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## **AGREEMENT**

## **BETWEEN**

## **BRITISH AIRWAYS**

AND

## INTERNATIONALASSOCIATION OF MACHINISTS

## AND AEROSPACE WORKERS

## **AFFECTING**

CERTAIN EMPLOYEES (CLASSIFIEDHEREIN)

AT

METROPOLITAN TORONTO, ONTARIO

PEARSON INTERNATIONAL AIRPORT, ONTARIO

MONTREAL, QUEBEC AND MIRABEL AIRPORT, QUEBEC

AND

**OTTAWA, ONTARIO** 

**EFFECTIVE: 1ST DECEMBER 1995** 

0585009



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#### **PREAMBLE**

This Agreement is made and entered into this 28th day of August 1989 in accordance with the provisions of the Canada Labour Code (Part 1) by and between BRITISH AIRWAYS Plc, a company incorporated under the laws of England, as amended, (hereinafter referred to as "British Airways") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, (hereinafter called the "Union").

In making this Agreement, the parties hereto recognise the objectives of promoting the safety and continuity of au transportation, providing orderly collective bargaining relations between **British** Airways and its employees and a method for prompt and equitable disposition of grievances and the establishment of fair salaries, hours and working conditions for the employees covered by the terms of this Agreement.

The parties hereto recognize that collaborative efforts towards achieving and sustaining efficiency and economy of operations will provide to **the** fullest extent possible, continued employment for all employees. It is understood and agreed that **this** can best be achieved by the following factors - 1) Maintaining harmonious relations between **the** parties, 2) by optimizing the utilization of manpower, and 3) by avoiding inflexible work rules and outmoded procedures and inefficiency.

## **ARTICLE 1 - RECOGNITION**

- 1.01 British Airways recognises the Union as the sole bargaining agent for certain employees employed by British Airways in the City of Montreal, Province of Quebec, Mirabel Airport, Province of Quebec, Metropolitan Toronto and Lester B. Pearson International Airport, Ontario and City of Ottawa, Province of Ontario, in the Departments and Classifications listed herein pursuant to the certifications issued by the Canada Labour Relations Board on the 7th November 1980 and the 17th Argust 1983, or as otherwise agreed to by British Airways and the Union.
- 1.02 Hours of work, salaries and other conditions of employment as governed by this Agreement, apply only to British Airways employees employed by British Airways, as outlined m Article 18 of this Agreement and to the Departments and Classifications specifically mentioned herein and any other job classification which may hereafter be established by mutual agreement between the representatives of British Airways and the Union.
- 1.03 It is understood and agreed that the provisions of this Agreement shall be binding upon the successors or assigns of British Airways. In the case of consolidation or merger affecting rights of employees covered by this Agreement, representatives of British Airways and the Union will meet and negotiate for the protection of employees seniority and other property rights.

1.04 All duties associated with the classifications stated herein shall be performed solely by employees covered under this Collective Agreement. Management and supervisory staff shall be exempt from this provision in the event of an emergency or unplanned situation which calls for immediate action.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the Union recognises that British Airways shall have solejurisdiction of the management and operation of its business, the direction and scheduling of its work force, the assignment of jobs within the bargaining unit, the right to determine the extent to which the operation shall be continued, and the right to change methods or processes and to use new equipment. It is further understood that British Airways retains the right to hire, as well as other usual management rights including the right reasonably exercised to suspend, demote, discharge for just cause, to sub-contract work, to transfer and to lay-off because of lack of work or other legitimate reasons.

In the event of a reduction in force or the introduction of **new** equipment, British Airways will do everything possible to reassign affected employees to other positions within the bargaining unit for which they are qualified within British Airways. If an employee is not qualified for any position available at the time, then such employee may be laid-off and paid severance pay m accordance with Article 17. The foregoing shall not obligate British Airways to create positions, nor does it require the assignment of unqualified employees to vacancies existing at the time.

- Employees covered by **this** Agreement shall be governed by all British Airways' rules and regulations previously or hereafter issued by **British** Airways, which are not **m** conflict with the provisions of this Agreement.
- 2.03 Orders or notices to an employee involving a promotion or demotion, suspension or discharge, shall be *given* in writing to the employee and a copy will be furnished the **Union**.

## **ARTICLE 3 - UNION COMMITTEES**

- 3.01 British Airways recognises the right of the Membership to elect a **Union** Committee in the locations covered by **this** Agreement mentioned below, comprised as follows:
  - (i) Toronto and Ottawa Not more than four (4) members excluding the Chairman, one (1) representing Cargo employees, one (1) representing Airport Customer Service employees and two (2) representing employees m the City.
  - (ii) Montreal Not more than two (2) members, one (1) representing Airport and one (1) City employees.

- 3.01.1 British Airways will recognise and bargain with the Union Committees on any matters properly arising from time to time during the term of the Agreement and the said Committees will cooperate with British Airways in the administration of this Agreement.
- For the purposes of renegotiating this Collective Agreement the **Union** will form a Negotiating Committee consisting of one (1) representative from Montreal and four (4) representatives from Toronto, three (3) from Reservations and one (1) from the Airport.
- 3.03 It is mutually agreed between the parties hereto that representatives of British Airways and the Union Committees shall meet on the third Wednesday of each month, providing there is business for their joint consideration or at such other times as may be mutually agreed. Necessity for meeting will be indicated by letter (7) seven calendar days m advance of the proposed meeting from either party to the other. The letter shall contain an agenda of the subjects for discussion.
- 3.04 The Union shall have **the** right to have International Representatives of the LAM present at any meeting of British Airways' Representatives with the Union Committee.
- 3.05 It is agreed that the Union, within thirty (30) calendar days after the signing of this Agreement, will notify British Airways in writing, of the names of their Committee members. The Union further agrees to notify British Airways of any changes in their Committees.
- 3.06 Union Representatives attending negotiations will attend such meetings on Company time on a straight time basis with no overtime payment to be made. Union Representatives will advise Section/Department Heads of times and dates of meetings for negotiations.

## **ARTICLE 4 - UNION STEWARDS**

British Airways shall recognise Stewards as designated by the Membership for such work areas or groups as shall be agreed to by the parties hereto to be reasonable and proper. British Airways shall be informed, in writing, of the name of each Steward so designated. British Airways undertakes to ensure that one (1) of the two (2) Shop Stewards representing employees m the City of Toronto will normally work in the Reservations Unit at 4120 Yonge Street, this always provided that at least one (1) of the two (2) Shop Stewards representing employees in that City is employed m the Reservations Section.

4.02 Grievances may be investigated or settled by a Steward during normal working hours, at his regular rate of pay, provided that he shall not leave his job to investigate or settle a grievance until he has first obtained permission from his Department/Section Head or superior, which will not be unreasonably withheld. British Airways reserves the right to take disciplinary action subject to the Grievance Procedure, if the Steward does not conform with the foregoing practice when dealing with grievances or if an unreasonable or abnormal amount of time is consumed m dealing with grievances,

## ARTICLE 5 - PROBATIONARY PERIOD

- AU new employees coming within the scope of this Agreement shall be required to serve a probationary period of six (6) months' continuous service with British Airways from the date of employment. Such probationary period may be extended by mutual agreement between the Union Committee and Management.
- a) Employees, **while serving their** probationary period, may be discharged or disciplined at British Airways' option and such action **shall** not constitute a difference between the parties for the purposes of arbitration, but **Pritish** Airways **will** advise the **Union** of **such** action, if taken.
- b) Employees shall not be entitled to seniority rights util their probationary period has been completed.

## **ARTICLE 6 - SENIORITY**

6.01 <u>Seniority</u> - shall mean the employee's service with **British** Airways, calculated **from** his latest date of **joining** the Company, within his classification, at **the** specific location where this Agreement is in force.

Staff outside the scope of **this** Agreement who transfer to a classification covered under this Agreement, will have a **seniority** date based on the date of assignment to that classification.

Seniority, qualifications and the ability to do the work required shall govern all employees classified herein (and such additional classifications as may be mutually agreed between British Airways and the Union) in the case of reduction in force and reemployment after release due to reduction in force. No employee shall be returned to work after a lay-off out of line with his seniority, without the mutual agreement of both parties to the Agreement. Before such action is taken Pritish Airways agrees to discuss it with the Union Committee at one of its regular meetings, without prejudice to the Rights of Management, as defined in Article 2 hereof

In the selection of employees covered by this Agreement, for advancement or promotion for permanent vacancies, the decision shall rest with the Company provided that in the case of employees with equal ability the employee possessing the greater classification seniority shall be given preference. An employee will not be disqualified for a position if the sole reason is that through no fault of his own he had not received the necessary training.

6.03 In the event of a reduction in force calling for demotion and/or lay-off, the following procedure will be followed:

Subject to the provisions of 6.02 above, the least senior employee appointed to the classification in which the reduction **m** force is necessary, shall be declared redundant **m** that job.

Such employees who have previously worked in a lower classification covered by this Agreement shall have the right to resume a position in that classification and shall be entitled to seniority in that classification dated from the original date of their appointment to that job.

If, as a result of exercising this right to resume employment in a lower classification in which he had previously worked, there is a surplus of staff in that classification, then the least senior employee m that classification shall be redundant. This process shall continue so long as redundant employees have previous seniority in lower classifications. The persons to be laid-off will then be the most junior m the lowest classification.

- 6.03.1 In the event that **an** employee who is redundant **m** any classification has no previous **seniority** in any other classification, he shall be eligible **to** be considered for employment **m another** classification **only** where a vacancy exists, **and** providing he has the necessary qualifications. If no such vacancy **exists**, he shall be laid-off with recall rights **in** accordance with **this** Agreement.
- 6.03.2 Notwithstanding the provisions of paragraph 6.03.1, an employee who is redundant in his present classification will be eligible to displace an employee in the same or lower pay scale for which he has the basic qualification, even though he may have no previous service m that classification.
- An employee who is re-classified or promoted will be given an appropriate training period and hence given a minimum of thirty (30) days in his new classification to demonstrate his ability to perform the job m a satisfactory manner, and if he fails to give satisfaction in the new classification, will be told the reasons why he is not considered suitable for retention in that job.
- Employees promoted to supervisory or administrative positions, not covered herein, will retain and accrue seniority **m** the classification from which promoted for a maximum of one (1) year, however, **they** may exercise the right to displace only in the event their work does not prove satisfactory, reduction in force or an elimination of position.
- 6.06 Seniority need not in any respect **govern** assignments to temporary duty field service or special assignment duty or **to** temporary positions in higher paid classifications of less than **thirty** (30) calendar days.

- An employee who has completed his probationary period and is laid-off due to a reduction m force shall retain his seniority during such lay-off for a period not exceeding his previous service up to a maximum of twenty-four (24) months. An employee who has completed his probationary period and is demoted due to a reduction in force shall retain his seniority m the classification from which demoted. An employee to be laid-off must exercise seniority m the classification in which he holds seniority, by advising the Personnel Department of British Airways m writing seven (7) calendar days from the receipt of his lay-off notice. In the event he does not exercise such seniority he forfeits same. A laid-off or demoted employee shall be recalled to the classification from which laid-off or demoted in the event that a vacancy exists or there is a restoration of forces, subject to the provisions of paragraph 6.02.
- 6.08 An employee laid off shall file proper addresses with British Airways at the time of lay-off, and any subsequent change of address. An employee will be notified of recall by registered neil or telegram and must notify British Airways within seven (7) days the date he will report for duty. An employee who fails to give such notice or who fails to return to duty within fifteen (15) days shall lose all rights to recall.
- **An** employee shall forfeit all seniority rights who:
  - a) resigns from the service of British Airways.
  - **b)** is discharged **and** such discharge is not reversed through the Grievance Procedure.
  - is absent from work without permission for five (5) days unless such absence is justified.
  - fails, unless he has a justifiable excuse, to report for work on the first day following the expiration of a leave of absence or vacation.
- 6.10

  A seniority list for each location prepared by **Pritish** Airways, shall be provided to all Union employees within thirty (30) days after the signing of this Agreement, showing each employee's name and seniority date. Thereafter the Company shall provide all union employees with a seniority list each six (6) months to enable each employee to verify their **own seniority** date. The employees will then be allowed sixty (60) calendar days in which to protest such list to the Union Committee Chairman any omission or error affecting his seniority. The Union Committee Chairman m turn shall verify the list and may protest in writing to British Airways within the prescribed period.

