

Collective Agreement

Between

Northwest Airlines, Inc.

and

**Customer Service Agent, Ticket Sales Agent and
Reservation sales Agent Employees
In the Service of Northwest Airlines Inc.
In Canada**

**Begins:
01/01/1989**

**Terminates:
12/31/1992**

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SEP 15 1989

AGREEMENT

between

NORTHWEST AIRLINES, INC.

and

**CUSTOMER SERVICE AGENT, TICKET SALES AGENT AND
RESERVATION SALES AGENT EMPLOYEES
IN THE SERVICE OF NORTHWEST AIRLINES, INC.
IN CANADA**

as represented by

TRANSPORTATION COMMUNICATIONS UNION

This Agreement is made and entered into in accordance with the provisions of the Canada Labour Code by and between Northwest Airlines, Inc. (company) and the Agent employees employed by it in Canada who are represented by the Transportation Communications Union (hereinafter "TCU" or "Union"). The predecessor agreement to this Agreement is the agreement between Northwest Airlines, Inc. and transportation agent, ticket sales agent and reservation sales agent employees in the service of Northwest Airlines, Inc. in Canada signed on August 30, 1985, as represented by the Brotherhood of Railway and Airline Clerks (including all side letters or amendments incorporated therein or otherwise executed prior to the date of signing of this Agreement and including the Transition Agreement for Fleet and Passenger Service Employees of Northwest Airlines, Inc. in Canada signed on April 24, 1987).

ARTICLE 1

RECOGNITION

In accordance with the Certification issued by the Canada Labour Relations Board on March 20, 1987, the Company hereby recognizes the Union as the duly designated and authorized representative of all employees of Northwest Airlines, Inc. employed in Canada, excluding station manager ground service (Edmonton and Winnipeg), senior account manager (Edmonton and Winnipeg), sales manager (Edmonton and Winnipeg), customer service manager (Montreal and Toronto), area sales manager (Montreal and Toronto), and secretary to the manager (Toronto).

ARTICLE a

CLASSIFICATION OF WORK

- | A. Customer Service Agent
- | The term "**Customer Service Agent**" as used herein shall mean an employee whose duties are generally assigned to load supervision, passenger service and any other duties that may be necessarily assigned to a Customer Service Agent.
- | B. Customer Service Agent Supervisor
- | The term "**Customer Service Agent Supervisor**" as used herein shall mean an employee who, in addition to working as a Customer Service Agent, is responsible for training and supervision of Customer Service agents.
- | C. Secretary-Customer service Agent
- | The term "**Secretary-Customer Service Agent**" as used herein shall mean an employee employed by the company in that capacity.
- | D. Customer Service Agent Interpreter
- | The term "**Customer Service Agent Interpreter**" as used herein shall mean an employee employed by the company in that Capacity.
- E. Ticket Sales Agent
- The term "**Ticket Sales Agent**" as used herein shall mean an employee employed by the Company in that capacity.
- F. Ticket Sales Agent II
- The term "**Ticket Sales Agent II**" as used herein shall mean an employee employed by the Company in that capacity.
- G. Ticket Sales Agent Interpreter
- The term "**Ticket Sale6 Agent Interpreter**" as used herein shall mean an employee employed by the Company in that capacity.
- H. Reservation Sales Agent
- The term "**Reservation Sales Agent**" as used herein shall mean an employee employed by the Company in that capacity.
- I. Lead Reservation Sales Agent

The term "Lead Reservation Sales Agent" as used herein shall mean an employee who, in addition to working as a Reservation sales Agent, is responsible for training and supervision of Reservation Sales Agents.

All normal and customary customer service agent work assigned to and being performed as of July 13, 1989, by employees covered under this Agreement at stations into which the company operates as of such date will continue to be performed by such employees and such work will not be contracted out.

ARTICLE 3

HOURS OF SERVICE

- A. Eight (8) consecutive hours of service exclusive of meal period will constitute a standard work shift.
- B. 1. A standard workweek shall consist of five (5) consecutive eight (8) hour workdays and two (2) consecutive days off within seven (7) consecutive days. Whenever practical to do so, Saturdays and Sundays will be the scheduled days off for full-time employees. The Company may continue the present practice of permitting employees to work in excess of five (5) consecutive days and/or without two (2) consecutive days off within seven (7) consecutive days provided the employee is scheduled to receive four (4) days off within two (2) week payroll period. Deviations from the standard workweek for individual stations or locations may be made from time to time upon mutual agreement between the Company and the TC *via* Chairperson in order to meet operational needs.
2. A rebid of work schedules will occur at each station at least once each calendar year. In connection with any rebid, if fifty percent plus one (50% + one) of the employees at a station desire to propose an alternative work schedule they may do so provided their proposed schedule meets operational requirements and does not involve an increase in staff or overtime. If after discussion with the local Union representative, the schedule is not acceptable to the local manager, the original shift schedule posted by the company will remain in effect. A request for review of the local manager's decision may be filed with the District Manager of Ground Services within ten (10) days from the date of the local manager's decision. An appeal hearing shall be held within ten (10) days after receipt of the appeal by the District Manager of Ground Services. The District Manager of Ground Services will issue a decision within five (5) days after closure of the hearing and his decision on the issue shall be final.
- C. The starting time of shifts will be governed by the needs of the service, but the Company will try to avoid beginning shifts between the hours of one (1:00) a.m. and five (5:00) a.m.
- D. Work Schedules
1. Regular work Schedules

Regular work schedules shall have a fixed starting time that shall be the same for each day.

2. Relief Work Schedules

a. Schedule-Relief Work Schedule

Schedule-Relief work schedules may be established by the Company to:

- (1) Provide replacement coverage for employees who are on their regular days off and/or
- (2) Augment the work force on a scheduled basis.

b. Ready-Relief Work Schedule

Ready-Relief work schedules may be established by the Company to:

- (1) Augment the work force on an as-needed basis and/or
- (2) Provide replacement coverage for employees who are:
 - (a) on vacation or
 - (b) otherwise absent from work for any reason for an anticipated period of two (2) months or less.

c. Relief work Schedules may have different starting times on different days of the week.

d. Employees assigned to relief work schedules shall be scheduled to receive at least twelve (12) hours off duty between scheduled work shifts (except when an employee changes starting times as a result of bidding or the exercise of seniority rights). A ready relief work schedule will state the shift and regular days off (rotating or specific fixed) to be scheduled for work by the employee when not acting in a relief capacity (home work schedule).

3. Working schedules shall be scheduled and posted and shall state the primary bid area, starting time and days off (fixed or rotating). At stations where there are twenty (20) or more agents employed, the company may only require fifty percent (50%) of the agents on a shift in a primary bid area (with a minimum of one (1)

employee) to be cross-trained and qualified in all agent functions performed at the station. Such training will be offered in seniority order and, if there are insufficient volunteers, employees shall be assigned in reverse order of seniority.

4. There shall be no change in the starting time of a shift without thirty-six (36) hours notice to the employee affected.

E. Full-time employees and part-time employees scheduled to work a full shift on a given day(s) will be granted, according to arrangements of local management at each location, a ten (10) minute rest period during each half of the work shift without loss of pay. Part-time employees who are scheduled to work four (4) or more hours but less than a full shift on a given day will be granted a ten (10) minute rest period during the first four (4) hours of their shift.

F. Part-Time Employees

1. Part-time employees will not be scheduled to work more than twenty-five (25) hours or more than five (5) days during a workweek. Part-time employees will not be scheduled to work split shifts. A part-time employee scheduled to work a full shift on a given day(s) will not be scheduled to work more hours on such shift than would be scheduled to be worked by a full-time employee on such shift. A part-time employee will be scheduled to receive two (2) consecutive scheduled days off in a workweek. A part-time employee will be scheduled to work a minimum of four (4) hours on each day he/she is scheduled to work.
2. The company will not employ part-time employees' (1) so as to displace or replace permanent, full-time employees who would normally be required or (2) so long as any full-time employee at the station or location in the classification involved is on layoff from a permanent position due to a reduction in force at that station or location. New part-time positions will not be established in a classification at a station or location until a period of thirty (30) days has elapsed after the date of layoff by the Company of any full-time permanent employee(s) in a reduction in force in the same classification at the station or location unless such employee(s) has been recalled to his or her full-time permanent position(s) during such thirty (30) day period.
3. In the event of a reduction in force, part-time employees at the station or location and in the classification being reduced will be laid off

before any full-time permanent employees in the classification and at that station or location are laid off. An employee who is laid off or displaced from a part-time position and who has established seniority in Seniority Districts A, B, or D may exercise such seniority against junior full-time employees in accordance with Article 11.

4. Part-time employees will establish seniority on a separate District seniority list to be identified as "District C - Part-time Employees." Seniority dates on the District C list shall be from date of hire or transfer into a part-time position. An employee transferring between District C and another seniority district shall be governed by the provisions of Article 9, Paragraph I.
5. Effective August 1, 1989, part-time employees will be provided the following fringe benefits:
 - a. Part-time employees shall accrue vacation credit in accordance with completed years of service at the following rates for each month of service thereafter:

<u>Completed Years of Service</u>	<u>Rate of Accrual Per Month of Service Thereafter</u>
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Less than 4	5.0 hours
4 but less than 9	7.5 hours
9 but less than 16	10.0 hours
16	12.50 hours

- b. part-time employees shall accrue sick leave credit at the rate of five (5) hours for each month of service.
- c. A part-time employee who uses sick leave or vacation may claim such benefit for the number of hours he/she was scheduled to work on the day in question. The employee should indicate on his/her timecard the number of hours requested for the day. Failure to designate a request will be deemed to be an election by the employee that he/she desires to be paid four (4) hours vacation or sick leave for the day in question.
- d. Part-time employees will be provided the holidays set forth in Article 6 A., except for the Employee's Anniversary Date of Hire.
- e. Part-time employees will be provided insurance benefits as set forth in Article 23 (Insurance).

6. Part-time employees will not be offered work in excess of their scheduled hours, unless sufficient overtime of the duration needed is not readily available from the full-time employees regularly assigned to the work for which overtime is required. In the event it is necessary to work part-time employees in excess of their scheduled hours, they will be paid overtime rates at one and one-half (1-1/2) times the straight time rate only for hours in excess of eight (e) hours per day or forty (40) hours per week.

7. The number of part-time positions on the system shall not exceed thirty-five percent (35%) of the number of employees employed under this Agreement. All fractions will be rounded up to the next whole number.

a. If the premier of any province or mayor of any city declares in writing a state of extreme weather emergency advising people not to travel, employees employed within the affected area who are unable to report for work will be permitted a choice of authorized leave time or to use vacation time to receive pay for scheduled work missed during the time such emergency exists.

H. At the discretion and upon the advance approval of management, employees in the same classification may be permitted on a case-by-case basis to trade days off. In implementing a trade day policy; local management will meet and confer with local TCU representatives in an effort to reach agreement on a local trade day policy for their station. However, all local trade day policies will contain the following minimum standards:

1. Definitions:

a. **Scheduled Employee** -- means the employee who is regularly scheduled to work on the trade day.

b. **Working Employee** -- means the employee who is actually working for the Scheduled Employee on the trade day.

2. Trade day shall be repaid by work time only. NO EXCEPTIONS. Just cause shall exist for the discharge of any employees proven to have engaged in a cash payback for a trade day. Holiday trades must be repaid on the basis of twenty (20) hours for eight (8) hours.

3. A trade day is not authorized until approved in advance in writing by a manager or his designee

and recorded in appropriate records. Requests for trade day approval must specify the-repayment day.

4. Employees may not trade days during their probationary period.
5. No trade day shall be approved that would cause a Working Employee to work more than thirteen (13) consecutive days.
6. A Working Employee shall punch in on a supplemental timecard. The time displayed on the supplemental card shall be identified as trade day time by making the notation "TD -- worked for John Doe." The manager or his designee shall record the time on the timecard of the Scheduled Employee by making the notation "TD -- worked by Richard Doe."
7. Overtime worked in conjunction with a trade day will apply to the Working Employee. The supplemental timecard will be punched out at the end of eight (8) hours, and the working Employee will punch back in on his or her own timecard. Overtime worked immediately preceding or following the shift will be "early call-in" or "holdover" overtime and not "day off overtime." In applying the "early call-in" and "holdover" overtime rules of Article 5, the Working Employee will assume the seniority date of the Scheduled Employee.
8. Both the Working Employee and the Scheduled Employee are jointly responsible for ensuring that scheduled work time is performed. Absence of the Working Employee for any reason on a trade day may result in suspension of trade day privileges for the Working Employee.
9. No trade day shall be approved that would cause a Working Employee to work more than one (1) double shift in any given workweek.
10. This local trade day policy will apply to both full-time and part-time employees.

If local management and TCU representatives are unable to reach agreement on a local trade day policy, local management may establish a trade day policy which shall contain at least the above minimum standards.

ARTICLE 4

MEAL PERIOD

A. Paid Meal Period

1. A paid meal period shall be provided only for regular operations requiring more than nineteen and one-half (19-1/2) continuous hours.
2. For regular operations requiring continuous hours, eight (8) consecutive hours will be assigned as constituting a day's work with the understanding that a meal period of twenty (20) minutes without deduction in pay will be granted within one (1) hour each way from the middle of the tour of duty.
3. When the meal period granted is not within the range set forth in A.2. above, the employee shall be paid twenty (20) minutes at the employee's straight time rate.
4. When a meal is not permitted during the employee's tour of duty, the employee shall be paid twenty (20) minutes at the rate of time and one-half.

B. Unpaid Meal Period

1. For all operations other than regular operations requiring more than nineteen and one-half (19-1/2) continuous hours, an unpaid meal period of not less than thirty (30) minutes nor more than one (1) hour shall be provided and regularly assigned within one (1) hour each way from the middle of the tour of duty.
2. When the needs of the service make it necessary, such meal period may be given within a period of forty-five (45) minutes in advance of or forty-five (45) minutes following the established meal period.
3. If such meal period is not allowed within the range set forth in B.2. above, the employee shall be paid for the full meal period at the rate of time and one-half and in lieu of the full meal period will be granted twenty (20) minutes away from the employee's work station without deduction in pay.
4. If no meal period is permitted during the employee's tour of duty, the employee shall be paid one (1) hour at the rate of time and one-half.

- . For continuous service before or after regular working hours, employees will not be required to work more than two (2) hours without being permitted a meal period, and they will then be allowed a thirty (30) minute period to eat without loss of time.
- . Part-time employees working four (4) hour shifts will not be allowed a meal period during their four (4) hour tour of duty. Part-time employees working full shifts will be allowed a meal period (paid or unpaid) during their tour of duty in accordance with the meal period provisions applicable to full-time employees.
- E. A "tour of duty" begins with an employee's regularly scheduled shift starting time and concludes at the employee's regularly scheduled shift ending time.

ARTICLE 5

OVERTIME

- A. Overtime rate of time and one-half computed on the basis of tenths of an hour with a minimum of one (1) hour overtime shall be paid for all work performed in excess of eight (8) hours in any workday (except when an employee changes shifts as a result of bidding or the exercise of displacement rights), for all work performed continuously either before or after regularly scheduled hours (except when an employee changes shifts as a result of bidding or the exercise of displacement rights) and for all time worked with a minimum of four (4) hours on one (1) of the two (2) scheduled days off each workweek (except when an employee chooses to work less than four (4) hours in which case pay will be for actual time worked at the applicable overtime rate).
- B. overtime rate of double time shall be paid for all time worked in excess of twelve (12) hours in any workday (except when an employee changes shifts as a result of bidding or the exercise of displacement rights) and for all time worked with a minimum of eight (8) hours on the second regularly scheduled day off in a workweek if the first scheduled day off has been worked (except when an employee chooses to work less than eight (8) hours in which case pay will be for actual time worked at the applicable overtime rate).
- C. Employees will not be required to suspend work during regular working hours to absorb overtime.
- D. Overtime work will be distributed in the following order:
1. To qualified employees who are readily available to perform the work on a voluntary basis at the rate of time and one-half, in seniority order.
 2. To qualified employees who are readily available to perform the work on an involuntary basis at the rate of time and one-half, in reverse seniority order.
 3. To qualified employees who are readily available to perform the work on a voluntary basis at the rate of double time, in seniority order.
 4. To qualified employees who are readily available to perform the work on an involuntary basis at the rate of double time, in reverse seniority order.
- E. An employee who has been relieved from duty and has left the premises and who is recalled to duty, to perform work not continuous with the regular work

period, shall be paid not less than four (4) hours pay at the overtime rate.

No overtime shall be worked except by direction of the proper supervisory personnel of the Company, except in cases of emergency where prior authority cannot be obtained,

1. There shall be no pyramiding of overtime rates provided for in this Agreement, and no employee shall receive more than double the straight time rate for any hours worked.
1. An employee who is required by the company to attend a meeting on one of his or her days off shall be paid at the applicable overtime rate for the actual time spent at such meeting with a minimum of four (4) hours, except an employee shall not be compelled to attend more than twelve (12) such meetings on his or her days off in any calendar year. An employee who is required by the Company to attend classroom training on his or her days off shall be paid at the applicable overtime rate for the actual time spent with a minimum of four (4) hours. An employee who is required to attend classroom training or meetings before or after and continuous with his or her shift shall be paid the applicable overtime rate for the actual time spent attending such training or meetings,
- I.
 1. For overtime purposes, a workday shall begin with the starting time of an employee's regularly scheduled work shift and shall continue for a twenty-four (24) hour period or until the employee's next regularly scheduled work shift, whichever period is shorter, except that work performed for a period of eight (8) hours or less immediately prior to and continuous with the employee's next regularly scheduled workday shall be considered a part of that workday.
 2. The employee's first scheduled day off shall begin immediately following his or her last workday and continue for a twenty-four (24) hour period, except that work performed for a period of eight (8) hours or less immediately prior to and continuous with the start of the employee's first scheduled day off shall be considered a part of the first day off.
 3. The employee's second regularly scheduled day off shall begin immediately following his or her first day off and shall continue until the beginning of the employee's next regularly scheduled workday, except that work performed for a period of eight (8) hours or less immediately prior to and continuous with the start of the employee's second

regularly scheduled day off shall be considered a part of the second day off and except that work performed for a period of eight (8) hours or less immediately prior to and continuous with the employee's next regularly scheduled workday shall be considered a part of that workday.

4. When rotating days off require an employee to be scheduled for three (3) consecutive days off, the employee's second day off shall begin immediately following the first day off and shall continue for a twenty-four (24) hour period. In such case the employee's third day off shall begin immediately following the second day off and shall continue until the beginning of the employee's next regularly scheduled workday, except that work performed for a period of eight (8) hours or less immediately prior to and continuous with the employee's next regularly scheduled workday shall be considered a part of that workday. No overtime rate will be paid for any regularly scheduled eight (8) hour workday except as provided herein for work performed on a holiday.

NOTE: When an employee is scheduled for three (3) consecutive days off in each of two (2) consecutive weeks, pay shall be as follows for work performed on such days:

First Week: First day off - time and one-half
second day off - double time
Third day off - time and one-half

Second Week: First day off - double time
Second day off - time and one-half
Third day off - double time

The total of six (6) days off is to be considered as being the same as three (3) weekends with two (2) days off in each; therefore, double time will only be paid in the event the previous day for which time and one-half is listed above has been worked.

- J. The Company agrees that overtime will not be used to avoid the employment of sufficient personnel to adequately and efficiently staff its operation, and the employees agree that they may be required to work a reasonable amount of overtime unless there are compelling and valid reasons for declining.
- K. Employees shall be given as much advance notice as possible of contemplated overtime work.

