

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording

ITEM 1
100 hour Time Bank

Letter of Understanding No. 27 will read as follows:

Letter of Understanding No. 27
Time Bank-Technical Services and Logistics and Supply

During the 2009 round of negotiations the company and union agreed to the following changes to LOU#27 – time bank for all employees in Technical Services and Logistics and Supply. Excluding Line Maintenance and related Logistics and Supply functions, as well as Ground Services and Equipment and Facilities Maintenance (GSE).

- L 27.01 At the end of each pay period, all overtime credits up to 100 hours will be accumulated in the time bank.
For clarity, an employee with an excess credit described above will be paid for all overtime worked as of July 1 2009, in accordance with L27.04.
- L27.02 The use of the time bank will be as follows:
- 1) Employees will not be forced to take time bank beyond minus forty eight (-48) hours.
 - 2) The company will have the ability to assign time off at the rate of one (1) cycle per calendar year. The exception will be the “special time bank” portion; this assigning will not be considered as an occurrence.
 - 3) Assignment of time off will require a minimum of one week / cycle notice.
 - 4) At the request of the employee, subject to the availability and operational requirements, the employee will be given time off. Once the time off has been granted it can only be cancelled by mutual agreement between the company and the employee.
 - 5) Requested time off can be taken in any increment the employee requests.
- L27.03 The time bank will be limited to plus one hundred (+ 100) hours and minus forty eight (-48) hours.
- L27.04 At the end of each pay period, all time credits in excess of one hundred (100) hours will be paid at the applicable rate in accordance with 10.02.03
- L27.05 In the event that an employee’s time bank is standing at a minus figure of more than forty eight (-48) hours, such time will be deducted in accordance with article 10.02.04.
- L27.06 Employees shall have all credits / debits cleared upon termination from the company, at their rate of pay of the pay period in which the clearance occurs.
- L27.07 Any credits in excess of 100 hours accrued in the time bank as of July 1 2009 will be placed in a “special time bank” and redeemed as follows: The Company will have until March 1 2010 to provide the employee the equivalent time off. Thereafter any balance will be automatically paid by eight (8) hours, if applicable,

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each pay period until reduced to zero or until the 'special time bank' is exhausted through taken or assigned time off.

- L27.08 As of March 1, 2010 an employee may three times a year be paid out their time bank credits upon thirty (30) days notice. This does not apply to the excess (special time bank) referred to in L27.07.
- L27.09 The process for filling a Gap (white space) in the maintenance schedule for a minimum of one cycle will be as follows:
- 1) Canvass for volunteers to move their vacation selections into the gap.
 - 2) Canvass for volunteers from the 100 hour time bank.
 - 3) Assign in reverse order of seniority employees who have at least one (1) cycle in their "special time bank".
 - 4) Assign in reverse order of seniority from the 100 hour time bank, maximum one (1) cycle per calendar year.
- L27.10 Process for mitigating lay- offs:
- 1) Canvass for volunteers to move their vacation selections into the gap.
 - 2) Canvass for volunteers from the 100 hour time bank.
 - 3) Make the special voluntary leave of absence (SVLOA) available.
 - 4) Utilize the Deferred Payment Leave Plan (DPLP).
 - 5) Assign from the 100 hour time bank in reverse order of seniority to a maximum of one cycle.
- L27.11 The Company will meet with the union and supply the local shop committee the minimum manpower requirements by location / line on a monthly basis. This will be a template to determine operational requirements to facilitate access to time off. In the event of a disagreement the union will have the ability to utilize the grievance process.
- L27.12 The Company will supply orders in writing to the employee and the local Shop Committee advising that the employee will be forced to utilize their time bank prior to the event occurring.
- L27.13 The provisions of LOU #27 do not apply for employees based in Edmonton and Trenton. For personnel in the Technical Instructing Category, refer to Memorandum #7 for the application of these provisions.

