

COLLECTIVE AGREEMENT

Between

JAZZ AIR INC.

And

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS**

UNION OF CANADA

(CAW-CANADA)

AND ITS LOCAL 2002

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ARTICLE 1 – PURPOSE OF AGREEMENT AND DEFINITIONS

- 1.01 The purpose of this Agreement is to set forth the rights of the parties and the rules concerning wages, hours of work and working conditions, which will apply between the parties. It is recognized by this Agreement to be the duty of the Company and the employees to co-operate fully so as to provide for the operation of the services of the Company in a manner which will further to the fullest extent possible, the safety, efficiency and profitability of the operation, and the continuation of employment under reasonable working conditions.
- 1.02 The rules set forth herein will take precedence over any conflicting rules, policies or procedures developed by the Company. Where the provisions of this Agreement are at variance with the procedures and policies developed by the Company the collective agreement will take precedence.
- 1.03 Should any part of this Agreement be rendered invalid by reason of legislation enacted by any Government in Canada, such invalidation of any part of the provisions of this Agreement will not invalidate the remaining portions thereof, and they will remain in full force and effect. The Company agrees to meet with the Union at headquarters level to discuss the impact of these changes.
- 1.04 There will be no strikes or lockouts so long as the Agreement continues to be in effect pursuant to Article 21 - Duration and Renewal.
- 1.05 Definitions**
- 1.05.01 **Agreement** - means the Collective Agreement in effect, including agreed upon amendments or interpretations thereto and covered by letters signed by responsible Company and Union Officers/Representatives.
- 1.05.02 **Base** - means a city served by the Company where employees covered by this Agreement are employed. Current bases are illustrated in Appendix 3.
- 1.05.03 **Classification** - means a classification as described in Article 4.
- 1.05.04 **Company** - means *Air Canada Jazz* as represented through Officers and Management at various levels.
- 1.05.05 **District** - means a District of the union as determined from time to time in accordance with its by-laws.
- 1.05.06 **Division** - means a grouping of classifications as described in Article 4.
- 1.05.07 **Employee** - means any person in the employ of the company who is in the bargaining unit covered by this Agreement.
- 1.05.08 **Location** - A subdivision of a base according to work-site, office or area as mutually agreed between the Company and Union.
- 1.05.09 **Lock-out** - means the closing of a place of employment, a suspension of work or a refusal by the Company to continue to employ a number of employees, done to compel those employees, or to aid another employer to compel their employees to agree to terms or conditions of employment.
- 1.05.10 **Requirements of the Service** - Means a situation which calls for immediate action and which cannot be reasonably predicted or preplanned for.
- 1.05.11 **Shift** - means a period of time within a day, as delineated in a shift schedule.

- 1.05.11.01 **A Day Shift** - will mean any shift, which starts on or after 0600 hours but before 1200 hours.
- 1.05.11.02 **An Afternoon Shift** - will mean any shift, which starts on or after 1200 hours but before 1900 hours.
- 1.05.11.03 **A Night Shift** - will mean any shift, which starts on or after 1900 hours but before 0600 hours.
- 1.05.11.04 **Midnight Shift** - will mean any shift, which includes a full four (4) consecutive hours worked between the hours of midnight and 0500.
- 1.05.12 **Shift Schedule** - means a projection of all employees' shifts at a location with regard to days worked and days off, including shift starting and terminating times.
- 1.05.13 **Status** - means full time or part time
- 1.05.14 **Strike**— means
 (i) a cessation of work, or
 (ii) a refusal to work, or
 (iii) a refusal to continue to work, or (iv) an act or omission that is intended to, or does, restrict or limit production or services, by employees in combination, or in concert, or in accordance with a common understanding, for the purpose of compelling the company to agree to terms or conditions of employment, or of compelling another employer to agree to terms or conditions of employment of their employees, and "to strike" has a similar meaning.
- 1.05.15 **Union** - means the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada) and its Local 2002.
- 1.05.16 **Vertical Line** - A line beside an Article denotes a revision effective with the current Agreement.
- 1.05.17 **Work Week** - shall be from 0001 Monday to 2359 Sunday.

ARTICLE 2 – UNION RECOGNITION

- 2.01 The Company recognizes the Union as the sole bargaining agent for the employees as certified by the Canada Industrial Relations Board on April 27, 2001, or as may be subsequently amended by the Board or agreed by the Company and Union. Current classifications are listed in Article 4.
- 2.02 All employees who, on the date of the signing of this Agreement, are Union members in good standing, or who may subsequently become Union members in good standing, will as a condition of employment maintain Union membership. All employees who, as of the effective date of this Agreement, are not Union members will not be required to become members as a condition of employment. All new employees hired as of the date of signing of this Agreement will, as a condition of employment, become Union members within 30 days from the date of employment and will as a condition of employment, remain Union members in good standing.
- 2.03 **Contracting Out** - Unless otherwise expressly stated elsewhere in this agreement, the definitions listed below apply only for the purposes of Article 2:
- 2.03.01 "Air Canada" or "AC" shall mean Air Canada mainline operations.
- 2.03.02 "AC Local Market Code Share Agreement" shall mean a Commercial Agreement whereby Air Canada Code is provided for use by a Tier III carrier with respect to flights in which the Code is used for the sole purpose of selling seats on routes within a local market.

- 2.03.03 "AC Connecting Market Code Share Agreement" shall mean a Commercial Agreement whereby the Air Canada Code is provided for use by a Tier III carrier with respect to flights that the Tier III carrier operates for the sole purpose of selling seats to connecting markets and for which the sale of said seats is accomplished with connections to either Air Canada or another ~~Air~~ Canada code sharing airline.
- 2.03.04 "Commercial Agreement" shall mean a formal arrangement whereby the Air Canada Code is provided for use by a Tier III carrier.
- 2.03.05 "Tier III Carrier" shall mean a Canadian air carrier operating in Canada, but excluding the Northwest and Nunavut Territories, that has a Commercial Agreement with Air Canada or Air Canada Jazz, or both.
- 2.03.06 "Control" means that one entity will be considered to "Control" another entity (Entity B), only if it, whether directly or indirectly:
- owns securities that constitute, are exercisable for or convertible into more than (a) fifty (50) percent of Entity B's outstanding common shares, or if shares in addition to common shares have voting power then (b) fifty (50) percent of the voting power of all outstanding securities of Entity B entitled to vote generally for the election of members of Entity B's Board of Directors or similar governing body; or
 - maintains the power or right to manage or direct the management of all or substantially all of Entity B's air carrier operations; or
 - has the power or right to designate or provide all or substantially all of Entity B's officers; or
 - has the power or right to appoint or elect a majority of Entity B's Board of Directors, or other governing body having substantially the powers and duties of a board of directors; or
 - has the power or right to appoint or elect a minority of Entity B's Board of Directors or similar governing body, but only if such minority has the power or right to appoint or remove Entity B's Chief Executive Officer, or President, or Chief Operating Officer, or the majority membership of the Executive Committee or similar committee on Entity B's Board of Directors, or the majority membership of at least one-half (1/2) of Entity B's Board committees.
- 2.04 With the exception of the provisions contained in article 2.06, 2.07 and 2.08, the Company shall not contract out bargaining unit work that is currently being performed, as of the date of ratification, by employees covered by this collective agreement.
- 2.05 Subject to ACJ remaining under the Control of AC, and only at bases where ACJ has employees performing work as CSA's as of the ratification date of this agreement, the Company commits that work performed by or on behalf of the Company by employees covered under this Agreement will continue to be performed by ACJ employees covered under this agreement, at locations at which a Tier III carrier operates pursuant to an AC Local Market Code Share Agreement.
- 2.06 Excluding all Air Canada staffed Stations, the Company commits that all CSA/Cargo bargaining unit work, within Canada (but excluding the Northwest and Nunavut Territories), at a new base where there are at least fifty (50) Air Canada **Jazz** flights per month that remains in operation beyond a twelve (12) consecutive month period, shall be performed by CSA/Cargo employees covered under this Agreement commencing upon the first day of the first month after the base has been in operation for twelve (12) consecutive months.
- 2.07 **As** of the date of ratification, at all existing stations where Air Canada Jazz presently has contract employees those positions shall be exempt from the provisions contained herein. The Company commits to a joint review of the operation with the Union with an aim to bringing work into the bargaining unit.

- 2.08 Nothing in this agreement restricts the Company from closing a base and laying off employees when a Tier III carrier is operating pursuant with an AC Connecting Market Code Share Agreement as per 2.03.03.
- 2.09 In addition ton Article 2.05 should ACJ cease to operate into a base and subsequently commences to fly it's own aircraft back in the base or enters into a AC Local Market Code Share Agreement, work at that base which was performed by employees covered by this Agreement will be returned.
- 2.10 Except as provided in Article 2 and Article 4.01 no employee or other person not covered by this Agreement shall perform work covered under the scope of this Agreement. Management and other Company employees outside the bargaining unit shall not perform bargaining unit work except in unusual circumstances which arise suddenly and/or where special assistance is required to avoid abnormal delay to the customer or the operation.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 Management will have the right to direct the affairs of the Company in an efficient and effective manner by the direction of the working force including the right to hire, discipline and discharge for just cause, promote, transfer, relocate and layoff due to lack of work or for other legitimate reasons. These enumeration's will not be deemed to exclude other prerogatives not enumerated, and any of the rights, powers or authority the Company had prior to the signing of the first Agreement, are retained by the Company. Such rights will be exercised in a manner that is fair, reasonable and consistent with the provisions of the Agreement.
- 3.02 It is agreed and understood that nothing in the foregoing will detract from the right of the employee *or* the Union to initiate a grievance in the manner provided for by this Agreement.

ARTICLE 4 – SCOPE OF AGREEMENT

- 4.01 All personnel who perform the work as defined in the following classifications are covered by this agreement:
- 4.01.01 Working Managers - At YSL, ZBF and YYY, one (1) member of management may perform covered duties for a maximum of four (4) hours per day five (5) days per week.
- 4.01.02 Such management personnel will be included in the manpower requirements and it is expected they shall work the shift. Where management personnel continue to be unavailable to work due to other duties the Company agrees to remove them from the shift and they will no longer be covered by this Article.
- 4.01.03 This article will only apply to bases outlined in 4.01.01 provided there are five (5) or less **full** time equivalents at the base. Should any of the bases exceed this number the working manager will be removed and there will not be a working manager in the future. In addition, should the current working manager leave the base the Company agrees not to replace them with a working manager.

4.02 Customer Service Division

- 4.02.01 **Customer Service Agent** - Comprises all those who perform Customer Sales and Service functions for the purpose of making reservations; computing fares, disseminating information; assembling, controlling and transmitting reservations and passenger data; compute, process and issue tickets; serve the public at airport counters and gates; receive and tag baggage; process claim forms for damaged and missing baggage, including processing damaged baggage for repair; maintain records as required including, but not limited to, flight arrival and departure times, conduct radio communications with the aircraft; maintain supplies; process station accounting reports; attending to passengers requiring assistance to and from the aircraft; security screening of

passengers subject to LOU#5; jet-way operation, load preplanning, weight & balance; and perform other duties and functions related to the foregoing.

4.02.02 **Cargo Agent** - Comprises all those who process the shipment of all freight and COMAT; take cargo to and from the aircraft and initiate claims resulting from missing and damaged cargo.

4.02.03 **Departure Control Coordinator** - Comprises those employees who ensure all Air Canada Jazz flights are created and in a suitable state for passenger check in; flights are closed out and reconciled correctly in the computer reservations system and other related systems, action flight schedule adjustments; manage upline and downline seat protection and station reconciliation; manage the technical functions within the Departure Control System and other duties related to the foregoing.

4.02.04 **Station Terminal Operation Control (STOC)** - Comprises all those who perform STOC Coordinator functions for the purpose of coordinating the Company's domestic and transborder operations. Such functions may include delay coding and investigation; disseminating information; establishing communications link between SOC and aircraft; communicating operational information to/from maintenance; communicating operational information to Air Canada for action; assembling and controlling the gate board; computing all flight arrival/departure information via FMIS II; conducting related air to ground communication; maintaining records as required including, but not limited to, the performance of radio/agris communications; maintaining supplies; weight and balance and perform other duties and functions related to the foregoing. In addition, at Toronto's Lester B. Pearson International Airport, STOC Coordinators will coordinate the movement of all cargo received from ~~Air~~ Canada; limited administration of customs paperwork, express and COMAT including the manifesting of transborder freight/COMAT and cargo processing.

4.02.05 **Lead Agent** - the duties of the Lead Agents will vary according to the work location, and may include administrative duties. The principle function of a Lead Agent is to provide leadership, support and direction to a group of employees in the areas of technical expertise, customer service and operational demands while remaining a full working member of the group.

4.03 **Senior Lead** - the duties will include those of a Lead Agent and will also include time reporting and/or scheduling.

4.04 **Aircraft Service Division**

4.04.01 **Ramp Attendant** - Comprises those employees who are engaged in aircraft marshaling; push backs; jet-way operation; loading and unloading of baggage and freight from aircraft; preparation of load advice forms; transferring and distribution of baggage, tie-down and general security of aircraft, de-icing of aircraft; minor light cleaning of aircraft interior including garbage removal and exterior including windscreens, on short turnaround where there are no Cabin Services personnel on the base; loading and unloading disabled passengers; service aircraft lavatory and water; and commissary in YXU, YTZ, YBG, YUY, W O .

Short Turnaround - an aircraft, which has a scheduled turn, to a maximum 30 minutes, not including irregular operations.

4.04.02 **Tower** - Comprises those employees responsible for aircraft towing and lavatory/water servicing. Vancouver will maintain a separate towing function. It is agreed that at other bases it will be part of the ramp function ~~until~~ such time that there is sufficient work to establish a separate classification.

4.04.03 **Cabin Services** - Comprises those employees who are engaged in heavy and/or light interior/exterior cleaning of aircraft but not involving the repair of interior structures or appliances.

It is agreed that Vancouver, Calgary and Toronto will maintain separate locations. At other bases where there is sufficient work the Company agrees to establish separate work locations.

- 4.04.04 **Driver/Delivery Agent** - Comprises those employees who pickup and deliver mail, freight, express and COMAT, drive crew vans and perform chauffeur/delivery duties as required and commissary in YQB.
- 4.04.05 **Aircraft Services Lead** - the duties of the Lead Agents will vary according to the classification and may include administrative duties. The principle function of a Lead Agent is to provide leadership, support and direction to a group of employees in the areas of technical expertise, and operational demands while remaining a full working member of the group.
- 4.05 Current cross utilization of employees may continue at each base and there will be no change in current practice without mutual agreement. Upon the opening of a new base, the Company will determine whether the base will cross utilize employees in the Cargo/CSA classification.
- 4.06 The Company and Union may, by mutual agreement, combine any of the classifications or positions described in this Article or create new classifications or positions. In this event, the Union may open the Agreement for the purpose of negotiating the job description and rates of pay for the affected classification(s) or position(s), unless the change occurs within ninety (90) days prior to the termination of the Agreement, in which case the new job description and rates of pay will become a part of the normal bargaining process.

ARTICLE 5 – RATES OF PAY, PREMIUMS, PAY PROVISIONS

- 5.01 Wages paid to employees will be based on length of employment and on the work performed in the classifications covered by this Agreement. Where an employee works in more than one classification, they will be paid in the higher rated classification.
- 5.02 Scheduled advancement from one rate of pay to the next higher rate of pay in the wage scale established for each position will occur upon completion of the period described in each wage scale, except as may be otherwise specifically provided for in this Agreement.
- 5.03 When an employee changes classifications or progresses to another position, the employee's new rate of pay will be determined by moving the employee to the rate of pay in the new wage scale which is closest to their current rate of pay; however, if the new rate is less than what the employee was receiving, the employee will be advanced to the next higher level of the new scale. Scheduled advancement will continue in accordance with Article 5.02 without interruption.
- 5.04 The following are the rates of pay for all classifications/positions covered by this agreement:

CSA/DCC/STOC/Cargo	June 29, 2002	June 29, 2003	June 29, 2004
1 st 6 mo.	\$12.59	\$12.90	\$13.22
2 nd 6 mo.	\$13.27	\$13.60	\$13.94
2 nd yr	\$14.53	\$14.89	\$15.26
3 rd yr	\$15.91	\$16.31	\$16.72
4 th yr	\$17.29	\$17.72	\$18.06
5 th yr	\$18.69	\$19.16	\$19.64
6 th yr	\$19.16	\$19.64	\$20.13
7 th yr		\$20.00	\$20.50

Ramp Attendant/Tower/Cabin Services/Commissary/Drivers	June 29, 2002	June 29, 2003	June 29, 2004
1 st 6 mo.	\$10.17	\$10.42	\$10.68
2 nd 6 mo.	\$10.98	\$11.25	\$11.48
2 nd yr	\$13.45	\$13.79	\$14.13
3 rd yr	\$14.29	\$14.65	\$15.02
4 th yr	\$15.18	\$15.56	\$15.95
5 th yr	\$16.09	\$16.49	\$16.90
6 th yr	\$16.49	\$16.90	\$17.32
7 th yr		\$17.23	\$17.66
Security	June 29, 2002	June 29, 2003	June 29, 2004
1 – 12 mo.	\$11.04	\$11.32	\$11.60
13 – 24 mo.	\$12.70	\$13.02	\$13.35
24 mo. +	\$14.37	\$14.73	\$15.10

5.05 Pay Provisions

- 5.05.01 Employees will be paid twice per month.
- 5.05.02 Time debits and credits will be recorded to the nearest tenth (1/10th) of an hour.
- 5.05.03 Recovery of pay errors will be limited to those errors which occurred during the 12 month period immediately preceding the date of the discovery of the error.
- 5.05.04 When the error involves an overpayment to an employee which is being recovered by the Company the maximum amount deductible from each pay cheque will be thirty dollars (\$30.00) or such larger amount as requested by the employee. In the event the employee's service with the Company is terminated, all monies due to the company will be deducted from the final pay cheque.
- 5.05.05 Prior to any debits being initiated by the Company, the employee will be advised, in writing, of the error, the number of deductions to be made and when the deductions will commence.
- 5.05.06 When an error involves an underpayment to an employee in the amount of one hundred dollars (\$100.00) or more, the Company will make restitution within three (3) working days following the receipt of notice and verification of the underpayment. If the underpayment is less than one hundred dollars (\$100.00), such error will be rectified and paid to the employee on the next regular pay following verification. Verifications will be completed as quickly as possible but within three (3) working days of the employee reporting the error.