ARTICLE 6

HOLIDAYS

- A. Employees covered by this section will observe the following holidays:

New Year's Day
Good Friday
Victoria Day
Canada Day
Labour Day
Thanksgiving Day
Christmas Day
Remembrance Day
Boxing Day
Employee's Anniversary Date of Hire

- B. should the employee's anniversary date of hire fall on a scheduled day off or on one (1) of the other nine (9) holidays, the following scheduled workday shall be observed as the holiday unless a substitute scheduled workday is agreed upon as provided in C. below. An employee whose anniversary date of hire falls on February 29 shall substitute February 28 as the holiday in those years which do not have twenty-nine (29) days in February.
- C. An Employee's Anniversary Date of Hire holiday may be observed on a substitute scheduled workday at the request of either the employee or the employee's supervisor providing the parties mutually agree to such substitution. Should either the employee or the supervisor reject such request, the holiday must be observed on the employee's anniversary date of hire. The substitute day must be observed within thirty (30) days on either side of the employee's actual anniversary date of hire.
- D. Should the government declare another statutory holiday (e.g., Heritage Day), then that holiday will be recognized in lieu of the Anniversary Date of Hire holiday. From and after the date such statutory holiday is declared, the Anniversary Date of Hire holiday shall cease to exist. An employee who has already observed his or her Anniversary Date of Hire holiday in the calendar year in which such statutory holiday is declared will have one (1) day of vacation deducted from his or her vacation accrual.
- E. Any employee required to work on any of the foregoing holidays shall be compensated for such work at the rate of two and one-half (2 1/2) times his regular straight time rate for all time worked with a minimum of eight (8) hours (except when an employee chooses to work less than eight (8) hours, in which case holiday pay will be

paid for actual time worked and straight time paid for the balance of the eight (8) hours). Holiday time is considered to be all time worked on a shift which commences at or between twelve-one (12:01) a.m. and twelve (12:00) midnight of the holiday.

- | F. Employees scheduled to work but not required to work on the above mentioned holidays will be compensated for the day for eight (8) hours at Straight time rate.
- | G. Employees in regular service not scheduled to work and not required to work on the above-mentioned holidays shall be paid at the rate of straight time for eight (8) hours for such holidays.
- | H. This paragraph applies only to employees in the agent job classifications and only to fixed holidays:

When in the Company's judgment the needs of the service will permit a given number of agents at a station or location to be released from duty on a fixed holiday which for them is a regularly scheduled workday:

1. Agents who want the holiday off will be permitted on a voluntary basis to place their names on a sign-up list posted or circulated by local management.
2. Volunteers will be grouped according to their vacation bid area and type of shift (i.e., day, afternoon or night).
3. Subject to skill and qualification requirements, volunteers will be granted the holiday off in seniority order in whatever numbers are determined by local management to be permissible for their group consistent with operational staffing needs.
4. If, for a given group, the number of agents permitted to be released from duty on the holiday exceeds the number of volunteers in that group, then agents will be given the holiday off in reverse seniority order within their group.
5. It is recognised that it may be necessary to change the established shift starting time and/or work location of junior employees for the holiday in order to accommodate for the absences of senior employees. To assist local management in that regard, the thirty-six (36) hour minimum notice requirement of Article 3 will be waived. Local management will thereby be free to change the holiday starting times of regular or relief assignments immediately, so long as the new shift starting times are within the same shift type (i.e., day, afternoon or night).

Employees covered under this Agreement will be allowed to "float" their fixed holidays in accordance with the procedures set forth herein.

1. Only full-time permanent employees who have passed their probationary/qualification period and who are required to work on any of the nine (9) fixed holidays set forth in Article 6 A. of the contract will be allowed to "float" such holidays.
2. The Company will make provisions for such an employee, at his/her election and with the approval of local management:
 - a. To have such holiday treated as a regular workday for pay purposes, and
 - b. To receive a personal day off (PDO) in the future with straight time pay equal to the hours scheduled to work on the holiday.
3. The rules and procedures for implementation of this floating holiday program will be as established by the Company but will contain these essential elements:
 - a. Personal Day Off (PDO) is the future day off the employee receives for floating a holiday. PDO's may only be used as whole days.
 - b. The date certain on which a PDO is to be taken will be determined by mutual agreement between the employee and local management and will be a date after the date of the fixed holiday.
 - c. At least one (1) week prior to the holiday, local management will post a sign-up sheet for eligible employees to record their request to float the holiday.
 - d. A PDO cannot normally be taken on a day on which it would be necessary to cover for the employee's full shift with overtime. A PDO cannot be taken on a day that would adversely affect the Company's operational needs.
 - e. To request any PDO time, an employee must provide his/her local manager with written request no more than seven (7) calendar days in advance of the requested PDO date.
 - f. PDO's are granted on a first-come first-serve basis. If more than one (1) employee on the same day requests the same day off and all requests cannot be granted, requests will be

granted in seniority order. PDO awards will be made three (3) calendar days prior to the day being requested.

- g. Substitute personal holiday requests (anniversary date of hire) and DAT vacation requests will take precedence over PDO requests in the event all such requests for a given day(s) cannot be granted. PDO requests will take precedence over unpaid personal leave day requests in the event all such requests for a given day(s) cannot be granted.
- h. PDO hours are to be recorded by the timekeeper. Management will be responsible for keeping track of the number of PDO hours each employee uses and accumulates. Furthermore, the local manager will be responsible for providing a transferred employee's new supervisor with written documentation of the employee's accrued but not used PDO hours.
- i. A participating employee who is normally scheduled for eight (8) hours of work and who works in excess of eight (8) hours on the holiday will be paid at an overtime rate of double time and one-half (2 1/2) for all time worked in excess of eight (8) hours.
- j. An employee will be permitted to accrue a bank of no more than eighty (80) hours. PDO hours accrued (maximum of eighty (80) hours) but not used will be carried over from year to year.
- k. PDO hours accrued but not used will be automatically paid off under the following circumstances:
 - (1) Upon termination, retirement, resignation, or death;
 - (2) Upon layoff or leave of absence from the Company;
 - (3) Upon transfer to a position outside the coverage of this Agreement;
 - (4) Upon written request by the employee;
 - (5) Upon transfer from a full-time position to a part-time position.

ARTICLE 7

POSITION RATES

- A. Employees temporarily or permanently assigned to higher rated positions shall receive the higher rate for all time worked on such assignments. Employees temporarily assigned by company directive to lower rated classifications or positions shall not have their rates reduced.

NOTE: "Temporary assignment" contemplates the performance of the duties and the responsibilities of the position during the time occupied.

- B. It is recognized that employees covered by this Agreement may be cross-utilized on an occasional or a regular basis to perform work of the same or lower rated classifications so long as the employees suffer no reduction in pay.
- C. Positions (not employees) shall be rated and the transfer of rates from one position to another shall not be permitted.
- D. The wages for new positions shall be in conformity with the wages for positions of similar kind or class. When a new position is created and there are no positions of similar kind or class, the rates of pay for the new position may be fixed by management subject to approval by the Vice General Chairperson.
- E. Established positions shall not be discontinued and new ones created under a new title covering relatively the same class of work which will have the effect of reducing the rate of pay or evading the application of these rules.

ARTICLE 8

SERVICE AWAY FROM HEADQUARTERS

- A. An employee who is away from home station filling a temporary vacancy shall be paid straight time and overtime in accordance with the provisions of this Agreement based on the shift and scheduled workdays as scheduled at the location of the temporary vacancy but, in no event, shall receive less than eight (8) hours pay for each scheduled workday with a minimum of five (5) days each workweek unless the employee voluntarily lays off. It is understood the Company may schedule employees to take their scheduled days off each workweek without compensation, except for reasonable and necessary expenses provided for in this Agreement, and it is also understood that no employee will receive less compensation per hour while filling a temporary vacancy than he or she would receive per hour at home station.
- B. An employee who is given a special assignment away from home station shall be paid for such work on the same basis as paid at home station with a minimum of eight (8) hours at straight time rate, including any premiums allowed on regular assignment, for each day worked with a minimum of five (5) days in each workweek unless the employee voluntarily lays off.
- C. All time spent in traveling, or waiting which follows commencement of travel, in connection with service away from home station, including hours in excess of eight (8) hours in any one (1) day, will be paid for at the straight time rate if no work is required during the, eight (8) hours prior to or following the commencement of travel and it is not the employee's regular day off or a holiday. All time spent in travel, or waiting which follows commencement of travel, on scheduled days off, holidays or in excess of eight (8) hours on scheduled workdays when work is required, will be paid for at the premium time rate applicable. However, if travel is interrupted for any reason and an employee is released for eight (8) consecutive hours or more, he or she shall not be paid for the time released but in no event shall any employee receive less than eight (8) hours pay at straight time rate for any twenty-four (24) hour period while traveling or waiting. No employee shall receive compensation for waiting which precedes commencement of travel or for waiting which follows the end of travel.
- D. An employee who is assigned to attend training classes away from home station shall receive compensation not to exceed eight (8) hours per day at the straight time rate for time spent in traveling, or waiting which follows commencement of travel. If such assignment

involves traveling after completion of training or of his or her regular work for the day, such employee shall receive compensation at the straight time rate for the first succeeding eight (8) hours of traveling, or waiting which follows commencement of travel. If travel is interrupted for any reason and an employee is released for eight (8) consecutive hours or more, he or she shall not be paid for time released. No employee shall receive compensation for waiting which precedes commencement of travel or for waiting which follows the end of travel.

- E. An employee assigned to service or training away from home station will be allowed reasonable and necessary expenses while away from home station. Necessary and reasonable expense money will be advanced when requested by the employee, and accounting therefor must be in accordance with Company regulations.
- F. "Travel" as used in this Article 8 shall begin with the scheduled departure time of the flight that the employee reports for and takes (or is denied boarding) and shall end with the block-in arrival time at the airport of destination. However, if the original flight for which the employee has reported and is standing by is delayed and the employee takes the next available flight, his travel will commence with the scheduled departure time of the original flight and shall end with the block-in arrival time at the airport of destination. However, if the flight for which the employee has reported and is standing by is cancelled, he will be paid travel time from the scheduled departure time to the time of cancellation. "Scheduled departure time" as used in this Article 8 is the departure time quoted to the public as of two (2) hours prior to the published timetable departure time.

ARTICLE 9

SENIORITY

A. Probationary Period

1. All **new** employees are employed on a probationary status during their probationary period.
 2. **"Probationary period"** means the first four (4) months of employment by a **new** employee in the **same** position without a break in service.
 - a. **"New employee"** means an employee who does not hold seniority in any seniority district covered by **this** Agreement.
 - b. If a probationary employee is off duty for any reason(s) for a period of more than **thirty** (30) consecutive days during his or her probationary period, a break in service will occur and the employee will undergo a **new** probationary period upon return to duty.
 - a. If a probationary employee is off duty for any reason(s) for a period(s) of thirty (30) days or less during his or her probationary period, such off-duty days (except off-duty days for holidays and regular days off) will be added to and thereby extend the employee's probationary period.
 - d. **"Off duty"** means being away from the probationary position, including time away due to regular days off, holidays, classroom training, vacation, jury duty, all types of paid and unpaid leaves, suspension, strikes, layoff or assignment to another position.
 - e. **EXCEPTION:** New part-time agent employees who during their probationary period are assigned to a full-time agent position will be credited with time served as a full-time agent toward completion of their probationary period and establishment of Seniority District C seniority.
 3. During a new employee's probationary period, the Company shall have the right to discharge, discipline or lay off such employee without the employee having recourse to the grievance and Board of Arbitration provisions of this Agreement.
- B. The seniority provisions of this Agreement do not apply to an employee until he has completed his probationary period. If an employee is retained beyond his

probationary period, his name shall be placed on the seniority list and his seniority date shall be retroactive to the beginning of such probationary period as indicated by the date of assignment by payroll advice to his position. Where two (2) or more employees have the same date of assignment, seniority shall be determined alphabetically. Full-time employees in the classifications of Customer Service Agent, Secretary-customer Service Agent, Customer Service Agent Interpreter and Customer Service Agent Supervisor shall be in Seniority District A and employees in the classifications of Ticket Sales Agent, Ticket Sales Agent II, Ticket Sales Agent Interpreter, Lead Reservation Sales Agent and Reservation Sales Agent shall be in Seniority District B. Part-time employees shall be in Seniority District C. Clerical and Secretary-Customer service Agent employees shall be in seniority District D.

- C. Employees covered by this article shall be in line for promotion. Promotion, assignments and displacements under this article shall be based on seniority, fitness and ability. Fitness and ability being sufficient, seniority shall prevail.

NOTE: The work "sufficient" is intended to more clearly establish the right of the senior employee to bid in a new position or vacancy where two (2) or more employees have adequate fitness and ability.

NOTE: The word "fitness" includes demonstrated attendance reliability.

NOTE: With respect to supervisory positions, the word "fitness" expressly includes the requirement that a bidder be assessed by the Company to be currently qualified in the work function(s) to be supervised.

- D. Seniority shall govern all employees in their retention in case of reduction in force, their choice of shifts, their reemployment after release due to reduction in force and in their choice of vacancies, provided that the employees' qualifications are sufficient for the operation to which they are to be assigned.
- E. Seniority lists shall be prepared and distributed by May 1 of each year by the Company as corrected to April 1 of such year. Copies thereof shall be furnished the Union and shall be posted at all stations where employees covered by this Agreement are located.
- F. Employees shall have thirty (30) days after the posting of such lists in which to protest in writing to Labor Relations any omission or incorrect posting affecting their seniority in any such revised list, but such protest shall be strictly confined to errors or changes

occurring subsequent to the posting of the prior seniority lists.

- G. Employees covered by this Agreement shall lose their seniority status and their names shall be removed from the seniority list if they remain on layoff for thirty-six (36) consecutive months. (Forty-eight (48) consecutive months for former Republic employees who were off payroll on layoff on August 12, 1986.)

H. Establishment of seniority

1. Probationary Employees

- a. A new employee shall not establish Seniority until the employee has successfully completed his or her probationary period.
- b. If a new employee is retained beyond his or her probationary period, the employee's seniority date shall be established retroactive to the employee's effective date of initial assignment by Personnel Action Notice (PAN) to his or her probationary position.
- c. Where two (2) or more new employees have the same effective date of initial assignment to their probationary positions, their relative seniority shall be determined alphabetically by surname.

2. Nonprobationary Employees

- a. This subparagraph H.2. applies to employees holding seniority in one or more seniority districts who are transferring to a position in a seniority district in which they do not hold seniority.
- b. Nonprobationary employees transferring to a position in a seniority district in which they do not hold seniority will upon successful completion of their qualification period (see page 10.4, Paragraph D.5.) establish seniority in the new seniority district retroactive to the earlier of:
 - (1) The date of beginning of such qualification period as indicated by the date of initial assignment by Personnel Action Notice (PAN) to the position, or
 - (2) The date of issuance of the award.

3. Nonprobationary employees transferring from one seniority district to another will retain and continue to accrue previously established seniority.
- I. Employees transferring from one seniority district to another under this Agreement or the U.S. COFPS Agreement:
 1. will establish seniority in the new seniority district only upon completion of their three (3) consecutive month qualification period. If retained beyond such qualification period, the employee's seniority date in the new seniority district shall be retroactive to the earlier of:
 - a. The beginning of such qualification period as indicated by the data of assignment by payroll advice to the position, or
 - b. The date of issuance of the award.
 2. Will retain and continue to accrue previously established seniority.

ARTICLE 10

FILLING OF VACANCIES

A. Letter of Preference Positions

1. An employee desiring assignment to a position at a different station or to a different classification in which he has previously established seniority shall file a written request therefor (letter of preference) with the **Staffing Division**, Personnel Department - HDQ, with a copy to the station manager at his own station and the Union Vice General Chairperson. The employee will then be given preference, based upon his seniority and qualifications in accordance with the seniority section of this Agreement, when a vacancy exists at the station specified in the letter of preference.
2. Letters of preference for open positions will not become effective until the day after their receipt in the office of the Director of Staffing - HDQ as evidenced by time stamp.
3. An employee filing letters of preference for more than one position shall indicate the order of preference on each letter and, if he is the senior applicant for more than one position, he shall have the opportunity to qualify only for the one ranked highest in his preference.

B. Bulletined Positions

1. All now positions or vacancies of more than sixty (60) days duration in the supervisor and lead classifications will be bulletined for a period of seven (7) days at each location or office. Employees desiring to work in any such bulletined positions will file their applications with the Company's representative whose name is signed to the bulletin with copies to the Vice General Chairperson and Local Chairman. Applications must be submitted during the seven (7) calendar day period. Bulletins will show location, title, rate of pay, hours of service, days of rest and a brief description of duties.
2. An award bulletin shall be posted for a period of ten (10) calendar days at all places where the position was bulletined. An employee awarded a bulletined position will be transferred within ten (10) days after issuance of assignment bulletin unless otherwise agreed to by the Company and the duly accredited representative of the Union. An employee assigned to or awarded a position as a

result of bidding shall not be eligible to bid or file a letter of preference for a period of six (6) months from the date of assignment.

3. Filling Secretary-customer Service Agent Positions

- a. An open Secretary-Customer Service Agent position will be bulletined under the provisions of Article 10, and employees in Seniority District A and D will be eligible to use their seniority to bid on the open position.
- b. When an employee from Seniority District D, who does not hold District A seniority is assigned to a Secretary-Customer Service Agent position, such employee will establish seniority in District A as of the date of assignment by Personnel Action Notice (PAN) to the position.
- c. When an employee from Seniority District A, who does not hold District D seniority, is assigned to a Secretary-Customer service Agent position, such employee will establish seniority in District D as of the date of assignment by Personnel Action Notice (PAN) to the position.
- d. Employees transferring to the position of Secretary-Customer Service Agent are subject to successful completion of a three (3) month qualification period as a condition of establishing seniority in their new seniority district (See Article 10 D.5.).
- e. A bidder must be a qualified secretary and satisfy the Company's selection criteria for transfer to the Customer Service Agent classification (see Article 10 C.) in order to be considered a qualified bidder. In the absence of qualified bidders, the position may be filled by Company selection or by hiring a new employee.

C. Application For Transfer

1. An employee may file a written application for transfer to another seniority district in which such employee does not possess seniority. This application for transfer must be filed with the Director of Staffing with a copy to the Union Vice General Chairperson stating the specific classification and location to which they desire assignment. Such applications for transfer will not become effective until twenty (20) days after

their receipt at HDQ a6 evidenced by a time stamp.

2. If an open permanent position in any **classification** covered by this Agreement is not filled by recall, bid award or letter of preference award, it will then be offered to the senior employee having a valid written application for transfer from another seniority district on file in the Personnel Department at the time the offer is made, providing such employee has sufficient fitness and ability for the position. In determining seniority order, the earliest date of an employee on any of the Canadian TCU seniority lists will govern.

EXCEPTION: Awards to the position of **customer service** agent shall be made by Company selection among employees with valid applications on file at the time the initial award is made who, in the Company's judgment, clearly possess the fitness, ability and aptitude to become fully qualified in the position. Applicants will be considered for selection by the Company in seniority order. Selection among such employees will be made on the basis of the Company's assessment of comparative qualifications with consideration given to such factors as prior job performance, work record, self-evaluation, supervisor evaluation, service orientation, communication and interpersonal skills, decision-making ability and potential for handling customer contact situations.

3. An employee accepted by application for transfer for any position requiring special training prior to assignment (i.e., reservation agent, customer service agent, etc.) will be required to satisfactorily complete such Company-provided training.
4. Employees will be paid their regular rate under their previous positions during such training.
5. If no valid application for transfer from an employee possessing sufficient fitness and ability for the position is on file at the time an offer is to be made, then the Company may:
 - a. Wire a new employee into the classification at the location, or
 - b. Select to fill such position with any qualified employee willing to accept transfer at the Company's expense in accordance with Company policy.

D. General

1. Letters of preference and applications for transfer will continue valid until January 1 following the year in which they are filed at which time they will be automatically cancelled unless renewed by a new letter of preference or application for transfer. Renewals of applications for transfer will not be subject to the twenty (20) day waiting period if they are marked "renewal request" and filed on or before January 1 of each year.
2. Vacancies of sixty (60) calendar days or less duration shall be considered temporary and shall not be subject to the letter of preference or bidding or application for transfer procedures of this Agreement. Such positions may be filled without bulletining, but senior qualified employees at the location or office will have preference.
3. An employee assigned to or awarded a position as a result of a letter of preference or application for transfer shall not be eligible to file a letter of preference or application for transfer for another position in the same or lower classification for a period of one (1) year from date of assignment.
4. Any employee who is awarded a position and who fails to report for the job will automatically cancel all of his bidding and letter of preference and application for transfer privileges for one (1) year from the date of failure to report.
5. a. A nonprobationary employee assigned to an open position by recall, award or company selection will normally be allowed three (3) months without a break in service in which to qualify (i.e., to demonstrate the ability to satisfactorily perform all the duties and responsibilities of the position). This time limit within which to qualify does not apply to an employee assigned to a position as the result of his or her exercise of seniority.
 - (1) If an employee is off duty for any reason(s) for a period of more than thirty (30) consecutive days during his or her qualification period, a break in service will occur and the employee will undergo a new qualification period upon return to duty.

