

AGREEMENT NO. 10

between

AIR ONTARIO INC.

**and those
employees
as represented by the**

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)
AND ITS LOCAL 2213**

EFFECTIVE: July 1, 1999 - June 30, 2002

THIS COLLECTIVE AGREEMENT IS THE PROPERTY OF:

Name: _____

Address: _____

Phone: _____

**A VERTICAL DASHED LINE TO THE RIGHT OF AN
ARTICLE DESIGNATES THAT A CHANGE HAS BEEN
MADE FROM THE PREVIOUS COLLECTIVE
AGREEMENT.**

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ARTICLE 1 - PURPOSE OF AGREEMENT AND DEFINITIONS

- 1.01 The purpose of this Agreement is to set forth the rights of the parties and the rules concerning wages, hours of work and working conditions which will apply between the parties. It is recognized by this Agreement to be the duty of the Company and the employees to co-operate fully so as to provide for the operation of the services of the Company in a manner which will further, to the fullest extent possible, the safety, efficiency and profitability of the operation, and the continuation of employment under reasonable working conditions.
- 1.02 The rules set forth herein will take precedence over any conflicting rules, policies or procedures developed by the Company. Where the provisions of this Agreement are at variance with Company regulations, the former will take precedence.
- 1.03 Should any part of this Agreement be rendered invalid by reason of legislation enacted by any Government in Canada, such invalidation of any part of the provisions of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- 1.04 There shall be no strikes or lockouts so long as the Agreement continues to be in effect pursuant to Article 21.
- 1.05 Definitions
- 1.0501 Agreement - means the Collective Agreement in effect, including agreed upon amendments or interpretations thereto and covered by letters signed by responsible Company and Union Officers/Representatives.

1.05.02 **Base** - means a grouping of locations within a geographical area comprising an area fifty (50) kilometres in radius from the main post office of a city served by the Company.

1.05.03 **Category** - means a subdivision of a classification as described in Article 4.02.

1.05.04 **Classification** - means a classification as described in Article 4.

1.05.05 **Company - means** Air Ontario Inc. as represented through Officers and Management at various levels.

1.05.06 **District** - means a District of the Union as determined from time to time in accordance with its by-laws. Current Districts are:

District 350: London, Sarnia, Windsor

District 351: Sudbury, Sault Ste. Marie, Timmins, North Bay, Ottawa

District 352: Toronto

1.05.07 **Gender** - the third person masculine gender when used throughout this Agreement will be understood to mean the third person masculine and feminine gender.

1.05.08 **Holiday** - means both paid and general holidays as provided by the Canada Labour Code and any additional negotiated holidays as listed in Article 13.01.

1.05.09 **Location** - means an office, shop or place of business where duties covered by this Agreement are performed.

- 1.05.10 **Lock-out** - means the closing of a place of employment, a suspension of work or a refusal by the Company to continue to employ a number of employees, done to compel those employees, or to aid another employer to compel their employees to agree to terms or conditions of employment.
- 1.05.11 **Requirements of the Service** - means a situation which calls for immediate action and which could not be reasonably predicted nor preplanned.
- 1.05.12 **Shift** - means a period of time within a day, as delineated in a shift schedule.
- 1.05.12.01 A **Day Shift** - will be any shift which starts on or after 0600 hours but before 1200 hours.
- 1.05.12.02 An **Afternoon Shift** - will be any shift which starts on or after 1200 hours but before 1900 hours.
- 1.05.12.03 A Night **Shift** - will be any shift which starts on or after 1900 hours but before 0600 hours.
- 1.05.12.04 A Midnight Shift - will be any shift which includes a full five (5) consecutive hours worked during the period between midnight and 0500 hours.
- 1.05.13 Shift Schedule** - means a projection of all employees' shifts at a location with regard to days worked and days off, including shift starting and terminating times.

1.05.14 Status - means full-time or part-time.

1.05.15 Strike - means (i) a cessation of work, or (ii) a refusal to work, or (iii) a refusal to continue to work, or (iv) an act or omission that is intended to, or does, restrict or limit production or services, by employees in combination, or in concert, or in accordance with a common understanding, for the purpose of compelling the Company to agree to terms or conditions of employment, or of compelling another employer to agree to terms or conditions of employment of their employees, and "to strike" has a similar meaning.

1.05.16 Sub-category - means a subdivision of the Engineer classification according to an employee's work area/specialty as described in Article 4.02.04.

1.05.17 Sub-Schedule - means a subdivision of a shift schedule by group of employees within a classification in a location.

1.05.18 Union - means the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada) and its Local 2213.

1.05.19 Vertical Line - A line beside an Article denotes a revision effective with the current Agreement.

1.05.20 Work Group - means a group of one (1) or more employees within a location whose shift schedule or sub-schedule provides for the same rotation of days on and days off.

ARTICLE 2 - UNION RECOGNITION

2.01 The Company recognises the Union as the sole bargaining agent for the employees performing the duties described in Article 4 herein.

2.02 All employees who, on the date of the signing of this Agreement, are Union members in good standing, or may become Union members in good standing, shall as a condition of employment maintain Union membership. All employees who, as of the effective date of this Agreement, are not Union members shall not be required to become members as a condition of employment. All new employees hired as of the date of the signing of this Agreement shall, as a condition of employment, become Union members within 30 days from the date of employment and shall, as a condition of employment, remain Union members in good standing.

2.03 Contracting Out - It is agreed that bargaining unit work will not be contracted out by the Company, save and except as specifically provided in the following provisions.

2.03.01 Subject to Articles 2.03.01.01 and 2.03.01.02, the Company may continue to contract out bargaining unit work which was contracted out as of May 16, 1994. A summary listing the types of work contracted out and the bases at which it is contracted out is attached to this Agreement as Appendix 4.

2.03.01.01 When the Company wishes to test the feasibility of having the work performed by covered employees, the Company may elect to have contracted out bargaining unit work performed by covered employees for a specified trial period not to exceed six (6)

consecutive calendar months, or such longer period of time as mutually agreed between the Company and Union, dating from the first day the work begins to be performed by covered employees. Such work may be contracted out again at the end of the trial period if the Company decides It is not feasible to have the work performed by covered employees. In order for this provision to apply, the Company must have advised the Union of the trial period in advance, or obtained the Union's agreement to extend the trial period.

2.03.01.02 The Company and Union may also agree to have bargaining unit work which is presently contracted out performed by covered employees on an intermittent basis without the Company being obligated to have that work continue to be performed by covered employees.

2.03.02 Subject to Article 2.03.02.01, the Company may contract out bargaining unit work at a new base or new work. For the purpose of these provisions, the following definitions will apply:

New base - Is a base which was not served by the Company on a scheduled basis as of May 16, 1994.

New work - is bargaining unit work which was not performed by any person on behalf of the Company as of May 16, 1994.

2.03.02.01 When the Company wishes to test the feasibility of having the work performed by covered employees, the Company may elect to staff a new base with covered employees or have new work performed by covered employees for a specified trial period not

to exceed six (6) consecutive calendar months, or such longer period of time as mutually agreed between the Company and Union, dating from the first day operations commence to the new base or the new work is performed. Such work may be contracted out at the end of the trial period if the Company decides it is not feasible to have the work performed by covered employees. In order for this provision to apply, the Company must have advised the Union of the trial period in advance, or obtained the Union's agreement to extend the trial period.

- 2.03.03 The Company may contract out the ground-handling and maintenance of aircraft which are operating on a charter basis to bases where no covered employees are employed.
- 2.03.04 The Company may, on an intermittent basis, contract out bargaining unit work to cover peak periods of less than thirty (30) days in its aircraft maintenance facilities where the staff levels at the time are insufficient to satisfy the work requirements. However, prior to contracting out the work, the Company will consider utilizing covered employees on an overtime/recall basis or utilizing temporary employees under the provisions of Letter of Understanding No. 2 in order to satisfy the work requirements.
- 2.03.05 It is agreed that the above-noted exemptions do not apply to the Company's aircraft maintenance facilities, if the existing operation or parts of them are moved or otherwise transferred and that such work will not be contracted out.
- 2.03.06 It is agreed that a staff reduction will not result from the contracting out of bargaining unit work as permitted by the foregoing except

where a staff reduction is required due to the contracting out of bargaining unit work which, In accordance with Articles 2.03.01.01 and 2.03.02.01, has been contracted out following a trial period. However, such a staff reduction will affect no more employees than the number of employees hired, transferred or recalled from lay off to staff the base or perform the work.

2.03.07 The Company undertakes to advise the Union, in writing, prior to contracting out any bargaining unit work as provided for in the preceding Articles and to consult with the Union in determining the feasibility of staffing any new base with covered employees or having new work performed by covered employees.

2.04 Company Employees

2.04.01 Management and other Company employees outside the bargaining unit will not perform bargaining unit work except in unusual circumstances which arise suddenly and/or where special assistance is required to avoid abnormal delay to the customer or the operation and in cases of instruction, emergency, Investigation, inspection and experimentation.

2.04.02 In addition to Article 2.04.01 it is agreed that Management and other Company employees may be utilized to replace covered employees who are absent and are not expected to be absent for more than thirty (30) calendar days or in unusual circumstances which arise suddenly and result in an abnormal increase In the work load.

2.04.03 The provisions of Article 2.04.02 will only be used where covered employees are not available or are not willing to work overtime and

covered employees need not be offered recall in cases where the Company has received less than two (2) hours notice of the absence or increase in work load. The Union District Chairperson will be advised in writing, with the details of the requirement and the procedure used in filling the requirement, whenever the provisions of Article 2.04.02 are utilized.

2.04.04 Notwithstanding the provisions of Articles 2.04.01, 2.04.02 and 2.04.03, Supervisors may perform bargaining unit work in bases with less than ten (10) employees provided such utilization does not result in a staff reduction and provided that no employee is on layoff from the base and classification in which the work is being performed, and is awaiting recall to that classification and base.

ARTICLE 3 - MANAGEMENT'S RIGHTS

3.01 Management will have the right to direct the affairs of the Company in an efficient and effective manner by the direction of the working force including the right to hire, discipline and discharge for just cause, promote, transfer, relocate and layoff due to lack of work or for other legitimate reasons. These enumerations shall not be deemed to exclude other prerogatives not enumerated, and any of the rights, powers or authority the Company had prior to the signing of the first Agreement, are retained by the Company. Such rights will be exercised in a manner that is fair, reasonable and consistent with the provisions of the Agreement.

3.02 It is agreed and understood that nothing in the foregoing will detract from the right of the employee or the Union to initiate a grievance in the manner provided for by this Agreement.

ARTICLE 4 - SCOPE OF AGREEMENT

4.01 All personnel who perform the work as defined in the following classifications are covered by this Agreement.

4.02 Engineer - comprises all those engaged in the maintenance of aircraft, power plants and avionics. The Engineer classification will consist of the categories described in Articles 4.02.01, 4.02.02 and 4.02.03 and the sub-categories described in Article 4.02.04. Progression from one category to the next will occur when the employee has attained the necessary qualifications. Assignment to a sub-category will be dependent upon the employee's work area/specialty.

4.02.01 Apprentice Engineer - comprises all those performing the work described in Article 4.02 who are employed by the Company to learn the trade of engineer.

4.02.02 Junior Engineer - comprises all those performing the work described in Article 4.02 who are in the possession of a current "Aircraft Maintenance Engineer License" or who possess the qualifications set out in the Transport Canada "Personnel Licensing Handbook" as necessary for the issuance of an "Aircraft Maintenance Engineer License" or, for those engaged in the maintenance of avionics who do not qualify in accordance with the

foregoing, have completed a minimum of twenty-four (24) months of schooling and/or relevant work experience.

4.02.03 Aircraft Maintenance Engineer - comprises all those performing the work described in Article 4.02 who are in possession of a current Company "Aircraft Certification and Authorization Certificate" (ACA).

ACA's will be granted to all employees who are in possession of a current "Aircraft Maintenance Engineer License" endorsed for the types of aircraft, power plants and avionics upon which they can normally be expected to be employed or who have met the requirements of the Maintenance Control Manual except where the Company, with just cause and in accordance with the provisions of the Maintenance Control Manual conforming with the requirements established by Transport Canada, is unable to grant an ACA.

The Company may only remove or suspend an ACA from an employee with just cause where the employee fails to meet the requirements of the ACA in accordance with the provisions of the Maintenance Control Manual conforming with requirements established by Transport Canada. An employee whose ACA is removed or suspended will be placed in the category for which they are qualified and their rate of pay will be the closest lower rate on the new scale. Scheduled advancement will continue in accordance with Article 5.03 without interruption. Any refusal to grant an ACA or removal or suspension of an ACA in accordance with the foregoing will be considered as disciplinary action and the provisions of Article 16 will apply.

4.02.03.01 The requirement for Crew Chiefs will be determined by the Company. Crew Chiefs must possess the qualifications necessary for an Aircraft Maintenance Engineer and the ability to direct and supervise the work of others.

In filling vacant Crew Chief positions, the Company will post a notice of vacancy, in the base in which the vacancy exists, specifying the commencement date of the job and closing date for applications. Such notice of vacancy will be posted on appropriate bulletin boards for a specified period of at least ten (10) calendar days duration and will be copied to the Union District Chairperson. Employees wishing to fill a posted vacancy will apply in writing with a statement of their qualifications and experience and in accordance with the instructions contained in the notice of vacancy, with a copy to the Union District Chairperson. Positions will be filled by the most senior candidate selected from those applicants recommended by at least one (1) of the other Crew Chiefs in the location with the vacancy and at least one (1) of the Maintenance Supervisors in the location with the vacancy or, if there are no Maintenance Supervisors, at least one (1) of the appropriate Company Maintenance Department management representative(s) in the location with the vacancy, in consultation with the Union District Chairperson or their designate. Unsuccessful applicants will be advised in writing by the Company and such advice will include an explanation.

The Company will assess the ability of the successful applicant to do the job during an appropriate trial period not to exceed sixty (60) days. If the candidate cannot satisfactorily perform the job they will be returned to their former position. The Company may

not curtail the trial period without just cause before it has run its normal course.

In the event of a reduction in the number of Crew Chiefs, the reduction will be effected in inverse order of seniority.

The Company may also appoint a Crew Chief in a small base in which there is not direct supervision, who will, in addition to the requirements of an Aircraft Maintenance Engineer, be responsible for some base maintenance administration but excluding the discipline or discharge of another employee.

4.02.04 Maintenance Sub-Categories-The following sub-categories will be included within the Engineer classification. Assignment to one of these sub-categories will be dependent upon the employee's work area/specialty, however, placement of the employee within the Apprentice Engineer, Junior Engineer or Aircraft Maintenance Engineer category will be determined by the criteria set out in Article 4.02.01, 4.02.02 or 4.02.03. It is recognized that, while an employee's work will primarily concern their particular sub-category, there will be occasions when the employee may be required to perform the work of another sub-category.

4.02.04.01 Line Maintenance - comprises those engaged in the line maintenance of aircraft.

4.02.04.02 Avionics - comprises those engaged in the maintenance of avionics.

4.02.04.03 Sheet Metal - comprises those engaged in the maintenance of sheet metal and composite aircraft components.

4.02.04.04 Propulsion - comprises those engaged in the maintenance of aircraft propulsion components, including props.

4.02.04.05 Wheels and Brakes - comprises those engaged in the maintenance of wheels and brakes, including nondestructive testing (NDT).

4.02.04.06 Inspection - comprises those responsible for fulfilling the Inspector function as outlined in the appropriate section(s) of the Maintenance Control Manual.

4.03 Customer Sales and Service Agent - comprises all those who perform Customer Sales and Service functions for the purpose of making reservations; computing fares, disseminating information; assembling, controlling and transmitting reservations and passenger data: compute, process and issue tickets; serve the public at airport counters; receive and tag baggage; process claim forms for damaged and missing baggage, including processing damaged baggage for repair; process the shipment of all freight, express and COMAT, and initiate claims resulting from missing and damaged cargo: maintain records as required including, but not limited to, flight arrival and departure times, conduct radio communications with the aircraft; maintain supplies; and perform other duties and functions related to the foregoing.

4.04 Ramp Attendant - comprises all those who perform the handling of ramp services, including cargo and commissary functions, de-ice and fuel aircraft, service aircraft lavatory, change aircraft to/from cargo

configuration, loading and unloading disabled passengers; minor cleaning of the airport ramp work area, inspect and record fuel supplies; inspect and report defects to airport vehicles; marshal aircraft on the ramp; ensure aircraft is ready for departure; and perform other duties and functions relative to the foregoing.

Note 1:

Ramp Attendants may be required to perform light grooming of aircraft interior at times when no employee in the Aircraft Cleaner classification, Article 4.05, is scheduled to work in the location. For the purposes of this Note, light grooming will consist of the duties described in Appendix 5.

Note 2:

In Toronto, Ramp Attendants may perform functions related to commissary inventory and stocking which are normally performed by Stores Personnel and which are not related to ramp services.

4.04.01 Lead Ramp Attendant must possess the qualifications of a Ramp Attendant and, as a working member of the group, must have the ability to satisfactorily direct the work of others, including familiarizing new Ramp Attendants with the work to be performed. Positions will be filled in order of seniority from the Ramp Attendant classification. The Company will assess the ability of the employee to do the job during an appropriate trial period not to exceed sixty (60) days. If the candidate cannot satisfactorily perform the job they will be returned to their former position. The Company will not curtail the trial period without just cause before it has run its normal course. In the event of a reduction in the number of Lead Ramp Attendants, the reduction will be effected in inverse order of seniority.

4.05 Aircraft Cleaner - comprises all those who clean aircraft Interior and furnishings and aircraft exterior: clean and care for Company maintenance buildings: any associated cleaning functions performed on Company premises: and perform other duties and functions related to the foregoing.

4.06 Delivery Agent - comprises all those who pick up and deliver freight, express and COMAT; perform chauffeur duties, as required; and perform other duties and functions related to the foregoing.

4.07 Vehicle Mechanic - comprises all those who maintain, recondition, modify and paint airport vehicles and equipment, including stands, carts, tow bars, etc. and perform other duties and functions related to the foregoing.

4.09 Storesperson - comprises all those who perform Stores functions, including the receiving, shipping, warehousing, stocking, delivery/pick-up and issuing of parts, tools and supplies; ensuring related paperwork and records are completed; the operation of motorized equipment and delivery vehicles: general cleaning of the Stores work area; and perform other duties and functions related to the foregoing.

4.09 Mini-STOC Coordinator-comprises all those who perform Mini-STOC Coordinator functions for the purpose of coordinating the Company's domestic and transborder operations at Toronto's Lester B. Pearson International Airport. Such functions may include delay coding and investigation; disseminating information; establish communications link between SOC and aircraft; communicating operational information to/from maintenance; communicating operational information to Air Canada for action; assembling and controlling the gate board;

computing all flight arrival/departure information via FMIS ii; conducting related air to ground communication; coordinating the movement of all cargo received from Air Canada; limited administration of customs paperwork, express and comet including the manifesting of transborder freight/comat; maintain records as required Including, but not limited to, the performance of radio/agris communications; cargo processing; maintain supplies; and perform other duties and functions related to the foregoing.

- 4.10 Notwithstanding the foregoing, and acknowledging that the methods used for accomplishing the work of scope employees might change from time to time, the work performed by scope employees will continue to be scope duties and functions as long as there is a requirement for that work to be done.
- 4.11 The Company and the Union may, by mutual agreement, combine any of the classifications described in this Article 4 or create new classifications. In this event, the Union may open the Agreement for the purpose of negotiating the job description and rates of pay for the affected classification(s), unless the change occurs within ninety (90) days prior to the termination of the Agreement, In which case the new job description and rates of pay will become a part of the normal bargaining process.
- 4.11.01 The provisions of Article 4.11 will also apply in the event the Company's maintenance facilities are altered to provide for the overhaul of the aircraft proper.

