



July 2, 2022 – June 30, 2027

# NFTC collective bargaining agreement



IAMAW/AMTA  
DISTRICT 140

CAE

**COLLECTIVE AGREEMENT**

BETWEEN

**CAE MILITARY AVIATION TRAINING**

AND

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

September 1, 2022

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

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## DEFINITIONS

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

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

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

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

**On Call:** Personnel who are required to carry a cell phone and respond to all calls by solving issues over the phone or reporting to work within one (1) hour when required.

**Operational Requirements:** Requirements inherent to the operation of the workplace. These may include, but are not limited to, factors such as efficiency, staffing numbers, training, regulatory and internal audits, volume of work, hours of operation and customer requests.

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

**Seniority Unit:** Shall be recognized as Moose Jaw and Cold Lake.

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

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

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

## **ARTICLE 1 – PURPOSE**

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

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

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

## **ARTICLE 2 – RECOGNITION**

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

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

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

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

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

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



## **ARTICLE 3 – THE RIGHTS OF MANAGEMENT**

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

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

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

## **ARTICLE 4 – UNION MEMBERSHIP, DUES AND SECURITY**

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

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

4.03 All employees shall be issued a copy of the Collective Agreement on the first (1<sup>st</sup>) day of hiring, and the Shop Chairperson shall be notified in writing of any new employee engaged.

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

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

4.06 Union dues will be remitted to the Union no later than the fifteenth (15<sup>th</sup>) of the month following the deductions.

## **ARTICLE 5 – STRIKES AND LOCKOUTS**

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

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

## **ARTICLE 6 – UNION REPRESENTATIVES**

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

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

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

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

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

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

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

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

The Shop Committee Chairperson or their delegate will be availed a guarantee of one (1) hour per day, five (5) days per week when there are less than one hundred (100) active members at work.

The Shop Committee Chairperson or their delegate will be availed a guarantee of two (2) hours per day, four (4) days per week when there are one hundred (100) and more active members at work.

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

6.10 Negotiation Committee: The Negotiation Committee will consist of four (4) members, one (1) will be from Cold Lake. The Company will pay for all lost time of the Negotiation Committee during direct negotiations, including travel time (at straight time) for the member from Cold Lake. During pre-negotiations, the Committee will be time cleared and the local lodge will pay the members. However, this time cleared must be pre-approved by the manager and will be subject to operational requirements.

## **ARTICLE 7 – SAFETY COMMITTEE**

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

7.02 The Chairperson of the Committee will rotate as per the Canada Labour Code, Part Two (2).

7.03 The joint Committee shall be made up at Moose Jaw with five (5) members appointed by the Union and at Cold Lake with two (2) members appointed by the Union. Management will have a minimum of three (3) members in Moose Jaw and one (1) member in Cold Lake. Not all Committee members need to be present at every Committee meeting. Required attendance at meetings will be based on Canada Labour Code requirements. An employee who attends Committee meetings outside of scheduled hours of work shall be compensated at regular time rate of pay.

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

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

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

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

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

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

8.05 Step One (1). The employee may state their grievance in writing on the union grievance form and the employee's Shop Steward shall present it to their Supervisor or delegate. Within five (5) working days thereafter, the Supervisor or their delegate will meet the employee and the employee's Shop Steward in an attempt to settle the Grievance. Failing settlement at the meeting, the Supervisor or their delegate shall deliver their answer to the Shop Steward within six (6) working days of this meeting.

8.06 Step Two (2). Should the Union consider that a just settlement has not been found, the Union Shop Committee may present the grievance in writing to the next highest level of Management or their delegate, within six (6) working days after the date of the decision in Step One (1). Within six (6) working days following, the next highest level of Management

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

8.07 Step Three (3). Should the Union consider that a just settlement has not been found, the Union Shop Committee will advance the issue to the applicable General Chairman.

The General Chairman will contact the Director of Labour Relations or their delegate within ten (10) working days to setup a meeting to deal with the issue.

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

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



## **ARTICLE 9 – ARBITRATION**

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

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

1. Corrin Bell
2. Andrew Sims
3. Allen Ponak
4. John Moreau
5. David Jones
6. Francine Chad Smith

9.03 Arbitrators will be contacted in the order they appear on the list. The first (1<sup>st</sup>) arbitrator available will be the one selected for the hearing. For any subsequent arbitration, the first (1<sup>st</sup>) arbitrator to be contracted will be the one following the most recent arbitrator used.

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

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

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

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

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

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

9.10 The Company will pay for one (1) union representative to assist the General Chairman for one (1) day preparation in advance of an arbitration hearing. This employee will also be granted a paid absence for the duration of an arbitration hearing. The specific union representative will be agreed between the Company and District Lodge 140 in writing.

## ARTICLE 10 – SENIORITY

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

10.02 The seniority units shall be recognized as:

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

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

10.04 A new employee shall establish their seniority upon completion of a 6-month probation period. Seniority shall be effective from the date of employment.

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

- a) Voluntarily terminate their employment with the Company;
- b) Accept a permanent position outside of the bargaining unit;
- c) Are discharged for just cause and not reinstated through the grievance and arbitration process;
- d) Fail to notify the Company of their intent to return to work on the date specified in their recall letter within ten (10) working days after a permanent recall has been received at their latest address appearing in the Company records. A copy of such notice shall be given to the employee's Shop Steward;
- e) Are absent from work for a period of five (5) working days or more without notifying their Supervisor or the Human Resources office without reasonable cause;
- f) Are laid off and not recalled to work for a period of two (2) years for an employee with less than five (5) years of total service and three (3) years for an employee with five (5) years of total service or more; and
- g) Fail to return to work on the date expected following a recall, or the conclusion of an approved Leave of Absence except in extenuating circumstances.

10.06 By agreement of the parties hereto, seniority may be restored in whole or in part in any case arising out of one or more of the foregoing reasons if extenuating circumstances

should warrant reinstatement. Such circumstances shall be brought to the attention of the Company by the Shop Committee.

10.07 At all times, the Company shall have available for inspection by the Union a list of employees in each seniority unit and occupational classification and their respective seniority as well as any seniority accrued in other occupational classifications. Such list shall be posted and sent to the Shop Committee at intervals of three (3) months during the term of this Agreement.

10.08 An employee with seniority who is temporarily employed in a position outside of the bargaining unit will retain but not accrue their union seniority and shall continue to accrue total service while so employed for a period of twelve (12) months. They will continue to pay union dues for the duration of the temporary position for up to twelve (12) months.

## ARTICLE 11 – LAY-OFF AND RECALL

### 11.01 General Principles

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

### 11.02 Reduction in the Work Force

11.02.01 In the event of a reduction in the workforce, the following employee categories, though not necessarily in this order, will be the first (1<sup>st</sup>) to be laid off within the Occupational Classifications concerned:

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

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

- a) If a lay-off affects employees in the Aircraft Technician Occupational Classification, the Apprentices within this classification will be the first (1<sup>st</sup>) to be laid off; and
- b) The Chief Steward and the Shop Chairperson will not be subject to lay-off unless there is no longer any work available in their respective Occupational Classifications that they are qualified to perform.

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

### 11.03 Notification

11.03.01 No employee with seniority shall be laid off without at least two (2) weeks' notice or in exceptional circumstances, two (2) weeks' pay in lieu thereof. Any employee absent for any authorized reason will be considered to have had the two (2) weeks' notice from the date of return to work inclusive of their first (1<sup>st</sup>) day back.

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

### 11.04 Bumping Rights

11.04.01 The lay-off notice to employees will include notification to the employee on the applicable form that they may avail themselves of the right to displace another employee.

11.04.02 Such form shall be filled out and returned to the Company with a copy to the Shop Committee within twenty-four (24) hours of receipt of the notice and shall bear the signature of the employee being laid off.

11.04.03 An employee may displace the least senior employee in their Occupational Branch and Seniority unit only providing that they meet the general conditions below and the specific conditions applicable to their Occupational Branch in the following paragraphs:

- a) Is willing to accept the responsibility of the job;
- b) Is willing to accept the applicable rate of pay for the job;
- c) Has greater *total seniority* (defined in article 11.04.06) than the employee being displaced;

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

11.04.05 Within the Logistics Branch, an employee can displace the least senior employee within this branch with the exception of the Team Lead. A Logistics Team Lead can displace

the least senior employee in the Logistics Branch providing conditions in 11.04.01 are met. The Company will provide suitable training to each employee occupying a new position as the result of such displacement. If the employee is not able to acquire the necessary skills within six (6) months, they will be laid off and the most senior employee on lay-off will be recalled.