If an employee does not receive their pay within two (2) days of the payday due to a fault in the Company's payroll system, the Company will make emergency funds available to the employee on request.
- 5.05.07 Each pay date employees will be provided with a pay statement clearly identifying all credits/debits made, time bank withdrawals, time bank balance, and vacation balance. Other

relevant information, including sick bank debits/credits and balance, and pass charge information will be included as the system is developed.

5.06 Premiums:

- 5.06.01 Shift Premiums: Shift premiums will be paid for each applicable hour or part thereof.
Afternoon **Shift** - sixty-five cents (\$0.65)
Night Shift - seventy cents (\$0.70)
Midnight Shift - one dollar and twenty-five cents (\$1.25)
- 5.06.02 The shift premium applicable to overtime will be based on the start of the shift or the start of the overtime, whichever is the greater premium.
- 5.06.03 The midnight shift premium will be paid when the hours of the shift, or overtime extend over and through the period defined in Article 1.05.11.04.
- 5.06.04 In all cases, only one (1) type of shift premium will be paid for any period of work.
- 5.07 **Lead Premium** - Leads shall receive a premium equal to ten percent 10% over the highest rate in their scale.
- 5.08 **Senior Lead Premium** - Senior Leads shall receive a premium equal to fifteen percent (15%) over their highest rate in their scale.
- 5.09 **Training Instructors Premium** - Training Instructors shall receive a rate equal to ten percent (10%) above their rate.
- 5.10 **Pay and Time Records** - Accurate time records shall be maintained for each employee, which will be made available on request to the employee. Accurate pay records will also be maintained for each employee and will be made available on request to the employee and to a Union Officer when authorized by the employee in writing.

ARTICLE 6 – HOURS OF WORK

- 6.01 The workday for employees will be determined by the hours of work schedule outlined in Article 6.02.
- 6.02 The workweek will average forty (40) hours and will be accomplished by various work schedules, as follows:

Schedule	Hours Paid/On shift
5 days on 2 days off	8/8.5
5 days on 3 days off	9.1/9.6
4 days on 3 days off	10/10.5
5 days on 4 days off	10.3/10.8
4 days on	11.4/11.9

4 days off	
5 days on 5 days off	11.4/11.9
3 days on 3 days off	11.4/11.9
3 days on 4 days off	13.3/13.8

In addition to the foregoing the continental work week outlined in LOU #6 will be part of the standard workweek in bases where it is currently worked. The parties must mutually agree to implement of these shifts in other work locations.

Any scheduled shift of eight hours or more in duration may have a scheduled unpaid meal period not to exceed one half (1/2) hour. The decision to have a scheduled meal period will be subject to operational requirements and employee preference.

- 6.02.01 Where it is mutually agreed between the Company and District Chairperson that the work schedules as provided under Article 6.02 are not practical or desirable, the schedule may be varied. In no case will less than two (2) days off be scheduled in any block of days **off**, all night shifts must have three (3) days off.
- 6.03.01 Twice each year at the summer/winter airline schedule change all shift schedules will be opened for seniority bid in each location. An additional shift bid may be held when there are significant changes to the shift schedule which result from changes to the flight schedule. **An** additional shift bid may be held where there is mutual agreement between the Company and the Union.
- 6.03.02 At each location the Company will determine the staffing requirements, including compliance with the Official Languages Act, and will design a shift schedule and initiate discussions with the local Union representative to review the staff requirements and shift schedules. These meetings will normally commence at least twenty-one (21) days prior to the implementation of the schedule.
- 6.03.03 The Union may propose an alternate schedule. Should the Union's schedule meet the Company requirements, it will be implemented. Failing a suitable alternative, the Company's schedule will be implemented.
- 6.03.04 Shift schedules may contain sub-schedules related to specific groups of employees by function(s). There will be a separate sub-schedule developed for part time employees.
- 6.03.05 Shift schedules will conform to the collective agreement. The provisions of Article 6.06 may be waived to eight (8) hours where affected employees in a location have unanimously agreed to shift schedules containing quick changes.
- 6.03.06 Each classification, location and/or status will bid separately as required. Employees will be given sufficient time to bid their shift but no less than four (4) calendar days. Shift schedules resulting from these bids will be posted as soon as possible following the end of the bid period but not later than fourteen (14) days prior to implementation.
- 6.03.07 Employees will not be credited for time gained or debited for time lost as a result of a change to their shift schedule. Adjustments to an individual employee's schedule resulting from a bid will be handled through a transition period designed to ensure there is a minimal loss or gain in hours. Such adjustments will be made only following consultation with the Union Representative for the location or their designate.

6.04 Meal Periods

- 6.04.01 Employees shall be entitled to a **thirty** (30) minute unpaid meal period.
- 6.04.02 One (1) meal period will be scheduled in each shift within one and one half (1 1/2) hours on either side of the midpoint of each shift unless otherwise arranged according to the wishes of the majority of the employees involved.
- 6.04.03 It is recognized that occasionally due to the requirements of the service, the employee will be unable to take the meal period at the scheduled time. In such cases the meal period will be taken at a time available during the period provided in 6.04.02. If this is not possible, the employee may elect to take the meal period at some other time during the balance of the shift agreeable to the Company or forego the meal period and claim an overtime credit in lieu thereof.
- 6.04.04 An employee who works more than two (2) hours overtime prior to or after their shift will receive the lunch meal allowance provided for in Article 19.05 supported by an expense claim. An additional lunch allowance will be granted for each additional four (4) hours worked.
- 6.04.05 Employees who report to work overtime on a day off will receive meal and rest periods in accordance with the agreement. In addition, the employee will receive the lunch meal allowance when they work eight (8) hours and an additional lunch allowance when the employee works more than eleven (11) hours on overtime.
- 6.04.06 An employee who is unable to take a meal period granted under the provisions of Article 6.04.05 will be credited with thirty (30) minutes at the applicable overtime rate.

6.05 Rest Periods:

- 6.05.01 Rest periods will be paid and will be not less than fifteen (15) minutes duration to be taken on Company time away **from** the job.
- 6.05.02 Two (2) paid rest periods will be scheduled in each shift. A rest period will be scheduled in each half of the shift but not in conjunction with the meal period or at the start or termination of a shift and it will be scheduled in such a manner as to provide the benefits for which it is intended.
- 6.05.03 In the event that an employee is unable to take a rest period at the scheduled time, due to the requirements of the service, the rest period will be taken at a time available during the hours following the originally scheduled commencement. If this is not possible, the employee may elect to have the rest period rescheduled at some other time during the balance of the shift agreeable to the Company or forego the rest period and claim an overtime credit in lieu thereof.
- 6.05.04 Employees who work overtime will be granted a rest period in each overtime period of two (2) **to** four (4) hours. Employees who report to work overtime which is not consecutive with their shift will be granted a rest period in each overtime period of up to four (4) hours and in each subsequent period of two (2) to four (4) hours.
- 6.05.05 **An** employee who is unable to take any rest period granted in accordance with Article 6.05.04 will be credited in the amount of the rest period at the applicable overtime rate.

6.06 Off Duty Period

- 6.06.01 ~~All~~ scheduled shifts for an employee will contain periods of not less than nine (9) consecutive hours off duty between the termination of one shift and the start of the next shift. Where **an** employee works sixteen (16) or more hours, the **off** duty period will be not less than eleven (11) consecutive hours.

6.06.02 If, at the request of the Company, **an** employee does not have the minimum hours off duty prior to the start of their overtime or scheduled shift, either they will choose not to report for duty until the minimum hours off duty have elapsed (without time debit) or they will report for the overtime or scheduled shift and be credited with double time (2x), plus regular pay for those hours by which their off duty time is less than the minimum.

6.06.03 The provisions of 6.06 will not apply in situations which occur as a result of a shift trade.

6.07 Shift Trades:

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

6.07.02 Shift trades are subject to the following conditions:

- (a) Other than in exceptional circumstances, advice of the trade will be provided to the supervisor in writing twenty-four hours in advance and will be signed by the employees involved.
- (b) The employee covering the shift must be qualified to perform the work.
- (c) All time credits for the scheduled duration of the shift will be credited to the employee who was originally scheduled to work the shift.
- (d) All premiums will remain with the employee who bid the shift.
- (e) All overtime will be credited to the employee who actually works the overtime.
- (f) All time debits will be deducted from the employee who has agreed to work the shift.
- (g) Holiday credits applicable to the shift will be credited to the employee who actually works. The employee originally scheduled to work the shift will receive the holiday credits applicable to a day off.
- (h) Sick leave provisions will apply to the employee who has agreed to work the shift.
- (i) Employees will record cancellation of shift trades in advance.
- (j) The Company and Union recognize that an employee's ability to trade shifts with other employees is acceptable but it is not intended to allow employees to be absent from the workplace for extended periods of time or to take alternate employment.

ARTICLE 7 - OVERTIME

7.01 All time worked by an employee outside of their scheduled shift will be considered overtime.

7.02 Overtime work shall be done on a voluntary basis and shall be authorized by management personnel. However, it is understood that an employee may be required to remain beyond the termination of their shift for flights, which become delayed for arrival or departure into periods when no other employee in their classification is scheduled to work. Excessive overtime will be the cause of immediate discussion between the Union and the Company in an effort to solve the problem.

7.03 Hours worked by an employee consecutive with the scheduled shift will be credited at one and one-half times (1 1/2X) up to a combined total (scheduled shift + overtime) of twelve (12) hours. Thereafter, overtime hours will be credited at double time (2X). Overtime of three (3) or more hours prior to and consecutive with the start of a shift will be credited for a minimum of four (4) hours at the applicable overtime rate. Overtime of any length, which is not consecutive with the employee's shift, will be credited with a minimum of four (4) hours at the applicable overtime rate.

7.04 An employee who works on any scheduled day off will be credited at one and one-half times (1-1/2X) the hours worked with a minimum credit of four (4) hours at the overtime rate. Work in excess of eight (8) hours on a regularly scheduled day off will be credited at double time (2X).

- 7.05 An employee who is called to work on a scheduled day off which is a Statutory Holiday shall be paid two times (2X) the regular hourly rate, for all hours worked.
- 7.06 For overtime requirements immediately following a scheduled shift, which are anticipated to be less than four (4) hours in duration, those employees who are working the scheduled shift shall have priority over those employees who are not, provided the employee is qualified to do the work.
- 7.07 Overtime, which is not filled according to Article 7.06, will be offered in seniority order from those qualified to perform the work.
- 7.08 All overtime credits will be directed to the employee's time bank provided for in Article 14.
- 7.09 The Company will provide an employee with written notification and explanation of any change in overtime submitted within five (5) regular business days of the employee's submission of the overtime.

ARTICLE 8 - RELIEF AND SPECIAL ASSIGNMENTS

- 8.01 When the Company determines it requires employees covered by this agreement to serve as either "ad hoc" trainers or "on the job" trainers, the following will apply:
- 8.01.01 Ad hoc training positions will be posted system wide in November of each year. The positions will be for the calendar year commencing on the following January 1st.
- Training positions will be posted in the following three (3) areas, ensuring appropriate bilingual coverage:
- CSA
 - ii) cargo
 - iii) Aircraft Services
- 8.01.02 Selection will be on the basis of seniority of those employees meeting the qualifications as determined by the Company.
- 8.01.03 Following a review of the training needs for the upcoming year, the Company will post its anticipated requirement of ad-hoc trainers.
- 8.01.04 Additional training positions will be posted as required, and those employees will remain as trainers until the end of the calendar year in which they commenced as a trainer.
- 8.01.05 Training opportunities will be made available twice per year to the ad hoc trainers. Such opportunities will be made available in January and May of each year unless advised otherwise by the Company.
- 8.1.06 Subject to operational requirements, training assignments will be awarded in seniority order.
- 8.01.07 Training in addition to that posted in the foregoing will be offered to the ad hoc trainers in seniority order on a rotational basis.
- 8.01.08 Training opportunities will be equalized to the extent practicable based upon the desire of the ad hoc trainers and the requirements of the Company.
- 8.01.09 Employees on vacation will not be eligible to act as a trainer during their scheduled vacation period.

8.02 On the Job Training

- 8.02.01 On-the-job training will normally be performed by an employee from the base where the training requirements exist.
- 8.02.02 The number of trainers will be determined by the number of employees and training requirements at each base.
- 8.02.03 Selection will be on the basis of seniority of those employees meeting the qualifications as determined by the Company.
- 8.02.04 The position will be for one (1) year from the date the employee becomes an on-the-job trainer.

8.03 Training Instructors

- 8.03.01 The Company shall provide a list of duties and responsibilities for training positions. A copy of the description shall be provided to the Union.
- 8.03.02 The Company shall establish all training shifts in accordance with Article 6.
- 8.03.03 Upon commencement of any training assignments, the Company shall be responsible for all lodging, travel consistent with Company policy, ground transportation, paid travel time and per diems consistent with Article 19.
- 8.03.04 Upon the delivery of **thirty** (30) days written notice, a trainer may relinquish his training duties.
- 8.03.05 Upon the delivery of written notice and demonstration of just cause, the Company may relieve a trainer of his duties.

8.04 Relief and Special Assignments

- 8.04.01 Selection of employees for relief and special assignments will be on the basis of the most senior volunteer available in the appropriate classification from the base(s)/location(s) as selected by the Company, subject to the following, providing the employee meets the requirements/qualifications required for the relief or special assignments. Special assignments which are fourteen (14) days or longer will be posted on a system wide basis and selected in seniority order provided the employee meets the requirements/qualifications required for the special assignment.

ARTICLE 9 - PROBATION

- 9.01 New employees hired into any classification by this Agreement will be required to serve a probationary period of *six* (6) calendar months from the first day of work, including training. In the event that a probationary employee is absent from work for any reason excluding regularly scheduled days off, for more than seven (7) calendar days during the six month probationary period, the Company may extend the employee's probationary period by the number of days such employee was absent from work.
- 9.02 An employee shall not be required to serve more than one (1) probationary period.
- 9.03 In the event of a staff reduction, probationary employees will be affected in inverse order of seniority and will not have the right to bump another employee or to layoff. They will, however, be offered vacancies not bid by other employees.
- 9.04 The Company has the right to discharge probationary employees during their probationary period who are found to be unsuitable for continued employment.

ARTICLE 10 - SENIORITY, STAFF REDUCTION AND LAYOFF

10.01 Seniority will be established on a system basis and will be comprised of the following:

10.01.01 Bargaining Unit Seniority will date from an employee's permanent entry into any position covered by this Agreement. Subject to other provisions of this Agreement, seniority will govern in respect to:

- (a) Bidding of shifts (within each separate classification and location);
- (b) Staff reductions, and layoff
- (c) Filling of vacancies (in accordance with Articles 10 and 12)
- (d) Vacation preference;
- (e) Allocation of overtime;
- (f) Preference for Time **Bank** use;
- (g) Preference for leaves of absence;
- (h) Training;
- (i) Relief and Special Assignments

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

10.01.02 Division Seniority will date from an employee's permanent entry into a division covered by this Agreement.

10.01.03 When an employee moves from one division to another they will take their seniority with them.

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

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

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

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

10.03.01 Not later than March 30 and September 30 each year, the Company will post at each location complete Seniority Lists described in Article 4 which will include employees as of March 1 and September 1, respectively. These lists will show for each employee listed thereon, in order of seniority, the employee number, name, position, location, Company Service Date, Bargaining Unit Seniority Date, and sequencing determinant described in Article 10.02.

10.03.02 It will be the responsibility of each employee to examine the list and make written request for any correction during the ~~thirty~~ (30) calendar days following posting. The request will be forwarded to the Company by way of the form described in Appendix 1 and in accordance with the instructions included on each seniority list with a copy to Union Headquarters.

10.03.03 All requests for corrections will be acknowledged and will be actioned after consultation with the Union Bargaining Committee Chairperson within ~~thirty~~ (30) days of receipt. Any corrections will become effective immediately and will be incorporated in the next posted seniority lists.

10.03.04 Notwithstanding the foregoing, the Union may request corrections to the seniority lists at times other than those stipulated. Such corrections will become effective immediately and will be incorporated in the next posted seniority lists.