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Appendix to LOU #27
Time Bank-Technical Services and Logistics and Supply

Air Canada Maintenance, Logistics and Supply, and Facilities Maintenance

- AL27.01 The provisions of LOU #27 does not apply for employees based in the Maritimes, Ottawa, or Edmonton. For personnel in the Technical Instructing Category, refer to Memorandum #7 for the application of these provisions.
- AL27.02 The provision of LOU #27 does not apply to employees of Air Canada Maintenance and Logistics and Supply.
- AL27.03 In relations to and for clarity, the Air Canada Maintenance employees covered under articles 4.0 and the Air Canada Logistics and Supply employees covered under article 8.0 who have a positive bank balance in the "special" time bank formulated out of an arbitration award by Arbitrator Martin Teplitsky dated December 7, 2007.

These employees will also have the ability to access the payout starting on March 1, 2010 at eight (8) hours per pay period. Otherwise there will be no changes to the Air Canada Maintenance time bank process.

NOTE: Employees will have access to the funds in the "special" time bank beginning March 1, 2010. The hours will be added to the employees pay cheque if requested in writing to eServices, at the rate of eight (8) hours pay until the balance is zeroed.

Signed this day 11th of June, 2009.

Air Canada

International Association of Machinists
and Aerospace Workers

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording

ITEM 2
Overtime Bypass

Article 10.02.07.07 will read as follows:

- 10.02.07.07** If an employee has been bypassed and when this bypass has been confirmed between the Company and the Union at the local level, the affected employee will be provided a payment of four (4) hours at the applicable overtime rate. Compensation will be limited to number of hours actually by-passed to a maximum of 4 hours at the applicable overtime rate.

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording

ITEM 3
Seniority Date Station Attendant
&
Customer Servicing and Cleaning Attendant

Article 6.03.02.14 will read as follows:

6.03.02.14 Full Time Station Attendants with a seniority date prior to June 25, 1995 will not be laid-off or placed on laid-off status at the point while part-time Station Attendants are actively employed at the point.

Full-time Station Attendants with a seniority date subsequent to June 25, 1995 may be laid-off at the point, while part-time employees are actively employed. Such employees may bump/displace the most junior part-time Station Attendant at the point. These employees will assume the status of part-time Station Attendant and will not exceed the maximum part-time wage rate.

Full-time Station Attendants pre and post 1990 may elect to bump in accordance with Article 16.15 and subject to Article 16.10.02 in the division/system, in accordance with their seniority to retain full-time status.

The "bumping" process will be conducted on a step-by-step basis in accordance with information received in terms of employee preference. Employees will only be notified of the outcome in terms of their individual status once the exercise is complete and final.

Part-time Station Attendants, when laid-off, may not "bump"/displace other more junior full-time Station Attendants at the point.

Article 6.03.03.14 will read as follows:

6.03.03.14 Full Time Cabin Servicing & Cleaning Attendants with a seniority date prior to June 25, 1995 will not be laid-off or placed on laid-off status at the point while part-time Cabin Servicing & Cleaning Attendants are actively employed at the point.

Full-time Cabin Servicing & Cleaning Attendants with a seniority date subsequent to June 25, 1995 may be laid-off at the point, while part-time employees are actively employed. Such employees may bump/displace the most junior part-time Cabin Servicing & Cleaning Attendant at the point. These employees will assume the status of part-time Cabin Servicing & Cleaning Attendant and will not exceed the maximum part-time wage rate.

Full-time Cabin Servicing & Cleaning Attendants with a seniority date of June 13, 1997 or earlier may elect to bump in accordance with Article 16.15 and subject to Article 16.10.02 in the division/system, in accordance with their seniority to retain full-time status. Full-time and part-time Cabin Servicing & Cleaning Attendants with a seniority date post June 13, 1997 may elect to bump in accordance with the "One Category Memorandum" dated June 13, 1997.

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The "bumping" process will be conducted on a step-by-step basis in accordance with information received in terms of employee preference. Employees will only be notified of the outcome in terms of their individual status once the exercise is complete and final.

Part-time Cabin Servicing & Cleaning Attendants, when laid-off, may not "bump"/displace other more junior full-time Cabin Servicing & Cleaning Attendants at the point.