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

#### 11.05 Increases in the Work Force

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

11.05.02 Before any new employee is hired, the employees with greater seniority who are still on lay-off will be recalled within the classification if they meet the requirements of the position.

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

11.05.04 In the event of a temporary recall, the employee must notify the Company of their intent to return to work on the date specified in their recall letter within five (5) working days of receipt of such letter. If the employee fails to do so, or declines the temporary recall, they shall not be entitled to the job but shall be entitled to hold their place on the seniority list and to be considered for the next vacancy for which they are eligible.

11.05.05 In the event of a permanent recall, the employee must notify the Company of their intent to return to work on the date specified in their recall letter within ten (10) working days of receipt of such letter. If the employee fails to do so, they will lose their recall rights.

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

11.07 In the event of a lay-off affecting an Apprentice, the Apprentice's commitment to the Company under LOU #1 is suspended until the Apprentice returns to work. Upon return to work, the Company will make reasonable efforts to assist the member to re-enroll in the program and will cover any additional administrative costs as a result of the disruption. When possible, attendance of two (2) training sessions within a period of one (1) year will be accommodated.



## **ARTICLE 12 – DISCIPLINE AND DISMISSALS**

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

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

12.03 Any verbal warning will be recorded in the employee's file and will be kept valid on file for a period of twelve (12) months excluding any extended Leaves of Absence at work, according to the date such notice was issued, provided that no other notice of the same nature has been entered in the file in the meanwhile; otherwise, the procedure provided in 12.03.01 will apply.

12.03.01 Any disciplinary measure will be recorded in the employee's personal record in the Human Resources Department and withdrawn after a period of twelve (12) months excluding any extended Leaves of Absence. Should other disciplinary measures of a related nature be filed in the employee's record within this period of twelve (12) months, all such related documents shall be retained for twelve (12) months following the most recent warning.

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

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

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

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

12.08 Any grievance filed as a result of discipline or dismissal shall be entered at Step Two (2) of the grievance procedure by the Shop Committee. The right to grieve shall be deemed to be waived if a grievance has not been presented within ten (10) working days after the event that gave rise to the grievance.

## ARTICLE 13 – LEAVES OF ABSENCE AND SICK LEAVE

### 13.01 Unpaid Leaves of Absence

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

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

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

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

13.01.04 If the Leave of Absence period is thirty (30) days or less, the employee's seniority will continue to accrue during this period. If the leave of absence is thirty-one (31) days or more, the employee concerned will retain their seniority but will not accrue seniority during this period except in the case of an Apprentice attending their annual training session. An Apprentice attending their annual training session of nine (9) weeks will continue to accrue seniority for the duration of this training.

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

## 13.02 Union Leaves of Absence

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

## 13.03 Illness Leaves

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

- a) Notify their Supervisor or Manager by phone as soon as possible on the first (1<sup>st</sup>) day of absence. If the employee does not speak directly to the Supervisor or Manager, they must leave a voice mail at the number called;
- b) Inform their Supervisor or Manager at the time of the initial call as to the date when they expect to return to work in order to allow the Company reasonable time to organize the work to be carried out. If at that time, the employee does not know when they will return to work, the employee must continue to update the Supervisor or Manager each working day until their return-to-work date is known.

13.03.02 On the third (3<sup>rd</sup>) day of absence from work, any employee who is absent due to illness or to a non-occupational accident must submit a medical certificate, as required by the medical service, and signed by a physician. The certificate must include at least the following information:

- Diagnosis;
- Date of the medical appointment;
- Follow-up and/or return-to-work date.

Fees incurred by the employee for completion of this form will be reimbursable.

13.03.03 When the employee has been informed that their absenteeism is frequent or excessive, a doctor's certificate may be requested for each absence. The Union will be advised in advance of any individual whose absenteeism has been deemed to be frequent and excessive.

13.04 Short-term disability, sick benefits and personal time off

### **SHORT-TERM DISABILITY AND SICK BENEFITS**

13.04.01 Any employee who has completed their probationary period is entitled to the Short-Term Disability (STD) plan offered by the Company.

13.04.02 When the employee's STD claim is accepted, a wage replacement equal to ninety percent (90%) of their regular weekly pay for the duration indicated as per the schedule of sick benefits outlined in articles 13.04.05 and 13.04.06 is paid to the employee by the Company, at regular pay periods. However, when an employee has used up their total sick benefits, they will only receive a wage replacement equal to seventy percent (70%) of their regular weekly pay.

13.04.03 The regular weekly pay reflects forty (40) times the hourly rate of the employee.

13.04.04 The wage replacement payments shall not exceed twenty-six (26) weeks.

13.04.05 Sick benefits relative to an illness extending from one calendar year into the next are wholly applicable against the calendar year in which the absence began as per the schedule specified in article 13.04.06. The employee is immediately granted their sick benefits for the following year in accordance with the schedule specified in article 13.04.06 once they are back to work and will be eligible to use them provided their absence is not related to a recurrent illness within six (6) months of the return to work.

13.04.06 Total sick benefits payable per calendar year because of disability due to illness or non-occupational accidents are payable to any employee enrolled in the group insurance plan. Such sick benefits are paid to an employee based on the following schedule in accordance with the length of their service:

<b>TOTAL SICK BENEFITS</b>	
<b>Years of service</b>	<b>Per calendar year</b>
6 months but less than 1 year	10 working days
1 year but less than 3 years	15 working days
3 years but less than 5 years	20 working days
5 years but less than 10 years	30 working days
10 years but less than 15 years	40 working days
15 years but less than 20 years	45 working days
20 years but less than 25 years	50 working days
25 years but less than 30 years	55 working days
30 years or more	60 working days

13.04.07 Employees are not paid sick benefits for the first two (2) working days of any absence due to illness.

#### **PERSONAL TIME OFF CREDITS**

13.04.08 The Company recognizes that employees may have personal and family obligations and may grant an employee a personal time off credit upon request. Immediate supervisors must approve personal time off credits. Any employee who is eligible to wage replacement benefit is entitled to paid personal time off credits as follows:

- a) Employees with more than six (6) months of seniority accumulate their personal time off in proportion to the time really worked during the reference year, i.e. from May 1<sup>st</sup> to April 30<sup>th</sup> of the following year. If the year ends any time during the week, then that week will be considered in the previous year. For more clarity:
  - For the 2022-2023 reference year, the year commenced on April 30<sup>th</sup>, 2022 and shall continue through to May 12<sup>th</sup>, 2023.
  - For the 2023-2024 reference year, the year shall commence on May 13<sup>th</sup>, 2023 and continue through to May 10<sup>th</sup>, 2024.
  - For the 2024-2025 reference year, the year shall commence on May 11<sup>th</sup>, 2024 and continue through to May 9<sup>th</sup>, 2025.
  - For the 2025-2026 reference year, the year shall commence on May 10<sup>th</sup>, 2025 and continue through to May 8<sup>th</sup>, 2026.
  - For the 2026-2027 reference year, the year shall commence on May 9<sup>th</sup>, 2026 and continue through to May 7<sup>th</sup>, 2027.

The employees with less than six (6) months of seniority are entitled, as of the end of said period, to ten (10) hours of paid personal time off per three (3) months really worked, retroactive to the beginning of the reference year. The maximum number of personal time off accumulated is equal to five (5) days.

b) The following is considered as time really worked in the reference year:

- All time worked during regular working hours.
- Bereavement leave.
- Jury duty and Crown witness.
- Vacation.
- Holidays.
- The first twenty-six (26) weeks of absence from work due to a verified illness or non-occupational accident and for which the employee is eligible to receive payments from the Company or any other governmental or similar source.
- Maternity or Paternity leave.
- Absences under article 13.02.
- Utilization of personal time off.
- Time bank.
- Workers Compensation Board (WCB): only during the reference period (May 1<sup>st</sup> to April 30<sup>th</sup>) when the working accident occurred.

c) Effective May 1<sup>st</sup> of each year of this Collective Agreement, the Company credits the paid personal time off bank for each active employee on that date. For employees who are not active on that date, the Company credits the paid personal time off bank upon their return to work.

d) An employee is paid for each absence of one (1) hour or more as provided for under article 13.04.08, up to the maximum number of days credited. This absence is paid at the employee's regular hourly rate at the time of the absence.