(2) If an employee is off duty for any reason(s) for a period(s) of thirty (30) days or less during his or her qualification period, such off-duty days (except off-duty days for holidays and regular days off) will be added to and thereby extend the employee's qualification period.

(3) "Off duty" means being away from the job for which the employee is seeking to qualify, including time away due to regular days off, holidays, classroom training, vacation, jury duty, all types of paid and unpaid leave, suspension, strikes, layoff or assignment to another position.

b. An employee who fails to qualify shall retain all seniority rights, may bid on any bulletined position or file a letter of preference but may not displace any regularly assigned employee. An employee who fails to qualify may elect to be placed on layoff status, and thereafter will be subject to the provisions of Article 11.

6. Letter Of Interest

a. Employees who are ineligible to file a bid, or a letter of preference, or an application for transfer but who desire to express their interest for assignment to a position which may become open in Seniority Districts A or B, may do so by filing with the Director of Staffing, HDQ, a letter of interest stating the classification and location of desired assignment.

b. The filing of a letter of interest shall not entitle an employee to be assigned to any open position as a matter of right. A letter of interest shall serve only as a reference document for the Company which it may consider or not consider, in its sole discretion, in the filling of open positions which it has been unable to fill by recall, letter of preference, or application for transfer, under the provisions of the Agreement.

E. Transfer Expenses

1. Employees assigned to positions which require a change of their residence shall be furnished free on-line transportation by the Company for

themselves and the members of their immediate families, to the extent permitted by law, from the point of the position from which they are transferring to the point of the position to which they are transferring.

2. All other expenses incident to a transfer resulting from assignment to a position shall be borne by the employee providing:

If a permanent position is abolished (for reasons other than Act of God, labor dispute or other circumstances over which the Company does not have control) before the expiration of nine (9) months, the Company will pay all reasonable and necessary moving expenses to the location and an additional amount which shall represent the employee's reasonable and necessary moving expenses to a further location in an exercise of seniority rights, such additional amount not to exceed the amount it would cost to move the employee back to the station from which the employee originally transferred.

ARTICLE 11

REDUCTION IN FORCES

A. Notice Of Reduction In Force

1. When it becomes necessary to reduce the number of permanent positions at any station or location, at least fourteen (14) calendar days advance written notice, or pay in lieu thereof for all workdays less than such advance notice, will be given to employees who are to be laid off by the Company, except that in the event of an Act of God, labor dispute or other circumstance over which the Company does not have control no advance notice or pay in lieu thereof will be required. This paragraph has no application to a reduction in the number of temporary positions at any station or location.
2. A copy of the notice will be furnished to the Local Chairman and the Vice General Chairperson.
3. Notices of reduction in force need not necessarily be given in seniority order.
4. "Given" means issued by personal delivery, deposit in Canadian mail, telegram or mailgram.

B. Notice Of Intent To Exercise seniority

1. Within ten (10) calendar days from the date of issuance of notice of reduction in force or date of displacement, an employee shall file written notice of intent to exercise seniority. For an employee who is on vacation or authorized leave on the date of issuance of notice of reduction in force or date of displacement, this filing time limit will be extended to end ten (10) calendar days after the last day of such vacation or approved leave.

NOTE: This expanded filing period will, under no circumstances, extend such employee's on-payroll status beyond the effective date of layoff or displacement.

2. Such notice must be filed with the Personnel Department - HDQ, copy to the Vice General chairperson. If such notice is not actually received in the Personnel Department as evidenced by time stamp within the specified ten (10) day period, it shall be invalid and shall be disregarded.
3. Upon receipt by the Personnel Department, a copy of the notice will be returned to the employee.

4. The filing of such notice shall be a mandatory condition precedent to the exercise of seniority, Employees who fail to properly file such notice within the ten (10) day time limit shall be ineligible to exercise seniority and will be placed on or remain on layoff status.
5. The notice shall list in order of preference the position(s) and location(s) for which the employee is qualified and to which the employee desires to exercise seniority. The notice shall also state for each position/location listed an expected reporting date. The preference listing may be amended or the notice revoked by the employee during the specified ten (10) day period.
6. If prior to exercising seniority an employee's seniority, fitness and ability are found to be insufficient to entitle the employee to displace into any position on the preference listing, then the specified ten (10) day filing period shall be extended to fifteen (15) calendar days. During such five (5) day extension period, the employee may amend the previously filed notice to include a new preference listing. An employee whose seniority, fitness and ability are found to be insufficient to entitle the employee to displace into any of the positions on such amended preference listing shall be placed on, or remain on, layoff status.
7. The employee will be offered the opportunity to displace into positions for which qualified in the order in which the positions appear on the preference listing (subject to C.3.c. below) and in accordance with the employee's seniority. An employee who fails to accept such offer at the time it is made shall thereafter be ineligible to exercise seniority and shall remain in layoff! status.

C. Exercise Of Seniority

1. The term "exercise of seniority" as used in this article means the perfected act of displacement. An exercise of seniority is not perfected until the employee assumes his or her new position. The ,effectivedate of an exercise of seniority shall be the effective date of assignment by payroll advice to the new position.
2. The term "work schedule" as used in this article means shift, days off pattern (rotation number or specific fixed) and primary work function if such work function is normally assigned to employees at

the station or location by local bidding rather than by Company selection.

3. Employees who have on file a valid notice of intent to exercise seniority shall be allowed a period of fifteen (15) calendar days from the effective date of layoff or displacement within which to exercise seniority. For any employee who is (1) physically unable to perfect an exercise of seniority during such period because of his or her personal medical disability, or (2) on vacation or authorized leave on the date of issuance of notice of layoff or date of displacement, this fifteen (15) day time limit will be extended to end fifteen (15) calendar days after the last day of such personal medical disability, vacation or approved leave.

NOTE: This expanded period within which to exercise seniority will under no circumstances extend such employee's on-payroll status beyond the effective date of layoff or displacement.

- a. Such employees who do not exercise seniority within said fifteen (15) day period will remain in layoff status.
 - b. Such employees shall be permitted to exercise seniority at their home station or location to any work schedule of the same or lower grade for which qualified but will not be required to do so and may instead remain in layoff status.
 - c. Such employees will not be permitted to exercise seniority to another station or location until the employees have to the fullest extent possible exhausted their exercise of seniority rights to positions of the same grade for which qualified at their home station or location.
 - d. Such employees who have exhausted exercise of seniority rights at their home station or location as provided in c. above shall than be permitted to exercise seniority to any work schedule of the same or lower grade for which qualified at another station or location but will not be required to do so and may instead remain on layoff status.
4. No employee shall be permitted to exercise seniority to a position of higher grade.

5. The maximum salaries of the positions involved shall be used to determine whether a position is one of lower, same or higher grade.
 6. An employee who desires to exercise seniority to a position of ticket sales agent will be deemed qualified to so exercise only upon condition that the employee possess a total of one year's recent experience on a Fares Desk or Mail Ticketing assignment in an NWA Reservation Sales Office, or one year's experience in a city Ticket Office or Airport Ticket Office.
 7. Employees exercising seniority to positions which require a change of residence shall be furnished free space available transportation on the Company's line for themselves and members of their immediate family, to the extent permitted by law, from their location to the location of their new position. All other expenses incident to such transfer shall be borne by the employees.
 8. Employees who are assigned to a position as the result of an exercise of seniority shall be given full cooperation in their efforts to qualify (i.e., to demonstrate their ability to satisfactorily perform all the duties and responsibilities of the position).
 9. Company representatives involved in the administration of employees' exercise of seniority will furnish such employees upon request with current information at their disposal as to the station(s) and/or location(s) to which the employees are eligible to exercise seniority.
- D. An employee on layoff status shall have the right in accordance with established seniority to bid on any bulletined position and/or file a letter of preference and shall have the right to file an application for transfer.
- E. Recall
1. Employees on layoff from positions in Seniority Districts shall have a right of recall in seniority order at their home station or location to open positions (1) in the classification from which they were laid off or displaced and, if applicable, (2) in those positions of lower grade matched in G. below. Such employees shall have a preferred right to be recalled at their home station or location to such open positions over employees from other stations or locations who have requested transfer to such home station or

location in the classification by letter of preference or otherwise.

2. Employees shall retain their recall rights only while in layoff status and shall forfeit their recall rights by returning to the payroll in any position covered by this Agreement, except that:
 - a. An employee who accepts recall to a temporary position shall retain a right of recall to a permanent position.
 - b. In those instances where the Company has been unable to fill an open position by recall, bid or letter of preference, it may at its discretion select: any laid off TCU employee to fill the position on a temporary basis, and such employee will retain the right of recall to a permanent position.
 - c. An employee who is laid off or displaced and exercises seniority to displace into a position within the metropolitan area of the employee's home station or location shall retain a right of recall to his or her former permanent position.
 - d. A recall right which has been forfeited by virtue of an employee's assignment to a temporary position outside the metropolitan area of the employee's home station or location will be reinstated upon his or her return to layoff status upon discontinuance of such temporary position.
3. Employees in layoff status shall forfeit their recall rights, forfeit all seniority and be deemed to have voluntarily resigned from the Company if:
 - a. They fail to respond to recall within seven (7) days after having been notified of recall by telephone or by the issuance of a letter or telegram sent to the last address on file in the Personnel Department, or
 - b. They respond to notice of recall within such seven (7) day period but fail to return to service on or before the date specified in the notice of recall. The date so specified shall not be prior to fifteen (15) days after the date of issuance of notice of recall.
 - c. Notwithstanding subparagraphs a. and b. above, an employee will be excused from strict compliance with the responding and return-to-service deadlines upon a satisfactory

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6. IT IS THE SOLE RESPONSIBILITY OF EACH EMPLOYEE TO
 KEEP ON FILE WITH THE NORTHWEST AIRLINES PERSONNEL
 DEPARTMENT AND THE VICE GENERAL CHAIRPERSON THE
 EMPLOYEE'S CURRENT ADDRESS AND TELEPHONE NUMBER
 AND TO IMMEDIATELY NOTIFY BOTH IN WRITING OF ANY
 CHANGE OF ADDRESS OR TELEPHONE NUMBER. The
 Company shall have no obligation to issue notice
 of recall to an employee at other than the last
 address and telephone number on file in the
 Northwest Airlines Personnel Department at the
 time the notice is issued. The company shall have
 no liability to employees who are passed over for
 recall or terminated under subparagraph 3. above
 as a result of the employee's failure to meet
 their responsibility under this subparagraph.

F. Employees voluntarily leaving the service or discharged
 for cause shall forfeit all seniority and service
 rights and shall, if they reenter, be considered as new
 employees.

G. An employee on layoff from the following positions
 (Column #1) shall have recall rights at his or her home
 station or location to:

1. An open position in the classification from which
 laid off or displaced (Column #1), or
2. An open position of lower grade as set forth in
 the matched listing below (Column #2)

whichever open position first becomes available to the employee in accordance with his or her seniority:

<u>Column 1</u>	<u>Column #2</u>
<u>Former Position</u> Lead Ticket Sales Agent	<u>Lower Rated Position</u> Ticket Sales Agent or Ticket Sales Agent II (if possess required shorthand and typing skills) Ticket Sales Agent Inter- preter (if proficient in language required)
<u>Ticket Sales Agent II</u> Ticket Sales Agent Interpreter	<u>Ticket Sales Agent</u> Ticket Sales Agent or Ticket Sales Agent II (if possess required shorthand and typing skills)
<u>Customer Service Agent</u> Supervisor	<u>Customer Service Agent or</u> Customer Service Agent Interpreter (if proficient in required language) or Secretary-Customer Service Agent (if possess required shorthand and typing skills)
<u>Secretary-Customer Service</u> <u>Agent</u> Customer Service Agent Interpreter	<u>Customer Service Agent</u> Customer Service Agent or Secretary-Customer Service Agent (if possess required shorthand and typing skills)

H. Layoff Pay

1. An employee who has completed one (1) year of compensated service with the Company in a position covered by this Agreement prior to being laid off, due to a reduction in force, shall be eligible to receive severance pay as provided in this article, subject to the limitations and conditions set forth herein, but a laid off employee shall receive no layoff pay if any one or more of the following conditions exist:
 - a. The employee exercises seniority to another position covered by this Agreement.

- b. The employee fails to exercise seniority at every station or location which would enable him to remain in the employ of the Company.
 - c. The employee accepts any other employment with the Company.
 - d. The employee refuses to accept other employment with the company offered in a same or higher rated position outside the coverage of this Agreement.
 - e. The layoff is initially caused by an Act of God, a war emergency, revocation of the Company's operating certificate or certificates, grounding of a substantial number of company aircraft or reduction in flying operations because of a decrease in available fuel supply or other critical materials due to either governmental action or commercial suppliers being unable to meet the Company's demands.
 - f. The layoff is initially caused by a strike or picketing of the company's premises or any work stoppage or other action which would interrupt or interfere with any operations of the Company.
 - g. The employee is dismissed for cause, resigns or retires.
 - h. There is a temporary cessation of work because of circumstances beyond the Company's control.
2. The amount of layoff pay due under this article shall be based on the length of actual straight time compensated service with the Company under this Agreement and shall be computed on the basis of the employee's Schedule "A" rate at the time of layoff as follows:

<u>If Employee Has Completed</u>	<u>Layoff Pay Allowance</u>
Less than 1 year of service	None
1 year but less than 3 years of service	80 hours
3 years but less than 4 years of service	120 hours
4 years but less than 5 years of service	160 hours
5 years but less than 6 years of service	200 hours
6 years but less than 7 years of service	240 hours
7 years but less than 8 years of service	280 hours
8 years but less than 9 years of service	320 hours
9 years but less than 10 years of service	360 hours
10 or more years of service	400 hours

3. Layoff pay will be paid at regular pay periods starting on the employee's normal pay day following one (1) month from the date of layoff and will thereafter continue until all such credit is used. In no event shall layoff pay be due after the recall of any such employee by the Company or if he accepts other employment with the Company. However, layoff pay shall cease upon an employee's return to work: failure to accept recall, or to bid, file a letter of preference or file an application for transfer to any position the employee's seniority and qualifications may entitle the employee to be awarded; discharge, resignation or retirement.
4. An employee returning to the service of the Company or transferring to a position not covered by this Agreement who is thereafter laid off prior to expiration of two (2) years from his last layoff under this Agreement shall be entitled to the greater of (1) any layoff pay applicable to the position then held by him or (2) the layoff pay to which his compensated service under this Agreement would entitle him.
5. An employee who has returned to the service of the Company who is again laid off from a position covered by this Agreement under conditions entitling him to layoff pay shall be entitled to an amount computed on his years of compensated service with the Company after the date of such return to the Company's service. If for any reason an employee did not use all of the layoff pay to which he or she may have been entitled, and who is again laid off from a position covered by this Agreement under conditions entitling him to layoff pay, the employee shall be entitled to an amount computed on his years of compensated service with the Company after the date of such return to the Company's service plus any previously unused layoff pay.
6. The receipt of layoff pay in periodic installments in accordance with this Paragraph H. is not intended to, and under no circumstances shall, extend an employee's on-payroll status beyond the effective date of layoff or displacement.
7. Layoff pay shall be reduced by the amount of unemployment compensation benefits, if any, received for the period of layoff pay allowance.

ARTICLE 12

REPORTING AND NOT USED

- A. An employee notified at least four (4) hours before the start of his or her next scheduled shift that there will temporarily be no work because of an Act of God, labor dispute or other circumstance over which the Company does not have control, will not be compensated for such shift.
- B. An employee who is not notified or who is notified but less than four (4) hours before the start of his or her next scheduled shift--that there will temporarily be no work because of an Act of God, labor dispute or other circumstance over which the Company does not have control:
1. Will receive eight (8) hours straight time pay, if the employee physically reports for work as scheduled, is required to work and is thereafter involuntarily released before completion of his or her scheduled shift.
 2. Will receive four (4) hours straight time pay if the employee physically reports for work as scheduled but is not required to work.
- C. A part-time employee who is eligible to receive pay under the above provisions will be paid on a pro rata basis in accordance with his or her regularly scheduled hours of work for the day with a minimum of one (1) hour. For example, a part-time employee scheduled to work four (4) hours on the shift missed who is eligible for pay under B.2. above would receive two (2) hours straight time pay ($4/8 \times 4 = 2$).
- D. It is understood that "circumstances over which the Company does not have control" does not contemplate such conditions as failure of an aircraft, delayed flight or lack of business.
- E. "Notified" means the issuance by personal delivery, telephone or telegram of notice of no work, whether or not the employee actually receives it in advance of the four (4) hour period.

ARTICLE 13

**PROMOTION TO OTHER BRANCHES OF SERVICE
AND OFFICIAL POSITIONS**

- A. An employee transferring or who has transferred to a permanent management position will retain seniority accrued to date of transfer for as long as the employee remains in the employ of the Company in a management position. Such an employee may return to a position covered by this Agreement only by bid award, letter of preference award, application for transfer award or Company selection, in accordance with the rules of this Agreement.
- B. An employee transferring or transferred to a contract position not covered by this Agreement shall lose all seniority rights after the expiration of twelve (12) calendar months. During such period the employee may return to a position covered by this Agreement only by bid award, letter of preference award, application for transfer award or Company selection, in accordance with the rules of this Agreement. This Paragraph B, does not apply to employees who are in layoff status from a position covered by this Agreement.
- C. It is the recognized policy of the Company to promote its own employees to any and all supervisory positions insofar as possible, and only when competent employees cannot be found in the rank or when competent employees will not accept vacancies or new positions will it be the disposition of the Company to vary from this policy.
- D. A former Republic employee who worked in a position at Republic that is reclassified to a position covered by this Agreement and who prior to May 16, 1987, transferred to a permanent management position with Republic will retain TCU seniority accrued to date of transfer for as long as the employee remains in the employ of Northwest Airlines, Inc. in a management position. The employee may return to a position covered by this Agreement in accordance with Article 13 A.

ARTICLE 14

LEAVES OF ABSENCE

- A. An employee shall not be absent from duty without prior permission except for reason of sickness, injury or other cause beyond the control of the employee. An employee prevented from reporting for duty shall, as promptly as possible, notify his or her supervisor giving the reason for inability to report for duty.
- B. When the requirements of the service will permit, an employee shall upon proper written application and approval by the appropriate supervisor be granted a leave of absence in writing for a period not in excess of ninety (90) days. Under such leaves the employee shall retain and continue to accrue seniority. Copies of the approval, shall be forwarded to the Personnel Department - HDQ and the Vice General Chairperson. such leave or leaves may upon proper written application be extended by the Company for additional periods of not to exceed ninety (90) days when approved in writing by the appropriate supervisor, subject to the approval of the Vice General chairperson. Notice of such leave extension(s) shall be sent to the Vice General Chairperson. The employee will retain and continue to accrue seniority during such extension(s).
- C. Any employee on leave of absence who engages in gainful employment without prior written permission from the office of the staff Vice President-Labor Relations or designee, and also from the Vice General Chairperson, shall forfeit his or her seniority rights and be deemed to have voluntarily resigned.
- D. A leave of absence may be one (1) of two (2) types, namely, a leave of absence "from the job" or a leave of absence "from the Company." The letter from the appropriate supervisor to the employee granting the leave of absence shall indicate whether the leave is a leave of absence "from the job" or "from the Company."
1. An employee desiring to return after leave of absence "from the job" may return to his or her former position, work function, shift and regular days off if vacant. If the employee's former position, work function, shift and regular days off are no longer in existence or if they are occupied, then the employee will be immediately placed in layoff status and will be governed by the provisions of Article 11 B., C., D. and E. but must exhaust exercise-of-seniority rights in his or her classification at his or her station or location within the period of fifteen (15) days from the date placed in layoff status and failing to do so will be deemed to have voluntarily

resigned. However, an employee granted a "from the job" leave of absence from a "one-of-a-kind" position (e.g., ticket sales agent II, customer service agent-secretary, supervisory or other position for which a replacement could not normally be expected to become proficient in the performance of the duties of the position within thirty (30) days of assignment) will not be permitted to displace the occupant of his or her former position.

