scheduled in accordance with Article 11.

The current day and evening shifts for Janitors that run from Tuesday to Saturday and Sunday to Thursday will be changed to be Monday to Friday day and evening shifts unless otherwise mutually agreed or until a new collective agreement is reached.

The Company commits to hire a new janitor for a weekend shift that will include Saturday and Sunday within thirty (30) days of ratification (unless a more senior janitor bids on the weekend shift by seniority) and then all incumbent janitors will be offered the Monday to Friday day or evening shift in accordance with their seniority.

6. Layoffs and Recall

For layoff and recall purposes, any layoffs of employees in the Facilities and Maintenance job family will be by classification using Article 9.04.

- Senior Facilities Maintenance, Facilities Maintenance, Facilities Maintenance Learner, and Crew Lead, Facilities Maintenance shall be considered one classification for this purpose only.
- Senior GSE Tech, GSE Tech, GSE Tech Learner will be considered a single classification for this purpose only.
- Senior Janitor and Janitor will be a single classification for this purpose only.

Layoffs and recall in the Planning Clerks job family shall be by job family seniority as set out in Article 9.

7. Protective Equipment

Employees working in the Facilities and GSE Job Family (except Janitors) will be paid a protective equipment allowance for safety footwear in accordance with Article 3.13 however the amount shall be increased to two hundred and fifty dollars (\$250.00) annually with the understanding that employees must wear the footwear to receive this allowance. Janitors may claim a protective equipment allowance as per Article 3.13. The safety footwear standard shall be as per CSA standard green triangle and orange delta.

8. On Call Payment

Where there is a requirement to be available by phone or pager outside of any employee's normal work day, the employee will receive one and one-half (1.5) hours pay for each day off that they are on call and one (1) hours pay for each day that they have worked a shift and are required to be on call. The employee is responsible for being available for calls when they are scheduled for on call duty. When an employee is required to report to work after receiving a call, their hours worked will be paid as per the overtime provisions of the collective agreement. If an employee is called back to work from a vacation day or a scheduled banked day, they will be paid a regular days' wage and the vacation day or banked day will be postponed to another mutually agreed time.

9. Health Benefits

The employees covered under this Letter of Understanding shall move onto the Union plan effective January 1, 2012.

10. Temporary Upgrades

Temporary upgrades shall be offered as per the collective agreement.

Upgrades to Crew Leader shall be paid at \$1.80 / hr. as per the collective agreement.

Upgrades to Supervisor or to Supervisory duties shall be paid at \$2.00 / hr as per the collective agreement.

11. Job Postings

All job postings and selection shall be as per the collective agreement including Article 20. Selection for Facilities Maintenance Crew Lead and Senior Planning Clerk shall be as per Article 20.01 (h). Postings for the Senior Janitor that arise after the initial Senior Janitor posting has been filled will be determined in accordance with Article 20.01 (h).

12. Letter of Understanding #2 – Casual Workers

The current Letter of Understanding #2 will be modified to allow for up to an additional five (5) casual positions to be used for the classifications covered under this Letter of Understanding only. These positions shall be paid at one of the rates covered under this Letter of Understanding.

13. Additional Issues

Doug Wiens holds an annual electrical permit for the building. He will be paid the \$600 / per year pay for this permit. This shall be paid on the first pay period in January 2012 and every year thereafter. Doug Wiens shall continue to receive the \$34.62 per pay period in recognition of his transfer from Con-Air and arrangements that were made at that time unless otherwise mutually agreed or until a new collective agreement is reached.

Brent Piercy will be classified as Senior Facilities Maintenance at the top rate.

Mike Schulz and Pablo Lopez will be classified as Senior GSE Technician at Level 1. They will continue to receive the annual wage increases and COLA payments but will not move up into Level 2 or 3 rates until they worked for one (1) year at Level 1 and have achieved a red seal certification in a trade such as Heavy Duty Mechanic, Auto Mechanic or comparable trade related to their job. The Company shall assist these members to achieve such certification as discussed in bargaining.