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording

ITEM 4
Sick Part-Shift

Appendix I will read as follows:

Mr. M. Ambler
General Chairman
IAMAW – District Lodge 140
Calgary, Alberta
T1Y 5E4

Subject: **Sick Part-Shift**

Dear Mr. Ambler,

Discussions during this round of negotiations resulted in an understanding as to the application of the policy on how we handle employees who becomes ill during their shift. The said understanding goes as follows:

“An employee who begins a shift and must leave work because of illness before the mid-point of the shift shall be paid for all hours worked. If the employee leaves after the midpoint of the shift, he will be compensated for a full shift. In neither case is the day counted as sick leave.”

Note: These illnesses will not count toward the application of addendum to appendix VII.

Signed this 11th day of June, 2009.

Denis Boucher
Manager Labour Relations, Air Canada

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording

ITEM 5
Vacation Purchase Plan

MOA 2 will read as follows:

MEMORANDUM OF AGREEMENT NO. 2 -

Vacation Purchase Program (hereinafter VPP)

The parties have discussed and agreed to the following:

1. The Company will make available a VPP for the calendar year(s) 2010 and 2011 for all employees covered by the IAMAW - (TMOS). Due to the difficulties with the 200 hour Time Bank in allowing employees time off within Technical Services, the Company advised and the Union acknowledged that the implementation of this program would not be possible. However it is agreed that the company will meet with the union at the headquarters/local level to determine if it is possible within certain categories or certain locations to implement the VPP program on a limited basis within Technical Services.
2. Subject to operational requirements eligible employees will be offered the opportunity to purchase an additional one (1) week [seven (7) calendar days of vacation] to be added to their vacation entitlement (see appropriate Vacation guide chart). Each application is subject to Branch approval.
3. The Company shall determine when, during the year, additional vacation will be made available and the number of VPP slots per week, which may vary. The Company will make every effort towards granting VPP in desirable periods, however there could be possible times with limited or no VPP granted at all.
4. The Company will make the VPP program available no later than August 15th. Employees must complete and submit their application on line by September 15th. The Company will confirm all VPP applications in line with the vacation bid by providing a list of confirmed applicants by location to the appropriate local representatives for the Company and union.
5. The cost of the VPP is 2% of the employee's annual basic pay in effect on December 1 of the preceding year. This amount will be deducted from the employee's gross pay, starting with the first pay in January, in 20 equal installments.
6. Should a statutory holiday fall during an employee's week of VPP, the holiday will be taken as a day in lieu immediately following the VPP week unless otherwise agreed to locally.
7. If an employee is laid off or terminated before the VPP week is taken or, if taken, before the week is paid for, he or she will be fully reimbursed or deducted as applicable.
8. If an employee's status changes before he or she has taken an approved VPP week, the VPP week must be approved by the employee's operational manager. If not approved, the employee will be reimbursed any amount paid. If the VPP week had already been taken, the normal deductions would continue.
9. Should an employee be absent from work for greater than 30 days for reasons such as long-term illness, injury, maternity leave and voluntary leave of absence, within 14 days of return

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the employee may opt out of the program if the vacation purchased has not yet been taken. it will be discussed between the employee, their local Manager and as required the Union for resolution

- Note 1: The VPP available will be awarded in Seniority order in one (1) week allotments.
- Note 2: An employee will be provided one (1) additional split for bidding one (1) week of VPP. Employees will be able to use their VPP week for bidding vacation following their 1st choice only. This time can be bid solely or in conjunction with the second split or any subsequent split. The process for bidding will be reviewed jointly by the union and the company at the Headquarters level after the 2010 year. This review will determine the process for subsequent years.
- Note 3: On an annual basis, the Company will reconcile the cost of each VPP week with the actual time off granted to each employee. For the purposes of reconciliation this will be limited to situations where an employee was unable to be granted his week of VPP or if the employee was absent and unable to fulfill the payment schedule within the year. The employee will be notified in advance if the reconciliation results in the employee owing money to the Company.
- Note 4: Temporary employees and inactive employees who do not have a scheduled return to work date within the applicable year will be excluded from participating in the VPP program.
- Note 5: Participation in this program will not have any impact on Pension benefits.