2. An employee desiring to return after a leave of absence "from the Company" may bid on any bulletined position or file a letter of preference or file an application for transfer, but may not displace any regularly assigned employee. If the employee is not assigned to a position for which qualified upon the expiration of his or her leave of absence, the employee may within ten (10) calendar days thereafter advise the Director of Labor Relations in writing of his or her continuing desire to return to work, and upon receipt of such letter the employee's leave of absence "from the Company" shall be extended by the Labor Relations Department for sixty (60) days. If after the expiration of the additional sixty (60) day period the employee has not been assigned to a position for which qualified, the employee shall be deemed to have voluntarily resigned from the service of the Company.
 3. An employee who fails to return to service upon expiration of a leave of absence shall be deemed to have voluntarily resigned from the service of the Company and shall not have recourse to the provisions of this Agreement, except as provided with respect to a leave of absence "from the job" as provided in Paragraph D.1. of this article.
- E. An employee accepting full-time employment with the Union for periods of six (6) months or more shall be granted a leave of absence by the Company for the period so employed. Under such leave the employee shall retain and continue to accrue seniority, and upon release from such employment may exercise seniority rights within thirty (30) calendar days from date of release. Such employee may exercise seniority at the station at which he or she last served in a position covered by this Agreement to any position covered by the Agreement for which qualified, or may bid on any bulletined position, or file a letter of preference, or accept a vacancy for which no bids or letters of preference have been submitted. If unable to exercise seniority at the station at which he or she last served in a position covered by the Agreement, the employee may exercise seniority at any other location of his or

her choice. The employee selected as Vice General chairperson of the Union shall have the privilege of continuing participation in group life insurance and hospitalization benefits during such leave, subject to the provisions of the insurance contracts and under Company regulations covering methods of premium payment. The Vice General Chairperson and the Local Chairmen of the Union shall be granted reasonable and necessary leaves of absence to properly represent the employees covered by this Agreement.

F. Military or naval leaves of absence and the rights of employees returning from military leaves of absence shall be in accordance with applicable law.

G. Personal Medical Disability

1. An employee requesting a leave of absence or extension thereof on the basis that he or she is or will be unable to work due to a personal medical disability may be required to support the request with a physician's report satisfactory to the Company which confirms the employee's inability to work due to such disability and its anticipated duration. Additional such reports may be required by the company to periodically reconfirm the employee's personal medical disability. Failure to submit such a required report will result in termination of the leave of absence.

2. Up to the first one hundred eighty (180) consecutive days (e.g., initial leave of absence of ninety (90) days and one (1) ninety (90) day extension) of any leave of absence granted to an employee who is unable to work due to a personal medical disability will be granted as a leave of absence "from the job." If such leave is to be extended thereafter, the employee's supervisor will determine whether the leave from that point forward is "from the job" or "from the Company" and will notify the employee accordingly.

3. An employee who requests and is granted a leave of absence based on personal medical disability without first exhausting his or her sick leave accrual will not thereafter during the period of such disability be allowed to return to payroll status in order to use sick leave or vacation.

H. Maternity leaves and leaves for child care purposes will be granted as required by the Canada Labour Code. Current regulations provide that an employee with six (6) months continuous service may take up to seventeen (17) weeks of maternity and twenty-four (24) weeks of

child care leave. **The child care leave may be taken in addition to the maternity leave and is available to either parent on the birth or adoption of a child. The regulations require that an employee must notify the Company at least four (4) weeks prior to commencement of such leave of their intention to take a leave. A copy of the specific regulations governing such leaves is available upon request from Labour Canada or local management.**

ARTICLE 15

HEALTH AND SAFETY

- A. The health and safety of employees shall be protected.
- B. Buildings, offices and equipment required to be used by the employees will be kept in good repair and adequately equipped with respect to ventilation, heat, light, sanitation and safety, and suitable lunch and restrooms will be provided for employees wherever possible.
- C. Proper and suitable first aid equipment shall be provided at convenient and accessible locations, and employees taken ill or injured while at work will be given medical attention at the earliest possible moment.
- D. Local management will meet and confer with the TCU local protective committee chairman (or designee) at his or her request to consider health and safety concerns for employees covered by this Agreement.
- E. Employees will not be required to use unsafe tools or equipment or disciplined for refusal to use same. However, employees will be responsible for promptly reporting unsafe and inoperative tools or equipment so that repairs or corrections can be expedited. If a piece of equipment has been properly tagged to indicate that it is unsafe and should not be used or operated, it shall be withdrawn from service until proper repairs are made and the tag is removed and signed off by the person responsible for making the repair.
- F. The Company shall furnish all necessary safety devices, including noise suppressors where employees are subjected to excessive jet noise. Employees will be required to use or wear such devices as may be furnished, and failure to do so may result in disciplinary action.
- G. The Company shall make reasonable efforts to inform employees of knowledge it has regarding the contents and potential dangers of hazardous materials, substances or gases which are present or are introduced into the workplace. If employees are required to handle or work with such materials, the company shall make details available on any special handling requirements for such materials.
- H. When the Company requires the wearing of approved safety footwear, the Company, on receipt of proof of purchase, will reimburse the employee ten dollars (\$10.00) toward the purchase of such footwear (not to exceed one pair per year).

ARTICLE 16

VACATIONS

- A. An employee covered by this Agreement shall accrue vacation credit in accordance with his/her completed years of service at the following rates for each month of service thereafter:

<u>Completed Years Of Service</u>	<u>Rate Of Accrual Per Month Of Service Thereafter</u>
Less than 4	6.66 hours
4 but less than 9	10 hours
9 but less than 16	13.33 hours
16 but less than 24	16.66 hours
24 but less than 29	20 hours

EXCEPTION: **Employees who complete twenty-nine (29) or more years of service by December 31, 1992, will accrue vacation at the rate of 23.33 hours per month of service.**

- B. vacation credit shall continue to accrue to an employee while in a nonpay status for the first thirty (30) calendar days of authorized absence in any anniversary year but shall not accrue beyond the first thirty (30) days.
- C. Each employee with at least eleven (11) months of service will bid for in December of each year, and take during the subsequent calendar year, the number of vacation days equal to his or her annual rate of accrual as of January 1 following the bidding month of December. In applying this provision, however, an employee whose actual accrual on January 1 is less than his or her annual rate of accrual may elect to bid for and take less vacation days than his or her annual rate of accrual but not less than his or her actual accrual as of January 1. Unless such employee so notifies his or her supervisor in writing by November 20 of the year prior to the calendar year in which the vacation is to be taken stating the number of days of vacation which he or she intends to take under such election, he or she shall be assigned and take vacation equal to his or her annual rate of accrual as of such January 1. On the date an employee's vacation starts, he or she must have accrued within five (5) days of the number of days scheduled to be taken.
- D. Each employee with at least five (5) months but less than eleven (11) months of service will bid for in December of each year and take during the subsequent calendar year no more than five (5) vacation days, unless he or she bids for vacation to be taken after his or her anniversary date in which case he or she may

bid and take the number of vacation days equal to his or her annual rate of accrual as of January 1 following the bidding month of December. An employee must have completed six (6) months of service before he or she is eligible to take vacation, and should the employee fail to complete a year of service any vacation taken will be deducted from his or her final check.

- E. Vacation accrued in each calendar year must be taken in the following calendar year; however, vacation may be carried over to the subsequent year under the following conditions:
1. An employee exercises his or her election as contained in Paragraph C. above.
 2. An employee who has been specifically requested by the company in writing to forego vacation during the year in which scheduled. Such cancelled vacation period will be rebid to be taken at such time as the Company operations permit, but in no case later than the end of the next succeeding calendar year, and such rebid shall not be subject to cancellation. The rebid of cancelled vacation will be handled separate and apart from the bidding of normal vacations and will be in addition to regular vacation allowances.
 3. An employee who changes shift, station or classification after vacation periods have been assigned and who is not assigned a vacation period during the balance of the year on the new shift, at the new station or in the new classification. Under such circumstances the employee must take the vacation not later than the next succeeding calendar year.
- F. An employee who has vacation accrued on January 1 in any year which is in excess of his or her annual rate of accrual on such January 1 for reasons other than those covered by Paragraph E., subparagraphs 2. and 3., shall bid for and take in the ensuing year any such excess in addition to vacation as provided in Paragraph C. of this article.
- G. An employee who resigns from the service of the Company and has given the Company two (2) weeks advance written notice of his or her intention to resign will be paid his or her accumulated vacation credit to the date of termination, provided the employee has had one (1) year without a break in service with the Company.
- H. An employee who is laid off as a result of reduction in force or who is placed on leave of absence status shall be entitled upon request to all of his or her accumulated vacation credit provided that he or she has

had one (1) year without a break in service with the Company, but an employee who is discharged for just cause shall not be entitled to any vacation credit.

- I. The pay for such vacation shall be the pay which the employee would normally have received at his or her straight time rate for regular time had he or she worked during his or her vacation.
- J. The following procedures will be used for vacation scheduling and bidding at line stations in the customer service agent classification:
 1. The Union may **select** one of its members to be the local vacation Representative.
 2. During the month of November **each** year and prior to the posting of vacation schedules, local **management** and the vacation Representative shall meet and confer on vacation scheduling and **bidding**.
 3. If local meetings do not produce a vacation scheduling and bidding arrangement satisfactory to the **Union**, the Vacation Representative may submit to the Vice General Chairperson a report outlining **those matters which were not resolved** to the satisfaction of the Union.
 4. If further review of the matters are desired by the Union Vice General Chairperson, he may submit a **request for review** to the Director of Passenger Services.
 5. **The Union Vice General Chairperson and the Director of Passenger Services** (or their designee) shall then **meet** and confer on the unresolved matters outlined in the report.
 6. If that **conference** does not produce a vacation scheduling and bidding arrangement satisfactory to the union, **then** the Company will implement whatever vacation scheduling and bidding arrangement it concludes to be consistent with both the Union contract and the needs of the **service**.
 7. If the Union Vice General Chairperson concludes that the vacation arrangement implemented by the Company is violative of the TCU contract, then he may submit the alleged violation(s) directly to the Board of Arbitration in accordance with Article 20, and the case will be expedited for prompt arbitration.

K. During the month of December each year employees covered by this Agreement will file bids indicating their preference of vacation period and, subject to Company and departmental service requirements, vacation periods will then be assigned in accordance with seniority. In determining seniority, the earliest date of an employee on any of the Canadian TCU seniority lists will govern. An employee desiring to split vacation will be limited to two (2) first choices of not less than one (1) week each. Should the employee desire additional periods, they cannot be bid until all other employees in the vacation bid group have bid their first choices. Vacation lists shall be posted for each station or location during the month of January and, after vacation schedules have been established, senior employees will not be permitted to take the vacation period already assigned to a junior employee. It is understood that employees changing shifts, stations or classifications after vacation periods have been assigned may be given a new vacation period in order to meet the requirements of the service. An employee's days off or vacation period will be adjusted so that they coincide if he or she so requests in writing to his or her supervisor fourteen (14) calendar days prior to starting vacation. If an employee's bid vacation period is adjusted to coincide with two (2) successive periods of day off, the bid vacation period will be adjusted by moving it the least number of days possible to coincide with the nearest set of days off in the week preceding or following the bid vacation period. An employee's vacation period will be adjusted so that it coincides with his or her days off. The vacation period will be adjusted by moving it the least number of days possible to coincide with the nearest set of days off in the week preceding or following the vacation period.

L. Vacation assignments will normally be made on the basis of weekly periods. However, an employee may take up to five (5) days of his or her vacation on a day-at-a-time (DAT) basis. An employee who desires to take DAT vacation must notify his or her supervisor in writing by November 20 of the number of DAT days desired. DAT vacation may be taken singularly or consecutively. An employee requesting DAT vacation will be granted the day subject to the supervisor's approval. A supervisor may at his or her discretion approve requests for DAT vacation in one-half (1/2) day increments. No request may be filed more than fourteen (14) calendar days in advance and approval will be on a first-come, first-served basis, and the supervisor will notify the employee of approval or disapproval at least three (3) workdays in advance of the requested day off. If more than one employee on the same day requests the same day off and all requests cannot be granted, the senior employee will be given the day off. Requests for

substitute Birthday or Anniversary Date of Hire holidays will be given preference over DAT vacation requests if both requests cannot be granted. However, a DAT day will not be cancelled to accommodate a substitute personal holiday request received after the granting of the DAT day request. An employee who fails to use all of his or her DAT vacation during the calendar year in which he or she elected to use DAT vacation will not be permitted to designate more than Five (5) DAT vacation days for the next succeeding year.

M. Holidays within A Vacation Period

1. An employee's weekly vacation period as adjusted will consist of a period of seven (7) consecutive calendar days (eight (8) for an employee on a rotating day off schedule) including the employee's first set of regular days off.
2. If a recognized holiday falls on a regular workday within an employee's vacation period, the employee may elect to extend said vacation period (on either end) by an additional regular workday or to take the day on a DAT basis as provided in K, above.
3. If a recognized holiday falls on a regular day off within an employee's vacation period, the employee may elect to extend said vacation period (on either end) by an additional regular workday. The employee will be paid holiday pay for the regular day off and will have an additional vacation day charged against his vacation accrual.

ARTICLE 17

SICK LEAVE

- A. All employees covered by this Agreement shall earn one (1) day of sick leave for each month of service in the employ of the Company. If sickness does not require their use as earned, these days shall accrue to a total credit of one hundred thirty (130) days of sick leave.
- B. sick leave credit shall not accrue to an employee while in a nonpay status when the duration of such nonpay status in any anniversary year aggregates thirty (30) scheduled workdays or more, except that during approved leaves of absence employees shall accrue sick leave credit during the first thirty (30) days of such absence.
- C. Employees who are laid off because of reduction in force shall retain intact sick leave credit for a period not to exceed thirty-six (36) months from date of layoff. If such employees return to the service of the Company within that period, the sick leave credit which they will then begin to earn shall be added to such previously accrued sick leave credit. If such employees do not return to the service of the Company within the thirty-six (36) month period, the accrued sick leave credit shall be cancelled and if they return subsequently their sick leave credit shall begin to accrue as of the date of their return. Employees on extended leaves of absence shall retain all accrued sick leave credit.
- D. Sick leave taken on workdays shall be deducted from the accrued sick leave earned by the employee. Fractional days shall be counted as full days, but an employee absent on account of sickness for a fraction of a day may elect to take time off without pay instead of requesting pay for the whole day with the resulting deduction from accrued sick leave. However, an employee who has fifteen (15) days of sick leave accrual at the time of his or her illness may request sick leave pay for one-half (1/2) day and be paid for hours worked up to four (4) hours. Employees who have not completed at least one (1) year of active service with the Company will not receive sick leave pay for the first day of any absence resulting from sickness, nor will the first day of such absence be charged against their sick leave accruals.
- E. The employees covered by this Agreement and the Union recognize their obligation to be truthful and honest in preventing unnecessary absences or other abuses of sick leave privileges. In case of doubt a medical certificate may be required for approval of pay on an individual basis for any sick leave taken or to justify

an employee's absence due to claimed sickness. It is recognized that a case of doubt may be raised by an employee's prior attendance record such that he or she may be required in advance to be placed on a medical certificate requirement for future absence due to claimed sickness. An employee will not be placed on a mandatory medical certificate requirement without first being 'counselled in writing concerning his or her attendance dependability record. A mandatory medical certificate requirement will not be extended beyond six (6) months of date of issuance without an intervening review with the employee of his or her attendance dependability record.

F. In the event of a physical injury which occurs while performing his or her assigned duties and for which he or she is eligible for Workers' Compensation payments, the employee will receive benefits as follows:

1. The Company will continue to pay the employee's wages during the "waiting period" between the time of injury and the commencement of compensation payments, regardless of length of service with the company. The 'waiting period' payments will not be charged against the employee's sick leave accrual.

NOTE: In cases where the laws and/or regulations provide for retroactive compensation payments back to the first day of injury and the employee has been paid by the Company per the above subparagraph, the amount of such compensation payments covering the "waiting period" shall be deducted from the employee's pay...

2. If the absence because of occupational injury continues beyond the waiting period, the employee may receive sick leave pay to the extent of his or her sick leave accrual as provided under this Article 17 of this Agreement; however, there shall be deducted from sick leave payment any payment received from Workers* Compensation benefits covering the same period of absence.
3. If the absence because of occupational injury continues beyond the waiting period and the employee has exhausted all accrued sick leave credit, he or she shall be paid during such absence a special injury leave credit not to exceed the following:

<u>Active Service As An Employee Under This Agreement</u>	<u>Maximum Occupational Injury Leave Credit</u>
1 day to 5 years	120 hours
5 years to 10 years	200 hours

10 years to 15 years
15 years or more

280 hours
400 hours

For each day of absence during which the employee is entitled to payment under the special injury leave credit, he or she will receive an amount equal to the difference between the amount he or she receives as Workers' Compensation benefits and the amount equal to seventy-five percent (75%) of his or her daily rate as computed by multiplying the straight time hourly rate by eight (8). The maximum credit set forth above shall be available for use on a "per cause" basis but reoccurrences of a prior occupational illness or reinjury of a prior injury shall not constitute a new "cause" for payment of occupational injury credit.

- G. An employee who is disabled from working as of the start of his or her scheduled vacation due to an illness or injury that continues to render him or her disabled during all or part of such scheduled vacation may, upon submission of a satisfactory medical certificate to his or her supervisor, be permitted to continue to draw against his or her appropriate sick leave or occupational injury leave credits, in lieu of drawing against his or her vacation credit for that portion of his or her scheduled vacation during which he or she continued to be disabled.
- H. There will be no recrediting of sick or special injury leave accruals upon the Company's recoupment of Workers' Compensation benefits under this Article 17 or upon an employee's offer of repayment of benefits once received. Acceptance of any check or payment of sick leave or occupational injury leave will be deemed as the employee's election to receive such benefits.
- I. In the case of sickness or injury, it is the employee's duty to promptly and affirmatively notify the Company of his or her election to receive or not to receive sick leave or, if eligible, special injury leave pay (to the extent of his or her credit).
- J. The phrase "waiting period" as used in this Article 17 and elsewhere in the Agreement refers exclusively to the applicable waiting period as defined in the respective states' Workers' Compensation statutes.

ARTICLE 18

FREE TRANSPORTATION

- A. **Employees covered by this Agreement and their immediate families will be granted the same transportation privileges granted by the Company to other employees.**
- B. **To the extent permitted by law and government regulations, space available passes over the Company's system will be issued on an individual basis for use in connection with travel required to administer this Agreement to:**
- 1. The duly accredited representatives of the Union as defined in this Agreement who are employees of the Company; and**
 - 2. The General Chairperson and vice General Chairperson of the Union.**

ARTICLE 19

DISCIPLINE AND GRIEVANCES

- A. Grievances. Any employee having a grievance, the cause of which arises out of the interpretation or application of any of the terms of this Agreement, shall have such grievance considered in accordance with the following procedure:
1. The grievance shall be submitted in writing by the employee or the employee's duly accredited representative to the employee's supervisor within fifteen (15) days after the cause giving rise to the grievance occurs.
 2. The supervisor shall discuss the grievance with the employee and endeavor to arrive at a satisfactory adjustment of the grievance. The supervisor shall issue a written decision to the employee within fifteen (15) days after the close of the discussion. Copies of the decision and the grievance shall be sent to the Director-labor Relations and to the TCU Vice General chairperson. If the employee is not satisfied with the decision, the grievance may be appealed by the employee or the employee's duly accredited representative to the employee's division head, provided the appeal is made in writing and is received by the division head within fifteen (15) days after the decision has been rendered by the supervisor. The written appeal shall contain a request for a conference to discuss the grievance if a conference is desired.
 3. The division head shall notify the employee of a date for conference if a conference is requested in the appeal. Such conference shall be held within fifteen (15) days after receipt of the appeal by the division head, and a decision shall be issued within fifteen (15) days after the conference. If no conference is requested by the employee, the division head shall issue a decision within fifteen (15) days after receipt of the appeal.
 4. Appeal from the decision of the division head may be made by the employer or the employee's duly accredited representative to the employee's department head, provided the appeal is in writing and received within fifteen (15) days after the date of the decision of the division head. The written appeal shall contain a request for a conference to discuss the grievance if a conference is desired.