  Ner such process the list shall stand as correct from that time on.
- 2) Exception shall be made to this process for those employees on authorised leave of absence, vacation or sick leave who are not available during this period, but **they** must protest any error on the **list** within sixty (60) days of their return.

3) New employees hired on the same day shall have their **standing** on the seniority list decided by having their names drawn from a fiat prior to them appearing on the **seniority** list for the first time.

The process **shall** be that the name out of the hat first shall receive the highest standing on the list and so on until the last name out being the lowest standing in their group.

- 6.11 A copy of the seniority **list will** be furnished the Chairman of the Union Committee who may subsequently, on request to the Personnel Department, have made available to **lim** the seniority status of employees covered herein.
- **6.12** It is agreed that elected **Union** Committee members shall, during their respective terms **of** office, have top **seniority** in their classification **as** long as work is available.

## ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. Both parties, therefore, recognise that an employee having a complaint should inform his immediate supervisor verbally as quickly as possible and attempt to resolve the problem. In the event that the supervisor is unable to resolve the problem, the employee should not consider that he has a grievance until he has given his Section Head an opportunity to adjust his complaint.
- 7.02 If such complaint or grievance is not settled to the satisfaction of the employee concerned within twenty-four (24) hours or within any longer period which may be mutually agreed upon, the employee may then invoke the following progressive steps of the Grievance Procedure:
- 7.03 Step 1 An employee shall submit his grievance, in writing, through a Union Steward to his Branch Head, within seven (7) full work days after the grievance arises. Within five (5) work days, after receiving the grievance, the Branch Head shall hold a hearing and, within ten (10) calendar days after the holding of the said hearing, he shall advise his decision, in writing, to the employee concerned and to the Union Steward.
- Step 2 Should the employee and/or the Union consider that a just settlement has not been found they may, within five (5) calendar days from the date the decision was rendered in 7.03 Step 1, submit the grievance m writing to Vice President and General Manager Canada. Vice President and General Manager Canada or in his absence another member of the Canadian Senior Staff shall hold a hearing with the employee and the Union Committee within five (5) calendar days following receipt of the grievance. Within ten (10) calendar days thereafter Vice President and General Manager Canada, or in his absence the designated Senior Staff Member, shall advise the Company's final decision in writing to the employee concerned and the Union.

- 7.04 General 1 If the decisions as announced by **British** Airways' officials under the Grievance Procedure, Article 7, are not appealed within the time **limits** prescribed herein, the decision of British Airways' officials shall become final and binding. if the Company fails to make a decision within the time prescribed, the grievance shall be conceded. Time limits may be extended by Written mutual agreement.
- General 2 If, as a result of any hearing or appeal thereftom, as provided for herein, an employee is exonerated, he shall if he has been held out of service, be reinstated without loss of seniority, vacation and holidays and he will be paid for such time lost m the amount which he would have ordinarily earned, had be been continued in service during such period, and his personnel record shall reflect such change,
- General 3 At any such hearing or appeal, the employee concerned **shall** have the **right** to be present, accompanied **by** a **Union** Committeeman.
- General 4 The employee, Union Committee and British Airways may have any witnesses present who can give evidence on the matter in question.
- General 5 Employees of British Airways who are involved in any hearing or appeal thereftom shall, without prejudice, be *given* leave of absence or **sufficient** time off work in order to permit them to appear as witnesses. Payment of basic salary for such leave of absence or time off from work will be made by British Airways.
- General 6 The provisions of the Grievance Procedure, Article 7, shall be applicable in the case of a grievance lodged by a group of employees.
- General 7 Arbitration shall be applied in all grievances taken up through the Grievance Procedure which are not settled through such procedure, as herein provided.
- General 8 An employee discharged, disciplined, or penalised for cause or alleged violation of British Airways' rules or regulations shall have the right to lodge a grievance in the manner and to the extent herein provided.
- General 9 Whenever an employee is discharged or suspended, he will be given an opportunity of interviewing a Steward or Committee Member before he is required to leave the British Airways' premises and the employee shall be so advised, provided that, if, because of the nature of the offence it is necessary to require the immediate expulsion of an employee from British Airways' premises, then a Steward or Committee Member will be notified and he will be given an opportunity to interview the discharged or suspended employee at some convenient location. Should the Union protest the discharge or suspension of such an employee, as a grievance, it shall be handled at the second step of the Grievance Procedure and placed upon the agenda of the next meeting between the Union Committee and British Airways' Representatives.

General 10. In the event of a difference of opinion between British Airways and the Union, as to the interpretation of any article or clause mthis Agreement, the matter may be referred by either party to Arbitration mthe same manner as a grievance of any employee.

General 11 • Grievances will be heard at the location where the grievor or Union M at ed the grievance unless otherwise mutually agreed by the parties hereto.

General 12 - The Company shall at **all** times keep the Union advised of the specific person(s) in management the Company assigns to each step of the grievance procedure.

## **ARTICLE 8 - ARBITRATION**

- 8.01 If, after exhausting the provisions of the Grievance Procedure, the Union is dissatisfied with the decision of the British Airways' officials, the Union may notify British Airways within twenty (20) calendar days of the receipt of the decision rendered in Article 7, paragraph 7.03 of the Grievance Procedure that Arbitration is desired.
- 8.02 The Arbitrator shall be selected by mutual agreement between British Airways and the Union within five (5) work days of receipt of the written statement required.
- 8.03 If the parties fail to select an Arbitrator, as provided in 8.02 above, either party, within **five (5)** work days thereafter, may request **the** Minister for **H.man** Resources Development of Canada to appoint **an** Arbitrator.
- 8.04 Subject to mutual agreement between British Airways and the **Union,** the time limit provision in paragraphs 8.02 and 8.03 may be extended up to a maximum of fourteen (14) work days.
- 8.05 The fees and expenses of the Arbitrator shall be borne equally by **the** parties **to** the Arbitration.
- 8.06 The Arbitrator shall not have jurisdiction to change by his decision, in whole or m part, the provisions of this Agreement. The Arbitrator, however, m respect of a grievance *involving* a penalty, **shall** be entitled **to modify** such penalty as, in his opinion, is just and equitable.
- 8.07 The proceedings of Arbitration will be expedited and the decision of the Arbitrator will be final and binding.

## **ARTICLE 9 - HOURS OF WORK**

- 9.01 Eight (8) consecutive hours shall constitute a standard work shift inclusive of meal and rest periods. The standard work week shall be forty (40) hours. Employees shall have eight (8) assigned days off every four (4) week roster period. Days off shall be allotted m blocks of two (2) or more consecutive days equalling not less than fifty-six (56) hours unless mutually agreed between the employees and their respective supervisors. For the implementation of consecutive days off the adjoining roster period may be used. Employees shall not wark m excess of eight (8) consecutive days without having days off, unless this time is extended by mutual agreement.
- 9.01.1 No roster will be acceptable unless it provides for a **minimum** of one (1) weekend **off** per employee **m** every four **(4)** week roster period except when otherwise mutually **agreed**.
- 9.02 Employees covered by this Agreement who work shifts shall be rotated between day, evening and/or night shifts according to schedules mutually acceptable to British Airways and the majority of employees in the section or Department involved, except when extenuating requirements of the service dictate otherwise.
- 9.03 The normal starting and stopping time for work shifts will be scheduled and posted, in advance, covering a six (6) week roster period, m each Unit/Section unless mutually agreed by the majority of staffin the Unit/Section concerned, and shall not be changed without five (5) calendar days' notice to an employee affected by the change, except in the case of emergency.
- 9.04 Employees who have been required to work more than fourteen (14) consecutive hours will be given a rest period of at least twelve (12) hours before being required to report for work again. In the event that this rest period extends into his regular work schedule, the employee will be paid for such time lost at regular straight time rates.
- 9.05 Employees who have not had eight (8) hours off duty prior to the commencement of a rostered shift will not be required to report for that shift until eight (8) hours have elapsed, without any loss of earnings for that shift.
- 9.06 Employees shall be scheduled to a sixty **(60)** minute meal period between **two** and one-half **(2** 1/2) hours from the **start** of the shift and prior to the end of the sixth (6th) hour of the shift unless otherwise mutually agreed.

If part-time employees work in excess of five (5) hours they shall receive either a-half (1/2) hour paid lunch, a time credit or credit towards their time bank.

#### ARTICLE 10 - OVERT —

- Overtime shall be recorded to the closest quarter hour and shall be credited to **the Time Bank** of the employee concerned **at** time and one half of the employee's basic salary for time worked **m** excess of eight (8) hours of a scheduled shift, provided the Time **Bank** of the employee stands at zero or a plus figure. If not, overtime **will** be credited at straight time until zero is reached.
- Where an employee is required to work in excess of twelve (12) continuous hours, the hours beyond twelve (12) shall be credited to the Time Bank at the rate of double time.
- in the event that overtime is accumulated by staff which is not reduced by compensatory time off during the calendar month in which the overtime was accumulated, and provided the overtime record of the staff stands at a figure in excess of plus twenty-four (24) hours on the last day of the calendar month, payment will be made by British Airways on a straight time basis for all time m excess of twenty-four (24) hours and payment will be made as soon as is reasonably possible after the close of the calendar month.
- 10.04 Compensatory time off in lieu of overtime hours shall be taken as mutually agreed between employees and their Department/Section Head. An employee must exhaust any unallocated annual leave remaining to his credit before a block of eight (8) hours Time Bank can be used.
- 10.05 Effective with **the** ratification of this Agreement each employee shall have the option to participate in Time **Bank** as defined above. Those who do not elect to participate shall be paid overtime in accordance with the laid down provisions. Employees who elect either to participate or not shall be bound by that decision for the **life** of **this** Agreement.
- 10.06 **1)** Employees recalled to duty **shall** be credited with a **minimum** of **four** (4) hours. If **the** recalled employee is eligible for overtime **on** a time **and** one half **basis**, he **shall** receive credit for the minimum of four (4) hours or the overtime credit at time **and** one half for the hours worked, whichever is the greater. Any call involving **an** additional round trip to work shall be considered a recall.
- Employees recalled to duty within four (4) hours of completion of their regular shift shall be credited with overtime at the normal rate of time and one half until twelve (12) hours after the commencement of their original shift. Thereafter, they shall be paid at double time as provided m 10.02.
- 10.07 Employees rostered for a shift commencing at or prior to 0900 hours who, having checked out on completion of their shift on the preceding day, are called to duty before 0800 hours, shall be paid time and one half for the period from commencement of such overtime period until the time of commencement of their rostered shift with a minimum payment of four (4) hours at straight time rates.

- Where **an** employee is required to work a **minimum** of **two** (2) hours before or beyond **his** normal shift, he will be granted half **an** hour at the overtime rate **m** which to take a meal at a time convenient to work requirements and **will** be paid \$10.00 meal allowance in **cash**.
- 10.09 1) An employee who is called to work on his scheduled day off will be paid a minimum of six (6) hours at time and one-half. Hours worked in excess of the guarantee will be paid in accordance with 10.01 and 10.02. (For example of application see Appendix A.)
- 2) An employee who is called to work on his second or subsequent scheduled day off will be paid double time for the hours worked if the first scheduled day off was also worked. Notwithstanding the foregoing, an employee who has declined the opportunity to work on his first scheduled day off or who has not worked on this first scheduled day off, will be paid at the rate of time and one half only.
- 10.10 1) Rotational overtime **lists will** be established at locations for each group or formation where appropriate for the purpose of endeavouring to fairly distribute overtime. The **lists and** methods of rotation will be established locally **within** the Unit and/or Section by **the Union** Committee member **and** the **Senior** British Airways' official at the location.
- 2) Employees who are required **to** work overtime will be informed as far in advance as possible.
- 3) Where the overtime requirement is not **m** conjunction with a scheduled shift, the Supervisor will initially endeavour **to** canvass all qualified employees on the appropriate overtime list.
- Opportunity for employees **to** work overtime **will** be recorded as such, i.e. worked or refused.
- 5) Overtime shall not be worked by temporary employees when qualified permanent employees on duty are available.
- **10.11 Personal** time off, without pay, will be granted provided operational requirements permit.