Meghan Simpson will move into the Senior Planning Clerk classification with no loss of seniority and be red-circled at her current rate of pay and will not receive the annual wages increases until such time as her rate is the same as other Senior Planning Clerks. She will continue to receive quarterly COLA payments. Meghan Simpson may be required to perform supervisory duties that are not in conflict with her position as a bargaining unit member and in these instances, the additional \$2.00 per hour supervisory premium will not be paid in recognition of her red-circled status.

Instead of the back pay referenced in item #14, Tayler Wertman will receive a lump sum of back pay of eighteen hundred dollars (\$1800.00) gross at the conclusion of his contract as a casual employee.

14. Wages

All wages are retroactive to June 1, 2011.

The attached Schedule "A" will show the wage scale and Schedule "B" will show where each current employee will be placed as a result of this agreement.

Employees will move up to the next level in their classification based on their anniversary date. For example, an employee who has 35 months service as a Planning Clerk will be placed into the Planning Clerk 3 wage rate and will move to the Planning Clerk 4 wage rate upon reaching 36 months of service.

Employees who post from Planning Clerk to ADAM clerk will be placed in the appropriate ADAM clerk wage rate based on their length of service as a Planning Clerk. For example, a Planning Clerk 3 or 4 would move immediately to the ADAM Clerk 3 rate upon being accepted for an ADAM Clerk posting. A Planning Clerk 2 with 23 months of service will move immediately to the ADAM Clerk 2 rate upon being accepted for an ADAM Clerk posting and then to the ADAM Clerk 3 rate the following month.

Signed in Abbotsford, BC on this 28th day of Abbotsford ~~December~~, 2012.

FOR THE COMPANY

FOR THE UNION

Deborah Maynard
Vice President of Human Resources



Nate Shier
Bargaining Committee



Cliff MacIntyre
Senior Manager, Resources



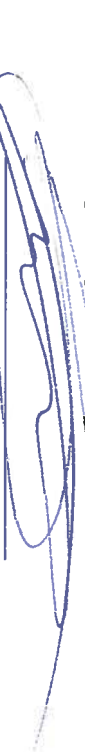
Mollie Ziolk
Bargaining Committee



Wayne Bickner
Manager of Planning



Brent Piercy
Bargaining Committee



Tom Lusk
Facilities and Tooling Manager



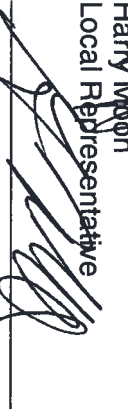
Mike Schultz
Bargaining Committee



Harry Moon
Local Representative



Gavin McGarrigle
National Representative



GLOSSARY OF TERMS

Critical Path Tasks – A series of specific and directly related tasks that will directly impact the overall duration of a project.

AOG (Aircraft on Ground) – An aircraft that is rendered unserviceable due to the need for unscheduled required maintenance.

Specialized Tasks – Are tasks that require specific instructions not normally provided in the technical data of the OEM, including prototype work or a maintenance activity that requires ongoing communication with the approving organization as the task progresses.

Certification Training – This includes but may not necessarily be limited to endorsement courses, weight and balance, engine run, SRM, prop balance, boroscope, LCM courses and other forms of formal training that are required in relation to certifying an aircraft for airworthiness.

Over the life of this agreement the Company and the Union will continue to add agreed to definitions to this Glossary.

Endorsements – Recognition of authorized training on a specific aircraft type that allows for certification of maintenance on that specific aircraft type.

Aircraft Certification Authority (ACA) – An internal designation issued by the Company to employees in the AME (M), AME (E) and AME (S) job families in compliance with Transport Canada Canadian Aviation Regulations (CARs) to allow for maintenance releases for work performed on-aircraft. Employees will be granted an ACA in accordance with Cascade's Quality Control Policies.

Shop Certification Authority (SCA) – An internal designation issued by the Company to employee in the AME (M), AME (E) and AME (S) job families in compliance with Transport Canada Canadian Aviation Regulations (CARs) to allow for maintenance releases for work performed off-aircraft.

Shift – Where there is a reference to a shift in this Collective Agreement, it shall refer to the Regular Work Schedule or Alternate Work Schedule shifts as set out in Article 11.02 (a).

Work Day – A work day is defined as a particular day of work within one of the Regular Work Schedule or Alternate Work schedule shifts as set out in Article 11.02 (a).