13.04.09 The regular daily pay is eight (8) times the employee's hourly rate at the date of the absence; a half day is half that amount. For employees working on a compressed work week schedule, the daily pay is ten (10) times the employee's hourly rate at the date of the absence.

13.04.10 When an employee receives or is eligible to receive any payment from one of the hereunder mentioned sources, the ability to utilize personal time off days does not apply and the paid personal time off credits are not deducted:

- Short-term disability plan.
- Long-term disability plan.
- Workers Compensation Board.
- Jury duty and Crown witness.
- Bereavement leave.
- Vacation.
- Holidays.
- Canada Pension Plan Disability.
- Benefits under the parental leave provided by the Government of Canada or any other Provincial jurisdiction.
- Any governmental or similar source to compensate work absence.

13.04.11 At the beginning of any new reference year, unused days of paid personal time off credits from the previous reference year are paid to active employees at one hundred percent (100%) of their regular daily pay at that date. This payment exonerates the Company of any obligation towards the employees with regard to those paid personal time off credits.

13.04.12 An employee's days of paid personal time off credits not used at the time of their lay-off are credited to them upon their recall to work as per article 11. An employee who was not recalled within a period of twelve (12) months will be paid for the personal time off credits not used at the time of their lay-off. An employee who refuses a recall or loses their recall rights is not entitled for payout of their personal time off credits.

#### 13.05 Maternity and Parental Leaves

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



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

13.05.03 Benefits will be paid for a maximum of seventeen (17) weeks. This period will include the waiting period required by the Employment Insurance Commission. If the waiting period is less than two (2) weeks, the benefits will be paid for a shorter period. For example, in the event that the Employment Insurance does not request a waiting period, the benefits will be paid for the first fifteen (15) weeks of the maternity leave.

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

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

13.06 The CAE Canadian Maternity Leave and Global Parental Leave policies apply when they are more advantageous than article 13.05, in accordance with the Canada Labour Code.

13.07 Other leaves of absence are described below:

Type of Leave	Notes	Paid	Not Paid
Birth/Adoption (father only)		2 days	3 days
Adoption of Spouse's Children		-	2 days
Marriage	Employee is married on a regular work day	1 day	-
	Family member is married on a regular work day <sup>(1)</sup>	-	1 day

Type of Leave	Notes	Paid	Not Paid
Bereavement Leave (day of the funeral must be included) <sup>(2)</sup>	Father, mother, spouse, children, brother, sister, stepparent, stepbrother, stepsister	5 days	5 days
	Grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild	3 days	7 days
	Uncle, aunt, nephew, niece	1 day	-
Termination of Pregnancy (20 <sup>th</sup> week on)	Woman – If more than three (3) months of continuous service	Maternity Leave	-
	Man	2 days	3 days
Family Obligations	Obligations related to the care and education of a minor child or the health of a family member <sup>(1)</sup> (including spouse)	-	10 days per year
Court Duties	Jury duty or witness – Payment of the difference between the employee’s regular pay (including premium) and any amount they may receive from the Court	Duration of duty	-
Military Obligations	Payment of the difference between the employee’s regular pay (including premium) and any amount they may receive from the Reserve	Duration of duty	-

<sup>(1)</sup> Family member: Child, father, mother, brother, sister, grandparent.

<sup>(2)</sup> Bereavement leave may be taken during the period beginning on the day of death and ending six (6) weeks after the latest of the days on which the funeral, burial or memorial service of the deceased person occurs. The leave of absence may be taken in one (1) or two (2) periods.

## **ARTICLE 14 – POSTING NOTICES**

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

## **ARTICLE 15 – POSTING OF VACANCIES**

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

## **ARTICLE 16 – FILLING VACANCIES**

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

16.02 Without prejudice to the rights reserved under article 3 of this Agreement, the Company shall take seniority within the Occupational Branch and for the Apprentice program into consideration when making promotions and, where essential qualifications are equal, seniority shall be the determining factor. The Company will provide to the Union the essential qualifications prior to the start of the interview process.

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

16.04 The Union's involvement in this process does not negate the rights to grieve granted under article 8.

## ARTICLE 17 – HOURS OF WORK

17.01 Unless otherwise agreed to, the normal working week can fall into one of the following shift patterns:

17.01.01 Rotating Shift – Forty (40) hours, five (5) consecutive days from Monday to Friday. Employees work one (1) week on a day shift and one (1) week on an evening shift in a repeating pattern. While on day shift, employees will work shifts of eight (8) hours with no scheduled breaks. While on evening shift, employees will work shifts of eight and one half (8 ½) hours with an unpaid meal break of a half (½) hour. Shift start and end times will vary based on the flying operation changes and/or operational requirements.

17.01.02 Straight Day Shift – Forty (40) hours, five (5) consecutive days from Monday to Friday. Employees work shifts of eight and one half (8 ½) hours with unpaid meal breaks of a half (½) hour. They will also receive two (2) coffee breaks of fifteen (15) minutes, unless assigned to a Svc/Snags crew. In this case, they will work shifts of eight (8) hours with no scheduled breaks. These coffee breaks will be taken at a regular interval as approved by the Supervisor.

17.01.03 Compressed Work Week – As defined in article 17.06

17.01.04 An employee may request, to their Supervisor, to leave their shift early. Such a request will be approved only if operational requirements permit, unless it is an emergency. If the employee is authorized to leave, they must inform their immediate Supervisor if the rest of the day is taken without pay, or using banked time, vacation or personal days off.

17.02 Meal breaks, when applicable, will be taken when the employer's operational requirements permit the employee's absence from their assigned duties. Whenever possible, meal breaks will be permitted during the fourth (4<sup>th</sup>) or fifth (5<sup>th</sup>) hour of the shift.

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

17.04 At times, temporary shift changes of short durations (no longer than three (3) months) will be required to meet changes in the flying program or operational requirements. The Company acknowledges that such changes are disruption to employees and will take reasonable efforts to minimize the use of temporary shifts. When a temporary shift change is required, the Company shall notify the Union and affected employees three (3) working days prior to the start of the shift with specific details including the working hours and the duration of the change. Should the Company fail to provide such notice, the shifts will only be worked on a voluntary basis.

17.05 If new permanent shift patterns are required, these will be subject to agreement between the Company and the Union Shop Committee. If parties are unable to reach agreement at this level, it shall be escalated to the Director, Maintenance and Engineering and the District General Chairperson. Neither parties will unreasonably withhold agreement.

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

17.06.01 The regular work week will be of forty (40) hours, four (4) days from Monday to Thursday or Tuesday to Friday. Each shift will be ten and one half (10 ½) hours with an unpaid lunch break of a half (½) hour.

17.06.02 Overtime rates will be paid for hours exceeding ten and one half (10 ½) hours in a single day or any hours worked outside of the employee's regularly scheduled shift.

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

<b>Vacation or P.T.O. Time Used</b>	<b>Vacation or P.T.O. Time Deducted</b>
1 day = 10 hours	1.25 days = 10 hours
2 days = 20 hours	2.50 days = 20 hours
3 days = 30 hours	3.75 days = 30 hours
4 days = 40 hours	5.00 days = 40 hours

#### 17.06.04. Statutory holidays

17.06.04.01 When a statutory holiday falls on a day that the employee is scheduled to work, the employee will take advantage of the statutory holiday, working only three (3) days, and will be paid for a work week of forty (40) hours; and

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

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

#### 17.07 Weekend Recovery Window

17.07.01 When employees are required to work on a Sunday or Monday Statutory Holiday to support aircraft recoveries, the Company will determine the duration of the coverage and the number and qualifications of employees required to support this activity. Work will be offered as overtime to eligible employees and allocated in accordance with article 18. Hours worked will be compensated in accordance with article 18.04.

17.07.02 If there are insufficient volunteers to support the weekend recovery, the Company will schedule the requisite number of employees to support this activity using the procedure developed in LOU #8. The working hours scheduled for the Sunday/Statutory Monday will



be deducted from one of the working days during that week to maintain a total of forty (40) hours worked. Any hours worked on the Sunday/Statutory Monday under this altered shift will be compensated at the employee's regular rate of pay with an additional premium of ten dollars (\$10) for each full hour worked. Each employee can be scheduled to work a maximum of three (3) such shifts in each calendar year. If a scheduled shift is cancelled, this cancelled shift will still count as one of the three (3) scheduled shifts.