## ARTICLE 11 - STATUTORY HOLIDAYS

11.01 The following statutory holidays will be granted as paid holidays to ail employees covered herein during the period 1 April to 31 March

	<u> </u>	<u> </u>
1.	New Year's Day	New Year's Day
2.	Good Friday	Good Friday
3.	Victoria Day	Victoria Day
4.	Canada Day	St. Jean Baptiste Day
5.	Agust Civic Holiday	Canada Day
6.	Labour Day	Labour Day
7.	Thanksgiving Day	Thanksgiving Day
8.	Christmas Day	Christmas Day
9.	Boxing Day	Boxing Day
10., 11.,	Three personal floating* holidays to be tak	en on a
& <b>12</b> .	mutually convenient date within the leave y	/ear.

**Toronto** 

\* Floating holiday in lieu of the February holiday will be effective unless the Federal Government proclaims an additional statutory holiday (e.g. Heritage Day) m which case the holiday proclaimed by the Government would be granted but not the February Holiday or any additional holiday.

Montreal

- 11.02 1) Employees for whom the holiday is by roster a normal work day will be credited at the rate of time and we half for hours worked in addition to a credit of eight (8) hours in lieu of compensatory time off, except in the case of Christmas Day and New Year's Day when a credit of double time will be made m addition to a credit of eight (8) hours in lieu of compensatory time off.
- 2) Employees who are not rostered on but **who** are required to **work on** a Statutory Holiday, will receive **m** addition to a credit **of** time and one half **for** hours worked, a credit of eight **(8)** hours in lieu of compensatory time off, except **m** the case of Christmas Day **and New** Year's Day when a credit of double time **will** be made in addition to a credit of eight **(8)** hours **in** lieu of compensatory time **off**.
- 3) Employees for whom the Statutory Holiday is a normal rostered day off, and who are not required to work, will receive a credit of eight (8) hours in lieu of compensatory time off.
- Employees who are rostered on, but released for the Statutory Holiday will receive a credit for a normal day.
- 5) Notice of advice of the day to be observed as a legal holiday will be posted on all Staff Notice Boards, not later than fourteen (14) calendar days prior to the day selected and all staff required to work will be duly notified.
- Specific authorisation by the employee's Department/Section Head shall be required for all work performed on the day of observance of one (1) of the above holidays in order that the employee may be eligible for holiday pay.

- 11.04 Each of the above holidays **shall** be observed on the day upon which it falls unless otherwise declared by **the** Government of Canada of the Provincial Government **as** appropriate.
- 11.05 An extra day will be added to the employees' paid vacation if such holiday fails within his vacation period.
- Employees who have worked a Statutory Holiday shall have the option of taking compensatory time off, at a mutually convenient date, or being remunerated in lieu of such compensatory time off. This provision shall also apply to employees on training courses, temporary courses or on temporary duty away from their base station.

## **ARTICLE 12 - VACATION WITH PAY**

- 12.01 All employees covered by this Agreement **shall** be entitled **to** a paid vacation at their **regular** rate of pay exclusive of premiums on the following basis:
  - The vacation year shall be from 1st April to 31st March.
  - 2) Employees who have completed six (6) months' continuous service are entitled to one (1) working week's vacation (5 days) and for one (1) years' service (10) ten days. fay in lieu of vacation is not admissible except on termination of employment as defined below,
- 12.02 Employees who have served six (6) months or more of continuous service are entitled to Annual Vacation on the following basis:

Afi	er one o	cale	ndar m	onth's service	1 day.
11	two	11	- 11	•	2 days.
18	three	"	11	n	3 days.
11	four	11	16	11	4 days.
11	five	11	17	+1	4 days.
11	six '	1	tt	H	5 days.
**	seven	11	"	II .	6 days.
Ħ	eight	**	ti	11	7 days,
18	nine	**	H	••	8 days.
1t	ten	11	17	11	8 days.
11	eleven	11	**	U	9 days.
11	twelve	**	17	•	10 days.

- Employees who have completed three (3) calendar years' continuous service with British Airways are entitled on the anniversary of their date of employment, as shown on the records of British Airways, to fifteen (15) work days' vacation with pay.
- 12.04 Employees who have completed eight (8) calendar years' continuous service with British Airways are entitled on **the** anniversary of their date of employment, as **shown** on the records of British Airways, to **twenty** (20) work days' vacation with pay. Wherever possible, this will be granted as a consecutive period, but this may be subject to work requirements.

- 1) Employees who have completed fifteen (15) calendar years' continuous service with **British** Airways are entitled on the **antifiversary** of their date of employment, as **shown** on the records of **British** Airways, to twenty-six (26) work days' vacation with pay. Wherever possible, this will be granted as a consecutive period.
- 2) Employees who have completed **twenty** (20) calendar years' continuous service with British Airways are entitled on the anniversary of **their** date of employment, as Shown on the records of **British** Airways, to **twenty-seven** (27) work days' vacation with pay.
- 3) Employees who have completed twenty-five (25) calendar years' continuous service with British Airways are entitled on the anniversary of their date of employment, as shown on the records of British Airways, to twenty-eight (28) work days' vacation with pay.
- 12.05 It is understood that should an employee be granted vacation in excess of entitlement and then resign before excess vacation has been earned, British Airways has the right to recover payment for the unearned vacation from the final pay of the employee.
- 12.06 Annual vacation will be applied for and taken **m** accordance with British Airways' Staff Regulations; vacation entitlement shall not be **diminished** during the Life of **this** Agreement.
- Initial applications for annual vacation must be submitted in writing by employees to their Section Head by February 1st. All such initial applications must be for periods comprising one (1) or more complete calendar weeks (i.e. Sunday through Saturday). Approval or rejection of such initial application, which will be based on British Airways' seniority within units, will be confirmed by Section Head or his nominated deputy by 28th February. Any such initial applications made by 1st February and not approved or rejected by 28th February will be deemed to have been approved. Any initial application made and rejected may have a further two (2) weeks to re-submit days and these will be given priority over those who did not submit initial applications. Applications for vacation submitted after February 1st will be considered on a first-come, fist-served basis.
- 12.07.01 Cancellation of annual leave will be permitted provided such cancellation is made at least thirty (30) calendar days prior to such date of annual leave and such leave can be re-assigned and approved. The Company shall use its best reasonable efforts in granting such re-assignments at the employee's next most desirable time. The parties agree to co-operate with each other to meet the objectives of this clause.
- 12.07.02 In cases of legitimate sick leave (which must be supported by a doctor's note), cancellation of annual leave will be permitted provided that cancellation is made prior to such date of annual leave, and the leave is capable to being re-assigned. The Company shall use its best reasonable efforts in granting such reassignments at the employee's next most desirable time. The parties agree to co-operate with each other to meet the objectives of this clause.

- **12.08** Requests for vacation **will** be granted on a basis of British Airways' **seniority.** However, senior employees **will** not be permitted to take vacation already assigned to a junior employee.
- Where a vacation previously approved is cancelled because of British Airways' requirements, such vacation will be re-scheduled to the satisfaction of the employee concerned or, at the discretion of the employee, may be carried forward to the following vacation year, subject to the exigencies of the service. Under normal circumstances vacation will not be cancelled without thirty (30) calendar days' notice to the employee.
- 12.10 No employee shall have his vacation entitlement reduced because of a temporary lay-off.

## ARTICLE 13 - LEAVE OF ABSENCE

- British Airways may grant leave of absence of up to ninety (90) calendar days without pay, to an employee for legitimate personal reasons and any person who is absent with written permission shall continue to accumulate seniority, except for pay and vacation purposes, during this absence. It is agreed that British Airways will provide the Chairman of the Union Committee with a copy of each leave of absence authorisation of twenty-one (21) or more calendar days.
- 13.02 If such leave of absence is extended by **British** Airways, the employee **will** continue to accumulate **seniority**, except for pay and vacation purposes.
- the Canada Labour Code. Pregnant employees are entitled to seventeen (17) weeks of unpaid leave. In addition, natural and adoptive parents are entitled to a further period of unpaid leave to a maximum of twenty-four (24) weeks. Where both parents are employed in federal undertakings, the twenty-four (24) weeks may be shared but the employee may be granted maternity leave consecutively with a leave of absence under 13.01. During such leave of absence, the employee shall continue to accrue seniority except for pay and vacation purposes, i.e. the leave of absence will not count towards an increment, nor will vacation be earned during this period. However, the leave of absence will count as service in determining seniority and towards the years of service necessary to establish the amount of vacation due in a full year. The terms of this paragraph will also apply to cases of legal adoption, except where such adoption is occasioned by the re-marriage of the employee.
- An employee accepting gainful employment while on leave of absence except as specifically stated in paragraph 13.05, section 3, of this Article, and except as specifically approved in writing by British Airways, automatically terminates employment with British Airways.

- 13.05 On request from the Union, British Airways will grant leave of absence without pay, on the following basis:
  - 1) Up to three (3) work days **m** any calendar **march** for not more than three (3) **Union** officials **(two (2)** from Toronto and one (1) from Montreal).

It is understood that during the last ninety (90) days of the contract, the full union negotiating committee has the right to invoke the provisions of this clause.

- 2) Up to two (2) calendar weeks on not more than two (2) occasions, during the life of this Agreement, for two (2) delegates to a Union Convention. Employees must apply m writing thirty (30) calendar days prior to taking leave.
- 3) Up to one (1) year for one (1) **Union** Member who has been appointed or elected to office mthe International Union. Such leave to be granted on the proviso that the **Union** Member shall advise British Airways in writing, **through** the **Union**, thirty (30) calendar days prior to the expiration of such leave, as to his intention regarding his return to British Airways' employment or otherwise. Failure to do so will automatically absolve British Airways from any obligation to re-employ the Member.
- 4) Upon application by the **Union** Member through the **Union**, thirty (30) calendar days prior to the expiration of a year's leave of absence, British **Airways** will grant further leave of absence of **one** (1) year, such extension to be applied for and granted **from** year to year. **During such** leaves **of** absence the Member shall retain and accrue British Airways' seniority.
- Upon written application of a minimum of seven (7) calendar days, British Airways will grant up to a maximum of three (3) work days per month leave of absence for Union Officials (as per Article 3.02) for the purpose of transacting pre-negotiation work. Such leaves of absence will be taken during the three (3) month period preceding the ninety (90) day expiry date of the Collective Agreement.
- 13.06 It is agreed that the **Union** Member on returning to the employ of **British** Airways after leaves of absence, **as** defined **m** Article 13.05 section 3) and 4) will accept such employment as offered by British Airways at the prevailing rate of pay for the job.
- 13.07 A Union member may return to the employ of British Airways prior to the termination of his leave of absence, (as defined in paragraph 13.05 section 3) and 4) of this Article) PROVIDED he gives British Airways sixty (60) calendar days' notice of his intention to do so.

## ARTICI 14 - STAFF VACANCIES AND TR SINE S

- 14.01 Staff Vacancy Notices will be published at all locations for a period of seven (7) calendar days for all vacancies covered by this Agreement, m order that employees may have the opportunity to apply for such positions. Qualified applicants at the location where the vacancy has arisen (Leaster B. Pearson Airport, Toronto; Metropolitan Toronto; Montreal, Quebec; Mirabel Airport, Quebec; Ottawa, Ontario) will be given preference. Applications must be submitted m writing via the Section Head to Haman Resources with a copy to the Union Chairman. It is understood that if there are no qualified applicants in the bargaining unit, then British Airways at its option may fill the vacancy.
- 14.01.1 A copy of such Staff Vacancy Notices will be sent to the Union Chairman. A notice announcing the successful candidate will be posted.
- Staff Vacancy Notices for vacancies occurring at locations **m** Canada other than those covered by **this** Agreement, which **British** Airways is unable to fill from the staff already at the location where the vacancy arises, **will** be published for a period of seven (7) calendar days. Applications must be submitted **m writing** to the Human Resources Assistant but it is understood that there shall be no recourse to the grievance procedure in connection with the filling of any such vacancy. An employee appointed to fill such a vacancy will be regarded as being transferred at his own request for the purposes of Article 14.03 below.
- 14.03 Employees may be transferred **from** time to **time** to sales offices and stations within Canada. If the transfer is at the employees' request, all moving and transportation **costs** will be borne by **him** and iftransportation is available over British Airways' routes, it may be provided at the discretion of British Airways. However, if the transfer is at the request of **British** Airways, moving expenses **will** be paid for the employee and **his** family and ail allowable items of furniture.

Employees, who are the successful applicants to a Staff Vacancy Notice which involves transfer between base areas, may claim disturbance allowance as designated by Staff Regulations.