10.04 Retention of Seniority

- 10.04.01 Seniority will be maintained and accumulated during:
- (a) Absence due to layoff or "Off Duty Status".
 - (b) Sickness or Accident
 - (c) Authorized Leave of Absence (subject to Article 11.01.08)
 - (d) Suspension with or without pay
 - (e) Legal detention
 - (f) Strike or lockout
- 10.04.02 When an employee accepts a position within the Company that is outside the scope of this Agreement the employee shall retain and accrue seniority for a period of twelve (12) calendar months provided they continue to pay Union dues. Before this twelve (12) months expires, the employee will be permitted to return to their previously held position, or be allowed to bid to a vacancy in another position in accordance with Article 12. An employee will be allowed to move once during the term of the agreement.
- 10.04.02.01 Resultant positions, unless otherwise determined between the Company and the Union, will be filled as temporary vacancies for up to twelve 12 months.
- 10.05 Loss of Seniority - An employee will lose their seniority and their name will be removed from the seniority list only in the following circumstances:
- a) When voluntarily leaving the Company.
 - b) When discharged for just cause and not reinstated.
 - c) When laid off for a period in excess of forty-eight (48) consecutive months.
 - d) Desertion of service (resignation without notice).
 - e) When deemed to have resigned pursuant to the provisions of this Agreement.
 - f) When the employee accepts a position outside the scope of this Agreement subject to Article 10.04.02
 - g) When retired with or without pension.

10.06 Staff Reduction

- 10.06.01 Prior to initiating a layoff the Company will advise the Bargaining Committee Representative of the extent of the layoff. Dependant upon the circumstances of the layoff, the Company may either provide notice to all who may be affected as per 10.06.03, or may serve notice to only those employees directly affected. In either event the following process will apply:
- 10.06.02 Reductions will be made within the affected classification, status, and location in the base affected in inverse order of seniority, including probationary employees. Employees covering a temporary vacancy at the base in the affected division shall revert to their permanent position/status prior to the commencement of the reduction.
- 10.06.03 Subject to the decision of the Company in 10.06.01, either those employees directly affected or those employees who may be affected, will be given no less than twenty-one (21) calendar days notice in writing, personally, stating the date the staff reduction will be effected and, at the time the notice is given, will be provided with the following:
- (a) An updated seniority list applicable to their division.
 - (b) A list of vacancies, which may be available to them under the provisions of Article 12.

If this notice is not hand delivered to the employee, it may either be sent registered mail or in some other fashion in which the delivery date is recorded.

- 10.06.04 An employee affected by a staff reduction may accept layoff or may either:
- (a) use their bargaining unit seniority to displace a junior employee in their division; or,
 - (b) use their bargaining unit seniority to bid a vacancy in accordance with Article 12.
- 10.06.05 Within fourteen (14) calendar days of receipt of the notice provided for in Article 10.06.03, the employee will advise the Company, in writing, of their preferred option(s) and will list such option(s) in order of preference.
- 10.06.06 During the period between the receipt of the notice provided for in Article 10.06.03 and the expiry of the fourteen (14) calendar day period for the employee to advise the Company in writing of their decision to exercise bumping rights to another base or to fill a vacancy in another base, an employee will be provided with up to three (3) working days off with pay, to survey the base(s) which are available. Such time off will be granted as promptly as possible, consistent with the desires of the employee. Additional days without pay may be granted upon request. Free positive space transportation to these base(s) will be provided to the employee and spouse eligible for free and reduced transportation under Company policy. When a child accompanies the employee/spouse, the family will travel space available. Upon submission of an expense account, the service charge and taxes will be reimbursed.
- 10.06.07 Employees who do not advise the Company of their decision and/or preference within fourteen (14) calendar days will be laid off twenty-one (21) calendar days after receipt of the notice provided for in Article 10.06.03.
- 10.06.08 Employees will be provided with seven (7) calendar days notice of a change of position in their base and thirty (30) calendar days notice of change of position to another base. When an exception to the reporting date is desired by the Company or the employee, the employee's Union Representative will be contacted and the employee will report to their new position on the date agreed to by the parties.
- 10.06.09 Should the Company issue layoff notices to those who may be affected, each employee who received such notice will be advised, in writing, of their situation regarding the staff reduction, within twenty-one (21) calendar days of receipt of the notice provided for in Article 10.06.03.
- 10.06.10 The Company may require an employee to remain in their position for a period of time in excess of the times contemplated in 10.06.08 pending a replacement. However, if the employee was bumping to a position with a higher rate of pay, they will commence receipt of the higher rate on the first scheduled work day following the time limits as provided in 10.06.08.

10.06.11 Off Duty Status

- 10.06.11.01 The following terms and conditions will apply to employees in the event of temporary disruptions to operations caused by third-party industrial relations dispute or a sudden temporary cessation of work caused by an Act of God. The Union at the Headquarters level will be advised orally or in writing prior to any utilization of this Article. The Company will be responsible for arranging and paying the cost of transportation back to home base for any employee who is out of base on Company business at the time the disruption occurs.
- 10.06.11.02 All provisions of the Collective Agreement not specifically modified by the following will remain in effect. Any dispute arising from the terms and conditions of this will be referred to the Headquarters level as soon as possible without prejudice to the Union's right to initiate a formal grievance.
- 10.06.11.03 Only those employees who are not required to work during the period the Company's services are affected shall be placed on Off-Duty Status hereafter referred to as O.D.S.

- 10.06.11.04 Seniority within each base and classification will be the determining factor as to whom will be kept on duty except that employees may request personal Leaves of Absence without pay where such leaves will avoid another employee being placed on O.D.S. Such leaves shall be termed voluntary O.D.S. and will be subject to the provisions of 10.06.11.12 and 10.06.11.13 and shall remain in effect until the provision of 10.06.11.14 become effective. Employees electing for voluntary O.D.S. will be advised of the above conditions prior to the leave being granted.
- 10.06.11.05 The Company shall provide notice of O.D.S., in writing, to only those employees who are not required to work. An employee placed on O.D.S. will be given a minimum of forty-eight (48) hours notice which may be verbal but which will be confirmed in writing not later than forty-eight (48) hours after commencement of O.D.S.
- 10.06.11.06 As soon as possible after implementing the provisions of this letter the Company will produce and issue a letter to each employee on O.D.S. This letter will include a summary of Employment Insurance Commission procedures to be followed by the employee, the effect on Company insurance plans and benefits, and any other relevant information.
- 10.06.11.07 An employee who the Company is unable to contact to advise of O.D.S. will be placed on O.D.S. and the written notice provided for in 10.06.11.05 and 10.06.11.06 will be sent to the employee's last known address.
- 10.06.11.08 An employee who is out of the station and, who, due to an inability to travel, the Company is unable to contact to advise of work assignment will not be disciplined. Such employee will be placed on O.D.S. but will be returned to work within twenty-four (24) hours of the Company having knowledge of his/her return to the station, provided his/her seniority is sufficient to retain a work assignment.
- 10.06.11.09 The shift schedules of employees who are retained on duty may be altered to conform with major changes in the normal hours of work requirements at a location. Notice of any change to shift starting and terminating times will be provided to each affected employee at least twenty-four (24) hours in advance of the starting time of their originally scheduled shift or their new shift, whichever is the earlier. Notice of any change to days on and days off will be provided to each affected employee at least seventy-two (72) hours in advance of their originally scheduled day on or their originally scheduled day ~~off~~, whichever is earlier.
- 10.06.11.10 There shall be no overtime at any station where employees are on O.D.S. except where employees on O.D.S. are not willing to provide the required coverage. Additional staff requirements shall be filled by returning employees on O.D.S. to duty in order of seniority.
- 10.06.11.11 Training which has been arranged and is ongoing at the time the Company's operations are affected will proceed as scheduled, subject to availability, and the Company will investigate the possibility of providing further training during the reduction in service. If it is found that further training can be provided, all such programs shall be subject to mutual agreement between the Union and the Company, at the Headquarters level.
- 10.06.11.12 An employee on vacation will continue on vacation and will be placed on O.D.S., if applicable under 10.06.11.03, upon the date of his/her scheduled return from vacation. An employee kept on duty or an employee placed on O.D.S. will commence vacation as scheduled.
- 10.06.11.13 An employee receiving disability insurance benefits will continue to receive those benefits until he/she is scheduled to return to work at which time he/she will be placed on O.D.S., if applicable. An employee whose illness commenced before the reduction of operations and who has not yet completed the waiting period will receive disability insurance benefits as scheduled, subject to satisfactory proof of disability.

- 10.06.11.14 All insurance plans and benefits will continue in full force and effect during any period of O.D.S. and the employee's contribution to such plans and benefits will be collected by payroll deduction on their return to work. Unless otherwise agreed by the employee, such deductions will be made in an amount equal to the employee's regular contribution to the plans until such time as the amount owing is repaid.
- 10.06.11.15 Notification of return to duty may be verbal, but must be later confirmed in writing, and will state the effective date of the return to duty.
- 10.06.11.16 An employee will be allowed a reasonable length of time to return to duty.
- 10.06.11.17 Employees placed on O.D.S. will continue to accrue service and seniority.
- 10.06.11.18 If employees have not been called to return from O.D.S. within ninety (90) days of having been placed on O.D.S., the situation will no longer be considered temporary and the provisions of Articles 10.06 and 10.07 will apply.

10.07 Laid off Employees

- 10.07.01 If an employee has insufficient seniority to bump or chooses not to bump, or if no vacancy exists or the employee is unable to or chooses not to fill a vacancy, the employee will be placed on layoff effective twenty-one (21) calendar days after receipt of the notice provided for in Article 10.06.03 except in those cases where a delay may be required for a senior employee to assume the position of an effected employee.
- 10.07.02 An employee who has been laid off shall have the ability to file Letters of Transfer to any position in either or both full time or part time status, which will be awarded in accordance with Article 12.
- 10.07.03 In the event the Company plans to staff a new base or location, employees on lay off will be notified as promptly as possible in order that the employee(s) may file a Letter of Transfer to that station in advance of any of the resulting vacancies being filled.
- 10.07.04 Employees, when laid off, must file their address with the Company in writing and keep them notified of any subsequent change of address.

10.08 Moving

- 10.08.01 When an employee moves from one base to another as a result of a staff reduction they will receive the moving expenses and allowance provided for in Article 19.

ARTICLE 11 - LEAVES OF ABSENCE AND SICK LEAVE

11.01 Leaves of Absence - Voluntary

- 11.01.01 When the requirements of the Company permit, an employee, upon written request through their immediate supervisor, may be granted a voluntary leave of absence without pay for a period exceeding ~~thirty~~ (30) consecutive calendar days but not exceeding one (1) year. Requests for ~~thirty~~ (30) consecutive calendar days or less will be handled as time off in accordance with Article 14.03.
- 11.01.02 Requests for leaves of absence will be considered in order of seniority among those on hand from the location at the time of granting.
- 11.01.03 The Company will indicate its approval of the leave in writing, including commencement and termination dates, preferably fourteen (14) or more calendar days prior to the requested

commencement date of the leave. Once approved, a leave may not be cancelled except by mutual agreement between the employee and the Company.

- 11.01.04 If the employee wishes to return to work prior to the approved termination of the leave, the employee will make the request to the designated management person. The request will be in writing at least fourteen (14) calendar days in advance of the requested termination date. In extenuating circumstances, the fourteen (14) day requirement may be waived. The Company will provide a response to the request within seven (7) calendar days of its receipt and may authorize a return to work on the date requested or another day mutually acceptable to both Company and employee, or the Company may deny the request.
- 11.01.05 When a leave of absence is terminated prior to the originally approved date, no other employee will be displaced. The Company will advise the employee in writing of its decision on the request to terminate the leave.
- 11.01.06 A leave of absence may be extended upon written request to the Company, copied to Union Headquarters, provided the request is received no later than fourteen (14) days prior to the termination of the leave of absence and provided there is mutual agreement between the Company and the Union Bargaining Committee Representative to extend the leave of absence. The Company will provide a response to the request within seven (7) calendar days of its receipt.
- 11.01.07 An employee who engages in other employment while on leave of absence will be deemed to have resigned unless they have specific permission to engage in such other employment from the Company. Such permission will not be refused unreasonably.
- 11.01.08 Seniority for all purposes will continue to accrue during the first ninety (90) consecutive calendar days of the leave of absence. On termination of a leave of absence which extends beyond ninety (90) consecutive calendar days, the employee will be assigned an adjusted Seniority Date which will reflect that part of the leave of absence which exceeded ninety (90) consecutive calendar days.
- 11.01.09 If desired by the employee, benefits coverage will be provided with the employee paying the full cost of premiums.
- 11.02 Reassignment, Maternity, Parental Leave - Employees will be granted reassignment of duties, maternity and parental leave in accordance with the relevant provisions of the Canada Labour Code.
- 11.02.01 Additional leave in excess of that provided by the Canada Labour Code will be granted for a reasonable period upon written request by the employee when the health of the mother or child requires it. Such request must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating that she is unable to work by reasons related to the pregnancy or health of the child and indicating the duration of that inability. In any event, any additional leave provided under this clause will be for a maximum period of six (6) months.
- 11.02.02 An employee who takes or is required to take a leave under this Article will be reinstated in the position they occupied when the leave commenced, subject to the provisions of Articles 10 and 12.
- 11.02.03 An employee will receive all advances or increases in pay during the period of leave. Benefit entitlements will be as required by the provisions of the Canada Labour Code.
- 11.02.04 The seniority of an employee will continue to accrue during the full period of the leave.
- 11.02.05 The Company will not dismiss, suspend, layoff, demote or discipline an employee because the employee is pregnant or has applied for a leave, nor will the Company take into account the pregnancy of an employee or the intention of an employee to take a leave in any decision to transfer or train the employee.

11.02.06 An employee on a Maternity or Parental Leave who wishes to terminate their leave in advance of the previously established date will advise the Company in writing. Such employee will be returned to work within four (4) weeks from the date of receipt of such notification, or such shorter period of time agreed between the Company and employee.

11.03 Paternity Leave - Upon request, a male employee will be granted, without loss of pay, two (2) days of paternity leave at the time of the birth or adoption of his child.

11.04 Leave of Absence - Union Business

11.04.01 An employee who has been elected or appointed by the Union to carry out authorized business of the Union on a full time basis will be granted a leave of absence for that purpose. The Union will advise the Company of the name of such employee, the term of the leave and the purpose. The Union will repay the Company for the Company's costs incurred in employee benefit plans and the employee will continue to pay their contributions to the Company. The Company will provide the employee with free and reduced rate transportation benefits in accordance with Free and Reduced Rate Transportation regulations. Transportation required by the employee for the execution of their duties will be provided as outlined in Article 18. The employee will continue to accrue seniority and service while on leave of absence.

11.04.02 An employee on a Leave of Absence Union Business who wishes to terminate their leave in advance of the previously established date will advise the Company in writing. Such employee will be returned to work within four (4) weeks from the date of receipt of such notification, or such shorter period of time as agreed between the Company and employee.

11.05 Bereavement Leave

11.05.01 When a death occurs in the immediate family of an employee, the employee shall be granted bereavement leave with pay for five (5) consecutive calendar days. Such leave will normally commence with the first day following the death or advice of death.

11.05.02 Immediate family is defined as: spouse (including common-law spouse and same sex partner as defined by Company regulations), children of employee and/or spouse (including adopted, foster or ward children), parents of employee or spouse, grandparents of employee or spouse, grandchildren of employee or spouse, brothers and sisters of employee or spouse, including other relatives residing with the employee.

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

11.05.04 Should circumstances warrant, bereavement leave may be extended with or without pay on approval of the appropriate management person. Such leave will not be unreasonably denied. Management agrees to act in a fair and equitable manner when providing additional time for bereavement leave.

11.05.05 An employee who leaves work to commence bereavement leave will receive their regular pay for the entire shift but will not have that day counted as bereavement leave.

11.06 Family Care

11.06.01 Employees will be allowed a maximum of three (3) days in each calendar year for the care of their sick or injured spouse/partner, parents or child. For pay purposes, the employees earned sick leave will be reduced when an employee is absent up to a maximum of three (3) days per year. The employee requiring such leave will endeavour to provide as much notice as possible to their immediate supervisor/manager and will provide a written statement upon return to work indicating

which family member was sick or injured. Employees who misuse family care will be subject to disciplinary action.

11.07 Compassionate Leave

11.07.01 Compassionate leave may be granted to an employee for an emergency situation, which the Company considers to be legitimate compassionate grounds. Should the Company determine this leave to be without loss of regular pay, it will be for a maximum of three (3) consecutive days. Additional time may be with or without pay at the discretion of the Company.

11.08 Jury Duty and Court Appearance

11.08.01 Employees who are subpoenaed to serve as a juror or appear as a witness will be granted leave without loss of pay for that purpose. If the employee receives other compensation for this time, it will be turned over to the Company.

11.09 Absence from work

11.09.01 It is recognized that situations can arise under extenuating circumstances which are unavoidable and which could not be preplanned. In such circumstances, when an employee is unavoidably kept from work, they shall not be discriminated against. An employee unavoidably kept from work must advise their manager in time so that relief can be arranged and upon return must provide specific reason for such absences. Such absences will be without pay.

11.10 Sick Leave

11.10.01 An employee absent from work due to an illness or injury (other than an illness or injury covered by Workers' Compensation) will be allowed sick leave with pay as outlined below.

11.10.02 Employees will be credited on the first day of each month with one (1) day sick leave for each month or part thereof beginning with the first full month of service.

11.10.03 Unused days from each calendar month may be accumulated, to a maximum of twenty-five (25) days.

11.10.04 Accrued sick leave credits will be reduced when an employee is absent due to illness or injury until such time as the credits are exhausted or disability insurance benefits commence following a seven (7) calendar day waiting period. Absences which are less than one-half (1/2) of the employee's shift will only result in a one-half (½) day debit from the employee's sick leave. Absences of one-half (1/2) day or more will result in a full day debit from the employee's sick leave. Payment of any sick leave may require substantiation through a doctor's note if requested by the Company. The doctor's note must be requested at the time that the employee books off and will not be made unreasonably.