17.08 An employee on evening shift scheduled for daytime training may request an adjustment to their shift start and end time prior to their scheduled training to allow an early departure. Such requests will be accommodated when operational requirements permit.

## **ARTICLE 18 – OVERTIME**

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

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

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

18.04 Overtime Hours – Employees working on a Sunday or Statutory Holiday Monday will be paid at a rate of double (2). All other hours worked outside of the employee's regular hours will be paid at a rate of time and a half (1 ½). Employees reporting for work on a Saturday, Sunday or Statutory Holiday will be paid a minimum of three (3) hours at the applicable overtime rate unless they exceed the calculation.

18.05 An employee responding to a phone call from work outside of their normal work hours will be paid time and a half (1 ½) for hours spent on the phone or resolving the issue only if the total time exceeds fifteen (15) minutes.

## **ARTICLE 19 – PAYMENT OF WAGES**

19.01 Payment of an employee's wages will be made by direct deposit on a bi-weekly basis on Thursday. A statement of total earnings and all deductions for the pay period shall be provided to each employee electronically through the payroll service provider. If special circumstances warrant, on an exceptional basis, requests can be made through the Human Resources office to have a printed copy provided to the employee.

## ARTICLE 20 – SPECIAL ALLOWANCES

20.01 Call-In Pay - An employee who is called back to work by the Company after having completed their regular shift or any part thereof or an employee who is called into work, goes home and then has to return for their regular shift that day will be paid an amount equivalent to no less than four (4) hours at their regular rate or the prevailing overtime rate for all hours worked, whichever is greater except when:

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

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

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

20.03 Night Shift Premium – Any employee working after 2300 hours will receive a premium of one dollar (\$1.00) per hour worked after that time.

### 20.04 Aircraft Release Authority (ARA) Premium

20.04.01 Due to the added responsibilities of the ARA and the requirement for the ARA Desk Controller to fill in for the Team Lead during short absences, there will be a premium of two dollars (\$2.00) per hour for performing this function. This ARA Desk controller premium will be paid for the duration of both day and evening shifts and will include associated preparation and recovery time.

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

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

20.05 Instructor Premium – A premium of two dollars (\$2.00) per hour will be paid to an employee performing classroom instruction and for preparation activities directly in support of this classroom activity. The Company will determine the time required for instruction and preparation activities.

20.06 HazMat Premium – A premium of two dollars (\$2.00) per hour will be paid to a qualified employee performing duties related to the management of hazardous materials including storage, disposal and reporting in accordance with applicable regulations.

20.07 Payment of Premiums – With the exception of the Ground Search Team premium, all premiums will be paid within three (3) months.

20.08 Travel Allowances – Travel and Lodging will be reimbursed based on the CAE Travel Policy and a per diem will be provided as per the meal allowance table.

20.09 Clothing Allowance – All Union members will be entitled to a credit at a local clothing and safety equipment vendor to spend on personal clothing and safety equipment in accordance with the AFMO Clothing Policy. Logistics personnel and Technical Specialists will be entitled to a credit of two hundred and fifty dollars (\$250.00) per year (one hundred and twenty-five dollars (\$125.00) semi-annually). Logistics personnel performing HazMat functions will receive an additional one hundred and eighty dollars (\$180.00) annually. All other Union members will be entitled to a credit of five hundred dollars (\$500.00) per year (one hundred and twenty-five dollars (\$125.00) quarterly).

20.10 Prescription Safety Glasses – Prescription safety glasses will be supplied to employees prescribed with corrective lenses on the basis of one (1) pair every two (2) years, referring to the date when the employee received their last pair. Purchase of glasses must be pre-approved through the Human Resources Department and obtained through the supplier arrangement established by the Company.

20.11 HazMat Medical: At no cost to the employee, medical examinations will be available to employees working in areas where they might be exposed to toxic materials in accordance with the provisions of the Canada Labour Code.

20.12 In the management of an employee's file, medical or otherwise, when a Paid Absence Claim Form or other Supplementary Medical Information or forms are specifically requested by the Company, the individual will be reimbursed.

20.13 If the Company requires the employee to have an eye test in the performance of their regular duties, the Company will reimburse the employee for the cost of this exam. The employee will make reasonable efforts to coordinate this exam through the benefits plan.

## **ARTICLE 21 – GROUP INSURANCE**

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

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

21.03 Current post-retirement life insurance and lump sum payment for future retirees will be grand-fathered and applicable only for active employees at the date of ratification.

21.04 For the duration of the Collective Agreement, the Company will maintain the CAE Select credits of \$4,015.00 + 0.810% of annual base salary + \$25.00 for non-smoking + \$25.00 for regularly exercising if the employee qualifies.

If the Company offers its non-unionized employees a higher total amount of CAE Select credits during the present Collective Agreement, the new total amount will be applied. Current post-retirement life insurance and lump sum payment for future retirees will be grand-fathered and applicable only for active employees at the date of ratification.

21.05 The Company will provide the service provider summary reports every year on the CAE Inc. insurance experience and cost premiums.

**NOTE:** For current detailed plan information, including premiums and coverage, refer to CAE Select or contact the CAE contracted service provider.

## ARTICLE 22 – HOLIDAYS

22.01 Every seniority employee shall be paid for one (1) standard shift at straight time for each of the following statutory holidays and for the Christmas shutdown period as detailed in 22.04:

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

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

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

22.04 The Christmas shutdown period shall be December 24 to January 2 inclusively.



## ARTICLE 23 – VACATION

23.01 The vacation entitlement (accrual) year is to be considered as the period of twelve (12) months immediately preceding the vacation year, i.e., May 1<sup>st</sup> through April 30<sup>th</sup>.

23.02 The vacation year is to be considered as the period when employees take their vacation as earned in the preceding period of twelve (12) months (entitlement accrual year). The vacation year shall commence on May 1<sup>st</sup> in any calendar year (unless otherwise specified below) and continue through to April 30<sup>th</sup> of the following calendar year (unless otherwise specified below). If the year ends any time during the week, then that week will be considered in the previous year. For more clarity:

- For the 2022-2023 reference year, the vacation year commenced on April 30<sup>th</sup>, 2022 and shall continue through to May 12<sup>th</sup>, 2023.
- For the 2023-2024 reference year, the vacation year shall commence on May 13<sup>th</sup>, 2023 and continue through to May 10<sup>th</sup>, 2024.
- For the 2024-2025 reference year, the vacation year shall commence on May 11<sup>th</sup>, 2024 and continue through to May 9<sup>th</sup>, 2025.
- For the 2025-2026 reference year, the vacation year shall commence on May 10<sup>th</sup>, 2025 and continue through to May 8<sup>th</sup>, 2026.
- For the 2026-2027 reference year, the vacation year shall commence on May 9<sup>th</sup>, 2026 and continue through to May 7<sup>th</sup>, 2027.

### 23.03 Vacation Schedule

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

23.03.02 The Company reserves the right to limit the number of employees on vacation at the same time. In cases where it is necessary to allocate the vacation period of any employee in order to maintain the work schedule or there is a conflict with one or more employees desiring the same date, seniority will be the governing factor. Vacation plans submitted later than April 30<sup>th</sup> will nonetheless be considered on a first-come first-served basis.

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

23.03.04 After three (3) months of continuous employment, employees will be eligible to use up to three (3) days of vacation during their first (1<sup>st</sup>) year of employment. Vacation days taken during the first (1<sup>st</sup>) year will be deducted from the yearly allocation of the following reference year.

#### 23.04 Length of Vacation

23.04.01 Upon joining CAE, new hires will be granted one (1) vacation day for each completed month of service effective from the first (1<sup>st</sup>) month following the month of hiring date to the following April 30<sup>th</sup> (maximum accumulation of eleven (11) days).

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

<b>Service as of May 1<sup>st</sup></b>	<b>Vacation</b>	<b>% of earnings</b>
1 year but less than 9 years	3 weeks	6%
9 years but less than 17 years	4 weeks	8%
17 years but less than 25 years	5 weeks	10%
25 years and more	6 weeks	12%

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

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

23.07 Vacation pay is not granted in lieu of vacation. Furthermore, vacation may not be accumulated and is taken during the vacation year, as per article 23.02, and during allotted times approved by the Company, as per article 23.03.