14.04 Employee transfers **to** points outside Canada **will** not be made except when specifically requested by **British** Airways.

## ARTICLE 15 - TEMPORARY DUTY AWAY FROM BASE

- 15.01 When an employee regularly employed at one station, is assigned by **Pritish** Airways to temporary duty away **from** his base station, such assignments shall be voluntarily accepted by the employee concerned.
- Where transportation, meals and lodgings are not provided by **British**Airways, expenses will be allowed in accordance with British Airways subsistence rates.

Employees who travel on their own time to the **U.K.** or Vancouver, to attend a course or on a temporary posting, will be granted die (1) day compensatory time off, to be taken on a date mutually convenient to the employee and his Section Head. A second compensatory day off to be taken on the first rostered day after return, will be accorded where return travel is effected on the employee's **own time**. Where an employee arrives in the **U.K.** on a rostered day **off**, an additional compensatory day off will be granted, to be taken **on** a date mutually convenient to the employee and his Section Head.

## **ARTICLE 16 - UNIFORMS**

- 16.01 Where dorms, suitable protective outer garments and rain suits are required, the provisions of British Airways' Uniform Regulations shall apply, except that coveralls, when required, will be furnished and laundered by British Airways at no cost to the employee.
- 16.02 Employees who are required by British Airways to wear a uniform will be granted an allowance of \$20.00 per calendar month.

## ARTICLE 17 - TERMINATION OF EMPLOYMENT

- 17.01 An employee whose probationary period is complete and whose services are terminated through no fault of his own including redundancy, will be advised of such termination four (4) weeks m advance, or will be given four (4) weeks' pay in lieu of such notice. This provision shall not be effective for temporary lay-offs not to exceed seven (7) calendar days or for any cessation of work caused by an Act of God, or any cause over which British Airways has no control.
- Employees wishing to resign from British Airways shall do so m writing, to **British** Airways two (2) weeks prior to the effective date of resignation. British Airways shall have the right to have the employee work out the two (2) weeks or give the employee two (2) weeks' pay and accept the resignation on its presentation.
- 17.03 All employees, including probationers, shall be given written reasons for discharge at the time such action is taken.
- 17.04 Should British Airways, during the life of this Agreement, transfer to another organisation any function presently performed by an employee covered under the terms of this Agreement which would result in the elimination of his job from the bargaining unit, British Airways will discuss with the Union Committee and a representative of the international Union the possibilities of his being offered alternative employment by British Airways or the organisation to which the function has been transferred.

17.05 In the event that an employee who has completed one (1) ar more year's service is laid-off due to a reduction in staff, he will be granted severance at the rate of three (3) weeks' pay for each year of service.

Severance pay shall not be paid:

- 1. To an employee who resigns.
- 2. To an employee who is dismissed for cause.
- 3. To an employee who does not work out, when required to do so, the period of notice given to him under this Agreement.
- To an employee who is temporarily laid-off due to a 4. strike or picketing of premises where **British** Airways carries on business.

#### F ICLE { - CLASSIFIC NS

18.01 Classifications covered by this Agreement are as follows:

> Accounts Clerk I Accounts Clerk II Accounts Clerk/Typist Airport Special Service Agent Cargo Accounts Agent/Steno Cargo Agent Customer Service Agent Mail Clerk Receptionist/Typist Reservations Sales Agent Senior Cargo Agent

Senior Customer Service Agent

18.02

Senior Reservations Sales Agent An employee covered by this Agreement may be assigned to perform duties of a higher classification for limited periods where a permanent establishment vacancy exists. Should any total **cumulative** period exceed **twenty (20)** work **days** in a calendar year British Airways shall either reclassify the employee to the higher classification or return him to the duties of his classification. Should such employee be reclassified on

completing twenty (20) work days of a higher classification, his pay will be adjusted m the higher classification effective the twenty-first(21st) day at the applicable rate of such classification.

In the event that an employee's performing duties m a higher classification on 31st December and continues to perform such duties on consecutive days from 1st January of the following year, then those consecutive days will be added to those already accumulated in the previous year for the purposes of this paragraph.

- 18.02.1 An employee covered by this Agreement may be assigned to perform duties of a higher classification for temporary periods to cover absences due to vacation, sickness or leave of absence. Should such temporary assignments exceed twenty (20) work days in a calendar year, his pay will be adjusted to the applicable rate for the said higher classification and payment will be made retroactively for the twenty (20) days already worked. The increase so provided for will be approximately equal to one (1) increment.
- 18.03 1) An employee covered by this Agreement may be requested to perform non-bargaining unit work of a non-supervisory/non-managerial nature. If the job so performed falls within a salary scale higher than the employee's normal salary then his pay will be adjusted to the applicable rate m the higher scale and the rate increase so provided will be approximately equal to one (1) increment, but in any event will not be less than five percent (5%) over his current basic salary rate.
- 2) An employee covered by this Agreement may also be requested to perform non-bargaining unit work of a supervisory/managerial nature. Should the total cumulative period of such assignment(s) exceed eight (8) work days in a calendar year, the employee will receive a revised rate of remuneration to be jointly agreed between Management, the employee and the Union Chairman. Such remuneration will apply to each day he has performed such supervisory/managerial work, and will be based on his current basic daily salary plus a minimum premium of five percent (5%). Employees who accept a temporary assignment will perform all the supervisory duties of the role and have the authority to fulfill the responsibilities associated with the role but do not have to be involved m formal disciplinary actions of any other employee.
- 18.04 At no time shall an employee have his salary reduced because of a temporary assignment to a classification for which the rate of remuneration is lower than that m which he is regularly assigned.
- 18.05 Each employee covered by **this** Agreement shall be classified under the classification appropriate to the occupation **m** which he is **normally** engaged.
- 18.06 When new positions are created that fall within the scope of this Agreement, rates of pay shall conform to rates established by this Agreement where the duties are relatively the same. If no similar classification exists for comparative purposes, British Airways will determine the rate of the new position. If the Union is not in agreement with the rate established, the matter may be handled as a grievance in accordance with Article 7.

### **ARTICLE 19 · INCREMENTS**

Increments within scale shall be considered on the first of the month following that in which the employee has completed the required service and is dependent upon a favourable Confidential Report indicating that work and conduct have been satisfactory and that the employee concerned has, during the period covered by the Confidential Report, become more valuable to British Airways by virtue of increased experience and skill.

- 19.02 Should the Confidential Report be unfavourable, the reporting official will discuss it with the employee concerned to enable his short-comings to be remedied and a notation of the interview will be made on the Report itself.
- 19.03 In the event of an adverse Report in which the reporting officiai recommends the withholding of an increment, then the Confidential Report will be shown to the employee concerned, and the Union Chairman (subject to the employee's agreement). The employee, after perusal, will sign as having seen it.

An employee will be furnished with a copy of any written adverse Report on his personal file which he must sign as having received a copy. If this is not done (copy) such adverse report shall not become part of his record for use against him at any time.

## **ARTICLE 20 - GENERAL**

- 20.01 All employees shall be granted a ten (10) minute rest period during each half of the regular working day.
- 20.02 It is understood wherever m this Agreement employees are referred to in the male gender, it shall be recognised as referring to both male and female employees.
- 20.03 The Union shall have the privilege of posting notices of direct concern to employees upon the regular British Airways' notice boards.
- 20.04 No employee shall suffer any reduction m monthly take home pay as a result of making this Agreement effective, and nothing in this Agreement shall be considered as preventing an increase in individual rates over and above the minimum established. In cases where an increase over and above the minimum is considered, notice will be given to the Union Chairman to provide an opportunity to discuss the matter.
- Employees covered by this Agreement shall be granted up to a maximum of three (3) consecutive work days off with pay m the event of death m an employee's immediate family (immediate family shall mean mother, step-mother, father, step-father, brother, sister, wife, husband, children, step-children, father-in-law and mother-in-law). Additional unpaid compassionate leave m the event of death in the employee's immediate family will be considered under Article 13.01. In the event of death of an employee's grandparent, brother-in-law, sister-in-law, step-brother and step-sister, one (1) day off with pay will be accorded to enable the employee to attend the funeral.
- **20.06** Sick leave will be taken m accordance with **British** Airways' Staff Regulations for Canada which shall not be changed without prior discussion and agreement with the **Union** Committee.
- 20.07 British Airways will cooperate with the **Union** on mutual problems concerning the occupational health and safety of employees while at work and **Will** consider all the **Union's** recommendations **mthis respect.** British Airways will comply with the provisions of the Canada Labour Code in matters of safety and health.

- 20.08 British Airways will delete from employees' personal files letters dealing with punctuality and attendance two years after date of issue of such letters.
- **20.09** The Company will upgrade the existing dental and optical plans as follows:

Effective 1st Argust 1993 the 1992 Ontario Dental Association Fee Schedule. 1st June 1994 the 1993 Ontario Dental Association Fee Schedule. 1st June 1995 the 1994 Ontario Dental Association Fee Schedule.

Effective 1st August 1993 the Company will upgrade the current Optical Plan to provide \$125,00 per two (2) years per employee.

**20.10** Performance Pay: The Company and the **Union** agree **to** meet **within** the first year of **this** Agreement **to discuss** the **possibility** of **implementing** a performance management scheme for **all** employees.

## **ARTICLE 21 - SHIFT DIFFERENTIAL PAY**

21.01 Employees whose duties require them to wark a shift schedule which includes afternoon and/or night and/or irregular shifts will be entitled to shift differential pay as follows:

Afternoon Shift .45¢ per hou
------------------------------

Night **Shift** .46¢ per hour

Irregular Shift .48¢ per hour

- 21.02 An afternoon shift is defined as a shift starting between 1200 hours and 1959 hours. A night shift is defined as a shift starting between 2000 and 2359 hours. An irregular shift is defined as a shift starting or terminating between 0000 hours and 0559 hours.
- **21.03 Shift** differential pay shall be paid as soon as is reasonably possible after the close of each calendar month.

## ARTICLE 22 - STRIKE OR LOCKOUT

- During the life of this Agreement, British Airways shall not cause or engage m any lockout nor shall the Union call or authorise a strike until all the procedures provided for in this Agreement and the Canada Labour Code (Part 1) for the adjustment and settlement of disputes or for the avoidance of interruption of work, shall have been exhausted.
- **22.02** Any employee, who engages in a strike, sit-down or slow-down or picketing during the term of **this** Agreement and before the provisions of **the** Canada Labour Code (Part V) have been exhausted, may be disciplined or discharged at British Airways' option.

# ARTICLE 23 - MAINTENANCE OF MEMBERSHIP ND ( OFF OF UNION DUES

- 23.01 AU employees now or hereafter employed **m** the classifications covered by **this** Agreement, shall, as a condition of continued **employment m** such classifications become and **remain** members **m** good standing in accordance with the Constitution and By-Laws of the **Union.**
- 23.02 It shall be a condition of employment, that all **new** employees shall become members of the **Union** at the expiration of thirty (30) days' continuous service and **shall** thereafter remain members in good standing as outlined above.
- 23.03 British Airways agrees to deduct, on the payroll for the last pay period of each month **from** the salary payable to each member coming within the scope of this Agreement, an amount equivalent to the monthly union dues of the Union, subject to the conditions set forth hereunder:
  - The amount to be deducted shall be equivalent to the regular dues of the **Union** and **shall** not include initiation fees, fines or special assessments. The **amount** to be deducted **shall** not be changed during the term of **this** Agreement excepting to **conform** with a change **m** the amount of regular dues of the **Union** in accordance with its constitutional provisions.
  - 2) Membership **m** the **Union** shall be available **to** any employee **eligible** under the constitution of the **Union** on payment of the initiation or reinstatement **fees** uniformly required of all other such applicants by the **Union** local. Membership shall not be denied for reasons of race, national **origin**, colour or religion.
  - 3) Deductions **shall** commence on the payroll for the last pay period of the calendar month following completion of thirty (30) calendar days **after** date of first service **m a** position covered **by this** Agreement, but in no case **shall** deductions commence earlier than the payroll for the last pay period of the calendar month following completion of thirty (30) calendar days after date of first service.
  - 4) The amounts of dues **so** deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by British Airways to the **Union**, with a copy to the **Union** Chairman as **may** be mutually agreed by the **Union** and British **Airways**, not later than twenty-five **(25)** calendar days following the pay period in which the deductions are made.
  - 5) British Airways shall not be responsible financially or otherwise either to the Union or to any member, 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 of dues from an employee's wages, British Airways shall adjust it directly with the

**member.** In the event of any mistake by British Airways m the amount of its remittance to the **Union**, British Airways **shall** adjust the amount in a subsequent remittance. British Airways' liability for **any** and all amounts deducted pursuant to the provisions of the Article **shall** terminate at the time it remits the amounts payable to the Union.