11.10.05 The applicable pay for sick leave will be at the employee's regular rate of pay in effect at the time the sick leave is taken.

11.10.06 In order to qualify for sick leave with pay, an employee must make every reasonable effort to notify the Company of their intended absence due to illness or injury at least one (1) hour prior to the commencement of their shift.

11.10.07 In the event that an employee is injured during the performance of their duties and as a result is unable to complete their shift, they shall receive compensation for the entire shift.

- 11.10.08 Paid sick leave is for the sole and only purpose of protecting the employee against loss of income while they are legitimately ill or injured. Any employee using these provisions for any other reason may be subject to discipline.
- 11.10.09 The unused portion of an employee's sick leave credits will accrue and at the employee's option may be paid out on retirement or applied towards early retirement.
- 11.10.10 The applicable pay for the pay out of sick leave credits will be the employee's regular rate of pay in effect immediately prior to their retirement or early retirement.

ARTICLE 12 - TRANSFERS AND FILLING OF VACANCIES

- 12.01 Employees who wish to change status (i.e. part time to full time, or vice versa), or transfer to another base or classification, or division shall file a Letter of Transfer (LOT) with the Labour Relations Department. Employees shall list, in order of preference, the classification, status and base to which they wish to move.
- 12.02 In order for a LOT to remain valid, it must be renewed between January 1 and January 10 of each year. LOT's not renewed during this time frame will be removed from the transfer list. LOT's may be submitted and/or withdrawn at any time.
- 12.02.01 Effective for a one year period from the date of ratification, a vacancy for which there is not a LOT on file will be posted system-wide for seven (7) days prior to an external hire.
- 12.03.01 Selection of employees for vacancies will be by seniority order, subject to the employee having the proper licenses and language capability as per the Official Languages Act.
- 12.03.02 Vacancies will be filled in the following order:
i from within the division of the vacancy
ii from within the other division
iii external hire
- 12.03.03 An employee who wishes to move from the Aircraft Services division to the Customer Service division must file a LOT and must participate in an interview, which may include a typing test, to assess their Customer Service skills. Selection will be made by seniority from among those employees who have successfully completed the interview. The interview process will be reviewed with the Union at headquarters level and a Union representative may attend the interview. Should an employee not successfully complete the interview, the Company will advise the employee of the reasons therefore in writing, with a copy to the Union.
- 12.03.04 Employees who have transferred from one division to another will be allowed an appropriate familiarization or training and trial period of up to six (6) months in which to demonstrate their ability to perform the requirements of the job. The Company may not curtail such period without just cause before it has run its normal course. In the event the employee is not able to complete the training or trial period, including passing tests given during the training period, or cannot satisfactorily perform the job at the completion of the training and trial period, they will be returned to their former position, and any other employee who has been transferred because of the re-arrangement of positions will also be returned to their former position.
- 12.04 When a new base is established in any classification covered by this Agreement, and/or a classification is established in a base where it did not previously exist, all vacancies will be bulletined immediately and posted for fourteen (14) days at all bases and locations where employees are covered by this Agreement.

- 12.05 New hire employees are not entitled to file a LOT in their probationary period, except to change status within their base/classification. At the end of their probationary period they may file a LOT to other bases and/or classifications.
- 12.06 All notices to an employee under Article 12 will be in writing, copied to the employee's Union District Chairperson.
- 12.07 The Company will provide the local Union District Chairperson with notice of the employee awarded a vacancy within fourteen (14) days of the award.
- 12.08 Exchange of Base/Location/Status: Two or more employees who have completed their probationary period may file a request with the Labour Relations Department to exchange bases or locations. Such requests will be reviewed at each Union-Management Headquarters Meeting and will be actioned following approval by the Company and the Union, subject to final written acceptance by the employees involved. Such exchange will not create a vacancy and approval of the exchange will not be unreasonably withheld. All costs to the employees associated with the exchange will be the responsibility of the employees involved and the provisions of Article 19.07 will not apply.

12.09 Temporary Vacancies

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

- 12.09.01 Where temporary vacancies within the scope of this Agreement are created by the Company, they will be for a period of a minimum of thirty (30) days to a maximum of six (6) months, except in the case of coverage for the following, where the temporary vacancy shall be for the duration of the absence of the affected employee:

- (a) Maternity, Parental or Child Care Leave;
- (b) Authorized leave of absence in excess of six (6) months;
- (c) Absence on Weekly Indemnity or LTD;
- (d) Absence on Workers' Compensation

- 12.09.02 Full time temporary vacancies will be offered to employees by seniority, in the following order:

- (a) A full time employee at the location who wishes to exchange shift rotations with the temporary vacancy shift will be accommodated subject to Article 6.03.07;
- (b) who are laid off or part time employees at the location;
- (c) employees who have submitted a LOT as per Article 12.

Should the vacancy be filled in accordance with (a) above, the resultant vacancy may only be filled through (b) and (c) above.

- 12.09.03 ~~Part~~ time temporary vacancies will be offered to employees by seniority, in the following order:

- (a) employees who are laid off or full time employees, in the classification, at the location;
- (b) employees who submitted a LOT as per Article 12

- 12.09.04 Acceptance of a temporary vacancy will not prevent an employee from applying for or being awarded a permanent vacancy.

- 12.09.05 An employee who accepts a temporary assignment under this Article shall return to his/her previous position at the end of the temporary assignment or may displace a junior employee working a temporary assignment in their classification and location.

12.09.06 Where a temporary position within the scope of this Agreement, not covered by the exceptions listed above, extends to **six (6)** months plus a day, and the parties have not mutually agreed, in writing, that this position may be extended, the Company must either immediately cancel the temporary vacancy and return the employee working the temporary vacancy to their previous position, or declare a permanent vacancy with the incumbent temporary employee having no prior claim or preference to the position.

ARTICLE 13 - GENERAL HOLIDAYS

13.01 The following will be deemed to be holidays within the meaning of this Article:

New Year's Day	Good Friday
Labour Day	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Boxing Day	*One (1) Civic Holiday (as proclaimed by the Municipality where the employee works)

* St. Jean Baptiste Day - Province of Quebec
and any other day that may be proclaimed by the Federal Government to be a holiday.

Employees working under the AirBC-CAW Agreement who, were receiving Easter Monday (11th statutory holiday) shall continue to receive same.

13.02 If operational requirements necessitate a reduction of staff levels on any particular holiday, the Company may offer the holiday off to employees in order of classification seniority at each location. If there are insufficient volunteers, the Company may assign the day off in inverse order of classification seniority within each location. Those employees who elect or are assigned to take the holiday off will be given the day off with pay. Those employees who work the holiday will receive straight time for the regular hours of the shift plus credit hours based on one and one half times (1 1/2x) the regular hours of the shift. In any case, the employee on each shift will be given no less than fourteen (14) calendar days notice of the change for that holiday.

13.02.01 An employee who works overtime on a holiday will receive credit hours equal to two times (2x) the hours worked on the holiday, in addition to any other statutory holiday credits.

13.03 An employee whose regularly scheduled day off falls on a holiday shall receive credit hours to their time bank equal to their regularly scheduled daily hours.

13.04 An employee who is called to work on a scheduled day off which is a holiday shall be paid two times (2x) the regular hourly rate, for all hours worked.

ARTICLE 14 - TIME BANK

14.01 All hours credited in accordance with Article 13 and all overtime credits received in accordance with Article 7 will be accumulated in a time bank established for each employee. This time bank will provide for a maximum accumulation of one hundred and sixty (160) hours. Hours in excess of these maximums will be cleared on the employee's pay cheque for each pay period. Employees may make withdrawals from their time bank for the following purposes and in the following manner.

14.02 Vacation - no later than September 8th of each year, the employee may designate time from their time bank to set aside to be taken as vacation in the following calendar year in accordance with Article 15. Each multiple of forty (40) hours designated will constitute seven (7) calendar days vacation. Fractions of forty (40) hours designated will be taken on a time for time basis. The applicable time will be deducted from the time bank by September 30th.

Note: For vacation to be taken during 2003 and 2004, time which may be designated will be limited to eighty (80) hours.

- 14.03 Time Off - an employee may make withdrawals from their time bank in the form of time off as follows:
- (a) Time off will only be granted in accordance with the desires of the employee and only if the requirements of the Company permit.
 - (b) Time off requests for more than thirty (30) consecutive calendar days will be handled in accordance with Article 11.01 Voluntary Leaves of Absence.
 - (c) Subject to (a) above, employees who request time off thirty (30) days in advance will be granted the time on the basis of classification seniority. Similar requests made less than thirty (30) days in advance will be granted on a first come, first served basis.
 - (d) Once time off is granted, it may not be cancelled except by mutual agreement between the Company and the employee and including, if applicable, the employee who is covering the period of time off which had been granted.
 - (e) The applicable time will be deducted from the time bank on a time for time basis when the time **off** is taken.
- 14.04 Pay - an employee may make withdrawals from their time bank in the form of hours converted to pay. Requests for such a withdrawal must be submitted by the employee no later than fourteen (14) days prior to the pay date on which they wish the payment to be made. The applicable time will be deducted from the time bank at the time the request is processed by payroll.
- 14.04.01 Once a year at a time of the employee's choice, and no sooner than ninety (90) days following ratification, an employee may have the pay to be received pursuant to Article 14.04 directly deposited by the Company into their registered retirement savings plan (RRSP) without tax deduction subject to their having provided the necessary authorizations required for the deposit to conform with the requirements of the Income Tax Act.
- 14.05 Requests for time bank withdrawals will be made in writing by the employee using the form described in Appendix 2.

ARTICLE 15 - VACATIONS

15.01 General

- 15.01.01 An employee will receive annual vacation with pay in accordance with their years of service as provided for in Article 15.02.
- 15.01.02 Vacation is not cumulative and will be taken during the vacation year in which it is earned except as provided for in Article 15.03.08 or unless special circumstances warrant otherwise and prior arrangements are made with the Company in writing.
- An employee who takes any vacation in a year other than the vacation year for which it was earned, and including the vacation carry-over provided for in Article 15.03.08, will bid the vacation after all other employees have bid their vacation for the current year and will not affect the current year vacation of any other employee.
- 15.01.03 The vacation year will be **January 1** to December 31.

- 15.01.04 Vacation will be taken in consecutive calendar days and consistent with Article 15.02.03.
- 15.01.05 While there will be no embargo on vacation times, it is recognized by the parties to this Agreement that restrictions on the number of employees allowed to take vacation at the same time may be necessary but such restrictions will not be unreasonable and must be declared prior to the employees selecting their vacation dates after consultation with the Union District Chairperson.
- 15.01.06 Vacation times available to covered employees will not be affected by the vacations of other Company personnel.
- 15.01.07 (a) Assigned vacation periods will not be changed by the Company except by mutual agreement between the employee and the Company.
- (b) An employee may cancel their scheduled vacation a maximum of three (3) times per year. Cancellations will not be accepted until all vacation bids are complete, except in cases of extenuating circumstances. The employee will submit their re-bid with the cancellation notice. The cancellation must be submitted twenty eight (28) days prior to the shift bidding for that month in which the vacation was originally scheduled.
- 15.01.08 Where, during their vacation an employee is otherwise entitled to disability benefits, sick leave or any other approved leave of absence, they will be entitled to elect to discontinue disability benefits, sick leave or other benefit and take their vacation, with pay, as scheduled. Alternatively, the employee may take vacation with pay at a time not desired by another employee.
- 15.01.09 It is recognized and agreed that under no circumstances will employees perform work for the Company during their scheduled vacation dates. Employees who wish to do so must request a change to their vacation dates under Article 15.01.07.

15.02 Entitlement

<u>Years of Employment</u> (as of December 31st in every year)	<u>Entitlement</u>
Less than one (1) year	1 Calendar day for each twenty-six (26) calendar days of service
One (1) year but less than three (3)	14 calendar days
Three (3) years but less than six (6)	21 calendar days
Six (6) years but less than ten (10)	28 calendar days
Ten (10) years and over	35 calendar days

Employees will be entitled to the greater of their earned entitlement as of June 29, 2002, or the entitlement as listed herein.

Over calendar years 2002, 2003 and 2004, the Company will transition to awarding vacation on a current basis as opposed to an accrual basis. Therefore, in addition to their normal annual entitlement, during this period employees will be required to take vacation equal to their 2001 entitlement.

15.02.02 Employees laid off under the provisions of Article 10 or on a personal leave of absence under the provisions of Article 11.01 and employees whose employment is terminated will have their vacation entitlement reduced to the following, according to the number of calendar days employed.

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

15.02.03 A vacation week is seven (7) consecutive calendar days, regardless of what shift an employee is working.

15.03 Selection

15.03.01 Vacation dates will be allocated in order of bargaining unit seniority and seniority preference at each location and in each classification.

15.03.01.01 Notwithstanding the foregoing, the allocation of vacation dates may be revised by mutual agreement between the Company and the Union District Chairperson following review prior to the employees selecting their vacation dates.

15.03.02 No later than October 1 of each year, the Company will post a bulletin, which will include a calendar for the vacation year, listing employees in order of seniority in each location, and showing each employee's total vacation entitlement, including additional vacation entitlement from the time bank. In addition and in the event employees who expect to be absent during the selection period have advised the Company of their selection in accordance with Article 15.03.03.01, their selection and names will be noted on the bulletin.

15.03.03 Employees will select vacation dates by noting their selection on the posted bulletin no later than October 31 or in accordance with procedures developed for the location by the Company and Union District Chairperson.

An employee may also designate up to one (1) week vacation to be bid at a later date and in accordance with Article 15.03.08.

15.03.03.01 Employees who expect to be absent during the selection process may advise the Company, in advance and in writing, as to their selection of vacation dates and, if applicable, the seniority preference they wish to exercise for each block.

- 15.03.04 An employee who fails to select their vacation dates in accordance with Article 15.03.03 will be allowed a choice of available dates after all other employee(s) vacations in the location are allocated. Such employee will select vacation dates from these available dates no later than November 10 and in the event they fail to select, they will be allocated vacation dates by the Company from those that are available.
- 15.03.05 An employee may split their vacation entitlement into a number of blocks equivalent to their vacation week entitlement (includes time bank conversions). In such case, an employee's first preference will be in order of classification seniority, with the awarding of his/her subsequent preferences occurring only after other employees have made their selections. The subsequent preferences will be awarded in order of classification seniority.
- 15.03.06 No later than November 30, the Company will post a bulletin in each base showing the allocation of vacation dates for each employee.
- 15.03.07 In the event an employee's days on and days off are revised and the revision affects their vacation dates, the employee will be permitted to revise their vacation dates to coincide with the revised days on and days off.
- 15.03.08 An employee who designates up to one (1) week vacation to be bid at a later date may bid the dates as follows:
- (a) One (1) week to be taken in the current vacation year at a vacation time which had not been bid by another employee.
 - (b) One (1) week to be taken in the next vacation year, to be bid after all other employees have bid their vacation for the current year.
 - (c) In both cases, competing bids from employees would be handled in the location in order of bargaining unit seniority.
- 15.04 Waiting List - Vacation dates which become available after the allocation of vacation dates will be offered in order of seniority to employees who are on a waiting list maintained by the Company and, once accepted, will become their allocated vacation dates.

15.05 Vacation Pay

- 15.05.01 Employees discharged or resigning from the Company are entitled to receive pay in lieu of accrued vacation. The date of separation will not be extended beyond the date of actual termination of employment.
- 15.05.02 At the option of the employee, vacation accrued but not taken by employees who are laid off will be paid at the time of lay off or at the end of the calendar year it was due to be taken.
- 15.05.03 Vacation pay will be the employee's regular rate of pay during the vacation period or will be equal to two percent (2%) of gross earnings during the period the vacation was earned for each seven (7) days of entitlement, whichever is the greater pay.
- 15.05.04 In the event the vacation entitlement is prorated, each multiple of seven (7) days will be paid in accordance with Article 15.05.03 and fractions of seven (7) days will be prorated at the rate of one-seventh (1/7) of two percent (2%) for each day or paid at the employee's regular rate of pay, whichever is the greater pay.
- 15.05.05 The comparison between the employee's regular rate of pay and the percentage of gross earnings provided for in Articles 15.05.03 and 15.05.04 will be done by the Company at the end of each calendar year. The employee will be paid the difference, if any, by the end of February.