ARTICLE 5 - RATES OF PAY, PREMIUMS, TIME CLEARANCE, TIME RECORD

- 5.01 Monthly wages paid to employees shall be based on length of employment and on the work performed in the classifications covered by this Agreement.
- 5.02 The Company may, at its discretion, commence a new employee at any rate on the applicable wage scale; no employee, however, will be paid a rate in excess of the maximum rate in the applicable wage scale.
- 5.03 Scheduled advancement from one rate of pay to the next higher rate of pay in the wage scale established for each classification/category will occur upon completion of the period described in each wage scale. Additionally, the Company may advance an employee to a higher rate of pay in the wage scale as set out in a notice of vacancy when the employee transfers to another base and scheduled advancement to the next higher rate of pay will continue without interruption.
- 5.04 When an employee changes classification or progresses to another category, the employee's new rate of pay will be determined by moving the employee to the rate of pay in the new wage scale which is closest to their current rate of pay; however, if the new rate is less than what the employee was receiving, the employee will be advanced to the next higher level of the new scale. Scheduled advancement will continue in accordance with Article 5.03 without interruption.
- 5.05 The following are the rates of pay for all classifications/categories covered by this Agreement.

Aircraft Maintenance Engineer

	Effective July 1, 1999		Effective July 1, 2000		Effective July 1, 2001	
	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent
5 th year	4387.00	25.31	4541.00	26.20	4700.00	27.12
4 th year	4121.00	23.78	4265.00	24.61	4414.00	25.47
3 rd year	3948.00	22.78	4086.00	23.57	4229.00	24.40
2 nd year	3717.00	21.44	3847.00	22.19	3982.00	22.97
2 nd 6 mo.	3541.00	20.43	3665.00	21.14	3793.00	21.88
1 st 6 mo.	3372.00	19.45	3490.00	20.14	3612.00	20.84

Junior Engineer

	Effective July 1, 1999		Effective July 1, 2000		Effective July 1, 2001	
	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent
5 th year	3775.00	21.78	3907.00	22.54	4044.00	23.33
4 th year	3579.00	20.65	3704.00	21.37	3834.00	22.12
3 rd year	3404.00	19.64	3523.00	20.33	3646.00	21.04
2 nd year	3150.00	18.17	3260.00	18.81	3374.00	19.47
2 nd 6 mo.	2961.00	17.08	3065.00	17.68	3172.00	18.30
1 st 6 mo.	2868.00	16.55	2968.00	17.12	3072.00	17.72

Apprentice Engineer

	Effective July 1, 1999		Effective July 1, 2000		Effective July 1, 2001	
	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent
30 mo.	2717.00	15.68	2812.00	16.22	2910.00	16.79
24 mo.	2600.00	15.00	2691.00	15.53	2785.00	16.07
18 mo.	2370.00	13.67	2453.00	14.15	2539.00	14.65
12 mo.	2155.00	12.43	2230.00	12.87	2308.00	13.32
6 mo.	1959.00	11.30	2028.00	11.70	2099.00	12.11

Vehicle Mechanic

	Effective July 1, 1999		Effective July 1, 2000		Effective July 1, 2001	
	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent
5 th year	3583.00	20.67	3708.00	21.39	3838.00	22.14
4 th year	3359.00	19.38	3477.00	20.06	3599.00	20.76
3 rd year	3134.00	18.08	3244.00	18.72	3358.00	19.37
2 nd year	2909.00	16.78	3011.00	17.37	3116.00	17.98
2 nd 6 mo.	2716.00	15.67	2811.00	16.22	2909.00	16.78
1 st 6 mo.	2610.00	15.06	2701.00	15.58	2796.00	16.13

Storeperson

	Effective July 1, 1999		Effective July 1, 2000		Effective July 1, 2001	
	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent
5 th year	2724.00	15.72	2819.00	16.26	2918.00	16.83
4 th year	2537.00	14.64	2626.00	15.15	2718.00	15.68
3 rd year	2248.00	12.97	2327.00	13.43	2408.00	13.89
2 nd year	2169.00	12.51	2245.00	12.95	2324.00	13.41
2 nd 6 mo.	1943.00	11.21	2011.00	11.60	2081.00	12.01
1 st 6 mo.	1783.00	10.29	1845.00	10.64	1910.00	11.02

Delivery Agent

	Effective July 1, 1999		Effective July 1, 2000		Effective July 1, 2001	
	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent
4 th year	2462.00	14.20	2548.00	14.70	2637.00	15.21
3 rd year	2237.00	12.91	2315.00	13.36	2396.00	13.82
2 nd year	2013.00	11.61	2083.00	12.02	2156.00	12.44
2 nd 6 mo.	1847.00	10.66	1912.00	11.03	1979.00	11.42
1 st 6 mo.	1741.00	10.04	1802.00	10.40	1865.00	10.76

Ramp Attendant - Aircraft Cleaner

	Effective July 1, 1999		Effective July 1, 2000		Effective July 1, 2001	
	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent
5 th year	2604.00	15.02	2695.00	15.55	2789.00	16.09
4 th year	2411.00	13.91	2495.00	14.39	2582.00	14.90
3 rd year	2200.00	12.69	2277.00	13.14	2357.00	13.60
2 nd year	1978.00	11.41	2047.00	11.81	2119.00	12.23
2 nd 6 mo.	1778.00	10.26	1840.00	10.62	1904.00	10.98
1 st 6 mo.	1645.00	9.49	1703.00	9.83	1763.00	10.17

Mini-STOC Coordinator

	Effective July 1, 1999		Effective July 1, 2000		Effective July 1, 2001	
	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent
5 th year	3070.00	17.71	3177.00	18.33	3288.00	18.97
4 th year	2852.00	16.45	2952.00	17.03	3055.00	17.63
3 rd year	2635.00	15.20	2727.00	15.73	2822.00	16.28
2 nd year	2419.00	13.96	2504.00	14.45	2592.00	14.95
2 nd 6 mo.	2307.00	13.31	2388.00	13.78	2472.00	14.26
1 st 6 mo.	2198.00	12.68	2275.00	13.13	2355.00	13.59

Customer Sales & Service Agent

	Effective July 1, 1999		Effective July 1, 2000		Effective July 1, 2001	
	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent	Monthly Rate	Hourly Equivalent
5 th year	3023.00	17.44	3129.00	18.05	3239.00	18.69
4 th year	2798.00	16.14	2896.00	16.71	2997.00	17.29
3 rd year	2574.00	14.85	2664.00	15.37	2757.00	15.91
2 nd year	2351.00	13.56	2433.00	14.04	2518.00	14.53
2 nd 6 mo.	2172.00	12.53	2248.00	12.97	2327.00	13.43
1 st 6 mo.	2062.00	11.90	2134.00	12.31	2209.00	12.74

5.06 Premiums

506.01 **Crew Chief Premium:** Employees filling a Crew Chief position will be paid an hourly premium equal to ten percent (10%) of the Aircraft Maintenance Engineer hourly equivalent top rate and any other applicable premiums in addition to their basic pay. In the event there are other employees in the location below the classification of Crew Chief who are on a higher basic **rate** of pay than the employee in the Crew Chief position, the Crew Chief will then receive a premium which is equal to the ten percent (10%) hourly premium plus the difference between their hourly rate and the highest hourly rate that is being paid in that location. This differential will only apply to permanent Crew Chief positions.

5.06.02 **Lead Ramp Attendant Premium:** Employees filling a Lead Ramp Attendant position will be paid an hourly premium equal to ten percent (10%) of the Ramp Attendant hourly equivalent top rate and any other applicable premiums In addition to their basic pay. in the

event there are other employees in the location below the classification of Lead Ramp Attendant who are on a higher basic rate of pay than the employee in the Lead Ramp Attendant position, the Lead Ramp Attendant will then receive a premium which is equal to ten percent (10%) hourly premium plus the difference between their hourly rate and the highest hourly rate that is being paid in that location. This differential will only apply to permanent Lead Ramp Attendant positions.

5.06.03 Inspector Premium: Employees in the Inspector sub-category will receive an hourly premium equal to ten percent (10%) of the Aircraft Maintenance Engineer hourly equivalent top rate and any other applicable premiums in addition to their basic pay.

5.06.04 Shift Premiums: Shift premiums will be paid for each applicable hour or part thereof. |

Afternoon Shift - sixty-five cents (65) |
Night Shift - seventy cents (70) |
Midnight Shift - one dollar and twenty-five cents (\$1.25) |

5.06.04.01 The shift premium applicable to overtime will be based on the start of the shift or the start of the overtime, whichever is the greater premium.

5.06.04.02 The shift premium applicable to recall will be based on the start of the recall. In the event an employee works in excess of eight (6) hours on a recall and any portion of the time in excess of the first eight (6) hours occurs in a period of time where a premium or

higher premium is applicable, the premium or higher premium will be paid for all time worked in excess of the first eight (6) hours.

5.06.04.03 The midnight shift premium will be paid when the hours of the shift, recall or overtime extend over and through the period defined in Article 1.05.12.04.

5.06.04.04 In all cases, only one (1) type of shift premium will be paid for any period of work.

5.06.05 Crew Chief, Lead Ramp Attendant and Inspector premiums will be included in the calculation of an employee's regular pay or regular rate of pay under this Agreement for those employees holding permanent positions. Employees assigned temporarily to these positions pursuant to the provisions of Article 6 will be paid the premium only for the number of hours they are so assigned.

5.07 Pay Provisions

5.07.01 Pay dates will be the seventh (7th) and twenty-first (21st) day of each month.

5.07.02 Time debits and credits in excess of the maximums provided for in Article 13.04 and premiums will be cleared from the employee's Time Record on the tenth (10th) and twenty-fifth (25th) of each month and identified and paid on the first pay cheque following each date. Effective January 1, 2000, time debits and credits will be recorded to the nearest tenth (1/10) of an hour.

- 5.07.03 Recovery of pay errors will be limited to those errors which occurred during the twelve (12) calendar month period immediately preceding the discovery of the error.
- 5.07.03.01 When the error involves an overpayment to an employee which is being recovered by the Company, equal deductions will be made on each pay cheque over a six month period and, except for the residual balance, each deduction will not be less than ten dollars (\$10.00) or such larger amount as requested by the employee. In the event the employee's service with the Company is terminated, all monies due to the Company will be deducted from the final pay cheque.
- 5.07.03.02 Prior to any debits being initiated by the Company, the employee will be advised, in writing, of the error, the number of deductions to be made, the amount of each deduction and when the deductions will commence.
- 5.07.03.03 When an error involves an underpayment to an employee in the amount of fifty dollars (\$50.00) or more, the Company will make restitution within three (3) working days following the receipt of notice and verification of the underpayment. If the underpayment is less than fifty dollars (\$50.00) such error will be rectified and paid to the employee on the next regular pay following verification.
- 5.07.04 Each pay date employees will be provided with a pay statement clearly identifying all credits/debits made.

5.06 Time Records

5.08.01 Accurate time records shall be maintained for each employee which will be made available on request to the employee and the Union Officer.

5.08.02 The Company will, no later than ten (10) calendar days from the date(s) in Article 5.07.01, post a listing on appropriate bulletin boards reflecting a reconciliation of the Time Bank in Article 13.04 showing the following information for each employee in the location:

- Location
- Employee name
- Employee number
- Overtime/recall credits and time debits in accordance with Article 7.06.01
- Holiday Credits
- Hours withdrawn from the Time Bank as vacation, time off or pay
- Balance of hours in the Time Bank

ARTICLE 6 - HOURS OF WORK, SHIFT SCHEDULES, MEAL AND REST PERIODS

6.01 Standard Work Week and Work

6.01.01 The standard work week will be forty (40) hours. The standard work day will be eight (8) hours exclusive of a meal period and inclusive of rest periods.

6.01.02 Standard shift schedules will comprise of the standard work week of forty (40) hours which contain five (5) standard work days of eight (8) hours each excluding meal periods and including rest periods. Where operational requirements are such, the standard work day may be varied in span to provide for seven (7) or more hours but not in excess of nine (9) hours exclusive of a meal period and inclusive of rest periods. A ten (10) hour work day may only be utilized in a schedule which provides for three-sevenths (3/7) of the days off.

6.01.02.01 Notwithstanding the provisions of Article 6.01.02, the standard work day may be varied in such a manner as required to implement a shift schedule which is acceptable to the Company, the Union and a majority of the employees involved.

6.01.03 In any schedule or sub-schedule the total number of days off in the schedule will not be less than the following. The first day off in any block of days off must commence no later than 0800 hours except where the employee works overtime at the end of their last shift and as a result works beyond 0800 hours.

<u>Length of Work Day</u>	<u>Days Off</u>
Average of eight (8) hours	Two-sevenths (2/7)
Average of eight and one half (8 1/2) hours	One-third (1/3)
Average of nine (9) hours	Three-eighths (3/8)
Ten (10) hours	Three-sevenths (3/7)

Note: In no case will less than two (2) days off be scheduled in any block of days off.

6.02 Shift Schedules

6.02.01 Shift Schedules will be developed in accordance with the following:

6.02.01.01 At each location the Company will determine the staff requirements and will review those requirements with the Union. To satisfy the operational requirements of the Company and recognize the desires of the employees, the Company and the Union agree to co-operate in establishing Shift Schedules which meet those requirements.

6.02.01.02 Discussions relative to Shift Schedules will commence no later than thirty (30) calendar days prior to any change being implemented unless there is mutual agreement between the Company and the Union.

6.02.01.03 Shift Schedules will be posted at least fourteen (14) days, or shorter period by mutual agreement between the Company and the Union, prior to implementation and will continue in effect until a change is requested by the Company or the Union in which case the procedures described in Articles 6.02.01.01 and 6.02.01.02 will be followed.

6.02.01.04 Shift Schedules will meet the staff requirements and any difference between the established staff requirements and staff availability will be resolved so that Shift Schedules may be developed. All Shift Schedules will conform to the Collective Agreement and will not average more hours than the standard work week.

602.02 Unless otherwise agreed between the Union and Company in a location, between September 1 and 15 each year all shift schedules will be opened for seniority bid in each location. Each classification, category, sub-category and status will bid separately as required, as will Crew Chiefs and Lead Ramp Attendants. Shift schedules resulting from these bids will be posted as soon as possible following the end of the bid period, but prior to the vacation selection period, and will be effective January 1 of the following year. The provisions of Article 6.04 will not apply however, employees will not be credited for time gained or debited for time lost as a result of a change to their shift schedule. Adjustments to an individual employee's schedule resulting from a bid will be handled through a transition period designed to ensure there is a minimal loss or gain in hours. Such adjustments will be made only following consultation with the Union Representative for the location or their delegate.

6.03 Change of Shift or Days On and Days Off

6.03.01 The provisions of this Article 6.03 are intended to be used solely to cover the scheduled or unscheduled absence of employees within the scope of the Agreement and in the base due to annual vacations, sick leave, maternity leave, child care leave compassionate leave, bereavement leave and time off for Union Business. In addition, an employee's scheduled shift(s) or scheduled shift(s) starting time or scheduled day(s) on/day(s) off may be altered to meet training requirements, including the training of another employee.

6.03.02 Where more than one employee is available to provide the necessary coverage, the assignment will be offered in order of seniority. When various training dates are available for required

training, employees will be allowed their choice of dates in order of seniority.

- 6.03.03 Employees will be provided with not less than three (3) clear calendar days notice for a change of shift and not less than seven (7) clear calendar days notice of a change of days off. These time limits may be reduced if there are no employees available or willing to accept overtime or recall.
- 6.03.04 Employees who accept an assignment in accordance with Article 6.03.02 which results in them working on a scheduled day off will be granted one (1) day off for each such day worked to be taken at a time mutually agreeable to the Company and the employee but in any case within thirty (30) calendar days of the day worked and in conjunction with scheduled days off.
- 6.03.05 When an employee changes their work group, location, base, or classification under the provisions of Article 10 or Article 12, the Company may change that employee's shifts or days off. The minimum notice periods provided for in Article 6.03.03 will apply and the employee will be provided with detailed orders in writing, copies to the Union District Chairperson.
- 6.03.06 Where a vacation relief position is included in the staff requirements in a base it is agreed that, any time vacation or other relief is not required, the employee in the vacation relief position may, subject to the necessary notice required under Article 6.03.03, be used to cover time bank requests made pursuant to Article 13.04.02

6.04 Shift and Shift Schedule Changes

6.04.01 No employee will be adversely effected as to pay and/or days off when shift or shift schedule changes are Initiated by the Company. The Company will compute such effect for the period of time the employee was working on the shift schedule and the employee will be credited at the rate of one and one-half times (1 1/2X) for all time gained by which their scheduled hours exceeded the standard work week. The computation will cover the period between any changes.

6.05 Meal Periods

6.05.01 Meal periods will be of not less than thirty (30) minutes and not more than sixty (60) minutes duration to be taken away from the job.

6.05.02 One (1) meal period will be scheduled in each shift within one and one-half (1 1/2) hours on either side of the midpoint of each shift unless otherwise arranged according to the wishes of the majority of the employees involved.

6.05.03 It is recognized that occasionally due to the requirements of the service, the employee will be unable to take the meal period at the scheduled time. In such cases the meal period will be taken at a time available during the period provided for in Article 6.05.02. If this is not possible, the employee may elect to take the meal period at some other time during the balance of the shift agreeable to the Company or forego the meal period and claim an overtime credit in lieu thereof.

6.0504 An employee who works more than three (3) hours overtime prior to or after their shift will be provided with an additional unpaid meal period and will receive the lunch meal allowance provided for in Article 19.06.02 supported by an expense claim.

6.0505 An employee who works in excess of eight (6) hours overtime prior to or after their shift will become entitled to an additional unpaid meal period at the completion of each eight (6) hour period and will receive the lunch meal allowance provided for in Article 19.06.02 supported by an expense claim.

6.0506 Employees who report to work a recall will be provided with an unpaid meal period and employees who work more than eleven (11) hours on a recall will be provided with an additional unpaid meal period. In each case the employee will receive the lunch meal allowance provided for in Article 19.06.02 supported by an expense claim.

6.0507 An employee who is unable to take a meal period granted under the provisions of Article 6.05.04, 6.05.05 or 6.05.06 will be credited with thirty (30) minutes at the applicable overtime or recall rate.

6.06 Rest Periods

6.06.01 Rest periods will be of not less than fifteen (15) minutes duration to be taken on Company time away from the job.

6.06.02 Two (2) rest periods will be scheduled in each shift. A rest period will be scheduled in each half of that shift but not in conjunction with the meal period nor the start or termination of a shift and it will be

scheduled in such a manner as to provide the benefits for which it is intended.

6.06.03 In the event that an employee is unable to take a rest period at the scheduled time, due to the requirements of the service, the rest period will be taken at a time available during the hour following the originally scheduled commencement. If this is not possible, the employee may elect to have the rest period rescheduled at some other time during the balance of the shift agreeable to the Company or forego the rest period and claim an overtime credit in lieu thereof.

6.06.04 Employees who work overtime will be granted a rest period in each overtime period of two (2) to four (4) hours and employees who report to work a recall will be granted a rest period in each recall of up to four (4) hours and in each subsequent period of two (2) to four (4) hours.

6.06.05 An employee who is unable to take any rest period granted in accordance with Article 6.06.03 or 6.06.04 will be credited in the amount of the rest period at the applicable overtime or recall rate.

6.07 Off Duty Period

6.07.01 All scheduled shifts for an employee will contain periods of not less than nine (9) consecutive hours off duty between the termination of one shift and the start of the next shift.

6.07.01.01 Notwithstanding the provisions of Article 6.07.01, the nine (9) hour off duty period between scheduled shifts may be reduced provided such reduction is acceptable to the Company, the Union

and two-thirds (2/3) of the employees involved. In no case however will the off duty period be reduced to less than six (6) hours.