Nevertheless, for the fourth (4<sup>th</sup>), fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) weeks of vacation, vacation pay may be granted in lieu of vacation if there is mutual consent between the employee and the employer. If vacation pay is granted in lieu of vacation, it will be paid on the pay following the last payroll cycle of the reference year.

For the fourth (4<sup>th</sup>), fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) weeks of vacation, up to five (5) days may nevertheless be carried over to the following year, contingent upon submission of a plan to use the days in the subsequent reference year.

## **ARTICLE 24 – OCCUPATIONAL CLASSIFICATIONS**

24.01 Every employee will be classified under one (1) of the following Occupational Classifications in one (1) of three (3) Occupational Branches as follows. Within each Occupational Branch, the Occupational Classifications are listed from lowest to highest Classification Level:

- a) Aircraft Maintenance Branch
  - 1. Servicing Technician
  - 2. Aircraft Technician
  - 3. Technical Specialist
  - 4. Team Lead
- b) Logistics Branch
  - 1. Forward Stores
  - 2. Forward Stores Team Lead
  - 3. Warehouse/Shipping & Receiving
  - 4. Warehouse/Shipping & Receiving Team Lead
- c) Equipment Maintenance Branch
  - 1. Ground Support Equipment Technician

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

24.03 If the employee disagrees with the Supervisor's reply, the employee may, within five (5) working days of receipt of the reply, state their grievance in writing and proceed with the Grievance Procedure beginning at Step Two (2).

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

## **ARTICLE 25 – REVISIONS AND NEW OCCUPATIONAL CLASSIFICATIONS**

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

## **ARTICLE 26 – RATES OF PAY**

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

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

26.03 An employee transferring to a higher Occupational Classification will maintain their rate of pay at the time of transfer until such time as the rate of pay in the new classification bypasses their rate of pay.

26.04 The Company may, at its own discretion, credit a candidate's experience to establish their hiring rate of pay. If the candidate is hired at a higher rate of pay than the start level, they will maintain their rate of pay at the time of hiring until such time as the rate of pay in the classification bypasses their rate of pay. The Company will notify the Union of its intent and the reasons to pay the higher rate of pay.

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

## **ARTICLE 27 – RENEWAL, AMENDMENT AND TERMINATION**

27.01 This Collective Agreement will be in effect upon ratification from July 2, 2022 and shall remain in effect until June 30, 2027. Negotiations for the renewal of this Collective Agreement shall be scheduled in accordance with the Canada Labour Code, section 49 (1).

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

27.03 District Lodge 140 and the Company reserve the right to amend and supplement this agreement, by mutual agreement, at any time during the life of this Agreement. This will be done by utilizing a Memorandum of Agreement, which must be approved by the majority of the Union and Management bargaining committees.

## **ARTICLE 28 – EFFECTIVE DATES AND WAGE INCREASES**

28.01 All practices detailed in this Collective Agreement shall be effective on the ratification date of this Agreement with the exception of the Wage Table in Appendix B which is five percent (5.00%) retroactive to July 2, 2022.

28.02 The subsequent increases to the Appendix B Wage Table are effective as follows:

July 1 <sup>st</sup> , 2023 to June 30 <sup>th</sup> , 2024	Three percent (3.00%)
July 1 <sup>st</sup> , 2024 to June 30 <sup>th</sup> , 2025	Three percent (3.00%)
July 1 <sup>st</sup> , 2025 to June 30 <sup>th</sup> , 2026	Two point fifty percent (2.50%)
July 1 <sup>st</sup> , 2026 to June 30 <sup>th</sup> , 2027	Two point fifty percent (2.50%)

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



## **ARTICLE 29 – LETTERS OF UNDERSTANDING**

- a) Letter of Understanding 1 – Coverage of Apprentice Program Costs
- b) Letter of Understanding 2 – Ground Search Team Agreement
- c) Letter of Understanding 3 – Weekend Flying Cancellation
- d) Letter of Understanding 4 – Logistics Vacation Entitlements
- e) Letter of Understanding 5 – Deployments
- f) Letter of Understanding 6 – Ground Search Team Meals
- g) Letter of Understanding 8 – Weekend Recovery Window
- h) Letter of Understanding 9 – Casual and Student Workforce
- i) Letter of Understanding 12 – Options to cover the first two (2) days of sickness
- j) Letter of Understanding 13 – Multi-Aircraft Training (Harvard and Hawk Fleets)
- k) Letter of Understanding 14 – New model of operation post Hawk Fleet
- l) Letter of Understanding 15 – Temporary location assignment
- m) Letter of Understanding 16 – Special Completion Incentive Program to ensure successful cessation of Hawk aircraft fleet operations

## **ARTICLE 30 – CONTRACTING OUT**

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

30.02 The Company shall meet with the Union to discuss any work to be subcontracted to assess if it could be performed by sufficient numbers of available and qualified employees of the bargaining unit.

## **ARTICLE 31 – TEMPORARY ASSIGNMENTS**

31.01 Employees temporarily assigned to a position with a higher rate of pay shall receive that higher rate of pay if the duration of this employment is four (4) consecutive hours or longer. An employee in such a temporary assignment will not accrue seniority in that position but will continue to accrue seniority in their regular classification.

31.01.01 When the Company determines it is necessary to have an employee assume the responsibility of Team Lead outside of the regular working hours, the individual will be paid the Team Lead rate of pay for the entire duration of the shift, even if it is less than four (4) hours. If the Union disagrees with the Company's determination, the Union retains the right to grieve under article 8.

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

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

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

31.05 Temporary Assignment Pay will be paid on a biweekly basis, every pay period. Payment will be requested by the employee through Workforce.

## **ARTICLE 32 – ELEMENTARY TASKS**

32.01 The Company will consult the Union prior to implementing any changes to the Elementary Task List.

## **ARTICLE 33 – TIME BANK**

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

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

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

## **ARTICLE 34 – INTERPRETATION**

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

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

## **ARTICLE 35 – BENEFITS PROCESS AND INFORMATION**

35.01 The Company agrees to offer all unionized employees complete documentation and support related to benefits and pension including:

- Phone number for the one-stop shop.
- Checklist of documentation needed to request retirement.
- Process and key dates to perform the request.
- Oversight of retirement process by the local Human Resources representative.
- Human Resources contact person to support bereaved family in the claim process (life insurance).

That documentation will be presented to employees by the local Human Resources representative.

**APPROVAL**

Dated at Moose Jaw, Saskatchewan, this  1  day of  November  (month) 2022.

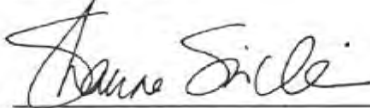
**For the International Association of  
Machinists and Aerospace Workers:**



Kevin Timms



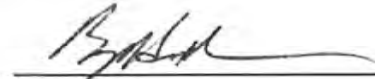
Mike Seman



Shauna Sinclair



Rich Kotowicz



Byron Hudson

**For CAE Military Aviation Training:**



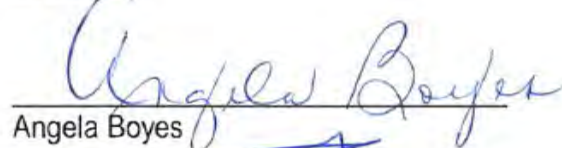
Alexandre Benoit



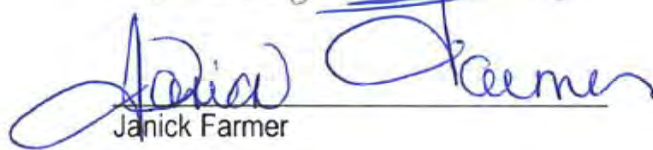
Scott Greenough



Laura Hart



Angela Boyes



Janick Farmer



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

<b>Occupational Branch</b>	<b>Occupational Classification</b>	<b>Fleet</b>	<b>Trade</b>
Aircraft Maintenance Branch	Team Lead	Harvard Hawk	
	Aircraft Technician	Harvard	AVN AVS ACS SST
		Hawk	AVN AVS ACS SST
	Servicing Technician	Harvard Hawk	
	Technical Specialist		AVN AVS ACS SST
Equipment Maintenance Branch	GSE Technician		
Logistics Branch	Forward Stores Team Lead		
	Forward Stores		
	Warehouse/Shipping & Receiving Team Lead		
	Warehouse/Shipping & Receiving		