6) In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by British Airways pursuant to this Article of the Agrement, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if, at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless British Airways from any losses, damages, costs, liabilities or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

## ARTICLE 24 · MONTHLY RATES OF PAY

(Employees Hired Before 28th July 1993)

EFFECTIVE 01 June 1996
\$1,613
1,758
1,906
2,053
2,209
2,391
2,523
2,621

## SCALE "B"

## Accounts Clerk/Typist

1st 26 Weeks	\$1,685
2nd 26 Weeks	1,869
3rd 26 Weeks	2,050
4th 26 Weeks	2,228
3rd Year	2,391
4th Year	2,568
5th Year	2,732
6th Year	2,892

# ARTICLE 24 - MONTHLY RATES OF PAY

# (Employees Hired Before 28th July 1993)

<b>EFFECTIVE</b>	
01 June 1996	

## Accounts Clerk II

SCALE "C"

1st 26 Weeks	\$1,758
2nd 26 Weeks	1,919
3rd 26 Weeks	2,082
4th 26 Weeks	2,242
3rd Year	2,402
4th Year	2,578
5th Year	2,744
6th Year	2,965
7th Year	3,169

## SCALE "D"

Accounts Clerk I
Airport Special Service Agent
Cargo Accounts Agent/Steno
cargo Agent
Customer Service Agent
Reservations Sales Agent

1st 26 Weeks	\$1,832
2nd 26 Weeks	2,050
3rd 26 Weeks	2,271
4th 26 Weeks	2,492
3rd Year	2,716
4th Year	2,946
5th Year	3,209
6th Year	3,418
7th Year	3,618

## SCALE "E"

1st Year	\$2,720
2nd Year	'2,924
3rd <b>Year</b>	3,191
4th Year	3,447
5th <b>Year</b>	3,636
6th Year	3,809

## ARTICLE 24 - MONTHLY RATES OF PAY

(Employees Hired Before 28th July 1993)

## **EFFECTIVE**

SCALE "F"

**01** June 1996

Senior Cargo Agent Senior Customer Service Agent Senior Reservations Sales Agent

1st Year	\$3,142
2nd Year	3,319
3rd Year	3,502
4th <b>Year</b>	3,679
5th Year	3,862
6th Year	4.043

## SCALE "G"

<b>1st</b> Year	\$3,200
2nd Year	3,382
3rd Year	3,650
4th Year	3,744
5th Year	3,928
6th Year	4,106

with effect from 01 June 1997, all salary scales will be increased by an amount equivalent to the annual rate of inflation as published for Toronto for the month of May 1997, plus one-half of one percent, based on 1986 = 100 CPI as published by Statistics Canada.

With effect from 01 June 1998, all salary scales will be increased by an amount equivalent to the arrual rate of inflation as published for Toronto for the month of May 1998, plus one-half of one percent, based on 1986 = 100 CPI as published by Statistics Canada.

# **ARTICLE 24B - MONTHLY RATES OF PAY**

# (EmployeesHired After 28th July 1993)

EFFECTIVE 01 June 1996	
\$1,372	
1,497	
1,621	
1,746	
1,871	
1,995	
2,121	
2,245	
2,369	
2,495	
2,621	
EFFECTIVE	
Of Built 1770	
\$1,432	
1,517	
1,608	
1,705	
1,823	
1,969	
2,126	
2,480	
2,678	
2,892	
	\$1,372 1,497 1,621 1,746 1,871 1,995 2,121 2,245 2,369 2,495 2,621  EFFECTIVE 01 June 1996  \$1,432 1,517 1,608 1,705 1,823 1,969 2,126 2,296 2,480 2,678

## ARTICLE 24B - MONTHLY RATES OF PAY

(Employees Hired After 28th July 1993)

# SCALE "C"

## Accounts Clerk II

New Hire	\$1,495
6 Months	1,614
2nd Year	1,712
3rd Year	1,849
4th Year	1,997
5th Year	2,157
6th Year	2,330
7th Year	2,495
8th Year	2,717
9th Year	2,935
loth Year	3,169

# SCALE "D"

Accounts Clerk I
Airport Special Service Agent
Cargo Accounts Agent/Steno
Cargo Agent
Customer Service Agent
Reservations Sales Agent

New Hire	\$1,650
6 Months	1,809
2nd Year	1,955
3rd Year	2,112
4th Year	2,282
5th Year	2,463
6th Year	2,661
7th Year	2,874
8th Year	3,103
9th Year	3,351
10th Year	3,618

# ARTICLE 24B - MONTHLY RATES OF PAY

(Employees Hired After 28th July 1993)

## SCALE "E"

New Hire	\$2,323
6 Months	2,469
2nd Year	2,618
3rd Year	2,766
4th Year	2,915
5th Year	3,062
6th <b>Year</b>	3,212
7th <i>Year</i>	3,360
8th Year	3,509
9th Year	3,657
10th Year	3,809

## SCALE "F"

Senior Cargo Agent Senior Customer Service Agent Senior Reservations Sales Agent

New Hire	\$2,670
6 Months	2,808
2nd Year	2,944
3rd Year	3,082
4th Year	3,219
5th Year	3,357
6th Year	3,495
7th Year	3,631
8th Year	3,769
9th Year	3,906
10th Year	4,043

## SCALE"G"

New Hire	\$2,720
6 Months	2,859
2nd Year	2,998
3rd Year	3,135
4th Year	3,273
5th Year	3,413
6th Year	3,552
7th Year	3,689
8th Year	3,829
9th Year	3,967
10th Year	4,106

#### **ARTICLE 24B - MONTHLY RATES OF PAY**

(Employees Hired After 28th July 1993)

with effect from 01 June 1997, all salary scales will be increased by an amount equivalent to the aimual rate of inflation as published for Toronto for the month of May 1997, plus one-half of one percent, based on 1986 = 100 CPI as published by Statistics Canada.

**With** effect from **01** June 1998, all **salary** scales **will be** increased by an amount equivalent to the annual rate of inflation as published for Toronto for the month of May **1998**, plus one-half of one percent, based on **1986** = **100** CPI as published by Statistics Canada.

#### ARTICLE 25 - SUPPLEMENTARY WACKE AWARD

- in the event that 51% or more bargaining unit employees are on **LOU.**10 contracts, all salary scales will be increased by one percent (1%) with effect from the first day of the month following in which the 51% threshold is achieved,
- 25.02 In the event that 71% or more bargaining unit employees are on LOU.10 contracts, all salary scales will be increased by one percent (1%) with effect from the first day of the marth following in which the 71% threshold is achieved.
- 25.03 In the event that 91% or more bargaining unit employees are on LOU.10 contracts, all salary scales will be increased by one percent (1%) with effect from the first day of the month following in which the 91% threshold is achieved.

## ARTICLE 26 - DURATION OF AGREEMEN

- This Agreement is effective from 1st December 1! 01 and shall continue in full force and effect til 31st May 1999 and shall lly be enew from year ninety (90) days year unless one (1) of the diately ding hereto. 1 date of 7 of the Collective Agreement, notifies the other party in of the t writing of its int to renew or revise the Collective Agreement.
- 26.02 If notice is given to amend or terminate, as provided m the above paragraph, negotiations shall continue until an agreement has been reached and, during such negotiations, this Agreement shall remain in full force and effect provided however, that if negotiations continue beyond the termination of the Agreement, such negotiations shall continue as mutually agreed upon.

## APPENDIX A

#### Article 10.10

## **Example of application:**

- 3 hours (minimum guarantee 6 x 1.5) = 9 hours credit
- 4 hours (minimum guarantee 6 x 1.5) = 9 hours credit
- 5 hours (minimum guarantee 6 x 1.5) = 9 hours credit
- 6 hours total at time and a half = 9 hours credit
- 7 hours total at time and a half = 10.5 hours credit

LE OF ERS NO. 1

Should **British** Airways during the life of **this** Agreement relocate any job classification covered by **this** Agreement to any other location **m** Canada, **British** Airways undertakes to meet with the **Union** Committees prior to such relocation **to discuss the** mechanics thereof and **any** financial assistance to be afforded such employees.

Employees **who** do not **transfer** and are consequently made redundant, will have their services terminated in accordance with Article 17.

#### LETTER OF UNDERSTAND | 2

#### Part-Time Employees

LU.2.01 The Company may employ Part-Time employees (hereinafter referred to as P.T. employees) where this is desirable due to varying workloads but such use will be avoided where it is possible to cover the work with full-time employees and in so doing maintain a satisfactory degree of employee utilisation. In employing P.T. employees the Company will ensure that care is taken to avoid causing any threat to the continuous employment of full-time employees or any deterioration in their working conditions.

LU.2.02 The provisions of the current Agreement between British Airways and the IAMAW will apply to P.T. employees subject to the following amendments:

#### (i) Article 6 • Seniority

The provisions of Article 6 will not apply to P.T. employees. No permanent full-time employees will be laid-off or be reduced to P.T. status whilst P.T. employees are still employed in any classification covered by this Agreement. in the went of a lay-off of full-time staff, P.T. employees will not be hired until the recall rights of such laid-off full-time staff have been exercised or have lapsed.

A separate seniority list of P.T. employees by classification will be posted semi-annually. P.T. seniority will be based on date of hue. P.T. employees will be laid-off according to seniority.

Iftransferred to full-time, seniority date on full-time seniority list shall be established based on the ratio of the P.T. employee's normal scheduled work week (excluding additional hours worked) to a regular full-time work week, e.g. normally scheduled three (3) days per week as a P.T. employee - 3/5 of total calendar time as P.T. employee determines position on full-time seniority list.

Seniority acquired to 1st June 1991 as a P.T. employee under the previous letter dated 28th August 1989 shall run continuous to any accumulation herein.

## (ii) Article 9 - Hors of Work

The following **Hors** of Work clause will apply to P.T. employees in lieu of the provisions of Article 9.

The Company will guarantee employment for a P.T. employee of eighty (80) hours per month and rostering within this period will be at the Company's discretion. P.T. employees shall not work beyond twenty-four (24) hours per calendar week. Any subsequent change to such hours will be dependent upon agreement between British Airways, the employee and the Union Representative.

A roster for P.T. employees will be published as per the terms of Article 9.03 and a copy furnished to the Chairman of the Union Committee.

#### (iii) Article 10 - Overtime

The following overtime clause will apply to P.T. employees m lieu of the provisions of 10.01 through 10.10.

Overtime and recall for overtime will be limited to full-time employees, except that, where **full-time** employees do not wish, or are not available to provide necessary overtime requirements, P.T. employees may be used.

Full-time employees on rostered days off will be can vassed before overtime is offered to P.T. employees.

Time Bank provisions will apply to P.T. employees except that Time Bank will be accumulated on the same basis as overtime payment. Employees will be paid monthly for any time worked in excess of the agreed hours. Such overtime will be paid at straight time rates except where work is performed in excess of eight (8) hours in any continuous twenty-four (24) hour period, in which case the P.T. employee will be paid at the applicable overtime rate on the same basis as full-time employees, and receive the meal allowance in 10.08 herein as provided.

#### (iv) Article 11 - Statutory Holidays

P.T. employees will be paid for Statutory Holidays not worked as set forth m the Agreement on a pro-rata basis for their normal working hours calculated as the same proportion of eight (8) hours that P.T. employees regular scheduled work week is to a forty (40) hour week. In addition, if a P.T. employee works on a Statutory Holiday he will be paid at the rate of one and one-half (1 1/2) times the straight time rate for all hours worked.

## (v) Article 12 - Vacation with Pay

The provisions of Article **12.01** through **12.10** will apply to P.T. employees, at **the** normal rate of pay based **on** a **twenty-four(24)** hour **work** week.

P.T. employees who work in excess of twenty-four (24) hours per week will be paid vacation pay at the rate of two percent (2%) per week of entitlement. Such payment will be made on an annual basis at the end of the vacation year,

No such paid vacation may be taken during the first six (6) months of employment.