6.07.02 If an employee does not have the minimum hours off duty prior to the start of their scheduled shift after working overtime or recall, either they will not be required to report for duty until the minimum hours off duty have elapsed (without time debit) or they will be required to report for the scheduled shift and be credited with double time, plus regular pay for those hours by which their off duty time is less than the minimum.

6.07.03 If an employee reports to work overtime prior to a scheduled shift which results in less than the minimum hours off duty since the termination of their previous shift, overtime or recall, they will be credited at straight time for all time by which the off duty period is less than the minimum in addition to all applicable overtime credits.

6.07.04 The provisions of 6.07.02 and 6.07.03 will not apply in situations which occur as a result of a shift trade.

6.08 Shift Trades

6.08.01 Employees will have the right to trade shifts and days off or to arrange for another employee to work their shift or part of their shift when arranged in written form and approved by Management.

6.08.02 Shift trades are subject to the following conditions.

- 6.08.02.01 The employee covering the shift must be qualified to perform the work.
- 6.08.02.02 All time credits for the scheduled duration of the shift will be credited to the employee originally scheduled to work the shift.
- 6.08.02.03 All premiums will be credited to the employee who actually works.
- 6.08.02.04 Holiday credits applicable to the shift will be credited to the employee who actually works. The employee originally scheduled to work the shift will receive the holiday credits applicable to a day off.
- 6.08.02.05 All overtime and recall credits will be credited to the employee who actually works the overtime or recall.
- 6.08.02.06 All time debits will be deducted from the employee who has agreed to work the shift.
- 6.08.02.07 Sick leave provisions will apply to the employee who has agreed to work the shift.
- 6.08.02.08 Employees will record cancellation of shift trades in advance.
- 6.08.02.09 The Company and Union recognize that an employee's ability to trade shifts with other employees is acceptable but it is not intended to allow employees to be absent from the workplace for extended periods of time nor to take alternate employment.

ARTICLE 7 - OVERTIME AND RECALL

7.01 All overtime will be offered to employees by authorized Management personnel. In the event that Management is not available, the employee will be credited in accordance with Article 7.03, as applicable, for all time worked which was necessary to perform those duties essential to the continued operation and/or service to the customer.

7.01.01 It is recognized that occasionally employees will be required to remain beyond the termination of their shift in the event a flight would otherwise be delayed or cancelled.

7.01.02 Employees in the Ramp Attendant and Customer Sales and Service classification will be required to remain beyond the termination of their shift for flights which become delayed for arrival or departure into periods when no other employee in their classification is scheduled to work. Additionally, employees in these classifications may be required to report for work up to one (1) hour prior to the scheduled start of their shift for flights which, on short notice, are scheduled to arrive or depart during periods when no other employee in their classification is scheduled to work.

7.02 A work day will be a twenty-four (24) hour period beginning at midnight. All time worked in any tour of duty, including overtime and recall, will be considered as work performed on the work day on which the shift or recall began.

7.03 Overtime

7.03.01 All time worked by an employee outside the scheduled shifts and consecutive with the shift will be considered as overtime and will be credited as follows:

<u>Overtime Credits</u>	
(N = Scheduled Shift)	
Time	Credit
N to N +4	1-1/2X
Over N +4	2 x

7.03.02 Overtime of three (3) or more hours prior to the start of a shift will be credited for a minimum of four (4) hours at the applicable overtime rate.

7.04 Recall

7.04.01 If an employee is requested to work on a regular work day not consecutive with their shift, or to work on a day off, the employee will be credited as follows:

<u>Recall Credits on a Work Day</u>	
Time	Credit
First Four (4) Hours	1 1/2X
Beyond First Four (4) Hours	2 X

<u>Recall Credits on a Day Off</u>	
Time	Credit
Up to Eight (8) Hours	1 1/2X
Over Eight (8) Hours	2 x

7.04.02 The minimum recall credit will be four (4) hours at the applicable recall rate.

7.05 Time Off

7.05.01 Time off will only be granted in accordance with the desires of the employee and only if the requirements of the Company permit. Time off requests for more than thirty (30) consecutive calendar days will be handled in accordance with Article 11.01. Once time off is granted, it may not be cancelled except by mutual agreement between the Company and the employee and including, if applicable, the employee who is covering the period of time off which had been granted.

7.06 Clearance of Credits/Debits

7.06.01 All overtime/recall credits and time debits will be directed to the employee's time bank provided for in Article 13.04 up to the described maximum. Hours in excess of the maximum will be cleared in accordance with Article 5.07.02.

ARTICLE 8 - RELIEF AND SPECIAL ASSIGNMENTS

8.01 Selection of employees for relief and special assignments will be on the basis of the most senior volunteer available in the appropriate classification, category or sub-category providing the employee meets the requirements/qualifications required for the relief or special assignment.

6.02 Crew Chief

8.02.01 An employee who is assigned, temporarily, to relief duties as a Crew Chief, or to perform the duties of a Crew Chief during periods when a Crew Chief is not scheduled to work, will be paid in the same manner as though they had been appointed in accordance with Article 4.02.03.01. Employees who have accepted such assignments will not be granted preference in the selection of employees for permanent Crew Chief positions.

8.03 Lead Ramp Attendant

8.03.01 An employee who is assigned, temporarily, to relief duties as a Lead Ramp Attendant will be paid in the same manner as though they had been appointed in accordance with Article 4.04.01.

6.04 Another Base

8.04.01 An employee who accepts a relief assignment at another base will receive expenses and allowances as described in Article 19.06. Travel to and from the assignment will be in accordance with Article 8.06.

8.05 Special Assignments

8.05.01 Employees may be offered assignments which are not relief assignments in accordance with the following:

8.05.02 **Charter** Flights: Employees who accept an assignment to a charter flight will receive expenses and allowances as described in Article

19.06. Travel to and from and during the assignment will be in accordance with Article 8.06.

8.05.03 **Out of Base:** Employees who accept an assignment outside their regular base will receive expenses and allowances as described in Article 19.06. Travel to and from the assignment will be in accordance with Article 6.06.

8.0504 Training Instructor: Positions involving the training of bargaining unit employees may be offered for up to an accumulated total of sixty (60) working days per employee in any calendar year. The availability of such assignments will be posted and will outline the particulars of the assignment including the **date(s)**, hours and travel which would be involved. The Company will assess the ability of the employee who accepts the assignment to do the job during an appropriate trial period not to exceed 10 working days. Employees who accept an assignment will be subject to having their shift schedule revised in order to satisfy the training schedule but such revisions will be subject to the provisions of Articles 6.03.03 and 6.03.04. Where the employee accepts an assignment outside of their regular base, the employee will receive expenses and allowances as described in Article 19.06 and travel to and from the assignment will be in accordance with Article 8.06. The employee involved and the Union District Chairperson will be advised in writing of any assignment under this Article.

8.06 Travel

8.06.01 Travel to and from a relief or special assignment, or for training, will be in accordance with the following:

- 8.06.02 Travel time, including forty-five (45) minutes pre-flight and fifteen (15) minutes post-flight ground time. If an employee is travelling by air, will be considered time worked.
- 8.06.02.01 In the event an employee travels on a holiday, travel time credits will be added to those hours credited in accordance with Article 13.03.
- 8.06.02.02 An employee who travels on a scheduled day on will not be debited if travel time is less than their scheduled shifts.
- 8.06.02.03 All travel not requested by the Company will be done on the employee's own time.
- 8.06.03 The Company will provide the employee with positive space air transportation to and from the assignment. The provision of additional air transportation during the assignment will be subject to agreement between the Company and the employee concerned.
- 8.06.04 An employee may, if requested or authorized by the Company, utilize a Company vehicle for the purposes of travelling to and/or from an assignment. Such travel may also include the transportation of parts and/or equipment to be used by the employee during the assignment.
- 8.06.05 Subject to prior mutual agreement between the Company and the employee, the employee may use their own transportation to travel to and from an assignment. In such case, the employee will receive automobile expenses at 300 per kilometre, or such greater amount as provided for under Company policy, and travel time will be equal

to the normal flying time between the employee's base and the assignment.

8.06.06 No employee will be required to attend training and travel on the same day for a period in excess of ten (10) hours. When the training is of more than one (1) days' duration, this limitation will not apply on the day on which the employee returns to their base.

ARTICLE 9 - PROBATION

9.01 Employees hired into any classification covered by this Agreement and Company personnel entering into any classification covered by this Agreement will be required to serve a probationary period of six (6) calendar months from the first day of work, including training. In the event that a probationary employee is absent from work for any reason excluding regularly scheduled days off, for more than seven (7) calendar days during the six month probationary period, the Company may extend the employee's probationary period by the number of days such employee was absent from work.

9.02 The Company has the right to discharge probationary employees during their probationary period who are found to be unsuitable for continued employment.

9.03 In the event of a staff reduction, probationary employees will be affected in inverse order of seniority and shall not have the right to bump another employee or to lay off and recall. They will, however, be offered vacancies not bid by other employees.

ARTICLE 10 - SENIORITY AND STAFF REDUCTION

10.01 Seniority will be established by classification on a system basis and will date from an employee's permanent entry into a classification covered by this Agreement.

Note: An employee's permanent entry date as it relates to Article 10.01 means the first day for which an employee is credited with time worked for pay purposes and time spent in training will be considered as time worked.

10.02 In cases where two or more employees have the same seniority date, the sequence of seniority will be determined by the application of the following in the order stated:

10.02.01 Company Service Date (date marking the beginning of continuous employment with the Company).

10.02.02 Social Insurance Number, using the last three digits reversed, the lower number being the more senior.

10.02.03 By lot, in a manner mutually established by the Company and the Union.

10.03 Seniority Lists

10.03.01 Seniority Lists will be prepared, corrected, amended and published in the following manner:

- 10.03.01.01 Not later than March 30 and September 30 each year, the Company will post at each location complete Seniority Lists for each classification described In Article 4 which will include employees as of March 1 and September 1, respectively. These lists will show for each employee listed thereon, In order of seniority, the employee number, name, category, location, Company Service Date, Seniority Date, status and sequencing determinant described in Article 10.02.02. In addition, the list will contain a second part which will show credits earned in other classifications and the seniority retained by employees who accepted a position outside the scope of the Agreement.
- 10.03.01.02 It will be the responsibility of each employee to examine the list and make written request for any correction during the thirty (30) calendar days following posting. The request will be forwarded to the Company by way of the form described in Appendix 2 and in accordance with the instructions included on each seniority list with a copy to Union Headquarters.
- 10.03.01.03 All requests for corrections will be acknowledged and will be actioned after consultation with the Union within thirty (30) days of receipt. Any corrections will become effective Immediately and will be incorporated in the next posted seniority lists.
- 10.03.01.04 Notwithstanding the foregoing, the Union may request corrections to the seniority lists at times other than those stipulated. Such corrections will become effective

immediately and will be incorporated in the next posted seniority lists.

10.04 Retention of Seniority

10.04.01 Seniority will be maintained and accumulated during:

10.04.01.01 Absence due to lay off or "Off Duty Status".

10.04.01.02 Sickness or accident.

10.04.01.03 Authorized leave of absence (subject to Article 11.01.10).

10.04.01.04 Suspension with or without pay.

10.04.01.05 Legal detention.

10.04.01.06 Strike or lockout.

10.04.02 Employees permanently reclassified within the scope of the Agreement will take their seniority with them to their new classification.

10.04.03 For the purposes of Articles 10.06 and 10.07, Staff Reduction, Lay Off and Recall, employees permanently reclassified from one classification to another within the Collective Agreement will retain the seniority accrued to the time of reclassification and will commence accruing seniority in their new classification in accordance with Article 10.01; their seniority sequence in their

new classification will be established in accordance with Article 10.02.

10.04.04 Employees who accept a position outside the scope of the Agreement will retain the seniority accrued to that time for a period of one (1) year.

10.04.05 A person who is returned from a position outside the scope of the Agreement to a covered classification and who has retained seniority in accordance with Article 10.04.04, will be returned to a vacancy not bid by a covered employee and will have their seniority date adjusted and their position on the seniority list altered as follows:

10.04.05.01 Accrual of seniority will recommence from the date the employee returns to a covered classification; their retained seniority, however, will not be effective in the exercising of any seniority rights until the employee has been back in the scope of the Agreement for a period of twenty-six (26) consecutive weeks.

10.05 **Loss of Seniority**

10.05.01 An employee will lose their seniority and their name will be removed from the seniority list only in the following circumstances:

10.05.01.01 When voluntarily leaving the Company;

10.05.01.02 When discharged for just cause and is not reinstated;

- 10.05.01.03 When laid off for a period in excess of thirty-six (36) consecutive months;
- 10.05.01.04 Desertion of service (resignation without notice);
- 10.05.01.05 When the employee has been in a position with the Company outside the scope of this Agreement for a period in excess of one (1) year;
- 10.05.01.06 When retired with or without pension.

10.06 Staff Reduction

- 10.06.01 Staff adjustments will be made in accordance with the following. For the purposes of this Article 10.06, seniority will be the seniority accrued in the affected classification.
 - 10.06.01.01 For classifications other than the Engineer classification, staff adjustments will be made within the classification and status in the base in inverse order of seniority, including probationary employees.
 - 10.06.01.02 In the Engineer classification, staff adjustments will be made within the affected sub-category in the base in inverse order of seniority, including probationary employees.
- 10.06.02 An employee who may be affected by a staff reduction will be given no less than twenty-one (21) calendar days notice in writing, personally, stating the date the staff reduction will be effected

and, at the time the notice is given, will be provided with the following:

- 10.06.02.01 A list of positions in their classification in their base filled by employees less senior to them, including employees in the other status, which they would have the qualifications to attain under the provisions of Article 12, and into which the employee can bump.
- 10.06.02.02 A list of positions in their classification in the same status in other bases filled by employees less senior to them, which they would have the qualifications to attain under the provisions of Article 12, and into which the employee can bump.
- 10.06.02.03 A list of positions in any other classification in the same status filled by employees with less seniority than that retained by them in that classification and into which the employee can bump.
- 10.06.02.04 A list of vacancies in both statuses for which their seniority is sufficient to attain.
- 10.06.02.05 If no positions are available to the employee under Articles 10.06.02.01 through 10.06.02.04, the employee will be advised of the base with the most junior employee in the other status in their classification provided that employee is less senior.

- 10.06.03 During the period between the receipt of the notice provided for in Article 10.06.02 and the expiry of the fourteen (14) calendar day period for the employee to advise the Company of their decision to exercise bumping rights to another base or to fill a vacancy in another base, an employee will be provided with up to three (3) working days off without pay, to survey the base(s) which are available. Such time off will be granted as promptly as possible, consistent with the desires of the employee. Free positive space transportation on the Company's system to the base(s) available will be provided to the employee, spouse and children eligible for free and reduced transportation under Company policy.
- 10.06.04 Within fourteen (14) calendar days of receipt of the notice provided for in Article 10.06.02, the employee will advise the Company, in writing, of their preferred option(s) and will list such option(s) in order to preference.
- 10.06.05 Employees' preferences will be honoured in order of seniority and in the order of Article 10.06.05.01 first, then Article 10.06.05.02, and then Article 10.06.05.03.
- 10.06.05.01 Bumping into a position in their base In their classification, in either status, which is filled by a less senior employee and for which they would have the qualifications to attain under the provisions of Article 12.
- 10.06.05.02 In the event no position is available in accordance with Article 10.06.05.01, or if the employee chooses not to bump an employee in the other status:

- bumping into a position in another base in their classification and in their status which is filled by a less senior employee and for which they would have the qualifications to attain under the provisions of Article 12; or,
- bumping into a position in another classification and in their status which is filled by an employee with less seniority than that retained by them in that classification; or,
- filling a vacancy in another classification in either status for which they would have the seniority and qualifications to attain under the provisions of Article 12.

10.06.05.03 In the event no position is available in accordance with Articles 10.06.05.01 and 10.06.05.02, the employee will be permitted to bump the most junior employee in the other status in their classification in the system provided that employee is less senior.

10.06.06 Employees who do not advise the Company of their decision and/or preference within the fourteen (14) calendar days provided for in Article 10.06.04 will have their selection actioned, in order of seniority, only after all those who have complied properly with that provision have been actioned.

10.06.07 Employees who do not advise the Company of their decision and/or preference will be laid off with recall rights twenty-one (21)

calendar days after receipt of the notice provided for in Article 10.06.02.

10.06.08 Employees will be provided with fourteen (14) calendar days notice of a change of position in their base and thirty (30) calendar days notice of change of position to another base. When an exception to the reporting date is desired by the Company or the employee, the employee's Union Representative will be contacted and the employee will report to their new position on the date agreed to by the parties.

10.06.09 Within ten (10) calendar days of receipt of the notice provided for in Article 10.06.02, each employee who received such notice will be advised, In writing, of their situation regarding the staff reduction.

10.07 **Lay Off and Recall**

10.07.01 If no vacancy exists, or if the employee does not have sufficient seniority or qualifications to bump into another position within their base, or if the employee does not elect to fill a vacancy or bump into a position in another classification or in their own classification, category or status, as applicable, in another base, the employee will be placed on lay off with recall rights effective twenty-one (21) calendar days after receipt of the notice provided for in Article 10.06.02 except in those cases where a delay may be required for a senior employee to assume the position of an affected employee.

- 10.07.02 Within fourteen (14) calendar days of being laid off, the employee may select, in order of preference, those positions to which they will accept recall which will be In addition to that position from which they were laid off. Such advice will be forwarded to the Company in writing within the specified time limit but may be modified in the same manner at any time thereafter providing such modification has been received prior to the initiation of a notice of vacancy provided for in Article 10.07.04.
- 10.07.03 An employee holding laid off status will advise the Company of any change of address, with a copy to the Union Headquarters.
- 10.0764 Notice of vacancies will be sent by Registered Mail to the most senior laid off employee who was laid off from the position where the vacancy occurred, or, to the most senior laid off employee who has the qualifications and has, in accordance with Article 10.07.02, requested recall to a position where a vacancy has occurred, whomever is the most senior.
- 10.07.05 The notified employee must advise the Company within three (3) | clear calendar days from receipt of the notice of vacancy if they | wish to accept recall. Advice shall be forwarded by Telegram or | fax and will be directed to the person who originated the notice. |
- 10.07.06 Employees accepting recall to a position within their original base will report for duty within fourteen (14) calendar days of advice to the Company of intent to return and employees accepting recall to a position outside their original base will report for duty within thirty (30) calendar days of advice to the Company of intent to return. Notwithstanding the foregoing, employees employed by

another employer at the time of recall will be allowed such time as is necessary to give that employer reasonable notice of termination. In addition, these periods may be altered with mutual agreement. In other extenuating circumstances.

10.07.07 An employee who, without reasonable cause, does not comply with Article 10.07.03 or Article 10.07.05, or, having accepted recall, fails to return within the time limit as set forth in Article 10.07.06, will be considered to have resigned.

10.07.08 An employee who refuses to accept recall to a permanent position to which they have advised the Company they would accept recall, in accordance with Article 10.07.02, will be considered to have resigned.

10.08 Notice and Correspondence

10.08.01 All notices and advice relating to Article IO will be in writing and copied to Union Headquarters.

10.09 For the purposes of Article IO, qualifications will apply only to the classifications of Engineer and Vehicle Mechanic and will be those qualifications as defined by Article 12.03.01

ARTICLE II- LEAVES OF ABSENCE AND SICK LEAVE

11.01 **Leave of Absence - Voluntary**

- 11.01.01 When the requirements of the Company permit, an employee, upon written request through their immediate supervisor, may be granted a voluntary leave of absence without pay for a period exceeding thirty (30) consecutive calendar days but not exceeding one (1) year. Requests for thirty (30) consecutive calendar days or less will be handled as time off in accordance with Article 7.0501.
- 11.01.02 Requests for leaves of absence will be considered in order of seniority among those on hand at the time of granting.
- 11.01.03 The Company will indicate its approval of the leave in writing, including commencement and termination dates, preferably fourteen (14) or more calendar days prior to the requested commencement date of the leave. Once approved, a leave may not be cancelled except by mutual agreement between the employee and the Company.
- 11.01.04 If the employee wishes to return to work prior to the approved termination of the leave, the employee shall make the request to their immediate supervisor. The request shall be in writing at least fourteen (14) calendar days in advance of the requested termination date: in extenuating circumstances, the fourteen (14) day requirement may be waived. The Company may authorize a return to work on the date requested or another day mutually acceptable to both Company and employee, or the Company may deny the request.
- 11.01.05 When a leave of absence is terminated prior to the originally approved date, no other employee will be displaced. The

Company will advise the employee in writing of its decision on the request to terminate the leave.