## APPENDIX B – WAGE TABLES

Annual negotiated increase, effective date, and new hourly wage					
	5.00%	3.00%	3.00%	2.50%	2.50%
	July 2, 2022	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
<b>AIRCRAFT MAINTENANCE BRANCH</b>					
<b>Team Lead</b>					
Start	\$44.01	\$45.33	\$46.69	\$47.86	\$49.06
<b>Technical Specialist</b>					
Start	\$40.09	\$41.29	\$42.53	\$43.59	\$44.68
12 Months	\$40.82	\$42.04	\$43.30	\$44.38	\$45.49
24 Months	\$41.55	\$42.80	\$44.08	\$45.18	\$46.31
36 Months	\$43.02	\$44.31	\$45.64	\$46.78	\$47.95
<b>Aircraft Technician</b>					
Start	\$36.75	\$37.85	\$38.99	\$39.96	\$40.96
12 Months and 20% logbook completed	\$38.23	\$39.38	\$40.56	\$41.57	\$42.61
24 Months and 35% logbook completed	\$38.98	\$40.15	\$41.35	\$42.38	\$43.44
36 Months and 50% logbook completed	\$39.72	\$40.91	\$42.14	\$43.19	\$44.27
48 Months and 70% logbook completed	\$40.43	\$41.64	\$42.89	\$43.96	\$45.06
<b>Apprentice</b>					
Start	\$23.70	\$24.41	\$25.14	\$25.77	\$26.41
12 Months	\$27.42	\$28.24	\$29.09	\$29.82	\$30.57
24 Months	\$30.94	\$31.87	\$32.83	\$33.65	\$34.49
36 Months	\$35.65	\$36.72	\$37.82	\$38.77	\$39.74
48 Months	\$36.75	\$37.85	\$38.99	\$39.96	\$40.96
<b>Servicing Technician</b>					
Start	\$22.60	\$23.28	\$23.98	\$24.58	\$25.19
12 Months	\$23.34	\$24.04	\$24.76	\$25.38	\$26.01
24 Months	\$24.07	\$24.79	\$25.53	\$26.17	\$26.82
36 Months	\$24.82	\$25.56	\$26.33	\$26.99	\$27.66
<b>EQUIPMENT MAINTENANCE BRANCH</b>					
<b>GSE Technician</b>					
Start	\$32.97	\$33.96	\$34.98	\$35.85	\$36.75
12 Months	\$34.46	\$35.49	\$36.55	\$37.46	\$38.40
24 Months	\$35.58	\$36.65	\$37.75	\$38.69	\$39.66
36 Months	\$37.41	\$38.53	\$39.69	\$40.68	\$41.70
<b>LOGISTICS BRANCH</b>					
<b>Forward Stores Technician</b>					
Start	\$25.55	\$26.32	\$27.11	\$27.79	\$28.48
12 Months	\$26.93	\$27.74	\$28.57	\$29.28	\$30.01
<b>Team Lead Forward Stores</b>					
Start	\$29.68	\$30.57	\$31.49	\$32.28	\$33.09
<b>Warehouse / Shipping &amp; Receiving</b>					
Start	\$26.93	\$27.74	\$28.57	\$29.28	\$30.01
12 Months	\$28.33	\$29.18	\$30.06	\$30.81	\$31.58
24 Months	\$28.99	\$29.86	\$30.76	\$31.53	\$32.32
<b>Team Lead Warehouse / Shipping &amp; Receiving</b>					
Start	\$31.76	\$32.71	\$33.69	\$34.53	\$35.39

**NOTE:** Three (3) months prior to the planned progression, if the employee has not yet completed their logbook and wants to progress to the next level, their training will be prioritized. If the Company cannot provide the training opportunity for this progression, the employee will advance to the next pay level and the Company will provide training at the next earliest opportunity.

Aircraft Technicians and Team Leads with more than forty-eight (48) months of experience and a logbook completed at eighty percent (80%) will receive a premium of one dollar (\$1.00) per hour. An employee with a logbook that falls below eighty percent (80%) for a period of three (3) months will no longer be eligible for the premium.

Current Aircraft Technicians will be grandfathered in their current salary scale even if their logbook completion is not at the required level.

The Harvard logbook will be revised in consultation with the Senior Maintenance Manager, the Technical Training Coordinator and the Harvard Team Leads within six (6) months of the ratification of this Collective Agreement. This revision will reflect the realities of the business and make it easier for technicians to obtain qualifications for common tasks.

## APPENDIX C – JOB DESCRIPTIONS

**Position:** Servicing Technician

**Position Overview:** The Servicing Technician is responsible for servicing duties.

### **Primary Responsibilities:**

Aircraft Technical:

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

**Position: Apprentice Aircraft Technician**

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

**Primary Responsibilities:**

Aircraft Technical:

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

**Position: Aircraft Technician**

**Position Overview:** The Aircraft Technician is responsible for conducting all servicing and maintenance tasks.

**Primary Responsibilities:**

Aircraft Technical:

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

In some cases:

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

**Position: Ground Support Equipment Technician**

**Position Overview:** The GSE Technician will carry out maintenance on GSE, GST, and Logistics Equipment.

**Primary Responsibilities:**

Technical:

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

**Position: Technical Specialist**

**Position Overview:** Responsible for technical support within their technical discipline (AVN, Power Plant, Aviation Life Support Equipment, Avionics/Electrical, Structures). Subject to satisfying prerequisites, they may be assigned authority as a Design Technologist (DT).

**Primary Responsibilities:**

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



depth of technical airworthiness authority assigned to the ATO;

- Ensure compliance to all applicable policies and procedures including Engineering Control Manual (ECM), Area Procedures Manual (APM) and Maintenance Process Manual (MPM).

The CAE Global Remote Work Policy applies to Technical Specialists.

**Position: Team Lead**

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

**Primary Responsibilities:**

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

**Position: Forward Stores Technician**

**Primary Responsibilities:**

The Forward Stores Technician's primary responsibilities include:

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

Logistics' general responsibilities include the following:

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

**Position: Warehouse Technician**

**Primary Responsibilities:**

The Warehouse Technician's primary responsibilities include:

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

Logistics' general responsibilities include the following:

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

**Position: Shipping and Receiving Technician**

**Primary Responsibilities:**

The Shipping and Receiving Technician's primary responsibilities include the following:

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

Logistics' general responsibilities include the following:

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

**Position: Cold Lake Forward Stores Technician**

**Primary Responsibilities:**

The Cold Lake Stores Technician's primary responsibilities include the following:

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

Logistics' general responsibilities include the following:

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

**Position: Logistics Team Lead**

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

**Primary Responsibilities:**

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

Logistics' general responsibilities include the following:

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

## **LETTER OF UNDERSTANDING #1 – COVERAGE OF APPRENTICE PROGRAM COSTS**

As per the agreed Aircraft Technician Apprentice Program, NFTC Apprentices will attend training at Stevenson Aviation consisting of one (1) session of nine (9) weeks each year for four (4) consecutive years.

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

- a. Cost of textbooks;
- b. Travel expenses for one (1) round trip from the college (training center) to the Apprentice's place of residence during the training;
- c. Costs for lodging up to one hundred twenty-five dollars (\$125.00) per week for each session of nine (9) weeks. If the training location changes in the future, the Company agrees to renegotiate based on the housing situation at the new location.

In exchange for this wage supplement and expense reimbursement, each Apprentice agrees to continue to work for the Company for a period of two (2) years following completion of the Apprentice Program. If an Apprentice chooses to leave prior to completion of this employment period of two (2) years, they will reimburse the Company all money paid to them as part of this program on a pro-rated basis, taking into consideration any time worked, including but not limited to deduction of any monies owing as a result of their departure from their final pay cheque.

Should an Apprentice be unsuccessful in completing the Apprentice Program, either through academic failure at Stevenson Aviation or through a decision of the Apprentice Board, they agree to continue to work for the Company as a Servicing Technician for one (1) year for each year of the Apprenticeship funded by the Company. If the employee chooses to leave prior to the end of this employment period, they will reimburse the Company all money paid to them as part of the program on a pro-rated basis, taking into consideration any time worked, including but not limited to deduction of any monies owing as a result of their departure from their final pay cheque.



Prior to hiring external Apprentices, the Company will meet the Shop Committee to discuss the process and ensure that no member has been missed.