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording

ITEM 6
Boot Allowance

Appendix XXVI will read as follows:

Mr. M. Ambler
General Chairman
IAMAW – District Lodge 140
Calgary, Alberta
T1Y 5E4

Subject: **Boot Allowance**

Dear Mr. Ambler,

The parties agree that, effective January 2010, the Company will pay to eligible employees a boot allowance of \$40 annually on the first pay cheque of the year. No supporting receipt will be required.

Signed this 11th day of June, 2009.

Denis Boucher
Manager Labour Relations, Air Canada

**As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording**

YVR Work Schedule

*The following letter shall be signed by the Company and given to the IAMAW.
However, it shall not be part of the Collective Agreement:*

*Mr. M. Ambler
General Chairman
IAMAW – District Lodge 140
Calgary, Alberta
T1Y 5E4*

*Subject: **4x3 - 3x4 Shifts***

Dear Mr. Ambler,

This is to confirm that through discussions, the Company agrees to retract their notice given to the Union with regard to the '4x3 3x4' work schedule at Vancouver.

Sincerely,

Signed this 11th day of June, 2009.

*Denis Boucher
Manager Labour Relations, Air Canada*

**As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording**

CSCA Cat 33

**The following letter shall be signed by the Company and given to the IAMAW.
However, it shall not be part of the Collective Agreement:**

Mr. M. Ambler
General Chairman
IAMAW – District Lodge 140
Calgary, Alberta
T1Y 5E4

Subject: Category 33 and Cabin Servicing & Cleaning Attendant

Dear Mr. Ambler,

This is to confirm our agreement to discuss merging Category 33 with the Cabin Service & Cleaning Agent classification. The parties commit to have the process completed within 6 months following transition.

Sincerely,

Signed this 11th day of June, 2009.

Denis Boucher
Manager Labour Relations, Air Canada

**As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording**

ITEM 7
De-icing in ALTA

**The following letter shall be signed by the Company and given to the IAMAW.
However, it shall not be part of the Collective Agreement:**

Mr. M. Ambler
General Chairman
IAMAW – District Lodge 140
Calgary, Alberta
T1Y 5E4

Subject: De-icing at YEG and YYC Airports

Dear Mr. Ambler,

This is to confirm that, until April 1, 2011, ACGHS will continue to provide de-icing services to Jazz aircraft at Edmonton and Calgary airports. This arrangement may end earlier at either airport if the relevant authority introduces a central de-icing facility.

Sincerely,

Signed this 11th day of June, 2009.

Denis Boucher
Manager Labour Relations, Air Canada

**As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording**

ITEM 8
Collective Agreement Review Steering Committee

MOA 3 will read as follows:

MEMORANDUM OF AGREEMENT NO. 3 -

COLLECTIVE AGREEMENT REVIEW STEERING COMMITTEE

1. A Committee shall be formed to review and consolidate the Collective Agreement, including such ancillary agreements as side letters, MOAs, LOUs, and UMCM minutes. The Committee shall not discuss any substantive changes to the Collective Agreement.
2. The Committee will be composed of:
 - i) a minimum of two Company representatives, one of which will be a Director of Labour Relations or Manager of Labour Relations; and
 - ii) a maximum of four Union representatives, one of which will be the Chair of the Negotiations Committee or an equivalent.
 - iii) The Union and the Company representatives will each designate a co-chair of the Committee.
3. Beginning October 1, 2009, the Committee will meet quarterly for a minimum of one week for the duration of the renewed collective agreement to resolve the following issues or complete the following tasks:
 - i) LOU No. 11 (recall and bumping joint restructuring committee, "one category" document);
 - ii) LOU 14 (Quality Assurance);
 - iii) Review of Union "White Book" for the purpose of determining which ancillary agreements should be consolidated with the Collective Agreement;
 - iv) Appendix XXII (Official Languages);
 - v) any other matter mutually agreed upon.
4. The Committee co-chairs may designate tasks to sub-committees with subject-matter experts, as they jointly deem necessary.