- 11.01.06 A leave of absence may be extended upon written request to the Company, copied to Union Headquarters, provided the request is received no later than fourteen (14) days prior to the termination of the leave of absence and provided there is mutual agreement between the Company and the Union at the Headquarters level to extend the leave of absence.
- 11.01.07 An employee who engages in other employment while on leave of absence shall be deemed to have resigned unless they have specific permission to engage in such other employment from the Company with Union Headquarters' concurrence in writing.
- 11.01.08 Pay progressions shall be retarded by a period of time equal to the length of the leave of absence.
- 11.01.09 Employees on a voluntary leave of absence will have their vacation entitlement reduced in accordance with Article 14.02.04.
- 11.01.10 Seniority will continue to accrue during the first ninety (90) consecutive calendar days of the leave of absence. On termination of a leave of absence which extends beyond ninety (90) consecutive calendar days, the employee will be assigned an adjusted Seniority Date which will reflect that part of the leave of absence which exceeded ninety (90) consecutive calendar days.

11.02 Leave of Absence - Maternity

- 11.02.01 Maternity leave of absence without pay shall be granted to employees in accordance with the following:
- 11.02.02 The employee must request her leave of absence in writing, accompanied by a medical certificate certifying pregnancy and specifying the estimated date of her confinement and an anticipated date of return to duty, four (4) weeks prior to the date she intends to commence such leave. Maternity leave shall consist of a period not exceeding six (6) months unless otherwise provided herein.
- 11.02.03 Maternity leave shall commence not more than ninety (90) days prior to the expected date of termination of pregnancy except upon direction from the employee's doctor, supported by a medical certificate. Such exception shall be considered Maternity Leave but shall not be considered as part of the six (6) months referred to herein.
- 11.02.04 If the date of termination of pregnancy is later than the date specified in the medical certificate, provided under Article 11.02.02, the number of days difference between the estimated date of termination of pregnancy and the actual date of termination of pregnancy shall be considered as Maternity Leave but shall not be considered as part of the six (6) months upon direction from the employee's doctor supported by a medical certificate.

- 11.02.05 It is the responsibility of the employee to afford the Company notice of any change in the anticipated date of return to duty, provided under Article 11.02.02. If the new anticipated date falls within the six (6) months, the new date will be considered the date of return to duty, whether the new anticipated date of return to duty is on a day earlier or later than previously anticipated. Maternity Leave will be extended when supported by a medical certificate.
- 11.02.06 The employee shall be reinstated in her former function, or in a comparable function, at her original location, subject to Article 10.
- 11.02.07 Reference herein to a medical certificate shall mean a certificate signed by a qualified medical practitioner chosen by the employee.
- 11.02.08 If, following the termination of the Maternity Leave, the employee desires additional leave prior to returning to duty, the employee may request a personal leave of absence in accordance with Article 11.01 or a Child Care leave of absence in accordance with Article 11.03.

11.03 Leave of Absence - Child Care

- 11.03.01 A Leave of Absence without pay for the purpose of Child Care will be granted to employees in accordance with the following.
- 11.03.02 Any Leave of Absence granted under this Article 11.03 will not exceed one hundred and sixty-eight (168) calendar days. If two (2) employees are involved, the aggregate amount of such leave

that may be taken by the two (2) employees in respect of the care of any one (1) child shall not exceed a total of one hundred and sixty-eight (168) calendar days.

11.03.02.01 Notwithstanding the provisions of Article 11.03.02, in the case of Adoption, the maximum period of leave will be one hundred and sixty-eight (168) calendar days or such greater amount as required in order to comply with the legal requirements of the province in which the employee(s) reside or the province in which the child is adopted.

11.03.03 Commencement of a Leave of Absence - Child Care will be in accordance with the following and as the employee elects:

11.03.03.01 Female Employee

The leave will commence.

- a) on the expiration of a Leave of Absence taken by her under the provisions of Article 11.02 or any extension thereof under the provisions of Article 11.02.05, or
- b) on the day the child is born, or
- c) on the day the child comes into her actual care and custody.

11.03.03.02 Male Employee

The leave will commence,

- a) on the expiration of a Leave of Absence taken by a female employee under the provisions of Article 11.02 or any extension thereof under the provisions of Article 11.02.05, or
- b) on the day the child is born, or
- c) on the day the child comes into his actual care and custody.

11.03.04 In the application of Article 11.03.03, in the case of Adoption, the leave shall commence on the day the child comes into their actual care and custody.

11.03.05 It shall be the responsibility of each employee to provide as much notice as possible to the Company, in writing, indicating the approximate commencement and termination date of the leave.

11.03.06 The employee shall be reinstated in their function or in a comparable function, at their original location, subject to Article 10.

11.03.07 If, following the termination of the Child Care Leave, the employee desires additional leave prior to returning to duty, the employee may request a personal leave of absence in accordance with Article 11.01

11.04 Leave of Absence- Union Business

- 11.04.01 An employee who has been elected or appointed by the Union to carry out authorized business of the Union on a full-time basis will be granted a leave of absence for that purpose. The Union will advise the Company of the name of such employee, the term of the leave and the purpose. The Union will repay the Company for the Company's costs incurred in employee benefit plans and the employee will continue to pay their contributions to the Company. The Company will provide the employee with free and reduced rate transportation benefits in accordance with Free and Reduced Rate Transportation regulations and will also provide free "space available" transportation, together with the ability to purchase reduced rate transportation, over the lines of the Company which will only be used in the execution of their duties. When meetings with the Company are involved, the employee will be provided with free "positive space" transportation over the lines of the Company consistent with rules governing positive space business travel. The employee will continue to accrue seniority and service while on leave of absence.
- 11.04.02 The number of employees granted a leave of absence under the provisions of Article 11.04.01 will not exceed one (1) at any time unless another employee is elected to the office of President, in which case the number will not exceed two (2).

11.05 Sick Leave

- 11.05.01 An employee absent from work due to an illness or injury (other than an illness or injury covered by Workers' Compensation) shall be allowed sick leave with pay as outlined below.
- 11.05.02 Employees will be credited on the first day of each month with one (1) day sick leave for each month or part thereof beginning with the first full month of service.
- 11.05.03 Company personnel entering into a classification covered by the Collective Agreement shall be credited with sick leave with pay equal to the amount accrued prior to entering the scope of the Agreement. Where sick leave was accrued in hours it shall be converted at the rate of one (1) day for each eight (8) hours.
- 11.05.04 Unused days from each calendar month may be accumulated, to a maximum of twenty-five (25) days.
- 11.05.05 Accrued sick leave credits will be reduced when an employee is absent due to illness or injury until such time as the credits are exhausted or disability insurance benefits commence. A full day will be debited for each full shift or part-shift absence, including shift trades as provided for in Article 6.08.02.07.
- 11.05.06 The unused portion of an employee's sick leave credits will accrue and at the employee's option may be paid out on retirement or applied towards early retirement.
- 11.05.07 The applicable pay for sick leave shall be the employee's regular rate of pay in effect at the time the sick leave is taken.

- 11.05.07.01 In order to qualify for sick leave with pay, an employee must make every reasonable effort to notify the Company of their intended absence due to illness or injury at least one (1) hour prior to the commencement of their shift.
- 11.05.07.02 Paid sick leave is for the sole and only purpose of protecting the employee against loss of income while they are legitimately ill or injured. Any employee using these provisions for any other reason may be subject to discipline.
- 11.05.08 The applicable pay for the pay out of sick leave credits will be the employee's regular rate of pay in effect immediately prior to their retirement or early retirement.

11.06 Leave of Absence-Bereavement

- 11.06.01 When a death occurs in the immediate family of an employee, the employee shall be granted bereavement leave with pay for five (5) consecutive calendar days. Such leave will normally commence with the first day following the death or advice of death.
- 11.06.02 Immediate family is defined as: spouse (including common-law spouse and same sex partner as defined by Company regulations), children of employee and/or spouse (including adopted, foster, or ward children), parents of employee or spouse, grandparents of employee or spouse, grandchildren of employee or spouse, brothers and sisters of employee or spouse, including other relatives residing with the employee.

11.06.03 In unusual circumstances where the deceased is not a member of the immediate family (e.g., guardian), bereavement leave will be at the discretion of the Company.

11.06.04 Additional leave without pay up to a maximum of ten (10) calendar days may be granted without reference to Article 7.05 and will be considered as Bereavement Leave without pay.

11.07 **Leave of Absence - Jury Duty and Court Appearance**

11.07.01 Employees who are subpoenaed to serve as a juror or appear as a witness will be granted leave for that purpose. If any compensation received is less than the employee's regular rate of pay for the duration of the leave period, the Company will reimburse the difference to the employee.

11.08 **Leave of Absence - Compassionate**

11.06.01 Compassionate Leave (excluding Bereavement Leave) may be granted depending on the nature of the circumstances. Such leave may be with or without pay, as determined by the Company.

11.09 **Leave of Absence - Family Care**

11.09.01 An employee who is required to attend to the care of a sick or injured family member shall be granted, on short notice, up to three (3) days leave per year without pay for such purpose. The employee requiring such leave will endeavour to provide as much notice as possible to their immediate supervisor/manager and will provide a written statement upon return to work indicating which

family member was sick or injured. At the employee's option, loss of pay for the time required will be offset by a time bank withdrawal under the provisions of Article 13.04.

ARTICLE 12 - TRANSFERS

- 12.01 When a vacancy occurs within a classification covered by this Agreement all employees will be advised by way of notice of vacancy which will set out the classification, sub-category, minimum rate of pay, status, the qualifications required to do the job, the base and location of the job, the commencement date of the job and the closing date for applications. Such notice of vacancy will be posted on appropriate bulletin boards for a specified period of at least ten (10) calendar days duration and will be copied to all Union District Chairpersons and the Bargaining Committee Chairperson.
- 12.02 Employees wishing to fill a posted vacancy will apply, in writing, in accordance with the instructions contained in the notice of vacancy with a copy to their Union District Chairperson. |
- 12.02.01 In the event an employee expects to be absent during the period when a notice of vacancy will be posted they may file a letter of preference, copy to the Union District Chairperson, indicating their desire to transfer and such will be considered as an application to transfer as described in Article 12.02.
- 12.03 In filling vacancies, the job will be awarded to the senior applicant whose application is received prior to the closing date, provided the applicant:

- (a) is qualified to do the job;
- (b) agrees to change their base to the base requested by the Company;
- (c) has served in their present sub-category, with the exception of Line Maintenance, for at least twelve (12) months.

An employee who has been affected by a staff reduction in their sub category, and as a result accepts a position in another sub-category in the same base, will have their application to fill a vacancy in their previous sub-category actioned prior to the request of another employee, and notwithstanding (c) above, provided the vacancy is posted within (12) months since the employee served in their previous sub-category. The accumulation of this twelve (12) month period will be suspended upon the employee's return to their previous sub-category but will not be terminated until sixty (60) calendar days following the date of return. If the employee is affected by a staff reduction during this sixty (60) calendar days and again accepts a position in another sub-category, the accumulation of the twelve (12) month period will resume.

12.03.01 Qualified to do the job as referred to in Article 12.03 shall apply as follows: |

- a) For transfers into the Engineer or Vehicle Mechanic classifications and to the filling of vacancies in the sub-categories of Avionics, Wheels and Brakes and Inspector, qualified to do the job means that the employee possesses the special qualifications required for the classification or |

sub-category in accordance with Government regulations or the Company Maintenance Procedures Manual. Additionally, in the event there is a vacancy in the Engineer classification in a base or location where the direct supervision of Management or a Crew Chief is not available, the Company may require a reasonable level of experience on the equipment type.

- b) For transfers into all other classifications, qualified to do the job means that the employee has passed a basic and general knowledge examination established by the Company and as provided for in Appendix 6.
- c) In both cases, the seniority of the employees with the necessary qualifications or the required level of experience will be the determining factor. Employees whose requests are bypassed will be advised in writing by the Company and such advice will include an explanation.

12.04 Where employees who meet the requirements of Article 12.03 have submitted applications for a vacancy but where, within fourteen (14) days of the closing date the Company has not awarded the vacancy, and provided the vacancy still exists, the vacancy will be reposted unless otherwise agreed between the Company and the Union Bargaining Committee Chairperson.

12.05 The successful applicant will be given thirty (30) calendar days notice to report for duty if the transfer is to another base. When an exception to the reporting date is desired by the Company or the employee, the employee's Union Representative will **be contacted**

and the employee will report to their new position on the date agreed to by the parties.

- 12.06 An employee who fills a vacancy in accordance with this Article 12 and is thereby required to change their base will be reimbursed by the Company for relocation expenses as provided for in Article 19.06.06 for one (1) such move during their term of employment with the Company following January 1, 1969.
- 12.07 Employees who are transferred will be allowed an appropriate familiarization or training and trial period in which to demonstrate their ability to perform the requirements of the job. The Company may not curtail such period without just cause before it has run its normal course. In the event the employee is not able to complete the training or trial period, including passing tests given during the training period, or cannot satisfactorily perform the job following the training or trial period, they will be returned to their former position, and any other employee who has been transferred because of the re-arrangement of positions will also be returned to their former position.
- 12.08 All notices to an employee under this Article 12 will be in writing, copied to the employee's Union District Chairperson.
- 12.09 The Company will provide all Union District Chairpersons and the Bargaining Committee Chairperson with notice of the employee awarded a vacancy.

ARTICLE 13 - HOLIDAYS AND TIME BANK

13.01 The following holidays will be granted to all employees covered by this Agreement:

	1999	2000	2001	2002
New Years Day		Jan. 1	Jan. 1	Jan. 1
Good Friday		Apr. 21	Apr. 13	Mar. 29
Victoria Day		May 22	May 21	May 20
Canada Day	July 1	July 1	July 2	
August Civic Holiday	Aug. 2	Aug. 7	Aug. 6	
Labour Day	Sept. 6	Sept. 4	Sept. 3	
Thanksgiving Day	Oct. 11	Oct. 9	Oct. 8	
Remembrance Day	Nov. 11	Nov. 11	Nov. 11	
Christmas Day	Dec. 25	Dec. 25	Dec. 25	
Boxing Day	Dec. 26	Dec. 26	Dec. 26	

And any other days that may be proclaimed by the Federal Government to be holidays.

13.02 Employees who are scheduled but not required to work on any holiday will be so advised, in writing, at least twenty-one (21) calendar days in advance of the holiday. Prior to assigning the day off, time off requests made under Article 7.05 will be considered by the Company. Should staff requirements change within the twenty-one (21) day period, the Company may offer and grant time off in accordance with Article 7.05 to employees scheduled to work on a holiday.

13.03 When an employee is granted or assigned a day off on a holiday in accordance with Articles 7.05 or 13.02, the employee's regular pay will not be reduced. When a holiday falls on an employee's day off, the employee will be credited with eight (8) hours. When a holiday

falls on a working day, the employee will receive a credit equal to one and one-half times (1.5 X) the length of the work day or eight (6) hours, whichever is the greater credit.

- 13.04 Time Bank - All hours credited in accordance with Article 13.03, all overtime and recall credits received in accordance with Article 7 and all time debits will be accumulated in a time bank established for each employee. This time bank will provide for a maximum accumulation of minus twenty-four (-24) hours and plus one hundred and forty (+140) hours. Hours in excess of these maximums will be cleared in accordance with Article 507.02. Employees may make withdrawals from their time bank, up to the maximums, for the following purposes and in the following manner:
 - 13.04.01 Vacation - no later than September 15 of each year, the employee may designate time from their time bank to be set aside to be taken as vacation in the following calendar year in accordance with Article 14. Each multiple of forty (40) hours designated will constitute seven (7) calendar days vacation. Fractions of forty (40) hours designated will be converted to calendar days at the rate of one (1) calendar days' vacation for each six (6) hours. The applicable time will be deducted from the time bank at the time vacations are allocated in accordance with Article 14.03.05.
 - 13.04.02 Time Off - an employee may make withdrawals from their time bank in the form of time off in accordance with Article 7.05. The applicable time will be deducted from the time bank on a time for time basis when the time off is taken.

13.04.03 Pay - an employee may make withdrawals from their time bank in the form of hours converted to pay. Requests for such a withdrawal must be submitted by the employee no later than fourteen (14) days prior to the pay date on which they wish the payment to be made. The applicable time will be deducted from the time bank at the time the request is processed by payrolls.

13.04.03.01 During the month of April each year and only for the plus | hours being held for the employee in the time bank, an | employee may have the pay to be received pursuant to | Article 13.04.03 directly deposited by the Company into their | registered retirement savings plan (RRSP). It will be the | employee's responsibility to provide the Company with the | information and necessary authorizations required for the | deposit to conform with the requirements of the Income Tax | Act. |

13.04.04 Requests for time bank withdrawals will be made in writing by the employee using the form described in Appendix 3.

ARTICLE 14 - VACATIONS

14.01 General

14.01.01 An employee will receive annual vacation with pay in accordance with their years of service as provided for in Article 14.02.

14.01.02 Vacation is not cumulative and will be taken during the vacation year immediately following the period for which it is earned unless

special circumstances warrant otherwise and prior arrangements are made with the Company in writing. An employee who takes any vacation in a year other than the vacation year immediately following the year for which it was earned will not exercise seniority in selecting dates for the delayed vacation and will not affect the vacation of any other employee.

- 14.01.03 The vacation year will be January 1 to December 31.
- 14.01.04 Vacation will be taken in consecutive calendar days except that employees with fourteen (14) calendar days or more may elect to take vacation in two (2) blocks and employees with twenty-one (21) calendar days or more may elect to take vacation in four (4) blocks.
- 14.01.05 While there will be no embargo on vacation times, it is recognized by the parties to this Agreement that restrictions on the number of employees allowed to take vacation at the same time may be necessary but such restrictions shall not be unreasonable and must be declared prior to the employees selecting their vacation dates after consultation with the Union.
- 14.01.06 Vacation times available to covered employees will not be affected by the vacations of other Company personnel.
- 14.01.07 Vacation dates, once confirmed, will not be changed unless there is agreement between the Company and the employee in consultation with the Union, except as provided for in Articles 14.01.06 and 14.04.01.

- 14.01.08 Where, during their vacation an employee is otherwise entitled to disability benefits, sick leave or any other approved leave of absence, they will be entitled to elect to discontinue disability benefits, sick leave or other benefit and take their vacation, with pay, as scheduled. Alternatively, the employee may take vacation with pay at a time not desired by another employee.
- 14.01.09 It is recognized and agreed that under no circumstances will employees perform work for the Company during their scheduled vacation dates. Employees who wish to do so must request a change to their vacation dates under Article 14.01.07.

14.02 Entitlement

- 14.02.01 Employees who have completed less than one (1) year on December 31 will be entitled to one (1) days' vacation with pay for each twenty-six (26) calendar days of employment or portion thereof.
- 14.02.02 Employees who have completed one (1) or more years of employment by December 31 of each year will be entitled to vacation with pay, based on years of employment, in accordance with the following:

Years of Employment	Entitlement
1 through 3 years	14 calendar days
4 through 9 years	21 calendar days
10 through 17 years	28 calendar days
18 through 24 years	35 calendar days
25 years and over	42 calendar days

14.02.03 An employee on a Maternity Leave of Absence will not have her vacation entitlement reduced for the following year.