ARTICLE 16 - GRIEVANCE PROCEDURE, ARBITRATION, DISCIPLINE & DISCHARGE

- 16.01 All grievances or disputes will be settled finally and conclusively by the procedures described in this Article without interference with or a stoppage of work.
- 16.02 A "Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any questions as to whether any matter is arbitrable.
- 16.03 Time spent by the grievor(s), and employees (including Union Representative) required to attend, during their normal hours of work, a grievance hearing at the Informal Step, Step 1 or Step 2, or a disciplinary investigative hearing will be considered as time worked and will be paid accordingly. The parties will endeavor to schedule such meetings during the normal hours of work of those attending.
- 16.04 Union representatives will be recognized in discussing any grievance or complaint of any employee.
- 16.05 **Designates** - At any stage of the grievance procedure, the Company or Union may appoint a designate. Where a Company decision is rendered by a designate, that decision becomes the final decision for that level.
- 16.06 **Individual Grievance** - If an employee and/or a Union Representative has a grievance it will be handled in the following manner.
- (a) Informal - After knowledge of the incident causing the grievance, the employee will try to adjust the matter with their immediate supervisor alone or accompanied by a Union Representative or will request the Union Representative to try to adjust the matter on their behalf.
 - (b) Step 1 - If the informal step does not resolve the matter, a written grievance may be submitted by the Union Representative to the Manager of Customer Service concerned within ten (10) working days from the time the employee and/or Union Representative became aware of the grievance or the time of the last informal discussion, whichever is the later and subject to leaves of absence, sickness, vacations or other absences. Such grievance will state the type of grievance, the Article(s) allegedly violated and a short outline of the facts giving rise to the grievance. A meeting will be held between the Union Representative and the Manager within ten (10) working days from receipt of the grievance. During the meeting, the Union may have the presence of the employee(s) involved. The Manager will attempt to adjust the grievance without delay, but will give a written answer to the Union Representative no later than five (5) working days after the meeting.
 - (c) Step 2 - If the grievance is not resolved at Step 1, it may be appealed, in writing, by the Union District Chairperson to the Director of the Department concerned within ten (10) working days after receipt of the Company's decision at Step 1. A meeting will be held between the Union Regional Bargaining Committee Member and the Director within ten (10) working days from receipt of the appeal. During the meeting, the Union may have the presence of the employee(s) involved. The Director will attempt to adjust the grievance without delay, but will give a written answer to the Union Regional Bargaining Committee Member no later than ten (10) working days following the meeting. If the grievance is not resolved at this step, it may be advanced by the Union to arbitration, or any other procedure provided for in the Canada Labour Code. The process of Mediation/Arbitration will be used if both parties agree.

16.07 **Policy/Group Grievance** - When the grievance has a general application and/or will affect more than one employee, the Bargaining Committee Representative may submit a written grievance to the Labour Relations Department. Such grievance will state the type of grievance, the Article(s) allegedly violated and a short outline of the facts giving rise to the grievance. A management representative from the Labour Relations Department and the Bargaining Committee Representative will meet within ten (10) working days of the receipt of the written grievance. The management representative will attempt to adjust the grievance without delay, but will give a written answer to the Bargaining Committee Representative within fifteen (15) working days of the hearing and this answer will be considered the Company's Step 2 response. If the grievance is not resolved at this step, it may be advanced to arbitration by the Union. The process of Mediation/Arbitration will be used if both parties agree.

16.08 **Arbitration** - Where a grievance is not resolved at Step 2 the matter may be submitted to arbitration by a single arbitrator in the following manner.

- (a) No later than twenty (20) working days following receipt of the Step 2 decision, the National Union may serve notice of intent to arbitrate, in writing, to the Labour Relations Department. This notice will include the name of the arbitrator who is to be contacted first to determine their availability.
- (b) A panel of arbitrators will be mutually agreed to by the parties and such panel will be listed in Appendix iii of this Agreement. Empanelled arbitrators may be removed by mutual agreement between the parties and vacancies will also be filled by mutual agreement. In the event that no mutually agreed arbitrator is empanelled, the party serving notice of intent to arbitrate may request the Minister of Labour to appoint one for each case.
- (c) An arbitrator will be selected from the panel in the following manner. Each arbitrator will be called upon to act on a rotation basis and the arbitrator will be contacted to determine their availability. If that arbitrator is not available within ninety (90) days but is available at a later date, the parties may agree to accept that date or will proceed to the next arbitrator in order of rotation in the same manner until a mutually acceptable date is agreed. In the event there is no agreement, the first available arbitrator will be selected. When the next grievance is filed to arbitration, the above process will begin with the arbitrator following the arbitrator who had been the first contacted to determine their availability for the immediately preceding grievance filed to arbitration.
- (d) Scheduling of arbitration hearings will also be subject to the availability of the Company and Union representatives and witnesses provided this does not lead to an undue delay in the holding of the hearing(s).
- (e) The arbitrator will hold hearings at which the Company and Union will have the full opportunity to present evidence, witnesses and argument in a process consistent with the requirements of natural justice. The arbitrator will have all of the authority and powers conferred upon an arbitrator pursuant to the provisions of the Canada Labour Code.
- (f) The arbitrator will issue a written award and will have the authority to render any decision which they consider just and equitable. However, such decision will not be inconsistent with the provisions of this Agreement nor will it alter or modify any of its provisions.
- (g) The arbitrator's decision will be final and binding on the Company, the Union and the employee(s) involved.
- (h) The Company and Union will share, equally, the expenses and fees of the arbitrator.

16.09

Mediation/Arbitration - Where the Company and Union agree, a grievance which is not resolved at Step 2 may be submitted to Mediation/Arbitration in the following manner.

- (a) No later than twenty (20) working days following receipt of the Step 2 decision, the National Union may serve notice of its intent to submit the grievance to mediation/arbitration, in writing, to the Labour Relations Department. This notice will include the name of the arbitrator who is to be contacted first to determine their availability. The Company will respond to the notice within ten (10) working days following receipt. Failing agreement to proceed with mediation/arbitration, the grievance may be processed in accordance with Article 16.08.
- (b) The arbitrator will be selected from the panel and hearings will be scheduled in the manner provided for in Article 16.08 (c) and (d).
- (c) The hearings will be held at a location agreed to by the parties.
- (d) A maximum of three (3) grievances will be heard at any one (1) hearing and will be heard in the order they were originally filed under Article 16.06(b) or 16.07.
- (e) The Company and Union will attempt to agree on a written statement of fact for each grievance prior to the hearing. In the event there is no agreement, the Company and Union will provide to the other party, at least ten (10) days prior to the hearing, a written outline of the evidence they intend to present during the hearing. Such outline will be of sufficient particularity to permit the other party to prepare for the hearing.
- (f) The grievances will be presented during mediation/arbitration by a designated representative of the Union and a designated representative of the Company, neither of whom will be a lawyer.
- (g) The arbitrator will determine their own procedures but will give full opportunity to the parties to present evidence and make submission in a process consistent with the requirements of natural justice. The arbitrator will have all of the authority and powers conferred upon an arbitrator pursuant to the Canada Labour Code. Where possible, the arbitrator will attempt to mediate a settlement between the parties.
- (h) Where a settlement is mediated, minutes of settlement will be prepared and signed by the parties.
- (i) Where a settlement is not mediated, the arbitrator will issue a written award and will have the authority to render any decision which they consider just and equitable. Such decision will be brief and to the point and will not be inconsistent with the provisions of this agreement nor will it alter or modify any of its provisions.
- (j) The arbitrator's decision or the mediated settlement will be final and binding on the Company, the Union and the employee(s) involved.
- (k) The Company and Union will share equally the expenses and fees of the arbitrator.

16.10

Witnesses - During the arbitration or mediation/arbitration procedure, the Union and Company may have any witness(es) present who can give evidence on the matter in question. Employees who are Union witnesses will be given time off for a time sufficient for them to appear with such time off being handled as Time Off for Union Business in accordance with the provisions of Article 18.03.

16.11 **Time Limits**

- (a) Time limits specified in the grievance, arbitration or mediation/arbitration procedure may be amended by mutual agreement.
- (b) Working days means Monday to Friday and excludes Saturdays, Sundays and Statutory Holidays, as it relates to time limits in the grievance procedure.
- (c) Any grievance which has been answered in Steps 1 or 2, will be considered settled on the basis of the last answer given unless appealed to the next step, arbitration or mediation/arbitration.
- (d) The Company and Union recognize the desirability of complying with the time limits provided for and will do their best to so comply. However, the parties also recognize that these time limits should not be applied in a highly technical or unreasonable way unless either party suffers undue prejudice.

16.12 **Discipline, Suspension or Discharge**

- (a) No employee will be dismissed, suspended or otherwise disciplined except for just and reasonable cause.
- (b) Employee(s) will not be disciplined in any manner prior to an investigative hearing into an incident or issue where discipline, suspension or discharge is contemplated. The employee(s) will have the right to produce witness(es) and evidence at the meeting and will have a Union representative present.
- (c) The Company may, at its own discretion, suspend an employee pending investigation into an incident or issue. An employee will not suffer a loss in pay until such time as a hearing has taken place as provided in (b) above and a decision made and communicated in writing to the employee. The Company will not be restricted from conducting investigative hearings or taking disciplinary actions due to the unavailability of Union representation.

The Company will advise the Union at Headquarters level should there be difficulty in obtaining a Union representative and allow the Union a reasonable period of time to rectify the situation prior to proceeding with either the investigative hearing or disciplinary action.

- (d) If, in the course of a normal interview, evidence is adduced that would lead the manager to contemplate suspension or discharge, the interview will be immediately adjourned without further discussion of the incident or issue and an investigative hearing will be arranged as provided for in (b) above.
- (e) When disciplinary action is taken, the employee will be provided with a written notice of discipline which will set out the action being taken, the reasons for the action, the period of time the disciplinary reference will remain on file pursuant to (k) below and their right to initiate an appeal under the grievance procedure.
- (f) The Union District Chairperson will receive a copy of all disciplinary notices issued to an employee in their District. The Union will have the right to seek clarification of such notices.
- (g) Employees who feel they have been unjustly dealt with may appeal the Company's decision through the Union. Such appeal will be initiated at Step 1 of the grievance procedure as provided for in Article 16.06. However, where the decision to discipline, suspend or dismiss was made by the Manager of the Department concerned, the Union will have the right to initiate the appeal directly at Step 2.
- (h) The Company's decision in the case of an appeal may either uphold a previous Company decision, fully exonerate and reinstate the employee with no loss of pay or benefits, or render such intermediate decision as may be considered just and equitable.
- (i) Written Complaints - All written complaints about employees received by the Company will be open to inspection by representatives of the Union, and a copy given to the employee affected.

- (j) Disciplinary Records - Disciplinary actions resulting from misdemeanour offenses will be removed from an employee's record after one (1) year. Records of more serious disciplinary actions will be removed after two (2) years.
- (k) Personal File - Employees will be given access to their personal file upon request. When authorized by the employee in writing, Union representatives will be given access to an employee's personal file upon request.

ARTICLE 17 - HEALTH & SAFETY

17.01 The Company will take all necessary precautions to maintain safe, sanitary and healthful conditions at all work places and will, as a minimum, fulfill all of its obligations under Part II of the Canada Labour Code. Health and safety are of paramount importance to all personnel and all employees also have obligations under Part II of the Canada Labour Code, including the obligation to bring any situation which represents a hazard to the health and safety of the employees to the attention of the Health and Safety Committee/Representative.

17.02 Right to Refuse - It is recognized that consistent with the provisions of Part II of the Canada Labour Code, employees may refuse to use or operate a machine or thing, to work in a place or to perform an activity, if the employee while at work has reasonable cause to believe that:

- (a) the use or operation of the machine or thing constitutes a danger to the employee or to another employee; or
- (b) a condition exists in the place that constitutes a danger to the employee; or
- (c) the performance of the activity by the employee constitutes a danger to the employee or to another employee.

However, an employee may not, under this Article, refuse to use or operate a machine or thing, to work in a place or to perform an activity if:

- (a) the refusal puts the life, health or safety of another person directly in danger; or
- (b) the danger referred to above is a normal condition of employment.

17.03 The Company will post at a place accessible to every employee and at every place directed by a Labour Canada Health and Safety Officer:

- (a) a copy of Part II of the Canada Labour Code;
- (b) a statement of its general policy concerning the health and safety at work of employees;
- (c) any other printed material related to health and safety that may be directed by a health and safety officer or that is prescribed; and
- (d) will make readily available to employees for examination, in printed or electronic form, a copy of the regulations made under Part II that apply to the work place.

17.04.01 **Health and Safety Committees**

Health and Safety Committees will be established for each workplace according to the following:

Number of employees;	Committee Size;
20 – 199	One (1) selected by the Union One (1) selected by the Company
200+	Two (2) selected by the Union Two (2) selected by the Company

17.04.02 **Health and Safety Representatives** - At workplaces with less than twenty (20) employees, the Union will appoint a Health and Safety Representative.

- 17.04.03 **National Health and Safety Coordinator** - In addition to the foregoing, the Union will appoint an employee to the position of National Health and Safety Coordinator to be responsible for assisting Health and Safety Committees and Representatives in the discharge of their duties and for meetings with the Company at the Headquarters level on matters related to health and safety, including meetings of the Health and Safety Policy Committee.
- 17.04.04 **Health and Safety Policy Committee** - A Policy Committee will be established as required under Part II of the Canada Labour Code. The Union's National Health and Safety Coordinator will be the Union's representative on this Committee.
- 17.04.05 The Company and Union will advise the other of the names of the committee members and Representatives appointed. The Committees/Representatives will, as a minimum, fulfill their obligations under Part II of the Canada Labour Code including but not limited to meeting as required, monitoring all practices needed to enable the health and safety of employees and considering, without delay, all situations involving hazardous conditions and practices brought to its attention.
- 17.04.06 The Company will post and keep posted, in a conspicuous place or places where they are likely to come to the attention of employees, the names, work place telephone numbers and work locations of all of the members of the base Health and Safety Committee or of the Health and Safety Representative.
- 17.04.07 **Health and Safety Committee Members** - Health and Safety Representatives and the National Health and Safety Coordinator are entitled to such time from their work as is necessary to carry out their functions and any time spent by them while carrying out any of those functions will, for the purposes of calculating wages owing to them, be deemed to have been spent at their work.
- 17.04.08 Where practicable, no complaint will be instituted with the Government Agency concerned prior to presentation to the Health and Safety Committee.
- 17.05 **Protective Clothing, Devices and Safety Equipment** - Where the nature of the work or working conditions so require, employees will be supplied, at Company expense, all necessary protective clothing (excluding footwear), safety equipment and other protective devices, which will be maintained and replaced, where necessary, at Company expense. Employees are required to use these items where necessary.
- 17.05.01 In addition to the foregoing the Company will provide protective clothing to each employee, for their personal use, for de-icing of aircraft.
- 17.06 **Safety Footwear Allowance** - The Company will pay employees working in positions where the work or working conditions make the use of safety footwear mandatory a footwear allowance of eighty dollars (\$80.00) within thirty (30) days of hire or entry into a covered classification and eighty dollars (\$80.00) thereafter payable on the first pay in May and October of each year. Where a replacement is required due to a workplace accident, the allowance will be made available earlier. The maximum safety footwear allowance paid in a calendar year will be one hundred and sixty dollars (\$160.00). Subject to compliance with the Code and when approved in writing by an employee's doctor, non-CSA approved safety footwear will be covered under this Article.
- 17.07 Working alone**
- 17.07.01 No employee will be required to work alone or without regular observation between 2100 and 0600.

- 17.07.02 Any question with respect to this Article 17.07 will be referred to the employee's immediate supervisor who will rectify the matter.
- 17.07.03 If the employee's immediate supervisor is unable to rectify the problem, the matter will then be referred to the Health and Safety Committee/Representative, Company Safety Officer and the Union Representative.
- 17.07.04 The application of Articles 17.07.02 and 17.07.03 will have no effect on an employee's right to refuse under Article 17.02.

17.08 **Hearing Protection**

The Company shall provide CSA standard hearing protection, at no cost, for each employee, who perform duties on the ramp (including probationary employees), for their personal use.

17.08.01 **Audio Testing**

Employees in the Aircraft Service Division who are exposed to high levels of noise on an ongoing basis will be provided with annual audiometric testing. Other classifications will be included in this testing should the Health and Safety Policy Committee recommend such testing.

17.08.02 **Fitted Hearing Protection**

The Health and Safety Policy Committee will review the use of fitted hearing protection. Where the Committee finds that such hearing protection meets the required standards employees in the Aircraft Service Division who are exposed to high levels of noise on an ongoing basis with be provided with fitted hearing protection at the current cost sharing arrangement.

17.09 **Hazardous Material**

The Company shall inform employees of any hazardous material, which they will be required to handle, and of any special handling requirement for such material. All applicable Material Safety Data Sheets will be kept current and made available to employees.

17.10 **Bomb Threat**

The Company will not require employees to participate in searches of Company equipment, property or premises in the event of a bomb threat. While this provision does not preclude voluntary participation in such searches, the Company shall inform the employees that a bomb threat has been reported before requesting the employees to search or service the Company's equipment, property or premises.

- 17.11 **Inclement Weather** - Cabin Services personnel will be provided with heat and/or light in the performance of their duties should conditions so require. This shall not apply to emergency work on aircraft for immediate use.

ARTICLE 18 UNION-MANAGEMENT COMMUNICATIONS

- 18.01.01 It is recognized that meetings between the Company and the Union are essential to the maintenance of good relations between employee and employer and the establishment of mutual confidence and trust.
- 18.01.02 Union Management meetings will be held at least once each calendar quarter at the Headquarters level to promote better communications, mutual respect and understanding between the Company and its employees, to discuss ways and means of improving working conditions, methods, operating efficiency, maintenance of good morale and to provide for advance discussion of

changes effecting the work or working conditions of employees. The dates for such meetings will be established in advance but may be altered or cancelled by mutual agreement. Minutes of such meetings will be prepared and made available to all concerned following approval of both parties.

18.01.03 Union Management meetings will not be considered as being in lieu of the grievance procedures.

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18.02 Letter of Understanding

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

18.03 Union Representatives

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

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

18.03.03 Where the Union requests time off for employees to attend pre-scheduled educational training, the Company will, subject to being given a minimum two (2) weeks advance notice, ensure those employees so designated will be released from duty to a maximum of one (1) per location with additional employees released subject to operational requirements. Where less than-two (2) weeks advance notice is provided, the release from duty will be subject to operational requirements. The Union will request such time off from the Company at the Headquarters level and such requests to the company will afford as much notice as possible.