#### (vi) Article 13 - Leave of Absence

13.01 P.T. employees may also be granted leave of absence without pay, under the terms of Article 13.01 except that they will not accrue seniority for any purposes during the period of their absence.

**13.03** The provisions of Article **13.03** will be applicable to female P.T. employees provided **they** have been continuously employed by British Airways for a minimum of six **(6)** months.

#### (vii) Article 14 - Staff Vacancies and Transfers

Applications from full-time employees in **any** classification will be given preference for a vacancy arising over applications from **P.T.** employees.

#### (viii) Article 17 - Termination of Employment

The provisions of Articles 17.03 through 17.05 will not apply to P.T. employees.

#### (ix) Article 20 - General

- a) 20.05 Applicable to P.T. employees but limited to a maximum of four
   (4) consecutive hours with pay,
- b) 20.06 Entitlement to sick leave for P.T. employees will be based on accumulated service as defined m LU.2.02 (ii) of this Letter of Understanding (174 hours worked = 1 month = 12 hours entitlement).

#### (x) Shift Differential Pay

The provisions of Article 21 will not apply to **P.T.** employees.

#### (xi) Article 24 - Monthly Rates of Pay

The provisions of Article 24 will not apply to P.T. employees. P.T. employees will be paid at a rate not less than the equivalent hourly minimum nor more than the equivalent hourly maximum of the scale for the appropriate classification that is provided for in the current Agreement.

P.T. employees will normally be engaged at the equivalent hourly rate of the first point of the appropriate scale and will progress to the next point, subject to satisfactory service, when they have accumulated the necessary length of service as provided by the applicable wage scale herein in Article 24.

LU.2.03 P.T. employees are eligible to join the British Airways (Canada) Penion Plan, the Group Insurance Plan, Dental and Drug Benefit Plans applicable to full-time employees and will be provided to P.T. employees on a pro-rata basis of hours worked to normal forty (40) hour week. The P.T. employee shall pay the balance of the premium. Quarterly reconciliations of actual hours worked during the preceding quarter will result in appropriate premium adjustments.

LU.2.04 P.T. employees will not be engaged in either of the following classifications:

Senior Reservations Sales Agent Senior Cargo Agent

LU.2.05 The number of employees working under Letter of Understanding No. 2 and Letter of Understanding No. 6 of the collective agreement together in combination shall not exceed fifty percent (50%) of the full-time staff numbers m the classification.

Notwithstanding the foregoing a minimum of one (1) P.T. employee may be employed m any eligible classification.

LU.2.06 Grievances relating to the use of P.T. employees will be initiated at Step 2 of the Grievance Procedure provided under Article 7.

#### 4120 Yonge Street

This will confirm our understanding during the course of re-negotiating our Agreement which expires 30th November 1995, that should British Airways transfer any or all of its current operations, them those classifications covered under the terms of our re-negotiated Agreement effective 1st June 1993 will continue to be covered under the terms and life of this Agreement.

#### **Job Rotation**

This will confirm our understanding reached during our negotiations in Toronto 24th July 1991 that the Company and the Union recognise the desirability for job rotation on an equitable basis.

Job rotation shall be based on *seniority*, skill and ability to do the work required, length of time between rotations, previous job assignments, and operational constraints in the allocation of job rotation assignments.

The Company will make itself available to counsel an employee regarding job rotation.

### The SL-1 Management Information System

This will confirm our understanding reached during our negotiations in Toronto on 24th July 1991 that the SL-1 or similar devices are not intended to provide a Source of stress to employees but for statistics, productivity and counselling information. The SL-1 may be used to monitor daily attendance (i.e. times m and out) but not to gather evidence for other types of disciplinary matters.

#### Reduced Work Week

LU.6.01 The Company may employ Reduced **Work** Week employees (herinafter referred to **as** RWW employees) where this is desirable due to varying workloads but such use **will** be avoided where it is possible to cover the work with full-time employees and in **so** doing maintain a satisfactory degree of employee utilisation. In employing RWW employees the Company **will** ensure that care is taken **to** avoid **causing** any threat to the continuous employment of full-time employees or any deterioration in their working conditions.

**LU.6.02** The provisions of the current Agreement between British Airways and the I.A.M.A.W. will apply to RWW employees subject to the following amendments:

#### (i) Article 6 - Seniority

RWW seniority will be based on date of hire. RWW employees returning to full-time employment will have their seniority date adjusted to reflect their accumulated service.

Seniority acquired to 1st June 1991 as a RWW employee under the previous letter dated 28th August 1989 shall run continuous to any accumulation herein.

A separate seniority list for RWW employees shall be established for new RWW employees hired after 24th July 1991.

## (ii) Article 9 - Hours of Work

The following **Hours** of Work clause **will** apply to RWW employees in lieu of the provision of Article **9**.

The Company will guarantee employment for a RWW employee a minimum of ninety-six (96) hours m full days to a maximum of one hundred and twenty-eight (128) hours per four (4) week period and rostering within this period will be at the Company's discretion. In addition to the minimum guaranteed hours the Company may roster employees to work one partial work day [i.e. less than eight (8) hours] not more than once per four (4) week period. The Company will endeavour to roster RWW employees for three (3) or four (4) days per week whenever possible. Any subsequent change to such hours will be dependent upon agreement between British Airways, the employee and the Union Representative. Whenever a RWW Employee's roster is changed from three (3) days to four (4) days per week (or vice versa) the Company will advise the RWW Employee at least twenty-one (21) calendar days in advance, and will allow that employee to cancel his vacation up to twenty-one (21) calendar days before the start of the vacation period.

For training purposes the maximum (128) hours will not apply.

A roster for RWW employees will be published as per the **terms** of Article 9.03 and a copy furnished to the **Chairman** of the Union **Committee**.

#### (iii) Article 10 - Overtime

The following overtime clause will apply to RWW employees in lieu of the provisions of 10.01 through 10.10.

Overtime and recall for overtime will be limited to full-time employees, except that, where full-time employees do not wish, or are not available to provide necessary overtime requirements, RWW employees may be used.

Full-time employees on rostered days off will be canvassed before overtime is offered to RWW employees.

Time Bank provisions will apply to RWW employees except that Time Bank will be accumulated on the same basis as overtime payment. Employees will be paid monthly for any time worked m excess of the agreed hours. Such overtime will be paid at straight time rates except where work is performed in excess of eight (8) hours m any continuous twenty-four (24) hour period, m which case the RWW employee will be paid at the applicable overtime rate on the same basis as full-time employees, and receive the meal allowance m 10.08 herein as provided.

In the **event that** an employee works **m** excess of one hundred and seventy-four (174) hours **m** any one calendar month overtime will be paid in accordance with Article 10 of the contract.

## (i') Article 11 · S lid

RWW employees will be paid for Statutory Holidays not worked as set forth in the Agreement on a pro-rata basis for their normal working hours calculated as the same proportion of eight (8) hours that RWW employees regular scheduled work week is to a forty (40) hour week.

## (v) Article 12 - Vacation with Pay

The provisions of Article 12.01 through 12.08 will apply to RWW employees on a pro-rata basis, For example: an employee working an average of three (3) days per week will receive 60% of the entitlement given in Article 12.

No such paid vacation may be taken during the first six (6) months of employment.

## (vi) Article 13 - Leave of Absence

RWW employees may also be granted leave of absence without pay, under the terms of Article 13.01 except that they will not accrue seniority for any purposes during the period of their absence.

The provisions of Article 13.03 and 13.04 will also be applicable to RWW employees.

#### (vii) Article 14 - Staff Vacancies and Transfers

Employees currently employed full-time will have the right to bid for a Reduced Work Week position on a seniority basis.

RWW employees wishing to revert to full-time employment are eligible to apply for positions posted as staff vacancy notices under the **terms** of Article 14.

### (viii) Article 20 - General

20.06 Entitlement to Sick Leave for RWW employees will be based on accumulated service as defined m LU.7.02(ii) of this Letter of Understanding (174 hours worked equals 1 month equals 12 hours entitlement).

#### (ix) Article 24 - Monthly Rates of Pay

RWW employees will be paid on a pro-rata basis based on hours worked at an hourly rate equivalent to the monthly Scale **D** rates shown m Article 24 of the current agreement.

RWW employees will normally be engaged at the equivalent hourly rate of the first point of Scale D and will progress to the next point, subject to satisfactory service, when they have accumulated the necessary length of service as provided by the applicable wage scale here in Article 24

**Full-time** reservations employees **transferring** to RWW **status will** retain the same level of Scale D for assessment of the hourly rate.

**LU.6.03** The cost of Group Medical and Dental Plan premiums will be divided prorata between the employee and the Company according to the number of hours worked. The Company will pay for that part of the premium m the ratio of hours worked per march to 174 hours. The employee shall pay the balance of the premium. Quarterly reconciliations of actual hours worked during the preceding quarter will result in appropriate premium adjustments.

Life insurance premiums are based on earnings and thereduced premiums will continue to be paid by the Company.

Long Term Disability premiums are based on earnings. The reduced premiums will continue to be paid on the basis that the Company pays two-thirds (2/3) and the employee one-third (1/3).

- LU.6.04 This RWW Agreement will only apply to Reservations Sales Agents working in Telephone Sales.
- LU.6.05 The number of employees working under Letter of Understanding No.2 and Letter of Understanding No.6 of the collective agreement together m combination shall not exceed fifty percent (50%) of the full-time staff numbers m the classification.
- LU.6.06 Grievances relating to the use of RWW employees will be initiated at Step 2 of the Grievance Procedure provided under Article 7.
- LU.6.07 While the RWW may only apply to employees covered by paragraph LU.6.04 above, **should** the **Union** come up with a plan that would work in other departments, the Company agrees to consider the RWW for such other departments.

#### Article 18 • Classification Deletions

Futher to our conversation of 11th July 1989 regarding our proposal No. 8, Article 18 - Classifications, the Company has listed in this proposal all of the current scales, job titles and monthly pay ranges and has not listed those job titles that are no longer being used. It is the intent of the Company to simply "cleanup" this section of the labour agreement and eliminate job titles that are no longer applicable. It is not the intent of the Company to back fill these job titles or in any way attempt to reinstitute any of these titles outside the bargaining unit. If such jobs are re-instated they will go back under the collective bargaining agreement.

The following classificationshave been removed:

Clerk/Cashier
Customs Clerk
Data Entry Clerk
Marketing Clerk
Sales Assistant
Senior Station Agent I
Senior Station Agent II
Station Agent (Ops)
Stenographer
Stenographer/Dictaphone
Typist/Clerk

#### Part-Time Employees - Pearson International Airport

The following proposals concerning the employment of Customer Service Staff at Pearson International Airport are made without prejudice to British Airways' ability to decide upon the most economic method of undertaking the work.

LU.8.01 This Letter of Understanding will supersede LU.2 in respect to part-time employees (hereinafter referred to P.T. employees) at Pearson International Airport.

The Company **will** employee P.T. employees at **Pearson** International Airport **as** a standard **means** of conducting business.

LU.8.02 The provisions of the current Agreement between British Airways and the LAMAW will apply to P.T. employees subject to the following amendments:

#### (i) Article 6 - Seniority

A separate seniority list of P.T. employees by classification will be posted semi-annually. P.T. seniority will be based on date of hire. P.T. employees will be laid-off according to seniority.

Iftransferred to full-time, seniority date on **full-time seniority list** shall be established based **on** the ratio of the P.T. employee's normal scheduled work week (excluding additional **hours worked**) to a regular **full-time work** week, e.g. normally scheduled three (3) days per week **as** a P.T. employee • 3/5 of total calendar time **as** P.T. employee determines position **on** full-time **seniority list.** 

**Seniority** acquired to 1st June 1991 as a P.T. employee under the previous letter dated 22nd February 1989 **shall** run continuous to any accumulation herein.

## (ii) Article 9 - Hours of Work

The following **Hours** of Work clause will apply to P.T. employees in **lie** of the provisions of Article 9.

The Company will guarantee employment for a P.T. employee of eighty (80) hours per month and rostering within this period will be at the Company's discretion. P.T. employees shall not work beyond twenty-four (24) hours per calendar week. Any subsequent change to such hours will be dependent upon agreement between British Airways, the employee and the Union Representative.

A roster for P.T. employees will be published as per the terms of Article 9.03 and a copy furnished to the Chairman of the Union Committee.