5. The department head or designated representative shall notify the employee of a date for conference if a conference was requested in the appeal. such conference shall be held within fifteen (15) days after receipt of the appeal by the department head, and a decision shall be issued within fifteen (15) days after the Conference. If no conference is requested by the employee, the department head or designated representative shall issue a decision within fifteen (15) days after receipt of the appeal.
6. Further appeal, if desired, shall be made by the employee or the employee's duly accredited representative to the Board of Arbitration in accordance with the provisions of Article 20 of this Agreement, provided such appeal is made within thirty (30) days from the date of the decision by the department head or designated representative.
7. The time limits provided herein may be extended by mutual written consent.
8. If any decision made by the Company is not appealed by the employee affected or the employee's duly accredited representative within the time limit prescribed herein for such appeals, the decision of the Company shall become final and binding.
9. If a written statement or stenographic report is made of any conference, the employee and the employee's duly accredited representative shall be provided with a copy.
10. Wage claims shall not be valid and collectible for a period earlier than thirty (30) days prior to the date of filing a grievance.

B. Discipline

1. A nonprobationary employee shall not be discharged or disciplined without being notified in writing by the Company of such action and the reason therefor. Any such employee shall have an opportunity to have a hearing thereon, provided such employee makes written request for such hearing within fifteen (15) days after receiving the notification of discharge or of disciplinary action. The charge against the employee shall be made in writing within fifteen (15) days from the date that the employee's supervisor has knowledge of the offense.

2. Written request by the employee for a hearing shall be addressed to the employee's supervisor with a copy to the TCU Vice General Chairperson and the Director-Labor Relations. Such hearing shall be held by a representative of the Company, designated by the Company for that purpose, at the employee's home terminal whenever possible and shall be held within fifteen (15) days after the receipt of the employee's written request therefor. Within fifteen (15) days after the close of such hearing, the Company shall announce its decision in writing and shall furnish the employee, the employee's local TCU representative, the TCU Vice General Chairperson and the Director-Labor Relations with a copy thereof.
3. If the employee is dissatisfied with the Company's decision, the employee shall have the right of appeal to the appropriate department head, provided such appeal request is filed in writing by the employee or the employee's duly accredited representative with the department head within fifteen (15) days from the date of the decision in subparagraph 2. above. Such appeal hearing shall be held within fifteen (15) days after the receipt of the employee's written request therefor by the department head or designated representative. Within fifteen (15) days after the close of such hearing, the department head or designated representative shall announce a decision in writing and furnish the employee and the employee's designated representative with a copy thereof.
4. If the employee is dissatisfied with the decision of the department head or designated representative, the employee shall have the right of appeal to the Board of Arbitration provided for in Article 20 of this Agreement, provided such appeal is made within thirty (30) days from the date of the decision of the department head or designated representative.
5. Employees shall have the right to be represented at such hearings by the employee's duly accredited representative.
6. If any decision made by the Company is not appealed by the employee affected within the time limit prescribed herein for such appeals, the decision of the Company shall become final and binding.
7. If, as a result of any hearing or appeal therefrom as provided herein, it is found that an employee has been unjustly discharged or disciplined, such

employee shall be reinstated with seniority rights unimpaired, his or her personnel records corrected to show that he or she has been cleared of the charge and he or she shall be entitled to any lost compensation as may be determined.

8. If a written statement or stenographic report is made of any hearing, the employee and his or her duly accredited representative shall be provided with a copy.
9. Employees who have been in the service of the Company less than four (4) months may be dismissed without hearing.
10. The time limits provided herein may be extended by mutual written consent.

C. Award Bypass

1. when an employee junior to other applicants is assigned to a bulletined position, senior applicants will be advised in writing of the reason(s) for their nonassignment, providing they submit a written request therefor to the director of the division in which the position is located within ten (10) days after the effective date of the junior employee's assignment.
2. When an employee junior to other applicants is assigned to a letter of preference position, senior applicants will be advised in writing of the reason(s) for their nonassignment, providing they submit a written request therefor to the director of the division in which the position is located within three (3) months after the effective date of the junior employee's assignment.
3. When an employee junior to other applicants is assigned to a position by application for transfer award, senior applicants will be advised in writing of the reason(s) for their nonassignment, providing they submit a written request therefor to the Director of Staffing - HDQ within three (3) months after the effective date of the junior employee's assignment.
4. An employee who is not satisfied with the reason(s) for nonassignment as given by the division head may present his or her case for further consideration as set forth in Paragraphs A.4. through A.9. above. However, the employee's appeal in Paragraph A.4. must be made to the department head of the department in which the position under review is located and include a

copy of his or her original written request and the answer of the division head.

5. Wage claims shall not be valid and collectible for a period earlier than thirty (30) days prior to the date of filing of a request for reason(s) for nonassignment.
- D. In those passenger complaint situations wherein the Company determines it is not appropriate to take formal disciplinary action against the employee involved, the passenger complaint, together with any written response provided by the employee, will be placed in the employee's local personnel file only. The Company will advise the employee of its decision to place the passenger's complaint in his/her local personnel file. Passenger complaints processed in the above manner by the company will not constitute a grievable action under this Agreement.
- E. Employees who consider themselves unjustly treated, otherwise than covered by these articles, shall have the right to file a grievance as provided in Paragraph A. of this article, subject to the limitation for such grievances as provided in Paragraph Q. of Article 20, if written request which sets forth the employee's complaint is made to the employee's immediate supervisor within ten (10) days of the cause of the complaint.

ARTICLE 20

BOARD OF ARBITRATION

- A. The Board of Arbitration shall consist of three (3) members, one (1) appointed by the Company, one (1) appointed by the Union and for each dispute one (1) member (hereinafter referred to as the neutral member) selected in accordance with Paragraph G. of this article. Unless the Company and the Union agree upon a combination of cases to be presented to a neutral member, each case presented to the Board shall be treated as a separate case.
- B. The Company member and the Union member shall serve until their successors are duly appointed.
- C. The Board shall have jurisdiction over disputes between any employee covered by this Agreement and the company growing out of grievances concerning discipline/discharge actions or interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, basic rates of compensation or working conditions covered by this Agreement or any amendment hereto.
- D. The Board shall consider any dispute properly submitted to it by the Vice General Chairperson of the Union, or by a grievance on his or her own behalf, or by the Staff Vice President-Labor Relations of the Company, when such dispute has not been previously settled in accordance with the terms provided for in this Agreement.
- E. The neutral member of the Board shall preside at meetings and hearings of the Board and shall be designated as chairman of the Board of Arbitration. It shall be the responsibility of the chairman to guide the parties in the presentation of testimony, exhibits and argument at hearings to the end that a fair, prompt and orderly hearing of the dispute is afforded. The Board shall meet in the city where the General Offices of Northwest Airlines, Inc. are maintained (unless a different place of meeting is agreed upon by the Board and the parties).
- F. All disputes properly referred by the Union to the Board for consideration shall be filed with the Company's Director of Labor Relations by a Notice of Appeal, and which must be postmarked within thirty (30) days after final decision in the last step of the grievance procedure set forth in Article 19. All disputes properly referred by the Company to the Board for consideration shall be filed with the Vice General Chairperson of the Union by a Notice of Submission

which must be postmarked within thirty (30) days after the staff Vice President-Labor Relations knew or should reasonably have been expected to know of the cause giving rise to the dispute. At the time of the hearing, the party referring the dispute will submit to the Board a statement of the case which shall include:

1. Question or questions at issue.
2. Statement of facts.
3. Position of employee or employees.
4. Position of Company.

- G. The Company and the Union shall meet periodically to agree upon the selection of neutral members to sit with the Board in the consideration and disposition of pending cases and to establish mutually agreeable hearing dates. If by the time a case is scheduled for hearing date(s) no agreement has been reached on the neutral member, then either the Company or the Union may direct a request to the Minister of Labour for Canada for the appointment of a neutral member.

All documents to be filed with the Board shall be addressed to all three (3) members of the Board.

No matter shall be considered by the Board which has not first been fully processed in accordance with the grievance and appeal provisions of this Agreement.

- H. Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally, or in writing or both.

On request of individual members of the Board, the Board may, by majority vote, or shall at the request of either the Union member or the Company member thereon, call any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself or by any member of the Board.

- I. A majority vote of all members of the Board shall be competent to make a decision.
- J. Decisions of the Board in all cases properly referable to it shall be final and binding and precedent-setting upon the parties hereto.
- K. The decision of the Board shall be rendered promptly after the closing of the hearing and/or final briefs

have been submitted, and a majority vote of the members of the Board, including the neutral member, shall be necessary to reach such decision. The expenses and reasonable compensation of the neutral member selected as provided herein shall be borne equally by the parties hereto.

- L. The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.
- M. Each of the parties hereto will assume the compensation, travel expenses and other expenses of the Board members selected by it.
- N. Each of the parties hereto will assume the compensation, travel expenses and other expenses of the witnesses called or summoned by it. Witnesses who are employees of the company shall receive free transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law.
- O. The company and the union members of the Board acting jointly shall have the authority to incur such other expenses as in their judgment may be deemed necessary for the proper conduct of the business of the Board, and such expense shall be borne one-half by each of the parties hereto. Board members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board members. Board members shall be furnished free transportation over the lines of the Company for the purpose of attending meetings of the Board, to the extent permitted by law.
- P. It is understood and agreed that each and every Board member shall be free to discharge his or her duty in an independent manner without fear that his or her individual relations with the Company or with the Union may be affected in any manner by any action taken by him or her in good faith in his or her capacity as a Board member.
- Q. In the case of a dispute arising under Paragraph D. of Article 19 of this Agreement, it may be submitted in the manner provided in Paragraph F. above. The case will be heard by the two-member Board sitting without a neutral referee. The Board so constituted shall render its decision to the parties within fifteen (15) days after completion of the hearing. In the event of a deadlock, the Board will have no further jurisdiction and the controversy will be considered settled.

R. Computation Of Retroactive Pay Due An Employee As The Result Of A Grievance Settlement Or Award Of The Board Of Arbitration

1. TCU employees who are moving from one job classification to another job classification as a result of an award of the Board of Arbitration or a grievance settlement in a contract interpretation matter shall have any retroactive pay differential which may be ordered or agreed to be paid computed by subtracting (1) the employee's Schedule "A" base rate of pay in his/her existing job classification from (2) the employee's Schedule "A" base rate of pay in his/her new job classification. Other elements of pay (e.g., shift premium pay, longevity pay, overtime pay, paid meal periods) will be disregarded in this retroactive computation..
2. TCU employees who are reinstated as a result of an award of the Board of Arbitration or a grievance settlement in a discipline or discharge matter shall have any retroactive pay which may be ordered or agreed to be paid computed on the basis of the employee's Schedule "A" rate of pay, plus any applicable COLA pay, longevity pay or shift premium pay that the employee would have enjoyed in the classification if the employee had been on payroll status during the period of suspension or discharge. Overtime pay and premium holiday pay for work opportunities missed will be disregarded in this retroactive pay computation. Also disregarded will be periods of time during the employee's suspension or discharge that he/she would have been off payroll for other reasons (e.g., layoff, strike).
3. After the amount computed for the employee is determined under 1. or 2. above, there will be deducted from that amount (1) any sums received by or payable to the employee in the form of outside earnings, Workers' Compensation benefits, Unemployment Compensation benefits or other benefits attributable to the period at issue, and (2) taxes and other voluntary or legally required deductions normally withheld from the employee's payroll check. However, no deduction will be made for outside earnings which the employee can prove would have been earned by him or her regardless of the suspension or discharge.

ARTICLE 21

SHIFT PREMIUMS

- A. For the purpose of this Agreement, it is understood and agreed that any work shift with a starting time of twelve (12:00) noon or later and before six (6:00) p.m. shall be considered an afternoon shift, and any work shift with a starting time of six (6:00) p.m. or later and before six (6:00) a.m. shall be considered a night shift.
- B. Any employee assigned to an afternoon shift will be paid fifty-one cents (~~51¢~~) per hour additional compensation over the base rate paid on the day shift for all hours worked.
- C. Any employee assigned to a night shift will be paid fifty-eight cents (~~58¢~~) per hour additional compensation over the base rate paid on the day shift for all hours worked.
- D. A relief employee who is scheduled to rotate between two (2) or more work shifts (i.e., day, afternoon or night) during a workweek will be paid sixty-one cents (~~61¢~~) per hour additional compensation over the rate paid on the day shift for all hours worked during any workweek in which he or she works such schedule.
- E. shift differential pay shall be included in the computation of overtime rates.
- F. Shift premium shall be included in holiday pay for an employee who is scheduled to work but not required to work or when the holiday falls on a scheduled day off.
- G. In the payment of sick and vacation time, the employee is to be paid the same shift premiums which would have been paid had he or she worked. Under this policy, if part of the absence were on days on which he or she would have worked one shift and the rest on days on which he or she would have worked a different shift, he or she will be paid in each case according to the shift he or she would have worked, which means that he or she will receive either no or one shift differential for part of the time and a different differential for the other part.
- H.
 - 1. When an employee who is assigned to rotating shifts is to be paid accrued vacation upon termination, he or she will be paid the actual base rate without any shift differential.
 - 2. Under the same circumstances, an employee assigned to a fixed shift will be paid the base rate plus

the fixed shift differential at which he or she was assigned.

- I. An employee who has completed his or her regularly assigned shift and then works another full shift will be paid for that second tour of duty on the basis of the shift differential applicable to that particular shift.
- J. When an employee works on one of his or her regular days off, he or she will be paid a shift differential on the basis of the shift that he or she is working on that day.
- K. When an employee works overtime either before or after his or her regular shift but less than a full eight (8) hours, the shift differential, if any, will be based on his or her regularly assigned shift.

ARTICLE 22

UNIFORMS

- A. ~~Where~~ the Company requires employees to wear uniforms at work, the employee will bear the entire cost of the original basic uniform which will consist of the following items:

<u>Male Agents</u>	<u>Female Agents</u>	<u>Skycaps</u>
1 Jacket	1 Jacket	1 Jacket
2 Trousers	2 Skirts (or 2 Slacks	2 Trousers
2 Ties	or 1 Skirt and	1 Cap
2 Shirts	1 pair of Slacks)	2 Ties
	2 Blouses	2 Shirts
	2 scarves	

- B. The employee is responsible for keeping his uniform clean, in good repair and in presentable condition at all times.
- C. The Company shall have the right to determine when replacement of basic uniforms or parts thereof are required or necessary and will furnish such replacements at NO cost to the employee. EFFECTIVE 10/1/85: Such replacement8 will be furnished every two (2) years (one (1) year for shirts and blouses), except when, in the Company's judgment, replacement is necessary at an earlier time as a result of normal wear.
- D. Notwithstanding Paragraphs A. and C. above, when the Company designates the blue work uniform in lieu of the dress uniform to be worn by agents, the Company will pay fifty percent (50%) of the cost of the initial blue work uniform consisting of two (2) trousers, three (3) shirts (short or long sleeve), and where needed one (1) jacket and one (1) jacket liner, and one hundred percent (100%) of the initial issue of two (2) ties where ties are required. (Employee purchasing jacket may purchase either long sleeve or vest style liner.) EFFECTIVE 10/1/85: The Company will also pay one hundred percent (100%) of replacement coots for two (2) trousers, three (3) shirts and two (2) ties where required after twelve (12) months and one hundred percent (100%) of the cost of jacket and liner after two (2) years except when, in the Company's judgment, replacement is necessary at an earlier time as a result of normal wear.
- E. Employees who are permanently assigned to a supervisory position involving a uniform jacket different from the basic uniform jacket will be furnished such jacket at no cost to the employees and replacement as set forth in Paragraph C. above.

- F. At the time replacement items are provided, an employee shall be required to turn in a like amount of used items of uniform previously issued.
- G. Suitable outer garments will be kept available at all locations by the Company to protect employees against inclement weather when they are required to work outside.
- H. uniforms which have been furnished without cost to the employee will remain the property of the Company and must be returned to the Company upon termination of employment or upon transfer to a position where such uniform is not required.
- I. The Vice President of Ground Services or designee will meet and confer with the TCU Vice General Chairperson or designee at the request of the Union to discuss the color, style and material to be used in uniforms.

ARTICLE 23

INSURANCE

A. All amendments to this Article, unless stated otherwise, shall become effective on the first day of the month following the date of signing of this Agreement for courses of treatment commencing on or after that date.

B. Group Medical Plan

No later than the first day of the sixth month following the date of signing of this Agreement, the Company will provide, at no premium cost to full-time employees covered by this Agreement while on active payroll status, a supplemental medical plan for such employees. The essential elements of the plan will be as set forth in Appendix A to this Article 23 entitled 'Essential Elements Of New Supplemental Medical Plan for Canadian Agent Employees.'

C. Group Dental Plan

1. The Company will provide at no premium cost to full-time employees covered by this Agreement while on active payroll a Group Dental Plan which will provide the following benefits for covered expenses incurred during a calendar year:
 - a. Covered Dental Expenses will be payable at ninety percent (90%) of Reasonable and Customary Charges for the Class I Services, eighty percent (80%) of Reasonable and Customary Charges for Class II Services, and at sixty percent (60%) of Reasonable and Customary Charges for the Class III Services listed. There shall be one individual calendar year deductible of twenty-five dollars (\$25.00) per person for Class II and Class III Services with a maximum of three (3) such deductibles per family. The maximum amount payable for each individual for the total of Class I, II and III Dental Services during a calendar year will be one thousand five hundred dollars (\$1,500.00).
 - b. Covered Expenses for orthodontic services (Class IV Services) listed on the existing Schedule of Dental Services will be payable at fifty percent (50%) of Reasonable and Customary Charges for the orthodontic services listed, and the lifetime maximum

benefit will be one thousand five hundred dollars (\$1,500.00) per person.

2. Except as expressly modified in this Article 23, Covered Dental Expenses, Limitations On Benefits and Covered Dental Expenses, Definitions and General Limitations will be as defined in the Group Dental Plan booklet dated 1987 (hereinafter "Plan booklet"). The Company will provide the TCU vice chairperson on request with copies of any changes in the Plan booklet with respect to employees covered by this Agreement.

D. Part-Time Employees

1. Part-time employees will be allowed to enroll in the supplemental medical plan set forth in Paragraph B. above. For those part-time employees who enroll in the supplemental medical plan and the Provincial Medicare Program, the Company will contribute to the cost of the premiums for such coverage not to exceed twenty-five dollars (\$25.00) per month for single coverage premiums and fifty dollars (\$50.00) per month for family average premiums. The remainder of any premiums to be paid by part-time employees will be by payroll deduction.
2. Effective on the first day of the second month following the date of signing of this Agreement, the Company will make provision for part-time employees to enroll in the Company's dental and life insurance programs on an employee-paid basis through payroll deduction. The terms and conditions of participation (including evidence of insurability for life insurance coverages), premiums and all other matters of administration of the program will be as established by the company from time to time.

E. Family Coverage

1. Family coverage under the Group Medical and Dental Plans shall extend only to spouse and unmarried dependent children in accordance with the provision covering eligible family members in the Plan booklet. It is recognized that no one can be covered under the Group Medical and Dental Plans as both a Dependent and an Employee, and no one can be a Dependent of more than one (1) employee.
2. An employee's family members who are insured under the Group Dental Plan at the time of his death may continue such coverage under the same terms, conditions and duration as are applicable to the Group Medical Plan for Canadian TCU-represented

employees under the Family Security Benefit, provided such family members pay monthly in advance the full premium for such coverage.

3. An employee will be covered under the Group Medical and Dental Plans on a single employee basis only, unless he enrolls for family coverage pursuant to the provisions of the Master policy.