14.02.04 Employees laid off under the provisions of Article 10 or on a personal leave of absence under the provisions of Article 11.01 will have their vacation entitlement reduced to the following, according to the number of calendar days employed:

Days of Employment	Entitlement			nt	
	14	21	28	35	42
1 to 26	1	2	2	3	3
27 to 52	2	3	4	5	6
53 to 78	3	5	6	8	9
79 to 104	4	6	8	10	12
105 to 130	5	8	10	13	15
131 to 156	6	9	12	15	18
157 to 182	7	11	14	18	21
183 to 208	8	12	16	20	24
209 to 234	9	14	18	23	27
235 to 260	10	15	20	25	30
261 to 286	11	17	22	28	33
287 to 312	12	18	24	30	36
313 to 338	13	20	26	33	39
Over 338	14	21	28	35	42

14.03 Selection

- 14.03.01 Vacation dates will be allocated in order of seniority and seniority preference at each location and in each classification.
- 14.03.01.01 Notwithstanding the foregoing, the allocation of vacation dates in each location may be revised by mutual agreement between the Company and the Union following review prior to the employees selecting their vacation dates.
- 14.03.02 No later than October 1 of each year, the Company will post a bulletin, which will include a calendar for the vacation year, listing employees in order of seniority in each location, and showing each employee's total vacation entitlement, including additional vacation entitlement accruing from holidays in accordance with Article 13.04. In addition and In the event employees who expect to be absent during the selection period have advised the Company of their selection in accordance with Article 14.03.03.01, their selection and names will be noted on the bulletin.
- 14.03.03 Employees will select vacation dates by noting their selection on the posted bulletin no later than October 31 or *In* accordance with procedures developed for the location by the Company and Union. If an employee is splitting their vacation in accordance with Article 14.01.04, the employee will indicate the seniority preference they wish to exercise for each block. If possible, such selection is to be noted by each employee listed thereon in order of their seniority with the most senior employee noting their vacation selection first and the most junior employee last.

- 14.03.03.01 Employees who expect to be absent during the selection process may advise the Company, in advance and in writing, as to their selection of vacation dates and, if applicable, the seniority preference they wish to exercise for each block.
- 14.03.04 An employee who fails to select their vacation dates in accordance with Article 14.03.03 will be allowed a choice of available dates after all other employee(s) vacations in the location are allocated. Such employee will select vacation dates from these available dates no later than November 3 and in the event they fail to select, they will be allocated vacation dates by the Company from those that are available.
- 14.03.05 Vacation dates will be allocated in order of seniority preference with first preference dates awarded first, in order of seniority, with second, third and fourth preference dates then being awarded in the same manner.
- 14.03.06 No later than November 15, the Company will post a bulletin in each location showing the allocation of vacation dates for each employee.
- 14.03.07 In the event an employee's days on and days off are revised and the revision affects their vacation dates, the employee will be permitted to revise their vacation dates to coincide with the revised days on and days off.

14.04 Waiting List

- 14.04.01 Vacation dates which become available after the allocation of vacation dates will be offered in order of seniority to employees who are on a waiting list and, once accepted, will become their allocated vacation dates.

14.05 Vacation Pay

- 14.05.01 Employees discharged or resigning from the Company are entitled to receive pay in lieu of accrued vacation. The date of separation will not be extended beyond the date of actual termination of employment.
- 14.05.02 At the option of the employee, vacation accrued but not taken by employees who are laid off will be paid at the time of lay off or at the end of the calendar year it was due to be taken.
- 14.05.03 Vacation pay will be the employee's regular rate of pay during the vacation period or will be equal to two percent (2%) of gross earnings during the period the vacation was earned for each seven (7) days of entitlement, whichever is the greater pay.
- 14.05.04 In the event the vacation entitlement is prorated, each multiple of seven (7) days will be paid in accordance with Article 14.05.03 and fractions of seven (7) days will be prorated at the rate of one-seventh (1/7) of two percent (2%) for each day or paid at the employee's regular rate of pay, whichever is the greater pay.

- 14.05.05 The comparison between the employee's regular rate of pay and the percentage of gross earnings provided for in Articles 14.0503 and 14.05.04 will be done by the Company at the end of each calendar year. The employee will be paid the difference, if any, by the end of February.

ARTICLE 15 - GRIEVANCE PROCEDURE -GENERAL

- 15.01 It is the desire of the parties to this Agreement that complaints or grievances be settled as promptly as possible. This Article is to provide for the prompt handling of such matters as alleged misinterpretation or violation of the Agreement, or other causes for complaint but excluding appeals from disciplinary action or discharge which are provided for in Article 16.
- 15.02 Grievances under this Article may be initiated by the Union on behalf of any employees where there is alleged violation, misinterpretation or complaint; however, such grievance must be filed no later than thirty (30) calendar days after the alleged violation, misinterpretation or complaint occurred or came to light as the case may be.
- 15.03 After the knowledge of the incident causing the grievance, the employee will try, if they so wish, to adjust the matter with their immediate supervisor alone or accompanied by the Union Representative or may request the Union Representative to try to adjust the matter on their behalf.
- 15.04 Grievance Procedure - grievances lodged in accordance with the following will be directed to the management representative

designated by the Company. The Union District Chairperson and the National Union will be advised, in writing, of the management representative so designated and any changes thereto.

- 15.04.01 Step 1 - Grievances will be initiated in writing and will specify the nature of the grievance and the circumstances or causes out of which it arose and the remedy, or correction, that is requested to be made. The Company will hold a hearing within seven (7) days of receipt of the written grievance and render a decision, in writing, within three (3) days of completion of the hearing. Failing answer or satisfactory adjustment within the above time limits, the grievance may be submitted by the Union to Step 2 of this grievance procedure.
- 15.04.02 **Step 2** - An appeal from Step 1 will be lodged, in writing, within seven (7) days of receipt of the Company's decision at Step 1. The Company will hold a hearing within seven (7) days of receipt of the written grievance and render a decision, in writing, within three (3) days of completion of the hearing.
- 15.04.03 The Union Headquarters may also initiate grievances at the Step 2 level when such grievances are too large in scope to fall under the Step 1 level. In such cases, the Company will hold a hearing within seven (7) days of receipt of the written grievance and render a decision, in writing, within seven (7) days of completion of the hearing.

15.05 Time

- 15.05.01 If the grievance is not appealed within the time limits prescribed in Article 15.04, it will become null and void.
- 15.05.02 At Step 2, if the Company fails to hold a hearing or render a decision within the time limits prescribed in Article 15.04.02 or 15.04.03, the grievance may be appealed to Arbitration, if the Union so wishes, in accordance with the provisions of Article 17.
- 15.05.03 All time limits mentioned in Article 15.04 will exclude Saturdays, Sundays and Holidays and may be extended by mutual agreement in writing.
- 15.06 At any level of the grievance procedure, the Company may appoint a designee. In such cases, the decision of the designee becomes the final decision at that level.
- 15.07 Any matter not satisfactorily settled at Step 2 may be referred by the Union to Arbitration as specified in Article 17.
- 15.06 Throughout these grievance procedures including Arbitration, if the attendance of witnesses who are Company personnel is requested, such witnesses will be given time off without pay for a time sufficient to permit them to appear at hearings, subject only to service pressures. Space available transportation, as required, will be provided over the lines of the Company. In the event that a witness cannot appear at a Step 1 or Step 2 grievance hearing in person, their testimony may be entered in writing.
- 15.09 Copies of all correspondence and decisions relative to the grievance procedure will be directed to Union Headquarters.

ARTICLE 16 - DISCIPLINE AND DISCHARGE PROCEDURES

- 16.01 No employee will be disciplined or discharged without just cause.
- 16.02 An employee is entitled, prior to the implementation of discipline or discharge, to be notified at a meeting with Management of the reasons for considering such action. The Company will impose the discipline or discharge action at the end of such meeting or, if new evidence is brought to light during the meeting, may reserve their decision for further investigation and the employee will be so advised. The employee will be accompanied by a Union Representative who will be advised, in advance, by Management of the time and place of the meeting. Failure to conform with the requirements of this Article 16.02 will render the discipline or discharge null and void.
- 16.03 Under circumstances where, as a result of an alleged misdemeanor, disciplinary action is contemplated and it is considered undesirable that an employee should be allowed on Company premises and where there is doubt as to the appropriate charge and/or penalty, the employee may be held out of service pending investigation. If this investigation involves, in whole or part, a meeting with the employee as provided for in Article 16.02, the period during which the employee is held out of service will be with pay and will be up to three (3) calendar days, exclusive of Saturdays, Sundays and holidays, in order to provide sufficient time for all parties to be present. In the event the meeting cannot be held within the three (3) calendar day period due to the unavailability of a Union Representative, it will be held at the earliest availability of a Union

Representative but any period in excess of the three (3) calendar day period will be without pay. In the event the meeting cannot be held due to the unavailability of Management, it will be held at some later time when all parties are available and any period in excess of the three (3) calendar day period will be with pay. In addition, the employee may be held out of service with pay for such time as is required in order to provide sufficient time for the Company to complete its investigation and consider all factors involved.

- 16.04 When disciplinary action is taken, the employee will be advised in writing together with the precise reasons for the action. When discharge is initiated, the employee will be advised in writing that they "suspended pending discharge" together with the precise reasons for discharge. In subsequent appeal procedures, including arbitration, the Company will be limited to such grounds.
- 16.05 Implementation of disciplinary action will be withheld or an employee will remain "suspended pending discharge" until all appeals requested in accordance with the Collective Agreement have been exhausted.
- 16.06 Appeal Procedure - Appeals lodged in accordance with the following will be directed to the management representative designated by the Company. The Union District Chairperson and the National Union will be advised, in writing, of the management representative so designated and any changes thereto.
- 16.06.01 Employees who feel they have been unjustly dealt with may appeal the discipline or discharge through the Union.

16.06.02 Step 1 - Each appeal on behalf of an employee must be lodged in writing within seven (7) days of receipt of advice in writing by the employee of the decision to discipline or discharge. The Company will hold a hearing within seven (7) days of receipt of the written appeal and render a decision, in writing, within three (3) days of completion of the hearing. Failing answer or satisfactory adjustment within the above time limits, the appeal may be submitted by the Union to Step 2 of this appeal procedure.

16.06.03 Step 2 - An appeal from Step 1 will be lodged in writing within fourteen (14) days of receipt of the Company's decision at Step 1. The Company will hold a hearing within fourteen (14) days of receipt of the written appeal and render a decision, in writing, within seven (7) days of completion of the hearing.

16.07 Time

16.07.01 Decisions not appealed within the time limits prescribed at any stage will be final and binding.

16.07.02 At Step 2, if the Company fails to hold a hearing or render a decision within the time limits prescribed in Article 16.06.03, the appeal may be processed to Arbitration, if the Union so wishes, in accordance with Article 17.

16.07.03 All time limits mentioned in the preceding paragraphs of this Article 16 will exclude Saturdays, Sundays and Holidays, and may be extended by written mutual agreement.

- 16.08 Throughout these appeal procedures, including arbitration, If the attendance of witnesses who are Company personnel is requested, such witnesses will be given time off without pay for a time sufficient to permit them to appear at hearings, subject only to service pressures. Space available transportation will be provided, as required, over the lines of the Company. In the event that a witness cannot appear at a Step 1 or Step 2 hearing in person, their testimony may be entered in writing.
- 16.09 Throughout the appeal procedure the Union will be given the full opportunity to present evidence and make representation.
- 18.10 At any level of the discipline and discharge procedures the Company may appoint a designee. In such cases, the decision of the designee becomes the final decision for that level.
- 16.11 The Company's decision in the case of an appeal may, either uphold a previous Company decision, fully exonerate and reinstate the employee with pay for all time lost, or render such intermediate decision as may be considered just and equitable.
- 16.12 Where the procedures outlined in this Article 16 have been exhausted, the Union may process the matter to Arbitration in accordance with Article 17.
- 16.13 References to discipline will be removed from the employee's record twenty-four (24) months following its placement on the record or such shorter period of time as prescribed.

- 16.13.01 When references to discipline are removed, they will not be referred to or used against an employee at any time.
- 16.14 Copies of all correspondence and decisions relative to the discipline and discharge procedure will be directed to Union Headquarters and the employee.

ARTICLE 17 - ARBITRATION

- 17.01 Any dispute not settle in Articles 15 or 18 may be submitted to arbitration and hearings will be held and decisions rendered under the provisions herein set forth.
- 17.02 The party requesting arbitration will serve notice of intent to arbitrate to the other party within thirty (30) calendar days following receipt of the Step 2 decision.
- 17.03 Single Arbitrator
- 17.03.01 A panel of arbitrators will be mutually agreed to by the parties and such panel will be listed in Appendix 1 of this Agreement. Empanelled arbitrators may be removed by mutual agreement between the parties and vacancies will also be filled by mutual agreement.
- 17.03.02 In the event that no mutually agreed arbitrator is empanelled, the party serving notice of intent to arbitrate may request the Minister of Labour to appoint one for each case.

- 17.03.03 An arbitrator will be selected from the mutually agreed to panel in the following manner. Each arbitrator will be called upon to act on a rotation basis and the arbitrator will be contacted to determine their availability. If that arbitrator is not available within thirty (30) days but is available at a later date, the parties may agree to accept that date or will proceed to the next arbitrator in order of rotation in the same manner until a mutually acceptable date is agreed. In the event there is no agreement, the first available arbitrator will be selected.
- 17.04 The arbitrator will hold hearings at which the Company and the Union will have the full opportunity to present evidence, witnesses, argument and summation. They will establish procedures consistent with the requirements of natural justice.
- 17.05 The arbitrator will issue a written Award and will have the authority to determine the real issue in dispute according to the merits and make whatever disposition they deem just and equitable.
- 17.06 The decision of an arbitrator will not be inconsistent with the provisions of this Collective Agreement nor will it alter or modify any of the provisions of the Collective Agreement. It shall be final and binding on the Company, the Union and the employee(s) involved.
- 17.07 The Company and the Union will share, equally, the costs of the arbitrator except that, where the Company is found to have substantially failed to comply with the time limits contained in Articles 15.04.02 and 16.06.03, the arbitrator may order that the Company pay the Union's share.

ARTICLE 18 - UNION-MANAGEMENT COMMUNICATIONS

18.01 Union Management Meetings

- 18.01.01 It is recognized that meetings, between the Company and the Union are essential to the maintenance of good relations between employee and employer and the establishment of mutual confidence and trust.
- 18.01.02 Union Management meetings will be held locally and at the Headquarters level to promote better communication, mutual respect and understanding between the Company and its employees, to discuss ways and means of improving working conditions, methods, operating efficiency, maintenance of good morale and to provide for advance discussion of changes effecting the work or working conditions of employees.
- 18.01.03 At the Headquarters level meetings will be held at least once each calendar quarter and locally as required on dates mutually agreeable. The dates for such meetings will be established in advance but may be altered or cancelled on mutual agreement. Minutes of such meetings will be prepared and made available to all concerned following approval of both parties.
- 18.01.04 Union Management meetings will not be considered as being in lieu of the grievance procedures.

18.02 Letter of Understanding

18.02.01 Any Letter of Understanding negotiated between responsible officers of the Company and the Union will be deemed to form part of this Agreement as if it had been incorporated herein. Each Letter of Understanding will be Identified by a heading and a number, and must be signed by representatives of both parties.

18.03 Time-Off Union Representatives

18.03.01 The Union will notify the Company in writing of the names of its elected or appointed representatives.

18.03.02 The Company recognizes the importance of prompt handling of Union business, such as the handling of grievances throughout the process, negotiating of amendments to agreements, and the attendance of Union meetings at various levels: the Company further recognizes the importance of the role of Union officers in carrying out the functions of Union business. It is therefore agreed that Union Representatives may be granted reasonable time off to carry out such functions. This time will be allowed as promptly as possible consistent with service pressures. In order to facilitate this process it will be the obligation of the Union Representatives to afford as much notice as possible of such needs, and to clear their activities both with their own supervisors and with the supervisors of the employees and personnel involved in any problem situation.

18.03.03 Except as provided for in Article 18.03.04, the Union will bear the cost of all "actual time" lost by Union members and

representatives while participating in activities authorized by the Union. This will include but is not limited to: Union conventions; executive meetings; meetings to discuss Internal Union business. The Union will provide reasonable notice and the time off will not be refused unreasonably.

18.03.04 The Union will be billed for the time off except in those situations where the Company has agreed to absorb the cost. The time billed will be the actual scheduled time lost and no account will be taken of the fact that in some cases the absent employee may not be replaced, or that the employee may be replaced at overtime or recall rates. In any case, the employees involved will not be debited or removed from the payroll.

18.03.04.01 Time off for which the Company has agreed to absorb the cost on a lost time basis will include meetings with the Company.

18.03.05 Space available passes for transportation over the Company's lines will be issued on request and without service charge, to Union Representatives who are Company employees and to any other Union Representatives who are Union Vice-Presidents or full-time employees of the Union. When meetings with the Company are involved, the employee will be provided with free "positive space" transportation over the lines of the Company consistent with rules governing positive space business travel. Such passes will only be used in the execution of their duties.

18.04 **Corporate Reorganization** - In the event the Company changes ownership, merges with another Company or in any way changes its

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

- 18.05 Technological Change** - The Company and the Union agree that in the event of a technological change the Canada Labour Code provisions pertinent to technological change will apply.
- 18.06 Bulletin Boards** - The Company will provide bulletin boards for the use of the Union at appropriate locations upon which the Union will have the right to post notices relating to matters of interest to the Union and the employees.
- 18.07 Orders In Writing** - All orders to an employee involving a change in location or assignment, promotion, demotion, discipline, discharge, lay off, **leave** of absence and vacation dates will be stated in writing with copies to the Union District Chairperson.
- 18.08 Company Manuals** - The Company will make available to all employees, manuals and policies affecting the working conditions of employees and will provide copies of such, together with revisions thereto, to the Union as requested.

18.09 Paid Education Leave

- 18.09.01 The Company agrees to pay into a special fund established by the Union, one thousand two hundred and fifty dollars (\$1250.00) per month for the purposes of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies will be paid into a trust fund established by the National Union, CAW and sent on a quarterly basis by the Company to the following address: CAW Family Education Centre, PEL Training Fund, CAW Road 25, RR. #1, Port Elgin, Ontario N0H 2C5 with cheques made payable to the CAW Leadership Training Fund.
- 18.09.02 Subject to having received a minimum of two (2) weeks advance notice, the Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence for up to twenty-three (23) days of class time, as required by the Union, plus travel time where necessary, such time which may be taken intermittently over a twelve (12) month period from the first day of leave. Such leaves will not exceed one (1) employee per PEL session with additional leaves granted subject to the agreement of the Company. Employees on such leave of absence will be considered as being on time-off Union business as provided for in Article 18.03.

18.10 Data to be Supplied to the Union

18.10.01 With each remittance required under Article 20.06, the Company will supply the Union with a list containing the following information:

- Employees by base, classification and rate of pay;
- Employees on lay-off;
- Newly hired employees, including transferees;
- Employees on leave of absence and the reason;
- Employees on Accident & Sickness, Long-term Disability or Workers' Compensation;
- Addresses and Postal Codes.

18.11 New Employee Introduction - The Company agrees to allow a Union representative one (1) hour of time during new employee basic training, and without the presence of management, in which to address the new employees on various aspects of the Union and the collective agreement. The Union representative will be selected by the Union and the one (1) hour of time will be absorbed by the Company on a lost time basis. Any additional time required will be as provided for in Article 18.03.03.

ARTICLE 19 - GENERAL

19.01 Health and Safety

19.01.01 The Company will take all necessary precautions to maintain safe, sanitary and healthful conditions at all work places. Health and safety are of paramount importance to all personnel and all

employees have an obligation to bring any situation which represents a hazard to the health and safety of the employees to the attention of the Health and Safety Committee.