18.03.04 Time off for which the Company has agreed to absorb the cost on a lost time basis will include meetings with the Company. In addition, the Company will absorb the cost of lost time due to Union business up to a maximum of two thousand and eighty (2,080) hours per calendar year. Time from this bank will be limited to members of the Union Bargaining Committee, District Chairpersons and any other Union Executive.

18.03.05 Except as provided for in Article 18.03.04, the Union will bear the cost of all "actual time" lost by Union members and representatives while participating in activities authorized by the Union. This will include but is not limited to: Union conventions; executive meetings; and meetings to discuss internal Union business. The Union will provide reasonable notice and the time off will not be refused unreasonably.

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

18.03.07 Space available passes for transportation over the Company's lines will be issued on request and without service charge to Union Representatives who are Company employees and to any other

Union Representatives who are Union Vice-presidents or full time employees of the Union. When meetings with the Company are involved, the employee will be provided with free "positive space" transportation over the lines of the Company consistent with rules governing positive space business travel. Such passes will only be used in the execution of their duties.

18.04

Corporate Reorganization - In the event the Company changes ownership, merges with another Company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the Union recognition and/or certificate issued by the Canada Industrial Relations Board then in existence will not be affected in any way except as otherwise governed or directed by the board. The Company further agrees to enter into negotiations with the Union relative to protection of employees' seniority and other conditions of this Agreement. Failing settlement, the provisions of the Canada Labour Code will apply.

18.05

Technological Change - The Company and the Union agree that in the event of a technological change the Canada Labour Code provisions pertinent to technological change will apply.

18.06

Bulletin Boards - The Company will provide bulletin boards for the use of the Union at appropriate locations upon which the Union will have the right to post notices relating to matters of interest to the Union and the employees.

18.07

Orders in writing - All orders to an employee involving a change in locations or assignment, promotion, demotion, discipline, discharge, lay off, leave of absence and vacation dates will be stated in writing with copies to the employee's Union District Chairperson.

18.08

Company Manuals - The Company will make available to all employees, manuals and policies affecting the working conditions of employees and will provide copies of such, together with revisions thereto, to the Union as requested.

18.09 Paid Education Leave

18.09.01

The Company agrees to pay into a special fund, established by the Union, three thousand dollars (\$3000.00) per month for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies will be paid into a trust fund established by the National Union, CAW and sent on a quarterly basis by the Company to the following address: CAW Canada PEL Fund, 205 Placer Court, Willowdale, Ontario M2H 3H9 with cheques made payable to the CAW Leadership Training Fund.

18.09.02

Subject to having received adequate advance notice to allow the hours to be included in the monthly bid process, members of the bargaining unit selected by the Union to attend such courses, will be granted a leave of absence for up to twenty-three (23) days of class time, as required by the Union, plus travel time where necessary. Such time may be taken intermittently over a twelve (12) month period from the first day of leave. Employees on such leave of absence will be considered as being on time-off for Union business as provided for in Article 18.03.05.

18.10

Data to be supplied to the Union with each remittance required under Article 20.06, the Company will supply the Union with a list containing the following information:

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

- 18.11 New Employee Introduction - The Company agrees to allow a Union representative one (1) hour of time during new employee initial training, and without the presence of management, in which to address the new employee on various aspects of the Union and the collective agreement. The Union representative will be selected by the Union and the one (1) hour of time will be absorbed by the Company on a lost time basis. Any additional time required will be as provided for in Article 18.03.05.
- 18.11.02 The Company and Union recognize the value of training/orientation programs for employees. It is understood that the Company shall utilize their Training Instructors to provide required training for new or transferring employees within thirty (30) days of the commencement in the new position. No employee will suffer a loss of pay due to lack of available training. Extensions to this time period will not be unreasonably withheld.
- 18.12 Bilingual Communication - All bulletins posted by the Company in Quebec and New Brunswick will be in both official languages.

ARTICLE 19 - GENERAL

19.01 Uniforms

- 19.01.01 Uniforms will be worn and maintained by employees who are in a position established as requiring a uniform according to standards prescribed by the Company.
- 19.01.02 The cost of the initial uniform items will be shared equally between the Company and the employee and the employees' share will be payroll deducted at the rate of thirty dollars (\$30) per month from the last pay of the month. When a change in design or colour of a uniform item or accessory is implemented by the Company, the Company shall pay the full cost of the mandatory components for the initial issue.
- 19.01.03 Effective in the year following commencement of employment, a uniform account will be established for each employee. The Company will credit the account in the sum of three hundred dollars (\$300) annually, which is to be used for the purchase of replacement uniform pieces and accessories from the list below.
- 19.01.03.01 Basic uniform items and accessories shall be provided in the quantities indicated below. All uniform pieces shall have a useful life of twenty-four (24) months except all-weather coat, parka, winter scarf, and gloves) which shall have a life of thirty-six (36) months.

The Company personal identification pin (Brevet) will be paid one hundred percent (100%) by the Company and shall be worn to conform to Company uniform standards.

An initial CSA/STOC uniform will consist of:

	FEMALE	MALE
Jackets	2	2
Skirts/Pants	Any combination of 3 items	
One-piece Dress	1	
Trousers		3
Blouses/Shirts	8	8
Dress Scarves	2	
Ties		3
Belts	2	2
All weather coat	1	1
Winter Scarf	1	1

	FEMALE	MALE
Tapestry Vest	1	2
Cardigan	1	1
Maternity dress/jumper	Any combination of 2 per pregnancy	
Parka	1	1
Leather Gloves	1	1
Purse	1	

19.01.03.02 Northern bases will have the option of purchasing a down-filled uniform parka. The Company will pay 50% to a maximum of two hundred fifty dollars (\$250).

19.01.03.03 A pregnant employee will contact the Uniform supplier directly to order her maternity uniform. The items included in the maternity uniform are as supplied for Air Canada **Jazz**. These items may be totaled and interchanged for a combination of six (6) pieces.

19.01.03.04 The Company will maintain a serviceable supply of shop coats for CSA's who handle cargo.

19.01.04 Cleaning Allowance -The Company will provide a monthly cleaning allowance of forty five dollars (\$45) to employees who work any portion of the month in CSA/STOC classifications.

19.01.05 **Uniform Footwear Allowance** - The Company will pay employees a footwear allowance of eighty dollars (\$80.00) within thirty (30) days of hire or entry into a covered classification and eighty dollars (\$80.00) thereafter payable on the first pay in May and October of each year. The maximum footwear allowance paid in a calendar year will be one hundred and sixty dollars (\$160.00).

19.01.06 **Work Wear** - Work clothes will be provided to all employees working in Aircraft Services/Cargo.

19.01.06.01 On an annual basis, a supply of six (6) sets of work clothes, each set to consist of the following:

- A pair of work pants and
- One (1) shirt or
- One (1) coverall

Each employee will have the option of specifying any combination of these items, including specifying long or short-sleeved shirts or coveralls, up to a maximum of six (6) sets. In addition, employees will have the option of exchanging shirts as follows: each shirt may be exchanged for two (2) T-shirts or one (1) golf shirt (maximum two) or one (1) sweatshirt (maximum two) or one (1) turtleneck shirt (maximum two) on an annual basis and having one of their coveralls insulated.

19.01.06.02 The following items will be provided every two (2) years:

- One (1) winter parka
- One (1) light jacket
- One (1) belt
- One (1) light insulated vest

Each employee will have the option of exchanging a winter parka or light jacket for a mid-weight lined jacket.

- 19.01.06.03 Where the job duties require, employees will be provided with one (1) set of rainwear. Rainwear will have no specified life and will be replaced on an exchange basis, subject to Company approval.
- 19.01.06.04 **Maintenance and Cleaning** - The Company will provide a monthly uniform cleaning expense allowance of \$18.00 per month to all employees.
- 19.01.07 **Damaged Uniforms** - The Company shall repair or replace, at no cost to the employee, any part of a damaged uniform when such damages were caused while performing duties and not by the negligence of the employee and provided proof thereof is furnished.
- 19.01.08 Employees shall be permitted to wear an official Union or Local Union membership pins on their uniforms.
- 19.01.09 **Joint Uniform Committee** - The Company and Union will each appoint members to a Joint Uniform Committee which will be responsible for recommending style, colour and material of uniforms.

19.02 Copies of Agreement

- 19.02.01 The Company and the Union desire that all levels of Management and all employees affected by this Agreement be familiar with the provisions herein. For this reason, all employees and all levels of Management concerned will be given a copy of this Agreement, and any subsequent changes including Letters of Understanding, in both official languages if desired.
- 19.02.02 As soon as practical, the Company and the Union will meet to prepare a final draft of the Collective Agreement and to agree upon the arrangements necessary for the printing of the Agreement. The Union will be responsible for the typing of the final draft and the Company will be responsible for the cost of the printing and translation of the Agreement.

19.03 Benefit and Insurance Plans

- 19.03.01 Benefit and insurance plans have been referred to the parties for further discussion for a period of ninety (90) days, or a date mutually agreed, so as to provide an opportunity to develop a mutual understanding of the content of the integrated plans, and to implement the standardized plan across the bargaining unit.

Cost sharing of 75% Company/25% employee will remain in effect for the term of the Agreement.

- 19.03.02 In the event of a dispute between the employee/Union and an insurer or carrier concerning the payment of benefits under any such policies or plans, the Company will, if requested by the employee/Union, discuss the matter with the insurer or carrier as the case may be in an attempt to adjust or settle the dispute and the employee/Union will be advised accordingly.

In the event the dispute results from a conflict between the summary of the employee's benefit plan and the terms of the contract or contracts with the insurance carrier(s) through no fault of the employee, the document providing the greater benefit will prevail and, if necessary, the Company will be responsible for providing the benefit(s). The Company reserves the right to make the necessary correction to the summary which would then apply in the future.

In the event the dispute involves the Company's failure to arrange for the necessary coverage with the result that the employee is denied coverage under the plan(s) by the carrier(s), or the coverage provided is not to the extent required, the Company will be responsible for providing the benefit(s).

19.03.03 **Continuation During Leave** - Employees who wish to continue their participation in benefit and insurance plans during a leave of absence without pay, except maternity or child care leave, or layoff may do so, within the limits of the various plans. Such employees will, in addition to their share, be responsible for the Company's share of the premiums for such plans in accordance with arrangements made between the Company and the employee.

Employees on maternity or child care leave who wish to continue their participation in benefit and insurance plans during their leave may do so subject to the employee, within a reasonable time, paying the employee share of the contributions for such plans for the period of the leave.

19.03.04 **Delayed Disability Claims** - For any period of total disability and where either the employee's Workers' Compensation or Accident and Sickness Insurance claim has been delayed, the employee will, subject to completing an assignment form agreeing to reimburse the Company, receive an amount equal to the anticipated benefit for the period not exceeding sixty (60) calendar days

19.04 **Pension Plan** - All employees will be enrolled in the Pension Plan on the first day of the month following successful completion of the probation period. Each participating employee is required to make contributions by payroll deduction equal to 5% of their monthly earnings (including premiums, overtime and statutory holiday credits). The Company will contribute an equal amount on behalf of the employee each month. Additional voluntary contributions by the employee will be as provided for in the plan.

19.04.01 During periods of absence due to maternity leave, child care leave or short term disability, the employee will have the opportunity to elect to make regular required contributions during the period of absence, either on a monthly basis or by lump sum based on their rate of pay immediately prior to the leave. Where the employee elects not to make their regular required contributions, the employee will have a twelve (12) month period following their return to work in which they may elect to implement the buy-back of service lost by contributing a predetermined amount, not to exceed 18% of their total income. In both cases, the Company will contribute an equal amount on behalf of the employee, up to the maximum of the five (5%) per cent.

19.04.02 The Union will appoint up to two (2) representatives to the Joint Pension Committee. Time off will be handled pursuant to Article 18.03.

19.04.03 Employees who currently are not members of the plan will have the option of joining the plan at any time.

19.05 Out of Base Allowance

19.05.01 Any employee who in the performance of their work is required to be away from their home base will receive all reasonable costs of hotel accommodations, transportation, laundry, parking and other requirements and will be paid the following meal allowance during any part of each of the following periods:

Breakfast	0600 - 0900	\$10.00
Lunch	1100 - 1400	\$15.00
Dinner	1700 - 2000	\$25.00

19.05.02 Expenses outlined in this Article will be paid in US dollars when the assignment is outside of Canada.

19.05.03 All reasonable costs of hotel or motel accommodations (single basis) will be paid by the Company. A hotel room will be booked, at the request of the employee, if more than five (5) hours are to elapse between the end of an out of base assignment and the Company arranged flight departure back to home base. Hotels/motels used will be the same as those used by other Company employees.

19.05.04 An employee filling a relief assignment at another base will be paid a premium of ninety cents per hour for all time worked at the other base which will be in addition to any other premiums and allowances. The foregoing will not apply to an employee required to be away from their base to attend a training course.

19.05.05 Employees who work special assignments and are required to be away from their home base will be paid an allowance of \$25.00 for each twenty four (24) hour period in addition to any other premiums and allowances.

19.06 **Out of Location Allowance**

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

- The employee will be entitled to report to their location at the start of their shift.
- If the employee reports to their location, necessary and reasonable travel time between the employee's location and the place where the work is to be performed will be considered as time worked.
- If requested by the employee, the Company will provide or arrange for the employee's transportation from their location to the place where the work is to be performed.
- Subject to prior approval by the Company, the employee may use their own transportation to travel to and from the place where the work is to be performed. In such cases, the employee will receive automobile expenses at thirty cents (30¢) per kilometer, or such greater amount as provided for under Company policy. Parking expenses supported by receipts will be reimbursed.
- If the employee elects to report directly to the other place, travel time will not apply. However, automobile and parking expenses will be as provided in the foregoing.

19.07 **Moving Expenses**

Employees will be entitled to moving expenses outlined in this Article if they are displacing the most junior employee in their classification if they are laid off, or if they are displacing another employee or filling a vacant position as a direct result of the closure of their base.

Other employees moving as a result of either a lay-off or being bumped will be entitled to moving expenses of up to \$5,000.00 upon submission of receipts related to the costs of moving.

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

19.07.02 Automobile expenses at thirty cents (\$0.30) per kilometre, or such greater amount as provided for under Company policy, for the movement of the employee's automobile to the new base. A second automobile may qualify for the expenses subject to the relative cost of shipping.

19.07.03 Relocation expenses of one thousand five hundred dollars (\$1,500.00) to cover resettlement costs. The amount shall only be claimed when an actual move occurs. Relocation expenses in excess of the non-taxable limit set by Revenue Canada (currently \$650.00) will be supported by original receipts or a letter from the employee certifying that they will incur expenses as per the non-accountable expense listing which is provided by Revenue Canada.

19.07.04 Costs associated with the sale of the employee's present home or the breaking of the lease of their present home and/or the purchase of a new home at the new base. Such costs will include real estate fees, legal and notarial fees, etc., up to a maximum of seven thousand five hundred (\$7,500.00). Receipts will be required.

- 19.07.05 Reasonable living expenses for the employee and dependent members of their family at the new base for a period not exceeding two (2) weeks. Receipts will be required. In extenuating circumstances this period may be exceeded in which case special arrangements will be made with the authorization of the department head.
- 19.07.06 Time off with pay for five (5) calendar days at such time as the employee deems necessary for the establishment of a permanent domicile at the new base, subject only to operational requirements.
- 19.07.07 Moving expenses for personal effects of up to 6,818 kilograms (15,000 pounds) gross weight provided the employee moves their residence to a place within their new base. Should an employee elect to move their residence to a place outside of their new base, the employee will be allowed only those moving expenses applicable to a move within their new base.
- 19.07.08 The Company will provide employees who are eligible for a Company-assisted move with the full details of the moving allowances and any other assistance available as soon as the move is known or upon request by the employee.
- 19.07.09 Any expenses to be paid pursuant to this Agreement will be paid to the employee no later than twenty-one (21) calendar days following submission of the claim by the employee.

19.08 Training

- 19.08.01 When various training dates are available for required training outside an employee's base, employees will be allowed their choice of dates in order of seniority. An employee who has been transferred into a base after the selection of available training dates has occurred will not interfere with the employee choices already made and such employees will be offered the dates which remain available.

19.08.02 Overtime: Training and travel

Any assigned overtime which arises out of training or travel will be considered as time worked and will be banked accordingly. Where training interferes with an employee's regular days off, the Company will endeavor to reschedule the days off owing to the employee immediately prior to or following training. However, where the above is not possible, the rescheduled days off will be scheduled in accordance with the wishes of the employee, subject to the availability of replacement staff, if required or be paid out at the applicable overtime rates.

- 19.08.03 An employee who travels and/or attends training outside of their scheduled shift shall be entitled to receive the following credits:

- (a) If the employee is traveling by air, travel time will be based on the scheduled departure time and the actual time of the flight including connection time and one (1) hour for pre-flight ground time, subject to the minimum four (4) hour call in under Article 7.04.
- (b) Training time, including meal and rest periods on a day off will be credited at a **minimum** of eight (8) hours at the applicable rate.

In no event shall an employee lose regular pay as a result of training and travel for the purpose of attending training on a regular scheduled day. In addition, no employee will be required to travel, train and work at their regular duties on the same day nor will an employee be required to travel back to their station and work at their regular duties on the same day for a total time in excess of their scheduled shift. When training is on base employees will not be expected to return to work when the training is for a full day.

- 19.08.04 The Company will designate the hotel(s) (single accommodation) that employees will utilize, including mode of transportation used, while away from base on training. However, in the interest

of accommodating employee desires, a different hotel other than that designated by the Company may be used provided that the total cost of such accommodation, including transportation and applicable taxes, does not exceed the cost of that supplied by the Company. All expenses must be substantiated by receipts. The employee is responsible for the cancellation of the room booked by the Company, and for any cancellation charges. The employee will be responsible for booking alternate accommodations.