Employees returning to active payroll status after having allowed their coverage to lapse and be cancelled for nonpayment of premiums will be reinstated in the same classification of coverage under which they were insured prior to cancellation, and no family member will be denied coverage for Covered Expenses incurred for treatment after the date of reinstatement of coverage, with respect to a preexisting condition for which coverage was in effect at the time coverage lapsed. However, for those employees whose coverage has lapsed for more than two (2) months, as a condition precedent to reinstatement of family coverage, evidence of insurability of family members may be required and unless waived by the Company, participants will be subject to any preexisting conditions limitations of the Group Medical Plan.

Employees who have elected family coverage but who no longer have dependents eligible for such coverage shall promptly notify the Manager-Employee Insurance - HDQ in writing of such fact.

F. Retiree Coverage

1. An employee who retires on a Disability or Early or Normal Retirement pension and who is enrolled in the Company's Group Medical and Dental Plans on his Retirement Date may continue as a participant in such Plans on a single or family basis, providing the employee is not eligible for group medical or dental coverage in other employment or from the Federal or Provincial governments of Canada. Such participation may be continued until such time as the retiree attains age sixty-five (65) and, as to the retiree's dependant spouse, until such time as such spouse attains age sixty-five (65). Eligible children will be eligible for continued coverage for as long as either the retiree or spouse remains a participant under the Plans.
2. Each employee who retired on a Disability, Early or Normal Retirement pension prior to January 31, 1983, and who has not attained age sixty-five (65)

shall be eligible to be a participant in the Company's Group Medical and Dental Plan on a single or family basis, until such time as the employee does attain sixty-five (65). Each such retiree's dependent spouse, who has not attained age sixty-five (65) shall be eligible for participation in said Plans, even if the retiree is no longer eligible, until such time as such spouse attains age sixty-five (65). Eligible children will be eligible for continued coverage for as long as either the retiree or spouse remains a participant under the Plans.

3. Group Medical and/or Dental coverage may be continued for an eligible surviving family member of a deceased retired employee under the same terms, conditions and duration that are applicable to the Family security Benefit, by the payment of monthly premiums in advance to the Company.

G. Coordination of Benefits

The Group Medical and Dental Plans shall include the following coordination of benefits provisions:

1. If a covered employee or family member is eligible to receive benefits under another group plan (i.e., a plan that is not administered by Northwest Airlines, Inc.), benefits from the Plan administered by Northwest Airlines, Inc. will be coordinated with the benefits from the other group plan, so that not more than one hundred percent (100%) of the "allowable expenses" incurred during a calendar year will be paid jointly by the plans. An "allowable expense" is any necessary, reasonable and customary item of expense covered in full or in part by any one of the group plans involved. A "plan" is considered to be any group insurance coverage or other arrangement for coverage of individuals in a group (including Medicaid and Medicare) which provides medical or dental benefits or services on an insured or uninsured basis. The Group Medical and Dental Plans referenced herein will be coordinated with any national health insurance plan(s).
2. The rules below establish the order in which benefits will be determined:
 - a. The benefits of a Plan which covers the person for whom claim is made other than as a dependent will be determined before a Plan which covers that person as a dependent.
 - b. The benefits of a Plan which covers the person for whom claim is made as a dependent

of a person whose day of birth occurs first in a calendar year will be determined before a Plan which covers that person as a dependent of a person whose day of birth occurs later in that year; except that: (a) if the other Plan does not have this rule, its alternate rule will govern; and (b) in the case of a dependent child of divorced or separated parents, the rules in subparagraph c. will apply.

c. If there is a court decree which establishes financial responsibility for medical, dental or other health care of the child, the benefits of the Plan which covers the child as a dependent of the parent so responsible will be determined before any other plan; otherwise:

(1) The benefits of a Plan which covers the child as a dependent of the parent with custody will be determined before a Plan which covers the child as a dependent of a stepparent or a parent without custody.

(2) The benefits of a Plan which covers the child as a dependent of a stepparent will be determined before a plan which covers the child as a dependent of the parent without custody.

In any case, upon request by the parent with custody of the child, payment will be made directly to the provider of care for medical expenses incurred for the child.

d. When the above rules do not establish the order, the benefits of a Plan which has covered the person for whom claim is made for the longer period of time will be determined before a Plan which has covered the person for the shorter period of time; except that:

(1) The benefits of a Plan which covers the person as a laid off or retired employee, or his dependent, will be determined after a Plan which covers the person as an employee, other than a laid off or retired employee, or his dependent.

(2) If the other Plan does not have the rule in subparagraph d. (1) which results in each Plan determining its benefits after

the other, then subparagraph d.(1) will not apply.

H. Group Life Insurance

NOTE: The provisions of this paragraph H. will be effective on the first day of the second month following the date of signing of this Agreement.

1. The Company will make available at no cost to full-time employees covered by this Agreement while they are on active payroll status twenty-five thousand dollars (\$25,000.00) of Group Life Insurance coverage to be placed through an insurance carrier or carriers selected by the Company (hereinafter the "Plan"). An employee may elect additional coverage under this Plan at his expense in five thousand dollar (\$5,000.00) increments to a maximum of fifty thousand dollars (\$50,000.00), subject to submission of evidence of insurability satisfactory to the insurance carrier(s).
2. In order to be eligible for group life insurance coverage under 1. above, an employee must have filed with Manager-Employee Insurance - HDQ a completed application for coverage under the Plan. Coverage will become effective on the date of receipt of such application by Employee Insurance - HDQ or, where proof of insurability is required, the first day of the month following the date of approval of the application by the insurance carrier(s).

Appendix

ESSENTIAL ELEMENTS OF NEW SUPPLEMENTAL MEDICAL PLAN

For Canadian Agent Employees

Administration

Northwest Airlines will be the Plan Administrator and have the fiduciary responsibilities under the Plan. Northwest will select the insurance carrier to administer the plan. Northwest can, in its sole discretion, change the insurance carrier administering the Plan.

Eligibility For Coverage

The classifications of employees who are eligible for coverage include all full-time and part-time employees who are on active payroll status and who are residents of Canada and who have filed with Northwest Airlines, Inc. Employee Insurance Section, a properly completed application for coverage.

Employees and their family members will be eligible to participate in the Plan as soon as they commence work. Employees who do not have a family member at that time will be eligible for family member coverage on the day they acquire their first family member.

Eligible Family Members

Eligible family members include the employee's spouse and his/her unmarried children from birth to 19 years of age. If the employee's children are unmarried, full-time student and primarily dependent upon the employee for support, such children will be eligible for family member coverage up to age 23. A child born of a minor female while she is covered as the employee's child will be considered one of the employee's family members as long as the minor female child is covered under the Plan.

The term child includes any child born of the employee, an any child legally adopted by the employee, and any stepchild of the employee who lives with the employee, and any foster child of the employee who lives with the employee in normal parent-child relationship and is primarily dependent upon the employee for support and maintenance and for whom the employee receives no reimbursement from governmental bodies for maintenance and support.

Coverage for an employee's unmarried children who are mentally or physically incapable of earning their own living may be continued beyond the age limits shown above if within 31 days after the date benefits would otherwise be cancelled, the employee submits proof of his/her child's incapacity to the insurance company.

No one can be covered under this plan as both a dependent and an employee and no one may be a dependent of more than one (1) employee.

Effective Date of Coverage

Employee coverage will become effective on the day the employee becomes eligible to participate in the Plan, provided the employee has completed an enrollment card for employee coverage and such card is received by the Employee Insurance Section, Northwest Airlines, Inc.

Family member coverage will become effective on the day the employee becomes eligible for family member coverage if the employee completes an enrollment card for family member coverage and it is received by the Employee Insurance Section, Northwest Airlines, Inc. within 31 days immediately following the date the employee becomes eligible for family member coverage. If the enrollment card for family member coverage is not received by the Employee Insurance section, Northwest Airlines, Inc. within such period, family member coverage will become effective on the first day of the month next following the date the application for coverage, subject to submission of evidence of insurability, is approved by the insurance company.

If the employee is absent on the day his/her coverage would normally become effective, coverage for the employee and his/her family members will be postponed until the day the employee returns to work.

If a member of the employee's family, other than a newborn child, is confined in a hospital on the date his/her coverage would normally become effective, medical benefits under this plan for that individual will be postponed until the member is no longer hospital confined.

Plan Design

The new Supplemental Medical Plan will contain the following benefits:

1. **Reimbursement Level.** The reimbursement level under the Plan will be 80% of Covered Expenses.
2. **Individual Lifetime Maximum Benefit.** The individual lifetime maximum benefit under the Plan will be one million dollars (\$1,000,000).
3. **Covered Expenses.** Covered Expenses will include those charges that are Reasonable & Customary and medically necessary. Covered Expenses must be recommended in writing by a physician legally licensed to practice medicine and must exceed the amount payable from any other source including the appropriate Provincial Hospital/Medical Program, any other government plan,

and any policy issued to the employee by an insuring organization. Covered Expenses must be submitted to the insurance company prior to the end of the calendar year following the year in which they were incurred. Reimbursement for Covered Expenses must not be prohibited under the terms of the appropriate Provincial Hospital/Medical Program and/or any other government legislation.

The following charges will be considered Covered Expenses:

- a. Hospital. charges by a hospital for the difference between the public ward allowance for room and board under the Provincial Hospital Program and the semi-private/preferred rate per day subject to a maximum difference in charges of \$60.00 per day.
- b. Prescription Drugs. Charges for drugs, serums and medicines available only upon a doctor's prescription or where legally permissible, the written prescription of a licensed, certified or registered osteopath, podiatrist or dentist. Chargee made for the administration of serums and injectable drugs are excluded.
- c. Nursing Care. Charges for in-home, private duty nursing subject to a maximum payment of \$10,000 per person per disability. Covered practitioners would include registered nurses, registered nursing assistants, and licensed practical nurses. Charges are not payable for a person who ordinarily resides in the employee's home or is a member of the employee's or spouse's family.
- d. Ambulance. charges for professional, licensed ambulance services to the nearest hospital where adequate treatment may be rendered and from one hospital to another when medically necessary.
- e. Paramedical Practitioners. Charges for professional paramedical practitioners subject to an annual maximum payment of \$350 for the combined services of all the following specified paramedical practitioners:

charges for diagnostic x-rays and laboratory tests ordered by a chiropractor, osteopath, podiatrist or chiropodist will be covered under the services of such practitioners subject to a maximum of one

(1) x-ray per practitioner in any one (1) calendar year:

1. chiropractors, osteopaths, podiatrists, chiropodists;
2. clinical psychologists, **speech** therapists or registered masseurs, if specified as medically necessary by a physician,

f. **Miscellaneous Services and Supplies.** Charges made for:

1. diagnostic x-ray and laboratory examinations;
2. x-ray, radium and radioactive isotope treatment.
3. **oxygen** and blood serum or other prescribed blood products;
4. **rental** of oxygen breather;
5. services of a registered physiotherapist;
6. insulin needles and syringes, Clinitest (or similar home testing supplies) for **diabetics**, initial purchase of a glycometer for insulin dependent diabetics. Supplies **used** with blood glucose electronic monitoring machines are excluded.
7. orthopedic **shoes** where **medically** necessary and prescribed by a physician or podiatrist **subject to a maximum benefit of \$200 in any one calendar year:**
8. purchase of braces; rental of crutches, canes, walkers or **purchase** upon approval by the **insurance** company; purchase or repair of artificial limbs and eyes; purchase **following** a mastectomy, of two surgical brassieres per calendar year and an initial breast prosthesis **plus** replacement every **two (2) years;**
9. prescribed surgical stockings subject to a limit of two pairs per calendar year;
10. colostomy and ostomy supplies;
11. rental of a wheelchair, hospital-type bed or other approved durable equipment for **temporary** therapeutic use, or purchase of **similar** equipment if approved by the insurance company. Charges for the purchase

of electric wheelchairs or hospital beds are subject to the insurance company's prior approval.

- g. **Outpatient Services.** charges by a hospital for use of out-patient facilities or supplies.
- h. **Convalescent Hospital.** Charges for room & board and services & supplies for a convalescent Hospital up to 120 days per disability if confinement in the Convalescent Hospital is within 14 days of hospital discharge as an inpatient in a hospital. Such benefits shall be reduced by any amounts payable under any provincial or federal plan covering such expenses.
- i. **Accidental Dental.** charges for treatment for injury to natural, sound teeth resulting from a direct blow to the mouth while insured within one year following the date of the accident. The tooth must not be diseased, prior to the accident, to the extent that it was predisposed to pathological fracture or imminent loss.
- j. **Out-Of-Province Coverage** Charges for out-of-province hospital room and board up to the semi-private rate, hospital services and supplies, and doctor services necessitated by (1) an emergency or (2) referral by a physician due to lack of availability of treatment in the province of residence provided the applicable Provincial Medicare Plan has agreed to pay benefits as a result of the referral.

4. **Deductible.** An individual deductible of \$100 per calendar year for all causes incurred during the calendar year. If three (3) or more family members incur Covered Expenses during the same calendar year and the total expenses used toward satisfying their individual deductible amounts are at least equal to \$300, no further deductible amounts shall be required for the remainder of the calendar year for that family.

If two (2) or more individuals in a family are injured in the same accident, only one (1) deductible will apply to all individuals in the accident,

5. **Benefits Following Cancellation.** If an employee or his/her family members are totally disabled by an injury, sickness or pregnancy on the date the employee's coverage cancels, Covered Expenses incurred for that disability will be payable to the same extent as if the coverage had not cancelled during continuance of total disability, but in no event for a period in excess of the earlier of the following dates:

- a. one (1) year from the date the **coverage** is cancelled, or
- b. the date the employee or his/her family members become covered **under** another group medical plan.

However, **benefits will not be payable** for any child born as a result of a pregnancy.

An employee will be considered totally disabled when as a result of injury, sickness or pregnancy, the employee is unable to perform the duties of any occupation. A family member will be considered totally disabled when, as a result of injury, sickness or pregnancy, that individual is unable to engage in the normal activities of a person of the same sex and age.

5. **Exclusions.** Expenses resulting from the following charges are excluded under this Plan:

- a. Self-inflicted injury or injuries caused by war or any act of war whether declared or undeclared, riot or civil commotion; committing or attempting to commit a criminal offense;
- b. Alcoholism, or any drug or narcotic habit; acupuncture; anti-smoking treatments and drugs;
- c. Accident or illness for which benefits are payable under any Workers' Compensation Act or similar legislation;
- d. Cosmetic surgery, except "to the extent necessary to repair disfigurement due to an accident sustained while insured;
- e. An examination by or the services of a physician if required solely for the use of a third party;
- f. For medical care or treatment before coverage becomes effective;
- g. For charges which you or your family members are not legally required to pay or would not have been made had coverage not existed;
- h. For or in connection with custodial care, education or training;
- i. For medically unnecessary care or treatment;
- j. Oral contraceptives, fertility drugs, vitamin preparations (with the exception of Vitamin B12 for the treatment of pernicious anemia), protein and dietary supplement, remedies prescribed by a

Naturopath, *drugs* not approved under the Food and Drug Act for sale and distribution in Canada, medications available without a prescription.

7. **Family Security Benefit.** In the event of an employee's death, benefits under the Supplemental Medical Plan will be continued for his family members covered on that date, without payment of premiums, until the earliest of the following dates:
- a. Remarriage of the surviving spouse, in which case the coverage for all family members terminates;
 - b. The date a family member attains age 65 (there is no continuation for a family member who is already age 65 at the time of the employee's death):
 - a. The date a family member ceases to qualify as a family member for any reason other than lack of primary support by the employee;
 - d. Two (2) years from the date of the employee's death.

The coverage which is continued for family members will be the coverage in force for family members of employees on active payroll.

The coverage which is continued in force for family member children because of the employee's death will not be affected if the surviving spouse dies during the two (2) year (maximum) continuation of coverage.

When the coverage provided by the Family Security Benefit terminates, the employee's eligible family members may continue their coverage under the Supplemental Medical Plan by the monthly advance payment of the full premium, to the Company until the earlier of the dates below (subject to a minimum continuation period of thirty-six (36) months);

- a. the date of remarriage of the surviving spouse, or
- b. the date coverage would otherwise have terminated if the employee had lived.

Canadian Dollars

Benefits are expressed in Canadian dollars under the Plan, and payment is made in Canadian dollars.

ARTICLE 24

GENERAL AND MISCELLANEOUS

- A. Employees shall not be required to pay premiums on bonds required by the Company in handling of its business.
- B. Where the term "duly accredited representative" appears in this Agreement, it shall be understood to mean members of the regularly constituted committee and/or officers of the Union.
- C. If new equipment is put into service by the Company, all employees affected shall be given every opportunity with reasonable instructions to become familiar with the new equipment without change of classification or rate.
- D. Employees taken away from their regular assigned duties at the request of the company to attend court and/or to appear as witnesses for the Company will be furnished transportation and will be allowed compensation equal to what they would have earned had such interruption not taken place and, in addition thereto, necessary actual expenses while away from their station for such purpose. Employees who are at Company request required to so attend and/or appear on a regular day off will receive a minimum of eight (8) hours straight time pay for such day.
- E. 1. Employees who must be absent from work while serving as jurors shall, upon proper evidence that they were called and actually served such jury duty, be paid their regular day shift rate of compensation, less the pay received for such jury duty. Employees must notify their supervisors immediately upon receipt of a jury duty summons.
2. Employees called for jury duty will be assigned to a day shift with Saturday and Sunday as regular days off (RDO's) beginning with the Saturday and Sunday immediately preceding commencement of jury duty and ending upon completion of jury duty.
3. If during his or her tour of duty an employee is released for all of a given weekday, he shall report to work and in such case may retain all jury duty pay received for that day.
4. Employees must report back to work at their normal shift starting time on the first day after completion of jury duty. If an employee is caused to work more than five (5) days in a row as a result of resuming his pre-jury duty RDO pattern, such employee shall only receive regular straight

time rates for the first eight (8) hours of each such day.

- F. All orders or notices to an employee under this Agreement involving a change in station assignment, promotion, demotion, furlough and leave of absence shall be given in writing.
- G. Suitable provisions shall be made for posting official or formal notices of interest to the employees issued by either of the parties to this Agreement. There shall be no distribution or posting by employees hereunder of advertising or political matter, notices or any kind of literature upon the Company's property.
- H. This Agreement shall be printed or reproduced by the Company, and each employee hereunder shall be provided with one (1) copy on request.
- I. The pay of women employees for the same kind of work shall be the same as that of men.
- J. Efforts will be made to furnish employment (suited to their capacity) to employees who have become physically unable to continue in service in their present positions.
- K. The present practice of certain classifications or groups of employees working fixed shifts and/or days off or rotating shifts and/or days off will be continued, except where a request for change is made by either party to this Agreement. When such a request is made, the determination shall be made by agreement between local management and the Local Chairman. If no agreement can be reached locally, the matter may be appealed to the Vice General Chairperson and the Vice President-Ground Services, Director-Reservations or such person as the Company may designate. If no agreement is reached at this level, either party may appeal to the vice president in charge of the department involved. In case the Vice General Chairperson and the Vice President fail to agree, further appeal may be made to the Board of Arbitration. It is understood that in instances where the Local Chairman or Vice General Chairperson requests fixed shifts and/or days off, such request will be granted unless it can be shown that such change would cause undue costs or impairment of the service due to lack of sufficient experienced personnel on a shift.
- L. Employees will, upon termination of employment and on written request, have returned to them service cards, letters of recommendation and other papers which have been furnished by them for investigation. In addition the Company will, on written request, furnish employee

with a letter setting forth the facts as to his or her employment and length of service with the Company.