19.01.02 Health and Safety Committees - Health and Safety Committees, consisting of one member appointed by the Company and one member appointed by the Union will be established in each base where employees are employed. The Committees will meet as required, will monitor all practices needed to enable the health and safety of employees and will consider, without delay, all situations involving hazardous conditions and practices brought to its attention.

19.01.02.01 **National Health and Safety Coordinator** - In addition to the foregoing, the Union will appoint an employee to the position of National Health and Safety Coordinator to be responsible for assisting Health and Safety Committees in the discharge of their duties and for meeting with the Company at the Headquarters level on matters related to health and safety.

19.01.03 A Health and Safety representative and the National Health and Safety Coordinator is entitled to such time from their work as is necessary to carry out their functions as a representative/Coordinator and any time spent by him/her while carrying out any of those functions will, for the purposes of calculating wages owing to them, be deemed to have been spent at their work.

19.01.04 Where practicable, no complaint will be instituted with the Government Agency concerned prior to presentation to the Health and Safety Committee.

19.01.05 Protective Clothing, Devices and Safety Equipment - Where the nature of the work or working conditions so require, employees will be supplied, at Company expense, all necessary protective clothing (excluding footwear), safety equipment and other protective devices, which will be maintained and replaced, where necessary, at Company expense. Employees are required to use these items where necessary.

19.01.06 Safety Footwear Allowance -The Company will pay employees working in positions where the **work** or working conditions make the use of safety footwear advisable a footwear allowance of eighty dollars (\$60.00) within thirty (30) days of hire or entry into a covered classification and eighty dollars (\$60.00) thereafter payable on the first pay In May and October of each year. The maximum safety footwear allowance paid in a calendar year will be one hundred and sixty dollars (\$160.00)

19.01.07 Working Alone - The Company agrees that no employee will be required to work alone or without regular observation between 2100 and 0600 hours.

19.02 Work Clothes

- 19.02.01 Employees who are in a position established as requiring work clothes shall have them supplied by the Company. Employees are obliged to use these items where necessary.
- 19.02.02 **Maintenance and Cleaning** - In London and Toronto, maintenance and cleaning of work clothes will be the responsibility of the Company. In other bases, this will be optional and, where the Company determines that it will not assume responsibility, the employee will be granted an allowance of thirty dollars (\$30.00) per month for expenses incurred in the maintenance and cleaning of work clothes.
- 19.02.03 **Joint Work Clothes Committee** - The Company and the Union will each appoint members to a Joint Work Clothes Committee which will be responsible for recommending the style, colour and material of work clothes and will also be responsible for determining the number of articles to be included and their deemed useful life. The Committee will meet on an as required basis and particularly when a change in work clothes is contemplated. In the event that the Joint Work Clothes Committee cannot agree on any matter for any reason, the matter will be submitted to the Company's Director of Maintenance or their designee for final decision.

19.03 Uniform

- 19.03.01 Uniforms will be worn and maintained by employees who are in a position established as requiring a uniform according to standards prescribed by the Company.

- 19.03.02 **Cost-sharing** - The Company will assume one-half (1/2) the cost of uniforms except that the employee's share of the cost for a uniform coat will not exceed fifty dollars (\$50.00). The Company will also assume one-half (1/2) the cost of alterations to the uniform which may be required following delivery to the employee up to the specified maximum reimbursement. The specified maximum reimbursement for each base will be based on one-half (1/2) of the average charge for the particular alteration as determined by an annual survey conducted by the Company in the base. Receipts will be required.

- 19.03.03 If the Company introduces any changes during the normal useful life of the uniform, the Company will pay one hundred percent (100%) of the cost involved.

- 19.03.04 The employee's share of the cost of uniform articles will be paid by payroll deduction on the last pay of each month. Except for the residual balance, each deduction will be thirty dollars (\$30.00) or such greater amount as requested by the employee. A uniform account will be established for each employee and will be used to keep an accounting of purchases and payments made. When purchases are made, the employee will be provided with written advice of the item purchased and the amount being added to their uniform account. An up to date report of any outstanding balance

in the uniform account will be provided to the employee on a monthly basis.

19.03.05 Joint Uniform Committee - The Company and the Union will each appoint members to a Joint Uniform Committee which will be responsible for recommending the style, colour and material of customer service uniforms and will also be responsible for determining the number of articles that constitute a uniform and the deemed useful life of the uniform.

19.03.05.01 The Company will maintain a serviceable supply of parkas for use by Customer Sales & Service Agents and Mini-STOC Coordinators in bases where there is a requirement for outside work. In addition, the Company will maintain a serviceable supply of "lab coat" style overwear for Customer Sales & Service Agents and Mini-STOC Coordinators who handle cargo.

19.03.06 In the event that the Joint Uniform Committee cannot agree on any matter for any reason, the matter will be submitted to the Company's Vice President, Commercial Services or their designee for final decision.

19.03.07 Maintenance and Cleaning Allowance - An allowance of forty dollars (\$40.00) per month will be granted for expenses incurred in the maintenance and cleaning of uniforms. Effective July 1, 2000, this allowance will be increased to forty-five dollars (\$45.00).

19.03.08 Uniform Footwear Allowance -The Company will pay employees working in positions requiring uniform footwear a footwear allowance of eighty dollars (\$80.00) within thirty (30) days of hire or entry into a covered classification and eighty dollars (\$80.00) yearly thereafter payable on the first pay in May of each year. In addition, the Company will pay such employees a boot allowance of eighty dollars (\$80.00) on the first pay in October of each year or within thirty (30) days of hire or entry into a covered classification during the months of October through March. The maximum uniform footwear allowance paid in a calendar year will be one hundred and sixty dollars (\$160.00).

19.04 Copies of Agreement

19.04.01 The Company and the Union desire that all levels of Management and all employees affected by this Agreement be familiar with the provisions herein. For this reason, all employees and all levels of Management concerned will be given a copy of this Agreement and any subsequent changes including Letters of Understanding.

19.04.02 As soon as practical, the Company and the Union will meet to prepare a final draft of the Collective Agreement and to agree upon the arrangements necessary for the printing of the Agreement. The Union will be responsible for the typing of the final draft and the Company will be responsible for the cost of the printing of the Agreement.

19.05 Benefit and Insurance Plans

- 19.05.01 The Company agrees to maintain the level of, and the ratio of Company/employee contribution to, the various benefit and insurance plans including Group Life Insurance, Accidental Death and Dismemberment Insurance, Accident and Sickness Insurance, Long Term Disability Insurance, Medical and Hospital Insurance, Dental Insurance, the Pension Plan, Vision Care and Tool Insurance, except as may be mutually agreed to between the Company and Union Headquarters. The Company further agrees to provide all available information relative to such benefit and insurance plans.
- 19.05.01.01 **Tool Insurance Deductible** -The deductible portion payable by an employee for a claim under Tool Insurance will be no greater than one hundred dollars (\$100.00) per occurrence. In order to qualify for payment of a claim, an up-to-date inventory list must be on file with the Company and will be subject to verification with the Company.
- 19.05.02 Continuation During Leave** - Employees who wish to continue their participation in benefit and insurance plans during a leave of absence without pay, except maternity or child care leave, or layoff may do so, within the limits of the various plans. Such employees will, in addition to their share, be responsible for the Company's share of the premiums for such plans in accordance with arrangements made between the Company and the employee.

- 19.05.02.01 Employees on maternity or child care leave who wish to continue their participation in benefit and insurance plans during their leave may do so subject to the employee, within a reasonable time, paying the employee share of the contributions for such plans for the period of the leave.
- 19.05.03 Employees who commence an absence due to illness or injury after February 16, 1984 will have the full cost of premiums for Group Life Insurance, Accidental Death and Dismemberment Insurance, Accident and Sickness Insurance, Long Term Disability Insurance and Medical and Hospital Insurance covered by the Company during the term of such absence but not exceeding a two (2) year period. Thereafter, continuation of the benefit and insurance plans and payment of the premiums therefore, will be in accordance with arrangements made between the employee, the Company and/or the Insurer.
- 19.05.04 **Delayed Disability Claims** - For any period of total disability and where either the employee's Workers' Compensation or Accident and Sickness Insurance claim has been delayed, the employee will, subject to completing an assignment form agreeing to reimburse the Company, receive an amount equal to the anticipated benefit for a period not exceeding sixty (60) calendar days.
- 19.05.05 **Pension Plan** - All employees hired following the date of ratification of this Agreement will be enrolled in the Defined Contribution Pension Plan on the first day of the month following successful completion of the probation period. Participation for employees hired prior to the date of ratification will continue to be

voluntary. Each participating employee is required to make contributions by payroll deduction equal to 5% of their monthly earnings (including premiums, overtime, recall and statutory holiday credits). The Company will contribute an equal amount on behalf of the employee each month. Additional voluntary contributions by the employee will be as provided for in the Plan.

19.05.05.01 During periods of absence due to maternity leave, child care leave or short term disability, the employee will have the opportunity to elect to make regular required contributions during the period of absence, either on a monthly basis or by lump sum based on their rate of pay immediately prior to the leave. Where the employee elects not to make their regular required contributions, the employee will have a twelve (12) month period following their return to work in which they may elect to implement the buy-back of service lost by contributing a predetermined amount, not to exceed 18% of their total income. In both cases, the Company will contribute an equal amount on behalf of the employee.

19.05.05.02 The Union will appoint a representative to the Joint Pension Committee. Time off will be handled pursuant to Article 18.03.

19.06 Expenses

19.06.01 Any employee who in the performance of their work is required to be away from their home base for a period of twenty-four (24) hours will be allowed reasonable and necessary expenses for accommodation, transportation, laundry and other requirements

and will be paid a per diem of forty-eight dollars and twenty-five cents (\$46.25) for meals. Employees who work overtime or recall during this period will be provided with meal periods in accordance with Article 6.05 but will not receive any additional meal allowance.

19.06.02 Any employee who in the performance of their work is required to be away from their base for a period of less than twenty-four (24) hours or in excess of a multiple of twenty-four (24) hours will receive the following meal allowance during any part of each of the following periods:

BREAKFAST	
0530 - 0730	\$10.50
LUNCH	
1130 - 1330	\$12.75
DINNER	
1730 - 2000	\$20.00
SNACK	
After 2200	\$5.00
SUPPLEMENTARY	
After midnight	\$12.75

Note: In no event will both the Lunch and Supplementary meal allowances be payable.

19.06.03 Expenses incurred in the USA, including the per diem, will be calculated in US funds and converted and paid in Canadian funds. The official exchange rate will be the highest noon buy rate

for the month as established by the Air Canada Treasury Department.

19.06.04 **Out of Base Allowance** - An employee who, in the performance of their work is required to be away from their home base will be paid an allowance of twenty-five dollars (\$25.00) for each twenty-four (24) hour period. An employee who is filling a relief assignment at another base will not be paid in accordance with the foregoing but will be paid a premium of ninety cents (90) per hour for all time worked at the other base which will be in addition to any other premiums and allowances. The foregoing will not apply to an employee required to be away from their base to attend a training course.

19.06.05 Out of Location Allowance - An employee who, in the performance of their work is required to be away from their location but within their base, will be entitled to the following:

- The employee will be entitled to report to their location at the start of their shift.
- If the employee reports to their location, necessary and reasonable travel time between the employee's location and the place where the work is to be performed will be considered as time worked.
- If requested by the employee, the Company will provide or arrange for the employee's transportation from their location to the place where the work is to be performed.

- Subject to prior approval by the Company, the employee may use their own transportation to travel to and from the place where the work is to be performed. In such cases, the employee will receive automobile expenses at thirty cents (30) per kilometre, or such greater amount as provided for under Company policy. Parking expenses supported by receipts will be reimbursed.
- If the employee elects to report directly to the other place, travel time will not apply. However, automobile and parking expenses will be as provided in the foregoing.

19.06.06 Moving - When an employee moves from one base to another, at the request of the Company or in accordance with Article 10, the employee will be allowed the following.

19.06.06.01 Free positive space available air transportation on the Company's system to the new base for the employee and the members of their immediate family who are currently residing with the employee to the extent permitted by law.

19.06.06.02 Automobile expenses at thirty cents (30) per kilometre, or such greater amount as provided for under Company policy, for the movement of the employee's automobile to the new base.

19.06.06.03 Relocation expenses of one thousand, five hundred dollars (\$1,500.00) to cover resettlement costs. The amount shall

only be claimed when an actual move occurs. Relocation expenses in excess of the non-taxable limit set by Revenue Canada (currently \$650.00) will be supported by original receipts or a letter from the employee certifying that they will incur expenses as per the non-accountable expense listing which is provided by Revenue Canada.

19.06.06.04 Costs associated with the sale of the employee's present home or the breaking of the lease of their present home and/or the purchase of a new home at the new base. Such costs will include real estate fees, legal and notarial fees, etc., up to a maximum of five thousand, two hundred dollars (\$5,200.00). Receipts will be required.

19.06.06.05 Reasonable living expenses for the employee and dependent members of their family at the new base for a period not exceeding two (2) weeks. Receipts will be required. In extenuating circumstances this period may be exceeded. In which case special arrangements will be made with the authorization of the department head.

19.06.06.06 Time off with pay for five (5) calendar days at such time as the employee deems necessary for the establishment of a permanent domicile at the new base, subject only to operational requirements.

19.06.06.07 Moving expenses for personal effects of up to 6,818 kilograms (15,000 pounds) gross weight provided the employee moves their residence to a place within their new base. Should an employee elect to move their residence to a place outside of their new base, the employee will be allowed only those moving expenses applicable to a move within their new base.

19.06.07 The Company will provide employees who are eligible for a Company-assisted move with the full details of the moving allowances and any other assistance available as soon as the move is known or upon request by the employee.

19.06.08 Any expenses to be paid pursuant to this Agreement will be paid to the employee no later than twenty-one (21) calendar days following submission of the claim by the employee.

19.07 **Training and Tuition Fees**

19.07.01 In the event the Company acquires new types of equipment or introduces new work processes, the Company will provide training, in order of seniority, to employees in the affected classification(s) and base where the new equipment or work process is introduced up to the number of employees required by the Company. Where the equipment or work process is specific only to a particular category, sub-category or location, the Company will be obligated to provide training only to those

employees in the applicable category or sub-category or location. Should employees in the aircraft apprentice category be bypassed for courses that would be required for licensing purposes, such training will be made available in the last eighteen (18) months of their apprenticeship. In the event training is made available to employees not in the applicable sub-category or location, such training will be provided in order of seniority to those employees in the classification or category and base who signify their desire to receive such training.

- 19.07.01.01 Where time permits, the Company will post a bulletin outlining training opportunities which are being made available to employees outside of a sub-category or location so that employees may signify their desire to receive such training.
- 19.07.01.02 In the event training cannot be provided in order of seniority due to the absence of an employee or if such would result, in the Company's opinion, in a depletion of expertise among the remaining work force, employees not trained in order of seniority will be trained at the first opportunity within ninety (90) days.
- 19.07.01.03 Employees who have not been provided with training in order of seniority as described in Article 19.07.01 will not be prejudiced in any manner as a result thereof.

19.07.02 All training in accordance with Article 19.07.01 and other training for scope duties will be considered as time worked.

19.07.03 Any employee, who enrolls in a course at any recognized educational institution which is designed to upgrade their current skills on the job or to provide useful training in their career with the Company, will be reimbursed one-half of the cost of tuition and textbooks for such courses taken outside normal working hours. Prior to enrolling in a course, the employee must receive Management approval that the course is eligible for cost sharing. The Company will respond to an employee's request for cost sharing no later than fourteen (14) days after the submission of the request. Any qualifications or experience attained as a result of such courses will not be considered as a qualification for the purposes of Article 10 or 12.

19.07.04 An employee who requests, in writing with a listing of their qualifications and experience, a letter of recommendation from the Company to write exams for the issuance of an Aircraft Maintenance Engineer license or endorsement and who is declined such a letter, will be provided with written reasons from the Company within seven (7) calendar days of the declination.

19.08 Suggestion System

- 19.08.01 Employees are encouraged to submit suggestions which will improve the operating safety and efficiency of any part of the Company's operation.
- 19.08.02 Suggestions will be submitted in writing to a Suggestion Committee comprised of three (3) members; two (2) members will be appointed by the Company and one (1) by the Union. The Union's appointee or their alternate will be an employee from the Department concerned.
- 19.08.03 The minimum award for any adopted suggestion will be fifty dollars (\$50.00) and the maximum twenty thousand dollars (\$20,000.00). Awards will be based upon the level of savings or real benefits which accrue to the Company as a direct result of implementing the suggestion. Where such savings or benefits can be calculated, the award will be twenty percent (20%) of the income or savings resulting during the first year after implementation. Where the savings or benefits cannot be calculated, the award will be at the discretion of the Suggestion Committee.
- 19.08.04 At the request of the employee, payment of awards will be deferred and prorated to provide for annual payments up to a maximum of one thousand dollars (\$1,000.00) per year.
- 19.08.05 All suggestions will include sufficient detail for proper evaluation and additional information will be supplied, as requested. Each

suggestion submitted will be acknowledged upon receipt and will be considered within four (4) calendar months of receipt. Where it is not possible to finalize the award within the above stated time, the employee will be advised together with the reasons.

19.09 Human Rights

- 19.09.01 Employees will not suffer any harassment nor will they be discriminated against by the Company and/or the Union, or any of the officers or agents acting on their behalf, with respect to terms or conditions of employment on the grounds of sex, race, colour, nationality, ancestry, place of origin, language ability, family relationship, place of residence, political affiliation, sexual orientation, disability, or failure to act on a directive which is illegal or contrary to any provision of this Collective Agreement.
- 19.09.02 The Company further commits that no employee covered by this Agreement will be unlawfully interfered with, coerced or discriminated against by the Company, its officers or agents, because of lawful activity on behalf of the Union.
- 19.09.03 The Company and Union recognize an employee's right to a working environment which is free of harassment on any of the prohibited grounds of discrimination as described in the foregoing. For the purposes of this provision, "harassment" means any conduct, comment or gesture which can be reasonably inferred as relating to a prohibited ground of discrimination and which is:

- unwanted or may reasonably be considered as unwanted, and
- offensive, humiliating, abusive, threatening, repetitive or which has adverse effects on an individual's employment.

Complaints and/or grievances involving allegations of harassment will be handled with all possible confidentiality.

No reprisal shall be made against an employee because they filed a complaint of harassment except where a false charge has been made with malicious intent.

19.10 Locker/Storage Facilities

19.10.01 Employees will be provided with individual secure storage space for safe keeping of personal effects. The implementation of this provision may be deferred by mutual agreement between the Company and the Union where acceptable alternate arrangements can be made.

19.11 Parking

19.11.01 Parking will be provided by the Company for present positions at airport locations.

19.12 Legal Protection

19.12.01 The Company will, upon receipt of written request from an employee, defend or participate in the defence of that employee or their estate, to the degree requested, in any legal action arising in connection with the performance of their duties, and will protect and hold them harmless from any judgement rendered In the performance of their duties, save in the case of gross negligence or wilful misconduct.

19.13 **Engineer License Renewals** - The Company agrees to reimburse employees for the renewal of maintenance licenses. |

ARTICLE 20 - CHECK-OFF

20.01 The Company will deduct on the payroll for each period from wages due and payable to each employee coming within the scope of this Collective Agreement such sum as may be uniformly assessed by the Union Constitution subject to the conditions set forth herein.

20.02 The amount to be deducted will not be changed excepting to conform with a change in the Union's Constitution.

20.03 Deductions will commence on the payroll for the first pay period of the calendar month following the first date of employment in a position covered by this Agreement.

- 20.04 If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction will be made from the wages of such employees by the Company on that payroll. The Company will not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.
- 20.05 Only payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds will be made from wages due and payable prior to any deductions under this Article 20.
- 20.06 The amount so deducted from wages, accompanied by a statement of deductions from individuals, will be remitted by the Company to the Union, as may be mutually agreed by the Company and the Union not later than thirty (30) calendar days following the pay period in which the deductions are made.
- 20.07 At the same time that income tax (T4) slips are made available, the Company will provide each employee from whom deductions were made with a statement of the amount of such deductions made in the previous year.
- 20.08 The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in **the** amount of

any deduction pursuant to this Article from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article, shall terminate at the time it remits the amounts payable to the Union.