## **LETTER OF UNDERSTANDING #2 – GROUND SEARCH TEAM**

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

The GS Team will comply with the practices set by the Emergency Response Institute, as adapted in the Province of Saskatchewan Search and Rescue and the Saskatchewan Association of Volunteers (or SAR/SAV) standards. A minimum of two (2) team members will be qualified as Emergency Response Institution Trainers (ERI).

This team will be capable of:

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

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

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

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

**Response Time** – CAE will provide a GS Response Team of four (4) persons to all one-bell emergency situations within the following response times:

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

A GST member on standby will be compensated at a rate of one (1) hour for every hour of standby to a maximum of three (3) hours per period of eight (8) hours.

A GST member will be compensated for the use of their own cell phone (in lieu of a Company phone) at a rate of thirty-eight dollars (\$38.00) per month, to be paid to the member monthly.

In all situations, a second (2<sup>nd</sup>) follow-on team consisting of four (4) members will also be deployed as soon as possible.

**Security** – The security measures that the CAE GS Team shall provide include:

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

## Staffing and Training

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

Team Leads will be selected by the GS Team and, once elected, remain in their position for a period of two (2) years.

Team Members will be selected through an interview process involving the Company with input from the GS Team. The Company will provide to the Union the essential qualifications prior to the start of the interview process. Whenever possible, twelve (12) of the team members should originate from one (1) of the two (2) shifts with an even distribution between shifts.

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

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

Month	Type
January	Joint
February	Joint
March	Separate
April / May *	Joint
May	Exercise
June	Separate
July	None
August	None
September	Exercise
October	Joint
November	Separate
December / January **	Joint

\* To be conducted on Easter Monday.

\*\* To be conducted in DND No-fly period.

## **Job Responsibilities**

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

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

**Ground Search Team Leads** – The GS Team Leads are responsible to the Company-appointed GS Supervisor in the conduct of their GS duties. The GS Team Leads are responsible for:

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

## GS Premium

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GS Team Members will receive a monthly premium, in addition to their basic pay, to compensate them for the additional responsibility associated with being a member of the GS Team. No premium will be paid while a GS Member is on disability and/or unpaid leave.

These premiums will be as follows:

Type	Monthly Premium July 2, 2022 - June 30, 2023	Monthly Premium July 1, 2023 - June 30, 2024	Monthly Premium July 1, 2024 - June 30, 2025	Monthly Premium July 1, 2025 - June 30, 2026	Monthly Premium July 1, 2026 - June 30, 2027
Basic Member	\$369.83	\$380.92	\$392.35	\$402.16	\$412.21
5-Year Member	\$426.73	\$439.53	\$452.72	\$464.04	\$475.64
Team Lead Member	\$455.19	\$468.85	\$482.92	\$494.99	\$507.36
Team Lead & 5-Year Member	\$512.06	\$527.42	\$543.24	\$556.82	\$570.74

**NOTE:** GST Premiums will increase annually at the same rate as the negotiated wage increase.

Employees earning less than twenty dollars (\$20.00) per hour will be entitled to an additional premium equal to the difference between their current rate of pay and the apprentice salary of twelve (12) months. This additional hourly premium will be paid when these employees:

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

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

Premiums will be paid on a monthly basis.

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

### **Ground Search Clothing Allowance**

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Each GST member will receive a Clothing Upkeep Allowance of one hundred and twenty-five dollars (\$125.00) annually to replace items from the initial GST issue as well as to supplement this initial issue with additional items required for the performance of GST duties. This upkeep will be in the form of a credit at Mark's Work Wearhouse and will be deposited into their personal account on February 1<sup>st</sup> of each year. Any member joining the team within two (2) months of this deposit being made will be ineligible for this annual allowance for that year.

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

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

All items with the exception of footwear must be returned to the Company upon a member's departure from the team and the Company will assess whether the condition of the equipment is such that it can be reissued for use to another member. Along with the initial issue, each member will receive a credit at Mark's Work Wearhouse of one hundred and twenty-five (\$125.00) to supplement this issue. The initial issue list is as follows:

<b>Initial Issue</b>	
<b>Qty</b>	<b>Item</b>
1	Summer Jacket
1	Rain Jacket
1 pair	Rain Pants
1 pair	CSA Approved Waterproof Safety Boots
1 pair	CSA Approved – 100 Winter Boot
2 pairs	Coveralls
1 pair	Winter Gloves/Mitts

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

<b>Additional Items</b>	
<b>Qty</b>	<b>Item</b>
1	High Visibility Orange Parka
1	High Visibility Orange Winter Overalls
1	Knapsack
1	Survival Vest
1	Sleeping Bag (Winter)
1	Sleeping Bag (Light Weight)

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



## **LETTER OF UNDERSTANDING #3 – WEEKEND FLYING CANCELLATION**

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

Reasonable planning includes:

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

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

Inside of the notice period of twenty-four (24) hours, if the flying schedule is changed instead of cancelled as a result of an Act of God, anyone scheduled to work during that flying period will only do so on a voluntary basis.

## **LETTER OF UNDERSTANDING #4 – LOGISTICS' VACATION ENTITLEMENTS**

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

## **LETTER OF UNDERSTANDING #5 – DEPLOYMENTS**

The Company may receive additional requests from its customer to support deployment of aircraft to locations other than Moose Jaw and/or Cold Lake. This LOU establishes agreement between the Company and the Union to enable additional customer requests for Deployed operations.

The applicable working dates of assignments are based on formal requests from the customer.

Once these requests are received by the Company, they will sit with the applicable Shop Committee (Chief Shop Steward) and discuss the deployment prior to canvassing the membership.

Employee's shifts will be based on the duration of the deployment and the nature of the customer's request. Overtime or the use of a Modified Work Agreement averaged over the applicable number of pay weeks will be determined by the Company based on the details of the customer's request.

Hours of work will include all travel time including three (3) hours prior to the departure of the flight, a minimum of one (1) hour after arrival at the airport and the flying time. Should there be delays in the flight or a cancellation, all time spent at the airport will be considered as time worked.

Should the Company advise the employees that they need to be on call, this will be considered as on-call pay as per article 20.02.

Travel allowances – Travel and lodging will be reimbursed based on the CAE Travel Policy and a per diem will be provided as per the meal allowance table.

A lump-sum completion bonus of eight hundred fifty dollars (\$850.00) based on a minimum duration of two (2) weeks per employee will be payable upon the completion of the full assignment. For a deployment of more than two (2) weeks, the lump sum completion bonus of eight hundred fifty dollars (\$850.00) will be increased by sixty dollars (\$60.00) per day up to a maximum completion bonus of one thousand dollars (\$1,000.00).

A representative from management will be on site to act as liaison between the customer and the employees in support of the operation.

## **LETTER OF UNDERSTANDING #6 – GROUND SEARCH TEAM MEALS**

LOU #2 – Ground Search Team states “The Company will continue with existing practices regarding provision of meals to the GST members”. This letter further details the “current practices”.

When Ground Search Team members are scheduled to work overtime after their regular scheduled shift for the purpose of GST stand-by in support of the flying program, they are entitled to supper at the Combined Mess which will be charged directly to the Company.

GST members attending a full day of on-site GST training are entitled to lunch at the Combined Mess which will be charged directly to the Company.

For members attending off-site GST training, meals will be provided for the duration of the training. This includes lunch for single-day trainings or all meals for the semi-annual overnight training exercises.

Provision of any additional snacks, coffee, or drinks for on-site training will be in accordance with current Company practices.

## **LETTER OF UNDERSTANDING #8 – WEEKEND RECOVERY WINDOW**

The Company and Union will work collaboratively to develop a process for assuring Weekend Recovery coverage through a combination of voluntary overtime and scheduled Sunday shifts as described in article 17.

## **LETTER OF UNDERSTANDING #9 – CASUAL AND STUDENT WORKFORCE**

Casual employees and students can be hired to augment the regular workforce when required. The parties will discuss and agree to the terms and conditions and the applicable articles of the Collective Agreement that will be applied to casual employees and students prior to extending any offers.

## **LETTER OF UNDERSTANDING #12 – OPTIONS TO COVER THE FIRST TWO (2) DAYS OF SICKNESS**

WHEREAS the parties agreed to clarify the options to cover the first two (2) days of sickness.

WHEREAS the parties wish to preserve amicable relations.