1. It is understood and agreed that the Company will not lock out any employee and the Union will not sanction nor will the employees take part in any strike, slowdown or picketing of Company premises until the procedures for settling disputes as provided herein and as provided by the Railway Labor Act, as amended, have been exhausted.
1. In the event free parking facilities for employees are not available to airport locations, commencing on the first day of the month following the signing of this Agreement the Company will assume the monthly parking charge up to a maximum of five dollars (\$5.00) per month assessed by the appropriate authority (airport, port, etc.) for parking in an area designated by the Company for employee parking. This provision will not apply to charges to employees for decals, stickers, gate keys, registration fees or similar items.
2. When it is necessary for an employee to be absent from duty because of death in his or her immediate family (spouse, child, mother, father, sister, brother, mother-in-law, Father-in-law and any relative permanently residing in the employee's household or with whom the employee resides), such employee will be granted absence with pay for any three (3) consecutive scheduled workdays, one (1) of which shall be the date of death or the date of the funeral.
3. In the event of sabotage threats, it is anticipated that all employees will continue to carry out their assigned duties. However, no employee will be required against his or her will to work in the immediate area of the sabotage threat.
4. within six (6) months after the date of signing of this Agreement, the Company will implement procedures for issuance of an NWA identification card to all of the Company's TCU-represented employees occupying permanent positions who have not been issued a company photo identification badge.
5. Each year during the month of November, each employee will be issued a statement showing the balance of his or her vacation and sick leave accruals as of the time the company system vacation inventory is prepared.
6. Secretary-customer service agents are recognized as being included in the customer service agent classification only for the purposes of overtime. Customer service agent interpreters are recognized as being included in the customer service agent classification for all purposes except the bidding of work schedules.

T. The Company will implement procedures for issuance of an NWA identification card to TCU employees retiring or who have retired on a normal, early or disability pension.

ARTICLE 25

BASIS OF PAY

- A. The rates of pay set forth in Schedule "A," attached hereto and made a part of this Agreement, shall be the minimum rates paid on or after the dates specified on that schedule. wage scales shall be applied at all locations throughout the system, but in the event a tight labor market at a particular location makes the hiring of new employees difficult at that location the Company and the Vice General Chairperson will meet and agree to a reasonable solution to the problem pertaining to that particular location during such period.
- B. Employees shall be paid on a monthly basis. In order to determine the basis of pay for less than a full month period or for overtime purposes, the monthly rate shall be divided by one hundred seventy-three and one-third (173 1/3) (the number of standard work hours in a month) which shall equal the straight time hourly rate.

For payroll purposes, the standard workweek shall begin at twelve-ope (12:01) a.m. on Saturday and end at twelve (12:00) midnight the following Friday.
- C. Regular paydays shall be established for each station on the basis of biweekly payment of compensation, except a0 it may be changed to a more frequent method or to comply with Canadian law.
- D. Should the regular payday fall on a holiday, employees will be paid on the preceding day if possible.
- E. Where there is a shortage equal to one-half day's pay or more in the pay of an employee, a special check will be issued as promptly as possible Co cover the shortage. Where there is a shortage of less than one-half day's pay, the shortage will be included in the next paycheck. All special checks (shortages equal to one-half day's pay or more) will be issued by Payroll within five (5) working days of notification to Payroll of the shortage; provided, however, that when a regular paycheck is due the employee within the five (5) day period set forth herein, Payroll may include the shortage in the regular paycheck,
- F. Paychecks will include an itemized statement of all wages and deductions made for the pay period.
- G. Deductions may be made by the Company from an employee's paycheck:

1. For expense advances or other indebtedness due to the Company, including but not limited to chargee for non-sufficient fund checks, unreturned or lost, identification badge or keys, uniforms and the cost of tools and equipment issued to the employee but not returned; and
 2. For vacation used in excess of accruals, but only from the last paycheck of an employee following termination or placement on leave of absence or layoff status;
 3. In the event of overpayments that occur for more than two (2) pay periods which are to be recouped by the Company, not more than fifteen percent (15%) of an employee's gross pay will be deducted from any one paycheck. This fifteen percent (15%) limitation will not apply to recoupment deductions taken by the Company with respect to advanced vacation. Note: In cases where the fifteen percent (15%) deduction causes a hardship, the company and Union may agree to modify the fifteen percent (15%) recoupment figure.
- H. Employees leaving the service of the Company will be furnished with a paycheck covering all time due upon request at the earliest possible time after separation and in compliance with Canadian law.
- I.
1. The salary of an employee transferring to a position in a higher classification, and who has not previously served in classifications equal to or higher than the classification to which transferring, shall be the lowest salary bracket in the higher classification paying at least eight dollars (\$8.00) more than he or she is entitled to in the lower classification.
 2. The salary of an employee transferring to a position in a higher classification, and who has previously served in classifications equal to or higher than the classification to which transferring, shall be the most favorable to the employee of one of the following:
 - a. The lowest salary bracket in the classification to which transferring, paying more than he or she received in the lower classification at the time of transfer.
 - b. The salary bracket in the classification to which transferring that his or her previous total length of service in classifications equal to or higher than the classification to which transferring would entitle him or her in accordance with the salary schedule.

- c. The highest salary bracket, previously entitled to attain in the same classification as the one to which transferring.
1. The salary of an employee transferring from a higher classification to a lower classification to which previously assigned shall be established by determining the highest salary bracket the employee was entitled to receive in the lower classification and adding length of service subsequently served in all higher classifications.
 2. The salary of an employee who is transferring from a higher classification to a lower classification and who has not previously held a position in a classification lower than the classification being transferred to shall be established by totaling length of service in all higher classifications.
 3. The salary of an employee transferring from a higher Classification to a lower classification to which the employee has not previously been assigned but which is higher than classifications previously held shall be established as follows:
 - a. Determine the highest salary bracket the employee was entitled to receive on the date last assigned in the lower classification.
 - b. Determine the lowest salary bracket in the classification to which transferring which is higher than the salary bracket set forth in a. above.
 - a. Determine length of service assigned to classifications higher than the classification to which transferring since the date set forth in a. above.
 - d. Add to the rate determined in b. above any salary steps the length of service determined by c. above would entitle the employee. That result would be the current salary.
 4. Salaries established under Paragraph I. shall in no case be in excess of the salary paid the employee in the classification the employee is transferring from. should the application of Paragraph I. result in a computation in excess of the salary being paid in the higher classification, the salary of the higher classification will be retained.
6. In establishing the salary of an employee under Paragraphs H. and I. above, the maximum salaries of the classifications involved shall be used to determine

whether an employee is transferring to a higher classification or to a lower classification.

- L. The basic date for automatic salary progression for an employee hired into a position covered by this Agreement before 9/19/79 will be established to be that "automatic" date shown for that employee on Company records as of 9/19/79. The basic date for automatic salary progression for an employee hired into a position covered by this Agreement, on or after 9/19/79, will be the effective date of first assignment to such position as evidenced by Company records.
- M. In computing an employee's time elements for automatic progression under the wage scale, the following shall be observed: Authorized leaves of absence not to exceed ninety (90) days in a calendar year shall be included in length of service. Absence due to sickness, injury or accident and time spent by employees away from their regular jobs when they are loaned to other employers by the Company shall be included in length of service.
- N. In the event: a clerical position covered by this Agreement is established during the term of this Agreement, the rate of pay for such position may be fixed by management, subject to approval by the Vice General Chairperson.
- O. All references to dollars or rates of pay in this Agreement are understood to refer to Canadian funds.

ARTICLE 26

CHECK-OFF

- A. Effective June 1, 1960, all nonprobationary employees covered by this Agreement shall as a condition of continued employment with the Company execute a payroll deduction authorization form to be agreed upon by the parties which shall authorize the Company to deduct from the first paycheck of the month and the first paycheck of each subsequent month an amount equal to the monthly Union dues and initiation fees of the Union, subject to the conditions set forth herein.
- B. The amount to be deducted, hereinafter referred to as "check-off deduction," shall be equivalent to the regular dues payment and initiation fee of the Union uniformly required of all members and shall not include fines or special assessments. The amount to be deducted shall not be changed during the term of Agreement, except to conform with a change in the amount of regular dues of the Union uniformly required of all members in accordance with its constitutional provisions and bylaws.
- C. Membership in the union shall be available to any employee eligible under the constitution and bylaws of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Union.
- D. Deductions shall commence on the payroll for the first day of the calendar month following completion of three (3) months after date of first service in a position covered by this Agreement.
- E. If the wages of an employee payable on the payroll for the first pay period of any month are insufficient to permit the full check-off deduction, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the deductions not made in an earlier month.
- F. Check-off deductions shall be made only from the first paycheck each month, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been justified. In the event of termination of employment, there shall be no obligation on the company to collect check-off deductions until all such other deductions (including money claims of the Company and Credit Union) have been made, and such obligation to collect check-off deductions shall not extend beyond

the pay period in which the employee's last day of work occurs.

- G. The Company will remit to the Union representative who will be designated by the Vice General Chairperson one check in payment of all check-off deductions collected as soon after the payday on which deductions were made as practicable and within thirty (30) days. The Company remittance of such deductions to the designated representative of the Union will be accompanied by two (2) copies of a list which includes (1) names, (2) employee clock numbers, (3) location numbers and (4) individual amounts deducted.
- H. 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 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 the remittance to the Union, the Company shall adjust the amount in a subsequent remittance.
- I. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other form of liability that may arise out of or by reason of the provisions of this section of the Agreement. The Company shall promptly notify the Union of any such claim of liability made against the Company.
- J. Nothing in this section shall be construed to require membership in the Union.
- K. The Union through an authorized officer or representative will notify the Staff Vice President-Labor Relations of the Company in writing of any employee who, by reason of failure to comply with the terms of this Agreement, is not entitled to continued employment. Upon receipt of such notice the Company will, as promptly as possible but within ten (10) days of such receipt, so notify the employee in writing by certified mail, return receipt requested, or in lieu of the use of certified mail by personal delivery evidenced by a receipt. Any such employee who disputes the fact that he or she is not entitled to continued employment may make written request for a hearing thereon within fifteen (15) days after receiving such notice. Such written request by the employee for a hearing shall be addressed to the Staff Vice President-Labor Relations with a copy to the Vice General Chairperson of the Union. Thereafter, hearings will be held and the employee shall be entitled to such appeals as are provided for under the provisions of Paragraph B., Discipline, of Article 19, Discipline and

Grievances, and Article 20, Board of arbitration, of this Agreement. The receipt of a request for a hearing from the employee within the time limitation shall operate to stay the action on the termination of employment until the hearing is held and the decision is rendered and, in case of appeal from such decision, until final disposition of the matter pursuant to the provisions of said Articles 19 and 20 of this Agreement. In the event the employee concerned fails to request a hearing as provided herein, the Company shall proceed to terminate his or her employment not later than thirty (30) days from the receipt of the above described notice from the Union, except as herein otherwise provided in the case where a qualified replacement is not available. In those cases where the employee files a request for a hearing and it is finally decided that the employee is not entitled to continued employment, the Company shall proceed to terminate his or her employment not later than twenty (20) days from the date upon which such decision becomes final and is not subject to appeal.

The term "Union" as used herein means the Transportation Communications union (TCU).

ARTICLE 27

SAVING CLAUSE

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

27.1

ARTICLE 28

EFFECTIVE DATES AND DURATION

This Agreement constitutes full and complete settlement between the parties of rates of pay, rules and working conditions for the period January 1, 1989, through December 31, 1992.

Except as otherwise specifically stated herein, this Agreement shall become effective on its date of signing, shall continue in full force and effect through December 31, 1992, and shall renew itself without change through each succeeding December 31 thereafter, unless written notice of intended change is served in accordance with the Canada Labour Code as amended.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment to Agreement this 13th day of July, 1989.

For Transportation
Communications union

For Northwest Airlines, Inc.

/s/ Gary Fane
Vice President
FCU - Airline Division

Michael I. Fahey
Staff Vice President
Labor Relations

/s/ John Amato
Vice General Chairperson

/s/ Sara Beckstrand
Labor Relations &
Administration Manager

/s/ Diane Carroll
Business Representative
FCU - Airline Division

/s/ Donald Jorgensen
District Manager
Ground Services

/s/ Kenneth Burr

/s/ Terry Williamson

/s/ Paul Martin

CANADIAN RATES

**SCHEDULE "A"
RATES OF PAY
FOR EMPLOYEES ASSIGNED BY PD-1 EFFECTIVE
BEFORE SEPTEMBER 1, 1985, TO
ANY POSITION COVERED BY THIS AGREEMENT**

Increases Will Be Effective With The First Day Of The First
Day Period Commencing On Or After The Date Indicated

<u>Length Of Service</u>	<u>4/1/89</u>	<u>9/1/90</u>	<u>10/1/91</u>	<u>11/1/92</u>
<u>Customer Service Agents</u>				
1st Year	\$ 8.54	\$ 8.80	\$ 9.06	\$ 9.29
2nd Year	10.40	10.72	11.04	11.31
3rd Year	11.11	11.45	11.79	12.08
4th Year	11.94	12.30	12.67	12.98
5th Year	12.78	13.16	13.56	13.90
6th Year	13.72	14.13	14.55	14.92
7th Year	16.81	17.31	17.83	18.28

Customer Service Agent Supervisors will be paid at a rate of
\$150.00 over and above the maximum applicable rate on the
above schedule.

Secretary-Customer Service Agents will be paid at a rate of
\$20.00 over and above what the employee's rate would be in
the Customer Service Agent rate progression.

Customer Service Agent Interpreters will be paid at a rate
of \$45.00 Over and above what the employee's rate would be
in the Customer Service Agent rate progression.

<u>Length Of Service</u>	<u>4/1/89</u>	<u>9/1/90</u>	<u>10/1/91</u>	<u>11/1/92</u>
<u>Picket Sales Agents</u>				
1st Year	\$ 8.51	\$ 8.76	\$ 9.03	\$ 9.25
2nd Year	10.05	10.35	10.66	10.93
3rd Year	10.80	11.12	11.46	11.74
4th Year	11.63	11.98	12.34	12.65
5th Year	12.54	12.92	13.30	13.64
6th Year	13.48	13.88	14.30	14.65
7th Year	16.33	16.82	17.32	17.75

Lead Agents will be paid at a rate of \$60.00 over and above
the maximum applicable rates shown on the above schedule.

Picket Sales Agent IIs will be paid at the rate of \$15.00
over and above what the employee's rate would be in the
Picket Sales Agent progression.

Picket Sales Agent Interpreters will be paid \$45.00 over and
above what the employee's rate would be in the Ticket Sales
Agent progression.

1. Automatic increases will be effective on the beginning of the payroll period which is closest to the employee's adjusted automatic increase date of his entering the classification.
2. The above rates of pay will be paid in Canadian funds.

CANADIAN RATES

**SCHEDULE "A"
RATES OF PAY**

**FOR EMPLOYERS ASSIGNED BY PD-1
EFFECTIVE ON OR AFTER SEPTEMBER 1, 1985
TO ANY POSITION COVERED BY THIS AGREEMENT**

**Increases Will Be Effective With The First Day Of The First
ay Period Commencing On Or After The Date Indicated**

<u>Length Of Service</u>	<u>4/1/89</u>	<u>9/1/90</u>	<u>10/1/91</u>	<u>11/1/92</u>
<u>Customer Service Agents</u>				
1st Year	\$ 8.54	\$ 8.80	\$ 9.06	\$ 9.29
2nd Year	8.85	9.12	9.39	9.62
3rd Year	9.16	9.44	9.72	9.96
4th Year	9.47	9.75	10.04	10.30
5th Year	9.78	10.07	10.38	10.64
6th Year	10.09	10.39	10.70	10.97
7th Year	10.55	10.87	11.20	11.48
8th Year	11.02	11.35	11.69	11.98
9th Year	11.48	11.83	12.18	12.49
10th Year	16.81	17.31	17.83	18.28

**Customer Service Agent Supervisors will be paid at a rate of
150.00 over and above the maximum applicable rate on the
above schedule.**

**Secretary-Customer Service Agents will be paid at a rate of
20.00 over and above what the employee's rate would be in
the Customer Service Agent rate progression.**

**Customer Service Agent Interpreters will be paid at a rate
of \$45.00 over and above what the employee's rate would be
in the Customer Service Agent rate progression.**

<u>Length Of Service</u>	<u>4/1/89</u>	<u>9/1/90</u>	<u>10/1/91</u>	<u>11/1/92</u>
<u>Ticket Sales Agents</u>				
1st Year	\$ 8.51	\$ 8.76	\$ 9.03	\$ 9.25
2nd Year	8.81	9.08	9.35	9.58
3rd Year	9.13	9.40	9.68	9.92
4th Year	9.44	9.72	10.01	10.26
5th Year	9.74	10.04	10.34	10.60
6th Year	10.05	10.35	10.66	10.93
7th Year	10.51	10.83	11.15	11.43
8th Year	10.98	11.31	11.65	11.94
9th Year	11.45	11.79	12.15	12.45
10th Year	16.33	16.82	17.32	17.75

**Lead Agents will be paid at a rate of \$60.00 over and above
the maximum applicable rates shown on the above schedule.**

**Ticket Sales Agent IIs will be paid at the rate of \$15.00
over and above what the employee's rate would be in the
Ticket Sales Agent progression,**

Ticket Sales Agent Interpreters will be paid \$45.00 over and above what the employee's rate would be in the Ticket Sale Agent progression.

1. Automatic increases will be effective on the beginning of the payroll period which is closest to the employee's adjusted automatic increase date of his entering the classification.
2. The above rates of pay will be paid in Canadian funds.

LONGEVITY

EFFECTIVE WITH THE BEGINNING OF THE FIRST BIWEEKLY PAYROLL PERIOD COMMENCING ON OR AFTER JULY 13, 1989:

Employees covered by this Agreement will receive, for each year of service spent in any of the classifications covered by this Agreement, exclusive of the first four (4) years of employment, longevity pay of one cent (1¢) an hour for each year of service up to a maximum of fifteen cents (15¢) per hour. Former Republic employees reclassified to a position covered by this Agreement will receive credit for their previous service for purposes of longevity allowance. An employee's service for the period prior to his/her reclassification will be as shown for the employee in the business records of Republic and Northwest.

SIGNING BONUS

A special lump sum payment (in Canadian dollars minus applicable payroll taxes) will be paid to all employees covered by this Agreement who are on active payroll status as of July 13, 1989. Such bonus will be paid by September 1, 1989. The bonus amount is as follows:

Full-time employees in any classification - \$100.00.
Part-time employees in any classification - \$ 50.00.

MEMORANDUM OF AGREEMENT
between
NORTHWEST AIRLINES, INC.
and
BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

Whereas, Northwest Airlines has, over a period of years, maintained the practice of holding employees responsible for Company monies entrusted to their care in the conduct of Company business, and

Whereas, there is a Review Board composed of company officials which determines what action, if any, is to be taken against an employee who is charged with the loss of company money entrusted to him, and

Whereas, the Brotherhood of Railway and Steamship Clerks, Freight Handlere, Express and Station Employees has protested against the penalties assessed for such losses against several employees whose jobs are covered by the Agreement between Northwest Airlines and the Brotherhood of Railway and Steamship Clerks on the ground that the action in these cases was in violation of Article XVI of that Agreement.

Now therefore, it is hereby mutually agreed that such cases will be handled in the following manner:

1. **Loss** of Company money by employees handling Company funds and the corrective measures to be applied in such cases are considered as being different from other errors or infractions and such cases will not be handled under the grievance procedure as prescribed in Article XVI of the Agreement, and
2. When an instance of this kind occurs the Management representative at the location and the involved employee shall make a joint statement of all the facts and forward it to the Review Board. If the two parties cannot agree upon the facts, each shall make a separate statement setting forth the facts as he believes them to be.

When the Review Board receives this, or these statements, the Chairman of the Board will set a time and place for consideration of the case and notify the General Chairman of such time and place.

The General Chairman or his representative is privileged to be present and participate in discussion of the case. If he is dissatisfied with the decision of the

Review Board he shall have the right of appeal to the Director of Labor Relations and then, if not satisfactorily settled, to the System Board of Adjustment.

Signed at St. Paul, Minnesota, this 17th day of November, 1952.