20.09 In the event of any action at law against the parties hereto resulting from any deduction or deductions made from payrolls or to be made by the Company pursuant to the first paragraph of this Article, both parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if, at the request of the Union, Counsel fees are incurred these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.

ARTICLE 21 - DURATION

21.01 This Agreement is effective July 1, 1999, except as otherwise provided herein, and will continue in full force and effect until June 30, 2002, subject to Articles 4.10 and 18.05, and may be varied by mutual agreement, in writing, between the parties hereto. It will remain binding thereafter from month to month unless notification, in

writing, to reopen the Agreement is served by either of the parties |
hereto not more than ninety (90) days prior to the expiry date, or any |
continuation of expiry date, on a month to month basis, subject |
always to Article 21.03. |

21.02 Where notice to bargain collectively has been given, the Union and
the Company will, without delay, commence to meet diligently to
bargain in good faith and make every reasonable effort to enter into
a new Collective Agreement.

21.03 This Agreement will remain in full force and effect until superseded
by another Agreement or until all the requirements of the prevailing
Federal laws have been met and no agreement has been reached.

Dated at London, Ontario this 18th day of August 1999.

For: **CAW-Canada and its Local 2213** For: **Air Ontario Inc.**

Sob Dufresne
Jurgen Fessler
Mary Power
Greg Spencer

David Van Trigt
Frank Christiansen
Cesar Longeri
Phil Majerle

LETTER OF UNDERSTANDING NO.1 -OFF-DUTY STATUS. INDUSTRIAL DISPUTES

- L1.01 The purpose of this Letter is to set forth the terms and conditions that will apply to employees covered by the Agreement in the event of an industrial dispute involving any group of employees not covered by this Agreement which causes a reduction or suspension of the operations of the Company for reasons beyond the control of the Company. The Union will be advised orally or In writing prior to any utilization of this Letter.
- L1.02 All provisions of the Collective Agreement not specifically modified by this Letter will remain in full force and effect. Any dispute arising from the terms and conditions of this Letter will be referred to the Director of the Department concerned without prejudice to the Union's right to initiate a formal grievance.
- L1.03 Only those employees who are not required to work during the period the Company's services are affected will be placed on "Off-Duty Status", hereafter referred to as "O.D.S."
- L1.04 Reductions will take place within each affected classification and base with classification seniority determining who will be retained on duty. |
- L1.05 Employees who are not required to work will be advised in writing and will be given a minimum of forty-eight (45) hours notice. At the

time such notice is given or within forty-eight (48) hours of such notice, the Company will produce and issue a letter to each employee placed on O.D.S. This letter will include a summary of Unemployment Insurance Commission procedures to be followed by the employees, the effect on Company insurance plans and any other relevant information.

- L1.06 An employee whom the Company is unable to contact to advise of O.D.S. will be placed on O.D.S. and the written notice provided for in L1.05 will be sent to the employee's last known address.
- L1.07 The shift schedules of employees who are retained on duty may be altered to conform with major changes in the normal working hours or work requirements at a location. Notice of any change to shift starting and terminating times will be provided to each affected employee at least twenty-four (24) hours in advance of the starting time of their originally scheduled shift or their new shift, whichever is the earlier. Notice of any change to days on and days off will be provided to each affected employee at least forty-eight (48) hours in advance of their originally scheduled day on or their originally scheduled day off, whichever is the earlier.
- L1.08 Overtime and recall will be offered in order of seniority, first to employees on O.D.S. who are qualified to perform the work and who have indicated their availability, and then to employees who have been retained on duty. The requirements of L1.05 will be waived for the employees returning to O.D.S.

- L1.09 Training which has been arranged or is ongoing at the time the Company's operations are affected will proceed as scheduled and the possibility of providing other training will be discussed with the Union.
- L1.10 An employee who is on vacation will continue on vacation and, if applicable, will be placed on O.D.S. in accordance with L1.06 to take effect on the day they were to return to work. An employee retained on duty will commence vacation as scheduled. An employee placed on O.D.S. will either commence their vacation as scheduled or alternatively, may elect to receive their vacation pay at a later date.
- L1.11 All insurance plans and benefits will continue in full force and effect during any period of O.D.S. and the employee's contribution to such plans and benefits will be collected by payroll deduction on their return to work.
- L1.12 Employees placed on O.D.S. will continue to accrue service and seniority.

LETTER OF UNDERSTANDING NO. 2 -TEMPORARY VACANCIES

L2.01 It is recognized that it is most desirable to staff the Company's operation with permanent employees whenever possible. Occasionally, however, it may be necessary to employ personnel to fill vacancies of a temporary duration. When such employment is utilized, care must be taken to avoid added burdens or deterioration of working conditions of other employees resulting from a lack of training of the personnel filling temporary vacancies.

L2.01.01 The Company may declare temporary vacancies for any of the following reasons:

L2.01.01.01 A temporary increase in work load not to exceed ninety (90) calendar days. Each such period at a location shall be separated by at least thirty (30) calendar days or such less time as may be mutually agreed to by the Company and the Union.

L2.01.01.02 To replace employees absent due to leave of absence, including illness and accident, not to exceed ninety (90) calendar days.

L2.01.01.03 To replace employees on vacation in a location or group of locations where less than two hundred and ten (210) calendar days vacation is scheduled in any calendar year. However, during the months of May through September and

December, the Company may use temporary employees to replace employees on vacation regardless of the number of calendar days vacation in the location or group of locations.

- L2.01.01.04 To replace employees on maternity, child care and adoption leave, not to exceed the length of the leave.
- L2.01.01.05 To replace employees on time off for Union business.
- L2.01.01.06 To replace employees released for training.
- L2.01.01.07 During the months of May through August, the Company will be entitled to utilize students on summer holidays to fill temporary vacancies for up to one hundred and twenty-three (123) calendar days, notwithstanding that the duration of those vacancies may otherwise be limited by the foregoing. Such students must be bona fide students of a recognized educational institution (i.e., secondary school, college or university) and must be dispensed with no later than August 31. In hiring such students, preference will be given to employee family members who are capable of performing the work.
- L2.01.01.06 To replace employees on a Training Instructor Special Assignment under Article 605.04.

L2.01.01.09 During the months of May through September and I
December, to replace employees requesting time off
pursuant to Article 13.04.02. |

L2.02 The Company will advise the Union District Chairperson in writing
and in advance as to the reason and duration of the temporary
vacancy and the name of the person filling the temporary vacancy.
Where advance notice is not possible, such advice will be provided
no more than seven (7) calendar days following the commencement
of the temporary vacancy.

L2.02.01 When a temporary vacancy is declared, the duration may be
extended by mutual agreement between the Company and the
Union at the Headquarters level provided such agreement is
achieved prior to the original termination date.

L2.03 Staff reductions In a classification in a base which may occur
while a temporary employee is filling a temporary vacancy in that
classification and base will be handled as follows:

(a) If the staff reduction occurs in the same status as the
temporary vacancy, the temporary employee will be released
from duty with the balance of the temporary vacancy being
filled by a permanent employee.

(b) If the staff reduction occurs in the other status, the
permanent employee being affected will be offered the ability
to fill the balance of the temporary vacancy. If accepted, the
temporary employee will be released from duty and the

permanent employee will be considered to be on a temporary change of status pursuant to the provisions of Letter of Understanding No. 11 with Article 10.06 applying, if necessary, at the end of the temporary vacancy as applicable to the employee's original status. If the temporary change of status is declined, the permanent employee will be handled as required under the provisions of Article 10.06.

- L2.04 Temporary employees filling temporary vacancies will be subject to the following:
 - L2.04.01 The duties performed will be in accordance with Article 4.
 - L2.04.02 Rates of pay will be in accordance with Article 5 and all premiums and allowances payable will be paid except that employees working for less than one (1) full calendar month or multiples of a full calendar month will be paid at the hourly equivalent rate for each hour worked.
 - L2.04.03 Hours of work will conform to Article 6. Temporary employees will follow the scheduled shifts of the employee who is absent or, in the case of Article L2.01.01.01 the scheduled shifts of a newly created subschedule.
 - L2.04.04 Use for relief duties in accordance with Articles 8.02.01 and 8.03.01 is strictly prohibited.
 - L2.04.05 Time spent filling a temporary vacancy will apply to the probationary period described in Article 9 of this Collective Agreement if the temporary employee should become permanent

during a period in which they are accruing service as provided for in L2.04.06.

L2.04.06 Seniority will not be accrued. However, a temporary employee will accrue service for the purposes of the provisions of this Letter of Understanding according to the following:

- (a) Service will commence based on the first date on which the employee commences work (including training) in a temporary vacancy.
- (b) Interruptions *in* periods of temporary employment of thirty (36) calendar days or less will not affect an employee's accrual of service.
- (c) Interruptions greater than thirty (30) calendar days will be considered a termination of employment and will result in the loss of all service accrued.
- (d) A temporary employee who becomes permanent will be given credit for service accrued and retained to the date on which they become permanent and will carry-over any benefits or rights accrued.

L2.04.07 At the conclusion of the temporary vacancy, the temporary employee will be released from duty, subject to their being utilized to fill another temporary vacancy. Termination of employment will occur as provided for in L2.04.06(c).

- L2.04.06 The provisions of Article 13.04 will not apply and all credits will be cleared from the temporary employee's time record at the end of each pay period and identified and paid on the pay cheque for each pay period.
- L2.04.09 Vacation pay will be based on the temporary employee's service and will be in accordance with Article 14.05. Vacation pay will be paid by January 31 of each year or upon termination as provided for in L2.04.06(c).
- L2.04.10 Work clothes will be provided as described in Article 19.02. Basic uniforms, consisting of items determined by the Company to be necessary will be provided at the same cost as the cost to permanent employees. The uniform maintenance and cleaning allowance, provided for in Article 19.03, will be paid to all temporary employees filling a temporary vacancy where a uniform is required.
- L2.04.11 Temporary employees will be represented by the Union and will pay Union dues assessed on the gross basic pay. They will have full rights to Articles 15 and 16 of this Collective Agreement excluding appeals under Article 16 when released from duty at the end of their term of employment or, if hired to fill the temporary vacancy described in Article L2.01.01.01, when the work load decreases or, if terminated as provided for in L2.04.06(c).
- L2.04.12 Temporary employees with at least six (6) months of service will be allowed sick leave in accordance with Article 11.05.

- L2.04.13 Temporary employees with at least six (6) months of service will be entitled to receive the same level of free and reduced rate transportation afforded to permanent employees on the Company's system only.
- L2.04.14 Temporary employees may apply for a vacancy which is not filled under the provisions of Article 12.
- L2.05 Temporary employees will be advised of their term of employment in writing, copy to the District Chairperson, prior to being hired or used to fill a temporary vacancy, including conditions of employment detailed above.
- L2.06 Nothing In the foregoing will result in a reduction of the work staff.

LETTER OF UNDERSTANDING NO. 3 - STORESPERSON

- L3.01 Notwithstanding the provisions of Articles 2.04.01, 2.04.02, 2.04.03 and 2.04.04, Management and other Company employees may perform bargaining unit work related to Stores in bases with less than ten (10) employees in the Storesperson classification provided such utilization does not result in a staff reduction.

- L3.02 It is recognized that in bases where no employees in the Storesperson classification are employed, employees in the Engineer classification do occasionally perform work falling within the Storesperson classification. It is also recognized that at Pearson International Airport, employees in the Engineer classification do perform work falling within the Storesperson classification. This may continue provided such utilization does not result in a staff reduction within the Storesperson classification.

- L3.03 It is recognized that employees in the Storesperson classification have occasionally been assigned other tasks during their work day which do not fall within the job description set out in Article 4.03, or any other classification covered by the Agreement. This may continue provided the employee is capable of performing such tasks and provided the utilization does not exceed one (1) full work day. It is also agreed that such utilization will be divided as equally as possible amongst the employees in the classification and base in which the work is being performed.

LETTER OF UNDERSTANDING NO. 4 - UNLICENSED MECHANICS

During bargaining for Agreement No. 5 the Company and Union discussed the utilization of unlicensed mechanics in the performance of some maintenance functions as described in Article 4.02. During this discussion it was recognized that employees or prospective employees may not wish to obtain the qualifications necessary for the Engineer classification even though they are competent to perform some of these maintenance functions and that there were certain types of these maintenance functions for which these employees would be suited. It was further recognized that the Company's need to utilize unlicensed mechanics was limited and was not intended to impact upon the job security of other employees or the opportunity for employees to obtain the qualifications necessary to progress within the Engineer classification. Therefore, and with these understandings, the following was agreed.

- L4.01 During the term of this Agreement the Company will be entitled to employ and utilize unlicensed mechanics in specialty shops (e.g. sheet metal, hydro-mechanical, avionics). Occasionally, when necessary, these employees may work outside their shop in their specialty.
- L4.02 Unlicensed mechanics will be paid in accordance with the rates of pay established for the Vehicle Mechanic classification.
- L4.03 A separate seniority list will be maintained for unlicensed mechanics. Staff reductions, lay off and recall will be handled amongst the unlicensed mechanics as a separate group and within each specialty shop except that an employee who is qualified to perform the work

in another shop will be entitled to fill a vacancy in that shop or displace a less senior employee in that shop.

- L4.04 Except as modified by the foregoing, the provisions of the Agreement will apply to unlicensed mechanics.

- L4.05 Nothing in the foregoing will lead to a staff reduction in the Engineer or Vehicle Mechanic classifications nor will it lead to a reduction of opportunity for an employee in the Engineer classification to attain the qualifications necessary to progress to another category within that classification.

**LETTER OF UNDERSTANDING NO. 5 - TEMPORARY MANAGEMENT
POSITIONS**

Notwithstanding the provisions of Article 10.04.04, employees may be utilized in temporary management positions subject to the following.

- L5.01 Employees utilized for temporary management positions will be limited to one (1) such assignment per year not to exceed three (3) calendar months duration.
- L5.02 Assignment to a temporary management position will be voluntary.
- L5.03 Employees in a temporary management position will not be involved in the discipline or discharge of any other employee.
- L5.04 All terms of the Agreement will apply to an employee in a temporary management position with the exception of Article 6.
- L5.05 Temporary management positions will not be available to part-time employees.
- L5.06 In the event an employee accepts a permanent position outside the scope of the Agreement within thirty (30) days of their temporary management assignment, the one (1) year period provided for in Article 10.04.04 will be considered to have commenced at the beginning of their temporary management assignment.
- L5.07 The Company will advise the Union District Chairperson in writing and in advance as to the name of the person filling the temporary management position and the duration. Where advance notice is not

possible, such advice will be provided no more than seven (7) calendar days following the commencement of the temporary management position.

LETTER OF UNDERSTANDING NO. 6 - APPLICATION OF VACATION
CALENDAR DAYS 713 - 714 and 613 SHIFT SCHEDULES

L6.01 The Company and the Union agree that the total number of working days which an employee may be off due to vacation will not exceed the number they would be off if the vacation was taken in one (1) block from the date on which the employee's first vacation block will commence.

L6.02 The Company will show, on the bulletin referenced in Article 14.03.02, the maximum number of working days off available to each employee, for example:

<u>Calendar Days</u>	<u>Working Days</u>	
	7/3 - 7/4	6/3
7	7	6
14	11	11
21	14	15
26	1 9	1 8
28	21	19
33	23	24
35	25	24
40	28	28
47	33	32

LETTER OF UNDERSTANDING NO. 7 - PART-TIME EMPLOYMENT

- L7.01 The Company will staff its operation with full-time employees whenever possible. It is recognized, however, that the use of part-time employees may be required in certain situations. Therefore, the following will apply in the use and employment of part-time employees.
- L7.02 The Company may utilize a maximum of three (3) part-time employees at each base in each five (5) hour coverage period provided for in L7.04 in each of the classifications of Customer Sales and Service Agent and Ramp Attendant. In addition, the Company may utilize one (1) part-time employee in the Storesperson classification in London and Toronto. The Company may also utilize a maximum of three (3) part-time employees in the Mini-STOC Coordinator classification. Utilization in any other classification shall be as mutually agreed between the Company and the Union at the Headquarters level.
- L7.03 Rates of pay will be based on the hourly equivalent, for the applicable classification, times the hours worked.
- L7.04 The standard work week will be twenty (20) hours. The standard work day will be four (4) hours excluding a meal and including a rest period. Standard shift schedules for part-time employees will comprise of the standard work week of twenty (20) hours which contain five (5) standard work days of four (4) hours each excluding a meal and including a rest period. Where operational requirements are such, the standard work day may be varied in span following the same principles as established in Articles 6.01.02, 6.01.02.01 and

6.01.03. When two (2) or more part-time employees are scheduled to cover a period of time, the total combined coverage will not exceed five (5) hours from the time of the commencement of the first part-time employee's shift and the termination of the last part-time employee's shift. When more than one period of coverage is required in the same day there will be a minimum of three (3) hours between the termination of one period and the commencement of another.

- L7.05 One (1) rest period and one-half (M) a meal period (15 minutes) will be included in each part-time shift. In the event a majority of the part-time employees affected so desire, the meal and rest periods may be joined into one period, provided Management and the Union District Chairperson agree to such an arrangement. Such period(s) will be scheduled in such a manner as to provide the benefits for which it is intended.
- L7.06 In cases where full-time employees do not wish, or are not available to fill necessary overtime and recall requirements, part-time employees may be used.
- L7.07 For holidays which fall on a part-time employee's day off, the employee will be credited with four (4) hours. When a holiday falls on a working day, the employee will receive a credit equal to one and one-half times (1- 1/2 X) the length of that work day.
- L7.06 Vacations will be bid separately by status and the vacations of employees in one status will not be affected by the vacations of employees in the other status.

L7.09 The following will apply in the application of Article 13.04 to part-time employees:

The maximum accumulation of hours in the time bank will be minus twelve (-12) hours and plus seventy (+70) hours.

In the conversion of time in the time bank to vacation as provided for in Article 13.04.01, each multiple of twenty (20) hours will constitute seven (7) calendar days vacation and fractions of twenty (20) hours will be converted to calendar days at the rate of one (1) calendar day's vacation for each three (3) hours.

L7.10 During periods of training, a part-time employee may be scheduled for the same hours as a full-time employee (including rest and meal periods).

L7.11 Part-time employees will enjoy the same benefit and insurance plans as established for full-time employees with the same levels of Company/employee contributions.

L7.12 Except as modified by the foregoing, the provisions of the Collective Agreement will apply to part-time employees; however, this will not preclude further modifications from being agreed upon by the Company and the Union at the Headquarters level.

LETTER OF UNDERSTANDING NO. 8 -COMPRESSED WORK WEEK

As provided for by Article 6.01.02.01, the standard work day may be varied in such manner as required to implement a shift schedule which is acceptable to the Company, the Union and a majority of the employees involved.

In order to facilitate the introduction of a compressed work week shift schedule and in recognition of the extent to which this differs from the standard work day and work week as contained in Article 6.01, the Company and the Union agree to the following:

L8.01 The shift schedule to be implemented will consist of the following rotation in each cycle of fourteen (14) calendar days which will constitute the averaging period for the purposes of reaching the standard forty (40) hour work week:

Two (2) work days
Two (2) days off
Three (3) work days
Two (2) days off
Two (2) work days
Three (3) days off

L8.02 Each shift will consist of twelve (12) scheduled hours inclusive of one (1) unpaid meal period of thirty (30) minutes duration scheduled in accordance with Article 6.05.02, and four (4) paid rest periods, two (2) of fifteen (15) minutes duration each and two (2) of ten (10) minutes duration each. Rest periods will be scheduled in each quarter of the shift, but not in conjunction with the meal period nor

the start or termination of a shift, and will be scheduled in such a manner as to provide the benefits for which they are intended.