19.08.05 It is recognized that employees must be available for training. If for reasons beyond the employees control the employee cannot attend training, the Company will make every reasonable effort to train the employee at another time or at his/her base.

19.09 Human Rights

19.09.01 Employees will not suffer any harassment nor will they be discriminated against by the Company and/or Union, or any of the officers or agents acting on their behalf, with respect to terms or conditions of employment on the grounds of sex, race, colour, nationality, ancestry, place of origin, language ability, family relationship, place of residence, political affiliation, sexual orientation, disability, or failure to act on a directive which is illegal or contrary to any provisions of this Agreement.

19.09.02 The Company further commits that no employee covered by this Agreement will be unlawfully interfered with, coerced or discriminated against by the Company, its officers or agents, because of lawful activity on behalf of the union.

19.09.03 **Workplace Harassment** -The Company and Union are committed to providing a harassment-free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis or grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds as stated in the Canadian Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Company facility and includes areas such as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms, verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendoes, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic background, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos, visual materials;
- Refusal to work or converse with an employee because of their racial background, gender, etc.
- Unwanted physical conduct such as touching, patting, pinching, etc.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation;

Harassment is not:

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

Filing a Complaint:

If an employee believes he/she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behavior;
- Inform the individual that is doing the harassing or the discriminating against you that the behavior is unwanted and unwelcome;
- Document the events, complete with times, dates, location, witnesses and details;
- Report the incident to Supervisor/Union Representative.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union Representative/Company Official.

Investigation:

Upon receipt of the complaint, the Supervisor/Union Representative contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Human Resources Manager or designate and the Union District Chairperson.

A formal investigation of the complaint will then begin by the Union District Chairperson and Human Resources Manager or their designates, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed. Should the complaint involve sexual harassment/discrimination, the process will include a person of the same sex as the complainant.

Resolution:

The Union District Chairperson and Human Resources Manager or their designates will then complete a report on the findings of the investigation. The Chairperson and Human Resources Manager will make a determination on an appropriate resolution, and ensure the resolution is fair and consistent with the intent of the Company and National CAW policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, if unresolved, it will be inserted into Step 2 of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in a location agreeable to all parties.

All employees have the right to file a complaint with the Canadian Human Rights Commission and to seek redress under the Human Rights Code.

The Company and the Union agree that changes may be made to this policy by mutual agreement.

19.10

Employee and Family Assistance Program - It is recognized that in the airline industry people encounter a wide range of problems not necessarily associated with job functioning, but which can

have a serious effect on family, friends, health and ultimately their ability to maintain good and safe work performance.

It is also recognized that many human problems can be successfully treated provided they are identified in their early stages, and referral is made to an appropriate professional resource. This is true whether the problem is one of alcoholism, drug dependency or other medical/social problems.

The Employee and Family Assistance Program has been developed in order to offer employees and their families access and information to professional resources when they are experiencing problems which may affect their health, their relationships with others or their job performance.

All employees, retirees and immediate family members (including traditional and non-traditional family members living under a common roof, as well as dependent children who may not be residing in the home) have the right to participate without fear of job recrimination and regardless of their status.

The decision to accept or reject assistance is the responsibility of the individual and no employee will be compelled to participate.

- 19.11 **Picket Line** - An employee in the bargaining unit covered by this agreement shall have the right to refuse to cross a legal picket line if his/her safety is in jeopardy. Failure to cross such picket line in such circumstances shall not be considered a violation of this agreement and shall not be cause for discipline or discharge; however, the employee(s) will be deducted pay for time off.
- 19.12 **Locker/Storage Facilities** - Employees working in the Aircraft Services division will be entitled to full size lockers where space permits installation.
- 19.13 **Parking** - Parking will be provided by the Company for present positions at airport locations. Existing plug-ins will continue to be provided.
- 19.14 **Legal Protection** - The Company will, upon receipt of written request from an employee, defend or participate in the defense of that employee or their estate, to the degree requested, in any legal action arising in connection with the performance of their duties, and will protect and hold them harmless from any judgment rendered in the performance of their duties, save in the case of gross negligence or willful misconduct. The employee will receive their regular rate of pay for the time lost due to attendance at meetings with their legal counsel and any Court appearances, and reasonable expenses incurred as a result.
- 19.15 **Use of personal Vehicle** - Employees will not be required to use their personal vehicle for Company business.
- 19.16 **New Bases** - Whenever the Company establishes a new base covered by this Collective Agreement, it will announce its decision and the expected time of activation of such new base to the Union as soon as possible.
- 19.17 **New Classifications** - Where the Company establishes a new classification, the appropriate classification wage rates and progressions shall be negotiated.
- 19.18 **Cash Advances** - The Company agrees to continue the practice regarding cash advances.
- 19.19 **Selection Process - Leads and Senior Leads**
- 19.19.01 The Company shall establish all Lead and Senior Lead schedules based on operational requirements and in accordance with Article 6.03.02 and 6.03.03.

- 19.19.02 The Company shall schedule time for performing the additional duties and responsibilities of a Senior Lead.
- 19.19.03 The decision to introduce, maintain or terminate a Lead or Senior Lead position will rest with the Company.
- 19.19.04 Leads and/or Senior Leads will not be directly involved in the discipline of another employee.
- 19.19.05 **Lead Positions:**
- 19.19.05.01 Bids for Lead positions will only be accepted from qualified employees in that classification and location.
- 19.19.05.02 Qualifications shall be established by the Company, where two or more applicants have the qualifications, seniority shall govern the appointment.
- 19.19.05.03 The Company will assess the ability of the employee to do the job during an appropriate trial period not to exceed 60 days. If the employee cannot effectively perform the job, they will be returned to their former position. The Company will not curtail the trial period without just cause before it has run its normal course.
- 19.19.05.04 Temporary vacancies will be filled in seniority order by qualified employees at the location.
- 19.19.05.05 In the event of a reduction in the number of Lead positions the reduction will be effected in reverse order of seniority.
- 19.19.05.06 A Lead Agent may relinquish his/her position with at least 30 days notice. The Lead will be returned to his/her former position.
- 19.19.06 **Senior Lead Position:**
- 19.19.06.01 All permanent positions will be posted on a system-wide basis.
- 19.19.06.02 Temporary vacancies, including the time required to fill a Senior Lead job posting, will be filled by Leads, in seniority order, at the location where the vacancy occurs. Where Leads decline the position it will be filled in seniority order by qualified employees at the location. Employees will be paid the Senior Lead rate for the duration of the vacancy.
- 19.19.06.03 Qualifications shall be established by the Company and an interview process will be used to determine whether an applicant has the qualifications to do the job. Where two or more applicants have the qualifications, seniority shall govern the appointment.
- 19.19.06.04 The Company will assess the ability of the employee to do the job during an appropriate trial period not to exceed 180 days. If the employee cannot effectively perform the job, they will be returned to their former position. The Company will not curtail the trial period without just cause before it has run its normal course.
- 19.19.06.05 Upon the delivery of written notice and demonstration of just cause, the Company may relieve a Senior Lead of their duties and return them to the schedule at the base at which they were assigned provided they have the seniority to hold the position. If the Senior Lead does not have the seniority they may exercise their rights under Article 12.

ARTICLE 20 - CHECK OFF

- 20.01 The Company will deduct on the payroll for each period from wages due and payable to each employee coming within the scope of this Agreement such sum as may be uniformly assessed by the Union Constitution subject to the conditions set forth herein.
- 20.02 The amount to be deducted will not be changed excepting to conform with a change in the Union's Constitution.
- 20.03 Deductions will commence on the payroll for the first pay period of the calendar month following the first date of employment in a position covered by this agreement.
- 20.04 If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction will be made from wages of such employees by the Company on that payroll. The Company will not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.
- 20.05 Only payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds will be made from wages due and payroll prior to any deductions under this Article 20.
- 20.06 The amount so deducted from wages, accompanied by a statement of deductions from individuals, will be remitted by the Company to the Union, as may be mutually agreed by the Company and the Union, not later than thirty (30) calendar days following the pay period in which the deductions are made.
- 20.07 At the same time that income tax (T4) slips are made available, the Company will provide each employee from whom deductions were made with a statement of the amount of such deductions made in the previous year.
- 20.08 The Company will not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction pursuant to this Article from an employee's wages, the Company will adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company will adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article, will terminate at the time it remits the amounts payable to the Union.
- 20.09 In the event of any action at law against the parties hereto resulting from any deduction or deductions made from payrolls or to be made by the Company pursuant to the first paragraph of this Article, both parties will co-operate fully in the defense of such action. Each party will bear its own cost of such defense except that if, at the request of the Union, Counsel fees are incurred these will be borne by the Union. Save as aforesaid, the Union will indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payroll.

ARTICLE 21 - DURATION

- 21.01 This Agreement is effective June 29, 2002, except as otherwise provided herein, and will continue in full force and effect until June 29, 2005, and may be varied by mutual agreement, in writing, between the parties hereto. It will remain binding thereafter from month to month unless notification, in writing, to reopen the Agreement is served by either of the parties hereto four (4) months prior to the expiry date, or any continuation of expiry date, on a month to month basis, subject always to Article 21.03.

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

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

LETTER OF UNDERSTANDING #1 - PART TIME EMPLOYEES

L1.01 The Company will staff its operation with full time employees whenever possible. It is recognized, however, that the use of part time employees may be required in certain situations. Therefore, the following will apply in the use and employment of part time employees:

L1.02 Preferential Bid:

L1.02.01 The Union and the Company agree to a preferential bidding system so that each employee is awarded their choice of shifts, days off or other duties specified by the Company in accordance with their seniority as detailed in these scheduling rules.

L1.02.02 Work available for a preferential bid will consist of, but not limited to, vacation, banked stats, banked time, training requirements, leaves of absence, additional staff requirements, and core blocks of work.

L1.02.03 Duties and work schedules bid by seniority preference will be posted for bidding purposes fourteen (14) days prior to the first day of each month. It shall be the responsibility of each base and/or location to determine their own bidding protocol.

L1.02.04 Employees will complete the bidding process ten (10) days prior to the first day of each month.

L1.02.05 Work schedules will be posted seven (7) days prior to the first day of each month

L1.02.06 The days that a part time employee is on vacation, banked day, training or on leave of absence (minimum four (4) hours in duration) for part of the bid period will be placed on the employee's schedule prior to bidding any work. Such days are not available for any assignment.

L1.02.07 Part time employees shall select shifts up to forty (40) hours per week

L1.02.08 No part time employee shall schedule themselves more than five (5) days within a seven (7) day period.

L1.02.09 There shall be no scheduled split shifts.

L1.02.10 A shift will be a minimum of four (4) hours.

L1.02.11 There must be nine (9) hours between shifts.

L1.02.12 Once a monthly assignment has been awarded, it become guaranteed.

L1.02.13 At the end of the bidding process work assignments not selected shall be assigned in reverse of order of seniority to eligible employees in accordance with all scheduling rules.

L1.03 Ad Hoc Rules - Part Time Employees

L1.03.01 Ad hoc work is work that becomes available after the shift schedule has been posted.

L1.03.02 Part Time employees who are eligible to work may place their name on a daily time sheet indicating they will be available for work. These employees will be called first in order of seniority.

L1.03.03 In order to maximize hours on a daily basis it is understood that part time employees already assigned work are also offered daily available ad hoc work.

- L1.03.04 Part time employees who have not exceeded thirty six (36) hours in the previous week may accept hours in the current week up to and including forty-four (44) hours at straight time rates of pay before they are offered **as** overtime.
- L1.03.05 Ad hoc shifts **will** be covered in the following manner:
- (a) entire shift is offered, in order of seniority, at straight time hours;
 - (b) if unable to fill shifts as per (a) above, then, partial shifts are offered, in order of seniority, at straight time hours (provided that no part of a shift is less than 4 consecutive hours) and then;
 - (c) offered as overtime, in order of seniority (to full and part time) to those who have not declined the hours at straight time.
- L1.03.06 A part time employee may elect to work six (6) days within a seven (7) day period in order to maximize hours.
- L1.03.07 Non-discretionary ad hoc work due to illness, injury, bereavement/compassionate leave (where approved), jury duty, paternity leave, or vacation entitlement granted in accordance with Article 15 shall be offered first in accordance with this Article. Such work assignments not selected shall be assigned in reverse of order of seniority to eligible employees in accordance with all scheduling rules.
- L1.03.08 Part time employees assigned shifts shall be given no less than two (2) hours notice to report for work.
- L1.03.09 Frequent unavailability for work is defined as being unavailable for work fifty (50%) per cent or more of all shifts offered on a monthly basis, but does not include an employee who is:
- working and is offered a split shift
 - offered a shift after working five (5) consecutive days
 - offered an overtime shift
 - absent on approved vacation
 - on prone rest, where it would be compromised
 - absent due to bereavement or compassionate reason
 - scheduled for a shift and is offered an alternate shift on the same day
 - working on an approved shift trade

Part time employees who maintain an unavailability rate of fifty (50%) per cent or greater, for a period of three (3) consecutive months may be subject to disciplinary action.

L1.04 Overtime

- L1.04.01 Periods of work of less than four (4) hours at the end of a shift will be offered in the following order:
- full time on duty (overtime rates apply)
 - part time on duty (at straight time to forty (40) hours a week)
 - assign junior part time employee in which case overtime rates apply
- L1.04.02 Part time employees **will** be paid overtime for all hours worked in excess of forty (40) hours per week.
- L1.04.03 For a part time employee covering a full time shift overtime rates would apply for hours in excess of the longest **full** time shift on the base.

L1.05 Benefits

L1.05.01 **Part** time employees will be entitled to the same benefits as full time employees.

L1.05.02 Employees in receipt of benefits as at the ratification date of this agreement will retain their benefits; unless they are able to bid shifts to the threshold of twenty (20) hours per week averaged over a three (3) month period, and fail to do so.

L1.05.03 New hires and employees who are not entitled to benefits must average twenty (20) hours per week worked over three (3) months to qualify for and retain benefits.

L1.06 Statutory Holidays

L1.06.01 **Part** time employees not working on a Statutory Holiday but who have worked or have received pay for more than twelve (12) days in the previous thirty (30) calendar days shall receive a credit equivalent to their average daily earning (not including overtime) the previous thirty (30) days. (See example).

Sum of the hours paid during previous thirty (30) days	Divided by	No. of days paid in previous thirty (30) days
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Such hours may be paid or credited at the employee's option.

L1.06.02 **Part** time employees not working on a Statutory Holiday who have worked or have received pay for fewer than twelve (12) days in the previous thirty (30) calendar days shall receive a credit equivalent to one twentieth (1/20) of the previous thirty (30) calendar days earnings.

LETTER OF UNDERSTANDING #2 - MAINTENANCE OF PRACTICES RELATED TO THE USE AND SCHEDULING OF PART TIME EMPLOYEES

During bargaining the Company and Union recognized that certain bases should be permitted to continue their long-standing practices related to the use of part time employees. Furthermore, it is agreed that full time employees where those practices have existed should not be concerned that their job security will be impacted by the introduction of new practices of scheduling part time employees. Therefore, and while the ultimate goal is to have all bases follow the same practices, it was agreed that the following would apply during the term of this Agreement.

L2.01 The Company commits that permanent full time positions which exist as of the effective date of this Agreement in the following bases will not be reduced as a result of the provisions of Letter of Understanding No. 1 - Part time Employees:

<u>OK Bases</u>	<u>GX Bases</u>	<u>ZX Bases with (Aircraft Services only)</u>
YBG	YAM	YYJ
YDF	YQG	YCD
YQB	YSB	YVR
YQI	YTS	
YQX	YTZ	
YQY	YXU	
YSL	YYB	
YUY	YYZ	
W O	YZR	
YYR		
YYY		
YZV		
ZBF		

L2.02 In the GX bases listed in L2.01 the following provisions, which originate from the Air Ontario/CAW-Canada Agreement No. 10, will continue to apply in lieu of the provisions of Letter of Understanding No. 1 - ~~Part~~ time Employees:

Part Time Employees

L2.02.01 The Company will staff its operation with full time employees whenever possible. It is recognized, however, that the use of part time employees may be required in certain situations. Therefore, the following will apply in the use and employment of part time employees.

L2.02.02 The Company may utilize a maximum of three (3) part time employees at each base in each five (5) hour coverage period provided for in L2.02.04 in each of the classifications of Customer Service Agent and Ramp Attendant. The Company may also utilize a maximum of three (3) part time employees in the STOC classification. Utilization in any other Classification shall be as mutually agreed between the Company and the Union at the Headquarters level.

L2.02.03 The standard work week will be twenty (20) hours. The standard work day will be four (4) hours including a rest period. Standard shift schedules for part time employees will comprise of the standard work week of twenty (20) hours which contain five (5) standard work days of four (4) hours each including a rest period. Meal periods will be added consistent with the provisions of Article 6.07. Where operational requirements are such, the standard work day may be varied in span following the same principles as established in Articles 6.01.02, 6.01.02.01 and 6.01.03. When two (2) or more part time employees are scheduled to cover a period of time, the total combined coverage will not exceed five (5) hours from the time of the commencement of the first

part time employee's shift and the termination of the last part time employee's shift. When more than one period of coverage is required in the same day there will be a minimum of three (3) hours between the termination of one period and the commencement of another.

