

ARTICLE 9 - PROBATIONARY PERIOD

(a) Employees will be considered on probation for the first nine (9) months of service in a classification under this Agreement. However, an employee who has satisfactorily instructed unsupervised for two (2) months will be deemed to have completed probation at the end of the second month of unsupervised instruction and will be so notified in writing of the effective date. Employees in this status may be required to have their performance evaluated at any time, but no later than six (6) months, by a review panel composed of two members of Management and ~~one~~ two members of the Transport Workers Union, if the Union desires to participate. **If necessary, the final decision (tie-breaker) will be made by the Managing Director - Flight Training.** An evaluation of the board is final and binding, and not subject to review under the grievance procedures. It is understood by the parties that the right of the Company to release an employee at any time during the probationary period without the benefit of a performance evaluation as provided for above is unaffected.

(b) Nothing in this Agreement will be construed to prevent the Company from releasing any employee, at any time, during his probationary period without cause and without hearing.