CONSEQUENTLY, THE PARTIES AGREE TO THE FOLLOWING:

1. The preamble forms an integral part of this settlement agreement.
2. When an employee is sick for two (2) working days or less (Illness without requesting Short-Term Disability):
  - a. The employee may request approval from their Group Leader or Manager to have any of the three (3) options below apply to cover the period of sickness:
    - i. Personal Time Off (article 13.04.08);
    - ii. Vacation days (article 23.03);
    - iii. Bank Time days (article 33.02).
3. When an employee is sick for three (3) days or more and requests Short-Term Disability:
  - a. There are no paid sick benefits for the first two (2) working days of any absence due to illness (see article 13.04.07). However, the employee may request approval from their Group Leader or Manager to have any of the three (3) options below apply to cover the STD elimination period:
    - i. Personal Time Off (article 13.04.08);
    - ii. Vacation days (article 23.03);
    - iii. Bank Time days (article 33.02).
4. On the third (3<sup>rd</sup>) day of absence from work, an employee who is absent due to illness must submit a medical certificate (see article 13.03.02).
5. If the first two (2) days of illness are coded initially as vacation in the payroll system, they will be revised to two (2) days of illness. However, an employee may request approval from their Group Leader or Manager to get one of the three (3) options mentioned in paragraph 3a. apply to the days of illness. An employee must elect within seven (7) days.

## **LETTER OF UNDERSTANDING #13 – MULTI-AIRCRAFT TRAINING (HARVARD AND HAWK FLEETS)**

The Company may cross-train employees on more than one aircraft type (e.g. Hawk or Harvard). Once an employee is qualified on both aircraft types, they may be utilized to work on either aircraft for the duration of their shift to temporarily cover operational needs.

Members may elect to receive training at their discretion. The selection will be based on seniority, Occupational Classification and Trade.

In the event there are insufficient volunteers to cover operational needs, employees of the Occupational Classification and Trade concerned shall be trained and assigned in reverse order of seniority.

Once qualified, an employee will not hold seniority in more than one fleet. If an employee is qualified and a vacancy becomes available in another fleet, priority will be given to the qualified employee who applies.

**NOTE:** Cold Lake employees will not be disadvantaged on multi-aircraft training based on seniority, Occupational Classification and Trade.



## **LETTER OF UNDERSTANDING #14 – NEW MODEL OF OPERATION POST HAWK FLEET**

The Hawk Fleet will be retired from CMAT operations in the coming years. CMAT must ensure sustainability and a high level of efficiency. In the event of a new contract/program involving new aircraft types in addition to the Harvard, the parties agree to the following terms:

- Employees assigned to the Harvard Fleet will be offered training on the new aircraft types and will be assigned to different aircraft types in respect to their qualifications and Trade.
- When the phase out of the Hawk Fleet is completed, articles 10.03, 11.01.01, 11.02.02, 11.05.01 and Appendix A will be replaced by the following:

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

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

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

- a. If aircraft types are added to operations and a lay-off affects only the Harvard operations, the Aircraft Technicians that do not possess basic qualifications on other aircraft types will be the first (1<sup>st</sup>) to be laid off; in such a situation, Apprentices will not perform maintenance activities on Harvard; and
- b. The Chief Steward and the Shop Chairperson will not be subject to lay-off unless there is no longer any work available in their respective Occupational Classifications that they are qualified to perform.

11.05.01 In the event of an increase in the workforce, laid off employees, eligible to recall in accordance with their seniority, shall be recalled to work in seniority order within the affected Occupational Classifications by Seniority Unit and Trade if they meet the basic qualifications of the position.

**APPENDIX A – OCCUPATIONAL BRANCHES, CLASSIFICATIONS AND TRADES (POST-HAWK)**

<b>Occupational Branch</b>	<b>Occupational Classification</b>	<b>Trade</b>
Aircraft Maintenance Branch	Team Lead	
	Aircraft Technician	AVN AVS ACS SST
		AVN AVS ACS SST
	Servicing Technician	
	Technical Specialist	AVN AVS ACS SST
Equipment Maintenance Branch	GSE Technician	
Logistics Branch	Forward Stores Team Lead	
	Forward Stores	
	Warehouse/Shipping & Receiving Team Lead	
	Warehouse/Shipping & Receiving	

**NOTE:** Team Leads, Aircraft Technicians and Servicing Technicians will be given equal opportunity to receive basic qualifications which are defined as:

- Completion of on-type servicing course;
- Completion of maintenance manager course;
- All qualifications required of Servicing Technicians.

## **LETTER OF UNDERSTANDING #15 – TEMPORARY LOCATION ASSIGNMENT**

The Company will require temporary location assignment of Moose Jaw and Cold Lake, CMAT / IAMAW personnel Servicing Technicians, Aircraft Technicians and Team Leads to ensure completion of the Hawk Fleet in Cold Lake and Moose Jaw.

This LOU establishes agreement between the Company and the Union to enable completion of work in Cold Lake and Moose Jaw for a temporary location change for Hawk operations. This applies to operational needs only and not for training purposes.

The applicable working dates of assignments will be based on manpower needs in Cold Lake and Moose Jaw as established by Management.

Volunteers will be canvassed based on qualifications required, then on seniority.

Employees' shifts will be based on the rotation and operational needs in Cold Lake or Moose Jaw.

Hours of work will include all travel time.

Travel allowances – Travel and lodging will be reimbursed based on the CAE Travel Policy and a per diem will be provided as per the meal allowance table.

A lump-sum payment of five hundred dollars (\$500.00) based on a continuous ten (10) working days per trip per employee will be payable upon completion of the full assignment. For a temporary location assignment of more than ten (10) continuous working days during the same trip, the employee will receive fifty dollars (\$50.00) per day in excess of the first ten (10) days.

## **LETTER OF UNDERSTANDING #16 – SPECIAL COMPLETION INCENTIVE PROGRAM TO ENSURE SUCCESSFUL CESSATION OF HAWK AIRCRAFT FLEET OPERATIONS**

WHEREAS the Department of National Defense has informed the Company of its intention to discontinue pilot training on Hawk aircraft fleet.

WHEREAS the Company must continue maintenance operations of the Hawk aircraft fleet until the end of operations.

WHEREAS cessation of maintenance operations of the Hawk aircraft fleet will lead to unionized employee reductions.

WHEREAS the parties agree to implement a Special Completion Incentive Program to encourage employees impacted by the cessation of operations on the Hawk aircraft fleet to maintain their employment until their official termination by the Company.

WHEREAS the parties agree that the Special Completion Incentive Program includes any severance, notice and any other amount required by the collective agreement, the Canada Labour Code and the Canada Labour Standards Regulations in relation to the layoff.

CONSEQUENTLY, THE PARTIES AGREE TO THE FOLLOWING:

1. Employees eligible for the Special Completion Incentive Program are entitled to receive a one-time payment of twenty-five thousand dollars (\$25,000.00), less applicable legal and fiscal deductions, subject to the terms and conditions below.
2. Employees active at the time of ratification of the 2022 Collective Agreement are eligible for the Special Completion Incentive Program if they:

- a. Are laid off from their position and from the Company as a direct result of the cessation of Hawk aircraft fleet operations.

OR

- b. Meet all the following conditions:
  - i. They are eligible for retirement without penalty at the time of lay-off due to the cessation of the Hawk aircraft fleet operations;
  - ii. Their Occupational Classification is directly affected by a lay-off due to the cessation of operations of the Hawk aircraft fleet;
  - iii. They are willing to accept a permanent lay-off without the right to recall;
  - iv. Their voluntary lay-off allows another active employee to maintain their position; otherwise, they would have been laid off directly due to the cessation of operations of the Hawk aircraft fleet, in their Occupational Classification within the Company.

3. Employees eligible for the Special Completion Incentive Program will remain eligible if they:
  - a. Remain employed with the Company until the official lay-off date determined by the Company;

AND

- b. Are still active at the time of the lay-off (employees on long-term disability are not considered to be active employees).
4. Lay-offs due to the cessation of the Hawk aircraft fleet operations will occur in the following order:
    - a. Employees eligible for the Special Completion Incentive Program as per paragraph 2a above and eligible for retirement;
    - b. Employees eligible for retirement without penalty;
    - c. Employees meeting the conditions of paragraph 2b above (voluntary layoff) by seniority;
    - d. Employees eligible for the Special Completion Incentive Program as per paragraph 2a above (involuntary layoff) in accordance with article 11 of the Collective Agreement.