RAE - 4/11/67

JMB - 4/11/67

MEMORANDUM OF UNDERSTANDING

between

NORTHWEST AIRLINES, INC.

and

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

covering

Clerical, Office, Fleet and
Passenger Service Employees

WHEREAS, a number of cities served by Northwest Airlines, Inc., will during the period from April 1 to November 1 in the year 1957 and subsequent years change from Standard Time to Daylight Time and return to Standard Time from Daylight Time, and,

WHEREAS, certain employees represented by the Union will be scheduled to work shifts during which the change in time will take place, and,

WHEREAS, the parties hereto desire to provide for a procedure to apply to all employees covered by such Agreement on the dates of the change from Standard Time to Daylight Time and return from Daylight Time to Standard Time at stations which are affected,

Now, THEREFORE, it is mutually understood and agreed by and between Northwest Airlines, Inc., and the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees representing the class or craft of clerical, office, fleet and passenger service employees that notwithstanding any provisions of the current Agreement between the parties covering such personnel, the following procedure with respect to hours of service, overtime and compensation will apply:

1. On the date of change from Standard Time to Daylight Time, the time clocks shall at 1:00 a.m. be advanced from 1:00 a.m. to 2:00 a.m. and on the date of the return to Standard Time from Daylight Time, the time clocks shall at 2:00 a.m. be turned back from 2:00 a.m. to 1:00 a.m.
2. Employees on duty working regular shifts which include the clock changeover set forth in 1. above will have their straight time hours lapsed on their time cards according to the clock times in and out. It is understood that employees working during the hours of change to Daylight Time from Standard Time will receive eight (8) hours

straight time pay for seven (7) hours actual work, while upon return to Standard Time from Daylight Time, the employees working during such hour⁶ will receive eight (8) hours straight time pay for nine (9) hours of actual work.

3. Any employee who is working on his regular day off, on a full shift which includes the clock changeover hours set forth in 1. above, will also have his hours lapsed in the same manner and with the same understanding as under 2. above.
4. Any employees other than those covered by the situations set forth in 2. and 3. above, who may be on duty at the hour of clock changeover because of working authorized overtime either before or after a regular shift, will be credited with overtime hours on the basis of the actual overtime hours worked before or after such regular shift. Examples illustrating this understanding are as follows:

- (a) Working After Regular Shift - Employee A having a regularly assigned shift of 1600 to 2400 is authorized to work 4 hours overtime on date of changeover to Daylight Time will be credited with only 4 hours overtime despite the fact that the time card will show "out" time as 0500. When Employee A is authorized to work 4 hours overtime on date of change back to Standard Time from Daylight Time, he will be credited with 4 hours overtime despite the fact that the time card will show "out" time as 0300.
- (b) Working Prior to Regular Shift - Employee B having a regularly assigned shift of 0600 to 1400 is authorized to work 5 1/2 hours overtime prior to start of his regular shift on the date of changeover to Daylight Time will be credited with only 5 1/2 hours despite the fact that the time card will show "in" time of 2330 on previous calendar day. When Employee B is authorized to work such hours of overtime on the date of change back to Standard Time, he will be credited with 5 1/2 hours overtime despite the fact that the time card will show "in" time of 0130.

The overtime authorization slips relating to these situations shall be clearly marked with the actual overtime hours worked by showing thereon the "in" and "out" time for such overtime in terms of local standard time.

It is specifically understood and agreed that any provision of the collective bargaining agreement between the parties relating to employees covered by such agreement in the service of Northwest Airlines, Inc., which may be in conflict with the contents of this Memorandum providing for the implementation of Daylight Time and return to Standard Time from Daylight Time shall be suspended, waived and made inapplicable on the dates of change from Standard Time to Daylight Time and return to Standard Time from Daylight Time insofar as the employees under the agreement are affected by such change in time.

Signed this 24th day
of April, 1957

Witness :

/s/ T. Eileen Russell

/s/ William J. Dillon

For NORTHWEST AIRLINES, INC.

/s/ Linus C. Glotzbach

/s/ M. S. Mackay

For BROTHERHOOD OF RAILWAY, AND
STEAMSHIP CLERKS, FREIGHT
HANDLERS, EXPRESS AND STATION
EMPLOYEES

/s/ Jack M. Bacon

LETTER OF UNDERSTANDING

between

NORTHWEST AIRLINES, INC.

and

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS

This Agreement made and entered into in accordance with the provisions of the Railway Labor Act, as amended by and between Northwest Airlines, Inc., hereinafter referred to as the "Company" and the Brotherhood of Railway, Airline and Steamship Clerks, hereinafter referred to as the "Brotherhood";

WITNESSETH

WHEREAS, because of the International nature of the Company's operation, it is recognized that there is a necessity to provide a means of communication with customers who are unable to speak the English language: and

WHEREAS, it is recognized that an opportunity to assign bilingual employees in certain instances in the classifications of Transportation Agent, Ticket Sales Agent and Reservations Agent is required in order to maintain and improve Northwest's competitive position which in turn will increase job opportunities for employees represented by the Brotherhood; and,

WHEREAS, the parties hereto have met and have arrived at a mutually agreeable solution as set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. There will be established within the classifications of Transportation Agent, Ticket Sales Agent and Reservations Agent, subclassifications to be known respectively as Transportation Agent-Interpreter, Ticket Sales Agent-Interpreter and Reservations Agent-Interpreter.
2. To be eligible for any such subclassification, an employee in a classification shall be proficient in the foreign language or foreign languages for which a requirement exists.

3. Designated Agent Interpreter positions will be limited to the number required to provide seven day coverage of one employee to a shift for each foreign language for which a requirement exists except that where more than twenty agents are assigned to a shift, another designated Agent Interpreter may be assigned to the shift for each twenty agents or portion thereof.
4. Agent Interpreter positions will be designated and employees assigned to such positions will be paid at a rate of twenty dollars (\$20.00) over and above the rate which they would otherwise receive as an agent.
5. Except as set forth herein, the provisions of the basic collective bargaining agreement between the parties hereto will in all manner apply including, but not limited to the selection and assignment of such Agent Interpreters.

THIS AGREEMENT Shall become effective on the date of signing, August 13, 1969.

WITNESS

For NORTHWEST AIRLINES, INC.

/s/ Homer R. Kinney

/a/ C. L. Stewart

/s/ D. C. Oswald

/s/ Robert A. Ebert

For THE BROTHERHOOD OF RAILWAY,
AIRLINE AND STEAMSHIP CLERKS

/s/ Jack M. Bacon

LETTER OF AGREEMENT
between
NORTHWEST AIRLINES, INC.

and
BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES
representing

Clerical, Office, Fleet and Passenger Service Employees

WHEREAS, the parties recognize that the needs of the service require a reasonable period of time for on-the-job training of employees entering the transportation agent classification, and

WHEREAS, the parties recognize the need to assign such employees during such period in a manner adequately suited to familiarize them with the duties and responsibilities of the transportation agent position,

NOW, THEREFORE, it is agreed by the parties that notwithstanding any provision of the BRAC Collective Bargaining Agreement to the contrary, the Company shall retain the right and sole discretion to assign employees during the first 60 calendar days of their employment as transportation agent, to any station, shift and work area subject only to the following restrictions:

1. As a general rule such employees
 - (a) will be assigned to a day shift for 30 calendar days and to an afternoon shift for 30 calendar days
 - (b) will not be assigned Saturday and Sunday as regular days off.
2. Exceptions to the general rule stated in 1.(a) and (b) above may be made but only upon mutual agreement between local Company and BRAC representatives.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 7th day of November, 1974.

WITNESSES :

For NORTHWEST AIRLINES, INC.

/s/ T. Eileen Russell

/s/ Terry M. Erskine

For BROTHERHOOD OF RAILWAY AND
STEAMSHIP CLERKS, FREIGHT
HANDLERS, EXPRESS AND STATION
EMPLOYEES

/s/ Darlyne C. Wright

/s/ Allen W. McCauley

August 20, 1982

Arlo T. Bertsch
General Chairman
Brotherhood of Railway, Airline and
Steamship Clerks
1500 East 79th Street, Suite 112
Minneapolis, Minnesota 55420

Dear Mr. Bertsch:

This will confirm the agreement of BRAC and the employees of the Company represented by BRAC on the subject of falsification of a claim for sick leave pay.

1. Intentional falsification of a claim for sick leave pay for the purpose of obtaining sick leave pay when the circumstances of the absence do not entitle the employee to sick leave pay constitute just cause for immediate discharge.
2. Progressive discipline is not required, and lack of progressive discipline is no defense in the case of a discharge for such offense.
3. Should the Company in its discretion impose discipline less than discharge in any given case involving such offense, its action will be of no value as evidence in any arbitration proceeding and will in no way diminish the agreement of the parties that just cause existed for the employee discharge.

Very truly yours,

NORTHWEST AIRLINES, INC.

/s/ Gerald E. Wallin
Labor Relations Attorney

Agreed for BRAC and BRAC-
Represented Employees By:

/s/ Arlo T. Bertsch
General Chairman

March 31, 1984

r. Arlo T. Bertsch
General Chairman
Brotherhood of Railway and Airline Clerks
500 East 79th Street, Suite 126
Minneapolis, Minnesota 55420

Dear Mr. Bertsch:

This will confirm the agreement of the BRAC and the employees of the Company represented by BRAC on the subject of on-the-job intoxication as follows:

1. The BRAC recognizes that any BRAC-represented employee who reports to work with a blood/alcohol level of .10 or higher is conclusively presumed to be under the influence of alcohol in violation of Company rules prohibiting same, and that such violation constitutes just cause for immediate discharge. NWA and the BRAC recognize that blood/alcohol levels of less than .10 may or may not constitute a violation of reporting to work under the influence of alcohol, depending upon the individual facts and circumstances.
2. should the Company in its discretion impose discipline less than discharge in any given case involving the offense set forth in paragraph 1. above, its action will be of no value as evidence in any arbitration proceedings and will in no way diminish the agreement of the parties that just cause existed for the employee's discharge.

Accepted and Agreed to for
BRAC and BRAC-Represented
employees

Yours very truly,
NORTHWEST AIRLINES, INC.

/s/ Arlo T. Bertsch
General Chairman

/s/ Robert A. Brodin
Sr. Labor Relations Attorney

August 30, 1985

Mr. Arlo T. Bertsch, General Chairman
Brotherhood of Railway and Airline Clerks
1500 East 79th Street, Suite 126
Minneapolis, Minnesota 55420

Dear Mr. Bertsch:

This will confirm the agreement of the BRAC and the employees of the Company represented by BRAC with respect to falsification of Company records or submission of false Company records.

1. Falsification of Company records (whether by addition or omission) resulting in a claim by an employee for wages or medical expenses to which the employee is not entitled is deemed to constitute theft and in the absence of compelling extraordinary mitigating circumstances is just cause for immediate discharge.
2. An employee's long years of service or prior good work record with the Company are examples of circumstances that are not "compelling extraordinary mitigating circumstances."
3. Progressive discipline is not required, and lack of progressive discipline is no defense in the case of a discharge for such an offense.
4. Should the company in its discretion impose discipline less than discharge in any given case involving such offense, its action will be of no value as evidence in any arbitration proceeding and will in no way diminish the agreement of the parties that just cause existed for the employee's discharge.
5. This letter of agreement supersedes our letter of agreement dated August 19, 1982, on the same subject.

Agreed to for BRAC and
BRAC-represented employees
by:

/s/ Arlo T. Bertsch
General Chairman

Yours very truly,

/s/ Terry M. Erskine
Vice President-Industrial
Relations

September 11, 1985

c. Arlo T. Bertsch, General Chairman
Brotherhood of Railway and Airline Clerks
500 East 79th Street, Suite 126
Minneapolis, Minnesota 55420

Re: 1985 Canadian BRAC Negotiations
BRAC File No. 430-4-44M

Dear Mr. Bertsch:

During recent contract negotiations, we discussed a problem of lack of coverage under the Provincial medical programs provided by the Canadian Government when Canadian BRAC employees are present in the United States for Company-required training. You have advised me that such employees may purchase supplemental coverage at a present cost of \$7.50 per individual per week to maintain their medical benefits while in the United States at the same level they are at while in Canada.

This will confirm our agreement that under Article 8, Service Away From Headquarters, Paragraph E, the cost of such supplemental medical insurance to a maximum of \$7.50 per week will be a "reasonable and necessary- reimbursable expense for employees assigned to Company-required training in the United States.

In the event the charge for this supplemental coverage increases in the future, we will meet and confer at the request of BRAC to consider an increase in the maximum reimbursement amount.

Yours very truly,

/s/ Terry M. Erskine

Agreed to for the BRAC by:

/s/ Arlo T. Bertsch
General Chairman

April 24, 1987

Mr. Arlo T. Bertsch, General Chairman
Brotherhood of Railway and Airline Clerks
1500 East 79th Street, Suite 126
Minneapolis, Minnesota 55420

Dear Mr. Bertsch:

This will confirm our discussions during merg negotiations on April 23 and 24, 1987.

During the term of the current Agreement, ra operations at Montreal and Toronto will continue to handled by transportation agents.

Northwest will be moving to a consolidated freig facility in Toronto. The operator of the consolidat facility will be performing all freight build-up a breakdown. Transportation agents will perform custom service/documenting functions. The question of freig running is still open. However, the Company does not inte to reduce the transportation agent complement at Toror during the term of the current Agreement as a result moving to the consolidated freight facility.

Yours very truly,

/s/ Michael I. Fahey
staff Vice President
Labor Relations

March 2, 1989

Mr. John Amato
Assistant General Chairman
Transportation Communications Union
11-5415 Dundas Street W.
Ottawa, Ontario M9B 1B5

Dear Mr. Amato:

This will confirm our agreement that the following side letters between the Company and the Transportation Communications Union covering domestic employees will from this date forward also apply in principle with equal force and effect to the Company's TCU-represented employees in Canada:

4/24/57	Daylight Savings Time
4/11/67	Review Board
8/13/69	Agent Interpreter
11/7/74	Transportation Agent Training
8/20/82	Falsification of Sick Leave claim
3/31/84	On-The-Job Intoxication
8/30/85	Falsification of Records
9/11/85	supplemental Insurance
4/24/87	Ramp Operations at Montreal and Toronto

Yours very truly,

/s/ Michael I. Fahey

Agreed to for TCU by:

s/ John Amato
Assistant General Chairman

**NORTHWEST
BULLETIN BID**

I hereby submit my bid for the position of _____
 at (Station or Location) _____ Seniority District _____ under
 bulletin number _____.

(Please PRINT/TYPE all entries)

Name _____ Employee Number _____ Loc _____

Present Position _____ Division _____ Grade _____

NWA Phone _____ Seniority Date _____ District _____

Immediate Supervisor _____ Supervisor's Phone _____

SPECIAL SKILLS: (To be completed ONLY when applying for clerical positions.)

Typing Speed _____ Shorthand Speed _____ Date of Test _____
 Mo/Yr

PC/Word Processing Experience (IBM, Telex, etc.) _____

Other _____

NWA EMPLOYMENT HISTORY:

Dates-(Mo/Yr)	Position/Title	Division/Section	Supervisor
to			
to			
to			

Please list any other previous work experience that you feel is relevant to the position you are applying for.

EDUCATIONAL BACKGROUND:

Dates-(Mo/Yr)	Name and Address of School College/Voc/Tech/Graduate	Did You Graduate	Degree Received
to			
to			

 Signature Date

DISTRIBUTION: WRITE - Ed DeWANE ASST. CLERK - EMPLOYE: PHEC - General Chairman

FORM NO 3 1106 200

RETIREMENT PLAN AGREEMENT

THIS AGREEMENT is entered into as of July 13, 1989, by and between NORTHWEST AIRLINES, INC., a State of Minnesota, United States of America, corporation (hereinafter sometimes called the "Employer") and Transportation Communications Union (hereinafter sometimes called the "Union").

WHEREAS, certain employees of the Employer employed in Canada in positions subject to the legislative authority of the Parliament of Canada are represented by the Union for collective bargaining purposes (hereinafter "Canadian Employees"); and

WHEREAS, the Employer and the Union have heretofore, by a Retirement Plan Agreement dated December 14, 1970, adopted the Northwest Airlines, Inc. Retirement Plan for Union-Represented Employees which Plan has been heretofore amended for Canadian Employees, by Retirement Plan Agreements dated May 24, 1973, July 3, 1975, February 11, 1977, August 4, 1977, February 27, 1979, January 21, 1980, March 5, 1980, January 1, 1983, August 31, 1983, August 30, 1985, and June 30, 1988, (hereinafter collectively called the "Prior Plan") and

NOW, THEREFORE, in consideration of the premises, the parties do hereby agree as follows:

1. **Amendments Adopted.** The Employer and the Union agree that the Plan as Amended shall be effective January 1, 1987, as applied to Canadian Employees; except that such amendment shall not affect the rights or benefits payable to or with respect to any Participant or former Participant whose Retirement, death or Disability occurred prior to such date.

2. **Permanence.** The Employer and the Union agree that the Plan as Amended shall continue in effect without change as the exclusive statement of the Pension Plan for Canadian Employees for the period covered by the collective bargaining agreement relating to employees eligible under the Plan as Amended and as the collective bargaining agreement may be renewed from time to time thereafter unless written notice of intended change in the Plan as Amended or this Retirement Plan Agreement is served in accordance with the Canadian Labour Code, as amended, by either party hereto, at least thirty (30) but not more than sixty (60) days prior to January 1, 1993, or any January thereafter. Notwithstanding the provisions of the "Old Plan" as that Plan is defined in the Plan as Amended benefits preserved under the "Old Plan" shall not be reduced during the term of this Agreement as the result of an amendment of Title II of the Federal Social Security Act or on account of any future pension or other benefit plan or

e United States, or on account of any future pension or benefit plan of the Government of Canada. Any disputes concerning the interpretation or application of benefits under the Plan as Amended are subject to the same Resolution Disputes procedure as stated in the Plan as Amended.

3. Negotiated Benefit Levels. The Employer and the ion agree that the monthly dollar amount per year of benefit Accrual Service (stated in Canadian dollars) in the se of a Participant who after December 31, 1988, retires, es or otherwise terminates employment, or while employed the Employer attains the Normal Retirement Date under the an as Amended, shall be:

(a) If the Accrued Benefit is determined as of a date tar December 31, 1988, but before May 1, 1990:

<u>Classification</u>	<u>Rate Per Year Of Benefit Accrual Service</u>
I	\$36.05
II	30.51
III	22.36

(b) If the Accrued Benefit is determined as of a date ter April 30, 1990, but before January 1, 1993:

<u>Classification</u>	<u>Rate Per Year Of Benefit Accrual Service</u>
I	\$38.03
II	32.19
III	23.59

(c) If the Accrued Benefit is determined as of a date ter December 31, 1992:

<u>Classification</u>	<u>Rate Per Year Of Benefit Accrual Service</u>
I	\$40.12
II	33.96
III	24.89

Schedules I, II and III shall consist of the following rk classifications covered by collective bargaining reements between the Employer and the Union:

Schedule I: Customer Service Agent Supervisor

Schedule II: Customer Service Agent, Customer Service ant-Secretary and Ticket Sales Agent

Schedule III: All other work classifications covered by a collective bargaining agreement between the Employer and a Union for Canadian employees.

4. A Participant who on or after January 1, 1985 retires on a Normal, Early or Disability Pension after attainment of age sixty-two (62) and completion of ten (10) years of Vesting Service will have this monthly dollar amount per year of Benefit Accrual Service increased for payments commencing after date of signing of this Agreement in accordance with the higher rate that becomes effective for the Participants Schedule for Accrued Benefits determined after such date.

5. Qualification. It is the intent of the Employer and the Union that the Plan as Amended shall comply with the pertinent provisions of the Canadian Pension Benefits Standards Act and the Internal Revenue Code, insofar as they are applicable to employees of the Company employed in Canada in positions subject to the legislative authority of the Parliament of Canada who are represented for collective bargaining purposes by the Union, so as to entitle the Employer to deduct from its gross income subject to United States federal income tax, contributions for the support of the Plan as Amended. The Employer agrees promptly to submit this Agreement to the United States Internal Revenue Service and to the Canadian Department of Insurance for ruling and approval. The Employer and the Union agree to negotiate amendments to this Agreement and the Plan as Amended as may be necessary to obtain and retain such approval. In the event the Employer is unable to obtain such approval, or if after obtaining such approval, such approval is withdrawn for any reason, then this Agreement shall be null and void and the Employer and the Union will meet to determine the disposition of funds which would otherwise be contributed to the support of the Plan as Amended.

6. Funding. The method of funding necessary to qualify the Plan as Amended under the Canadian Pension Benefits Standards Act will be determined by the Employer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

For TRANSPORTATION
COMMUNICATIONS UNION

/s/ John Amato
Vice General Chairperson

For NORTHWEST AIRLINES, INC.

/s/ Michael I. Fahey
Staff Vice President
Labor Relations

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