#### (iii) Article 10 - Overtime

The following overtime clause will apply to P.T. employees in lieu of the provisions of 10.01 through 10.10.

Due to the nature of the operation and the percentage of P.T. employees, overtime will be recruited **from** staff irrespective of part-time or full-time status.

Overtime will be distributed on a equitable basis amongst the employees where the overtime is required. Employees on duty at Airport location will be canvassed before calling others in.

Time Bank provisions will apply to P.T. employees except that Time Bank will be accumulated on the same basis as overtime payment. Employees will be paid monthly for any time worked m excess of the agreed hours. Such overtime will be paid at straight time rates except where work is performed in excess of eight (8) hours m any continuous twenty-four (24) hour period, m which case the P.T. employee will be paid as full-time employees, and receive the meal allowance m 10.08 herein as provided.

#### (iv) Article 1 . St

P.T. employeeswill be paid for Statutory Holidays not worked as **set** forth **m** the Agreement **on** a pro-rata basis for their normal working hours calculated as the **same** proportion of eight **(8)** hours that P.T. employees regular scheduled work week is to **a** forty **(40)** hour week. In addition, if a P.T. employee works on **a** Statutory Holiday he **will be** paid at **the rate** of one and one-half (1 1/2) times the straight time rate for all hours worked.

## (v) Article 12 - Vacation with Pay

The provisions of Articles 12.01 through 12.10 will apply to P.T. employees, at the normal rate of pay based on a twenty-four (24) hour work week.

**P.T.** employees who **work in** excess **of** twenty-four **(24)** hours per week **will** be paid **vacation** pay at **the** rate **of two** percent (2%) per week of entitlement. **Such** payment **will** be made **on** an annual basis at **the** end **of** the vacation year.

**No** such paid vacation may be taken during **the** first **(6)** months of employment.

#### (vi) Article 13 · Leave of Absence

- 13.01 P.T. employees may also be granted leave of absence without pay, under the terms of Article 13.01 except that **they will** not accrue **seniority** for **any** purposes during the period of their absence.
- 13.03 The provisions of Article 13.03 will be applicable to female P.T. employees provided they have been continuously employed by British Airways for a minimum of six (6) months.

#### (vii) Article 14 - Staff Vacancies and Transfers

Applications from P.T. employees engaged m Airport functions will be considered on the same basis as applications from full-time employees from other classifications.

#### (viii) Article 17 - Termination of Employment

The provisions of Articles 17.03 through 17.05 will not apply to P.T. employees.

#### (ix) Article 20 - General

- a) 20.05 Applicable to P.T. employees but limited to a maximum of four (4) consecutive hours with pay.
- b) 20.06 Entitlement to sick leave for P.T. employees will be based on accumulated service as defined in LU.2.02 (ii) of this Letter of Understanding (174 hours worked = 1 month = 12 hours entitlement).

#### (x) Shift Differential Pay

The provisions of Article 21 will not apply to P.T. employees.

#### (xi) Article 24 - Monthly Rates of Pay

The provisions of Article 24 will not apply to P.T. employees. P.T. employees will be paid at a rate not less than the equivalent hourly minimum nor more than the equivalent hourly maximum of the scale for the appropriate classification that is provided for in the current Agreement.

P.T. employees will normally be engaged at the equivalent hourly rate of the first point of the appropriate scale and will progress to the next point, subject to satisfactory service, when they have accumulated the necessary length of service as provided by the appropriate wage scale herein m Article 24.

- LU.8.03 P.T. employees are eligible to join the British Airways (Canada) Penion Plan, the Group Insurance Plan, Dental and Drug Benefit Plans applicable to full-time employees and will be provided to P.T. employees on a pro-rata basis of hours worked to normal forty (40) hour week.
- LU.8.05 The Company retains the right to employ part-time staff at a ratio of 4 Part-time for each 1 Full-time.
  - i.e. 16 Part-Time and 4 Full-time
- LU.8.06 Grievances relating to the use of P.T. employees will be initiated at Step 2 of the Grievance Procedure provided under Article 7.
- **LU.8.07** Salary scales for Airport Employees will be Scale **D** for **Customer** Service **Agents** (C.S.A.) and Scale F for Senior Customer Service Agents (S.C.S.A.). The above scales will be applied on a pro-rata basis to **P.T.** employees.

#### Part-Time Employees - Cargo

The following proposals concerning the employment of Cargo Staff at Mirabel International Airport and Pearson International Airport are made without prejudice to British Airways' ability to decide upon the most economic method of undertaking the work,

LU.9.01 This Letter of Understanding will supersede LU.2 and LU.8 m respect to part-time employees (hereinafter referred to P.T. employees) at Mirabel International Airport and Pearson International Airport.

The Company will employ P.T. employees at Mirabel International Airport and Pearson International Airport as a standard **means** of conducting business. **Work will** include **export** and import documentation and all duties associated with third party handling.

LU 9.02 The provisions of the current Agreement between **British** Airways and the LAMAW will apply to P.T. employees subject to the following amendments:

#### (i) Article 6 - Seniority

The provisions of Article 6 will not apply to P.T. employees. No permanent full-time employees will be laid-off or be reduced to P.T. status whilst P.T. employees are still employed m any classification covered by this Agreement. In the event of a lay-off of full-time staff, P.T. employees will not be hired until the recall rights of such laid-off full-time staff have been exercised or have lapsed.

A separate **seniority** list of P.T. employees by classification **will** be posted semi-annually, P.T. seniority **will** be based on date of hire. P.T. employees will be laid-off according to seniority.

If transferred to full-time, seniority date on full-time seniority list shall be established based on the ratio of the P.T. employee's normal scheduled work week (excluding additional hours worked) to a regular full-time work week, e.g. normally scheduled three (3) days per week as a P.T. employee - 3/5 of total calendar time as P.T. employee determines position on full-time seniority list.

#### (ii) Article 9 - Hours of Work

The following Hours of Work clause will apply to P.T. employees in lieu of the provisions of Article 9.

The Company will guarantee employment for a **P.T**. employee of **eighty** (80) hours per month and rostering within this period will be at the Company's discretion. P.T. employees shall not work beyond twenty-four (24) hours per calendar week. Any subsequent change to such hours will be dependent upon agreement between British Airways, the employee and the Union Representative.

A roster for **P.T.** employees will be published as per the terms of Article 9.03 and a copy furnished to the Chairman of the Union Committee.

#### (iii) Article 10 - Overtime

The following overtime clause will apply to **P.T.** employees in lieu of the provisions of 10.01 **through** 10.10.

Due to the nature of the operation **and** the percentage of **P.T.** employees, overtime will be recruited from staff irrespective of part-time or full-time **status**.

Overtime will be distributed on a equitable basis amongst the employees where the overtime is required. Employees on duty at Airport location will be canvassed before calling others in.

Time Bank provisions will apply to P.T. employees except that Time Bank will be accumulated on the same basis as overtime payment. Employees will be paid monthly for any time worked m excess of the agreed hours. Such overtime will be paid at straight time rates except where work is performed in excess of eight (8) hours in any continuous twenty-four (24) hour period, in which case the P.T. employee will be paid as full-time employees, and receive the meal allowance m 10.08 herein as provided.

#### (iv) Article 11 - Statutory Holidays

**P.T.** employees **will** be paid for Statutory Holidays not worked **as** set forth in the Agreement on a pro-rata basis for their normal working hours calculated as the same proportion of **eight** (8) hours that **P.T.** employees regular scheduled work week is to **a** forty (40) hour week. In addition, if a **P.T.** employee works **on** a Statutory Holiday he will be paid at the rate of one and one-half(1 1/2) times the straight time rate for all hours worked.

## (v) Article 12 · Vacation with Pay

The provisions of Articles 12.01 through 12.10 will apply to P.T. Employees, at the normal rate of pay based on a twenty-four (24) hour work week.

Employees who work m excess of twenty-four (24) hours per week will be paid vacation pay at the rate of two percent (2%) per week of entitlement. Such payment will be made off an annual basis at the end of the vacation year.

**No** such paid vacation may be **taken** during the **first six** (6) months of employment.

#### (Vi) Article 13 • Leave of Absence

- 13.01 P.T. employees may also be granted leave of absence without pay, under the terms of Article 13.01 except that **they will** not accrue **seniority** for **any** purposes during the period of **their** absence.
- 13.03 The provisions of Article 13.03 will be applicable to P.T. employees provided **they** have been continuously employed by British Airways for a minimum of six (6) months.

#### (vii) Article 14 - Staff Vacancies and Transfers

Applications from P.T. employees engaged **m Cargo** functions will be considered on the **same** basis **as** applications from full-time employees from other classifications.

#### (viii) Article 17 - Termination of Employment

The provisions of Articles 17.03 through 17.05 will not apply to P.T. employees.

#### (ix) Article 20 • General

- a) 20.05 Applicable to P.T. employees but limited to a maximum of four (4) consecutive hours with pay.
- b) 20.06 Entitlement to sick leave for P.T. employees **will** be based **on** accumulated Service **as** defined **m**LU.2.02 (ii) of **this** Letter of **Understanding** (174 hours worked = 1 month = 12 hours entitlement).

#### (x) Stift Differential Pay

The provisions of Article 21 will not apply to P.T. employees.

#### (xi) Article 24 - Monthly Rates of Pay

The provisions of Article 24 will not apply to P.T. employees. P.T. employees will be paid at a rate not less than the equivalent hourly **minimum** nor more **than** the equivalent hourly maximum of the scale for the appropriate classification that is provided for m the current Agreement,

P.T. employees will normally be engaged at the equivalent hourly rate of the first point of the appropriate scale and will progress to the next point, subject to satisfactory service, when they have accumulated the necessary length of service as provided by the appropriate wage scale herein in Article 24.

P.T. employees are eligible to join the British Airways (Canada) Penion Plan, the Group Insurance Plan, Dental and Drug Benefit Plans applicable to full-time employees and will be provided to P.T. employees on a pro-rata basis of hours worked to normal forty (40) hour week.

LU.9.05 The Company retains the **right** to employ part-time staff at a ratio of 2 Part-time for each 1 Full-time.

i.e. 6 Part-Time and 3 Full-time

**LU 9.06** Grievances relating to **the** use of P.T. employees **will** be initiated at Step 2 of the Grievance Procedure provided under Article 7.

Salary scales for Cargo Employees will be Scale D for Cargo Agents. The above scales will be applied on a pro-rata basis to P.T. employees.

## New Employees Hired After 01 March 1995 (LOU.10 Employees)

This letter of Understanding is intended to establish the terms of employment which will apply to employees hired on a full-time, part-time or reduced work week basis, after March 1, 1995.

**LU 1**0.01 Employees hired **m** the following classifications after March 1, 1995 on a full-time, part-time or reduced work basis will be hereinafter referred to as "LOU.10 Employees":

Accounts Clerk I, Airport Special Service Agent, Cargo Accounts Agent/Steno, Cargo Agent, Customer Service Agent, Reservations Sales Agent, Senior Cargo Agent, Senior Customer Service Agent, Senior Reservations Sales Agents.

LU.10.02 AU provisions in the current agreement, including all **Letters** of Understanding will apply to **LOU**.10 employees subject to the following amendments:

#### (i) Article 6 - Seniority

The provisions of 6.03.2 will not apply to **LOU**.10 employees. The following clause will apply:

Netwithstanding the provisions of paragraph 6.03.1, an employee who has total British Airways seniority of ten (10) years or more, and who is redundant in his present classification, shall be eligible to displace an employee in any lower classification for which he has the basic qualification, even though he may have had no previous service in that classification.

#### (ii) Article 9 · Hours of Work

The provisions **m** Article 9.01 will **not** apply to **LOU** .10 Employees. The following clause **will** apply:

Eight (8) consecutive hours shall constitute a standard work shall inclusive of meal and rest periods. The standard work week shall be forty (40) hours. Employees shall have eight (8) assigned days off every four (4) week roster period. The Company shall have the absolute discretion to determine whether days off will be taken on consecutive or individual days. Employees shall not work in excess of eight (8) consecutive days without having days off, unless this time is extended by mutual agreement.

The provisions of Article 9.01.1 will not apply to **LOU.**10 Employees.

#### (iii) Article 10 - Overtime

The provisions of Article 10.09.1 will not apply to **LOU 1**0 employees. The following clause will apply:

An employée who is called to work on his scheduled day off will be paid a minimum of four (4) hours at time and one half.