**As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording**

ITEM 9
Payment of medical Notes

Appendix XXVII will read as follows:

Mr. M. Ambler
General Chairman
IAMAW – District Lodge 140
Calgary, Alberta
T1Y 5E4

Subject: Payment of Doctors' Notes

Dear Mr. Ambler,

This is to confirm our discussion with regard to the criteria for the reimbursement of doctors' notes for short-term absences. The parties agree that, when requested by the Company, the doctor's note must be sufficient to substantiate the legitimacy of the absence. Therefore, the Company will only pay for such doctor notes that confirm the employee's inability to perform his or her duties during the period of the absence.

The Company will reimburse the normal and customary charges for such notes.

Denis Boucher
Manager Labour Relations, Air Canada

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
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ITEM 11
Retirement Phase-in

Article 6.03.02.13 will read as follows:

6.03.02.13 Part-time Station Attendants will have the ability to transfer to another point in order to secure a permanent full-time Station Attendant position.

Part-time Station Attendants will have the ability, should they have the qualification, to transfer into the part-time customer service agent classification at the point. They will be required to stay in their new classification for a minimum of twelve months from date of transfer. They shall continue to accrue in their part-time station attendant classification while in the part-time customer service agent position.

Article 6.03.03.13 will read as follows:

6.03.03.13 Part time Cabin Servicing and Cleaning Attendants will have the ability to transfer to another point in order to secure a permanent full-time position.

Part-time Cabin Servicing and Cleaning Attendants will have the ability, should they have the requirements, to transfer into the part-time customer service agent classification at the point. They will be required to stay in their new classification for a minimum of twelve months from date of transfer. They shall continue to accrue in their part-time Cabin Servicing and Cleaning Attendant classification while in the p/t csa position.

Article 6.04.01.03 will read as follows:

6.04.01.03 Customer Service Agent

Addressed to Lead Station Attendants, Station Attendants, Airport/Cargo trainer I and Part-Time Customer Service Agents. Selection will be on the basis of Station Attendant Seniority.

NOTE: For the purpose of determining the senior applicant, a part-time customer service agent who has no previous service as a station attendant will use their date of part-time customer service agent.

NOTE: Secondary consideration to be given to Cargo Communications operator, Station Attendant part-time, and all Cabin servicing and Cleaning Attendant classifications at the point only.

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording

Article 10.05.05 will read as follows:

10.05.05 Acting/Relief Assignments – Customer Service Agent

- a) All acting Customer Service Agent vacancies (relief assignments) will be filled on a local basis.

- b) Lead Station Attendants and Station Attendants, need to have passed the basic and general knowledge examinations to be considered for acting Customer Service Agent positions (relief assignments). If possible, individuals selected for such assignments must attend and pass the appropriate baggage and cargo training course(s) prior to performing the relief assignment. If an individual with the basic qualifications has turned down the opportunity to attend baggage or cargo training course(s) during the previous twelve (12) months, he can be bypasses in the selection of individuals for relief assignments.

- c) Part-Time Customer Service Agents may be considered for acting/relief assignments in the classification of Customer Service Agent.

NOTE: For the purpose of determining the senior individual, a part-time customer service agent who has no previous service as a station attendant will use their date of part-time customer service agent.

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording

L25 will read as follows:

- L25.01** During the 2002 Contract negotiations, the parties agreed to the introduction of the classification of Customer Service Agent – Part-Time.
- L25.02** The number of part-time Customer Service Agents will not exceed twenty-five percent (25%) of the total number of permanent employees in the classification of Lead Customer Service Agent – Cargo, Lead Customer Service Agent – Baggage, Customer Service Agent – Airports and Customer Service Agents at the point, as at September 25th each year for application and adjustment during the following twelve (12) month period. In addition, at, Saskatoon, Regina, Thunder Bay, Quebec City, Fredericton, Saint John, Moncton, Charlottetown and St. John's the total number of part-time Customer Service Agents shall not exceed thirty five percent (35%) of the total number of employees in the classifications of Lead Customer Service Agents – Cargo, Lead Customer Service Agents – Baggage and Customer Service Agents. The Company shall advise District Lodge 140 by October 15th each year, of the number of Lead Customer Service Agents – Cargo, Lead Customer Service Agents – Baggage, Customer Service Agent – Airports and Customer Service Agents and the allowable number of part-time Customer Service Agents.
- NOTE:** Up to three (3) part-time Customer Service Agents may be employed at any one point regardless of the thirty five percent (35%) ratio.
- L25.03** The above noted number of part-time Customer Service Agents will be realized through normal vacancies and filled by the retirement phase-in program, transfers and new hires.
- L25.04** Part-time Customer Service Agents will establish a seniority date applicable to their date of entry into the classification. Seniority provisions for part-time Customer Service Agents are applicable to the point only, unless as indicated otherwise. For the purpose of seniority applications, Customer Service Agent – Part-Time will be considered a basic classification.
- L25.05** Rates of pay are on an hourly basis as enumerated in Article 7 (\$16.15 an hour effective June 8th, 2003).
- L25.06** Part-Time Customer Service Agents may be scheduled up to thirty two (32) hours per week, and up to eight (8) hours per day. Unless agreed to otherwise, such employees will be provided a monthly shift schedule.
- L25.07** Overtime credits will apply when total hours worked exceeds forty (40) hours within seven (7) calendar days commencing Sunday or when hours worked exceed eight (8) hours in any twenty-four (24) hour period.
- L25.08** In the application of Article 10.02.07.01, overtime will be offered to full-time Customer Service Agents prior to offering overtime to part-time Customer Service Agents.
- L25.09** The application of Article 10.02.11, Time Bank, does not apply to part-time Customer Service Agents.

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording

L25.10 Statutory Holidays for part-time Customer Service Agents will be in accordance with the Canada Labour Code.

L25.11 Vacation application will be determined on a local basis in accordance with Articles 13.04 and 13.06.

Article 13.02 – The credit for part-time Customer Service Agents will be four (4) hours at straight time.

L25.12 The application of Article 20.10, Severance Pay, will not apply to part-time Customer Service Agents.

L25.13 In the application of Letter of Understanding No. 1, the following exceptions apply to part-time Customer Service Agents.

Group Life Insurance

The level of coverage will be two and one-half (2 1/2) times the basic annual earnings up to a maximum of Twenty Five Thousand Dollars (\$25,000.00).

Group Disability Income Plan

Not available to part-time Customer Service Agents.

Supplementary Health Insurance

The Company will pay the full cost of Plan II. The maximum aggregate under the Supplementary Health Plan will be Ten Thousand Dollars (\$10,000.00).

Group Dental Insurance

Not available to part-time Customer Service Agents.

Group insurance coverage for temporary full-time employees will be in accordance with LOU #1. Such benefits, once established, are retained even if an employee's status reverts back to part-time, providing that employment has been continuous.

L25.14 All job security provisions of this Collective Agreement do not apply to part-time Customer Service Agents.

L25.15 In situations where additional flexibility is required, the Company and the Union may discuss and agree on site specific terms and working conditions, and/or other alternatives to meet the need.

L25.16 In the application of LOU# 13, the sequencing order for filling vacancies for part-time customer service agent positions will be as follows;

- 1- Retirement Phase-In
- 2- Transfer
- 3- Retirement Phase-In Recalls
- 4- New Hires

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording

L25.17 An employee must have the qualifications in order to exercise their seniority rights to bump into the part-time Customer Service Agents classification.

L25.18 The filling of vacancies to part-time Customer Service Agent shall be as follows:

It is agreed that the procedures and principles of promotion bulletins and the privileges of above basic will be applied for administrative purposes for part-time CSA vacancies.