- L8.03 Notwithstanding the provisions of Article 8.08, shift trades which would result in an employee working the equivalent of a double shift will not be offered or worked.
- L8.04 In the application of Article 7, overtime and recall which would result in an employee working the equivalent of a double shift will not be offered or worked. In addition, overtime under Article 7.03.01 which is more than two (2) hours in duration will be credited at double time (2X).
- L8.05 For the purposes of Letter of Understanding No. 6, the total number of working days which an employee on a compressed work week schedule may be off due to vacation will not exceed the following:

Calendar Day Entitlement	Working Days
7	5
14	7
21	12
26	14
28	14
33	17
35	19
40	21
47	24

Entitlements not specified above will be calculated in accordance with L6.01.

L8.06 Where an employee takes a portion of their vacation on one type of schedule and then changes to the compressed work week schedule, or vice versa, vacation entitlement will be determined by the following method:

- a) Multiply the maximum number of working days available to the employee by the paid hours for each shift.
- b) Multiply the number of working days taken as vacation by the paid hours for each shift.
- c) Subtract (b) above from (a) above.
- d) Divide the result obtained in (c) above by the paid hours for each shift in the new schedule. The result is the maximum number of working days remaining and available to the employee. If the result is .5 or more, rounding is up to the next higher whole number. If less than .5 rounding is down to the next lower whole number.

EXAMPLE 1

Employee with 33 calendar day entitlement changes from a 7/3 7/4 schedule to compressed work week schedule after taking one week's vacation.

- a) maximum working days available on 7/3 7/4 = 23
paid hours on each shift = 6.5
 $23 \times 6.5 = 149.5$ hours

b) working days taken = 7
paid hours on each shift = 8.5
 $7 \times 8.5 = 59.5$ hours

c) $195.5 - 59.5 = 138$ hours

d) paid hours on each shift now = 11.5
 $138 \div 11.5 = 11.8$
11.5

Maximum number of working days now available to employee = 12

EXAMPLE 2

Employee with 33 calendar day entitlement changes from a compressed work week schedule to a 7/3 7/4 schedule after taking one week's vacation.

a) maximum working days available on compressed work week = 17
paid hours on each shift = 11.5
 $17 \times 11.5 = 195.5$

b) working days taken = 5
 $5 \times 11.5 = 57.5$

c) paid hours on each shift now = 6.5
 $138 \div 6.5 = 16.2$
8.5

Maximum number of working days now available to employee = 16

LETTER OF UNDERSTANDING NO. 9 - WORK CLOTHES

The following comprises the work clothes to be provided to employees in accordance with Article 19.02:

- L9.01 A supply of six (6) sets of work clothes provided on an annual basis, each set to consist of the following:

a pair of work pants and 1 shirt
or
1 coverall

Each employee will have the option of specifying any combination of these items, including specifying long or short-sleeved shirts or coveralls, up to the six (6) set maximum. In addition, employees will have the option of exchanging one (1) shirt for two (2) t-shirts on an annual basis commencing with the 1997 ordering period.

- L9.02 The following items will be provided every two (2) years:

1 Winter Parka
1 Light Jacket

- L9.03 The Company will assume one-half (1/2) of the cost of an optional "farmer john" cold weather component. This allowance will be made available every two (2) years except where the component is damaged beyond repair by a work accident in which case the allowance will be made available earlier so that the component may be replaced. In the event the damage is repairable for less than replacement cost, the Company will assume the cost of repairs.

L9.04 In addition to the above, coveralls will be made available to employees working in Company maintenance facilities for use in particularly dirty jobs.

LETTER OF UNDERSTANDING NO. 10 - MAINTENANCE SUPERVISORS

In order to prevent problems and misunderstandings with respect to the use of Maintenance Supervisors and the working relationship between Maintenance Supervisors and employees, the following has been agreed:

- L10.01 The Company has the right to utilize supervisors provided such utilization does not conflict with the provisions of the Collective Agreement.
- L10.02 Supervisors will not be utilised to replace a Crew Chief except in those circumstances provided for in Article 2.04.
- L10.03 Maintenance Supervisors will be responsible for coordinating and scheduling aircraft maintenance and will, except in those circumstances provided for in Article 2.04, liaise with the Crew Chiefs to ensure that required maintenance is carried out by the crew for which each Crew Chief is responsible.
- L10.04 Where a conflict arises, the final authority as to the organization of workload by the Crew Chief or the work to be performed at the Crew Chief's direction shall rest with the Maintenance Supervisor who will bear complete responsibility for the decisions made by him.
- L10.05 The parties recognize that effective communication is required between the supervisors and Crew Chiefs to ensure efficient use of all resources. In order to promote better communication, mutual respect and understanding and to discuss ways and means of improving working conditions, methods, operating efficiency and the maintenance of good morale, regular meetings will be held when

required. These meetings will be scheduled in advance and in such a way as to ensure that a majority of the supervisors and Crew Chiefs will be in attendance.

LETTER OF UNDERSTANDING NO. 11 - TEMPORARY CHANGES OF STATUS

The following provisions have been agreed upon as the method to be used for offering temporary vacancies to employees prior to hiring off the street.

- L11.01 Part-time employees may be offered a temporary change of status to full-time to cover a requirement arising out of those reasons provided for in Article 6.03.01 and L2.01.01.
- L11.02 Subject to the provisions of L7.02, full-time employees may be offered a temporary change of status to part-time to cover a requirement arising out of those reasons provided for in Article 6.03.01 and L2.01.01.
- L 11.03 Where possible, an employee in the status in which the vacancy is occurring who wishes to have their shift or days on, days off changed will be accommodated in accordance with Article 6.03 prior to offering a temporary change of status. If this occurs, the resulting vacancy may be filled by an employee on a temporary change of status without offering same to another employee in the status.
- L11.04 Temporary changes of status will be offered, in order of seniority, to employees in the base and classification in which the vacancy is occurring. If the offer is accepted, the employee will be returned to their original status at the end of the temporary vacancy.
- L11.05 Acceptance of a temporary change of status will not prevent an employee from applying for or being awarded a permanent vacancy.

- L 11.06 In the event a temporary vacancy subsequently becomes permanent, it will be bulletined and awarded in accordance with Article 12.
- L11.07 The provisions of the Agreement which relate to the employee's original status will apply to the employee working temporarily in another status, unless modified by the following.
- L11.07.01 Rates of Pay** - as provided for in Article 5 and paid on the basis of the standard work week as provided for in Article 6.01 or L7.04, whichever is applicable to the temporary status.
- L11.07.02 Overtime and Recall** - as provided for in Articles 7.03, 7.04 and 7.06 as applicable to the employee's temporary status.
- L11.07.03 Relief and Special Assignments** - as provided for in Articles 6.02, 8.03 and 8.04 if applicable to the employee's temporary status.
- L11.08 Part-time employees on a temporary change of status to full-time will not be considered part of the complement of part-time employees for the purposes of L7.02.
- L11.09 Notwithstanding the provisions of L2.01.01, a part-time temporary vacancy caused as the result of a temporary change of status may be filled in accordance with Letter of Understanding No. 2.

LETTER OF UNDERSTANDING NO. 12 - RECIPROCAL TRANSFERS AND CHANGES OF STATUS

- L12.01 During the period August 16 to August 31 each year, the Company will post a bulletin to all employees advising that applications for transfer or change of status will be accepted for the purpose of actioning reciprocal requests. In order to be considered, all such applications from employees must be received no later than August 31.
- L12.02 Employees who desire to transfer or change status will be required to file a written request in accordance with the instructions on the bulletin by *the* specified closing date. Only requests received by the closing date will be considered.
- L12.03 Within fourteen (14) calendar days of the closing date, the Company and the Union Bargaining Committee Chairperson will review the applications which have been received by the closing date.
- L12.04 The applications from which each offer of reciprocal transfer or change of status will be made will be the application received from the most senior employee in the classification, and category/sub-category if applicable, and the matching application received from the most senior employee in the same classification, and category/sub-category if applicable, but other base and/or status.
- L12.05 Employees who cannot be offered a transfer or change of status because there is no reciprocal request from another employee will be advised in writing.

- L12.06 Employees who can be offered a transfer and/or change of status will be provided with a written offer and will be allowed seven (7) calendar days in which to provide written advice of their acceptance. All offers will be considered conditional until such time as the reciprocating transfer or change of status has been accepted by the other employee involved. Once the employees involved have advised of their acceptance, the transfer or change of status will be confirmed and the employees involved will be advised accordingly.
- L12.07 Employees whose request has been confirmed will be transferred, and/or have their status changed on a date established by agreement between the Company and the employees involved, but no later than January 31.
- L12.08 Vacation which will take place after January 1, or after the employee's transfer/change of status, whichever is the later, will be handled by the employee making their selection according to their new base/status. Where necessary, the employee will provide written notice of their selection(s) to the Company in the new base.
- L12.09 Relocation expenses for a reciprocal transfer/change of status will be the responsibility of the employee and the provisions of Articles 12.05 and 19.06.06 will not apply.

LETTER UNDERSTANDING NO. 13 - MINI-STOC COORDINATORS

L13.01 Notwithstanding the provisions of Article 2.04.01, management and other Company employees at other bases may perform work related to Toronto Mini-STOC operations. It is agreed that this may continue so long as the performance of such work does not result in a reduction of employees in the Mini-STOC Coordinator classification.

L13.02 It is recognized that employees have occasionally been assigned to perform other tasks within the Mini-STOC Centre which are normally performed by Mini-STOC management. This may continue provided the employee is capable of performing such tasks and provided the utilization does not exceed one (1) full work day. It is also agreed that such tasks will be divided as equally as possible amongst the employees in the classification.

APPENDIX 1 - PANEL OF ARBITRATORS

PANEL OF ARBITRATORS

G. BRENT

P. KNOPF

R.H. MCLAREN

W.B. RAYNER

R. MACDOWELL

The above panel will be reviewed annually at the first Union-Management Headquarters (UMHQ) meeting each year and may be revised by mutual agreement. In addition, vacancies will be filled by mutual agreement as they occur.

**APPENDIX 2 -APPLICATION FOR CORRECTION TO AIR ONTARIO/CAW
SENIORITY LIST**

APPLICATION FOR CORRECTION TO
AIR ONTARIO/CAW SENIORITY LIST

Date: 1 9

TO: Air Ontario Inc. COPY TO: CAW-Canada
Human Resources Dept. 205 Placer court
1000 Air Ontario Drive Willowdale, Ontario
London Airport M2H 3H9
London, Ontario Attn: Greg Spencer
N5V 3S4

I request the following correction(s) to the Air Ontario/CAW Seniority List dated _____

NAME: _____

CLASSIFICATION: _____ CATEGORY: _____

EMPLOYEE NO.: _____ BASE: _____

SENIORITY LIST PAGE NO.: _____

COMPANY SERVICE DATE SHOWN: _____

COMPANY SERVICE DATE SHOULD SE: _____

UNION SENIORITY DATE SHOWN: _____

UNION SENIORITY DATE SHOULD BE: _____

OTHER CORRECTIONS: (i.e.. Employee No., Name, Base, Classification, Category, Status,
Tie Breaker):

FOR HEADQUARTERS USE ONLY

APPENDIX 3- TIME BANK WITHDRAWAL FORM

TIME BANK WITHDRAWAL

(Article 13.04)

Name	Employee No.
Classification	Base

Complete one of the following sections and submit to your Supervisor.

PAY

Note: Requests must be submitted no later than 14 days prior to the pay date on which you wish to receive payment.

Number of hours to be converted to pay - _____

Pay date payment to be made - _____

TIME OFF

Date	Shift Times	OK	Date	Shift Times	OK

The Supervisor will initial in the OK column which date(s) are granted.

Total hours requested - _____ (to be entered by requesting employee)

Total hours granted - _____ (to be entered by Supervisor)

Note: Ensure any unpaid meal periods during the shift are deducted from the above hours.

VACATION

Note: Requests must be submitted no later than September 15 of the year prior to the year in which the vacation is to be taken.

See Article 13.04.01 or L7.09 for the conversion formula.

Number of hours to be converted - _____ equals _____ vacation days.

Signature	Date
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APPENDIX 4 - CONTRACTED OUT WORK AS OF MAY 18, 1994

	Customer Sales & Service	Mini-STOC Coordinators	Ground Handling	Maintenance	Vehicle Maintenance	Aircraft Cleaner	Commissary
YYZ	X		X	*	X		X
YTZ		X			X		
YQT	X	X	X	*	X	X	X
YOW	X	X	X		X	X	X
YUL	X	X	X	X	X	X	X
YTS		X	X	X	X	X	X
YYB		X	X	X	X	X	X
YXU		X					
YAM		X	X	X	X	X	X
YSB		X	X	X	X	X	X
YQG		X	X	X	X	X	X
YWG	X	X	X	X	X	X	X
YZR		X	X	X	X	X	X

X - Work currently contracted out or not performed.

* - Some work being contracted out at bases where there are covered employees.

NB - Aircraft maintenance in bases marked is sometimes performed by an employee from another base.

US Stations - excluded from chart.

APPENDIX 5 - LIGHT GROOMING FOR THE PURPOSES OF ARTICLE 4.04, NOTE 1

TASK	REQUIRED	UPON REQUEST
Clear flight deck of debris and remove garbage	X	
Clean flight deck windows, outside & inside	X (Overnighting aircraft only)	X
Empty galley garbage bin and replace bag. Rinse bin if required.	X	
Wipe down galley surfaces with disinfectant cleaner	X (Overnighting aircraft only)	X
Empty galley ice drawer & rinse	X (Overnighting aircraft only)	X
Clean galley floors, ceiling & sidewalls of splatters if necessary	X (Overnighting aircraft only)	X
Remove debris from cabin floor	X	
Wipe down seat trays (including stowed seat trays) with disinfectant cleaner	X (Overnighting aircraft only)	X
Pick-up and stow newspapers magazines	X	
Pick-up and stow pillows & blankets	X	
Clean cabin ceiling, overhead bins, windows & sidewalls of splatters if necessary	X (Overnighting aircraft only)	X
Brush off passenger seats and replace soiled seat covers	X (Overnighting aircraft only)	X

TASK	REQUIRED	UPON REQUEST
Crossing seat belts	X	
Wipe down and restocking of lavatory	X (Overnighting aircraft only)	X
Clear debris from lavatory and remove garbage	X (Overnighting aircraft only)	X
Tidy wardrobe and remove stowed garbage	X	
Replenish seat pocket literature	X (Overnighting aircraft only)	
Motion sickness clean-up		X

It is understood that completion of the tasks described will be subject to there being sufficient time, staff, supplies and equipment. If necessary, the Lead Ramp Attendant will prioritize the duties to be performed.

APPENDIX 6 - ARTICLE 12.03.01(B) -CLASSIFICATION QUALIFICATIONS

For the purposes of Article 12.03.01(b), the following areas will be covered in the basic and general knowledge examination.

Classification	English	Math	Typing	Geography	Industry Knowledge	Aircraft Knowledge	Structured Interview
CSSA	X	X	X	X	X		X
Ramp Attendant	X	X				X	
Aircraft Cleaner	X					X	
Mini-STOC	X	X	X	X		X	X
Stores	X	X	X			X	X

Effective January 1, 2000, applicants for permanent vacancies must have qualified themselves to bid on such vacancies by passing the examination at least thirty (30) days prior to the issuance of a notice of vacancy, otherwise the employee will not be considered eligible to apply. Employees who do not pass the examination will not be eligible to re-write the test for sixty (60) days.

MEMORANDUM OF SETTLEMENT

1. The provisions of this negotiated settlement, which includes all provisions of Collective Agreement No. 9 except those items modified and signed by the parties as of August 18, 1999, or detailed in the following, are subject to ratification by the Union membership which shall be completed as soon as possible. The Union agrees to fully recommend complete acceptance of the tentative Agreement to its members.
2. The duration of the new agreement will be from July 1, 1999 to June 30, 2002. Once ratified, the revised provisions of the Collective Agreement shall be effective on the date of ratification, except as denoted in the Collective Agreement or as specified herein.
3. With the exception of the pay scales for Aircraft Maintenance Engineer, Junior Engineer and Apprentice Engineer, the negotiated increase to the rates of pay effective July 1, 1999 is 4%. In addition, the 5th year level of the Ramp Attendant/Aircraft Cleaner scale will be set at \$15.02 effective July 1, 1999. Pay scales for Aircraft Maintenance Engineer, Junior Engineer and Apprentice Engineer effective July 1, 1999 will be as attached to this Memorandum. Effective July 1, 2000, all rates will be increased by an additional 3.5% with an additional 3.5% effective July 1, 2001.
4. Retroactive pay resulting from improvements to the rates of pay which are retroactive to July 1, 1999 will be paid by separate cheque no later than fourteen days following ratification. All normal deductions shall apply.

5. At the first UMHQ meeting following ratification, the Company and Union will discuss and attempt to find a resolve to difficulties in covering work requirements arising during employee absences in the sub-categories of Avionics, Sheet Metal, Propulsion end Wheels and Brakes.
6. During the term of this Agreement, the Company and Union at each base will develop procedures for the distribution of overtime/recall and the granting of time off under Article 7.05.01 for each location. If no agreement is reached within a reasonable period of time, the matter may be referred to a Union-Management Headquarters meeting for discussion and resolution.
7. Vision Care - Effective July 1, 2000, the Vision Care benefit will be increased to \$200.00.
8. In order to address the Company's concerns with current skill levels at Pearson International Airport, it is agreed that, notwithstanding the provisions of Article 12.03 and only when the number of employees in the Aircraft Maintenance Engineer category in the Line Maintenance sub-category at Pearson International Airport is less than sixteen (16) the Company will be entitled to bypass all of the transfer requests made by senior employees in the Apprentice category and other classifications in favour of awarding the vacancy(ies) to the most senior applicant(s) from the Aircraft Maintenance Engineer or Junior Engineer category in the Line Maintenance sub-category. If there are no applicants from the Aircraft Maintenance Engineer or Junior Engineer category in the Line Maintenance sub-category, the Company may fill the vacancies with new hires who have the qualifications required of an Aircraft Maintenance Engineer in the Line Maintenance sub-category. It is understood and agreed that this provision will not apply in the

application of Article 10.06, Staff Reduction, nor will it affect the application of Article 10.07, Lay-off and Recall.

9. It is understood and agreed that the description of light grooming duties contained in Appendix 5 is solely intended to clarify those duties and is not to be construed as providing the Company with the ability to replace an employee in the Aircraft Cleaner classification with an employee in the Ramp Attendant classification nor will the performance of such light grooming duties by Ramp Attendants result in a reduction of staff in the Aircraft Cleaner classification.
10. While it is expected that employees who become aware of defects in vehicles or equipment will report them to the appropriate personnel, it is also understood that employees in the Engineer classification who are employed in a base where there is no employee in the Vehicle Maintenance classification, Article 4.07, may be required to perform basic vehicle inspections on Company equipment in their base. Such basic vehicle inspections will be comprised of the following:
 - Checking & replenishing fluid levels (except brake fluid)
 - Checking tires for pressure & visible defects
 - Ensuring lights&flashers are working
 - Washing vehicles with a pressure washer or other mechanized means
 - General walk-around condition check
 - Reporting of defects to Management
11. Editorial changes to the Collective Agreement are subject to mutual agreement.

12. The provisions of this Memorandum form part of the Collective Agreement and are subject to the provisions of Article 15.
13. All items previously agreed to and not covered herein will form part of the tentative agreement.

Dated at London, Ontario this 18th day of August, 1999

For: **CAW-Canada and Its Local 2213**

Sob Dufresne
Jurgen Fessler
Mary Power
Greg Spencer

For: **Air Ontario Inc.**

David Van Trigt
Frank Christiansen
Cesar Longeri
Phil Majerle

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