#### (iv) Article 11 - Statutory Holidays

The provisions of Article 11.01 will not apply **to LOU 1**0 employees. **The** following clause will apply:

The following statutory holidays will be granted as paid holidays to ail LOU.10 employees covered herein during the period 1 April to 31 March:

	Toronto	Montreal
1.	<b>New</b> Year's Day	New Year's Day
2.	Good Friday	Good Friday
3.	Victoria Day	Victoria <b>Day</b>
4.	Canada Day	St. Jean Baptiste Day
<b>5</b> .	August Civic Holiday	Canada Day
6.	Labour Day	Labour Day
7.	Thanksgiving Day	Thanksgiving Day
8.	Christmas Day	<b>Christmes</b> Day
9.	Boxing Day	Boxing Day
10.	plus one (1) personal floating holiday to be taken at a mutually convenient date within the leave year.	

#### (v) Article 12 - Vacation

The provisions of Article 12.03 will not apply to LOU 10 employees. The following clause will apply:

LOU.10 Employees **who** have completed 6 (six) calendar years' continuous service with British Airways are entitled on the anniversary of their date of employment, as **shown** on **the** records of British Airways, **to** fifteen (15) work days' vacation.

The provisions of Article 12.04 will not apply to LOU.10 employees.

## (vi) Article 15 - Temporary Duty Away from Base

The provisions of Article 15.03 will not apply to LOU 10 employees. The following clause will apply:

Employees **who** travel to the UK, or Vancouver, to attend a course or **on** a temporary posting, will be granted one (1) day compensatory time **off**, where return travel is affected on the employee's **own** time. **This** day **off** is to be taken **on** the first rostered day after return. Where **an** employee arrives in the UK on a rostered day **off**, **an** additional compensatory day **off** will be granted, **to** be taken on a date mutually convenient to **the** employee and **his/her** Section Head.

#### (vii) Article 16 -Uniforms

The provisions of Article 16.02 will not apply to **LOU** 10 employees. The following clause will apply:

**LOU 1**0 employees working as **Customer** Service Agents and Senior Customer Service Agents will be eligible for the \$20 allowance described m 16.02.

#### (viii) Article 17 • Termination of Employment

The provisions of Article 17.05 will not apply to LOU.10 employees. The following clause will apply:

In the event that an LOU.10 employee who has completed one (1) or more year's service is laid off due to a reduction m staff, he/she will be granted severance at the rate of two (2) weeks' pay for each year of service to a maximum of 52 weeks.

Severance pay shall not be paid:

- 1. To an employee who resigns
- 2. To an employee who is dismissed for cause
- To an employee who does not work out, when required to do so, the period of notice given to him/her under this Agreement
- 4. To an employee who is temporarily laid-off due to a strike or picketing of premises where British Airways carries on business

## (ix) Article 20 · General

Staff Regulations relating to Sick Leave will apply to LOU.10 employees, subject to the following amendments:

20.06 Sick leave entitlement will be limited to 5 days per year at full salary plus an additional 5 days at 66% of salary.

Unused sick days (those at full salary as well as those at 66% of salary) may be accumulated up to a maximum of 60 days m any combination of days at full salary and days at 66% of salary. Unused sick days may be used in circumstances where an employee has exhausted his annual sick leave entitlement m any year, and m such cas, the unused sick days will be applied in accordance with their original value.

#### (x) Article 24 - Monthly Rates of Pay

The following rates of pay will apply to all LOU 10 employees:

	EFFECTIVE
SCALE "D"	<u>01 June <b>1996</b></u>

Accounts Clerk I
Airport Special Service Agent
Cargo Accounts Agent/Steno
cargo Agent
Customer Service Agent
Reservations Sales Agent

First Year	\$1,611
Second Year	1,766
Third Year	1,907
Fourth Year	2,060
<b>Fifth</b> Year	2,226
Sixth Year	2,403

#### SCALE "F"

Senior **Cargo** Agent Senior Customer **Service** Agent Senior Reservations Sales Agent

First Year	\$2,426
Second Year	2,644
Third Year	2,872
Fourth Year	3,008
Fifth Year	3,141
Sixth <b>Year</b>	3,275

Employeeshired under **LOU.10** will be paid in accordance with the applicable rate under Scale "D" or "F". For **certainty**, Scale "F" will apply in the event that an **LOU.10** Employee is hired into a classification listed in Scale "D" and subsequently fills a vacancy, transfers to or is otherwise placed in a classification listed in Scale "F".

With effect from 01 June 1997, all salary scales will be increased by an amount equivalent to the annual rate of inflation as published for Toronto for the month of May 1997, plus one-half of one percent, based on 1986 = 100 CPI as published by Statistics Canada.

With effect from 01 June 1998, all salary scales will be increased by an amount equivalent to the annual rate of inflation as published for Toronto for the month of May 1998, plus one-half of one percent, based on 1986 = 100 CPI as published by Statistics Canada.

#### (xi) Part-Time Employees - Article 9 - Hours of Wark

LU.10.03 The minimum guarantee of eighty (80) hours per month will not apply to LOU.10 employees.

LOU.10 employees will be guaranted a minimum of twenty (20) hours per month.

LETTER OF DERS 11

#### Termination of Employment

This will confirm our Agreement that effective with the signing of this letter, Article 17.05 of the Agreement will no longer apply. The following will replace Article 17.05 for all employees other than "LOU 10 employees":

In the event that an employee who has completed one or more year's service is laid-off due to a reduction in **staff**, he/she will be granted severance at **the** rate of four **(4)** weeks' pay for each year of service to a maximum of eighteen **(18)** months' pay.

In the event that more than 51% of bargaining unit employees are on **LOU** 10 contracts at the time of lay-off, the notice period applicable will be increased from two (2) weeks to three (3) months.

#### Severance pay shall not be paid:

- 1. To an employee who resigns
- 2. To an employee who is dismissed for cause
- 3. To an employee who does not work out, when required to do so, the period of notice given to him/her under this Agreement
- To an employee who is temporarily laid-off due to a strike or picketing of premises where British Airways carries on business

This Letter of Understanding is intended to establish the terms of employment which will apply to Mail Clerk and Receptionist/Typist hired on a full-time, part-time or reduced work week basis, after 1st Argust 1995.

Ail provisions m Letter of Understanding No. 10 and No. 11 will apply to LOU.12 employees subject to the following amendments:

#### (i) Article 16 - Uniforms

The provisions of Article 16.02 will not apply to LOU 12 employees. The following clause will apply:

LOU.12 employees working as Receptionist/Typist will be eligible for the \$20 allowance described m 16.02.

## (ii) Article 24 - Montaly Rates of Pay

The following rates of pay will apply:

SCALE "A"		<b>EFFECTIVE</b> <b>01</b> June <b>1996</b>
Meil Clerk Receptionist/Typis	st	
	First Year	\$1,338
	Second Year	1,461
	Third Year	1,548
	Fourth Year	1,641
	Fifth Year	1,752
	Sixth Year	1,872

With effect from 01 June 1997, all salary scales will be increased by an amount equivalent to the annual rate of inflation as published for Toronto for the month of May 1997, plus one-half of one percent, based on 1986 = 100 CPI as published by Statistics Canada.

With effect from 01 June 1998, all salary scabs will be increased by an amount equivalent to the annual rate of inflation as published for Toronto for the month of May 1998, plus one-half of one percent, based on 1986 = 100 CPI as published by Statistics Canada.

LETTÉR <b>OF</b> UND	<b>NO</b> 13
or Sales Working	. 100

Representatives **from** Telephone **Sales** Management, Telephone Sales employees (Part-Time, Reduced Work Week and Full-Time), and the **Union,** agree to meet **as** a working group **to** make recommendations for changes **to** the Telephone Sales roster.

The objectives of **these** recommendations **will** be **to** achieve optimum Telephone Sales coverage **m a** cost-effective way, address the **concerns** of the **various** Telephone Sales employee groups, and to comply with the collective agreement.

The group will be formed by 31 August 1996 with the aim of producing recommendations by 30 October 1996.

#### Buy Down Proposal

The intent of **this** proposal is to offer a lump sum payment to all current union employees (excluding employees hired under the conditions of Letter of understanding No. 10 and **12)** to transfer their pay and employment conditions to **those** stated in Letter of Understanding No. 10 or 12. AU transfers will be effective November 1, 1996. The proposal is offered to such employees without prejudice to the company's position.

1) The lump sum non-pensionable payments applicable to this offer are as follows:

	To Top of Scale	<b>To</b> Bottom of Scale
From Salary Scale "A" To LOU.12 "A"	\$32,500 lump sum payment	\$42,500 lump sum payment
From Salary Scale "D" To LOU.10 "D"	\$40,000 lump sum payment	\$50,000 lump sum payment
From Salary Scale "F" To LOU.10 "F"	\$45,000 lump sum payment	\$55,000 lump sum payment

- 2) Part-time employees will receive 50% of the applicable lump sum payment as noted in item 1).
- Reduced **work** week employees **will** receive 70% of **the** applicable lump sum payment as noted in item 1).
- The lump sumpayment(s) can be paid in whole or instalments on any of the following dates:

November 15, 1996 January 15, 1997 January 15, 1998

- All employment conditions listed in **LOU** 10 or LOU.12 of the Collective Agreement will be the employment conditions of any employee accepting this proposal. The exceptions are as follows:
  - Effective October 31, 1996, any sick day entitlement in the employee's bank under the 'old contract' will be transferred with the employee. This bank of days will be used prior to any days taken from the entitlement under LOU, 10's sick leave policy. Once this bank is '0', days taken off as sick will be taken from the LOU.10 accumulation.
  - Effective **April** 1, 1997, **LOU.10** or **LOU.12** annual leave entitlement will apply to employees accepting this proposal.

- 6) Current seniority date of joining will remain unchanged.
- 7) For British Airways pension purposes employee contributions will be based on new salary, Calculation of pension is stepped, i.e. the number of years up to buy down point (October 31,1996) is based on the 'best average earnings' at that point, the number of years after the buy down is based on the 'best average earnings' on the new rate unless final earnings at leave date are equal to or greater than earnings at buy down date, in which case total calculation will be made at that higher level.
- 8) The process of transferring to LOU 10 or LOU 12 employment conditions is not reversible at any time once an employee has elected to accept this proposal. You will continue to be on LOU.10 or LOU.12 salary scales until such time you leave the employment of British Airways.

This offer is available to all current union employees during the period of September 16, 1996 until October 15, 1996. AU transfers will be effective November 1, 1996.

For all those employees **who** accept this offer their decision **must** be confirmed by completing the attached 'Acceptance **Offer'** document and **sending to Catherine Haas** by 1700hrs on October 15, 1996.

# **BUY DOWN PROPOSAL** E OF OFFER Staff Number: Employee: Address: Current Position: F/T, RWW, P/T Scale: \_\_\_\_\_ Accept Payment **To** Top **OE** Scale 1) Accept Payment To Bottom Of Scale 2) I would like to be paid the appropriate payment as follows: (choose one) (a) One instalment made payable on 15 November 1996. (b) One instalment made payable on 15 January 1997. (c) One instalment made payable on 15 January 1998. (d) Instalments made payable as follows: Number of instalments: Amounts of instalment: \_\_\_\_\_\_ \_\_\_\_\_\_\_ Dates of instalments: Address for payment (if different from above at time of payment): If I have accepted this offer and chosen to resign from my position with British 3) Airways, the date I would like my resignation to be effective is The employee acknowledges that he/she has read over and fully understands this Buy Down Proposal. The employee acknowledges that he/she was given sufficient time to review the terms of this Proposal and to seek independent advice before executing this iocument. Employee **Signature** Date of **Signing**

# THIS AGREEMENT is hereby duly executed by the said parties this 12th day of September 1996.

BRITISH AIRWAYS	INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
	WORKERS
	01/10
Jul: Ward	Starles
John Wood	Store Volti
Coetherine & boar	akondel
Catherine Haas	Naddi Rondel
B. And	K. Woodrope
Bernie Herenberg	Karin Woodroffe
H.D. Stewart	Knt. Com
Alec Stewart	Richard Bond
Donna Blanchard	- Kichard Simeus
Donna Blanchard	Richard Simkus
They next	Tank
Doug Cames	Mark Chambers