FOR AIR CANADA



FOR TRANSPORTATION DISTRICT 140



Denis Boucher
Manager, Labour Relations

Mike Ambler
General Chairperson - Western Region

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording

L26 will read as follows:

It is agreed and understood that the provisions of the Collective Agreement shall apply to those employees who elect to participate in this retirement phase-in program, except as modified by the following:

1. Employees who are eligible to retire with pension in accordance with the Air Canada Pension Plan and who wish to participate in the program will request such a change of status to part-time and shall notify the Company of their intent to retire with pension at the same time.
2. Requests shall be actioned, subject to vacancies being available and the approval of the Company.
3. An employee accepting the change of status when it is made available and this having been confirmed, shall retire with pension in accordance with the Pension Plan when the change of status is affected.
4. Employees shall continue in part-time employment and in receipt of pension benefits until such time as they reach normal retirement age as defined in the Pension Plan, or until they terminate their service with the Company, whichever is the earlier.
5. Notwithstanding anything to the contrary in the Air Canada Pension Plan Rules and Regulations, on receipt of pension benefits, employees shall cease to be active members of the Plan and shall cease to contribute to the Plan or accrue additional allowable service under the Plan. Pension benefits shall be those provided by the Plan at the time the employee retires from full-time status.
6. Employees participating in the Program shall not have the right to change status to full-time employment under any circumstances, or any other provision of the Collective Agreement. Retirement Phase-in positions will be limited to part-time Customer Service Agent, Station Attendant, and Cabin Service & Cleaning Attendant. To affect this, the following provisions are modified:
 - a) Article 6 – Employees will not be offered positions in the other status (full-time).
 - b) Article 6 and 7 – employees will not be paid more than the allowable maximum for part-time employment.
 - c). Article 6 – such employees will not be eligible to perform acting/relief assignments in other above basic classifications.
 - d). Article 16 – all seniority provisions are applicable at the point only. All such employees are not eligible for promotion or transfer.
 - e) For the purpose of staff reductions (lay-off, bumping and recall at the point), retirement phase-in employees in the classifications of part-time Customer Service Agent, part-time Station Attendant and part-time Cabin Servicing & Cleaning Attendant, will be laid off prior to other part-time Customer Service Agents, part-time Station Attendants and part-time Cabin Servicing & Cleaning Attendants.

Retirement phase-in employees not affected by bumping or layoffs either directly or indirectly will not be required to end their employment.
7. Vacation application for part-time retirement phase-in employees will be as follows:

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
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- i) Part-time retirement phase-in employees with less than six (6) years service will receive four percent (4%) vacation pay on each pay cheque.
 - ii) Part-time retirement phase-in employees with six (6) years of continuous service or more will receive six percent (6%) vacation pay on each pay cheque.
 - iii) Vacation entitlements will be taken without pay.
 - iv) Vacation entitlements (without pay) will be in accordance with Articles 13:01 to a maximum of three (3) weeks.
8. In the application of Letter of Understanding No. 1, the following exceptions apply to part-time retirement phase-in employees.

Group Life Insurance

Not available to Part-Time Retirement Phase-In Program

Group Disability Income Plan

Not available to part-time retirement phase-in employees.

Supplementary Health Insurance

Not available to part-time retirement phase-in employees.

Group Dental Insurance

Not available to part-time retirement phase-in employees.

9. Free and Reduced-Rate Transportation entitlement and priority accrual will be in accordance with Company Regulations governing retired employees.
10. Employees participating in this program will retain Company service at retirement and upon change of status, however, no further accrual of Company service may be earned.
11. In the filling of vacancies through retirement phase-in for the classification of Customer Service Agent – Part-Time, preference will be given firstly to Customer Service Agents and Lead Customer Service Agents, and secondly to other classifications (e.g.: Station Attendant). The sequencing of seniority will be prioritized in the order of previous Customer Service Agent seniority followed by basic classification seniority.

An employee filling a Customer Service Agent part-time position through retirement phase-in shall continue to have their former seniority recognized for the purpose of work schedule and vacation selection.

12. In the filling of vacancies through retirement phase-in for the classification of Cabin Servicing & Cleaning Attendants – Part-Time, preference will be given firstly to Cabin Servicing & Cleaning Attendants and Lead Cabin Servicing & Cleaning Attendants, and secondly to other classifications (e.g.: Station Attendant). The sequencing of seniority will be prioritized in the order of previous Cabin Servicing & Cleaning Attendant seniority followed by other basic classification seniority.

**As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording**

An employee filling a Cabin Servicing and Cleaning Attendant part-time position through retirement phase-in shall continue to have their former seniority recognized for the purpose of work schedule and vacation selection.