L2.02.04 One (1) rest period will be included in each part time shift. One-half (½) a meal period will be included consistent with the provisions of Article 6.07. In the event a majority of the part time employees affected so desire, the meal and rest periods may be joined into one period, provided Management and the Union District Chairperson agree to such an arrangement. Such period(s) will be scheduled in such a manner as to provide the benefits for which it is intended.

L2.02.05 In cases where full time employees do not wish, or are not available to fill necessary overtime requirements, part time employees may be used. Overtime credits will be calculated and paid consistent with Letter of Understanding No. 1 – Part time Employees.

L2.02.06 For holidays which fall on a part time employee's day off, the employee will be credited with four (4) hours. When a holiday falls on a working day, the employee will receive a credit equal to one and one-half times (1-½ X) the length of that work day.

L2.02.07 Vacations will be bid separately by status and the vacations of employees in one status will not be affected by the vacations of employees in the other status.

L2.02.08 The following will apply in the application of Article 13.04 (Time **Bank**) to part time employees:

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

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

L2.02.09 During periods of training, a part time employee may be scheduled for the same hours as a full time employee (including rest and meal periods).

L2.02.10 Part time employees will enjoy the same benefit and insurance plans as established for full time employees with the same levels of Company/employee contributions.

Temporary Employees

L2.02.11 It is recognized that it is most desirable to staff the Company's operation with permanent employees whenever possible. Occasionally, however, it may be necessary to employ personnel to fill vacancies of a temporary duration. When such employment is utilized, care must be taken to avoid added burdens or deterioration of working conditions of other employees resulting from a lack of training of the personnel filling temporary vacancies.

L2.02.11.01 The Company may declare temporary vacancies for any of the following reasons:

L2.02.11.01.01 A temporary increase in work load not to exceed ninety (90) calendar days. Each such period at a location shall be separated by at least **thirty** (30) calendar days or such less time as may be mutually agreed to by the Company and the Union.

L2.02.11.01.02 To replace employees absent due to leave of absence, including illness and accident, not to exceed ninety (90) calendar days.

L2.02.11.01.03 To replace employees on vacation in a location or group of locations where less than two hundred and ten (210) calendar days vacation is scheduled in any calendar year. However, during the

months of May through September and December, the Company may use temporary employees to replace employees on vacation regardless of the number of calendar days vacation in the location or group of locations. This limit will not apply during the years 2003 and 2004 due to the additional vacation being taken in those years as a result of the change to current vacation.

- L2.02.11.01.04 To replace employees on maternity, child care and adoption leave, not to exceed the length of the leave.
- L2.02.11.01.05 To replace employees on time off for Union business.
- L2.02.11.01.06 To replace employees released for training.
- L2.02.11.01.07 During the months of May through August, the Company will be entitled to utilize students on summer holidays to fill temporary vacancies for up to one hundred and twenty-three (123) calendar days, notwithstanding that the duration of those vacancies may otherwise be limited by the foregoing. Such students must be bona fide students of a recognized educational institution (i.e., secondary school, college or university) and must be dispensed with no later than August 31. In hiring such students, preference will be given to employee family members who are capable of performing the work.
- L2.02.11.01.08 To replace employees on a Training Instructor Special Assignment under Article 8.05.04.
- L2.02.11.01.09 During the months of May through September and December, to replace employees requesting time off pursuant to Article 13.04.02.
- L2.02.12 The Company will advise the Union District Chairperson in writing and in advance as to the reason and duration of the temporary vacancy and the name of the person filling the temporary vacancy. Where advance notice is not possible, such advice will be provided no more than seven (7) calendar days following the commencement of the temporary vacancy.
- L2.02.12.01 When a temporary vacancy is declared, the duration may be extended by mutual agreement between the Company and the Union at the Headquarters level provided such agreement is achieved prior to the original termination date.
- L2.02.13 Staff reductions in a classification in a base which may occur while a temporary employee is filling a temporary vacancy in that classification and base will be handled as follows:
 - 1) If the staff reduction occurs in the same status as the temporary vacancy, the temporary employee will be released from duty with the balance of the temporary vacancy being filled by a permanent employee.
 - 2) If the staff reduction occurs in the other status, the permanent employee being affected will be offered the ability to fill the balance of the temporary vacancy. If accepted, the temporary employee will be released from duty and the permanent employee will be considered to be on a temporary change of status pursuant to the provisions of Article 12 with Article 10.06 applying, if necessary, at the end of the temporary vacancy as applicable to the employee's original status. If the temporary change of status is declined, the permanent employee will be handled as required under the provisions of Article 10.06.
- L2.02.14 Temporary employees filling temporary vacancies will be subject to the following:
 - L2.02.14.01 The duties performed will be in accordance with Article 4.

- L2.02.14.02 Rates of pay will be in accordance with Article 5 and all premiums and allowances payable will be paid except that employees working for less than one (1) full calendar month or multiples of a full calendar month will be paid at the hourly equivalent rate for each hour worked.
- L2.02.14.03 Hours of work will conform to Article 6. Temporary employees will follow the scheduled shifts of the employee who is absent or, in the case of Article L2.02.11.01.01, the scheduled shifts of a newly created sub-schedule.
- L2.02.14.04 Use for relief duties in accordance with Article 19.19.05 is strictly prohibited.
- L2.02.14.05 Time spent filling a temporary vacancy will apply to the probationary period described in Article 9 of this Collective Agreement if the temporary employee should become permanent during a period in which they are accruing service as provided for in L2.02.14.06.
- L2.02.14.06 Seniority will not be accrued. However, a temporary employee will accrue service for the purposes of the provisions of this Letter of Understanding according to the following:
- (a) Service will commence based on the first date on which the employee commences work (including training) in a temporary vacancy.
 - (b) Interruptions in periods of temporary employment of thirty (30) calendar days or less will not affect an employee's accrual of service.
 - (c) Interruptions greater than ~~thirty~~ (30) calendar days will be considered a termination of employment and will result in the loss of all service accrued.
 - (d) A temporary employee who becomes permanent will be given credit for service accrued and retained to the date on which they become permanent and will carry-over any benefits or rights accrued.
- L2.02.14.07 At the conclusion of the temporary vacancy, the temporary employee will be released from duty, subject to their being utilized to fill another temporary vacancy. Termination of employment will occur as provided for in L2.02.14.06(c).
- L2.02.14.08 The provisions of Article 14 will not apply and all credits will be cleared from the temporary employee's time record at the end of each pay period and identified and paid on the pay cheque for each pay period.
- L2.02.14.09 Vacation pay will be based on the temporary employee's service and will be in accordance with Article 15.05. Vacation pay will be paid by January 31 of each year or upon termination as provided for in L2.02.14.06(c).
- L2.02.14.10 Work clothes will be provided as described in Article 19.01. Basic uniforms, consisting of items determined by the Company to be necessary will be provided at the same cost as the cost to permanent employees. The uniform maintenance and cleaning allowance, provided for in Article 19, will be paid to all temporary employees filling a temporary vacancy where a uniform is required.
- L2.02.14.11 Temporary employees will be represented by the Union and will pay Union dues assessed on the gross basic pay. They will have full rights to Article 16 of this Collective Agreement excluding appeals under Article 16 when released from duty at the end of their term of employment or, if hired to fill the temporary vacancy described in Article L2.02.11.01.01, when the work load decreases or, if terminated as provided for in L2.02.14.06(c).

- L2.02.14.12 Temporary employees with at least six (6) months of service will be allowed sick leave in accordance with Article 11.10.
- L2.02.14.13 Temporary employees with at least six (6) months of service will be entitled to receive the same level of free and reduced rate transportation afforded to permanent employees on the Company's system only.
- L2.02.14.14 Temporary employees may apply for a vacancy which is not filled under the provisions of Article 12.
- L2.02.15 Temporary employees will be advised of their term of employment in writing, copy to the District Chairperson, prior to being hired or used to fill a temporary vacancy, including conditions of employment detailed above.
- L2.02.16 Nothing in the foregoing will result in a reduction of the work staff.
- L2.03 Notwithstanding the provisions of L2.02, the parties at the Headquarters Level may agree to introduce, on a trial basis, some or all of the provisions of Letter of Understanding No. 1 - Part time Employees. It is understood that such trial period will not obligate either party to continue to use the provisions of that letter beyond the trial period.
- L2.04 In addition, the parties at the Headquarters Level may agree to permanently and irrevocably introduce the provisions of Letter of Understanding No. 1 - Part time Employees. In such cases, the provisions of L2.02 will no longer be applicable to the base(s) where the introduction has taken place.
- L2.05 The provisions of this letter will expire on the eve of the term of the agreement set out in Article 21.

LETTER OF UNDERSTANDING #3 - BIDDING VACATION BY QUARTERS

L3.01 In bases where this option existed prior to the ratification of this Collective Agreement, and prior to August 1st of each year, employees at each location will, by plurality in a vote conducted by the Union, determine the calendar divisions that will be utilized at the location for the purposes of vacation to be taken in the following year. The calendar divisions will be either a full calendar year or consecutive months divided into quarters as follows:

First quarter	January, February, March
Second quarter	April, May, June
Third quarter	July, August, September
Fourth quarter	October, November, December

L3.02 Employees will be advised of their entitlement in accordance with 15.03.02 and in locations where they have opted for a calendar division of quarters, they will be requested to designate, in writing, the calendar division(s) during which they desire to take the next year's vacation. The designation will indicate first, second, etc. choices and shall be made prior to October 1st of each year.

L3.03 Not later than October 15th of each year, the Company will post, at each location, a list of the calendar divisions.

L3.04 The vacation of the employee concerned must fall within the assigned calendar division except that the vacation may extend into an adjacent calendar division, in which case the extension shall be not more than five (5) calendar days and shall not interfere with the selection of employees who have been assigned vacation in that calendar division.

L3.05 Employees will request vacation dates, in writing, not later than eleven (11) weeks prior to the commencement of his/her assigned calendar division, subject to Article 15. The request may indicate the employee's first, second, third, etc. choices.

L3.06 No less than eight (8) weeks prior to each calendar division, the Company will post on appropriate bulletin boards, an approved list of vacation dates. When requested by the employee, vacation dates will be assigned in conjunction with his/her scheduled days off.

LETTER OF UNDERSTANDING #4 - BASE CLOSURE

- L4.01 In the event the Company ceases its operation at a base, it is recognized that the provisions governing Staff Reductions may not fully or adequately deal with the impact on the employees affected. Therefore it is agreed that when such changes are implemented by the Company, the following provisions shall apply.
- L4.02 When base closure is considered, the Company shall immediately hold discussions with the President of the Local Union to review the matter.
- L4.03 Prior to the closure of any base the Company shall provide the President with as much notice as possible. Such notice shall be in writing and shall provide the reasons for the closure, the number, names, status and seniority of employees who will likely be affected and the expected date of the closure.
- L4.04 Within thirty (30) calendar days following receipt of such notice the parties at the headquarters level shall meet to discuss the impending closure and to discuss any items other than those specifically dealt with in the Agreement.
- L4.05 Employees employed at a base which is to be closed shall have the option of:
- a) Terminating service with the Company and receiving termination pay equal to two (2) weeks pay to a maximum of forty eight 48 weeks at their current hourly rate for each complete year of service with the Company and will be prorated to include full time and part time service. The status that is used in any particular month will be based on the status held on the 15th of each month. Employees will receive two (2) passes for each year of service with the Company for the employee, spouse and dependants; or,
 - b) Taking early retirement; or,
 - c) Exercising their seniority in accordance with Article 10
 - d) exercise their seniority under Article 10 at the time of the closure. The employee must select his/her base and specify the actual reporting date within the time limits for responding to the election form outlined in Article 10. The maximum period in which the employee can delay his/her reporting/relocation is one (1) year following the date of the base closure. During this period the employee is eligible for travel and the employee may maintain their benefits through paying the entire cost of the premiums; excluding wage loss benefits.
- L4.06 Employees who elect to relocate through c) or d) shall be granted relocation benefits as outlined in Article 19.

LETTER OF UNDERSTANDING #5 - SECURITY SCREENING

The parties to this letter understand that security screening of passengers will be transferred from airline control to **an** independent security authority as contemplated by Bill C-49. Within ninety (90) day of this transfer, or at another mutually agreeable time, the employees performing security duties who become surplus will be given notice of layoff.

LETTER OF UNDERSTANDING #6 - CONTINENTAL WORK WEEK

In accordance with Article 6.02, when the continental work week is worked the following will apply:

L6.01 The shift schedule will consist of the following rotation in each cycle of fourteen (14) calendar days, which will constitute the averaging period for the purposes of reaching the standard forty (40) hour work week

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

Appendix 1 - Application for Correction to Air Canada Jazz/CAW-Canada Seniority List

**APPLICATION FOR CORRECTION TO
AIR CANADA JZZ/CAW-CANADA SENIORITY LIST**

†
Date: _____

TO: *Air Canada Jazz*
C/O Karen Lang YYC9800 Hgr 59
FAX 403-974-2436

COPY TO: **CAW-Canada**

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

NAME: _____

CLASSIFICATION: _____ POSITION: _____

EMPLOYEE NO.: _____ BASE/LOCATION: _____

SENIORITY DATE SHOWN: _____

SENIORITY DATE SHOULD BE: _____

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

FOR HEADQUARTERS USE ONLY

Appendix 2 - Time Bank Withdrawal Form

Name	Employee No.
Classification	Base

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

PAY

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

Number of hours to be converted to **pay** - _____

Pay date payment to be made - _____

TIME OFF

Date	Shift Times	OK	Date	Shift Times	OK

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

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

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

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

VACATION

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

See Article 14.02 for the conversion formula.

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

Signature	Date
-----------	------

Memorandum of Settlement

For Collective Agreement No. 1

Between Jazz Air Inc.

And

**The National Automobile, Aerospace, Transportation
And General Workers Union of Canada
(CAW – Canada)**

The provisions of this negotiated settlement, including Letters of Understanding, will become effective on the day following ratification by both the Union and by the Company Executive on or before June 30, 2002.

This Agreement replaces all other Agreements employees were covered under effective the date of ratification, and is being recommended for acceptance unanimously by the negotiating committees.

In addition the following points are understood and agreed.

- 1) The parties agree to strike a committee comprised of no more than three (3) employees from each side to review and ensure compliance with the Official Languages Act as it relates to scheduling of employees, including coverage during vacation.
- 2) The Company will provide the Union with a copy of the Thorguard Policy upon its finalization.
- 3) The Company, in consultation with the Union, will review the manpower and determine the number of part time employees at a base. This review will take into consideration vacation, sick days, training, etc. As vacation relief is now covered by part time employees versus temporary, part time on call or casual employees, any part time positions created at a base will be filled in the following order:
 1. Employees laid off (to the street) at the base
 2. Temporary employees at the base in order of seniority
- 4) The parties agree to meet and review the benefits and Pension Plan within sixty (60) days following ratification. In the interim, employees will be placed on the Company Insurance Plan, but will be ensured that until finalization of the benefits, the minimum level of coverage they had under their existing coverage will be maintained. The benefit premium split of 75% Company 25% employee will be effective on the date of ratification.
- 5) All employees will carry their unused sick days forward. ~~Air~~ Nova's sick bank will be converted in the following fashion:

Full time employees 8 hours = 1 day

Part time employees 4 hours = 1 day

Hours remaining will be converted on a pro-rata basis and rounded to the closest one-half (1/2) day.

- 6) Within ninety (90) days of ratification, the Company will issue each employee with a statement outlining the following:
- Number of accumulated sick days
 - Vacation allotment
 - Timebanktotal
 - Uniform credit

This statement may be included in an employee's pay statement.

- 7) Employees that currently have re-call to their base will continue to have said re-call for one (1) year from the date of ratification.
- 8) Employees who have hours in their time-bank in excess of the number of hours as per Article 14.01 will be permitted to retain those hours, but will not be permitted to accumulate further hours until they have reduced the total to less than the maximum amount permitted. Employees may be permitted to use time-bank for absence from work in excess of **thirty** (30) days.
- 9) **Leads and Senior Leads** (i.e. Air BC Supervisor's)
 Permanent Leads and Senior Leads will remain in place. If the Company determines they do not require the position the incumbent will return to a position on the base, provided they have the seniority to hold the position. The Company will not lay off employees at the base as a result of this decision.
- 10) In addition to the two thousand and eighty (2080) hours as provided for in Article 18.03.04, the Union will be provided with an additional five hundred (500) hours of leave in each year of the agreement.
- 11) This agreement will resolve any issues/grievances related to the closure of YBL and YQQ.
- 12) A retro payment of three percent (3%) of earnings will be made as per the following list within forty-five (45) days of ratification to all employees who were represented by a Union and were on the payroll as at date of ratification:
- CRA – January 1, 2001 to date of ratification
 - Air BC Ramp – October 1, 2000 to date of ratification
 - Ontario Express (former IAM) – January 1, 2001 to ratification
 - ~~Air~~ Nova Cabin Services – January 18, 2002 to ratification
- Employees at Air Nova CSA's, Ramp and Commissary will receive retro as per their July 5, 2000 Agreement.
- 13) Provisions relating to part time employees will be included in the body of the Agreement.
- 14) The Union will withdraw their grievance with respect to the CRA employee's part time guarantee as the Company commits to make payment within forty-five (**45**) days of ratification.
- 15) The base closures at YQQ and YBL will be covered by the provisions of this Agreement.
- 16) Quebec clerical employees previously covered by the Air Nova Agreement will not be covered by this Agreement.

Signed this 11th day of June 2002

For the Company

ORIGINAL SIGNED

For the Union

ORIGINAL SIGNED

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