13. In the filling of vacancies through retirement phase-in for the classification of Station Attendant – Part-Time, preference will be given firstly to Station Attendants, and Lead Station Attendants, and secondly to other classifications (e.g.: Customer Service Agent). The sequencing of seniority will be prioritized in the order of previous Station Attendant seniority followed by other basic classification seniority.

An employee filling a Station Attendant part-time position through retirement phase-in shall continue to have their former seniority recognized for the purpose of work schedule and vacation selection.

FOR AIR CANADA



Denis Boucher
Manager, Labour Relations

FOR TRANSPORTATION DISTRICT 140



Mike Ambler
General Chairperson - Western Region

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording

ITEM 12
Shop Committee YOW & YEG

Article 19.05 will read as follows:

19.05

Union Shop Committees

Union Shop Committees are established at Ottawa, Edmonton and Mirabel as follows:

Shop Committees – Ottawa and Edmonton

- 1) These Committees will be comprised of two (2) employees.
- 2) Due to the limited size of the operation at these locations, the Shop Committees will follow their regular shift and act on the Committee as required.
- 3) Time, as required, does not have to be for an entire shift. When part of a shift has been scheduled, such time clearance will be for a continuous period. This clearance is set to 20 hours per week with no set daily limit.
- 4) Every effort will be made to advise the Company, in advance, of any extra time needed to perform Union activities. Such requests will not be unreasonably denied.
- 5) Every effort will be made by the Company to schedule employees time off to perform Union duties.
- 6) The Chairpersons will be scheduled for twenty (20) hours of time clearance.

NOTE 1: The above understanding is dependent upon the Chairperson and Committee Members providing the Company with a bi-weekly distribution of Committee functions by Work Order Number (i.e., 913111 – Grievance Investigation and 913112 – Grievance Presentation) and is subject to maintaining a reasonable relationship between the time spent on Grievance Investigation and Presentation. Any ratio considered unreasonable will be reviewed with the Committee and processed as required.

As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording

ITEM 13

Acting & Permanent Management Assignment

Article 16.11.07 will read as follows:

- 16.11.07** Permanent employees promoted to Management positions above or beyond the scope of this agreement, on a permanent basis, shall immediately forfeit all seniority privileges therein.

**As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording**

Acting & Permanent Management Assignment

*The following letter shall be signed by the Company and given to the IAMAW.
However, it shall not be part of the Collective Agreement:*

*Mr. M. Ambler
General Chairman
IAMAW – District Lodge 140
Calgary, Alberta
T1Y 5E4*

Subject: Temporary Acting Management Assignment

Dear Mr. Ambler,

During the 2009 round of negotiations, the Union raised a concern with regard to temporary acting management assignments.

This is to confirm the Company is committed to the process which would allow this issue to be addressed by the Union to the Air Canada executive management level.

Sincerely,

Signed this 11th day of June, 2009.

*Denis Boucher
Manager Labour Relations, Air Canada*

**As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording**

ITEM 14
Time Credits for Training

Article 10.07 will be amended as follows:

- 10.07.01** Attendance by full-time employees at all Company-approved training classes outside of scheduled working hours shall be credited at the overtime rate. Part-time employees who attend such training shall receive overtime pay in accordance with the Canada Labour Code.
- 10.07.03** Unassigned
- 10.07.06** Unassigned

**As per Point 9 of Appendix A of the Signed MOA on June 8th 2009:
Agreed Wording**

Attendance Program

*The following letter shall be signed by the Company and given to the IAMAW.
However, it shall not be part of the Collective Agreement:*

*Mr. M. Ambler
General Chairman
IAMAW – District Lodge 140
Calgary, Alberta
T1Y 5E4*

Subject: New Attendance Program

Dear Mr. Ambler,

During the 2009 negotiations, the Union and the Company shared a mutual interest in exploring the feasibility of an incentive based attendance program for employees. As such, this letter will confirm that the Company and the Union agree to meet for the purpose of discussing alternate applications of the sharing our success profit sharing program.

Sincerely,

Signed this 11th day of June, 2009.

*Denis Boucher
Manager Labour Relations, Air Canada*